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4-19-2019  
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**BOARD OF ALDERMAN REGULAR SESSION  
BOARD MEETING TUESDAY,  
April 23rd, 2019 at 6:30 p.m.  
CITY HALL, 345 S. MAIN, BOLIVAR, MO 65613**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOTION TO ADOPT AGENDA**

**1. APPROVAL OF MINUTES:**

March 19th, 2019 Regular & Executive Session.

**2. BILLS & FINANCIAL REPORTS.**

**3. ADMINISTRATOR REPORT:**

**4. MAYORAL APPOINTMENT: Introductions, Presentations, Resolutions, Proclamations,**

\* Kids to Parks Day Proclamation for May 18<sup>th</sup> 2019.

**5. OLD BUSINESS:**

- a. Review & Discuss: IFC A-2 Restaurant Classification.
- b. Discuss & Approve: Codification of remaining Chapters; review Ordinance changes from PD.
- c. Discuss & Approve: Location for New Pole on City Right of Way: WON Application.
- d. Bill No. 2019-22: An Ordinance to Approve Purchase of Micro-Tower with Potomac Aviation.
- e. Bill No. 2019-23: An Ordinance Authorizing Olsson Associates contract supplement-Phase 1 of Airport Project.
- f. Bill No. 2019-24: An Ordinance Authorizing Grant Application for MoDOT funds for Street Improvements.
- g. Bill No. 2019-25: An Ordinance to Approve a 2019 Budget Amendment for Street Dept to pay off PW Bldg.
- h. Bill No. 2019-26: An Ordinance Authorizing a Contract with Insituform for 2019 Cure In Place Sewer Lining.
- i. Bill No. 2019-27: An Ordinance Approving Agreement with MoDOT for Road Signs.

**6. NEW BUSINESS:**

- a. Discuss & Approve: Overlay North Oakland (Special Road District Budgeted Funds.)
- b. Destruction Notification: Court Order of Destruction List.
- c. Bill No. 2019-28: An Ordinance Approving Fund Transfers for Fiscal Year Ending 2018.
- d. Bill No. 2019-29: An Ordinance Changing the Zoning Classification for Certain Property on West Broadway.
- e. Discuss & Approve Special Event: Bolivar Auto Sales & Detailing Charity Car Show May 4<sup>th</sup>, 2019.

**7. CALENDAR OF EVENTS: May 14<sup>th</sup>, 2019 Work Session;**

April 29<sup>th</sup> – May 2<sup>nd</sup>, 2019 Northside of City Cleanup; May 6<sup>th</sup> – 9<sup>th</sup>, 2019 Southside of City Cleanup

**8. 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**

**9. ADJOURNMENT:**

**#wherelibertyflows**

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



## **BOARD OF ALDERMAN REGULAR SESSION**

CITY HALL, 345 S. MAIN, BOLIVAR, MO 65613

TUESDAY, MARCH 26th, 2019 AT 6:30 P.M.

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**Call to Order:** Mayor Christopher Warwick called the Regular Session Council Meeting to order at 6:30p.m.

**Aldermen present:** Aldermen Vicky Routh, Steve Skopec, John Credille, Steve Sagaser, Thane Kifer Ethel Mae Tennis, Alexis Neal, and Justin Ballard.

**Alderman absent:** None.

**In attendance:**

City Administrator Tracy Slagle, City Attorney Don Brown, Public Works Director Jerry Hamby, Fire Chief Jim Ludden, Police Chief Mark Webb, Deputy Fire Chief/Emergency Management Director Brent Watkins, Water/Sewer Supervisor James Bradshaw, Building Inspector Kyle Lee, Planning and Zoning Administrator Sydney Allen, City Clerk Paula Henderson, Finance Director Natalie Scrivner, and other visitors from the public.

**Prayer:** Led by Aldermen Skopec.

**Pledge of Allegiance:** Led by Alderman Sagaser.

**Motion to Adopt Agenda:**

Alderman Sagaser made a motion to approve the agenda. Alderman Neal seconded the motion, which carried unanimously.

**Approval of Minutes:**

Alderman Ballard made a motion to approve minutes. Aldermen Neal seconded the motion, which was unanimously approved.

**Bills and Financial Reports:**

Alderman Credille made a motion to approve those as presented. Alderman Ballard seconded the motion, which was unanimously approved.

**Administrator Report:**

City Administrator Tracy Slagle welcomed Leadership Bolivar Students to the March Regular Session. Mrs. Slagle mentioned the 2018 Audit is underway and revenues are up for first quarter compared to last years first quarter. Public Works Director Jerry Hamby gave an update over the public works department. Wastewater Treatment old Ditch improvements are almost complete. Water and Sewer departments were busy last year with all the improvements that were completed. Street crews helped out with water line installations, tree removal, bathroom project and the Dunnegan Park walking trail.



Alderman Neal made a motion to approve the administrators report. Alderman Kifer seconded, which was unanimously approved.

**Mayoral Appointment: Intro, Presentations, Resolution, Proclamation, Citizen Request:**

\*Bolivar School Superintendent Dr. Berry discussed the Bond issue for the April 2019 Ballot.

\*Eagle Scout Project – Cory Siegfried. Mr. Siegfried presented a Hammock Post project for Dunnegan Park. Alderman Sagaser made a motion to approve Site #4 and to coordinate with Public Works Director Jerry Hamby for supervision. Alderman Neal seconded the motion, which was unanimously approved.

\*Fire Chief Jim Ludden addressed the council. Chief thanked the City for the opportunity to serve Bolivar for that past 18 years. He has accepted a position with a neighboring district and will be starting that position soon. Mayor Warwick presented Chief with a plaque of appreciation and thanked him for his dedication to the City of Bolivar.

**Old Business:**

**Discuss and Approve: AWOS Options, Kerrick Tweedy, SOAR.**

Alderman Neal made a motion to approve SA 3000 Micro Tower, Air Traffic Advisory System and Automated Weather Observation System Quote at \$92,610.43. Alderman Kifer seconded the motion, which was unanimously approved.

**Discussion: MODOT Funds – must be earmarked by September 30<sup>th</sup>, 2019.**

Alderman Sagaser made a motion to table to April Meeting. Alderman Neal seconded, which was unanimously approved.

**Discussion: IFC A-2 Restaurant Classification.**

Alderman Kifer made a motion to table. Alderman Ballard seconded, which was unanimously approved.

**Bill No. 2019-16: An Ordinance Authorizing the City to Enter into A Settlement Agreement and Full General Release with Jody Shelenhamer.** Alderman Sagaser made a motion for the first reading of Bill No. 2019-16. Alderman Neal seconds the motion. The City Attorney read Bill No. 2019-16. Ordinance 3519.

**“AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A SETTLEMENT AGREEMENT AND FULL GENERAL RELEASE WITH JODY SHELENHAMER.”**

Alderman Ballard made a motion to approve the second reading of Bill No. 2019-16. Alderman Neal seconds the motion. The City Attorney read Bill No. 2019-16. Ordinance 3519.



**“AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A SETTLEMENT AGREEMENT AND FULL GENERAL RELEASE WITH JODY SHELENHAMER.”**

Roll Call:

Ayes: Skopec, Tennis, Routh, Credille, Ballard, Sagaser, Neal.

Nays: None.

Absent: None.

Abstain: Kifer.

**Bill No. 2019-17: An Ordinance Authorizing a Contract with Clint Webb’s Backhoe Service, Inc. for the City’s Grave Digging Services.** Alderman Kifer made a motion for the first reading of Bill No. 2019-17.

Alderman Sagaser seconds the motion. The City Attorney read Bill No. 2019-17. Ordinance 3520.

**“AN ORDINANCE AUTHORIZING A CONTRACT WITH CLINT WEBB’S BACKHOE SERVICE, INC FOR THE CITY’S GRAVE DIGGING SERVICES.”**

Alderman Neal made a motion to approve the second reading of Bill No. 2019-17. Alderman Ballard seconds the motion. The City Attorney read Bill No. 2019-17. Ordinance 3520.

**“AN ORDINANCE AUTHORIZING A CONTRACT WITH CLINT WEBB’S BACKHOE SERVICE, INC FOR THE CITY’S GRAVE DIGGING SERVICES.”**

Roll Call:

Ayes: Neal, Skopec, Tennis, Routh, Kifer, Ballard, Credille, Sagaser.

Nays: None.

Absent: None.

At 8:09 p.m. Alderman Sagaser made a motion for a 10minute recess. Alderman Neal seconded the motion, which was unanimously approved. Mayor Warwick called the meeting back to order at 8:20 p.m.

**New Business:**

**Review and Approve: Bid review of Airport Pavement Project Phase 2, Brian Coomes, Olsson**

**Engineering.** Alderman Ballard made a motion to approve Ameriseal of Ohio, Inc, revised bid of \$166,012.45, pending MoDOT concurrence and acceptance. Alderman Neal seconded the motion, which was unanimously approved.

**Review and Approve: Lift Station Generator Immediate Needs.** Alderman Skopec made a motion to approve a used Generator purchase for \$8,847.50, including a 6 month warranty. Alderman Neal seconded the motion, which was unanimously approved.





**Review and Approve: 2019 Water Tower Maintenance Bid Results-Budgeted Item.** Alderman Credille made a motion to approve bid from Ozark Applicators, LLC for \$5,000. Alderman Kifer seconded the motion, which was unanimously approved.

**Discuss and Approve: Water Department 2019 Pipe and Party Supply – Budgeted Items.**

Alderman Kifer made a motion to approve the 2019 Supplies: Parts estimate of \$21,000 and Pipe estimate of \$18,400. Alderman Sagaser seconded the motion, which was unanimously approved.

**Discuss: Refinance or Pay Off Balloon Payment of Public Works Building.**

Alderman Credille made a motion to pay off the Public Works Building Balloon payment. Alderman Kifer seconded the motion, which was unanimously approved.

**Discuss and Approve: N. Benton Water Project-Bore needed under Box Culvert.**

Alderman Sagaser approved the estimate of \$15,000 to provide Water Bore. Alderman Kifer seconded the motion, which was unanimously approved.

**Discuss and Approve: Location for New Utility Pole on City Right of Way for WON Communications.**

Alderman Skopec made a motion to table. Alderman Sagaser seconded the motion, which was unanimously approved.

**Discuss and Approve: Fullerton Fields/Bolivar Community Sports Association Dugout Roof.**

Alderman Skopec made a motion to allocate the contract field materials in the amount of \$2,330 to be used towards dug out roof supplies for the 2019 contract. Alderman Neal seconded the motion, which was unanimously approved.

**Bill No. 2019-18: An Ordinance Authorizing the City to Purchase a 2016 Ford Interceptor SUV from the MO State Highway Patrol for the Police Department.** Alderman Skopec made a motion for the first reading of Bill No. 2019-18. Alderman Kifer seconds the motion. The City Attorney read Bill No. 2019-18. Ordinance 3521.

**“AN ORDINANCE AUTHORIZING THE CITY TO PURCHASE A  
2016 FORD INTERCEPTOR SUV FROM THE MO STATE HIGHWAY PATROL  
FOR THE POLICE DEPARTMENT”**

Alderman Credille made a motion to approve the second reading of Bill No. 2019-18. Alderman Neal seconds the motion. The City Attorney read Bill No. 2019-18. Ordinance 3521.



**“AN ORDINANCE AUTHORIZING THE CITY TO PURCHASE A  
2016 FORD INTERCEPTOR SUV FROM THE MO STATE HIGHWAY PATROL  
FOR THE POLICE DEPARTMENT”**

Roll Call:

Ayes: Tennis, Sagaser, Credille, Skopec, Neal, Routh, Ballard, Kifer.

Nays: None.

Absent: None.

**Bill No. 2019-19: An Ordinance Authorizing the City to Enter into a Contract with Non-Profit Organization ‘EAA Chapter 1609’ for the Modified Lease of Airport Hangar for Youth Build and Youth Fly Activities.** Alderman Sagaser made a motion for the first reading of Bill No. 2019-19. Alderman Neal seconds the motion. The City Attorney read Bill No. 2019-19. Ordinance 3522.

**“AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A CONTRACT  
WITH NON-PROFIT ORGANIZATION ‘EAA CHAPTER 1609’  
FOR THE MODIFIED LEASE OF AIRPORT HANGAR FOR  
YOUTH BUILD AND YOUTH FLY ACTIVITIES.”**

Alderman Credille made a motion to approve the second reading of Bill No. 2019-19. Alderman Ballard seconds the motion. The City Attorney read Bill No. 2019-19. Ordinance 3522.

**“AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A CONTRACT  
WITH NON-PROFIT ORGANIZATION ‘EAA CHAPTER 1609’  
FOR THE MODIFIED LEASE OF AIRPORT HANGAR FOR  
YOUTH BUILD AND YOUTH FLY ACTIVITIES.”**

Roll Call:

Ayes: Neal, Tennis, Routh, Kifer, Credille, Sagaser, Skopec, Ballard.

Nays: None.

Absent: None.

**Bill No. 2019-20: An Ordinance Repealing Section 500.325 of the Bolivar Municipal Code Regarding Modification to National Electric Code.** Alderman Credille made a motion for the first reading of Bill No. 2019-20. Alderman Neal seconds the motion. The City Attorney read Bill No. 2019-20. Ordinance 3523.

**“AN ORDINANCE REPEALING SECTION 500.325 OF THE BOLIVAR  
MUNICIPAL CODE REGARDING MODIFICATIONS TO  
NATIONAL ELECTRIC CODE.”**

Alderman Ballard made a motion to approve the second reading of Bill No. 2019-20. Alderman Neal seconds the motion. The City Attorney read Bill No. 2019-20. Ordinance 3523.



**“AN ORDINANCE REPEALING SECTION 500.325 OF THE BOLIVAR MUNICIPAL CODE REGARDING MODIFICATIONS TO NATIONAL ELECTRIC CODE.”**

Roll Call:

Ayes: Skopec, Tennis, Routh, Credille, Ballard, Sagaser, Neal.

Nays: None.

Absent: None.

**Bill No. 2019-21: An Ordinance Changing the Zoning Classification for Certain Property Located in Bolivar, MO to the South of Highway 32 and East of Highway 13.** Alderman Sagaser made a motion for the first reading of Bill No. 2019-21. Alderman Neal seconds the motion. The City Attorney read Bill No. 2019-21. Ordinance 3524.

**“AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FOR CERTAIN PROPERTY LOCATED IN BOLIVAR, MO TO THE SOUTH OF HIGHWAY 32 AND EAST OF HIGHWAY 13.”**

Alderman Sagaser made a motion to approve the second reading of Bill No. 2019-21. Alderman Neal seconds the motion. The City Attorney read Bill No. 2019-21. Ordinance 3524.

**“AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FOR CERTAIN PROPERTY LOCATED IN BOLIVAR, MO TO THE SOUTH OF HIGHWAY 32 AND EAST OF HIGHWAY 13.”**

Roll Call:

Ayes: Ballard, Tennis, Skopec, Kifer, Credille, Sagaser, Neal, Routh.

Nays: None.

Absent: None.

**Discuss and Approve: Memorandum of Understanding between Citizens Memorial Hospital and City of Bolivar, MO.** Alderman Ballard made a motion to approve both Memorandums of Understanding between City of Bolivar and Citizens Memorial Hospital. Alderman Sagaser seconded, which was unanimously approved.

**Review and Approve: Special Event Application for The Heights Church Fun Run on 5/11/19.**

Alderman Credille made a motion to approve the event with added Safety Measures at Aldrich Rd and Lillian Ave. Alderman Neal seconded the motion, which was unanimously approved.

**Review and Approve: Special Event Application for EAA Chapter 1609 at the Airport on 4/27/19.**

Alderman Ballard made a motion to approve the event. Alderman Skopec seconded the motion, which was unanimously approved.



**Calendar of Events:**

Thursday April 11<sup>th</sup>, 2019 Work Session; April 27<sup>th</sup>, 2019 City Wide Garage Sale; April 29<sup>th</sup> – May 2<sup>nd</sup>, 2019 Northside of City Cleanup; May 6<sup>th</sup> – 9<sup>th</sup>, 2019 Southside of City Cleanup; MML Elected Officials Training Conference June 6-7<sup>th</sup>, 2019 (see City Clerk if interested).

**Executive Session:**

Alderman Credille made a motion to go into 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(13) Individually Identifiable Personnel Records, performance ratings or records pertaining to employees or applicants for employment. RSMo 610.021(19) Existing or proposed security systems and structural plans of real property owned or lease.. 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... Alderman Neal seconded the motion.

Roll Call:

Ayes: Kifer, Sagaser, Skopec, Credille, Neal, Routh, Tennis, Ballard.

Nays: None.

Absent: None.

**Return to Open Session:**

Aldermen Neal made a motion to leave executive session at 10:10p.m. Aldermen Ballard seconded the motion.

Roll Call:

Ayes: Tennis, Neal, Routh, Ballard, Credille, Skopec, Kifer, Sagaser.

Nays: None.

Absent: None.

**Adjournment:**

Aldermen Credille made a motion to adjourn the Regular session meeting at 10:11p.m. Aldermen Sagaser seconded the motion, which was unanimously approved.

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**Christopher Warwick, Mayor**

**ATTEST:**

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**Paula Henderson, City Clerk**





BOARD OF ALDERMAN EXECUTIVE SESSION  
CITY HALL, 345 S. MAIN, BOLIVAR, MO 65613  
TUESDAY, MARCH 26th, 2019

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**Call to Order:** Mayor Warwick called the Executive Session Council Meeting to order at 9:07 p.m.

**Aldermen present:** Aldermen John Credille, Justin Ballard, Alexis Neal, Ethel Mae Tennis, Steve Sagaser, Thane Kifer, Vicky Routh and Steve Skopec.

**Alderman Absent:** None.

**Others In attendance:**

City Administrator Tracy Slagle, City Attorney Don Brown; Deputy City Clerk Paula Henderson and Finance Director Natalie Scrivner

**Executive Session:**

Alderman Credille made a motion to go into 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(13) Individually Identifiable Personnel Records, performance ratings or records pertaining to employees or applicants for employment. RSMo 610.021(19) Existing or proposed security systems and structural plans of real property owned or lease.. 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... Alderman Neal seconded the motion.

Roll Call:

Ayes: Tennis, Routh, Ballard, Credille, Skopec, Kifer, Sagaser, Neal.

Absent: None.

Discussion and no Motions Made.

**Return to Open Session:**

Aldermen Neal made a motion to leave executive session at 10:11p.m. Aldermen Ballard seconded the motion.

Roll Call:

Ayes: Kifer, Ballard, Routh, Credille, Skopec, Neal, Tennis, Sagaser.

Absent: None.

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**Christopher D. Warwick, Mayor**

**ATTEST:**

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**Paula Henderson, City Clerk**

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**Executive Session March 26th, 2019 Pg. 1**

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DESCRIPTION
General - 200
Airport - 215
Fire - 245
Parks - 260
Transportation - 215
Vehicle - Sales Tax - 4040
Fuel - Tax - 4050
Vehicle Fee - 4060
Capital Improvement - 210
TOTAL

[illegible]

**CITY OF BOLIVAR MO. DEPARTMENT OF REVENUE SALES TAX**

**GENERAL TAX**

	2016	Qtr Totals	% Inc		2017	Qtr Totals	% Inc		2018	Qtr Totals	% Inc		2019	Qtr Totals	% Inc		
Jan	159,172.72		-5.73		176,957.86		11.17		182,497.89		3.13		172,724.38		-5.36		
Feb	147,613.75		3.25		145,078.14		-1.72		137,813.06		-5.01		181,844.15		31.95		
Mar	198,786.62	505,573.09	3.71	0.41	184,962.66	506,998.66	-6.95	0.28	223,580.83	543,891.78	20.88	7.28	190,358.52	544,927.05	-14.86	0.19	
Apr	163,869.60		10.64		165,761.87		1.15		176,235.51		6.32		160,486.33		-8.94		
May	126,346.21		4.78		133,682.41		5.81		132,280.17		-1.05				-100.00		
Jun	205,323.73	495,539.54	15.46	10.98	190,192.82	489,637.10	-7.37	-1.19	194,121.06	502,636.74	2.07	2.65		160,486.33	-100.00	-68.07	
Jul	172,284.77		-3.50		202,957.66		17.80		226,259.18		11.48				-100.00		
Aug	127,430.17		-5.64		131,778.14		3.41		138,613.08		5.19				-100.00		
Sep	211,430.80	511,145.74	14.89	2.72	195,963.89	530,699.69	-7.32	3.83	209,340.64	574,212.90	6.83	8.20		0.00	-100.00	-100.00	
Oct	171,276.75		6.48		156,623.87		-8.56		171,176.04		9.29				-100.00		
Nov	128,289.87		-3.12		91,087.42		-29.00		141,801.40		55.68				-100.00		
Dec	196,954.16	496,520.78	5.13	3.31	273,095.15	520,806.44	38.66	4.89	193,930.15	506,907.59	-28.99	-2.67		0.00	-100.00	-100.00	
	2,008,779.15			4.18	2,048,141.89			1.96	2,127,649.01			3.88	705,413.38			-66.85	
YTD	2,008,779.15				YTD	2,048,141.89				YTD	2,127,649.01				YTD	705,413.38	

**FIRE TAX**

	2016	Qtr Totals	% Inc		2017	Qtr Totals	% Inc		2018	Qtr Totals	% Inc		2019	Qtr Totals	% Inc		
Jan	38,401.62		-2.59		42,358.40		10.30		43,636.61		3.02		41,869.87		-4.05		
Feb	36,175.16		3.42		34,438.73		-4.80		33,556.80		-2.56		41,360.19		23.25		
Mar	45,389.82	119,966.60	6.38	2.48	43,818.01	120,615.14	-3.46	0.54	49,225.40	126,418.81	12.34	4.81	44,148.35	127,378.41	-10.31	0.76	
Apr	38,558.01		12.44		38,083.22		-1.23		40,528.04		6.42		38,506.19		-4.99		
May	31,198.82		5.19		31,506.64		0.99		32,530.09		3.25				-100.00		
Jun	48,004.04	117,760.87	14.36	11.17	45,718.44	115,308.30	-4.76	-2.08	46,254.42	119,312.55	1.17	3.47		38,506.19	-100.00	-67.73	
Jul	41,698.20		-1.68		48,031.96		15.19		53,551.74		11.49				-100.00		
Aug	31,896.69		-4.13		31,603.99		-0.92		34,225.53		8.29				-100.00		
Sep	49,773.70	123,368.59	15.17	3.76	48,293.76	127,929.71	-2.97	3.70	50,743.73	138,521.00	5.07	8.28		0.00	-100.00	-100.00	
Oct	40,793.44		6.86		37,521.08		-8.02		40,389.08		7.64				-100.00		
Nov	31,876.85		-2.41		22,736.99		-28.67		33,238.40		46.19				-100.00		
Dec	47,565.39	120,235.68	7.45	4.46	63,302.30	123,560.37	33.08	2.77	46,512.18	120,139.66	-26.52	-2.77		0.00	-100.00	-100.00	
	481,331.74			5.32	487,413.52			1.26	504,392.02			3.48	165,884.60			-67.11	
YTD	481,331.74				YTD	487,413.52				YTD	504,392.02				YTD	165,884.60	

**CAP IMP TAX**

	2016	Qtr Totals	% Inc		2017	Qtr Totals	% Inc		2018	Qtr Totals	% Inc		2019	Qtr Totals	% Inc		
Jan	79,586.27		-5.73		88,478.81		11.17		91,248.94		3.13		86,362.18		-5.36		
Feb	73,806.92		3.25		72,539.07		-1.72		68,906.55		-5.01		90,922.11		31.95		
Mar	99,393.33	252,786.52	3.71	0.41	92,481.34	253,499.22	-6.95	0.28	111,790.44	271,945.93	20.88	7.28	95,179.48	272,463.77	-14.86	0.19	
Apr	81,934.73		10.64		82,803.20		1.06		88,117.89		6.42		80,242.97		-8.94		
May	63,166.84		4.77		66,841.26		5.82		66,140.11		-1.05				-100.00		
Jun	102,661.94	247,763.51	15.46	10.97	95,096.43	244,740.89	-7.37	-1.22	96,985.90	251,243.90	1.99	2.66		80,242.97	-100.00	-68.06	
Jul	86,114.01		-3.50		101,478.44		17.84		113,129.64		11.48				-100.00		
Aug	63,714.91		-5.64		65,743.48		3.18		69,306.57		5.42				-100.00		
Sep	105,715.56	255,544.48	14.89	2.72	97,982.06	265,203.98	-7.32	3.78	104,670.47	287,106.68	6.83	8.26		0.00	-100.00	-100.00	
Oct	85,638.46		6.48		78,312.16		-8.55		85,581.98		9.28				-100.00		
Nov	64,144.73		-3.12		45,543.59		-29.00		70,900.55		55.68				-100.00		
Dec	98,477.24	248,260.43	5.18	3.33	136,547.99	260,403.74	38.66	4.89	96,965.09	253,447.62	-28.99	-2.67		0.00	-100.00	-100.00	
	1,004,354.94			4.18	1,023,847.83			1.94	1,063,744.13			3.90	352,706.74			-66.84	
YTD	1,004,354.94				YTD	1,023,847.83				YTD	1,063,744.13				YTD	352,706.74	

**CITY OF BOLIVAR MO. DEPARTMENT OF REVENUE SALES TAX**

**TRANSP TAX**

	2016	Qtr Totals	% Inc		2017	Qtr Totals	% Inc		2018	Qtr Totals	% Inc		2019	Qtr Totals	% Inc	
Jan	76,828.58		-2.56		84,716.59		10.27		87,273.54		3.02		83,739.94		-4.05	
Feb	72,350.44		3.37		68,877.18		-4.80		67,113.73		-2.56		82,720.20		23.25	
Mar	90,779.63	239,958.65	22.23	7.55	87,636.39	241,230.16	-3.46	0.53	98,451.26	252,838.53	12.34	4.81	88,297.27	254,757.41	-10.31	0.76
Apr	77,133.80		-9.65		76,185.74		-1.23		81,056.09		6.39		77,011.70		-4.99	
May	62,404.03		-9.05		63,013.05		0.98		65,060.41		3.25				-100.00	
Jun	96,007.97	235,545.80	14.32	-1.02	91,437.20	230,635.99	-4.76	-2.08	92,508.62	238,625.12	1.17	3.46		77,011.70	-100.00	-67.73
Jul	83,396.31		-1.72		96,063.66		15.19		107,103.61		11.49				-100.00	
Aug	63,795.83		-4.17		63,242.63		-0.87		68,451.07		8.24				-100.00	
Sep	99,500.51	246,692.65	15.07	3.70	96,587.78	255,894.07	-2.93	3.73	101,487.53	277,042.21	5.07	8.26		0.00	-100.00	-100.00
Oct	81,592.95		6.82		75,042.14		-8.03		80,788.35		7.66				-100.00	
Nov	63,753.53		-2.43		45,474.07		-28.67		66,476.34		46.19				-100.00	
Dec	95,130.94	240,477.42	23.50	9.93	126,605.00	247,121.21	33.08	2.76	93,024.93	240,289.62	-26.52	-2.76		0.00	-100.00	-100.00
	<b>962,674.52</b>			<b>4.90</b>	<b>974,881.43</b>			<b>1.27</b>	<b>1,008,795.48</b>			<b>3.48</b>	<b>331,769.11</b>			<b>-67.11</b>
YTD		962,674.52			YTD		974,881.43		YTD		1,008,795.48		YTD		331,769.11	

**PARK TAX**

	2016	Qtr Totals	% Inc		2017	Qtr Totals	% Inc		2018	Qtr Totals	% Inc		2019	Qtr Totals	% Inc	
Jan	38,369.24		-2.57		42,348.53		10.37		43,636.63		3.04		41,869.89		-4.05	
Feb	36,175.46		3.43		34,429.00		-4.83		33,556.91		-2.53		41,360.21		23.25	
Mar	45,390.04	119,934.74	6.39	2.49	43,808.16	120,585.69	-3.49	0.54	49,225.39	126,418.93	12.37	4.84	44,148.35	127,378.45	-10.31	0.76
Apr	38,557.96		12.63		38,073.39		-1.26		40,528.02		6.45		38,506.16		-4.99	
May	31,185.59		5.18		31,496.79		1.00		32,529.92		3.28				-100.00	
Jun	48,004.05	117,747.60	14.40	11.24	45,708.57	115,278.75	-4.78	-2.10	46,254.43	119,312.37	1.19	3.50		38,506.16	-100.00	-67.73
Jul	41,698.30		-1.68		48,022.02		15.17		53,551.76		11.52				-100.00	
Aug	31,896.79		-4.13		31,594.17		-0.95		34,225.62		8.33				-100.00	
Sep	49,773.92	123,369.01	15.17	3.76	48,293.70	127,909.89	-2.97	3.68	50,734.60	138,511.98	5.05	8.29		0.00	-100.00	-100.00
Oct	40,726.94		6.68		37,501.78		-7.92		40,363.43		7.63				-100.00	
Nov	31,867.12		-2.39		22,727.18		-28.68		33,225.03		46.19				-100.00	
Dec	47,555.45	120,149.51	7.43	4.39	63,312.10	123,541.06	33.13	2.82	46,512.19	120,100.65	-26.54	-2.78		0.00	-100.00	-100.00
	<b>481,200.86</b>			<b>5.33</b>	<b>487,315.39</b>			<b>1.27</b>	<b>504,343.93</b>			<b>3.49</b>	<b>165,884.61</b>			<b>-67.11</b>
YTD		481,200.86			YTD		487,315.39		YTD		504,343.93		YTD		165,884.61	



## FUEL TAX

## CITY OF BOLIVAR VEHICLE TAX REVENUE

	2016	Qtr Totals	% Inc		2017	Qtr Totals	% Inc		2018	Qtr Totals	% Inc		2019	Qtr Totals	% Inc	
Jan	20,236.31		-10.11		22,737.72		12.36		22,952.91		0.95		22,808.63		-0.63	
Feb	23,659.02		2.48		23,626.36		-0.14		23,032.32		-2.51		22,916.15		-0.50	
Mar	21,216.53	65,111.86	-4.14	-3.87	21,267.88	67,631.96	0.24	3.87	21,520.13	67,505.36	1.19	-0.19	21,635.08	67,359.86	0.53	-0.22
Apr	21,121.09		4.68		20,589.83		-2.52		19,828.67		-3.70		19,823.33		-0.03	
May	23,015.38		1.21		23,740.95		3.15		23,452.77		-1.21				-100.00	
Jun	22,845.44	66,981.91	-0.46	1.69	22,446.92	66,777.70	-1.74	-0.30	21,638.44	64,919.88	-3.60	-2.78		19,823.33	-100.00	-69.46
Jul	23,290.35		14.24		23,770.09		2.06		25,733.64		8.26				-100.00	
Aug	23,807.96		-7.52		25,919.82		8.87		23,644.64		-8.78				-100.00	
Sep	23,827.68	70,925.99	-7.47	-1.33	24,097.81	73,787.72	1.13	4.03	22,231.73	71,610.01	-7.74	-2.95		0.00	-100.00	-100.00
Oct	24,523.04		1.54		24,560.99		0.15		26,060.62		6.11				-100.00	
Nov	23,456.65		7.31		22,339.67		-4.76		22,843.82		2.26				-100.00	
Dec	23,963.90	71,943.59	2.21	3.58	23,577.39	70,478.05	-1.61	-2.04		48,904.44	-100.00	-30.61		0.00	#DIV/0!	-100.00
TOTAL	274,963.35	274,963.35			278,675.43	278,675.43			252,939.69	252,939.69			87,183.19	87,183.19		

## VEHICLE FEE INC

	2016	Qtr Totals	% Inc		2017	Qtr Totals	% Inc		2018	Qtr Totals	% Inc		2019	Qtr Totals	% Inc	
Jan	4,532.79		18.44		3,633.47		-19.84		3,830.63		5.43		3,770.93		-1.56	
Feb	3,345.82		5.39		3,818.13		14.12		3,812.72		-0.14		4,754.14		24.69	
Mar	2,973.69	10,852.30	-15.73	3.06	3,352.45	10,804.05	12.74	-0.44	3,407.75	11,051.10	1.65	2.29	2,498.72	11,023.79	-26.68	-0.25
Apr	4,549.37		13.55		4,229.71		-7.03		4,586.84		8.44		4,129.61		-9.97	
May	4,117.56		-31.52		4,105.90		-0.28		4,438.26		8.09				-100.00	
Jun	4,649.59	13,316.52	55.47	2.35	4,746.22	13,081.83	2.08	-1.76	4,720.20	13,745.30	-0.55	5.07		4,129.61	-100.00	-69.96
Jul	3,529.73		-0.80		3,510.25		-0.55		3,468.78		-1.18				-100.00	
Aug	3,197.10		-8.33		3,245.65		1.52		3,900.94		20.19				-100.00	
Sep	4,124.57	10,851.40	14.92	2.04	4,233.95	10,989.85	2.65	1.28	3,891.82	11,261.54	-8.08	2.47		0.00	-100.00	-100.00
Oct	3,677.06		-14.61		3,270.18		-11.07		3,319.28		1.50				-100.00	
Nov	2,928.40		-1.45		4,179.38		42.72		3,480.51		-16.72				-100.00	
Dec	3,422.77	10,028.23	-1.08	-6.61	3,365.52	10,815.08	-1.67	7.85		6,799.79	-100.00	-37.13		0.00	#DIV/0!	-100.00
TOTAL	45,048.45	45,048.45			45,690.81	45,690.81			42,857.73	42,857.73			15,153.40	15,153.40		

## VEHICLE SALES TAX

	2016	Qtr Totals	% Inc		2017	Qtr Totals	% Inc		2018	Qtr Totals	% Inc		2019	Qtr Totals	% Inc	
Jan	7,131.51		6.81		6,887.90		-3.42		7,425.44		7.80		6,266.58		-15.61	
Feb	5,276.80		0.00		7,200.11		36.45		7,077.57		-1.70		7,024.92		-0.74	
Mar	7,367.44	19,775.75	18.75	8.91	6,766.06	20,854.07	-8.16	5.45	6,813.37	21,316.38	0.70	2.22	6,965.47	20,256.97	2.23	-4.97
Apr	8,318.07		4.77		8,713.77		4.76		9,352.94		7.34		7,734.34		-17.31	
May	7,503.08		5.11		8,022.15		6.92		8,053.15		0.39				-100.00	
Jun	7,842.28	23,663.43	-1.46	2.72	8,118.78	24,854.70	3.53	5.03	8,187.16	25,593.25	0.84	2.97		7,734.34	-100.00	-69.78
Jul	6,986.11		-7.41		7,791.02		11.52		7,811.72		0.27				-100.00	
Aug	8,279.45		11.10		7,733.93		-6.59		8,988.92		16.23				-100.00	
Sep	8,432.61	23,698.17	21.33	7.98	9,107.39	24,632.34	8.00	3.94	8,157.33	24,957.97	-10.43	1.32		0.00	-100.00	-100.00
Oct	7,611.69		-11.92		6,522.14		-14.31		7,203.91		10.45				-100.00	
Nov	7,080.72		-4.47		8,212.59		15.99		7,610.43		-7.33				-100.00	
Dec	6,547.70	21,240.11	9.79	-3.53	7,142.88	21,877.61	9.09	3.00		14,814.34	-100.00	-32.29		0.00	#DIV/0!	-100.00
TOTAL	88,377.46	88,377.46			92,218.72	92,218.72			86,681.94	86,681.94			27,991.31	27,991.31		

CITY OF BOLIVAR		
Balance of Accounts as of MARCH 2019		
		Balance
<u>Description</u>	<u>Account No.</u>	
Plaza of Americas	500808998	\$40,579.31
General Acct.	500808996	\$2,894,857.10
HRA Employee Health Trust	500808999	\$1,516.00
Certificate of Deposit - Transporation	6220248709	\$55,171.35
Certificate of Deposit - Storm Water & Detention	6220187698	\$57,259.08
Certificate of Deposit - Corbett Trust	6220618183	\$250,000.00
Certificate of Deposit - Greenwood Cemetery Trust of Inez Neal	6220246761	\$37,964.67
Certificate of Deposit - Greenwood Cemetery of Noble Neal	6220248587	\$71,250.39
Certificate of Deposit - Sutter Fund	6220248589	\$2,348.52
Certificate of Deposit - Simon Bolivar	6220248590	\$1,796.31
Certificate of Deposit - Greenwood Cemetery	6220180424	\$2,886.35
Certificate of Deposit - General	6220180450	\$31,866.44
Drug Forfeitures	314006218	\$5,431.99
Municipal Court Fines	581233717	\$17,068.08
Municipal Court Bonds	600171520	\$34,100.86
Shop With a Cop Fund	442583823	\$9,796.78
Savings Bond EE		\$9,894.00
Dog Pound Fund	408092118	\$2,181.43
Police Property Room Fund	656210319	\$25,568.90



# MARCH 2019 Check Report

By Check Number

Date Range: 03/01/2019 - 03/31/2019

Jor Name	Payment Date	Payment Type	t	Payment Amount	Number
<b>Bank Code: AP-COMMERCE CHECKING ACCT</b>					
( LARRY JAMES HAMBY	03/07/2019	Regular		650	48580
( LARRY JAMES HAMBY	03/07/2019	Regular		5600	48581
( ALL CREATURES ANIMAL CLINIC LTD	03/08/2019	Regular		466.24	48583
( AMERICAN WATER TREATMENT INC	03/08/2019	Regular		122.01	48584
( ANIMAL CARE CLINIC OF BOLIVAR/ LEVIN ROWE	03/08/2019	Regular		117.38	48585
( ASH GROVE AGGREGATES INC	03/08/2019	Regular		4510.75	48586
( BOLIVAR OFFICE EXPRESS/ LOIS COFFEY	03/08/2019	Regular		152	48587
( BOLIVAR PET HOSPITAL	03/08/2019	Regular		49.5	48588
( BUG ZERO	03/08/2019	Regular		100	48589
( CINTAS CORP #569	03/08/2019	Regular		1505.41	48590
( **Void**	03/08/2019	Regular		0	48591
( **Void**	03/08/2019	Regular		0	48592
( CLEVER STONE COMPANY INC	03/08/2019	Regular		675.9	48593
( CORPORATE BUSINESS / SUMNERONE INC	03/08/2019	Regular		2370.11	48594
( COUNTY OF POLK	03/08/2019	Regular		3754.98	48595
( DOKE PROPANE INC	03/08/2019	Regular		1367.5	48596
( DOUGLAS HAUN & HEIDEMAN PC	03/08/2019	Regular		6283.07	48597
( EMPIRE DISTRICT	03/08/2019	Regular		36418.33	48598
( EMPLOYEE BENEFIT DESIGN LLC	03/08/2019	Regular		364	48599
( EYEMED VISION	03/08/2019	Regular		935.41	48600
( VOID **		Regular		0	48601
( HACH COMPANY	03/08/2019	Regular		6620.49	48602
( HARRY COOPER SUPPLY CO	03/08/2019	Regular		2468.18	48603
( HAWK FERTILIZER LLC	03/08/2019	Regular		25	48604
( HDR ENGINEERING INC	03/08/2019	Regular		620	48605
( ME-SHY LOCKSMITH LLC	03/08/2019	Regular		326.59	48606
( MO ONE CALL SYSTEM INC	03/08/2019	Regular		62.4	48607
( NEPTUNE TECHNOLOGY GROUP INC	03/08/2019	Regular		7722	48608
( NEWMAN COMLEY & RUTH	03/08/2019	Regular		820	48609
( NEWMAN TRAFFIC SIGNS	03/08/2019	Regular		197.93	48610
( NROUTE ENTERPRISES LLC	03/08/2019	Regular		110	48611
( PHILLIPS CAPITAL PARTNERS INC	03/08/2019	Regular		623.7	48612
( PRECISION SMALL ENGINE	03/08/2019	Regular		28.9	48613
( QUARLES SUPPLY CO BOLIVAR	03/08/2019	Regular		374.34	48614
( RADIOPHONE ENGINEERING INC	03/08/2019	Regular		715	48615
( ROLLING PRAIRIE	03/08/2019	Regular		71.45	48616
( SCHULTE SUPPLY INC	03/08/2019	Regular		559.3	48617
( SCOTT SALVAGE YARD LLC	03/08/2019	Regular		13.69	48618
( SERVICE ORIENTED AVIATION READINESS (S.O.A	03/08/2019	Regular		6055.27	48619
( SMITH PAPER & JANITOR SUPPLY CO INC	03/08/2019	Regular		174.52	48620
( SOUTHSIDE PROPERTY OWNERS ASSOCIATION,	03/08/2019	Regular		290	48621
( TOMO DRUG TESTING / EMPLOYEE SCREENING	03/08/2019	Regular		38	48622
( UTILITY SOLUTIONS ASSOCIATIONS INC	03/08/2019	Regular		7408.8	48623
( YMCA	03/08/2019	Regular		189.55	48624
( SOUTHWEST MO COUNCIL OF GOVERNMENTS	03/08/2019	Regular		1200	48625
( ASSOCIATION OF GOVERNMENT ACCOUNTANT	03/12/2019	Regular		105	48626
( BLADE SIGNS, LLC.	03/12/2019	Regular		124.55	48627
( C&C FARM & HOME SUPPLY INC	03/12/2019	Regular		5.11	48628
( DENNIS OIL CO	03/12/2019	Regular		968.76	48629
( FASTENAL COMPANY	03/12/2019	Regular		261.93	48630
( GARRETSON TRASH SERVICE LLC	03/12/2019	Regular		28.4	48631
( GARRETSON TRASH SERVICE LLC	03/12/2019	Regular		80.94	48632
( KESSINGER ENTERPRISES LLC.	03/12/2019	Regular		39.25	48633

My Check Report

Date Range: 03/01/2019 - 03/31/2019

	Vendor Name	Payment Date	Payment Type	Payment Amount	Number
(	MISSOURI ECONOMIC DEVELOPMENT COUNCIL	03/12/2019	Regular	115	48634
(	MO DEPT OF HIGHER EDUCATION	03/12/2019	Regular	99.3	48635
(	MO GOVERNMENT FINANCE OFFICER	03/12/2019	Regular	50	48636
(	NAEGLER OIL INC	03/12/2019	Regular	46	48637
(	SHAWNTELL SITTON	03/12/2019	Regular	20	48638
(	SMITH PAPER & JANITOR SUPPLY CO INC	03/12/2019	Regular	56.14	48639
(	STEPPING STONES OFFICE PRODUCTS	03/12/2019	Regular	21.99	48640
\	TERRI SCHUBERT	03/12/2019	Regular	11.96	48641
(	TYLER TECHNOLOGIES	03/12/2019	Regular	312.5	48642
(	WEST, CAROL	03/12/2019	Regular	69.6	48643
(	BOLIVAR FARMERS EXCHANGE	03/18/2019	Regular	14.54	48651
(	BOLIVAR OFFICE EXPRESS/ LOIS COFFEY	03/18/2019	Regular	18.09	48652
(	BOLIVAR PET HOSPITAL	03/18/2019	Regular	340	48653
(	BUG ZERO	03/18/2019	Regular	225	48654
(	CHEMICAL BROKERS, INC	03/18/2019	Regular	139.44	48655
(	DISTRIBUTOR OPERATIONS, INC	03/18/2019	Regular	31.59	48656
(	DOKE PROPANE INC	03/18/2019	Regular	412.5	48657
(	FASTENAL COMPANY	03/18/2019	Regular	820.35	48658
(	FEDERAL PROTECTION INC	03/18/2019	Regular	201.3	48659
(	GARY YOUNG	03/18/2019	Regular	178.25	48660
(	VOID**	03/18/2019	Regular	0	48661
(	HARRY COOPER SUPPLY CO	03/18/2019	Regular	551.22	48662
(	HOOD'S MACHINE & WELDING	03/18/2019	Regular	537.5	48663
(	LAW ENFORCEMENT SYSTEMS	03/18/2019	Regular	108	48664
(	ME-SHY LOCKSMITH LLC	03/18/2019	Regular	3.98	48665
(	MISSION COMMUNICATIONS, LLC.	03/18/2019	Regular	3103.8	48666
(	NEWMAN TRAFFIC SIGNS	03/18/2019	Regular	501.14	48667
(	OZARK LASER & SHORING	03/18/2019	Regular	130	48668
(	PHILLIPS CAPITAL PARTNERS INC	03/18/2019	Regular	89.1	48669
(	PRAIRIE FIRE COFFEE ROASTERS	03/18/2019	Regular	83.8	48670
(	QUALITY FIRE EXTINGUISHER COMPANY	03/18/2019	Regular	242	48671
(	SCURLOCK INDUSTRIES	03/18/2019	Regular	208	48672
(	STEPPING STONES OFFICE PRODUCTS	03/18/2019	Regular	263.79	48673
(	TOMO DRUG TESTING / EMPLOYEE SCREENING	03/18/2019	Regular	38	48674
(	POSTMASTER	03/18/2019	Regular	1500	48675
(	LARRY JAMES HAMBY	03/20/2019	Regular	575	48676
(	GARRETSON TRASH SERVICE LLC	03/22/2019	Regular	24185.76	48678
(	ACUSHNET COMPANY	03/26/2019	Regular	806.87	48679
(	ALLGEIER, MARTIN AND ASSOCIATES, INC.	03/26/2019	Regular	1423.92	48680
(	AMERICAN WATER TREATMENT INC	03/26/2019	Regular	610.05	48681
(	ANIMAL CARE CLINIC OF BOLIVAR/ LEVIN ROWE	03/26/2019	Regular	170.29	48682
(	BOLIVAR PET HOSPITAL	03/26/2019	Regular	81	48683
(	C&C FARM & HOME SUPPLY INC	03/26/2019	Regular	157.49	48684
(	CAMPBELL PET COMPANY	03/26/2019	Regular	437.29	48685
(	CHEMICAL BROKERS, INC	03/26/2019	Regular	143	48686
(	CONNER SERVICE CO	03/26/2019	Regular	1380	48687
(	CONTECH ENGINEERED SOLUTIONS	03/26/2019	Regular	540	48688
(	CORPORATE BUSINESS / SUMNERONE INC	03/26/2019	Regular	616	48689
(	DENNIS OIL CO	03/26/2019	Regular	179.43	48690
(	DOKE PROPANE INC	03/26/2019	Regular	3723.5	48691
(	GARRETSON TRASH SERVICE LLC	03/26/2019	Regular	770	48692
(	GREENSPRO INC	03/26/2019	Regular	8524.8	48693
(	IACP NET	03/26/2019	Regular	875	48694
(	KANSAS COUNSELORS INC	03/26/2019	Regular	22.58	48695
(	MACA	03/26/2019	Regular	60	48696
(	MFA OIL Co	03/26/2019	Regular	2581.98	48697
(	MISSOURI STATE AGENCY FOR SURPLUS PROPE	03/26/2019	Regular	89	48698
(	MO DEPT OF HIGHER EDUCATION	03/26/2019	Regular	99.3	48699
(	OFFICIAL PAYMENT CORPORATIONS	03/26/2019	Regular	6	48700
(	OLLIS/AKERS/ARNEY	03/26/2019	Regular	405	48701



## My Check Report

Date Range: 03/01/2019 - 03/31/2019

	Vendor Name	Payment Date	Payment Type	Payment Amount	Number
(	OZARKS COCA-COLA/DR PEPPER BOTTLING CO	03/26/2019	Regular	210	48702
(	PHILLIPS CAPITAL PARTNERS INC	03/26/2019	Regular	63.75	48703
(	PRAIRIE FIRE COFFEE ROASTERS	03/26/2019	Regular	148.45	48704
(	SCHULTE SUPPLY INC	03/26/2019	Regular	454.4	48705
(	SMITH PAPER & JANITOR SUPPLY CO INC	03/26/2019	Regular	106.8	48706
(	SOUTHERN UNIFORMS & EQUIPMENT	03/26/2019	Regular	447.49	48707
(	SPRINGFIELD WINWATER WORKS CO	03/26/2019	Regular	685.84	48708
(	TRANE US INC	03/26/2019	Regular	875	48709
(	TRI STATE TRUCK CENTER, INC	03/26/2019	Regular	64.76	48710
(	TYLER TECHNOLOGIES	03/26/2019	Regular	6323.65	48711
(	WESTLAKE ACE HARDWARE INC	03/26/2019	Regular	74.88	48712
\	ALLISON, DARLA	03/29/2019	Regular	27.09	48726
\	ALLISON, WILLIAM	03/29/2019	Regular	27.09	48727
(	ANIMAL CARE CLINIC OF BOLIVAR/ LEVIN ROWE	03/29/2019	Regular	40.6	48728
(	APPLIED CONCEPTS INC	03/29/2019	Regular	465	48729
(	BOLIVAR OFFICE EXPRESS/ LOIS COFFEY	03/29/2019	Regular	72.9	48730
(	BOLIVAR R-1 SCHOOL DISTRICT	03/29/2019	Regular	639	48731
(	BRADFORD, GARY	03/29/2019	Regular	16.59	48732
(	CINTAS CORP #569	03/29/2019	Regular	27.72	48733
(	CREATIVE PRODUCT SOURCING, INC	03/29/2019	Regular	76	48734
\	DICKENSHEET, DEBORAH	03/29/2019	Regular	27.91	48735
(	DOKE PROPANE INC	03/29/2019	Regular	2530	48736
\	HERBERT, JESSICA	03/29/2019	Regular	33.01	48737
\	KRISTEN SMITH	03/29/2019	Regular	57.64	48738
(	PEACEKEEPERS INVESTMENTS LLC.	03/29/2019	Regular	150	48739
(	POLK COUNTY SHERIFF'S OFFICE	03/29/2019	Regular	180	48740
(	PRAIRIE FIRE COFFEE ROASTERS	03/29/2019	Regular	69.99	48741
\	QUICK, JESSICA	03/29/2019	Regular	25.73	48742
(	SMITH PAPER & JANITOR SUPPLY CO INC	03/29/2019	Regular	81.31	48743
\	SMITH, WANDA	03/29/2019	Regular	25.45	48744
(	STEPPING STONES OFFICE PRODUCTS	03/29/2019	Regular	367.13	48745
\	VADER, JOSH	03/29/2019	Regular	52.36	48746
\	WELCH, SPENCER	03/29/2019	Regular	32.19	48747
(	WEST, CAROL	03/29/2019	Regular	34.8	48748
(	OLLIS/AKERS/ARNEY	03/01/2019	Bank Draft	30584.09	DFT0001603
(	BB&T GOVERNMENTAL FINANCE	03/01/2019	Bank Draft	171290.75	DFT0001607
(	CLAYTON HOLDINGS, LLC (COMMERCE BANK)	03/03/2019	Bank Draft	3498.79	DFT0001608
(	COMMERCE BANK- WATER TOWER/ROAD IMPF	03/01/2019	Bank Draft	3939.78	DFT0001609
(	COMMERCE BANK - FIRE TRUCK	03/05/2019	Bank Draft	6445.72	DFT0001610
(	COMMERCE BANK - FIRE TRUCK	03/06/2019	Bank Draft	5033.47	DFT0001611
(	SOUTHWEST ELECTRIC COOP	03/11/2019	Bank Draft	2736.37	DFT0001634
(	MO DEPT OF REVENUE	03/04/2019	Bank Draft	7.5	DFT0001646
(	WINDSTREAM	03/22/2019	Bank Draft	4804.01	DFT0001649
(	WINDSTREAM	03/27/2019	Bank Draft	89.75	DFT0001650
(	WINDSTREAM	03/27/2019	Bank Draft	156.08	DFT0001651
(	POSTMASTER	03/07/2019	Bank Draft	500	DFT0001652
(	MO DEPT OF REVENUE	03/08/2019	Bank Draft	3361.5	DFT0001653
(	US BANCORP EQUIPMENT FINANCE INC	03/23/2019	Bank Draft	651.85	DFT0001654
(	ZION BANK	03/01/2019	Bank Draft	52670.54	DFT0001655
(	ANTHEM BLUE CROSS/BLUE SHIELD	03/04/2019	Bank Draft	58856	DFT0001656
(	PRIMEFLEX ADMIN SERVICES, LLC.	03/10/2019	Bank Draft	104.4	DFT0001657
(	BOSTON MUTUAL	03/02/2019	Bank Draft	86.04	DFT0001658
(	COMMERCE BANK- (941)	03/04/2019	Bank Draft	595.42	DFT0001660
(	COMMERCE BANK- (941)	03/07/2019	Bank Draft	28271.8	DFT0001661
(	HARTFORD	03/02/2019	Bank Draft	1349.64	DFT0001662
(	THE GUARDIAN LIFE INS CO. OF AMERICA	03/04/2019	Bank Draft	350.64	DFT0001663
(	COMMERCE BANK- (941)	03/05/2019	Bank Draft	129.9	DFT0001664
(	TASC- FLEX	03/09/2019	Bank Draft	1784.12	DFT0001665
(	CLAYTON HOLDINGS, LLC (COMMERCE BANK)	03/08/2019	Bank Draft	3591.74	DFT0001669

## My Check Report

Date Range: 03/01/2019 - 03/31/2019

	Vendor Name	Payment Date	Payment Type	t	Payment Amount	Number
(	FAMILY SUPPORT PAYMENT CENTER	03/12/2019	Bank Draft		394.39	DFT0001670
(	METROPOLITAN LIFE INS CO	03/01/2019	Bank Draft		4471.24	DFT0001671
(	MUTUAL OF OMAHA	03/02/2019	Bank Draft		3012.43	DFT0001672
(	US BANCORP EQUIPMENT FINANCE INC	03/27/2019	Bank Draft		223.8	DFT0001673
(	MO DEPT OF REVENUE	03/12/2019	Bank Draft		22.5	DFT0001674
(	COMMERCE BANK- (941)	03/12/2019	Bank Draft		191.7	DFT0001675
(	MO LAGERS	03/12/2019	Bank Draft		25930.83	DFT0001682
(	MO DEPT OF REVENUE	03/20/2019	Bank Draft		4195.14	DFT0001686
(	FAMILY SUPPORT PAYMENT CENTER	03/22/2019	Bank Draft		184.62	DFT0001687
(	COMMERCE BANK- (941)	03/21/2019	Bank Draft		28636.9	DFT0001689
(	MO DEPT OF REVENUE	03/21/2019	Bank Draft		3450.5	DFT0001690
(	MO DEPT OF REVENUE	03/27/2019	Bank Draft		7.5	DFT0001692
(	COMMERCE BANK- (941)	03/28/2019	Bank Draft		595.42	DFT0001693
(	JMARK BUSINESS SOLUTIONS, INC	03/20/2019	Bank Draft		8886.75	DFT0001701
(	WEX BANK/WRIGHT EXPRESS	03/05/2019	Bank Draft		4904.57	DFT0001707
(	COMMERCE BANK- CARDS	03/26/2019	Bank Draft		33698.64	DFT0001708
(	TASC- FLEX	03/22/2019	Bank Draft		1784.12	DFT0001710
(	TASC	03/26/2019	Bank Draft		631.75	DFT0001716
(	TASC	03/25/2019	Bank Draft		348	DFT0001717
(	ANTHEM BLUE CROSS/BLUE SHIELD	03/28/2019	Bank Draft		62777.15	DFT0001718
(	BOSTON MUTUAL	03/30/2019	Bank Draft		86.04	DFT0001719
(	HARTFORD	03/30/2019	Bank Draft		1289.08	DFT0001721
(	MUTUAL OF OMAHA	03/29/2019	Bank Draft		2857.89	DFT0001723
(	THE GUARDIAN LIFE INS CO. OF AMERICA	03/28/2019	Bank Draft		500.82	DFT0001724

4/11/2019 5:45:03 PM

Page 4 of 7

## My Check Report

Date Range: 03/01/2019 - 03/31/2019

	Vendor Name	Payment Date	Payment Type	t	Payment Amount	Number
<b>Bank Code: CTC-COURT CASH ACCT</b>						
(	CITY OF BOLIVAR	03/11/2019	Regular		12613.38	1427
(	MO DEPT OF PUBLIC SAFETY	03/11/2019	Regular		90	1428
(	MO DEPT OF REVENUE	03/11/2019	Regular		634.57	1429
(	POLK COUNTY HOUSE OF HOPE	03/11/2019	Regular		183.5	1430
(	POLK COUNTY TREASURER	03/11/2019	Regular		181.68	1431
(	SHERIFF'S RETIREMENT FUND	03/11/2019	Regular		270.5	1432
<b>Bank Code: POUND-DOG POUND FUND</b>						
(	TRACTOR SUPPLY	03/26/2019	Regular		324.28	1028



**Mark Webb**  
**Chief of Police**

## **Bolivar Police Department**

**211W. Walnut Street, P.O. Box 9 Bolivar, Missouri 65613**

**Phone: (417) 326-5298 Fax: (417) 326-6076**

***info@bolivarpolice.org***

### **Intra-Departmental Communication**

TO: Chief M. Webb

FROM: Melissa Kuchta

DATE: 04/01/2019

SUBJECT: Monthly Audits/statistical data March, 2019

Chief, attached are the reports you request to see each month to include the following:

Total Incidents by **OFFENSE**: BPD took **93** (102 in February) reports in March indicating the highest incident totals are Stealing, Assault, Burglary, Property Damage, and Mental Health related offenses. (Incident report by statutes summary)

**CALLS FOR SERVICE**: BPD responded to **1522** (1199 for February) calls for service for the month of March. (Graph attached: Day of week/time of day) indicate Monday at 1600 hours are peak times for calls for service to be generated and responded to. The highest calls for service include but not limited to: Follow-up investigations, traffic violation, call backs, well-being checks and general information calls.

**ARREST**: BPD Officers arrested/cited/cleared **70** offenses-warrants in March (62 in February) totals by violation and offense: Our higher numbers appear to be from warrant arrest, stealing, driving while revoked or suspended, and assault. (Arrest with all charges by date range summary)

**CITATIONS**: BPD issued **126** (89 in February) citations in March. Totals by violation indicate the highest totals of citations include; Driving while suspended, no proof of insurance, no valid operator's license and parking violations. (Summons/citation charge summary)

**FIELD CONTACTS**: BPD conducted **32** (26 in February) Field contacts in March for the following: Assist agency contacts, civil request, Found Property, requested contact documented reports, Instigative contacts, Lost Property, Suspicious Activity and other non-related contacts. (Field contact reason summary report)

**RACIAL PROFILING REPORT**: BPD conducted **276** (381 in January) traffic stops in February. Traffic stops are broken down in to 16 different categories: Race, type of stop, reason for stop, location of stop, gender, age, residency, stops resulting in searches, total stops involving searches, probable cause authority for the search, duration of the search, discovery of contraband, arrest, and crimes violated as a result of the arrest. See attached spreadsheet for totals in each category. (Racial profiling report summary)

## Incident Report By Statutes

Offense: 195.202-003Y200935 MISD. POSSESSION OF UP TO 35 GRAMS MARIJUANA

	Date/Time	Reported	Case #	System ID
1)	03/18/2019	07:38	2019-10461	20235

Offense: 225.1040 M-PROPERTY DAMAGE

	Date/Time	Reported	Case #	System ID
1)	03/01/2019	11:12	2019-10357	20126
2)	03/04/2019	12:43	2019-10373	20142
3)	03/14/2019	13:37	2019-10440	20211
4)	03/20/2019	16:44	2019-10480	20254
5)	03/22/2019	19:07	2019-10492	20268

Offense: 225.1110 M-STEALING (ALL OTHER LARCENY)

	Date/Time	Reported	Case #	System ID
1)	03/05/2019	08:15	2019-10385	20154
2)	03/08/2019	13:50	2019-10401	20171
3)	03/11/2019	17:46	2019-10417	20187
4)	03/19/2019	08:40	2019-10469	20243
5)	03/28/2019	15:26	2019-10526	20303

Offense: 225.120 M-ASSAULT (INTIMIDATION-NON INJURY)

	Date/Time	Reported	Case #	System ID
1)	03/01/2019	11:12	2019-10357	20126
2)	03/17/2019	18:22	2019-10457	20231

Offense: 225.1200 M-SHOPLIFTING

	Date/Time	Reported	Case #	System ID
1)	03/03/2019	22:13	2019-10367	20136
2)	03/09/2019	19:25	2019-10411	20182
3)	03/30/2019	20:15	2019-10538	20315

Offense: 225.130 M-ASSAULT (SIMPLE ASSAULT)

	Date/Time	Reported	Case #	System ID
1)	03/04/2019	02:27	2019-10368	20137
2)	03/04/2019	16:38	2019-10376	20145
3)	03/13/2019	12:41	2019-10428	20199
4)	03/14/2019	11:20	2019-10437	20208
5)	03/14/2019	15:26	2019-10445	20217
6)	03/20/2019	12:25	2019-10478	20252



7)	03/23/2019	18:26	2019-10498	20274
8)	03/25/2019	18:02	2019-10509	20285
9)	03/26/2019	16:51	2019-10518	20295
10)	03/26/2019	23:44	2019-10521	20298
11)	03/29/2019	20:17	2019-10532	20309
12)	03/30/2019	21:31	2019-10540	20317

**Offense: 225.180**

**M-ENDANGERING THE WELFARE OF A CHILD**

	<b>Date/Time</b>	<b>Reported</b>	<b>Case #</b>	<b>System ID</b>
1)	03/15/2019	01:35	2019-10443	20215
2)	03/18/2019	18:11	2019-10467	20241

**Offense: 225.1800**

**M-POSSESSION OF MARIJUANA**

	<b>Date/Time</b>	<b>Reported</b>	<b>Case #</b>	<b>System ID</b>
1)	03/17/2019	21:13	2019-10458	20232

**Offense: 225.1830**

**M-POSSESSION OF DRUG PARAPHERNALIA**

	<b>Date/Time</b>	<b>Reported</b>	<b>Case #</b>	<b>System ID</b>
1)	03/17/2019	21:13	2019-10458	20232
2)	03/18/2019	22:52	2019-10464	20238

**Offense: 225.200**

**M- VIOLATION OF ORDER OF PROTECTION**

	<b>Date/Time</b>	<b>Reported</b>	<b>Case #</b>	<b>System ID</b>
1)	03/13/2019	10:48	2019-10426	20197

**Offense: 225.2210**

**M-MISUSE OF 911**

	<b>Date/Time</b>	<b>Reported</b>	<b>Case #</b>	<b>System ID</b>
1)	03/09/2019	08:25	2019-10408	20178

**Offense: 225.670**

**M-PEACE DISTURBANCE**

	<b>Date/Time</b>	<b>Reported</b>	<b>Case #</b>	<b>System ID</b>
1)	03/07/2019	14:41	2019-10396	20166

**Offense: 303.024-001Y201726**

**COUNTERFEITING/FORGERY**

	<b>Date/Time</b>	<b>Reported</b>	<b>Case #</b>	<b>System ID</b>
1)	03/15/2019	13:17	2019-10447	20220
2)	03/16/2019	20:51	2019-10452	20226

**Offense: 315.040**

**M-LEAVING THE SCENE OF AN ACCIDENT**

	<b>Date/Time</b>	<b>Reported</b>	<b>Case #</b>	<b>System ID</b>
1)	03/09/2019	15:09	2019-10410	20180

Offense: 565.091-001Y201753

HARASSMENT - 2ND DEGREE (MISD)

Date/Time	Reported	Case #	System ID
1) 03/02/2019	13:03	2019-10362	20131

Offense: 568.060

CHILD ABUSE

Date/Time	Reported	Case #	System ID
1) 03/14/2019	18:09	2019-10442	20213
2) 03/25/2019	21:16	2019-10510	20287
3) 03/26/2019	11:05	2019-10514	20291

Offense: 570.030-001Y200923

THEFT/STEALING (VALUE OF PROPERTY OR SERVICES IS LESS

Date/Time	Reported	Case #	System ID
1) 03/13/2019	19:03	2019-10431	20202

Offense: 570.030-002Y200923

STEALING MOTOR FUEL

Date/Time	Reported	Case #	System ID
1) 03/12/2019	12:22	2019-10422	20192

Offense: 570.030-043Y201723

STEALING

Date/Time	Reported	Case #	System ID
1) 03/01/2019	10:59	2019-10355	20123
2) 03/16/2019	20:51	2019-10452	20226

Offense: 570.030-044Y201723

STEALING - VALUE LESS THAN \$150 AND NO PRIOR STEALING

Date/Time	Reported	Case #	System ID
1) 03/12/2019	12:22	2019-10421	20191

Offense: 600.145

M-MIP (BEER/LIQUOR) VISIBLY INTOXICATED (SALE OR

Date/Time	Reported	Case #	System ID
1) 03/06/2019	23:53	2019-10392	20162

Offense: ASSAULT

ASSAULT AGGRAVATED

Date/Time	Reported	Case #	System ID
1) 03/09/2019	19:21	2019-10412	20181

Offense: ASSAULT SIMPLE

ASSAULT SIMPLE

Date/Time	Reported	Case #	System ID
1) 03/01/2019	20:32	2019-10359	20128
2) 03/07/2019	12:33	2019-10394	20164
3) 03/13/2019	23:50	2019-10435	20206
4) 03/14/2019	14:17	2019-10441	20212
5) 03/16/2019	10:58	2019-10449	20223

6)	03/18/2019	05:20	2019-10460	20234
7)	03/20/2019	07:18	2019-10477	20251
8)	03/23/2019	00:38	2019-10494	20270
9)	03/27/2019	21:16	2019-10524	20301

**Offense: BURGLARY**

**BURGLARY/BREAKING & ENTERING**

	Date/Time	Reported	Case #	System ID
1)	03/01/2019	09:28	2019-10354	20122
2)	03/01/2019	13:21	2019-10356	20124
3)	03/02/2019	06:19	2019-10360	20129
4)	03/17/2019	11:00	2019-10454	20228
5)	03/18/2019	05:20	2019-10460	20234
6)	03/27/2019	20:17	2019-10523	20300

**Offense: COUNTERFEITING/FORGER**

**COUNTERFEITING/FORGERY**

	Date/Time	Reported	Case #	System ID
1)	03/04/2019	17:43	2019-10377	20146
2)	03/08/2019	10:13	2019-10399	20169
3)	03/15/2019	15:29	2019-10448	20221

**Offense: DESTRUCTION**

**DESTRUCTION/DAMAGE/VANDALISM OF PROPERTY**

	Date/Time	Reported	Case #	System ID
1)	03/05/2019	12:25	2019-10382	20151
2)	03/20/2019	12:25	2019-10478	20252

**Offense: DRUG**

**DRUG/NARCOTIC VIOLATIONS**

	Date/Time	Reported	Case #	System ID
1)	03/06/2019	23:35	2019-10433	20204
2)	03/10/2019	00:02	2019-10413	20183
3)	03/20/2019	00:55	2019-10476	20250
4)	03/22/2019	11:49	2019-10489	20264

**Offense: DRUGS**

**DRUGS EQUIPMENT VIOLATIONS**

	Date/Time	Reported	Case #	System ID
1)	03/10/2019	00:02	2019-10413	20183
2)	03/18/2019	05:20	2019-10460	20234
3)	03/20/2019	00:55	2019-10476	20250

**Offense: FRAUD**

**FALSE PRETENSES/SWINDLE/CONFIDENCE GAME**

	Date/Time	Reported	Case #	System ID
1)	03/21/2019	14:50	2019-10486	20260

**Offense: LARCENY BUILDING                      THEFT FROM BUILDING**

	<b>Date/Time</b>	<b>Reported</b>	<b>Case #</b>	<b>System ID</b>
1)	03/02/2019	20:50	2019-10364	20133
2)	03/06/2019	23:53	2019-10392	20162
3)	03/08/2019	16:20	2019-10403	20173
4)	03/13/2019	19:37	2019-10432	20203
5)	03/30/2019	21:18	2019-10539	20316

**Offense: LARCENY OTHER                      ALL OTHER LARCENY**

	<b>Date/Time</b>	<b>Reported</b>	<b>Case #</b>	<b>System ID</b>
1)	03/16/2019	19:15	2019-10451	20225

**Offense: LARCENY VEHICLE                      THEFT FROM MOTOR VEHICLE**

	<b>Date/Time</b>	<b>Reported</b>	<b>Case #</b>	<b>System ID</b>
1)	03/05/2019	12:25	2019-10382	20151
2)	03/21/2019	07:25	2019-10482	20256

**Offense: MENTAL HEALTH                      MENTAL HEALTH (96 HR/SUICIDALTENDENCIES)**

	<b>Date/Time</b>	<b>Reported</b>	<b>Case #</b>	<b>System ID</b>
1)	03/05/2019	12:38	2019-10383	20152
2)	03/06/2019	19:46	2019-10391	20161
3)	03/13/2019	11:23	2019-10427	20198
4)	03/13/2019	23:50	2019-10435	20206
5)	03/22/2019	22:46	2019-10493	20269

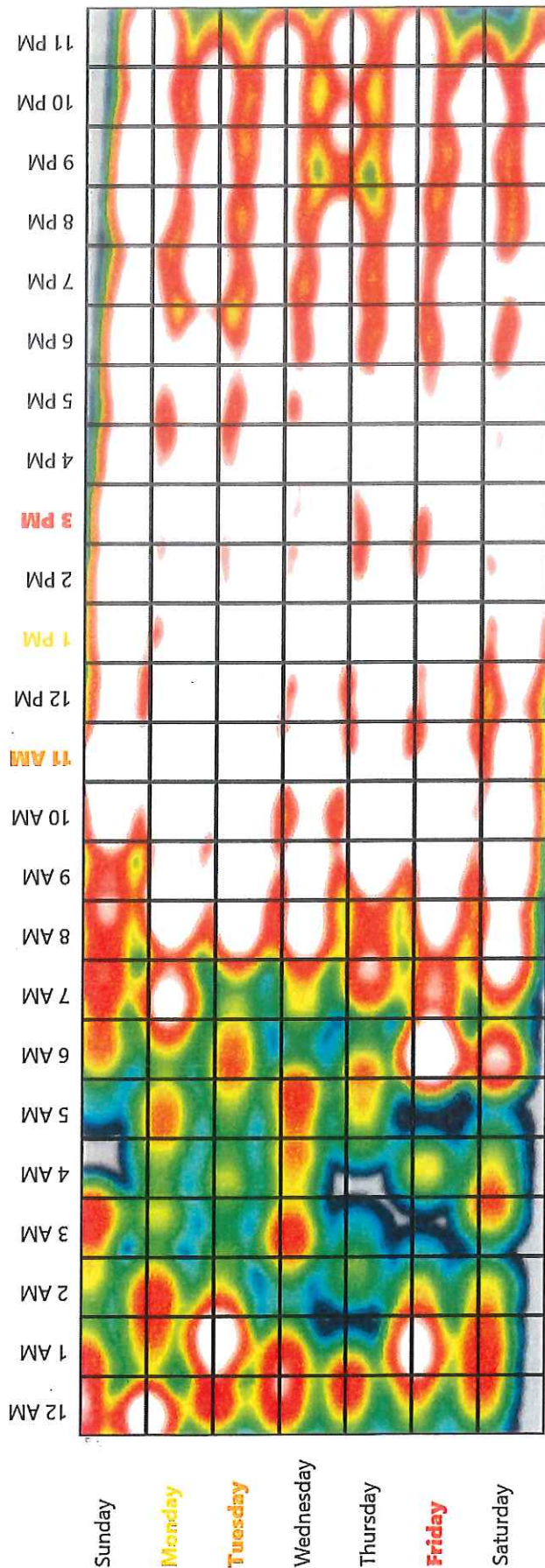
**Offense: MOTOR VEHICLE                      MOTOR VEHICLE THEFT**

	<b>Date/Time</b>	<b>Reported</b>	<b>Case #</b>	<b>System ID</b>
1)	03/14/2019	12:04	2019-10439	20209
2)	03/18/2019	16:23	2019-10466	20239



Selected Date Range: 3/1/2019 - 3/31/2019

Most Common Day(s): Friday Most Common Time(s): 1500 Hours



Calls For Service

## Arrests with All Charges by Date Range

Date Range: 03/01/2019 - 03/31/2019

Arrest Date	Seq #	Cnt	Charge Description	Arresting Officer	Case #	Sys ID
03/02/2019	1	1	M-WARRANT ARREST ONLY	TOLER, B.	201910363	8858
03/02/2019	1	1	M-WARRANT ARREST ONLY	MACCARELLA, R.	201910507	8900
03/03/2019	1	1	DOMESTIC ASSAULT - 4TH DEGREE	HOOVER, J.	201910346	8855
03/03/2019	1	1	M-WARRANT ARREST ONLY	LANKFORD, D.	201910365	8864
03/03/2019	1	1	M-SHOPLIFTING	PETERSON, N.	201910355	8866
03/04/2019	1	1	M-ASSAULT (SIMPLE ASSAULT)	PETERSON, N.	201910368	8861
03/04/2019	1	1	M-ASSAULT (SIMPLE ASSAULT)	PETERSON, N.	201910368	8862
03/04/2019	1	1	M-SHOPLIFTING	PETERSON, N.	201910367	8863
	2	1	M-WARRANT ARREST ONLY			
03/04/2019	1	1	M-ASSAULT (SIMPLE ASSAULT)	LANKFORD, D.	201910376	8865
03/05/2019	1	1	M-DRIVING WHILE SUSPENDED OR	HAMP, T.	201910386	8871
03/05/2019	1	1	M-WARRANT ARREST ONLY	MCGOWIN, J.	201910381	8879
03/05/2019	1	1	M-WARRANT ARREST ONLY	MCGOWIN, J.	201910381	8880
03/06/2019	1	1	M-WARRANT ARREST ONLY	PETERSON, N.	201910388	8872
	2	1	M-WARRANT ARREST ONLY			
	3	1	M-WARRANT ARREST ONLY			
	4	1	M-WARRANT ARREST ONLY			
	5	1	M-WARRANT ARREST ONLY			
03/06/2019	1	1	M-ENDANGERING THE WELFARE OF A	HAMP, T.	201910387	8887
	2	1	M-CARELESS AND IMPRUDENT DRIVING			
	3	1	M-DRIVING WHILE SUSPENDED OR			
03/06/2019	1	1	M-WARRANT ARREST ONLY	HAMP, T.	201910387	8888
03/07/2019	1	1	M-ASSAULT (SIMPLE ASSAULT)	TOLER, B.	201910394	8867
03/07/2019	1	1	M-WARRANT ARREST ONLY	BRIDGES, N.	201910397	8868
03/08/2019	1	1	M-WARRANT ARREST ONLY	MACCARELLA, R.	201910402	8874
	2	1	M-WARRANT ARREST ONLY			
03/09/2019	1	1	M-STEALING (ALL OTHER LARCENY)	HOOVER, J.	201910392	8869
	2	1	M-MIP (BEER/LIQUOR) VISIBLY			
03/09/2019	1	1	M-STEALING (ALL OTHER LARCENY)	HOOVER, J.	201910392	8870
	2	1	M-MIP (BEER/LIQUOR) VISIBLY			
03/09/2019	1	1	M-WARRANT ARREST ONLY	MORRIS, M.	201910409	8873

Arrest Date	Seq #	Cnt	Charge Description	Arresting Officer	Case #	Sys ID
03/10/2019	1	1	POSS CONTROLLED SUBSTANCE EXCEPT	PETERSON, N.	201910413	8875
	2	1	POSSESSION OF MARIJUANA/SYNTHETIC			
	3	1	M-POSSESSION OF DRUG			
	4	1	M-WARRANT ARREST ONLY			
03/11/2019	1	1	M-WARRANT ARREST ONLY	LANKFORD, D.	201910416	8876
	2	1	M-WARRANT ARREST ONLY			
03/12/2019	1	1	M-WARRANT ARREST ONLY	GILMORE, M.	201910418	8877
03/12/2019	1	1	M-WARRANT ARREST ONLY	PETERSON, N.	201910419	8886
03/12/2019	1	1	M-WARRANT ARREST ONLY	SCOTT, M.	201910423	8909
03/13/2019	1	1	M-ASSAULT (SIMPLE ASSAULT)	HOOVER, J.	201910435	8904
03/13/2019	1	1	M- VIOLATION OF ORDER OF	PETERSON, N.	201910426	8910
03/15/2019	1	1	M-STEALING (ALL OTHER LARCENY)	PAINTER, M.	201910312	8878
03/15/2019	1	1	M-ASSAULT (SIMPLE ASSAULT)	PAINTER, M.	201910437	8881
03/15/2019	1	1	M-ASSAULT (SIMPLE ASSAULT)	PAINTER, M.	201910445	8884
03/16/2019	1	1	M-ASSAULT (SIMPLE ASSAULT)	PAINTER, M.	201910449	8917
03/16/2019	1	1	M-SHOPLIFTING	MCGOWIN, J.	201910450	8924
03/17/2019	1	1	M-POSSESSION OF MARIJUANA	MACCARELLA, R.	201910458	8882
	2	1	M-POSSESSION OF DRUG			
03/17/2019	1	1	M-WARRANT ARREST ONLY	MORRIS, M.	201910455	8889
	2	1	M-WARRANT ARREST ONLY			
03/18/2019	1	1	M-POSSESSION OF MARIJUANA	HOOVER, J.	201910461	8883
	2	1	M-WARRANT ARREST ONLY			
	3	1	M-WARRANT ARREST ONLY			
	4	1	M-WARRANT ARREST ONLY			
03/18/2019	1	1	M-WARRANT ARREST ONLY	SCOTT, M.	201910453	8885
03/18/2019	1	1	M-WARRANT ARREST ONLY	MACCARELLA, R.	201910462	8890
03/18/2019	1	1	M-WARRANT ARREST ONLY	GILMORE, M.	201910459	8891
03/18/2019	1	1	M-POSSESSION OF DRUG	HAMP, T.	201910460	8897
03/18/2019	1	1	M-DRIVING WHILE SUSPENDED OR	SCOTT, M.	201910456	8899
03/18/2019	1	1	M-POSSESSION OF DRUG	PETERSON, N.	201910464	8907
03/19/2019	1	1	M-DRIVING WHILE SUSPENDED OR	HAMP, T.	201910475	8896
03/19/2019	1	1	M-WARRANT ARREST ONLY	PETERSON, N.	201910473	8898
03/19/2019	1	1	M-DRIVING WHILE SUSPENDED OR	PETERSON, N.	201910470	8901
03/19/2019	1	1	M-WARRANT ARREST ONLY	MACCARELLA, R.	201910474	8905
03/19/2019	1	1	M-ENDANGERING THE WELFARE OF A	PETERSON, N.	201910467	8906

Arrest Date	Seq #	Cnt	Charge Description	Arresting Officer	Case #	Sys ID
	2	1	M-WARRANT ARREST ONLY			
03/20/2019	1	1	M-POSSESSION OF MARIJUANA	HAMP, T.	201910476	8895
	2	1	M-POSSESSION OF DRUG			
03/22/2019	1	1	M-DRIVING WHILE SUSPENDED OR	MCGOWIN, J.	201910491	8922
03/22/2019	1	1	M-WARRANT ARREST ONLY	ANKROM, R.	201910489	8925
	2	1	M-WARRANT ARREST ONLY			
03/23/2019	1	1	DOMESTIC ASSAULT - 4TH DEGREE	HOOVER, J.	201910494	8892
03/23/2019	1	1	M-WARRANT ARREST ONLY	MACCARELLA, R.	201910499	8893
03/23/2019	1	1	M-WARRANT ARREST ONLY	PETERSON, N.	201910495	8894
	2	1	M-WARRANT ARREST ONLY			
03/23/2019	1	1	M-DRIVING WHILE SUSPENDED OR	SCOTT, M.	201910497	8911
03/24/2019	1	1	M-WARRANT ARREST ONLY	LANKFORD, D.	201910502	8902
03/24/2019	1	1	M-WARRANT ARREST ONLY	MACCARELLA, R.	201910503	8903
03/24/2019	1	1	M-DRIVING WHILE SUSPENDED OR	SCOTT, M.	201910504	8912
03/25/2019	1	1	FELONY DRIVING WHILE	PETERSON, N.	201910506	8908
03/26/2019	1	1	M-WARRANT ARREST ONLY	HAMP, T.	201910511	8913
03/26/2019	1	1	M-WARRANT ARREST ONLY	HAMP, T.	201910511	8914
03/26/2019	1	1	M-ASSAULT (SIMPLE ASSAULT)	PETERSON, N.	201910498	8915
03/26/2019	1	1	M-ASSAULT (SIMPLE ASSAULT)	PETERSON, N.	201910509	8918
03/26/2019	1	1	M-ASSAULT (SIMPLE ASSAULT)	HAMP, T.	201910521	8929
03/27/2019	1	1	M-WARRANT ARREST ONLY	HOOVER, J.	201910522	8916
03/27/2019	1	1	M-WARRANT ARREST ONLY	MCGOWIN, J.	201910525	8923
03/29/2019	1	1	M-TRESPASSING	HOOVER, J.	201910531	8920
03/29/2019	1	1	M-DRIVING WHILE SUSPENDED OR	HOOVER, J.	201910527	8921
03/29/2019	1	1	M-ASSAULT (SIMPLE ASSAULT)	PAINTER, M.	201910532	8927
03/30/2019	1	1	M-WARRANT ARREST ONLY	HOOVER, J.	201910535	8928
03/31/2019	1	1	M-ASSAULT (SIMPLE ASSAULT)	PAINTER, M.	201910540	8926



**Summons/Citations Charge Summary**

Date Range: 03/01/2019 00:00:00 - 03/31/2019 23:59:59

Charges	Count
M- VIOLATION OF ORDER OF PROTECTION	1
M-ASSAULT (INTIMIDATION-NON INJURY)	1
M-ASSAULT (SIMPLE ASSAULT)	17
M-CARELESS AND IMPRUDENT DRIVING	1
M-DEFECTIVE EQUIPMENT	1
M-DRIVING WHILE SUSPENDED OR	8
M-ENDANGERING THE WELFARE OF A	2
M-FAIL TO OBEY TRAFFIC DEVICE (RED	4
M-FAILURE TO EXHIBIT INSURANCE (PROOF	4
M-FAILURE TO REGISTER MOTOR VEHICLE	11
M-FAILURE TO YIELD RIGHT OF WAY	6
M-FOLLOWING TOO CLOSE	1
M-NO PARKING ZONE / PARKING WHERE	1
M-NO PROOF OF INSURANCE	4
M-NO VALID OPERATOR'S LICENSE	3
M-OBSTRUCTING/IMPEDING TRAFFIC	1
M-OVERTIME PARKING	27
M-PARKED ON WRONG SIDE, FACING	4
M-PARKING DURING PROHIBITED HOURS	1
M-PARKING IN HANDICAP ZONE	4
M-POSSESSION OF DRUG PARAPHERNALIA	3
M-POSSESSION OF MARIJUANA	1
M-SEATBELT REQUIRED	1
M-SHOPLIFTING	2
M-SPEEDING	8
M-SPEEDING INSIDE CBD	3
M-STEALING (ALL OTHER LARCENY)	3
M-TRESPASSING	1
MISD. POSSESSION OF UP TO 35 GRAMS	1
STEALING	1
<b>Total:</b>	<b>126</b>

**Field Contact By Reason Summary Report**

Date Range: 03/01/2019 - 03/31/2019, Agency: BPD

Reason for Contact	Count
Assist Other Law Enforcement Dept	4
Childrens Division Assist Agency	3
Found Property	5
Rp Requested Info Documented	4
Investigative	5
Prv. Prop. Mva (no Inj /dam Under \$500)	3
Other	7
Suspicious Activity	1

# Racial Profiling Report

Date Range: 02/01/2019 00:00:00 - 02/28/2019 23:59:59

## Racial Profile

### Summary of 276 Stops

Total Stops	
BLACK STOPS	4
HISPANIC STOPS	1
WHITE STOPS	271

Type of Stop	
EQUIPMENT VIOLATION	86
INVESTIGATIVE	14
LICENSE VIOLATION	73
MOVING VIOLATION	119

Stop Reason	
FAIL TO SIGNAL	6
LANE VIOLATION	19
OTHER	54
SPEED	70

Location of Stops	
CITY	218
PRIVATE PROPERTY	1
STATE HIGHWAY	57

Results of Stop	
ARREST	11
CITATION	26
NO ACTION	7
WARNING	244

Gender	
FEMALE	121
MALE	155

Age of Drivers Stopped	
UNDER 18	6
18 TO 29	108
30 TO 39	61
40 AND OVER	101

Resident	
NON RESIDENT	149
RESIDENT	127

Stops Resulting in Searches	
NOT SEARCHED	265
DRIVER AND PROPERTY	6
DRIVER ONLY	4
PROPERTY ONLY	1

Total Stops Involving Searches	
WHITE SEARCHED	11

Probable Cause Authority for Search	
CONSENT	2
DRUG ODOR	3
INVENTORY	2
OTHER	6
PLAIN VIEW	1

Duration of Search	
NO SEARCH DURATION	272
0 TO 15 MINUTES	4

Stops Leading to the Discovery of Contraband	
CONTRABAND DISCOVERED	2

Type of Contraband Discovered	
DRUG/ALCOHOL PARAPHERNALIA	2

Total of Drivers Arrested	
HISPANIC ARRESTED	1
WHITE ARRESTED	18

Crimes/Violations Alleged as result of Arrest	
DRUG VIOLATION	1
DWI	1
OTHER	3
TRAFFIC VIOLATION	16
WARRANT	3

# Racial Profiling Report

Date Range: 02/01/2019 00:00:00 - 02/28/2019 23:59:59

## Racial Profile Black Stops

<b>Total Stops</b>	
BLACK STOPS	4
<b>Type of Stop</b>	
EQUIPMENT VIOLATION	3
MOVING VIOLATION	1
<b>Stop Reason</b>	
OTHER	2
<b>Location of Stops</b>	
CITY	4
<b>Results of Stop</b>	
WARNING	4
<b>Gender</b>	
FEMALE	3
MALE	1
<b>Age of Drivers Stopped</b>	
18 TO 29	4
<b>Resident</b>	
NON RESIDENT	2
RESIDENT	2
<b>Stops Resulting in Searches</b>	
NOT SEARCHED	4
<b>Duration of Search</b>	
NO SEARCH DURATION	4

# Racial Profiling Report

Date Range: 02/01/2019 00:00:00 - 02/28/2019 23:59:59

## Racial Profile Hispanic Stops

<b>Total Stops</b>	
HISPANIC STOPS	1
<b>Type of Stop</b>	
EQUIPMENT VIOLATION	1
<b>Location of Stops</b>	
CITY	1
<b>Results of Stop</b>	
ARREST	1
<b>Gender</b>	
MALE	1
<b>Age of Drivers Stopped</b>	
18 TO 29	1
<b>Resident</b>	
RESIDENT	1
<b>Stops Resulting in Searches</b>	
NOT SEARCHED	1
<b>Duration of Search</b>	
NO SEARCH DURATION	1
<b>Total of Drivers Arrested</b>	
HISPANIC ARRESTED	1
<b>Crimes/Violations Alleged as result of Arrest</b>	
WARRANT	1

# Racial Profiling Report

Date Range: 02/01/2019 00:00:00 - 02/28/2019 23:59:59

## Racial Profile White Stops

Total Stops	
WHITE STOPS	271

Type of Stop	
EQUIPMENT VIOLATION	82
INVESTIGATIVE	14
LICENSE VIOLATION	73
MOVING VIOLATION	118

Stop Reason	
FAIL TO SIGNAL	6
LANE VIOLATION	19
OTHER	52
SPEED	70

Location of Stops	
CITY	213
PRIVATE PROPERTY	1
STATE HIGHWAY	57

Results of Stop	
ARREST	10
CITATION	26
NO ACTION	7
WARNING	240

Gender	
FEMALE	118
MALE	153

Age of Drivers Stopped	
UNDER 18	6
18 TO 29	103
30 TO 39	61
40 AND OVER	101

Resident	
NON RESIDENT	147
RESIDENT	124

Stops Resulting in Searches	
NOT SEARCHED	260
DRIVER AND PROPERTY	6
DRIVER ONLY	4
PROPERTY ONLY	1

Total Stops Involving Searches	
WHITE SEARCHED	11

Probable Cause Authority for Search	
CONSENT	2
DRUG ODOR	3
INVENTORY	2
OTHER	6
PLAIN VIEW	1

Duration of Search	
NO SEARCH DURATION	267
0 TO 15 MINUTES	4

Stops Leading to the Discovery of Contraband	
CONTRABAND DISCOVERED	2

Type of Contraband Discovered	
DRUG/ALCOHOL PARAPHERNALIA	2

Total of Drivers Arrested	
WHITE ARRESTED	18

Crimes/Violations Alleged as result of Arrest	
DRUG VIOLATION	1
DWI	1
OTHER	3
TRAFFIC VIOLATION	16
WARRANT	2

### **New Utility Customers March 2019**

<b>Name</b>	<b>Service Address</b>	<b>City</b>	<b>State</b>
John Wester	508 N Water Ave	Bolivar	MO
Judy Gailey	555 S Gary Ave	Bolivar	MO
Rebecca Lehnig	340 W Aldrich Rd 208	Bolivar	MO
Ronnie Lewis	514 E Division St	Bolivar	MO





# Bolivar City Fire Department

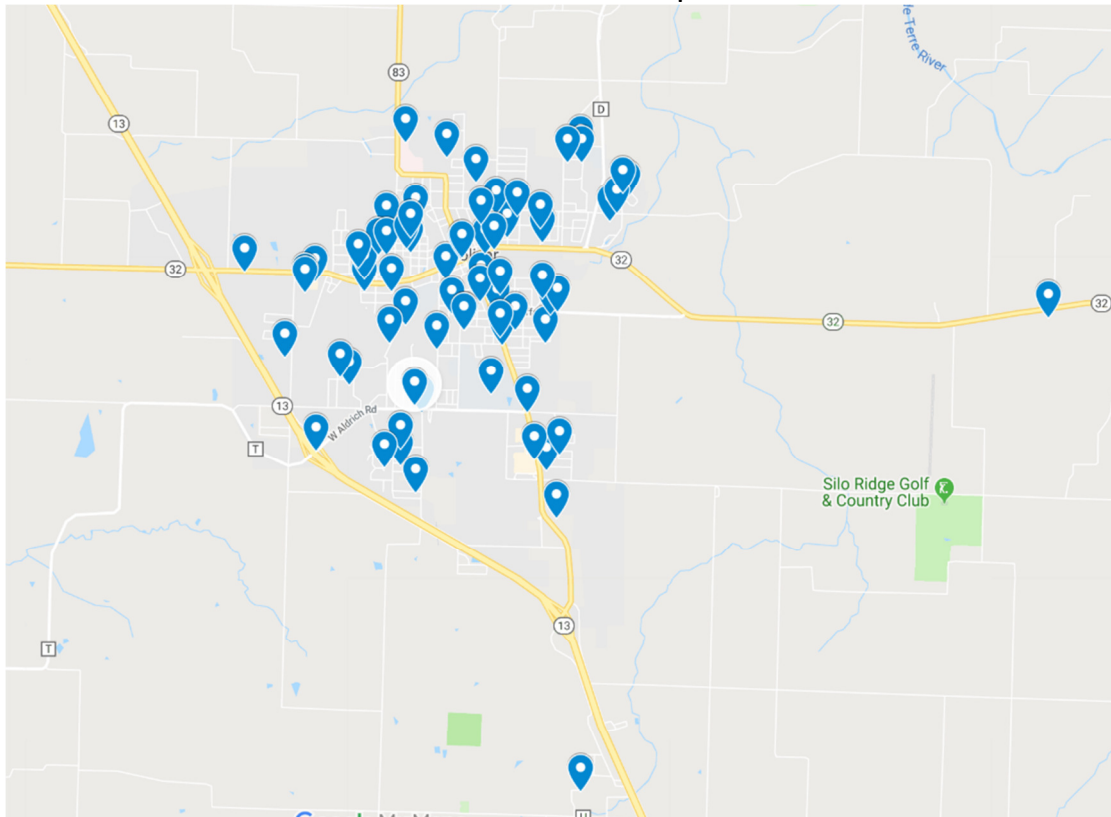
211 West Walnut ~ P.O. Box 9 ~ Bolivar, MO 65613  
Phone 417-326-2489 ~ Fax 417-777-3513

## BCFD Council Report March 2019

### Response Synopsis:

March, 2019

### Incident Location Map



Calls for Service by Type from  
March, 2019

Number of Incidents

Fire Related including alarms and investigations	14
Emergency Medical Response	79
Motor Vehicle Accidents	4
Hazardous Materials	1
Citizen Assist	13
Inspections	0

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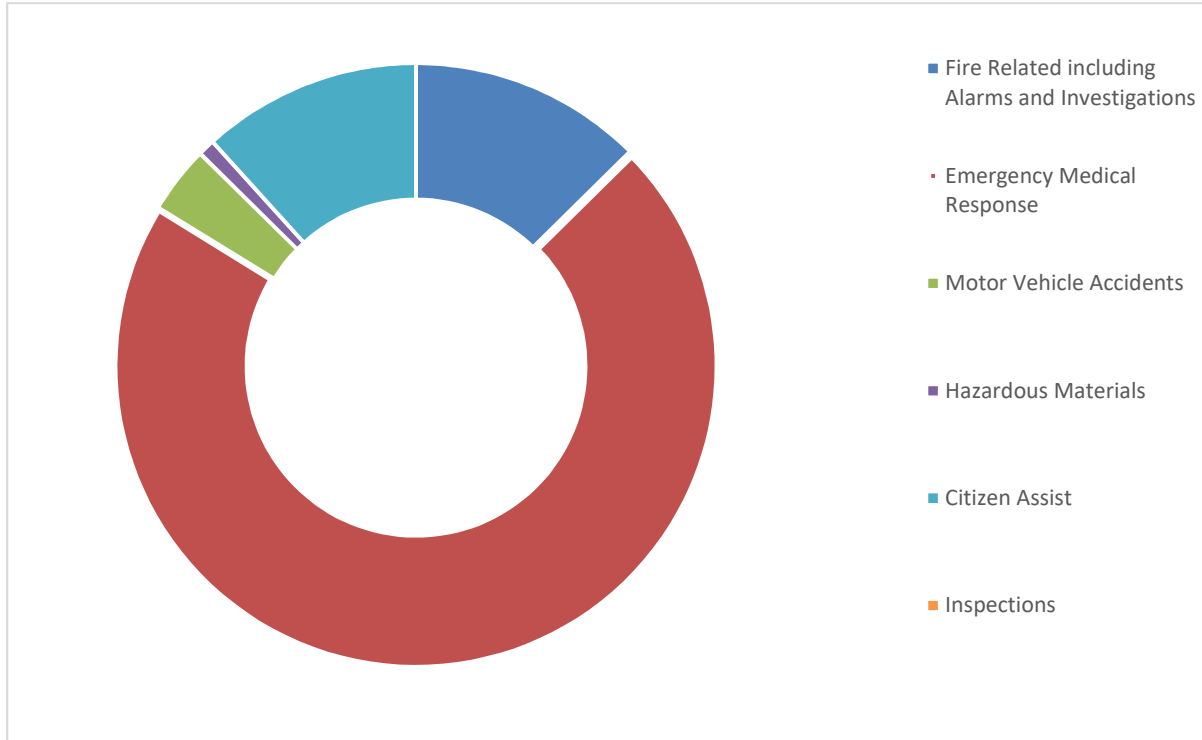
[WWW.BOLIVARCITYFIRE.COM](http://WWW.BOLIVARCITYFIRE.COM)



# Bolivar City Fire Department

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Phone 417-326-2489 ~ Fax 417-777-3513

## Incident Call Type Graph



## Response Time Analysis

The average time of the first arriving unit on scene to priority 1 calls during this timeframe was 5:35.

There were approximately 5% of Concurrent Emergency Incident Responses during this time period.

Unit	Average P1 Enroute Time	Average P1 on Scene Time
R-14 Housed at PSC	1:38	5:07
E-11 Housed at Station 1	2:47	6:05 (Occasionally Housed at PSC)
L-12 Housed at Station 1	5:40	8:54 (Occasionally Housed at PSC)
E-13 Housed at Station 1	5:25	21:34**

\*Priority 1 (P1)

\*\* Mutual Aid apparatus

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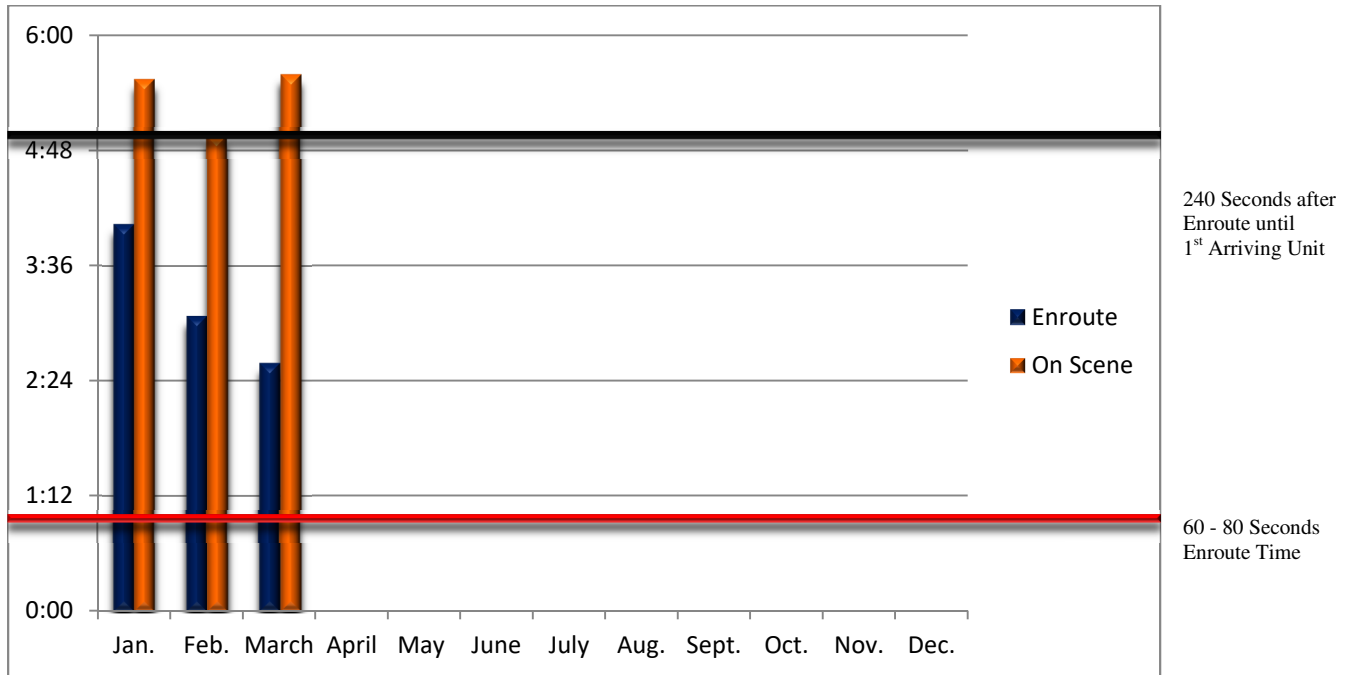
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# Bolivar City Fire Department

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Average En-route and Response times of BCFD Fire Engines & Rescue Companies compared to NFPA Standards & BCFD Service Delivery Goals



Average Response times of BCFD Full Alarm Assignment Capabilities compared to NFPA Standards & BCFD Service Delivery Goals

The NFPA Standard is 480 Seconds (8 minutes) 90% of the time to ensure full alarm assignment is on scene. BCFD is working to accomplish this goal through on duty staff, reserve staff, and mutual aid agreements.

Fire Value lost this month: \$200,000

March 31 call info

Call received:	11:15:42	
E11 enroute	11:20:12	
E11 onscene	11:24:37	4 firefighters on scene
L 12 on Scene**off duty staff**	11: 31:07	2 additional firefighters on scene
First Mutual Aid apparatus on scene	11:40:17	7 additional firefighters
All Mutual aid left due to second call	12:10	
All units cleared	15:58:28	
Mutual Aid received:		

BCFD received Mutual Aid from the following departments:

Central Polk County	Received from: 1	Given to: 3
Morrisville FPD	Received from: 1	

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# Bolivar City Fire Department

211 West Walnut ~ P.O. Box 9 ~ Bolivar, MO 65613  
Phone 417-326-2489 ~ Fax 417-777-3513

## *Letter to the Editor*

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### Thanks to responders

We wanted to send a special thank you to the Bolivar Fire Department, surrounding fire departments and the Bolivar Police Department for their quick response to the fire that happened Sunday morning in our triplex. Due to their quick actions, only one unit suffered significant damage.

I've spent my entire life in Bolivar and Polk County, and I have always believed that the people here look after and care for each other and Sunday made that a fact.

As we stood outside the damaged unit, people from neighboring houses asked if there was anything they could do. They invited us into their homes to escape from the cold. They offered hot drinks.

One side of the triplex that suffered smoke and roof damage is a family with children. It just happened to be one child's birthday that day. Once the fire was put out, the mother brought out a folding table into the yard along with a big birthday cake. She then went around and asked all the firefighters and all that were still there to come over to sing to the child and have a piece of birthday cake.

One of the firefighters went to the firetruck and brought back a firemen's hat for the child to wear, and then we all stood in a circle and sang "Happy Birthday." The child smiled and then had a photo taken with the firefighters. The child then looked up at everyone and said, "This is a birthday I will never forget."

Everyone there that day that took the time to help us and to sing to and wish the child a happy birthday took a very difficult day and turned it into an amazing memory.

Thank you to everyone who was there that day and in the days since who have been so helpful and kind. I'm truly proud to call Bolivar home and appreciate the way we take care of each other.

— AJ and Lori Ellis, Bolivar

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CUE

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# Bolivar City Fire Department

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## March 2019 Fire Inspections/Review

3/4 – Plan Review  
3/6 – Final Inspection  
3/7 – Fire Damage Inspection, N Meadow  
3/7 – Final Inspection, S Gary  
3/7 – Commercial Hood Inspection, Maser Wongs  
3/11 – Plan Review, Frisco Senior Village  
3/11 – Recheck Commercial Hood Inspection, Maser Wongs  
3/11 – Final Inspection, W Walnut  
3/12 – Plan Review  
3/12 – Dangerous Building Notices  
3/13 - Recheck Commercial Hood Inspection, Maser Wongs  
3/14 – Blow Off test Commercial Hood Inspection, Maser Wongs  
3/14 – SBU Pre-construction meeting  
3/14 – Safety Discussions Prep for Board  
3/21 – Flush Test – Tim Scott Carpentry  
3/22 – Final Inspection – Hurricane Bay Car Wash  
3/25 – Inspections / Planning – The Well  
3/25 – Board Presentation Prep – Safety Discussions  
3/26 – Business Inspection  
3/26 – Final Inspection  
3/26 – Board Presentation – Safety Discussions  
3/27 – A-2 Discussions – Occupancy  
3/28 – Plan Review  
3/28 – Meeting A-2 Occupancy  
3/31 – Fire Incident & Inspection, S. Orchard

Thanks,

Kyle Lee  
City of Bolivar – Building & Fire Code Official

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# Bolivar City Fire Department

211 West Walnut ~ P.O. Box 9 ~ Bolivar, MO 65613

Phone 417-326-2489 ~ Fax 417-777-3513

Bolivar City Fire Department

Detailed Activity List

March 2019

Fire Service Leadership Enhancement Coursework for Officers

Bolivar Public Schools Fire Alarm Drills

Play Safe, Be Safe presentations to Head Starts

All staff meeting

Bolivar High School Career Day

Presented Colors for FF Day at the Capital

Department awards banquet

Presentation for Leadership Bolivar

Chief Queen City Meeting

Participated in Statewide tornado drill

Incident review with CMH, COB

Submitted By Deputy Chief Brent Watkins

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**BOLIVARCITY**

**Incident List by Alarm Date/Time**

**Alarm Date Between {03/01/2019} And {03/31/2019}**

<b>Incident-Exp#</b>	<b>Alm Date</b>	<b>Alm Time</b>	<b>Location</b>	<b>Incident Type</b>
19-0301003-000	03/01/2019	06:44:03	1260 S PIKE AVE /SBU MEYE	745 Alarm system activation, no
19-0301004-000	03/01/2019	14:43:49	1319 W MAUPIN ST	311 Medical assist, assist EMS c
19-0302001-000	03/02/2019	11:54:51	3620 S SPRINGFIELD AVE	611 Dispatched & cancelled en ro
19-0302003-000	03/02/2019	14:16:45	524 S ALBANY AVE	745 Alarm system activation, no
19-0303001-000	03/03/2019	09:10:57	470 S SPRINGFIELD AVE /DI	321 EMS call, excluding vehicle
19-0303002-000	03/03/2019	11:45:22	1204 S MARTIN AVE	321 EMS call, excluding vehicle
19-0303003-000	03/03/2019	18:46:13	1305 S SUNSET AVE /DIST:	321 EMS call, excluding vehicle
19-0304001-000	03/04/2019	09:20:33	2881 S GRANT AVE /DIST: D	321 EMS call, excluding vehicle
19-0304002-000	03/04/2019	10:58:32	124 W AUBURN ST /4	622 No Incident found on arrival
19-0304003-000	03/04/2019	11:53:50	N 13 HWY & S SPRINGFIELD	322 Motor vehicle accident with
19-0304004-000	03/04/2019	14:28:28	102 E BROADWAY ST	321 EMS call, excluding vehicle
19-0304006-000	03/04/2019	23:40:05	816 E LINDON ST /DIST: DI	321 EMS call, excluding vehicle
19-0305001-000	03/05/2019	01:31:59	1855 S LILLIAN AVE /DIST:	321 EMS call, excluding vehicle
19-0305004-000	03/05/2019	10:32:53	307 E 3rd ST /Fair Play,	611 Dispatched & cancelled en ro
19-0305005-000	03/05/2019	12:55:36	1580 W LAKEWOOD DR	321 EMS call, excluding vehicle
19-0305006-000	03/05/2019	13:08:54	463 W MAPLE ST /DIST: DIS	321 EMS call, excluding vehicle
19-0305007-000	03/05/2019	13:31:41	1850 W BROADWAY ST	321 EMS call, excluding vehicle
19-0305008-000	03/05/2019	14:50:38	S PIKE AVE & W WALNUT ST	551 Assist police or other gover
19-0305009-000	03/05/2019	16:04:29	1565 S SUNSET AVE	4001 Check Gas Levels
19-0306003-000	03/06/2019	03:17:03	703 E COLLEGE ST	321 EMS call, excluding vehicle
19-0306004-000	03/06/2019	05:42:08	1120 N BUTTERFIELD RD /RO	321 EMS call, excluding vehicle
19-0306006-000	03/06/2019	08:16:39	1120 N BUTTERFIELD RD /B	321 EMS call, excluding vehicle
19-0306007-000	03/06/2019	09:30:20	626 S SPRINGFIELD AVE	311 Medical assist, assist EMS c
19-0306009-000	03/06/2019	16:33:48	873 E 420TH RD /LAKE MEAD	5312 Smoke Investigation
19-0306011-000	03/06/2019	16:45:15	520 S ALBANY AVE	321 EMS call, excluding vehicle
19-0306015-000	03/06/2019	23:47:29	809 W PINE ST /DIST: DIST	321 EMS call, excluding vehicle
19-0307001-000	03/07/2019	05:04:54	520 S ALBANY AVE	321 EMS call, excluding vehicle
19-0307002-000	03/07/2019	12:31:59	1660 S MEADOW LN /DIST: 1	321 EMS call, excluding vehicle
19-0307003-000	03/07/2019	16:24:27	1319 W MAUPIN ST /DIST: 1	321 EMS call, excluding vehicle
19-0307004-000	03/07/2019	23:22:42	2310 W SOUTH ST /DIST: 14	321 EMS call, excluding vehicle
19-0308001-000	03/08/2019	09:14:37	322 W JEFFERSON ST	321 EMS call, excluding vehicle
19-0308002-000	03/08/2019	13:48:53	1855 S LILLIAN AVE /18	350 Extrication, rescue, Other
19-0308006-000	03/08/2019	19:40:00	S SPRINGFIELD AVE & E COL	3222 Motor vehicle accident with
19-0308007-000	03/08/2019	22:14:31	317 N PIKE AVE /APT A	321 EMS call, excluding vehicle
19-0308008-000	03/08/2019	23:22:15	226 W COLLEGE ST /DIST: D	321 EMS call, excluding vehicle
19-0309001-000	03/09/2019	02:23:01	113 W LILLIAN LN	743 Smoke detector activation, n
19-0309002-000	03/09/2019	03:43:25	404 E BROADWAY ST	321 EMS call, excluding vehicle
19-0309003-000	03/09/2019	11:30:46	655 N OAKLAND AVE /DIST:	651 Smoke scare, odor of smoke
19-0309004-000	03/09/2019	17:22:03	910 E LINDON ST /DIST: DI	321 EMS call, excluding vehicle
19-0310004-000	03/10/2019	19:01:01	1855 S LILLIAN AVE /APART	321 EMS call, excluding vehicle
19-0310005-000	03/10/2019	21:13:49	114 E SOUTH ST /DIST: DIS	321 EMS call, excluding vehicle
19-0311002-000	03/11/2019	11:39:10	1921 S MAPLE TREE LN /DIS	321 EMS call, excluding vehicle
19-0312001-000	03/12/2019	10:06:16	122 E SOUTH ST /DIST: DIS	651 Smoke scare, odor of smoke
19-0312002-000	03/12/2019	13:16:39	2451 S SPRINGFIELD AVE /T	321 EMS call, excluding vehicle
19-0312003-000	03/12/2019	14:03:05	1605 S SUNSET AVE	5506 Smoke detector installation



**BOLIVARCITY**

**Incident List by Alarm Date/Time**

**Alarm Date Between {03/01/2019} And {03/31/2019}**

<b>Incident-Exp#</b>	<b>Alm Date</b>	<b>Alm Time</b>	<b>Location</b>	<b>Incident Type</b>
19-0313002-000	03/13/2019	11:21:15	203 W AUBURN ST /DIST: DI	321 EMS call, excluding vehicle
19-0313003-000	03/13/2019	14:21:58	1903 S COLONY AVE /DIST:	321 EMS call, excluding vehicle
19-0314002-000	03/14/2019	02:40:54	1330 E DIVISION ST	321 EMS call, excluding vehicle
19-0314003-000	03/14/2019	05:50:42	404 E BROADWAY ST	321 EMS call, excluding vehicle
19-0314004-000	03/14/2019	11:03:00	129 S OAKLAND AVE /DIST:	321 EMS call, excluding vehicle
19-0314005-000	03/14/2019	14:28:42	1469 E 515th RD	111 Building fire
19-0314007-000	03/14/2019	16:08:11	1155 W PARKVIEW ST /SOUTH	321 EMS call, excluding vehicle
19-0315001-000	03/15/2019	00:03:38	1921 S MAPLE TREE LN	321 EMS call, excluding vehicle
19-0315002-000	03/15/2019	01:35:43	1937 S MAPLE TREE LN /DIS	321 EMS call, excluding vehicle
19-0315003-000	03/15/2019	09:07:00	1319 W MAUPIN ST	321 EMS call, excluding vehicle
19-0315004-000	03/15/2019	10:58:58	811 N OAKLAND AVE	321 EMS call, excluding vehicle
19-0315006-000	03/15/2019	15:02:51	610 W JOYCEE LN /DIST: DI	321 EMS call, excluding vehicle
19-0316001-000	03/16/2019	09:25:45	737 E BUFFALO ST /DIST: D	321 EMS call, excluding vehicle
19-0316003-000	03/16/2019	13:01:14	2205 W AUSTIN ST /DIST: 1	321 EMS call, excluding vehicle
19-0317001-000	03/17/2019	06:38:22	1108 W HIGHLAND TER /DIST	114 Chimney or flue fire, confin
19-0317004-000	03/17/2019	20:33:31	226 S KILLINGSWORTH AVE /	321 EMS call, excluding vehicle
19-0318002-000	03/18/2019	13:34:31	120 E 450th RD /Fair Play	121 Fire in mobile home used as
19-0319002-000	03/19/2019	09:27:46	730 E Summit ST	321 EMS call, excluding vehicle
19-0319003-000	03/19/2019	13:45:58	403 E SUMMIT ST /DIST: DI	321 EMS call, excluding vehicle
19-0319004-000	03/19/2019	13:50:16	1320 S SPRINGFIELD AVE /A	321 EMS call, excluding vehicle
19-0320001-000	03/20/2019	01:29:08	812 S LILLIAN AVE	321 EMS call, excluding vehicle
19-0320003-000	03/20/2019	23:12:31	1325 S LILLIAN AVE /215	321 EMS call, excluding vehicle
19-0320004-000	03/20/2019	23:24:45	295 E 466th RD /DIST: 782	111 Building fire
19-0321001-000	03/21/2019	00:16:09	1609 W CHESTNUT ST /DIST:	321 EMS call, excluding vehicle
19-0321003-000	03/21/2019	09:46:50	403 E SUMMIT ST /DIST: DI	321 EMS call, excluding vehicle
19-0321004-000	03/21/2019	11:03:05	211 W WALNUT ST	6002 Cancelled at Station 1
19-0321006-000	03/21/2019	15:46:48	1120 E BROADWAY ST /DIST:	321 EMS call, excluding vehicle
19-0322001-000	03/22/2019	02:14:10	2105 S VILLAGE LN /DIST:	321 EMS call, excluding vehicle
19-0322003-000	03/22/2019	14:03:50	830 E COLGATE ST /DIST: D	321 EMS call, excluding vehicle
19-0322005-000	03/22/2019	19:28:30	811 S CLARK AVE /APT 6	321 EMS call, excluding vehicle
19-0322006-000	03/22/2019	20:36:59	449 N Claude AVE /DIST: 5	321 EMS call, excluding vehicle
19-0322008-000	03/22/2019	22:33:04	1017 W CHESTNUT ST	321 EMS call, excluding vehicle
19-0323001-000	03/23/2019	07:48:51	1520 S PIKE AVE /LANDEN H	321 EMS call, excluding vehicle
19-0324002-000	03/24/2019	07:35:38	1325 S LILLIAN AVE /215	5001 Lift Assist / Ambulance Req
19-0324003-000	03/24/2019	11:34:44	E ALDRICH RD & S SPRINGFI	324 Motor Vehicle Accident with
19-0324005-000	03/24/2019	14:34:56	521 S CHICAGO AVE /DIST:	321 EMS call, excluding vehicle
19-0324006-000	03/24/2019	17:50:42	415 W MADISON ST	321 EMS call, excluding vehicle
19-0325001-000	03/25/2019	07:05:27	210 N RECHOW AVE /`/5	321 EMS call, excluding vehicle
19-0325002-000	03/25/2019	10:57:45	210 W SOUTH ST /DIST: DIS	321 EMS call, excluding vehicle
19-0325004-000	03/25/2019	14:32:11	1319 W MAUPIN ST	321 EMS call, excluding vehicle
19-0325006-000	03/25/2019	21:20:04	819 W Pine AVE	341 Search for person on land
19-0326002-000	03/26/2019	12:36:31	4170 S 103RD RD /N OF E 4	111 Building fire
19-0327001-000	03/27/2019	13:55:00	539 S CHICAGO AVE /DIST:	321 EMS call, excluding vehicle
19-0327002-000	03/27/2019	14:02:42	1021 S LILLIAN AVE /DIST:	321 EMS call, excluding vehicle
19-0327003-000	03/27/2019	17:37:13	520 W ALDRICH RD /DIST: D	321 EMS call, excluding vehicle

**BOLIVARCITY**

**Incident List by Alarm Date/Time**

**Alarm Date Between {03/01/2019} And {03/31/2019}**

<b>Incident-Exp#</b>	<b>Alm Date</b>	<b>Alm Time</b>	<b>Location</b>	<b>Incident Type</b>
19-0328002-000	03/28/2019	13:17:33	1013 W JACKSON ST /DIST:	321 EMS call, excluding vehicle
19-0328003-000	03/28/2019	15:26:02	404 E BROADWAY ST	745 Alarm system activation, no
19-0328004-000	03/28/2019	17:02:19	404 E BROADWAY ST	321 EMS call, excluding vehicle
19-0328005-000	03/28/2019	20:22:14	316 E BROADWAY ST	733 Smoke detector activation du
19-0328006-000	03/28/2019	22:15:45	1123 W LOCUST ST /DIST: D	321 EMS call, excluding vehicle
19-0329001-000	03/29/2019	06:16:49	449 N CLAUD AVE /DIST: DI	321 EMS call, excluding vehicle
19-0329002-000	03/29/2019	06:25:07	129 S OAKLAND AVE	321 EMS call, excluding vehicle
19-0329004-000	03/29/2019	15:27:37	1021 S LILLIAN AVE /ER 12	311 Medical assist, assist EMS c
19-0329007-000	03/29/2019	21:09:32	4058 AA /Halfway, MO 6566	814 Lightning strike (no fire)
19-0330001-000	03/30/2019	08:13:29	1400 S HEDGEWOOD DR	745 Alarm system activation, no
19-0330003-000	03/30/2019	09:25:46	426 E DIVISION ST /DIST:	321 EMS call, excluding vehicle
19-0331001-000	03/31/2019	03:47:21	463 W MAPLE ST	321 EMS call, excluding vehicle
19-0331002-000	03/31/2019	06:22:36	1211 E BROADWAY ST	745 Alarm system activation, no
19-0331004-000	03/31/2019	11:17:19	2875 S ORCHARD AVE /DIST:	111 Building fire
19-0331006-000	03/31/2019	14:00:23	1319 W MAUPIN ST /DIST: D	321 EMS call, excluding vehicle
19-0331007-000	03/31/2019	15:23:51	1830 E LAVERNE ST	321 EMS call, excluding vehicle
19-0331009-000	03/31/2019	16:19:18	414 N WILSON AVE	321 EMS call, excluding vehicle
19-0331011-000	03/31/2019	18:03:29	231 W BUFFALO ST	631 Authorized controlled burnin
19-0331012-000	03/31/2019	18:47:31	203 N RECHOW AVE /DIST: D	1131 Cooking fire with Extention
19-0331014-000	03/31/2019	22:02:30	122 W LILLIAN LN /DIST: 1	321 EMS call, excluding vehicle
19-0331015-000	03/31/2019	23:22:38	520 S ALBANY AVE	321 EMS call, excluding vehicle

**Total Incident Count 111**

BOLIVARCITY

Overlapping Incidents

Alarm Date Between {03/01/2019} And {03/31/2019}

					Overlaps (at least)		
Incident-Exp#	Alm Date	Alm Time	Clr Date	Clr Time	Incident-Exp#	Alm Date	Alm Time
19-0305007-000	03/05/2019	13:31:41	03/05/2019	13:42:29	19-0305006-000	03/05/2019	
19-0306011-000	03/06/2019	16:45:15	03/06/2019	16:57:23	19-0306009-000	03/06/2019	
19-0319004-000	03/19/2019	13:50:16	03/19/2019	14:15:43	19-0319003-000	03/19/2019	
19-0320004-000	03/20/2019	23:24:45	03/20/2019	00:24:21	19-0320003-000	03/20/2019	
19-0321001-000	03/21/2019	00:16:09	03/21/2019	00:41:24	19-0320004-000	03/20/2019	
19-0327002-000	03/27/2019	14:02:42	03/27/2019	14:21:31	19-0327001-000	03/27/2019	
19-0331006-000	03/31/2019	14:00:23	03/31/2019	14:24:48	19-0331004-000	03/31/2019	
19-0331007-000	03/31/2019	15:23:51	03/31/2019	15:38:21		03/31/2019	

Total Incident Count 111

Total Overlapping Incidents 8

## **AIRPORT REPORT – April 2019**

**Operations:** Concerning the day-to-day activities S.O.A.R. logged 59.00 hours for the month of **March**, including 2.00 hours for mowing. A detailed timesheet has been turned in to the City Clerk.

**Airfield Inspections:** No airfield issues were reported in **March**. NOTAMS have issued a few times for snow/ice on the runway.

**Hangars:** For the month of **March**, all 46 T-hangars remain leased. We had one transfer of ownership on a airplane which resulted in a lease to a new hangar tenant. We continue to have a wait list of folks interested in leasing a hangar. We are still looking into the possible building of another set of t-hangars in 2019.

**Fuel System:** The fuel system issues with the hose reels seems to have been resolved. A new swivel joint was replaced on the 100LL reel and the reel is now back in operation.

**Fuel Sales:** S.O.A.R. generated **March** fuel invoice statements from the Fuel Master software and submitted to City Hall to send out fuel customer invoices. Fuel sales were up 2,065 gallons over last month. Sales were up 888 gallons for the same period last year. Weather is finally turning and seeing a big increase in flying. Summary fuel sales information for **March** is included in **Appendix 1**.

**Wildlife:** Limited deer sightings have occurred. We have had some turkey sightings this month.

**Airport Projects:** The project for sealing/stripping is proceeding with Olsson and MoDOT. Part of the preparation for more of the administrative matters for the project is the removal of trees on the north end of the runway. There are still a few trees to be removed. These are the trees that showed up on a MoDOT report last summer. The City has started the removal process with these trees. There is also still one outstanding tree on Hwy 32 that March still be an open issue from several years ago. Olsson is trying to get additional details about that tree.

City Council approved the purchase of Potomac Aviation's MicroTower weather station and we are working with Potomac Aviation on a delivery date for the weather station.

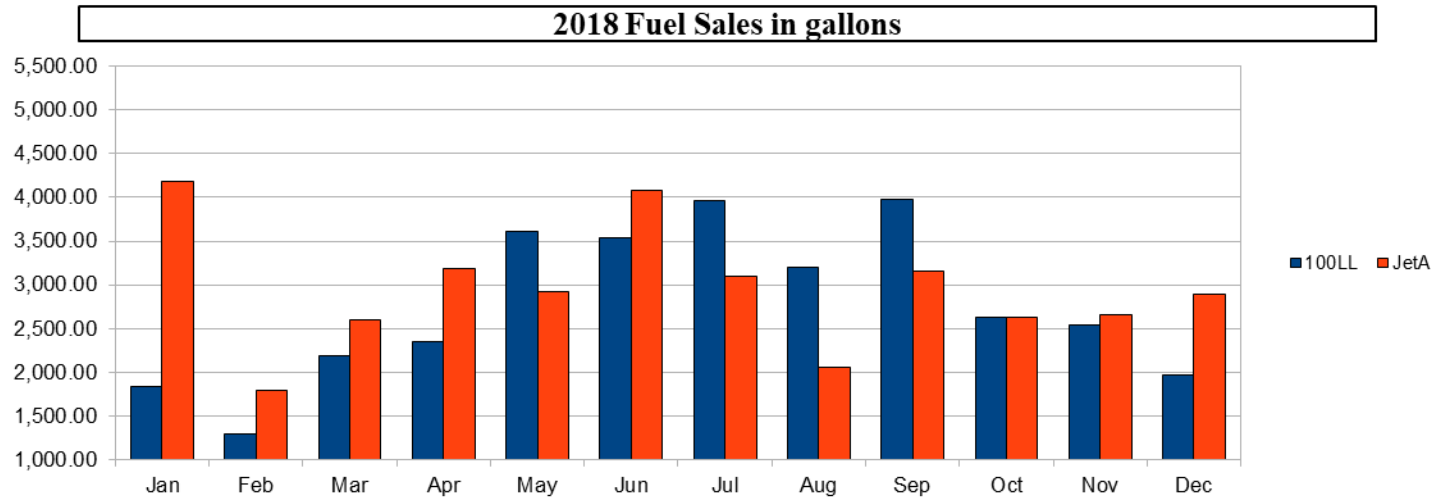
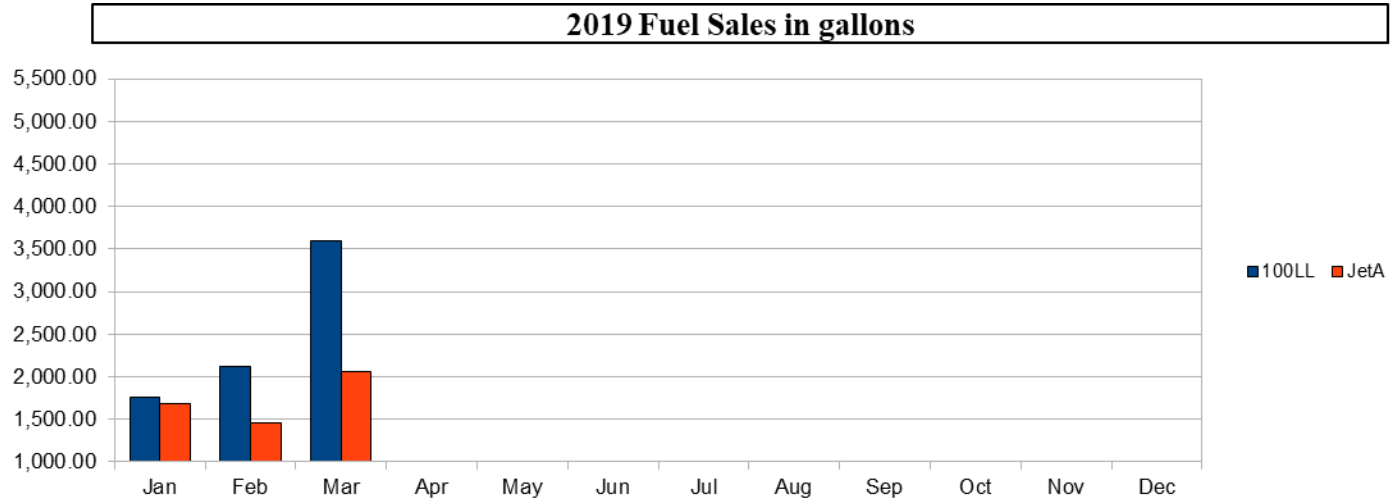
Appendix 1 - Fuel Sales

Appendix 2 - Hangar Rentals (Reported by City Hall)

Report respectfully submitted by:

Kerrick Tweedy, Executive Director  
Service Oriented Aviation Readiness (S.O.A.R.)

**Airport Report – April 2018**  
**Appendix 1 – Fuel Sales for March 2018**





# Proclamation

## Proclaiming May 18, 2019, as Kids to Parks Day in the city of Bolivar

**WHEREAS**, May 18, 2019, is the ninth Kids to Parks Day organized and launched by the National Park Trust held annually on the third Saturday of May; and

**WHEREAS**, Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks, public lands and waters; and

**WHEREAS**, we should encourage children to lead a more active lifestyle to combat issues of childhood obesity, diabetes, hypertension and hypercholesterolemia; and

**WHEREAS**, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and

**NOW THEREFORE**, I, Mayor Christopher Warwick do hereby proclaim May 18, 2019, as **Kids to Parks Day**.

On this date 04/17/2019

Signed by the Mayor of Bolivar, on this date 04/17/2019.

Mayor



## TITLE V, BUILDING AND CONSTRUCTION

### Chapter 500, Building Code

#### Articles I to VIII, Building Codes

- A. See Sections 500.010, 500.060, 500.110, 500.160, 500.210, 500.260, 500.310 and 500.360. All of these Sections indicate that THREE copies of the Codes are required. This requirement has now been changed to "ONE copy" as set out in 67.280, RSMo.

*67.280 Communities may incorporate by reference certain technical codes--penalty provisions, requirements--definitions.*

*1. As used in this section, the following terms mean:*

*(1) "Code", any published compilation of rules prepared by various technical trade associations, federal agencies, this state or any agency thereof, but shall be limited to: regulations concerning the construction of buildings and continued occupancy thereof; mechanical, plumbing, and electrical construction; and fire prevention;*

*(2) "Community", any county, fire protection district or municipality;*

*(3) "County", any county in the state;*

*(4) "Fire protection district", any fire protection district in the state;*

*(5) "Municipality", any incorporated city, town or village.*

*2. Any community, if the community otherwise has the power under the law to adopt such an ordinance, may adopt or repeal an ordinance which incorporates by reference the provisions of any code or portions of any code, or any amendment thereof, properly identified as to date and source, without setting forth the provisions of such code in full. At least one copy of such code, portion or amendment which is incorporated or adopted by reference, shall be filed in the office of the clerk of the community and there kept available for public use, inspection, and examination. The filing requirements herein prescribed shall not be deemed to be complied with unless the required copies of such codes, portion, or amendment or public record are filed with the clerk of such community for a period of ninety days prior to the adoption of the ordinance which incorporates such code, portion, or amendment by reference.*

*3. Any ordinance adopting a code, portion, or amendment by reference shall state the penalty for violating such code, portion, or amendment, or any provisions thereof separately, and no part of any such penalty shall be incorporated by reference. (L. 1983 H.B. 92 §§ 1, 2, 3, A.L. 1995 H.B. 452, et al., A.L. 2009 H.B. 859)*

#### Decision:

- ☒ Change all these references to indicate one copy.  
☐ No revision desired.  
☐ Revise as follows: (attach revisions separately).

- B. See Section 500.025(C). Note that the fee schedules mentioned in this Subsection could also be held on line and searchable simultaneously with the Code in the Public Documents module of eCode360. This



## City of Bolivar, Missouri

would involve a change in the level of eCode to premium. This can be explained to the City when the Code is closer to completion. (See also the notes under [Chapter 130](#), Article III, above; and [Chapter 425](#) above.)

**Decision:**

- ☒ Yes, contact the City Officials to demonstrate how Public Documents works and the associated cost. *- If reasonable cost.*
- ☐ No revision desired; City does not need these documents available online.
- ☐ Other: (explain).

**Article IX, Miscellaneous Provisions**

A. Are the fees in Section 500.410(B) still correct?

**Decision:**

- ☒ No revision desired.
- ☐ Change the fees as follows: (attach revisions separately).

B. See Section 500.430, which appears to be modeled after Section 67.281, RSMo. This statutory Section has been amended and now expires in 2024. Additionally, the statutory Section appears to be stated differently than Section 500.430.

***67.281. Installation of fire sprinklers to be offered to purchaser by builder of certain dwellings--purchaser may decline--expiration date.***

1. A builder of one- or two-family dwellings or townhouses shall offer to any purchaser on or before the time of entering into the purchase contract the option, at the purchaser's cost, to install or equip fire sprinklers in the dwelling or townhouse. Notwithstanding any other provision of law to the contrary, no purchaser of such a one- or two-family dwelling or townhouse shall be denied the right to choose or decline to install a fire sprinkler system in such dwelling or townhouse being purchased by any code, ordinance, rule, regulation, order, or resolution by any county or other political subdivision. Any county or other political subdivision shall provide in any such code, ordinance, rule, regulation, order, or resolution the mandatory option for purchasers to have the right to choose and the requirement that builders offer to purchasers the option to purchase fire sprinklers in connection with the purchase of any one- or two-family dwelling or townhouse. The provisions of this section shall expire on December 31, 2024.

2. Any governing body of any political subdivision that adopts the 2009 International Residential Code for One- and Two-Family Dwellings or a subsequent edition of such code without mandated automatic fire sprinkler systems in Section R313 of such code shall retain the language in section R317 of the 2006 International Residential Code for two-family dwellings (R317.1) and townhouses (R317.2). (L. 2009 H.B. 103 and L. 2009 S.B. 513, A.L. 2011 H.B. 315 merged with S.B. 108, A.L. 2014 H.B. 1410 merged with S.B. 655 merged with S.B. 672) Expires 12-31-24

## City of Bolivar, Missouri

Decision:

- ☒ Include the newest statutory Section 67.281.1, RSMo., above to replace this Section.
- ☐ Delete this Section.
- ☐ No revision desired, except to remove the expiration date.
- ☐ Revise as follows: (attach revisions separately).

**Chapter 505, Dangerous Buildings**

**NOTE:** In order to trigger the insurance split provisions set forth in Section 505.080(A)(6) of the City's Code and Section 67.410, RSMo., this Chapter should have been filed with the Director of Insurance, 301 W. High Street, Jefferson City, Missouri, 65101, within 14 days after adoption of the Code, in accordance with Section 67.412, RSMo. If the City has done this there is no need to do it again. Though we do suggest when a Code is readopted that this be filed again just to be certain it is done. We will include a reminder to do so with the Code adoption materials.

Decision:

- ☒ Yes, include this reminder when the Code Adoption materials are submitted at the end of the codification project.

**Chapter 510, Construction and Repair of Sidewalks****Article I, Sidewalk Construction and Repair**

- A. Does the City still have a Street Commissioner as mentioned in this Chapter? The only other place we have seen this official is in Section 105.080(D)(9).

Decision:

- ☐ No revision desired.
- ☒ Change Street Commissioner to Director of Public Works.
- ☐ Change Street Commissioner to \_\_\_\_\_.
- ☐ Revise as follows: (attach revisions separately).

- B. See Section 510.015. The City may wish to clarify the heading of this Section which does not appear to offer much insight into the subject matter of the ordinance.

Decision:

- ☐ Change the Section Title to read "Board to Construct Sidewalks—When"
- ☐ No revision desired.
- ☐ Revise as follows: (attach revisions separately).

- C. See Section 510.030. The City may wish to clarify the heading of this Section which does not appear to offer much insight into the subject matter of the ordinance.

## City of Bolivar, Missouri

Decision:*"Privately Constructed Sidewalks"*

- ☒ Change the Section Title to read "Persons Building Sidewalks To Do So Under Supervision of City"
- ☐ No revision desired.
- ☐ Revise as follows: (attach revisions separately).

D. See Section 510.035. The City may wish to consider offering an extension of the thirty-day period in the event such sidewalks are not built for legitimate reasons.

*- Change 30 to 90*Decision:

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

E. The City may wish to review the provisions of Section 510.065 against the provisions of Section 510.040 to avoid any potential there may be for conflict.

Decision:

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

F. Section 510.070 may be adequately addressed by Section 510.055. Review and advise if any revisions are needed.

Decision:

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

**Chapter 515, Ground Source Heat Pumps**

Does this Chapter continue to reflect the City's regulations?

Decision:

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



City of Bolivar, MO  
Tuesday, March 5, 2019

## Chapter 510. Construction and Repairs of Sidewalks

### Article I. Sidewalk Construction and Repair

#### Section 510.015. Board of Aldermen To Do What.

*Sidewalk Construction — Determination*

[R.O. 2007 §510.015; Ord. No. 25 §2, NA; Ord. No. 2659, 10-12-2006]

Whenever the Board of Aldermen shall deem it necessary to build any sidewalk along any street, avenue or alley in this City or in front of any lot or property abutting thereon, or when there shall be a petition presented to them, signed by at least ten (10) citizens of this City, requesting the construction of a sidewalk along any street, avenue or alley in this City or in front of or along the side of any lot or property abutting thereon, the Board of Aldermen ~~shall~~ by resolution declare such construction necessary and shall cause an estimate of the cost thereof to be made by the Director of Public Works or City Administrator. Immediately after passing such resolution, each person or persons owning property abutting said street, avenue or alley or part thereof affected by such resolutions shall be notified to build a sidewalk as required by the provisions of this Chapter.

*Change Shall to May or remove entirely?*

**ORDINANCE COVER SHEET**

**Bill No. 2019-22**

**Ordinance No.**

**“AN ORDINANCE AUTHORIZING A PURCHASE OF MICROTOWER  
WITH POTOMAC AVIATION TECHNOLOGY CORP. FOR THE CITY’S  
AIRPORT AIR TRAFFIC ADVISORY SYSTEM &  
AUTOMATED WEATHER OBSERVATION SYSTEM.”**

**Filed for public inspection on: April 19<sup>nd</sup>, 2019.**

**First reading \_\_\_\_\_ In Full; \_\_\_\_\_ By Title on .**

**Second reading \_\_\_\_\_ In Full; \_\_\_\_\_ By Title on .**

**Vote by the Board of Aldermen on:**

\_\_\_\_\_ Aye; \_\_\_\_\_ Nay; \_\_\_\_\_ Abstain; \_\_\_\_\_ Absent.

\_\_\_\_\_ Approved by the Mayor on .

\_\_\_\_\_ Vetoed by the Mayor on \_\_\_\_\_.

**Board of Aldermen Vote to Override Veto on \_\_\_\_\_.**

\_\_\_\_\_ Aye; \_\_\_\_\_ Nay; \_\_\_\_\_ Abstain

**Bill Effective Date: .**

**“AN ORDINANCE AUTHORIZING A PURCHASE OF MICROTOWER  
WITH POTOMAC AVIATION TECHNOLOGY CORP. FOR THE CITY’S  
AIRPORT AIR TRAFFIC ADVISORY SYSTEM &  
AUTOMATED WEATHER OBSERVATION SYSTEM.”**

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

**Section I:** The City is hereby authorized to enter into an agreement with Potomac Aviation Technology Corp, for the City’s ATAS and AWOS; with such contract and terms to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

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

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

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**Christopher Warwick, Mayor**

**ATTEST:**

---

**Paula Henderson, City Clerk**

**Quote Prepared For:**

Kerrick Tweedy  
 SOAR  
 4460 ARPT DR  
 BOLIVAR, MO 65613  
 USA

Email Address: kerrick@soar-m17.org  
 Telephone: 417-777-6800  
 Facility Name and ID:



**We are pleased to quote the following:**

**SA 3000 MicroTower**

**Includes:**

**1. Air Traffic Advisory System (ATAS)**

Artificial Intelligence	Automated Aerodrome Flight Information Service (AFIS) & Unicom (AU) service Monitors & shares existing VHF CTAF Adapts dynamically & intelligently to frequency congestion and need Listens for and greets inbound pilots on VHF Provides METAR, area traffic, runway, wind shear, crosswind, estimated ceiling Two-way radio-check w power report
Emergency Beacon	Monitors and Reports 121.5 Mhz Emergency Locator Transmitter (ELT)
Remote Monitoring	Monitors weather & sensors: NOAA, quality control Transceiver power, VSWR, frequency, modulation, battery level, sensors condition, and more
Online Records	Tracks initial setup and provides ongoing verification hourly/daily
Global Connect	Global connect (1 <sup>st</sup> year included) Provides METAR to web, telephone, XM weather in the cockpit (USA), and more Backs up METAR, pilot utilization and equipment performance to internet cloud Distributes information to government and private networks, as desired Basic data plan includes hourly reporting 24/7/365

**2. Automated Weather Observation System (AWOS)**

Wind speed and direction  
 Temperature, Dewpoint  
 Dual altimeters reporting InHg or QNH  
 VHF transceiver  
 Power supply, mounting masts, and all wiring  
 Other MET sensors optional (see below)  
 10 day battery backup

**3. One Year Warranty**      One year, requires local contact available to PATC for onsite support

Item No.	Product Details	Quantity	List Price	Total
1.	<b>SA 3000 MicroTower (Base system ATAS + AWOS)</b>	1	\$144,500.00	\$144,500.00
2.	<b>Visibility</b> Sensor, interface, wiring, calibration kit	1	\$12,320.00	\$12,320.00
3.	<b>Sky Condition</b> Sky condition, CLR/SCT/FEW/OVC estimated, precipitation, and more	1	\$4,198.80	\$4,198.80

Item No.	Product Details	Quantity	List Price	Total
4.	<b>Solar Power Package</b> 100% off-grid, independent of AC power, easy to install Two weeks' autonomy (no sun) Remote monitoring of battery performance	1	\$5,994.00	\$5,994.00
5.	<b>Netlink</b> Provides wireless bridge from field equipment to local internet hub Provides fast update of remote data & onsite real-time graphic over LAN Alternative or supplement to Global Connect	1	\$2,988.00	\$2,988.00
6.	<b>AC Power</b> Included: Accepts 120-240 VAC 50 - 60 Hz Recommend 4 hours AC power out of every 24 hours to extend battery life	1	\$0.00	\$0.00
7.	<b>Installation</b> Simple installation: Typically two local persons, one-half day No VHF frequency allocation: Shares existing VHF unicom / open channel	1	\$0.00	\$0.00
8.	<b>Prepaid Global Connect</b> 1 Year Included FREE 3 Year \$1,000.00 5 Year \$2,000.00 10 Year \$4,500.00	1	\$0.00	\$0.00
9.	<b>Warranty</b> Remote support requires on-site non-technical personnel 1 Year Included FREE 3 Year \$2,000.00 5 Year \$4,000.00	1	\$0.00	\$0.00
10.	<b>Special</b>	0	\$0.00	\$0.00
11.	<b>Estimated Shipping</b> Estimated: Delivery At Terminal (DAT)	1	\$1,500.00	\$1,500.00
12.	<b>Shipping Insurance</b>	0	\$150.00	\$0.00
			Equipment Sub Total	<b>\$171,500.80</b>
			Quote Discount	<b>\$78,890.37</b>
			Estimated Tax	\$0.00
			<b>Total Project Cost</b>	<b>\$92,610.43</b>

**Terms and Conditions:**

50% deposit with order,  
50% balance prior to shipping.  
Typically 10 weeks After Receipt of Order (ARO)



**ORDINANCE COVER SHEET**

**Bill No. 2019-23**

**Ordinance No.**

**“AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO AN  
AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1  
WITH OLSSON ASSOCIATES FOR PHASE ONE OF AVIATION PROJECT.”**

**Filed for public inspection on: .**

**First reading; \_\_\_\_\_ In Full; \_\_\_\_\_ By Title on .**

**Second reading; \_\_\_\_\_ In Full; \_\_\_\_\_ By Title on .**

**Vote by the Board of Aldermen on;**

\_\_\_\_\_ Aye; \_\_\_\_\_ Nay; \_\_\_\_\_ Abstain.

\_\_\_\_\_ Approved by the Mayor on .

\_\_\_\_\_ Vetoed by the Mayor on \_\_\_\_\_.

**Board of Aldermen Vote to Override Veto on \_\_\_\_\_.**

\_\_\_\_\_ Aye; \_\_\_\_\_ Nay; \_\_\_\_\_ Abstain

**Bill Effective Date:**

**“AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO AN AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1 WITH OLSSON ASSOCIATES FOR PHASE ONE OF AVIATION PROJECT.”**

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

**Section I:** The City is hereby authorized to enter into a consultant supplemental agreement no. 1 with Olsson Associates engineers for an aviation project consultant agreement; with such change order and terms to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

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

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

---

**Christopher Warwick, Mayor**

**ATTEST:**

---

**Paula Henderson, City Clerk**

Airport Name: Bolivar Municipal Airport  
Project No.: 18-088A-1  
County: Polk

**AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1  
CONSTRUCTION SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 1 for Construction Services is entered into by the City of Bolivar (hereinafter, "Sponsor") and Olsson Associates (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on May 22, 2018, to accomplish a project at the Bolivar Municipal Airport, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement as provided herein.

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

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are generally described and defined in Section (16)(State) or (17)(Federal) of the Original Agreement and Exhibit II - SA1, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (8)(State) or (9)(Federal) of the Original Agreement.

(B) The costs of Supplemental Agreement No. 1 shall be in addition to the cost of the Original Agreement.

(C) The lump sum fee and maximum amount payable included in Section (8)(State) or (9)(Federal) of the Original Agreement are hereby modified to be cost plus fixed fee not to exceed as follows:

	ORIGINAL AMOUNT	SUPPLEMENTAL AGREEMENT NO. 1	TOTAL
Fixed Fee	\$8,919.20	\$12,486.10	\$21,405.30
Max. Fee Payable	\$70,211.88	\$99,979.98 *paid per	\$170,191.86* per Exh

(D) Estimated costs for the services in Supplemental Agreement No. 1 are defined in Exhibit IV - SA1 and Exhibit V - SA1, which are attached hereto and incorporated herein by reference.

(3) PERIOD OF SERVICE: Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit VI for completion of these additional services shall be 85 calendar days for construction phase and 90 calendar days for close out phase calendar days. The projected completion date shown on Exhibit VI is now revised to October 31, 2019, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 and submittal of all deliverables.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Supplemental Agreement No. 1. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Supplemental Agreement No. 1 dollar value.

(B) DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0% of the total services to be performed under this Supplemental Agreement No. 1 by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT \$ VALUE APPLICABLE TO TOTAL GOAL
N/A				

(5) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Supplemental Agreement No. 1 without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Supplemental Agreement No. 1.

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
None		

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 1, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement No. 1.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 1 on the date last written below.

Executed by the Consultant this 31 day of July, 20 18.

Executed by the Sponsor this 8 day of March, 20 19.

CONSULTANT

By Diane Hefner  
Title Vice President

SPONSOR

By [Signature]  
Title Mayor

ATTEST:

By [Signature]  
Title TEAM LEADER

ATTEST:

By Paula Henderson  
Title City Clerk



Approved as to Form:

By \_\_\_\_\_  
Title \_\_\_\_\_

Approved as to Form:

By \_\_\_\_\_  
Title \_\_\_\_\_

## EXHIBIT II - SA1

### SCOPE OF SERVICES CONSTRUCTION PHASE

1. Preliminary
  - a. Conduct a Pre-bid conference
  - b. Prepare copies of the Construction Plans and Project Manual for use by the Contractor during construction.
  - c. Develop a Federal Construction Observation Program – Non-Paving in accordance with MoDOT requirements.
  - d. Include a sealed, signed and dated copy of the Construction Observation Program (COP) with this executed Supplemental Agreement.
  - e. Attend and conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to all attendees.
2. Provide construction administration, on-site construction observation, and material(s) testing per the COP.
  - a. Provide construction observation services, including preparation of weekly reports and other reports as required by the COP to document the prosecution and progress of the Project. **Construction observation shall be part-time for a maximum of 52 days.**
  - b. Assign a Project Engineer to the project who will periodically perform Construction Observation of the work in progress. It is estimated that the Project Engineer will make 3 site visits.
  - c. Review shop drawings and material certification submittals as provided by the Contractor for general compliance with design concepts and Buy American provisions. Olsson's review of such information is not a guarantee of suitability, does not relieve the Contractor of any of its responsibilities and the Contractor shall remain solely responsible and liable for the quality and completion of the Project in compliance with contract documents.
  - d. Review payroll records for compliance with Davis-Bacon requirements.
  - e. Perform material(s) testing (field and laboratory) as required by the COP. **Testing shall be limited to concrete tests required in P-501 and tests required by P-152 and P-154.**
  - f. Respond to field issues throughout the duration of the project. Provide general consultation and technical assistance to the Sponsor during all construction phases. Coordinate with the Sponsor and MoDOT to ensure all parties have timely information on developments and decisions that are made concerning the project.

- g. Prepare Contractor's progress estimates and Sponsor's request for reimbursement of funds.
- h. Prepare change orders and supplemental agreements necessary for construction of the project.
- i. Attend and conduct a final review of the Project with the Sponsor, MoDOT, and the Contractor

**SCOPE OF SERVICES**  
**CLOSE OUT PHASE**

- a. Prepare and submit to the Sponsor and MoDOT one (1) electronic set of record drawings on a compact disc (CD) in .pdf format copied to a single file.
- b. Prepare and submit to the Sponsor and MoDOT a Final Testing Report as required by the COP.
- c. **No As-built ALD or ALP will be prepared as part of this contract.**
- d. Provide MoDOT with all closeout documents as required for project final acceptance.

**SCOPE OF SERVICES**  
**SPECIAL SERVICES – PROPERTY MAP UPDATE**

- a. Obtain Title Search for **six existing tracts** from title company subconsultant (Shell Title) with a copy of each parcel title deeds or easements. Copies of these documents will be included in an appendix in the narrative report. If more tracts are discovered during the title search, an amendment will be negotiated to cover the added scope, fees and charges.
- b. Prepare a new Exhibit A Property Map drawing in AutoCad, based on existing property map from the Airport Layout Plan drawings. The map will be prepared in accordance with FAA Standard Operating Procedure (SOP) No. 3.00. Electronic copies will be provided for review. Final copies will be provided in both electronic and printed format.
- c. Property boundary survey is not included.

## **EXHIBIT IV - SA1**

**Construction Phase.** Payment for the items included in Construction Phase shall be made based on direct salary, overhead costs and reimbursable expenses incurred plus a fixed payment, which are estimated on Exhibit IV attached and made a part hereto.

The total charges for Section 4 will not be greater than the "Not-to-Exceed" (NTE) amount of \$86,206.78, if 1) the construction work is completed within the construction contract aggregate time allowance; and 2) the scope of work as set forth in with the plans and specifications is not exceeded. If either of these two events occur, the "Not-to-Exceed" amount may be increased by an amendment to this Agreement.

**Close Out Phase.** Payment for the items included in Close Out Phase shall be the lump sum of \$6,085.53, shown on Exhibit IV attached and made a part hereto.

**Exhibit "A" Property Map Update Phase.** Payment for the items included in Exhibit "A" Property Map Update Phase shall be the lump sum of \$7,687.67, shown on Exhibit IV attached and made a part hereto.

### **DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)**

## **EXHIBIT V - SA1**

### **ENGINEERING CONSTRUCTION SERVICES-COST BREAKDOWN**



# EXHIBIT IV - SA1

## DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

BOLIVAR MUNICIPAL AIRPORT  
BOLIVAR, MISSOURI

CONSTRUCTION SERVICES  
July 13, 2018

### 1 DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Team Leader	20	\$70.75	\$1,415.00
Sr. Project Engineer	24	57.95	1,390.80
Project Engineer	109	50.75	5,531.75
Elec. or Mech. Engineer	0	66.00	0.00
Assistant Engineer	46	39.30	1,807.80
Registered Surveyor	0	42.00	0.00
Sr. Technician	490	29.20	14,308.00
Assoc. Technician	24	26.30	631.20
Asst. Technician	0	25.00	0.00
Clerical	42	23.10	970.20

Total Direct Salary Costs = \$26,054.75

### 2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 176.52 % = \$45,991.84

### 3 SUBTOTAL:

Items 1 and 2 = \$72,046.59

### 4 PROFIT:

15 % of Item 3 Subtotal = \$10,806.99

Subtotal \$82,853.58 Not to Exceed

### 5 OUT-OF-POCKET EXPENSES:

a. Mileage	4160 Miles @	\$0.55 / Mile =	\$2,267.20
b. Meals	0 Days @	\$0.00 / Day =	\$0.00
c. Motel	0 Nights @	\$0.00 / Night =	\$0.00
d. Computer	0 Hours @	\$0.00 / Hour =	\$0.00
e. Materials and Supplies and Testing		=	\$1,086.00

Total Out-of-Pocket Expenses = \$3,353.20 Not to Exceed

### 6 SUBCONTRACT COSTS:

a. None = \$0.00

= \$0.00 Not to Exceed

### 7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = \$86,206.78

## EXHIBIT IV - SA1

## DERIVATION OF CONSULTANT PROJECT COSTS (CLOSE OUT)

BOLIVAR MUNICIPAL AIRPORT  
BOLIVAR, MISSOURICLOSE OUT SERVICES  
July 13, 20181 DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Team Leader	2	\$70.75	\$141.50
Sr. Project Engineer	0	57.95	0.00
Project Engineer	8	50.75	406.00
Elec. or Mech. Engineer	0	66.00	0.00
Assistant Engineer	14	39.30	550.20
Registered Surveyor	0	42.00	0.00
Sr. Technician	0	29.20	0.00
Assoc. Technician	24	26.30	631.20
Asst. Technician	0	25.00	0.00
Clerical	8	23.10	184.80

Total Direct Salary Costs = \$1,913.70

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 176.52 % = \$3,378.06

3 SUBTOTAL:

Items 1 and 2 = \$5,291.76

4 PROFIT:

15 % of Item 3 Subtotal = \$793.76

Subtotal \$6,085.53 Lump Sum

5 OUT-OF-POCKET EXPENSES:

a. Mileage	0 Miles @	\$0.55 / Mile =	\$0.00
b. Meals	0 Days @	\$0.00 / Day =	\$0.00
c. Motel	0 Nights @	\$0.00 / Night =	\$0.00
d. Computer	0 Hours @	\$0.00 / Hour =	\$0.00
e. Materials and Supplies and Testing		=	\$0.00

Total Out-of-Pocket Expenses = \$0.00 Lump Sum

6 SUBCONTRACT COSTS:

a. None = \$0.00

= \$0.00 Lump Sum

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = \$6,085.53 Lump Sum

**EXHIBIT IV - SA1**

**DERIVATION OF CONSULTANT PROJECT COSTS (PROPERTY MAP)**

**BOLIVAR MUNICIPAL AIRPORT  
BOLIVAR, MISSOURI**

**PROPERTY MAP SERVICES  
July 31, 2018**

**1    DIRECT SALARY COSTS:**

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Team Leader	6	\$70.75	\$424.50
Sr. Project Engineer	0	57.95	0.00
Project Engineer	0	50.75	0.00
Elec. or Mech. Engineer	0	66.00	0.00
Assistant Engineer	12	39.30	471.60
Registered Surveyor	4	42.00	168.00
Sr. Technician	24	29.20	700.80
Assoc. Technician	0	26.30	0.00
Asst. Technician	0	25.00	0.00
Clerical	16	23.10	369.60

Total Direct Salary Costs = \$2,134.50

**2    LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 126.52 % = \$3,767.82

**3    SUBTOTAL:**

Items 1 and 2 = \$5,902.32

**4    PROFIT:**

15 % of Item 3 Subtotal = \$885.35

Subtotal \$6,787.67 Lump Sum

**5    OUT-OF-POCKET EXPENSES:**

a. Mileage	0 Miles @	\$0.55 / Mile =	\$0.00
b. Meals	0 Days @	\$0.00 / Day =	\$0.00
c. Motel	0 Nights @	\$0.00 / Night =	\$0.00
d. Computer	0 Hours @	\$0.00 / Hour =	\$0.00
e. Materials and Supplies and Testing		=	\$0.00

Total Out-of-Pocket Expenses = \$0.00 Lump Sum

**6    SUBCONTRACT COSTS:**

a. Shell Title = \$900.00

= \$900.00 Lump Sum

**7    MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = \$7,687.67 Lump Sum

## ENGINEERING CONSTRUCTION SERVICES-COST BREAKDOWN

BOLIVAR MUNICIPAL AIRPORT  
BOLIVAR, MISSOURI

## CONSTRUCTION, CLOSE OUT and EXHIBIT "A" UPDATE SERVICES

July 30, 2018

Classification: Gross Hourly Rate:	Team Leader \$224.98	Sr. Project Engineer \$184.28	Project Engineer \$161.38	Elec. Or Mech. Engineer \$209.88	Assistant Engineer \$124.97	Registered Surveyor \$133.56	Senior Technician \$92.86	Assistant Technician \$83.63	Asst. Technician 79.50	Clerical \$73.46	Other Costs
1. Preliminary: Total = \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	(See Below) \$0.00
2. Project Administration: Total = \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	(See Below) \$0.00
3. Construction Services Total = \$86,208.83	<sup>20</sup> \$4,499.60	<sup>23</sup> \$4,422.72	<sup>109</sup> \$17,590.85	<sup>0</sup> \$0.00	<sup>45</sup> \$5,748.62	<sup>0</sup> \$0.00	<sup>490</sup> \$45,501.40	<sup>24</sup> \$2,007.12	<sup>0</sup> \$0.00	<sup>42</sup> \$3,085.32	(See Below) \$3,353.20
4. Project Closeout: Total = \$6,085.41	<sup>2</sup> \$449.96	<sup>0</sup> \$0.00	<sup>6</sup> \$1,291.07	<sup>0</sup> \$0.00	<sup>12</sup> \$1,749.58	<sup>0</sup> \$0.00	<sup>0</sup> \$0.00	<sup>24</sup> \$2,007.12	<sup>0</sup> \$0.00	<sup>8</sup> \$587.68	(See Below) \$0.00
5. Exhibit A / Property Map Update Total = \$7,687.76	<sup>6</sup> \$1,349.88	<sup>0</sup> \$0.00	<sup>0</sup> \$0.00	<sup>0</sup> \$0.00	<sup>12</sup> \$1,499.64	<sup>1</sup> \$534.24	<sup>24</sup> \$2,228.64	<sup>0</sup> \$0.00	<sup>0</sup> \$0.00	<sup>16</sup> \$1,175.36	(See Below) \$900.00
<b>TOTAL =</b>	<b>\$99,982.01</b>										

(5) Other (Identify)

(3) Computer Services  
(4) Vendor Services(1) Mileage, Motel and Meals  
(2) Equipment, Materials and Supplies

**ORDINANCE COVER SHEET**

**Bill No. 2019-24**

**Ordinance No.**

**“AN ORDINANCE AUTHORIZING THE CITY TO APPLY TO THE  
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
STP-URBAN PROGRAM, FOR FEDERAL/STATE ASSISTANCE  
TOWARDS CERTAIN STREET IMPROVEMENTS.”**

**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; \_\_\_\_\_ Absent.

\_\_\_\_\_ Approved by the Mayor on: .

\_\_\_\_\_ Vetoed by the Mayor on \_\_\_\_\_.

**Board of Aldermen Vote to Override Veto on \_\_\_\_\_.**

\_\_\_\_\_ Aye; \_\_\_\_\_ Nay; \_\_\_\_\_ Abstain

**Bill Effective Date: .**

**Bill No. 2019-24**

**Ordinance No.**

**“AN ORDINANCE AUTHORIZING THE CITY TO APPLY TO THE  
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
STP-URBAN PROGRAM, FOR FEDERAL/STATE ASSISTANCE  
TOWARDS CERTAIN STREET IMPROVEMENTS.”**

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

**Section I:** The City is hereby authorized to make application with the Missouri Highways and Transportation Commission STP – Urban Program, for Federal/State assistance for certain street improvements; with such application terms to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

**Section II:** The Mayor or City Administrator and City Clerk are hereby authorized and directed to make such application as described above for and on behalf of the City.

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

---

**Christopher Warwick, Mayor**

**ATTEST:**

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**Paula Henderson, City Clerk**

CCO Form: FS11  
Approved: 07/96 (KMH)  
Revised: 03/17 (MWH)  
Modified:

CFDA Number: CFDA #20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: STP-6701(806)  
Award Year: 2019  
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
STP-URBAN PROGRAM AGREEMENT**

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Bolivar, Polk County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Fixing America's Surface Transportation Act (FAST) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STP-6701(806) involves constructing a northbound left turn lane near the Bolivar Schools. The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STP-6701(806) by the Commission is within the city limits of Bolivar, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows: constructing a northbound left turn lane near the Bolivar Schools.



(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) COMMISSION TO MAINTAIN: Upon completion of construction of this improvement, the Commission shall accept maintenance of the improvements made by this project at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for operational maintenance. Any aesthetic improvements installed on highways maintained by the Commission upon completion of the project will be the sole responsibility of the City for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or

words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent (**80%**) not to exceed the maximum amount available at the time of obligation (currently estimated at \$140,298.03). The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP-6701(806) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the (City's/County's/Grantee's) proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any

privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(24) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(26) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(27) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:  
Tracy Slagle, City Administrator  
City of Bolivar  
345 S Main Avenue, Bolivar, MO 65613  
Phone # 417-326-2489  
tslagle@bolivar.mo.us
- (B) To the Commission:  
Chad Zickefoose, LPA Program Manager  
MoDOT Southwest District  
3025 East Kearney Street, Springfield, MO 65803  
Phone # 417-895-7638  
chad.zickefoose@modot.mo.gov

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by

competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.



(31) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(32) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

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

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Executed by the Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF BOLIVAR

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

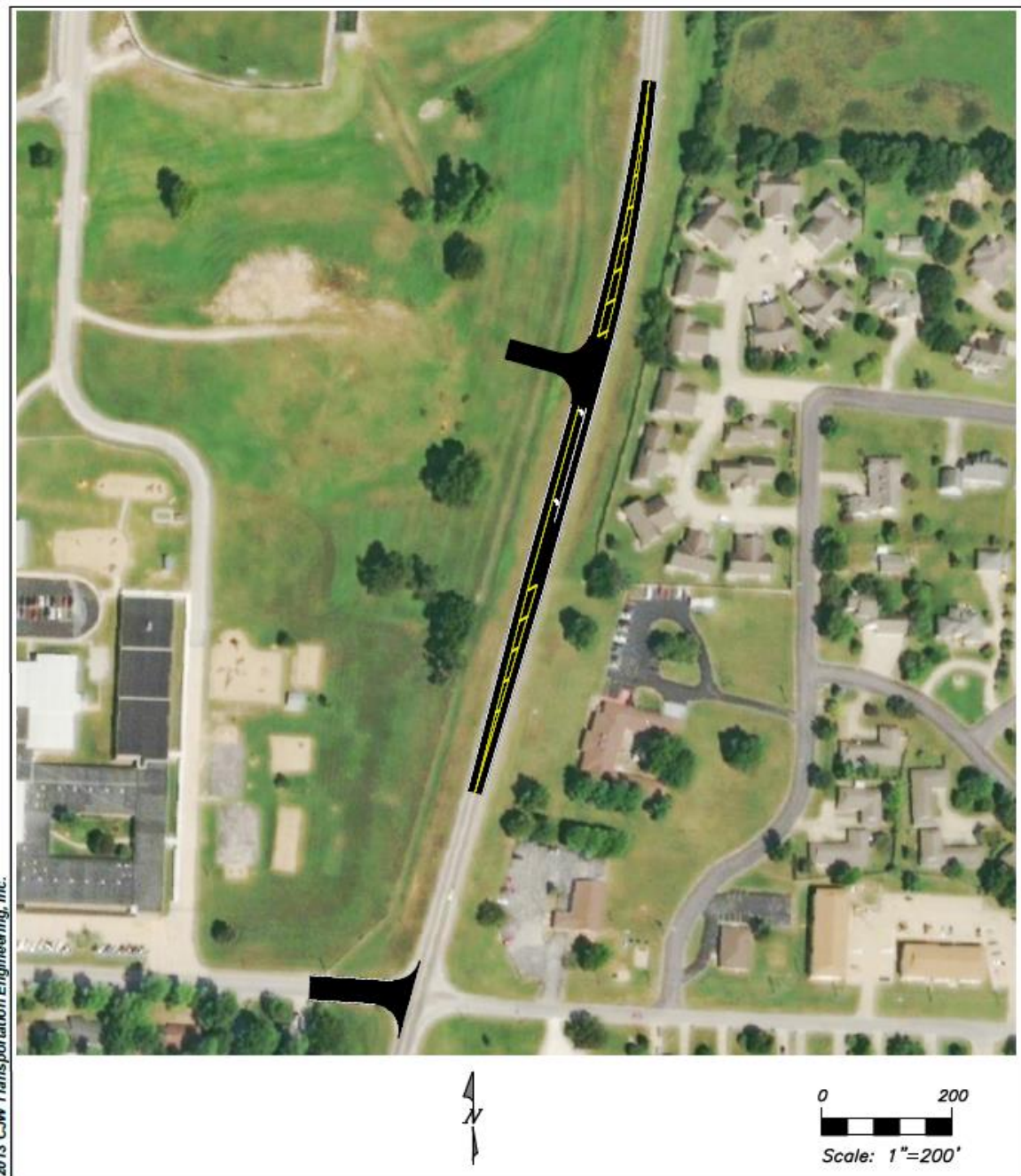
\_\_\_\_\_  
Commission Counsel

By \_\_\_\_\_

Title \_\_\_\_\_

Ordinance No: \_\_\_\_\_

Exhibit A - Location of Project



## Exhibit B – Project Schedule

Project Description: STP-6701(806) : constructing a northbound left turn lane near the Bolivar Schools.

Task	Date
Date funding is made available or allocated to recipient	4/2019
Solicitation for Professional Engineering Services (advertised)	
Engineering Services Contract Approved	
Conceptual Study (if applicable)	
Preliminary and Right-of-Way Plans Submittal (if Applicable)	6/2019
Plans, Specifications & Estimate (PS&E) Submittal	7/2019
Plans, Specifications & Estimate (PS&E) Approval	8/2019
Advertisement for Letting	9/2019
Bid Opening	10/2019
Construction Contract Award <b>(REQUIRED)</b>	11/2019

\*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

\*\*Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

## Exhibit C

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

## Exhibit C

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

## Exhibit C

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or



## Exhibit C

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

### 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

## Exhibit C

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

## Exhibit C

### d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

### 10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## Exhibit C

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

### VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

## Exhibit C

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

#### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

## Exhibit C

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

### **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

## Exhibit C

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.



## Exhibit C

### **ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**ORDINANCE COVER SHEET**

**Bill No. 2019-**

**Ordinance No.**

**“AN ORDINANCE APPROVING A 2019 BUDGET AMENDMENT  
FOR EXPENSES IN THE STREET DEPARTMENT FUND  
REFLECTING APPROVED EXPENSES  
FOR 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;** \_\_\_\_\_ **Absent.**

\_\_\_\_\_ **Approved by the Mayor on:** \_\_\_\_\_

\_\_\_\_\_ **Vetoed by the Mayor on** \_\_\_\_\_.

**Board of Aldermen Vote to Override Veto on** \_\_\_\_\_.

\_\_\_\_\_ **Aye;** \_\_\_\_\_ **Nay;** \_\_\_\_\_ **Abstain**

**Bill Effective Date:** \_\_\_\_\_.

**Bill No. 2019-**

**Ordinance No.**

**“AN ORDINANCE APPROVING A 2019 BUDGET AMENDMENT  
FOR EXPENSES IN THE STREET DEPARTMENT FUND  
REFLECTING APPROVED EXPENSES  
FOR THE CITY OF BOLIVAR, MISSOURI.”**

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

**Section I:** The City does hereby approve a 2019 budget amendment for expenses in the Street Department Fund reflecting approved expenses, attached hereto as “Exhibit “A” and made a part hereof by reference.

**Section II:** The City’s 2019 budget amendment is hereby amended to reflect the adjustments as specified in Exhibit “A” as attached hereto and made a part hereof by reference.

**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.

---

**Christopher Warwick, Mayor**

**ATTEST:**

---

**Paula Henderson, City Clerk**

**2019**

**BUDGET AMENDMENT TO THE STREET FUND.**

For the purpose of paying of the Public Works Building, with Street Reserves.

	<b>Current Budget</b>	<b>Amendment</b>	<b>New Budget</b>
22-522-5555-Debt Svc Public Works Building	\$11,800.00	\$197,500.00	\$209,300.00

Pay off Is \$200,948.

Two payments have been made in 2019.

**ORDINANCE COVER SHEET**

**Bill No. 2019-26**

**Ordinance No.**

**“AN ORDINANCE AUTHORIZING THE CITY TO ACCEPT THE BID AND  
SERVICES OF INSITUFORM TECHNOLOGIES USA, LLC FOR  
BOLIVAR SEWER REHABILITATION – CURE IN PLACE PIPE 2019.”**

**Filed for public inspection on**

**First reading \_\_\_\_\_ In Full; \_\_\_\_\_ By Title on**

**Second reading \_\_\_\_\_ In Full; \_\_\_\_\_ By Title on**

**Vote by the Board of Aldermen on :**

\_\_\_\_\_ Aye; \_\_\_\_\_ Nay; \_\_\_\_\_ Abstain

\_\_\_\_\_ Approved by the Mayor on

\_\_\_\_\_ Vetoed by the Mayor on \_\_\_\_\_.

**Board of Aldermen Vote to Override Veto on \_\_\_\_\_.**

\_\_\_\_\_ Aye; \_\_\_\_\_ Nay; \_\_\_\_\_ Abstain

**Bill Effective Date:**

**“AN ORDINANCE AUTHORIZING THE CITY TO ACCEPT THE BID AND SERVICES OF INSITUFORM TECHNOLOGIES USA, LLC FOR BOLIVAR SEWER REHABILITATION – CURE IN PLACE PIPE 2019.”**

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

**Section I:** The City is hereby authorized to accept the bid and services of Insituform Technologies USA, LLC for work on 2019 Bolivar Sewer Rehabilitation - Cure in Place Pipe; with such bid and terms to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

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

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

---

**Christopher Warwick, Mayor**

**ATTEST:**

---

**Paula Henderson, City Clerk**

## CONTRACT AGREEMENT

---

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **City of Bolivar, Missouri**, Party of the First Part, hereinafter referred to as the "Owner", and **Insituform Technologies USA, LLC**, Party of the Second Part, hereinafter referred to as the "Contractor" for as detailed in the Bid Specifications "**Bolivar Sewer Rehabilitation –Cure in Place Pipe,**"

WITNESSETH:

**ARTICLE 1.** It is hereby mutually agreed that for and in consideration of the payment as provided for herein to the Contractor by the Owner, the said Contractor shall furnish all labor, equipment, and material and shall perform all work necessary to complete all improvements as detailed in the specifications in a good and substantial manner, and in strict accordance with this Contract, a copy of which is filed pursuant to law in the office of the legal representative of the Owner.

**ARTICLE 2.** The Contractor agrees to perform all of the work described in the Contract Documents for the Total Contract Amount.

**ARTICLE 3.** It is hereby further agreed that in consideration of the faithful performance of this contract by the Contractor, the Owner shall pay the Contractor the compensation due him by reason of said faithful performance of the work, in the amount specified in accordance with the provisions of this Contract.

**ARTICLE 4.** It is hereby further agreed that, at completion of the work and its acceptance by the Owner, all sums due the Contractor by reason of his faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract, will be paid the Contractor by the Owner after said completion and acceptance.

**ARTICLE 5.** It is hereby further agreed that the Contractor acknowledges that Section 285.530 RSMo. prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of Subsection 1 of Section 285.530 RSMo., and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the project, and that its employees are lawfully eligible to work in the United States.

**ARTICLE 6.** It is hereby further acknowledged and agreed that the City of Bolivar has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States. Whenever possible, the Contractor is requested and encouraged to use products manufactured or produced in the United States in the performance of this Agreement whenever the quality and price are comparable with other goods.

**ARTICLE 7.** It is hereby further acknowledged and agreed that any of the Contractor's employees and/or subcontractors found on the project site without documentation of the successful

completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.

**ARTICLE 8.** It is hereby further agreed that any reference herein to the "Contract Documents" are hereby made a part of this Agreement as fully as if set out at length herein, and that this Contract is limited to the items in the Proposal as signed by the "Contractor" and included in the "Contract Documents".

**IN WITNESS WHEREOF**, the Party of the First Part and the Party of the Second Part, respectively, have caused this Agreement to be duly executed on the day and year first herein written, in three (3) copies, all of which to all intents and purposes shall be considered as the original.

CONTRACTOR  
(Party of the Second Part)

Insituform Technologies USA, LLC

OWNER  
(Party of the First Part)

City of Bolivar, Missouri

By: Janet Hass  
Janet Hass, Contracting & Attesting Officer

By: \_\_\_\_\_  
Mayor

SEAL:

ATTEST:

\_\_\_\_\_  
City Clerk  
Bolivar, Missouri



**BID**

PROPOSAL OF Insituform Technologies USA, LLC

(hereinafter called "*Bidder*") organized and existing under the laws of the State of

Delaware doing business as Limited Liability Company. \*

To the City of Bolivar, Missouri (hereinafter called "Owner"). In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the completion of to "***Sewer Rehabilitation –Cure in Place Pipe***" in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract within ten calendar days following receipt of a Notice to Proceed, and to fully complete the project within the specified consecutive calendar days thereafter.

Completion Date: JUNE 28, 2019

Bidder further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day past completion date until completion.

Bidder acknowledges receipt of the following addenda:

Addendum was not numbered and goes into effect 11/19/18. Copy attached.

\*Insert "*a corporation*", "*a partnership*", or "*an individual*" as applicable.

The total bid for Sewer Rehabilitation Cure in Place Pipe shall be:  
one hundred ninety eight thousand, one hundred thirty eight & 00/100  
(\$ 198,138.00) lump sum complete in place.

Show bid in both words and figures. In case of discrepancy, the amount in words will govern.

The above price shall include all labor and materials to cover the finished work for the improvements mentioned above. Lump Sum

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

pricing based on  
8" CIPP 6,057' x \$30.00 = \$181,710.00  
10" CIPP 444' x \$37.00 = \$16,428.00  
\$198,138.00

The bidder further agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, same bidder shall execute the formal contract attached within ten days and deliver a Surety Bond or bonds as required in the General Conditions. The bid guaranty furnished herewith by (Certified Check) (Bid Bond) in the amount of (\$ 5% of the amount Bid (Bond)) equal to 5% of the lump sum bid price which I understand is to become the property of the owner in the event the contract and bond are not executed within the time set forth as liquidated damages for the delay and additional expense to the owner caused thereby.

Respectfully submitted,

Insituform Technologies USA, LLC

Contractor

By: Janet Hass Janet Hass

Title: Contracting & Attesting Officer

Attest:

Diane Partridge  
Secretary Diane Partridge

Contracting & Attesting Officer

Address: 17988 Edison Avenue

Chesterfield, MO 63005

SEAL

(If bid is by a corporation)

[illegible]



[illegible]

**ORDINANCE COVER SHEET**

**Bill No. 2019-27**

**Ordinance No.**

**“AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO AN  
AGREEMENT WITH MISSOURI HIGHWAYS AND TRANSPORTATION  
COMMISSION FOR SIGN PROGRAM PARTICIPATION  
PAID BY APPLICANT.”**

**Filed for public inspection on: .**

**First reading; \_\_\_\_\_ In Full; \_\_\_\_\_ By Title on.**

**Second reading; \_\_\_\_\_ In Full; \_\_\_\_\_ By Title on.**

**Vote by the Board of Aldermen on ; :**

**\_\_\_\_\_ Aye; \_\_\_\_\_ Nay; \_\_\_\_\_ Abstain**

**\_\_\_\_\_ Approved by the Mayor on .**

**\_\_\_\_\_ Vetoed by the Mayor on \_\_\_\_\_.**

**Board of Aldermen Vote to Override Veto on \_\_\_\_\_.**

**\_\_\_\_\_ Aye; \_\_\_\_\_ Nay; \_\_\_\_\_ Abstain**

**Bill Effective Date:**

**“AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO AN  
AGREEMENT WITH MISSOURI HIGHWAYS AND TRANSPORTATION  
COMMISSION FOR SIGN PROGRAM PARTICIPATION  
PAID BY APPLICANT.”**

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

**Section I:** The City is hereby authorized to enter into an agreement with Missouri Highways and Transportation Commission Agreement for Sign Program Participation paid by Applicant; with such agreements and terms to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

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

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

---

**Christopher Warwick, Mayor**

**ATTEST:**

---

**Paula Henderson, City Clerk**

CCO Form: TR15  
Approved: 02/95 (MLH)  
Revised: 03/17 (AR)  
Modified:

Date of Installation: \_\_\_\_\_  
Type of Installation: ☐ New ☐ Revised  
MoDOT District Number: SW  
MoDOT Contract Administrator: Eric Turner  
Agreement #: 2019-03-48569

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
AGREEMENT FOR SIGN PROGRAM PARTICIPATION PAID BY APPLICANT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and **City of Bolivar** (hereinafter, "Applicant"), whose address is **345 S. Main Ave, Bolivar MO 65613.**

WITNESSETH:

WHEREAS, Applicant requests that the Commission install and maintain certain signs further described below in **Polk** County, Missouri for **Home of Governor Mike Parson plaques** in the general vicinity of **Bolivar city limits on MO 13;** and

WHEREAS, the Commission is willing to approve the Applicant's request subject to the terms and conditions of this Agreement.

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

(1) **LOCATION AND DISPLAY:** The Applicant hereby requests that the Commission construct, install and maintain sign(s) which will:

- ☐ guide motorists to a Qualified Post Secondary Educational Facility
- ☐ guide motorists to a Qualified Major/Minor Traffic Generator
- ☐ guide motorists to a State/Federal Public Use Area
- ☐ guide motorists to a Hospital with 24 Hour Emergency Care
- ☐ guide motorists to a Welcome Center Affiliate
- ☐ guide motorists to a Missouri Correctional Facility
- ☐ guide motorists on a designated route/trail
- ☐ display Custom City/County Limits Sign with Logo
- ☒ display City/County Accomplishment Plaque
- ☐ Other: \_\_\_\_\_

which is located primarily in **Polk** County(ies).

The sign(s) will read as displayed in Exhibit A and the sign(s) will be erected as illustrated in Exhibit B.

Said signs will be displayed:

- ☒ Year round
- ☐ Seasonally

from \_\_\_\_\_ to \_\_\_\_\_

If the sign(s) is/are to be displayed seasonally, the Commission will cover the sign(s) or will show the facility is closed on the sign during periods of non-use.

(2) PAYMENT: If this request is approved, the Applicant agrees to pay a **total sum of \$2,000.00** prior to the installation of such signs. If the Applicant fails to make the payment prior to installation, the Commission may cancel this Agreement. The payment is nonrefundable. The payment covers the Commission's cost to construct, install, maintain, and, if the sign is damaged beyond repair or stolen, replace the sign(s) for a period of ten (10) years from the date of installation of the signs indicated above. The Agreement will not be extended by the number of days that a sign is not erect and the Applicant will not be reimbursed for any time that the sign is not standing regardless of the reason. Payment for subsequent ten (10) year periods will be determined and made payable at the beginning of such periods. Payment not received within the time specified on the invoice will be reason for the Commission to remove the sign. The sign(s) is at all times the property of the Commission.

(3) NO INTEREST: Upon erection, the signs shall be the property of the Commission. By paying for the cost of these signs and their placement on Commission right of way, the Applicant gains no property interest in the signs or in the Commission's right of way. The Commission shall not be obligated to keep the sign(s) in place if the Commission, in its sole discretion, determines removal or modification of the sign(s) is in the best interests of the state highway system or the Commission.

(4) COMMISSION'S RESPONSIBILITIES: The Commission may modify said sign(s) when necessary to comply with changed standards that might be promulgated or adopted. It is further understood that the Commission may permanently remove the sign(s) at any time, in its sole discretion, for any reason whatsoever, including for the convenience of the Commission or if the Commission determines removal is required for a highway or transportation project. In the event the Commission removes the sign pursuant to the terms of this Agreement, the Commission will not refund any portion of the original payment from the Applicant.

(5) APPLICANT'S REPRESENTATIVE: The Applicant's **Mayor** is designated as the Applicant's representative for the purpose of administering the provisions of this Agreement. The Applicant's representative may designate by written notice other persons having the authority to act on behalf of the Applicant in furtherance of the performance of this Agreement. All Notices or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

**Chris Warwick  
Mayor  
City of Bolivar, Missouri  
345 S. Main Avenue  
Bolivar, MO 65613  
Telefax No.: 417-326-2489**

(6) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(7) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Applicant.



(8) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(9) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(10) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

(A) Exhibit A: Sign Display Detail

(B) Exhibit B: Sign Location Layout

*[Remainder of Page Intentionally Left Blank]*

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

Executed by the Applicant the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Executed by the Commission the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

City of Bolivar

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

Copies:      Applicant  
                 District  
                 Highway Safety & Traffic Division

EXHIBIT A  
Sign Display Detail  
Attach and Number Additional Sheets if Necessary

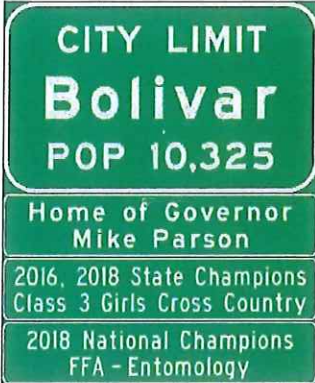
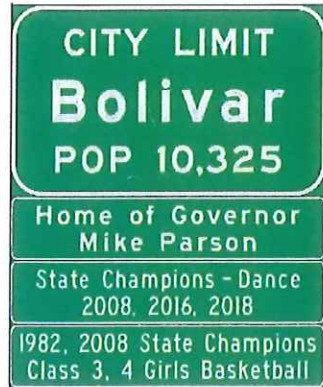
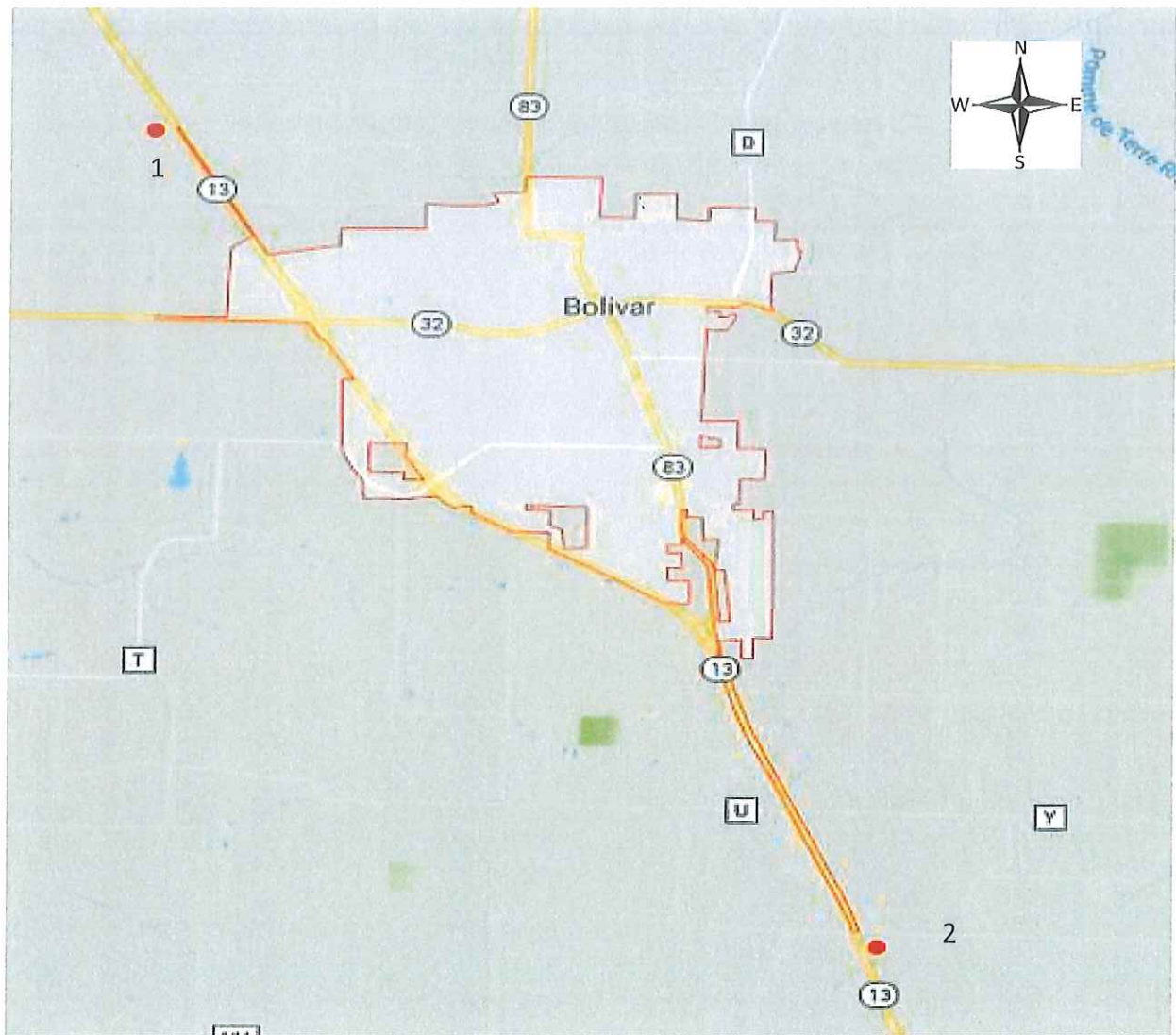
Sign No:	1	Size:	60"x12"	Quantity:	1	Sign No:	2	Size:	60"x12"	Quantity:	1
 <p><b>\$1,000.00 per Governor Plaque</b></p>						 <p><b>\$1,000.00 per Governor Plaque</b></p>					
Sign No:	3	Size:		Quantity:		Sign No:	4	Size:		Quantity:	
<ul style="list-style-type: none"> <li>This TR15 agreement is for the "Home of Governor Mike Parson" plaques only. The additional plaques are on a separate TR15 agreement and are shown for reference only.</li> </ul>											
Sign No:	5	Size:		Quantity:		Sign No:	6	Size:		Quantity:	

EXHIBIT B  
Sign Location Layout



Form: TR15  
Approved: 02/95 (MLH)  
Revised: 03/17 (AR)  
Modified:

Date of Installation: \_\_\_\_\_  
Type of Installation: ☐ New ☐ Revised  
MoDOT District Number: SW  
MoDOT Contract Administrator: Eric Turner  
Agreement #: 2019-03-48607

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
AGREEMENT FOR SIGN PROGRAM PARTICIPATION PAID BY APPLICANT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and City of Bolivar (hereinafter, "Applicant"), whose address is 345 S. Main Ave, Bolivar, MO 65613.

WITNESSETH:

WHEREAS, Applicant requests that the Commission install and maintain certain signs further described below in Polk County, Missouri for Accomplishment Plaques in the general vicinity of MO 13 and MO 32; and

WHEREAS, the Commission is willing to approve the Applicant's request subject to the terms and conditions of this Agreement.

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

(1) LOCATION AND DISPLAY: The Applicant hereby requests that the Commission construct, install and maintain sign(s) which will:

- ☐ guide motorists to a Qualified Post Secondary Educational Facility
- ☐ guide motorists to a Qualified Major/Minor Traffic Generator
- ☐ guide motorists to a State/Federal Public Use Area
- ☐ guide motorists to a Hospital with 24 Hour Emergency Care
- ☐ guide motorists to a Welcome Center Affiliate
- ☐ guide motorists to a Missouri Correctional Facility
- ☐ guide motorists on a designated route/trail
- ☐ display Custom City/County Limits Sign with Logo
- ☒ display City/County Accomplishment Plaque
- ☐ Other: \_\_\_\_\_

which is located primarily in Polk County(ies).

The sign(s) will read as displayed in Exhibit A and the sign(s) will be erected as illustrated in Exhibit B.

Said signs will be displayed:

☒ Year round

☐ Seasonally

from \_\_\_\_\_ to \_\_\_\_\_

If the sign(s) is/are to be displayed seasonally, the Commission will cover the sign(s) or will show the facility is closed on the sign during periods of non-use.

(2) PAYMENT: If this request is approved, the Applicant agrees to pay a **total sum of \$5,040.00** prior to the installation of such signs. If the Applicant fails to make the payment prior to installation, the Commission may cancel this Agreement. The payment is nonrefundable. The payment covers the Commission's cost to construct, install, maintain, and, if the sign is damaged beyond repair or stolen, replace the sign(s) for a period of ten (10) years from the date of installation of the signs indicated above. The Agreement will not be extended by the number of days that a sign is not erect and the Applicant will not be reimbursed for any time that the sign is not standing regardless of the reason. Payment for subsequent ten (10) year periods will be determined and made payable at the beginning of such periods. Payment not received within the time specified on the invoice will be reason for the Commission to remove the sign. The sign(s) is at all times the property of the Commission.

(3) NO INTEREST: Upon erection, the signs shall be the property of the Commission. By paying for the cost of these signs and their placement on Commission right of way, the Applicant gains no property interest in the signs or in the Commission's right of way. The Commission shall not be obligated to keep the sign(s) in place if the Commission, in its sole discretion, determines removal or modification of the sign(s) is in the best interests of the state highway system or the Commission.

(4) COMMISSION'S RESPONSIBILITIES: The Commission may modify said sign(s) when necessary to comply with changed standards that might be promulgated or adopted. It is further understood that the Commission may permanently remove the sign(s) at any time, in its sole discretion, for any reason whatsoever, including for the convenience of the Commission or if the Commission determines removal is required for a highway or transportation project. In the event the Commission removes the sign pursuant to the terms of this Agreement, the Commission will not refund any portion of the original payment from the Applicant.

(5) APPLICANT'S REPRESENTATIVE: The Applicant's **Mayor** is designated as the Applicant's representative for the purpose of administering the provisions of this Agreement. The Applicant's representative may designate by written notice other persons having the authority to act on behalf of the Applicant in furtherance of the performance of this Agreement. All Notices or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

**Chris Warwick  
Mayor  
City of Bolivar  
345 S. Main Avenue  
Bolivar, MO 65613  
Telefax No.: 417-326-2489**

(6) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(7) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Applicant.

(8) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(9) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(10) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

- (A) Exhibit A: Sign Display Detail
- (B) Exhibit B: Sign Location Layout

*[Remainder of Page Intentionally Left Blank]*

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

Executed by the Applicant the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by the Commission the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

City of Bolivar

By\_\_\_\_\_

By\_\_\_\_\_

Title\_\_\_\_\_

Title\_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By\_\_\_\_\_

Title\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

Copies:      Applicant  
                 District  
                 Highway Safety & Traffic Division



EXHIBIT A  
Sign Display Detail  
Attach and Number Additional Sheets if Necessary

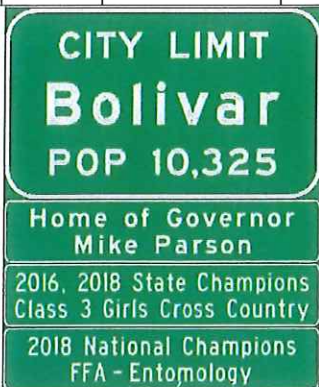
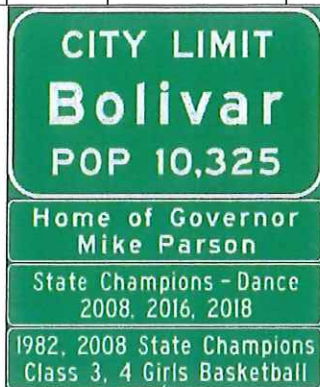
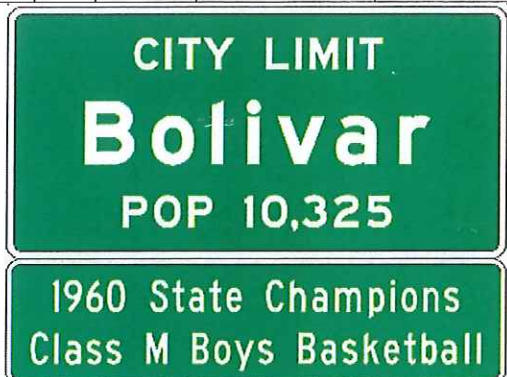
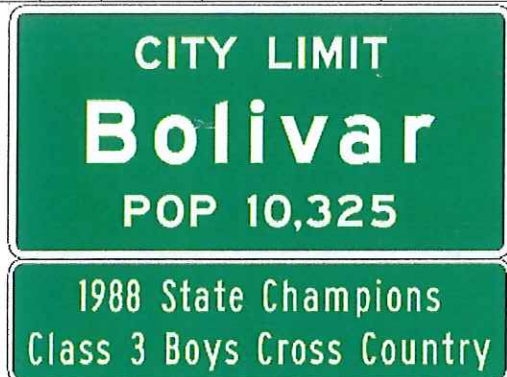
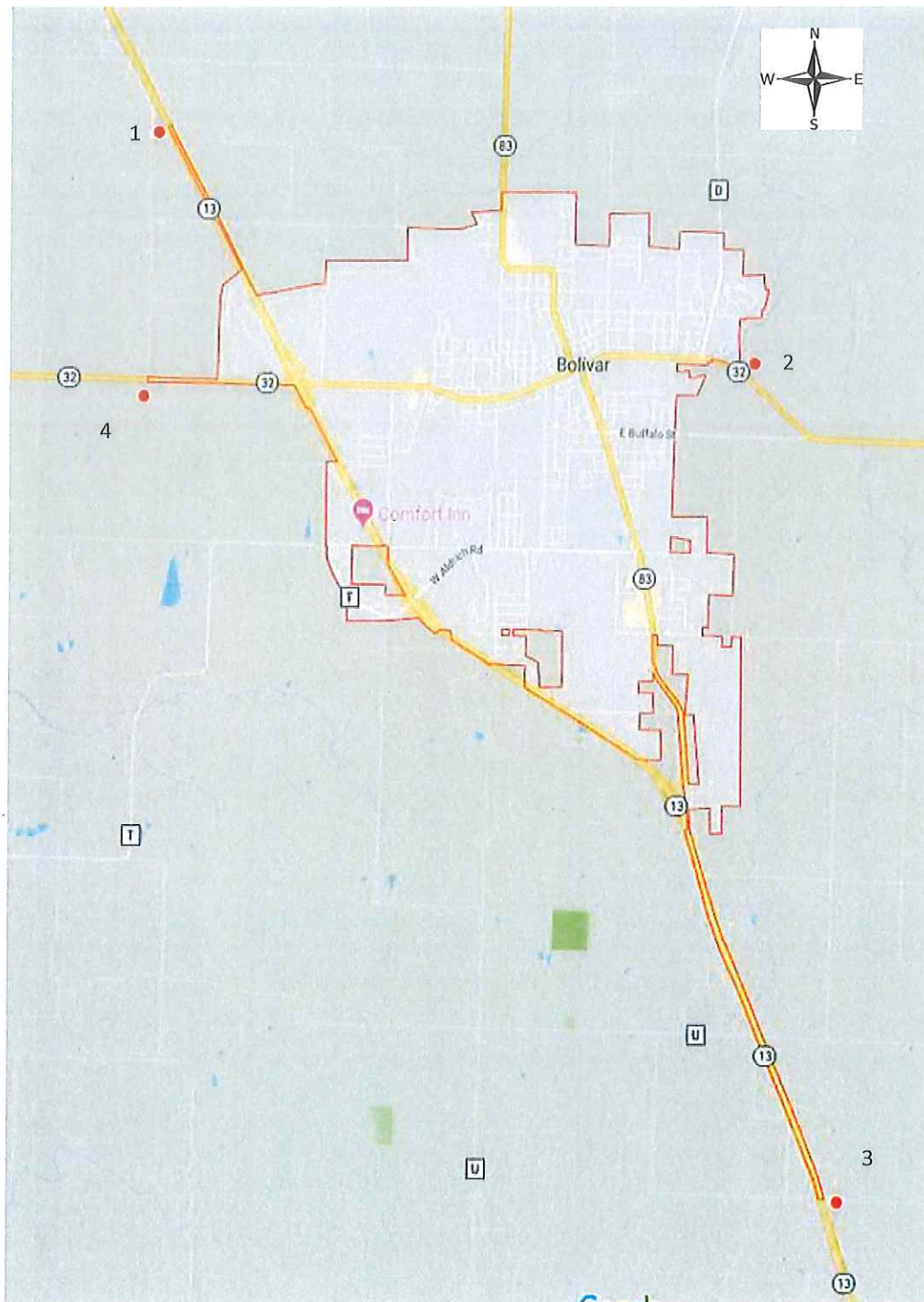
Sign No:	1	Size:	60"x12"	Quantity:	1	Sign No:	2	Size:	60"x12"	Quantity:	1
 <p><b>\$1,000.00 per Girls Cross Country Plaque</b> <b>\$1,000.00 per FFA-Entomology Plaque</b></p>						 <p><b>\$1,000.00 per Dance Plaque</b> <b>\$1,000.00 per Girls Basketball Plaque</b></p>					
Sign No:	3	Size:	48"x12"	Quantity:	1	Sign No:	4	Size:	48"x12"	Quantity:	1
 <p><b>\$520.00 per Boys Basketball Plaque</b></p>						 <p><b>\$520.00 per Boys Cross Country Plaque</b></p>					
Sign No:	5	Size:		Quantity:		Sign No:	6	Size:		Quantity:	
<p>This TR15 agreement does not include the "Home of Governor Mike Parson" plaques. They are on a separate TR15 agreement and are shown for reference only.</p>											

EXHIBIT B  
Sign Location Layout





IN THE 30th JUDICIAL CIRCUIT COURT, POLK COUNTY, MISSOURI

Division:

☐ Circuit/No. \_\_\_\_\_ ☐ Associate/No. \_\_\_\_\_ ☐ Probate/No. \_\_\_\_\_

☒ Municipal \_\_\_\_\_ City of BOLIVAR

Contact Person: TERI COURTOIS

Phone Number 417-328-0233

Signature of Contact Person: \_\_\_\_\_

(Date File Stamp)

Court Operating Rule 8 authorizes the chief justice, presiding judge, or chair of the Fine Collections Center with the approval of the court en banc or committee, to issue orders of destruction for those records that have met the required retention period.

- ☐ The records listed below were offered to State Archives and local historical organizations and were
- ☐ refused or ☐ no response was received after 45 days. All requirements under Court Operating Rule 8 have been satisfied.
- ☒ The records listed below are not required to be offered to State Archives and local historical organizations.

Therefore, it is ordered that TERI COURTOIS (Appointing Authority) destroy the records described below.

Order of Destruction

Book or Case Number Series	Book Title or Case Type	Dates of Cases/Books
VARIOUS YEARS CITATION (PAID, CLOSED, DISMISSED AND VOIDED CITATIONS) WITH THE EXCEPTION OF MORE SERIOUS OFFENSES: DWR, DWS, LEAVING THE SCENE OF ACCIDENT, THEFT, STEALING, SHOPLIFTING, ASSAULT(S), DRUG AND ALCOHOL RELATED OFFENSES; AND FLEEING OR ATTEMPTING TO ELUDE OFFICER.		JANUARY 2007- DECEMBER 2014

Open Records to be destroyed by the following method: SHREDDING.

4/2/19  
Date

\_\_\_\_\_  
Chief Justice, Presiding Judge, or Chair of the FCC Signature

**ORDINANCE COVER SHEET**

**Bill No. 2019-28**

**Ordinance No.**

**“AN ORDINANCE APPROVING A FUND TRANSFERS FOR  
THE FISCAL YEAR ENDING 2018.”**

**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;** \_\_\_\_\_ **Absent**

\_\_\_\_ **Approved by the Mayor on:** \_\_\_\_\_.

\_\_\_\_ **Vetoed by the Mayor on** \_\_\_\_\_.

**Board of Aldermen Vote to Override Veto on** \_\_\_\_\_.

\_\_\_\_ **Aye;** \_\_\_\_\_ **Nay;** \_\_\_\_\_ **Abstain**

**Bill Effective Date:** \_\_\_\_\_.

**Bill No. 2019-28**

**Ordinance No.**

**“AN ORDINANCE APPROVING A FUND TRANSFERS FOR  
THE FISCAL YEAR ENDING 2018.”**

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

**Section I:** The City does hereby approve an ordinance approving a fund transfer for the City of Bolivar’s Year End 2018. Expense outlined in the attachment(s) hereto labeled as Exhibit “A” and made a part hereof by reference.

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

---

**Christopher Warrick, Mayor**

**ATTEST:**

---

**Paula Henderson, City Clerk**

<b>General Fund Cash</b>	\$ 501,412.09	(pooled and other unrestricted cash and investments)
Capital Imp. Sales Tax Transfer In	150,676.37	
Transfer to Fire	(328,022.59)	
Transfer to Recreation	(140,377.87)	
Capital Imp. Sales Tax PY Transfer	66,531.99	
Admin Allocation - Nov/Dec WSF & Street	95,175.00	
<b>Ending Cash</b>	<u>\$ 345,394.99</u>	

<b>Fire Fund Cash</b>	\$ (364,523.02)	pooled cash
Capital Imp. Sales Tax Transfer In	36,500.43	
Transfer from General	328,022.59	
<b>Ending Cash</b>	<u>\$ -</u>	

<b>Recreation Fund Cash</b>	\$ (141,848.29)	pooled cash
Capital Imp. Sales Tax Transfer In	1,470.42	
Transfer from General	140,377.87	
<b>Ending Cash</b>	<u>\$ -</u>	

<b>Cemetery</b>	\$ (1,518.36)	pooled cash
Capital Imp. Sales Tax Transfer In	2,637.50	
Transfer from General	-	
<b>Ending Cash</b>	<u>\$ 1,119.14</u>	

<b>Capital Improvement Sales Tax Cash</b>	\$ 692,276.76	pooled cash
Transfer to General	(217,208.36)	
Transfer to Fire	(36,500.43)	
Transfer to Recreation	(1,470.42)	
Transfer to Water & Sewer	-	
<b>Ending Cash</b>	<u>\$ 437,097.55</u>	

<b>Water and Sewer Fund Cash</b>	\$ 120,557.82	pooled cash
Capital Imp. Sales Tax Transfer In	-	
Admin Allocation - Nov/Dec	(42,961.00)	
<b>Ending Cash</b>	<u>\$ 77,596.82</u>	

City paid \$754,273.88 in WSF debt which can be transferred in from Capital Improvement Sales Tax

**City of Bolivar**  
**Capital Purchases (noted in expenses)**

**General Fund**

<u>Date</u>	<u>Expense Acct#</u>	<u>Amt.</u>	<u>Dept.</u>	<u>Description</u>
9/18/2018	11-506-5415	\$ 16,950.00	Police	2016 Dodge Charger
9/21/2018	11-506-5415	39,008.00	Police	2018 Ford Explorer
9/21/2018	11-505-5400	6,678.00	Admin	ID Badge Machine
6/15/2018	11-506-5300	2,654.00	Police	New Engine for Tahoe
8/28/2018	11-506-5300	12,165.00	Police	Video equipment for 3 cars
12/14/2018	11-506-5400	33,220.08	Police	Polk County Dispatch lease
10/2/2018	11-506-5415	4,585.56	Police	Radar Units
various	11-506-5555/5655	19,948.64	Police	Debt service on bldg
2/28/2018	11-506-5232	4,025.00	Police	In Car Video System
6/28/2018	11-506-5305	1,700.76	Police	Alarm Equipment
11/29/2018	11/506/5410	8,274.00	Police	2 Tasers
7/18/2018	11-517-5305	1,467.33	Animal Control	Heat Pump
		<u>\$ 150,676.37</u>		

**Fire Fund**

<u>Date</u>	<u>Expense Acct#</u>	<u>Amt.</u>	<u>Dept.</u>	<u>Description</u>
6/25/2018	16-516-5291	9,518.75	Fire	net amount of fixing equipment after insurance proceeds
12/12/2018	16-516-5310	10,522.61	Fire	engine 13 repairs
2/16/2018	16-516-5410	17,682.00	Fire	3 cameras
8/29/2018	16-516-5410	28,098.00	Fire	2011 Ford
7/26/2018	16-516-5410	17,991.00	Fire	SCBA cylinders
9/18/2018	16-516-5410	6,250.00	Fire	boxes for truck
12/14/2018	16-516-5410	7,074.38	Fire	Hoses
6/26/2018	16-516-5410	1,400.50	Fire	2018 Apparatus Equipment
7/27/2018	16-516-5410	2,730.84	Fire	2019 Apparatus Equipment
various	16-516-5520/5521	121,045.16	Fire	debt service on truck
various	16-516-5525/5530	19,948.60	Fire	debt service on building
various	16-516-5535/5536	21,738.59	Fire	Debt service on ladder truck
		<u>\$ 264,000.43</u>		
Already transferred		<u>(227,500.00)</u>		
		<u>\$ 36,500.43</u>		

**Recreation Fund**

<u>Date</u>	<u>Expense Acct#</u>	<u>Amt.</u>	<u>Dept.</u>	<u>Description</u>
various	various	\$418,970.00	Rec	COP payments
6/1/2018	20-520-5410	2,637.50	Rec	1/2 mower
12/31/2018	20-520-5420	1,332.21	rec	mower
12/31/2018	20-520-5300	2,000.00	Rec	mower
4/6/2018	20-524-5200	2,030.71	REc	2 new cl pumps and 2 acid pumps
8/22/2018	20-525-5310	24,500.00	Rec	Rotary Mower
		<u>451,470.42</u>		
		<u>(450,000.00)</u>		
		<u>\$ 1,470.42</u>		

**Cemetery**

<u>Date</u>	<u>Expense Acct#</u>	<u>Amt.</u>	<u>Dept.</u>	<u>Description</u>
6/1/2018	15-515-5410	\$2,637.50	Cemetery	1/2 mower
		<u>\$2,637.50</u>		

**12/31/2017**  
**Fixed Asset Additions (noted during expenses)**

**General Fund**

<u>Date</u>	<u>Expense Acct#</u>	<u>Amt.</u>	<u>Dept.</u>	<u>Description</u>
11/30/2017	11-505-5420	\$ 26,000.00	General	204 E. Jefferson Land Clearing
12/15/2017	11-505-5721	24,146.20	General	130 db Storm Siren
11/21/2017	11-506-5415	39,680.00	Police	2017 Ford Explorer Vin: 9153 w/ loadout
11/21/2017	11-506-5415	39,680.00	Police	2017 Ford Explorer Vin: 9152 w/ loadout
10/26/2017	11-505-5410	30,290.00	General	27 computers
various	11-506-5555/5655	19,948.63	Police	Portion of Public Safety bldg lease
10/30/2017	11-505-5410	72,160.00	General	Radios upgrades
11/17/2017	11-506-5415	12,000.00	Police	Dodge Charger
various	11-506-5400	66,440.16	Police	Debt pmt on software agreement
Amount Spent		\$ 330,344.99		
Amount Trans. From sales tax		(263,813.00)		
		<u>\$ 66,531.99</u>		



**ORDINANCE COVER SHEET**

**Bill No. 2019-29**

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

**“AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FOR  
CERTAIN PROPERTY GENERALLY LOCATED ALONG WEST BROADWAY  
STREET IN BOLIVAR, MO.”**

**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 CHANGING THE ZONING CLASSIFICATION FOR CERTAIN PROPERTY GENERALLY LOCATED ALONG WEST BROADWAY STREET IN BOLIVAR, MO.”**

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

**Section I:** Upon the recommendation of the Planning and Zoning Commission of the City of Bolivar on April 18, 2019 to approve the zoning change application, after petition being filed by the record owners and duly held public hearing, the zoning classification for the following described property is hereby changed from “A-L,” Agricultural District to “R-4,” Multiple-Family Dwelling District:

ALL OF TRACT 2 OF SURVEY BY NELSON SURVEYING, LLC ON DRAWING NUMBER C03-1915 AS RECORDED IN THE POLK COUNTY RECORDER’S OFFICE DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 33 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE S02°12’40”W 1320.21 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF, THENCE N88°09’49”W 493.92 FEET TO THE SOUTHEAST CORNER OF THE WEST 5 ACRES OF THE SAID WEST HALF, THENCE N02°12’58”E 785.02 FEET, THENCE N89°58’58”E 74.31 FEET, THENCE N26°00’11”E 294.41 FEET, THENCE N02°12’58” E 264.77 FEET TO THE NORTH LINE OF SAID WEST HALF, THENCE S88°03’02”E 300.80 FEET TO THE POINT OF BEGINNING, CONTAININT 13.0 ACRES MORE OR LESS, ALL IN BOLIVAR, POLK COUNTY, MISSOURI SUBJECT TO ROADS AND EASEMENTS.

LESS AND EXCEPT

THE NORTH 250 FEET OF THE ABOVE DESCRIBED PROPERTY, MORE OR LESS, THAT IS ALREADY ZONED “C-S, HIGHWAY SERVICE DISTRICT.”

The owners of the property are Dan Wohnoutka and Pat Wohnoutka.

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

\_\_\_\_\_  
**Christopher Warwick, Mayor**

**ATTEST:**

\_\_\_\_\_  
**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.

\_\_\_\_\_  
**Paula Henderson, City Clerk**



Case Number: 26-19-04  
Date Submitted: 3/25/19

### Planning & Zoning Application

Before applying for any Planning & Zoning related request, please schedule a pre-application meeting with the Planning & Zoning Administrator.

This application must be completed and filed in the Planning and Zoning Department, along with all necessary supporting documentation, plats, surveys, and drawings. An incomplete application cannot be accepted.

The applicant/agent hereby declares that all information submitted is true to the best of his/her knowledge and that all information required for this request has been included and the appropriate fee(s) has been paid.

### Applicant Information

Applicant Name: Judy McKovich Mailing Address: 1421 W Broadway St  
Daytime Phone: 417-298-2755 Email: judy@j-s-realty.com  
Bolivar

Are you the property owner? ☐ Yes ☒ No Are you the contact person for the case? ☒ Yes ☐ No

Property Owner: Dan & Pat Wbhardt Mailing Address: 2755 S Orchard Ave  
Daytime Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Bolivar

Contact Person: Judy McKovich Mailing Address: 1421 W Broadway St  
Daytime Phone: Same Email: Same

The person identified as the contact will be the only person notified by the Planning & Zoning Department during this process. It will be his/her responsibility to notify the other parties who may be involved.

### Project Type

	BOUNDARY CHANGE
Lot Address/Location:	_____ Subdivision: _____
Legal Description:	_____ _____ _____
Zoning District	_____ One (1) Original Plat or Survey <input type="checkbox"/> Copies of Plat or Survey <input type="checkbox"/>

	LOT CONSOLIDATION
Lot Address/Location:	_____ Subdivision: _____
Legal Description:	_____ _____ _____
Zoning District	_____ One (1) Original Plat or Survey <input type="checkbox"/> Copies of Plat or Survey <input type="checkbox"/>

**LOT SPLIT**

Lot Address/Location: \_\_\_\_\_ Subdivision: \_\_\_\_\_

Legal Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Zoning District \_\_\_\_\_ One (1) Original Plat or Survey [ ] Copies of Plat or Survey [ ]

**REZONE**

Property Address: TBD W Broadway St Subdivision N/A

Legal Description: \_\_\_\_\_

\_\_\_\_\_

Request to change zoning from A-2 to R4. Reasoning: Domestic Violence Shelter

**PRELIMINARY PLAT**

Name of Subdivision: \_\_\_\_\_ Subdivision Classification: [ ] Minor [ ] Major

General Location: \_\_\_\_\_

Name of Surveyor: \_\_\_\_\_ Current Zoning: \_\_\_\_\_

Gross Acreage of Plat: \_\_\_\_\_ Minimum Lot Frontage \_\_\_\_\_ Minimum Lot Area \_\_\_\_\_

Lineal Feet of New Street

	Street Name	Right-of-Way Width	Length
a.	_____	_____ Ft.	_____ Ft.
b.	_____	_____ Ft.	_____ Ft.
c.	_____	_____ Ft.	_____ Ft.
d.	_____	_____ Ft.	_____ Ft.

How will the installation of improvements (water, sewer, streets, storm water detention, and sidewalks) be guaranteed? \_\_\_\_\_

**FINAL PLAT**

Name of Subdivision: \_\_\_\_\_

General location: \_\_\_\_\_

Subdivision Classification: [ ] Minor Subdivision [ ] Major Subdivision Date of Preliminary Plat approval: \_\_\_\_\_

How will the installation of improvements (water, sewer, streets, storm water detention, and sidewalks) be guaranteed? \_\_\_\_\_

The owner herein agrees to comply with the Subdivision Regulations for Bolivar, Missouri, as amended and all other pertinent ordinance or resolutions of the City and Statutes of the State of Missouri. ~~It is agreed that all costs of recording the plat and supplemental documents thereto with the Register of Deeds shall be assumed by the owner of the property proposed for platting.~~

Owner's Signature: [Signature] Date: 3-21-19

Judy McBowen 3/18/19

Applicant's Signature Date

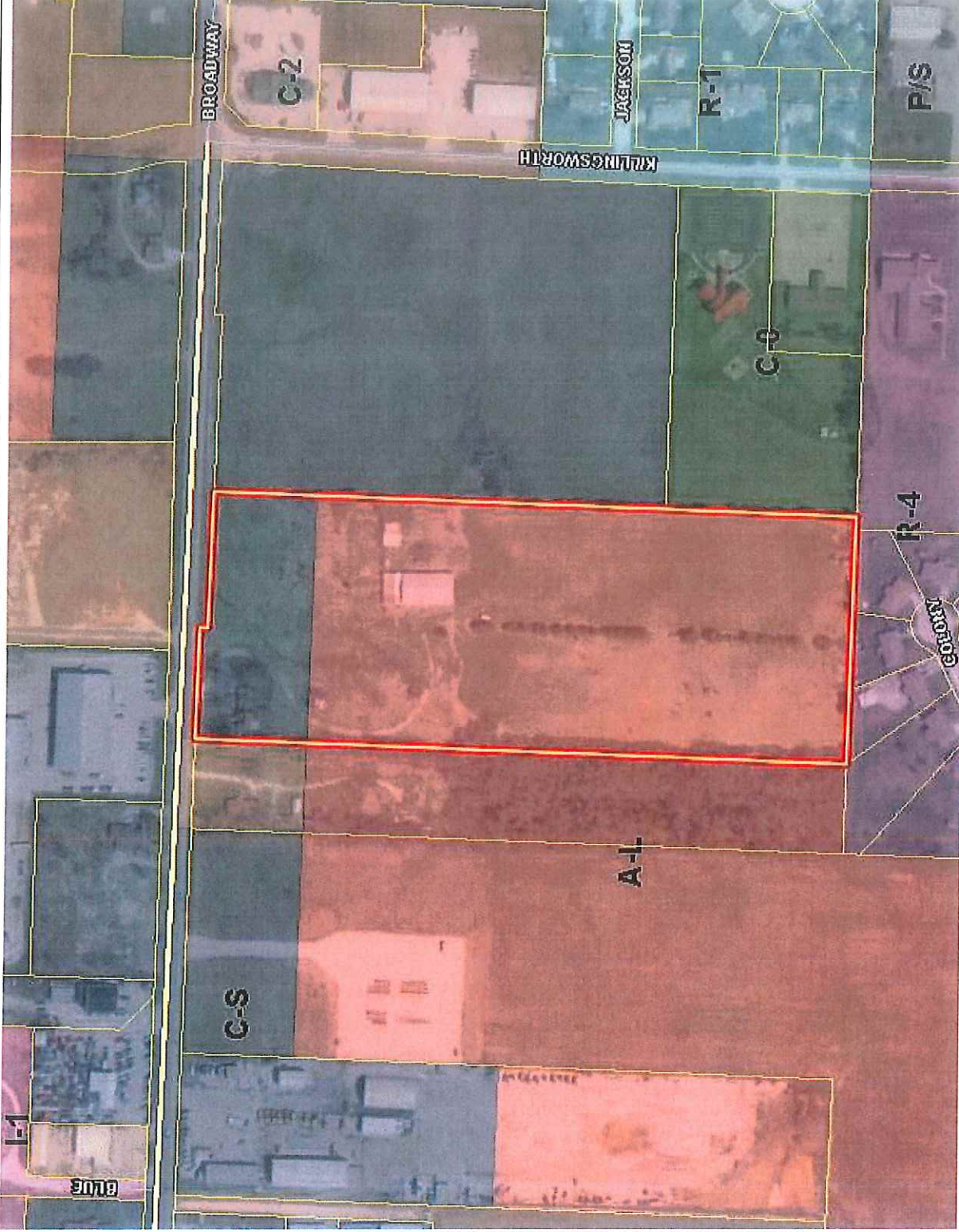
# Bolivar, MO



## Legend

- Roads**
- All Roads
  - State Lettered Hwy
  - State Numbered Hwy
- Parcel**
- Corporate Limit Line**
- Zoning District**
- Unknown
  - A-L
  - C-0
  - C-1
  - C-2
  - C-3
  - C-S
  - I-1
  - I-2
  - R-1
  - R-2
  - R-3
  - R-4
  - P/S
  - MHS
  - MHD

## Notes



578.7 0 289.34 578.7 Feet



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION

**SPECIAL EVENT APPLICATION**

**SPONSOR AND ORGANIZATION INFORMATION**

Sponsor Name: Bolivar Auto Sales & Detailing  
 Address: 607 W Broadway  
 City: Bolivar State: MO Zip: 65613  
 Daytime phone: 417-777-2886 Cell phone: 298-3951  
 Fax: \_\_\_\_\_ Cell phone (during event): \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Preferred method of contact: Cell

**EVENT INFORMATION**

Event name: Charity Car Show (2nd annual)  
 Event location: 607 W Broadway  
 Date & time of Set up: May 4th 8am  
 Date & time of Event: May 4th 11-3pm  
 Date & time of Clean up: May 4th 3-6pm  
 Anticipated number of attendees: 200+

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: Dakotah Lear Cell phone (during event): 298-3951

Type of activities planned (check all that apply):

- ☐ Carnival ☒ Concert ☐ Festival  
☐ Fireworks ☐ Parade ☐ Run/Walk  
☐ Sporting Event ☒ Other (please explain) Car Show, Lunch, booths, Jump houses

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.*

Will temporary booths be set up?

☒ Yes ☐ No

If yes, will goods be available for purchase? ☐ Yes ☐ No Possibly

*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 - Trailer

Please list performance times 11:30 - 3pm

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

List participating organizations/with name of contact (attach list if needed)

Organization: Bolivar Shop w/ a Cop Contact \_\_\_\_\_

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		<input checked="" type="checkbox"/>	
EMS Services		<input checked="" type="checkbox"/>	
Fire Watch		<input checked="" type="checkbox"/>	
Restroom Facilities		<input checked="" type="checkbox"/>	
Security		<input checked="" type="checkbox"/>	
Street Barricades			
Traffic Control		<input checked="" type="checkbox"/>	
Trash clean-up*		<input checked="" type="checkbox"/>	

\*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 would like to close down Park St. Between  
our business & Recorders. & possibly w Chestnut St to Canton St.

I hereby agree that my organization will comply with all City, County and State regulations and those that are specific to public safety.

Signature: Dakota Lear Print: Dakota Lear

Organization Name: Bolivar Auto Sales & Detailing Date: 4-10-19

**OFFICIAL 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: \_\_\_\_\_

## HOLD HARMLESS AGREEMENT

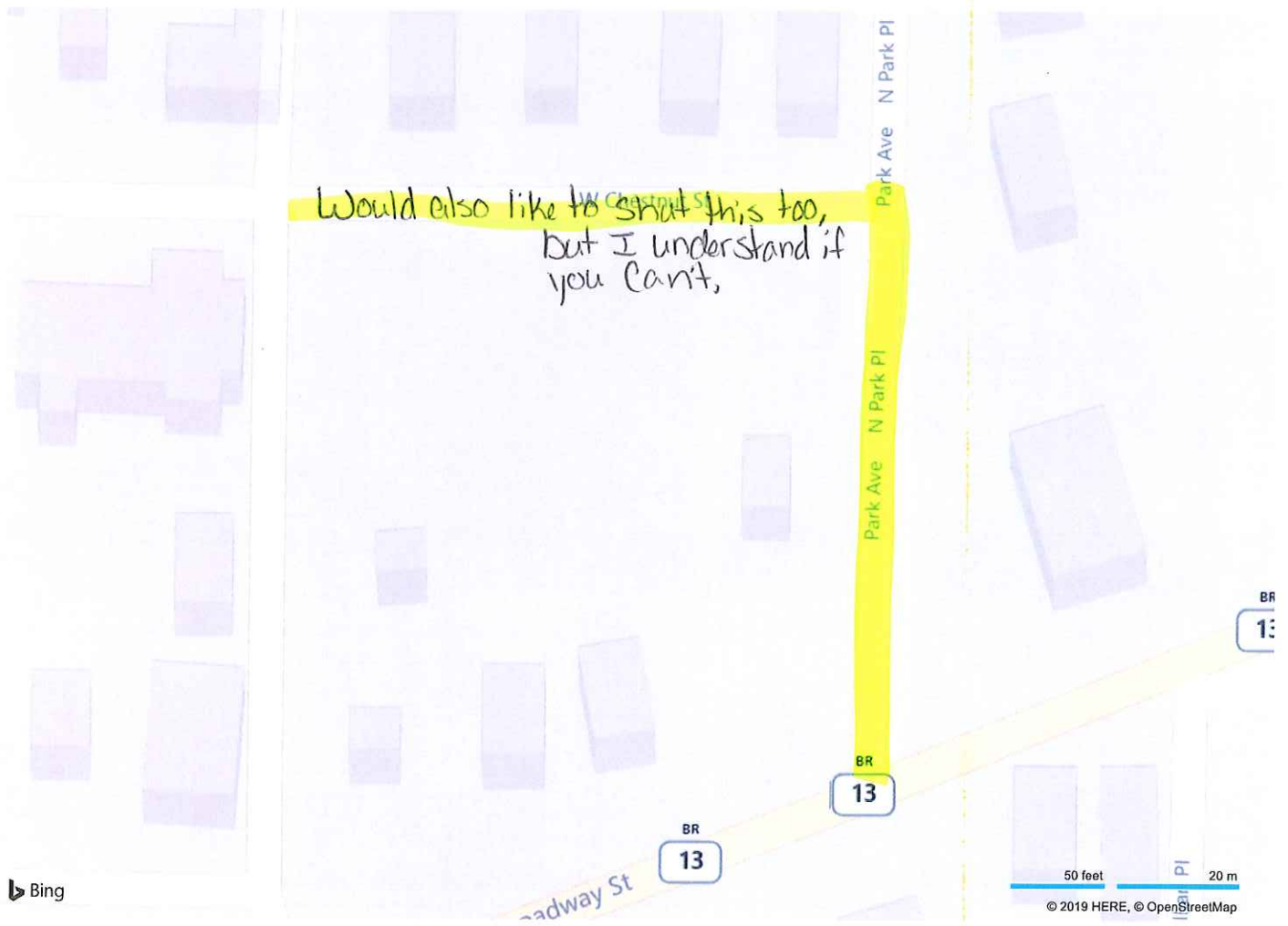
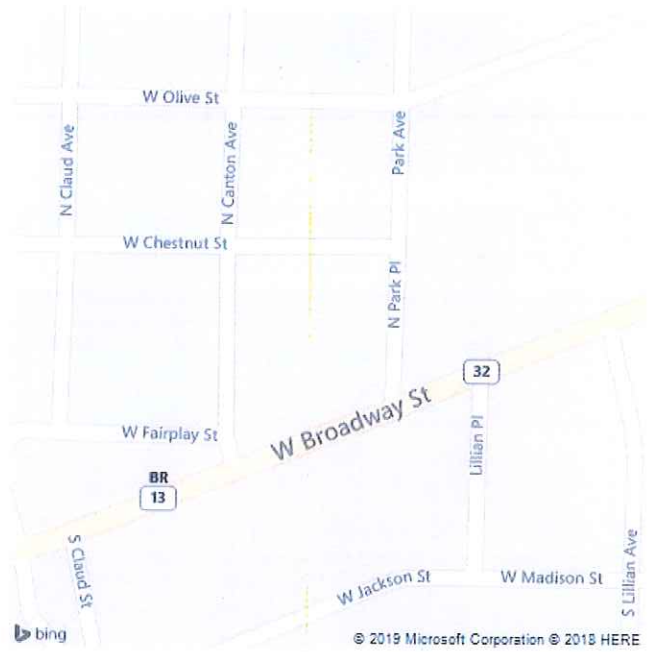
To the extent permitted by law, Sponsor agrees to indemnify, defend and hold harmless the City of Bolivar, its officers, agents, volunteers and employees from and against all suits, claims, damages, losses and expenses, including but not limited to attorney's fees, court costs or alternative dispute 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: Dakota Leas Print: Dakota Leas  
Organization Name: Bolivar Auto Sales & Detailing Date: 4-10-19  
City of Bolivar Representative: Paula Henderson Date: 4-17-19



Notes





# BOLIVAR

GUN • JEWELRY

PAWN



AUTO SALES

DETAILING

2ND  
ANNUAL

# CHARITY CAR SHOW

Saturday • May 4th • 11:30am-3:00pm

All Proceeds Go To Shop With A Cop

2ND ANNUAL  
CHARITY

# CAR SHOW

ALL PROCEEDS  
GO TO  
SHOP WITH A COP

FREE ENTRY • CALL 777-2886 TO ENTER

PRIZES TO THE TOP 3 TO RECEIVE THE MOST DONATIONS



# LUNCH PROVIDED



ROOSTERS BBQ & SMITH'S RESTAURANT

Fun For All!

# LIVE MUSIC

Bounce Houses  
For Kids!

FEATURING THE BI-POLAR BEARS

EXCELLENT LOCAL BAND WITH A WIDE MUSIC VARIETY

# 417-777-2886

607 W. Broadway • Bolivar, MO



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Telephone (417)326-2489 • Fax (417) 777-3212  
[www.bolivar.mo.us](http://www.bolivar.mo.us)

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## **2019 Upcoming Events:**

**April 25<sup>th</sup>, 2019 Liberty Utilities Ground Breaking – 2716 W. Broadway St**  
**April 26<sup>th</sup>, 2019 SBU Inauguration Eric A. Turner, Ed.D.**  
**April 27<sup>th</sup>, 2019 EAA Chapter 1609 at Airport**  
**April 27<sup>th</sup>, 2019 City Wide Garage Sale**  
**May 4<sup>th</sup>, 2019 CMH Heroes for Hospice 5k, 10k**  
**May 4<sup>th</sup>, 2019 KLIFE 3 on 3 Basketball Tournament-Youth Park**  
**May 4<sup>th</sup>, 2019 Bolivar Auto Sales & Detailing/Elite Gun & Pawn Charity Car Show**  
**May 11<sup>th</sup>, 2019 The Heights Church Fun Run Fundraiser**  
**September 7<sup>th</sup>, 2019 Country Days 2019**