



PA 1:30pm  
5-24-19

BOARD OF ALDERMAN REGULAR SESSION  
BOARD MEETING TUESDAY,  
May 28th, 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:

April 11<sup>th</sup>, 2019 Work & Executive Session; April 23<sup>rd</sup>, 2019 Regular & Executive Session.

2. BILLS & FINANCIAL REPORTS.

3. ADMINISTRATOR REPORT:

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

5. OLD BUSINESS:

- a. Bill No. 2019-32: An Ordinance Authorizing a Contract with Ozark Applicators for 2019 Water Tower Main.
- b. Bill No. 2019-33: An Ordinance to renew Vineyard Hospitality Development Economic Incentive Arrangement.
- c. Discuss: Current Airport Hay Cutting Contract, revisit- Cut/Remove Deadline Dates.

6. NEW BUSINESS:

- a. Discuss & Approve: Relist/Reserve with Gov Deals - Old Ladder Fire Truck.
- b. Discuss & Approve: Disclosure Compliance Services Proposal for Bond Compliance Reporting.
- c. Discuss & Approve: Copier Lease Renewal.

7. CALENDAR OF EVENTS: Bolivar Day at the Springfield Cardinals June 11<sup>th</sup>, 2019 (See City Clerk); Tuesday, June 18<sup>th</sup>, 2019 Regular Session.

8. **Executive Session:** 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...

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 WORK SESSION  
CITY HALL, 345 S. MAIN, BOLIVAR, MO 65613  
THURSDAY, APRIL 11<sup>th</sup>, 2019 AT 6:30 P.M.

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

**Aldermen present:** Aldermen Thane Kifer, Ethel Mae Tennis, Steve Skopec, Justin Ballard and John Credille.

**Aldermen absent:** Aldermen Vicky Routh, Steve Sagaser and Alexis Neal.

**In attendance:**

City Administrator Tracy Slagle, City Attorney Donald Brown, Public Works Director Jerry Hamby, Mark Webb Police Chief, Deputy Fire Chief Brent Watkins, City Clerk Paula Henderson, Finance Director Natalie Scrivner, and other visitors from the public.

**Prayer:** Led by Alderman Credille.

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

**Motion to Adopt Agenda:**

Alderman Kifer made a motion to approve the agenda. Alderman Ballard seconded the motion, which carried unanimously.

**Approval of Election Results.**

Aldermen Credille made a motion to approve the April 2019 Election results from the Polk County Clerk's office. Aldermen Ballard seconded the motion, which carried unanimously.

**Swearing in Newly Elected Officials.**

City Clerk Paula Henderson swore in the 2019 elected aldermen; Steve Skopec- Ward I, Mike Ryan- Ward II, Thane Kifer Ward- III, and Charlie Keith- Ward IV and Mayor Christopher Warwick.

**Appoint: "Acting President of the Board of Aldermen".**

Aldermen Kifer nominated Aldermen Justin Ballard. Aldermen Kifer makes a motion to appoint Alderman Ballard as "Acting President of the Board". Alderman Ryan seconds the motion, which was unanimously approved.

**Re-Appoint Municipal Judge/set Salary.**

Alderman Skopec makes a motion to continue with Judge Randy Blossch, salary set at \$17,000. Alderman Tennis seconded the motion, which was unanimously approved.



Re-Appoint City Attorney.

Alderman Tennis makes a motion to continue with Don Brown with Douglas, Haun and Heideman for City Attorney Services. Alderman Ballard seconded the motion, which was unanimously approved.

Re-Appoint City Prosecuting Attorney.

Aldermen Ballard made a motion to appoint Justin Stanek with Douglas, Haun and Heideman for Prosecuting Attorney. Aldermen Tennis seconded the motion, which was unanimously approved.

Address the Council: Bolivar YMCA, Paula Shephard.

Bolivar YMCA Executive Director Paula Shephard addressed the council explaining the challenges the 'Y' faces financially. In Fall of 2018 they had an assessment study done and they are looking at major changes immediately for sustainability. Others from the Y in attendance were Erin Shaw, COO and Kathryn Custer, CEO.

Motion to go into Executive Session:

Alderman Ryan 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(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 Skopec seconded the motion. Time: 7:29p.m.

Roll Call:

Ayes: Kifer, Skopec, Ryan, Keith, Tennis, Ballard.

Nays: None.

Absent: Neal, Sagaser.

Return to Open Session:

Aldermen Ryan made a motion to leave executive session at 9:09p.m. Aldermen Skopec seconded the motion.

Roll Call:

Ayes: Tennis, Ryan, Ballard, Keith, Skopec, Kifer.

Nays: None.

Absent: Neal, Sagaser.



**Adjournment:**

Aldermen Ryan made a motion to adjourn the Work session meeting at 9:10p.m. Aldermen Tennis seconded the motion, which was unanimously approved.

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**Christopher D. 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, APRIL 11th, 2019

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**Call to Order:** Mayor Warwick called the Executive Session Council Meeting to order at 7:34 p.m.

**Aldermen present:** Aldermen Ethel Mae Tennis, Steve Skopec, Justin Ballard, Mike Ryan, Thane Kifer and Charlie Keith.

**Alderman Absent:** Aldermen Alexis Neal and Steve Sagaser.

**Others In attendance:**

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

**Executive Session:**

Alderman Ryan 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(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 Tennis seconded the motion.

**Roll Call:**

Ayes: Tennis, Ryan, Ballard, Skopec, Kifer, Keith.

Absent: Sagaser, Neal.

Discussion and no Motions Made.

**Return to Open Session:**

Aldermen Ryan made a motion to leave executive session at 9:09p.m. Aldermen Skopec seconded the motion.

**Roll Call:**

Ayes: Kifer, Ballard, Skopec, Tennis, Ryan, Keith.

Absent: Sagaser, Neal.

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**Christopher D. Warwick, Mayor**

**ATTEST:**

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**Paula Henderson, City Clerk**

**Executive Session April 11th, 2019 Pg. 1**

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## **BOARD OF ALDERMAN REGULAR SESSION**

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

TUESDAY, APRIL 23rd, 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 Ethel Mae Tennis, Steve Skopec, Mike Ryan, Steve Sagaser, Thane Kifer, Alexis Neal and Charles Keith.

**Alderman absent:** Alderman Justin Ballard.

**In attendance:**

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

**Pledge of Allegiance:** Led by Alderman Mike Ryan.

\*Alderman Justin Ballard arrived to meeting at 6:32 p.m.

**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 Skopec made a motion to approve minutes. Aldermen Tennis seconded the motion, which was unanimously approved.

**Bills and Financial Reports:**

Alderman Kifer a motion to approve those as presented. Alderman Neal seconded the motion, which was unanimously approved.

**Administrator Report:**

City Administrator Tracy Slagle gave a review of the last months activities. Review of new placement of doors at the YMCA building was done, to allow the Y to be able to close, when the pool is open. AWOS was delivered and crews are eager to get installed. Paint the Drains project will begin painting the drains designated for the project. Fire Chief position has been advertised and resumes are coming in. Alderman Neal made a motion to approve the administrators report. Alderman Ballard seconded, which was unanimously approved.

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

\*Mayor Warwick read the Kids to Parks Day Proclamation.



\*City Clerk Paula Henderson swore in the elected City Collector, Coyle Neal.

**Old Business:**

**Discuss and Approve: IFC A-2 Restaurant Classification.**

Alderman Neal made a motion to approve the suggestions of IFC A-2 Restaurant Classification and for Attorney Don Brown to prepare on Ordinance. Alderman Ballard seconded the motion.

Roll Call:

Ayes: Tennis, Skopec, Ryan, Sagaser, Neal, Keith.

Abstain: Kifer, Ballard.

Nays: None.

**Discussion and Approve: Codification of remaining Chapters and Ordinance changed from PD.**

Alderman Ballard made a motion to accept recommended Police Chief changes for chapters 200 through 385 and bring revised Ordinances to the Board for other topics that need revised. Alderman Neal seconded, which was unanimously approved. Alderman Neal made a motion to approve the suggestions made for Chapter 500 through 515, including Change section 510.030 to read "Privately Constructed Sidewalks", which were included in the packet. Alderman Sagaser seconded the motion, which was unanimously approved.

**Discussion & Approve Location for New Pole on City Right of Way: WON Application:**

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

**Bill No. 2019-22: An Ordinance Authorizing a Purchase of Microtower with Potomac Aviation Technology Corp. for the City's Airport Air Traffic Advisory System and Automated Weather Observation System.**

Alderman Ballard made a motion for the first reading of Bill No. 2019-22. Alderman Neal seconds the motion. The City Attorney read Bill No. 2019-22. Ordinance 3525.

**"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."**

Alderman Sagaser made a motion to approve the second reading of Bill No. 2019-22. Alderman Ballard seconds the motion. The City Attorney read Bill No. 2019-22. Ordinance 3525.

**"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."**

Roll Call:

Ayes: Skopec, Keith, Ryan, Kifer, Tennis, Ballard, Sagaser, Neal.

Nays: None.

Absent: None.



**Bill No. 2019-23: 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.** Alderman Neal made a motion for the first reading of Bill No. 2019-23. Alderman Sagaser seconds the motion. The City Attorney read Bill No. 2019-23. Ordinance 3526.

**“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.”**

Alderman Ballard made a motion to approve the second reading of Bill No. 2019-23. Alderman Neal seconds the motion. The City Attorney read Bill No. 2019-23. Ordinance 3526.

**“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.”**

Roll Call:

Ayes: Neal, Skopec, Tennis, Keith, Kifer, Ballard, Ryan, Sagaser.

Nays: None.

Absent: None.

**Bill No. 2019-24: 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.** Alderman Kifer made a motion for the first reading of Bill No. 2019-24. Alderman Ballard seconds the motion. The City Attorney read Bill No. 2019-24. Ordinance 3527.

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

Alderman Ballard made a motion to approve the second reading of Bill No. 2019-24. Alderman Neal seconds the motion. The City Attorney read Bill No. 2019-24. Ordinance 3527.

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

Roll Call:

Ayes: Skopec, Sagaser, Tennis, Keith, Kifer, Ballard, Ryan, Neal.

Nays: None.

Absent: None.



**Bill No. 2019-25: An Ordinance Approving a 2019 Budget Amendment for Expenses in the Street Department Fund Reflecting Approved Expenses for the City of Bolivar, Missouri.** Alderman Kifer made a motion for the first reading of Bill No. 2019-25. Alderman Ballard seconds the motion. The City Attorney read Bill No. 2019-25. Ordinance 3528.

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

Alderman Ballard made a motion to approve the second reading of Bill No. 2019-25. Alderman Neal seconds the motion. The City Attorney read Bill No. 2019-25. Ordinance 3528.

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

Roll Call:

Ayes: Ryan, Sagaser, Tennis, Skopec, Neal, Kifer, Ballard, Keith.

Nays: None.

Absent: None.

**Bill No. 2019-26: 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.** Alderman Ballard made a motion for the first reading of Bill No. 2019-26. Alderman Sagaser seconds the motion. The City Attorney read Bill No. 2019-26. Ordinance 3529.

**“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.”**

Alderman Neal made a motion to approve the second reading of Bill No. 2019-26. Alderman Ballard seconds the motion. The City Attorney read Bill No. 2019-26. Ordinance 3529.

**“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.”**

Roll Call:

Ayes: Neal, Tennis, Keith, Kifer, Sagaser, Skopec, Ballard, Ryan.

Nays: None.

Absent: None.



**Bill No. 2019-27: An Ordinance Authorizing the City to Enter into an Agreement with Missouri Highways and Transportation Commission for Sign Program Participation Paid by Applicant.** Alderman Neal made a motion for the first reading of Bill No. 2019-27. Alderman Ballard seconds the motion. The City Attorney read Bill No. 2019-27. Ordinance 3530.

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

Alderman Ballard made a motion to approve the second reading of Bill No. 2019-27. Alderman Sagaser seconds the motion. The City Attorney read Bill No. 2019-27. Ordinance 3530.

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

Roll Call:

Ayes: Keith, Skopec, Tennis, Ryan, Ballard, Sagaser, Neal.

Nays: Kifer.

Absent: None.

**New Business:**

**Discuss and Approve: Overlay North Oakland (Special Road District Budgeted Funds).**

Alderman Ballard made a motion to approve improvements and engineering of North Oakland, pending the blessing of the Special Road District. Alderman Skopec seconded the motion, which was unanimously approved.

**Destruction Notification: Court Order of Destruction List.**

List included in packet of approved Court items for destruction.

**Bill No. 2019-28: An Ordinance Approving a Fund Transfers for the Fiscal Year Ending 2018.** Alderman Sagaser made a motion for the first reading of Bill No. 2019-28. Alderman Neal seconds the motion. The City Attorney read Bill No. 2019-28. Ordinance 3531.

**“AN ORDINANCE APPROVING A FUND TRANSFERS FOR THE FISCAL YEAR ENDING 2018.”**

Alderman Ballard made a motion to approve the second reading of Bill No. 2019-28. Alderman Skopec seconds the motion. The City Attorney read Bill No. 2019-28. Ordinance 3531.





**“AN ORDINANCE APPROVING A FUND TRANSFERS FOR  
THE FISCAL YEAR ENDING 2018.”**

Roll Call:

Ayes: Keith, Ballard, Tennis, Skopec, Kifer, Sagaser, Neal, Ryan.

Nays: None.

Absent: None.

**Bill No. 2019-29: An Ordinance Changing the Zoning Classification for Certain Property Generally located along West Broadway Street in Bolivar, MO.** Alderman Neal made a motion for the first reading of Bill No. 2019-29. Alderman Ryan seconds the motion. The City Attorney read Bill No. 2019-29. Ordinance 3532.

**“AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FOR  
CERTAIN PROPERTY GENERALLY LOCATED ALONG  
WEST BROADWAY STREET IN BOLIVAR, MO.”**

Alderman Ballard made a motion to approve the second reading of Bill No. 2019-29. Alderman Sagaser seconds the motion. The City Attorney read Bill No. 2019-29. Ordinance 3532.

**“AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FOR  
CERTAIN PROPERTY GENERALLY LOCATED  
ALONG WEST BROADWAY STREET IN BOLIVAR, MO.”**

Roll Call:

Ayes: Tennis, Ballard, Skopec, Kifer, Sagaser, Neal, Ryan, Keith.

Nays: None.

Absent: None.

**Review and Approve: Special Event Application for Bolivar Auto Sales & Detailing Charity Car Show May 4<sup>th</sup>, 2019.** Alderman Skopec made a motion to approve the event, without the closing of W. Chestnut St. Alderman Tennis seconded the motion, which was unanimously approved.

**Calendar of Events:**

Tuesday May 14<sup>th</sup>, 2019 Work Session.



**Executive Session:**

Alderman Ryan 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... Alderman Neal seconded the motion.

Roll Call:

Ayes: Kifer, Sagaser, Skopec, Keith, Neal, Ryan, Tennis, Ballard.

Nays: None.

Absent: None.

\*Five Minute Recess Observed.

**Return to Open Session:**

Aldermen Neal made a motion to leave executive session at 9:40p.m. Aldermen Keith seconded the motion.

Roll Call:

Ayes: Tennis, Neal, Ryan, Ballard, Keith, Skopec, Sagaser.

Nays: None.

Absent: Kifer.

**Adjournment:**

Aldermen Sagaser made a motion to adjourn the Regular session meeting at 9:40p.m. Aldermen Neal seconded the motion, which was unanimously approved.

\_\_\_\_\_  
Christopher Warwick, Mayor

**ATTEST:**

\_\_\_\_\_  
Paula Henderson, City Clerk



BOARD OF ALDERMAN EXECUTIVE SESSION  
CITY HALL, 345 S. MAIN, BOLIVAR, MO 65613  
TUESDAY, APRIL 23rd, 2019

**Call to Order:** Mayor Warwick called the Executive Session Council Meeting to order at 7:48 p.m.

**Aldermen present:** Aldermen Ethel Mae Tennis, Steve Skopec, Justin Ballard, Mike Ryan, Steve Sagaser, Thane Kifer, Alexis Neal and Charles Keith.

**Alderman Absent:** None.

**Executive Session:**

Alderman Ryan 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. Alderman Neal seconded the motion.

Roll Call:

Ayes: Tennis, Skopec, Ballard, Ryan, Sagaser, Kifer, Neal, Keith.

Absent: None.

**Others In attendance:**

City Administrator Tracy Slagle, City Attorney Don Brown; Deputy City Clerk Paula Henderson and Economic Development Alliance Director Gail Noggle. [REDACTED]

[REDACTED]

Alderman Kifer left the meeting at 9:30 p.m.

Gail Noggle left the meeting at 9:36 p.m.

Discussion and no Motions Made.

**Return to Open Session:**

Aldermen Neal made a motion to leave executive session at 9:40p.m. Aldermen Keith seconded the motion.

Roll Call:

Ayes: Ballard, Ryan, Keith, Skopec, Neal, Tennis, Sagaser.

Absent: Kifer.

\_\_\_\_\_  
Christopher D. Warwick, Mayor

**ATTEST:**

\_\_\_\_\_  
Paula Henderson, City Clerk



Bolivar, MO

# APRIL Check Report

By Check Number

Date Range: 04/01/2019 - 04/30/2019

Vendor Name	Payment Date	Payment Type	t Payment Amount	Number
ALL STAR PRO GOLF	04/04/2019	Regular	155.71	48749
ANIMAL CARE CLINIC OF BOLIVAR/ LEVIN ROW	04/04/2019	Regular	22.2	48750
ATRONIC ALARMS INC	04/04/2019	Regular	54	48751
BOLIVAR FARMERS EXCHANGE	04/04/2019	Regular	27.22	48752
BOLIVAR OFFICE EXPRESS/ LOIS COFFEY	04/04/2019	Regular	40.49	48753
BOLIVAR PET HOSPITAL	04/04/2019	Regular	358	48754
BOLIVAR READY MIX & MATERIALS	04/04/2019	Regular	1553.75	48755
C&C FARM & HOME SUPPLY INC	04/04/2019	Regular	44.89	48756
CHUCK'S AUTO SUPPLY	04/04/2019	Regular	99.9	48757
CINTAS CORP #569	04/04/2019	Regular	1556.84	48758
**Void**	04/04/2019	Regular	0	48759
**Void**	04/04/2019	Regular	0	48760
CITIZENS MEMORIAL HOSPITAL	04/04/2019	Regular	274	48761
CLINT WEBB'S BACKHOE SERVICE	04/04/2019	Regular	2000	48762
COMPUTER RECYCLING CENTER	04/04/2019	Regular	310	48763
CORE & MAIN LP.	04/04/2019	Regular	181.34	48764
DCBC	04/04/2019	Regular	1703.04	48765
DOKE PROPANE INC	04/04/2019	Regular	1897.5	48766
DRURY UNIVERSITY LAW ENFORCEMENT ACADEMY	04/04/2019	Regular	600	48767
ELLIOTT EQUIPMENT CO	04/04/2019	Regular	139.07	48768
EMPLOYEE BENEFIT DESIGN LLC	04/04/2019	Regular	-4	48769
EMPLOYEE BENEFIT DESIGN LLC	04/04/2019	Regular	4	48769
EVAN'S ENTERPRISES	04/04/2019	Regular	3881.44	48770
FASTENAL COMPANY	04/04/2019	Regular	486.98	48771
FIRE MASTER FIRE EQUIPMENT, INC	04/04/2019	Regular	345.3	48772
HARRY COOPER SUPPLY CO	04/04/2019	Regular	2362.02	48773
HAWKINS	04/04/2019	Regular	3977.8	48774
INDUSTRIAL CHEM LABS SERVICE	04/04/2019	Regular	199	48775
JMARK BUSINESS SOLUTIONS, INC	04/04/2019	Regular	36.76	48776
LA POLICE GEAR	04/04/2019	Regular	3832.25	48777
ME-SHY LOCKSMITH LLC	04/04/2019	Regular	133.07	48778
MFA OIL Co	04/04/2019	Regular	2442.16	48779
MO DEPARTMENT OF PUBLIC SAFETY	04/04/2019	Regular	20	48780
MO GOLF ASSOCIATION	04/04/2019	Regular	250	48781
MO ONE CALL SYSTEM INC	04/04/2019	Regular	114.4	48782
MURPHY TRACTOR & EQUIP CO INC	04/04/2019	Regular	264.86	48783
NATALIE SCRIVNER	04/04/2019	Regular	175.16	48784
NEWMAN COMLEY & RUTH	04/04/2019	Regular	2852.82	48785
NEWMAN TRAFFIC SIGNS	04/04/2019	Regular	154.31	48786
OLSSON ASSOCIATES	04/04/2019	Regular	3386.56	48787
ORTEX PEST CONTROL	04/04/2019	Regular	70	48788
OZARKS COCA-COLA/DR PEPPER BOTTLING CO	04/04/2019	Regular	154.62	48789
PEACEKEEPERS INVESTMENTS LLC.	04/04/2019	Regular	75	48790
POLK COUNTY ELECTRIC INC	04/04/2019	Regular	209.71	48791
POLK COUNTY TRUSS	04/04/2019	Regular	2408	48792
PORTER SEED HOUSE	04/04/2019	Regular	260	48793
QUARLES SUPPLY CO BOLIVAR	04/04/2019	Regular	4788.25	48794
SETCOM CORPORATION	04/04/2019	Regular	7498.86	48795
SMITH & EDWARDS CONSTRUCTION INC	04/04/2019	Regular	102896.52	48796
SMITH PAPER & JANITOR SUPPLY CO INC	04/04/2019	Regular	131.21	48797
SPRINGFIELD STAMP & ENGRAVING, INC	04/04/2019	Regular	54.3	48798
STEWART CONCRETE	04/04/2019	Regular	62.5	48799
SUPERIOR PRODUCTS	04/04/2019	Regular	78	48800
SUSTEEN, INC.	04/04/2019	Regular	1495	48801

Vendor Name	Payment Date	Payment Type	Payment Amount	Number
WESTLAKE ACE HARDWARE INC	04/04/2019	Regular	221.95	48802
WESTPORT POOLS	04/04/2019	Regular	1325	48803
WHITE RIVER ENGINEERING, INC.	04/04/2019	Regular	450	48804
PRAIRIE HEIGHTS AREA REORGANIZED SEWER	04/05/2019	Regular	2426.94	48805
MO DEPT OF HIGHER EDUCATION	04/05/2019	Regular	99.3	48806
ACUSHNET COMPANY	04/11/2019	Regular	11.7	48807
ALL CREATURES ANIMAL CLINIC LTD	04/11/2019	Regular	100	48808
CORE & MAIN LP.	04/11/2019	Regular	177.9	48809
DOKE PROPANE INC	04/11/2019	Regular	4422	48810
DOUGLAS HAUN & HEIDEMAN PC	04/11/2019	Regular	6512.3	48811
EMPIRE DISTRICT	04/11/2019	Regular	36565.8	48812
EMPLOYEE BENEFIT DESIGN LLC	04/11/2019	Regular	368	48813
EYEMED VISION	04/11/2019	Regular	1181.98	48814
FEDERAL SIGNAL CORP	04/11/2019	Regular	16470.84	48815
GARRETSON TRASH SERVICE LLC	04/11/2019	Regular	577.47	48816
INTERNATIONAL INSTITUTE OF MUNICIPAL CLI	04/11/2019	Regular	170	48817
KPM CPA's	04/11/2019	Regular	18500	48818
MO DEPARTMENT OF PUBLIC SAFETY	04/11/2019	Regular	20	48819
MO POLICE CHIEFS ASSOCIATION	04/11/2019	Regular	275	48820
MO POLICE CHIEFS ASSOCIATION	04/11/2019	Regular	400	48821
OLSSON ASSOCIATES	04/11/2019	Regular	4175.3	48822
PAULA HENDERSON	04/11/2019	Regular	172.84	48823
PHILLIPS CAPITAL PARTNERS INC	04/11/2019	Regular	211.95	48824
POLK COUNTY HEALTH CENTER	04/11/2019	Regular	45	48825
PRAIRIE HEIGHTS AREA REORGANIZED SEWER	04/11/2019	Regular	2630.34	48826
PRIMEFLEX ADMIN SERVICES, LLC.	04/11/2019	Regular	-104.4	48827
PRIMEFLEX ADMIN SERVICES, LLC.	04/11/2019	Regular	104.4	48827
REPUBLIC SERVICES OF THE OZARKS-ALLIED SE	04/11/2019	Regular	8962.18	48828
REPUBLIC SERVICES OF THE OZARKS-ALLIED SE	04/11/2019	Regular	9082.33	48829
SPRINGFIELD WINWATER WORKS CO	04/11/2019	Regular	290	48830
TOMO DRUG TESTING / EMPLOYEE SCREENING	04/11/2019	Regular	1111	48831
WESTPORT POOLS	04/11/2019	Regular	247	48832
YMCA	04/11/2019	Regular	215.05	48833
POTOMAC AVIATION TECH CORP	04/11/2019	Regular	92610.43	48834
ALL STAR PRO GOLF	04/17/2019	Regular	97.52	48835
BOLIVAR CITY UTILITIES	04/17/2019	Regular	4187.29	48836
BOLIVAR OFFICE EXPRESS/ LOIS COFFEY	04/17/2019	Regular	37.99	48837
BULLETPROOF IT, LLC	04/17/2019	Regular	5050	48838
CERTIFIED LABORATORIES	04/17/2019	Regular	95	48839
CITIZENS MEMORIAL HOSPITAL	04/17/2019	Regular	825	48840
CLINT WEBB'S BACKHOE SERVICE	04/17/2019	Regular	1300	48841
COMMERCIAL TURF SERVICES LLC	04/17/2019	Regular	1000	48842
CRAMER COMPUTER SUPPLIES LTD	04/17/2019	Regular	650.87	48843
DOKE PROPANE INC	04/17/2019	Regular	1430	48844
FIRE MASTER FIRE EQUIPMENT, INC	04/17/2019	Regular	700	48845
GALLS, AN ARAMARK COMPANY	04/17/2019	Regular	982	48846
GARRETSON TRASH SERVICE LLC	04/17/2019	Regular	25095.08	48847
GREEN WATER RECYCLING	04/17/2019	Regular	414	48848
HDR ENGINEERING INC	04/17/2019	Regular	4263.86	48849
HOOD'S MACHINE & WELDING	04/17/2019	Regular	125	48850
KANSAS COUNSELORS INC	04/17/2019	Regular	38.31	48851
KEY EQUIPMENT	04/17/2019	Regular	366.95	48852
MISSOURI STATE AGENCY FOR SURPLUS PROP	04/17/2019	Regular	1500	48853
MO STATE HIGHWAY PATROL	04/17/2019	Regular	135	48854
MONRO INC	04/17/2019	Regular	14.29	48855
NAEGLER OIL INC	04/17/2019	Regular	15774.35	48856
PDC LABORATORIES	04/17/2019	Regular	618	48857
PHILLIPS CAPITAL PARTNERS INC	04/17/2019	Regular	89.6	48858
POMEROY CONSTRUCTION LLC. - WILLIAM DA	04/17/2019	Regular	500	48859
PRAIRIE FIRE COFFEE ROASTERS	04/17/2019	Regular	68.65	48860
RAVE MOBILE SAFETY	04/17/2019	Regular	2675	48861

Vendor Name	Payment Date	Payment Type	Payment Amount	Number
SMITH PAPER & JANITOR SUPPLY CO INC	04/17/2019	Regular	194.05	48862
STEPPING STONES OFFICE PRODUCTS	04/17/2019	Regular	62.61	48863
ACUSHNET COMPANY	04/19/2019	Regular	250.56	48882
ALL CREATURES ANIMAL CLINIC LTD	04/19/2019	Regular	587.01	48883
ALL STAR PRO GOLF	04/19/2019	Regular	345.72	48884
BOLIVAR KIWANIS CLUB	04/19/2019	Regular	103	48885
BOLIVAR OFFICE EXPRESS/ LOIS COFFEY	04/19/2019	Regular	17.55	48886
BOLIVAR PET HOSPITAL	04/19/2019	Regular	61.5	48887
CRUMP TRUCK & TRAILER WORKS INC.	04/19/2019	Regular	690.22	48888
CUNNINGHAM, VOGEL & ROST, P.C.	04/19/2019	Regular	330	48889
DENNIS OIL CO	04/19/2019	Regular	586.3	48890
FASTENAL COMPANY	04/19/2019	Regular	155.88	48891
JENKINS DIESEL POWER INC	04/19/2019	Regular	305.05	48892
JMARK BUSINESS SOLUTIONS, INC	04/19/2019	Regular	5325	48893
KS WOOD PRODUCTS INC	04/19/2019	Regular	200	48894
LA POLICE GEAR	04/19/2019	Regular	100	48895
ME-SHY LOCKSMITH LLC	04/19/2019	Regular	1.99	48896
MFA OIL Co	04/19/2019	Regular	4115.02	48897
MO DEPT OF HIGHER EDUCATION	04/19/2019	Regular	99.3	48898
**void		Regular	0	48899
NAEGLER OIL INC	04/19/2019	Regular	46	48900
POSTMASTER	04/19/2019	Regular	1100	48901
PRAIRIE FIRE COFFEE ROASTERS	04/19/2019	Regular	54.4	48902
SMITH PAPER & JANITOR SUPPLY CO INC	04/19/2019	Regular	51.25	48903
STRIPES LTD	04/19/2019	Regular	260	48904
TOTAL GENERATOR SERVICE INC	04/19/2019	Regular	8847.5	48905
TYLER TECHNOLOGIES	04/19/2019	Regular	163	48906
WESTPORT POOLS	04/19/2019	Regular	495	48907
YARBROUGH INDUSTRIES INC	04/19/2019	Regular	677.48	48908
FIRST ASSEMBLY OF GOD	04/19/2019	Regular	35	48909
JEREMIAH ARCHER	04/19/2019	Regular	574.2	48910
ACUSHNET COMPANY	04/30/2019	Regular	256.96	48923
ALLGEIER, MARTIN AND ASSOCIATES, INC.	04/30/2019	Regular	2815.88	48924
ATRONIC ALARMS INC	04/30/2019	Regular	54	48925
BERRY TRACTOR AND EQUIPMENT COMPANY	04/30/2019	Regular	289.94	48926
BOLIVAR CITY UTILITIES	04/30/2019	Regular	4623.8	48927
CHEMICAL BROKERS, INC	04/30/2019	Regular	7397	48928
CLINT WEBB'S BACKHOE SERVICE	04/30/2019	Regular	1950	48929
CORE & MAIN LP.	04/30/2019	Regular	34218.97	48930
CORPORATE BUSINESS / SUMNERONE INC	04/30/2019	Regular	616	48931
DAILY DISPATCH	04/30/2019	Regular	575	48932
DISTRIBUTOR OPERATIONS, INC	04/30/2019	Regular	996.92	48933
DOKE PROPANE INC	04/30/2019	Regular	3080	48934
FEDERAL PROTECTION INC	04/30/2019	Regular	747	48935
FIRE MASTER FIRE EQUIPMENT, INC	04/30/2019	Regular	1058.23	48936
GALLS, AN ARAMARK COMPANY	04/30/2019	Regular	205.75	48937
GARRETSON TRASH SERVICE LLC	04/30/2019	Regular	770	48938
HACH COMPANY	04/30/2019	Regular	190.84	48939
HARRY COOPER SUPPLY CO	04/30/2019	Regular	897.66	48940
JESSICA HERBERT	04/30/2019	Regular	32.92	48941
JOSH VADER	04/30/2019	Regular	26.18	48942
KRISTEN SMITH	04/30/2019	Regular	28.82	48943
ME-SHY LOCKSMITH LLC	04/30/2019	Regular	7.96	48944
NEPTUNE TECHNOLOGY GROUP INC	04/30/2019	Regular	6149.75	48945
NORA MILLER	04/30/2019	Regular	36.1	48946
NROUTE ENTERPRISES LLC	04/30/2019	Regular	5904	48947
OZARK FLAG DISTRIBUTORS, LLC	04/30/2019	Regular	390.5	48948
OZARK LASER & SHORING	04/30/2019	Regular	141.47	48949
POLK COUNTY TREASURER	04/30/2019	Regular	1319.74	48950
PRECISION SMALL ENGINE	04/30/2019	Regular	63.56	48951



Vendor Name	Payment Date	Payment Type	Payment Amount	Number
R. E. PEDROTTI CO INC	04/30/2019	Regular	308	48952
ROLLING PRAIRIE	04/30/2019	Regular	52.6	48953
SMITH PAPER & JANITOR SUPPLY CO INC	04/30/2019	Regular	105.09	48954
SMITH, WANDA	04/30/2019	Regular	25.45	48955
SOUTHERN UNIFORMS & EQUIPMENT	04/30/2019	Regular	388.55	48956
SPRINGFIELD WINWATER WORKS CO	04/30/2019	Regular	261.76	48957
STEPHENS PHARMACY	04/30/2019	Regular	29.16	48958
STEWART CONCRETE	04/30/2019	Regular	965	48959
THE LAW OFFICE OF JASON T UMBARGER	04/30/2019	Regular	190	48960
TOMO DRUG TESTING / EMPLOYEE SCREENING	04/30/2019	Regular	336	48961
TYLER TECHNOLOGIES	04/30/2019	Regular	2117.58	48962
WESTLAKE ACE HARDWARE INC	04/30/2019	Regular	90.73	48963
SARAH ROTRAMEL	04/30/2019	Regular	25.09	48964
SERVICE ORIENTED AVIATION READINESS (S.O.	04/30/2019	Regular	7229.91	48965
JOHN E. REID & ASSOCIATES, INC.	04/30/2019	Regular	575	48966
PRAIRIE HEIGHTS AREA REORGANIZED SEWER	04/30/2019	Regular	2280.81	48967
SWMOCCFOA	04/30/2019	Regular	40	48968
**Void	04/03/2019		0	DFT0001676
CLAYTON HOLDINGS, LLC (COMMERCE BANK)	04/08/2019	Bank Draft	3591.74	DFT0001677
CLAYTON HOLDINGS, LLC (COMMERCE BANK)	04/30/2019	Bank Draft	140202.14	DFT0001678
COMMERCE BANK- WATER TOWER/ROAD IMP	04/01/2019	Bank Draft	3939.78	DFT0001679
COMMERCE BANK - FIRE TRUCK	04/05/2019	Bank Draft	6445.72	DFT0001680
COMMERCE BANK - FIRE TRUCK	04/06/2019	Bank Draft	5033.47	DFT0001681
OLLIS/AKERS/ARNEY	04/01/2019	Bank Draft	30681.7	DFT0001688
US BANCORP EQUIPMENT FINANCE INC	04/23/2019	Bank Draft	651.85	DFT0001694
CLAYTON HOLDINGS, LLC (COMMERCE BANK)	04/03/2019	Bank Draft	200598.46	DFT0001699
SOUTHWEST ELECTRIC COOP	04/10/2019	Bank Draft	2651.17	DFT0001702
VERIZON WIRELESS	04/10/2019	Bank Draft	3303.75	DFT0001703
WINDSTREAM	04/22/2019	Bank Draft	4709.6	DFT0001705
COMMERCE BANK- (941)	04/03/2019	Bank Draft	93.34	DFT0001706
FAMILY SUPPORT PAYMENT CENTER	04/05/2019	Bank Draft	184.62	DFT0001709
TASC- FLEX	04/05/2019	Bank Draft	1768.74	DFT0001711
MO DEPT OF REVENUE	04/04/2019	Bank Draft	3514.5	DFT0001712
US BANCORP EQUIPMENT FINANCE INC	04/27/2019	Bank Draft	223.8	DFT0001713
WINDSTREAM	04/29/2019	Bank Draft	155.67	DFT0001714
POSTMASTER	04/05/2019	Bank Draft	500	DFT0001715
COMMERCE BANK- (941)	04/04/2019	Bank Draft	28739.93	DFT0001720
METROPOLITAN LIFE INS CO	04/08/2019	Bank Draft	4858.61	DFT0001722
MO DEPT OF REVENUE	04/15/2019	Bank Draft	3.5	DFT0001727
COMMERCE BANK- (941)	04/15/2019	Bank Draft	257.66	DFT0001729
FAMILY SUPPORT PAYMENT CENTER	04/19/2019	Bank Draft	184.62	DFT0001737
MO DEPT OF REVENUE	04/19/2019	Bank Draft	3294.42	DFT0001738
COMMERCE BANK- (941)	04/18/2019	Bank Draft	28139.26	DFT0001739
COMMERCE BANK- (941)	04/08/2019	Bank Draft	16.54	DFT0001740
MO LAGERS	04/10/2019	Bank Draft	26564.78	DFT0001741
MO DEPT OF REVENUE	04/22/2019	Bank Draft	314.5	DFT0001745
JMARK BUSINESS SOLUTIONS, INC	04/20/2019	Bank Draft	8532.5	DFT0001747
WINDSTREAM	04/29/2019	Bank Draft	89.72	DFT0001748
COMMERCE BANK- (941)	04/23/2019	Bank Draft	2177.81	DFT0001749
WEX BANK/WRIGHT EXPRESS	04/01/2019	Bank Draft	6689.37	DFT0001766
TASC- FLEX	04/19/2019	Bank Draft	1711.05	DFT0001767
ANTHEM BLUE CROSS/BLUE SHIELD	04/20/2019	Bank Draft	60487.51	DFT0001770
COMMERCE BANK- (941)	04/25/2019	Bank Draft	843.28	DFT0001774
MO DEPT OF REVENUE	04/25/2019	Bank Draft	25.5	DFT0001776
MUTUAL OF OMAHA	04/20/2019	Bank Draft	2694.24	DFT0001777
**Void**	04/15/2019	Bank Draft	0	DFT0001779
METROPOLITAN LIFE INS CO	04/15/2019	Bank Draft	4723.47	DFT0001779
TASC	04/24/2019	Bank Draft	348	DFT0001781
TASC	04/24/2019	Bank Draft	631.75	DFT0001782
PRIMEFLEX ADMIN SERVICES, LLC.	04/10/2019	Bank Draft	104.4	DFT0001784

Date Range: 04/01/2019 - 04/30/2019

Vendor Name	Payment Date	Payment Type	Payment Amount	Number
COMMERCE BANK- CARDS	04/26/2019	Bank Draft	32342.86	DFT0001786
MO DEPT OF REVENUE	04/18/2019	Bank Draft	3367.5	DFT0001787
THE GUARDIAN LIFE INS CO. OF AMERICA	04/19/2019	Bank Draft	377.88	DFT0001789
FIRST NON-PROFIT UNEMPLOYMENT SAVINGS	04/05/2019	Bank Draft	3440.25	DFT0001793

Date Range: 04/01/2019 - 04/30/2019

Vendor Name	Payment Date	Payment Type	Payment Amount	Number
CITY OF BOLIVAR	04/11/2019	Regular	14939.45	1436
MO DEPT OF REVENUE	04/11/2019	Regular	664.22	1437
POLK COUNTY HOUSE OF HOPE	04/11/2019	Regular	188	1438
POLK COUNTY TREASURER	04/11/2019	Regular	186.15	1439
SHERIFF'S RETIREMENT FUND	04/11/2019	Regular	284.5	1440
MO DEPT OF PUBLIC SAFETY	04/30/2019	Regular	94.5	1442

CITY OF BOLIVAR

Debt Service Accounts-unaudited

As of April 2019								
			Rate	Balance	Payment Amount		Due Date	
Commerce Bank	WWTP-old		2.28%	274,199.19	2020	140,202.14	Semi-Annual	April/Oct
( BB&T)	South Town Utilites		2.63%	3,984,714.51	2030	171,261.92	Semi-Annual	March/Sept
Zions Bank-2018	WWTP -New		3.38%	1,100,803.75		52,670.54	Semi-Annual	March/Sept
Commerce Bank	Ind. Park Water Tower Land		1.86%	7,861.45	2019	3,939.72	Monthly	1st
BOK	Pool	2016A	2.80%	955,000.00	2025	73,000.00	Semi-Annual	May/Oct
	2010B	2010B	7.50%	4,775,000.00	Dec. 2040	202,012.50		
Commerce Bank	Fire Truck Pumper		2.56%	309,573.84	2024	5,033.47	Monthly	5th
Commerce Bank	Fire Ladder Truck		1.00%	467,248.04	2025	6,445.72	Monthly	5th
Commerce Bank	Public Safety Center		2.46%	371,138.99	2029	3,591.74	Monthy	8TH
Commerce Banl/Clayton	Excavator	Spilt depts		93,327.57	2022	33,127.43	Annual	Feb
1st payment made 2/2019								

DESCRIPTION
General - 200
Airport - 202
Fire - 222
Parks - 246
Transportation - 202
Vehicle - Sales Tax - 4040
Fuel - Tax - 4050
Vehicle Fee - 4060
Capital Improvement - 204
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		143,541.64		8.51	
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		304,027.97	-100.00	-39.51
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
	<b>2,008,779.15</b>		<b>4.18</b>		<b>2,048,141.89</b>		<b>1.96</b>		<b>2,127,649.01</b>		<b>3.88</b>		<b>848,955.02</b>			<b>-60.10</b>
YTD	2,008,779.15				YTD	2,048,141.89			YTD	2,127,649.01			YTD	848,955.02		

**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		41,360.19		-5.22	
Feb	36,175.16		3.42		34,438.73		-4.80		33,556.80		-2.56		41,869.87		24.77	
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		33,318.26		2.42	
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		71,824.45	-100.00	-39.80
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
	<b>481,331.74</b>		<b>5.32</b>		<b>487,413.52</b>		<b>1.26</b>		<b>504,392.02</b>		<b>3.48</b>		<b>199,202.86</b>			<b>-60.51</b>
YTD	481,331.74				YTD	487,413.52			YTD	504,392.02			YTD	199,202.86		

**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		90,922.11		-0.36	
Feb	73,806.92		3.25		72,539.07		-1.72		68,906.55		-5.01		86,362.18		25.33	
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		71,770.87		8.51	
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		152,013.84	-100.00	-39.50
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
	<b>1,004,354.94</b>		<b>4.18</b>		<b>1,023,847.83</b>		<b>1.94</b>		<b>1,063,744.13</b>		<b>3.90</b>		<b>424,477.61</b>			<b>-60.10</b>
YTD	1,004,354.94				YTD	1,023,847.83			YTD	1,063,744.13			YTD	424,477.61		

**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		82,720.20		-5.22	
Feb	72,350.44		3.37		68,877.18		-4.80		67,113.73		-2.56		83,739.94		24.77	
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		66,637.05		2.42	
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		143,648.75	-100.00	-39.80
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>398,406.16</b>		<b>-60.51</b>	
YTD		962,674.52			YTD		974,881.43		YTD		1,008,795.48		YTD		398,406.16	

**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		41,360.21		-5.22	
Feb	36,175.46		3.43		34,429.00		-4.83		33,556.91		-2.53		41,869.89		24.77	
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		33,318.25		2.42	
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		71,824.41	-100.00	-39.80
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>199,202.86</b>		<b>-60.50</b>	
YTD		481,200.86			YTD		487,315.39		YTD		504,343.93		YTD		199,202.86	



## 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
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		23,417.24		-0.15
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		43,240.57	-100.00
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
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!
TOTAL	274,963.35	274,963.35			278,675.43	278,675.43			252,939.69	252,939.69			110,600.43	110,600.43	

## 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
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		5,021.58		13.14
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		9,151.19	-100.00
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
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!
TOTAL	45,048.45	45,048.45			45,690.81	45,690.81			42,857.73	42,857.73			20,174.98	20,174.98	

## 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
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		7,529.86		-6.50
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		15,264.20	-100.00
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
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!
TOTAL	88,377.46	88,377.46			92,218.72	92,218.72			86,681.94	86,681.94			35,521.17	35,521.17	

## **AIRPORT REPORT – May 2019**

**Operations:** Concerning the day-to-day activities S.O.A.R. logged 112.50 hours for the month of **April**, including 41.50 hours for mowing. A detailed timesheet has been turned in to the City Clerk.

**Airfield Inspections:** No airfield issues were reported in **April**. No NOTAMS were issued in April.

**Hangars:** For the month of **April**, 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:** One new issue with the 100LL Hose Reel. The chain came off due to misalignment on the lower sprocket. Show-Me Petroleum corrected the issue.

**Fuel Sales:** S.O.A.R. generated **April** fuel invoice statements from the Fuel Master software and submitted to City Hall to send out fuel customer invoices. Fuel sales were up 1,246 gallons over last month. Sales were up 1,354 gallons for the same period last year. Weather is finally turning and seeing a big increase in flying. Summary fuel sales information for **April** 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. There are still a few trees on the east side of the runway to be removed. There is also still one outstanding tree on Hwy 32 that April still be an open issue from several years ago. Olsson is trying to get additional details about that tree.

The first project for the striping/sealing is a drainage issue north of the FBO building and the work is to begin May 12<sup>th</sup>. The larger project will begin July 8<sup>th</sup>. The City will have some asphalt repair work to do on the ramp area around the lower hangars prior to the July 8<sup>th</sup> start date.

The MicroTower Weather System arrived and was installed. There is an outstanding issue with the VHF radio keeping the system from being on the Common Traffic Advisory Frequency. The weather station website is up and running and the publishing of the weather data to other sites has started.

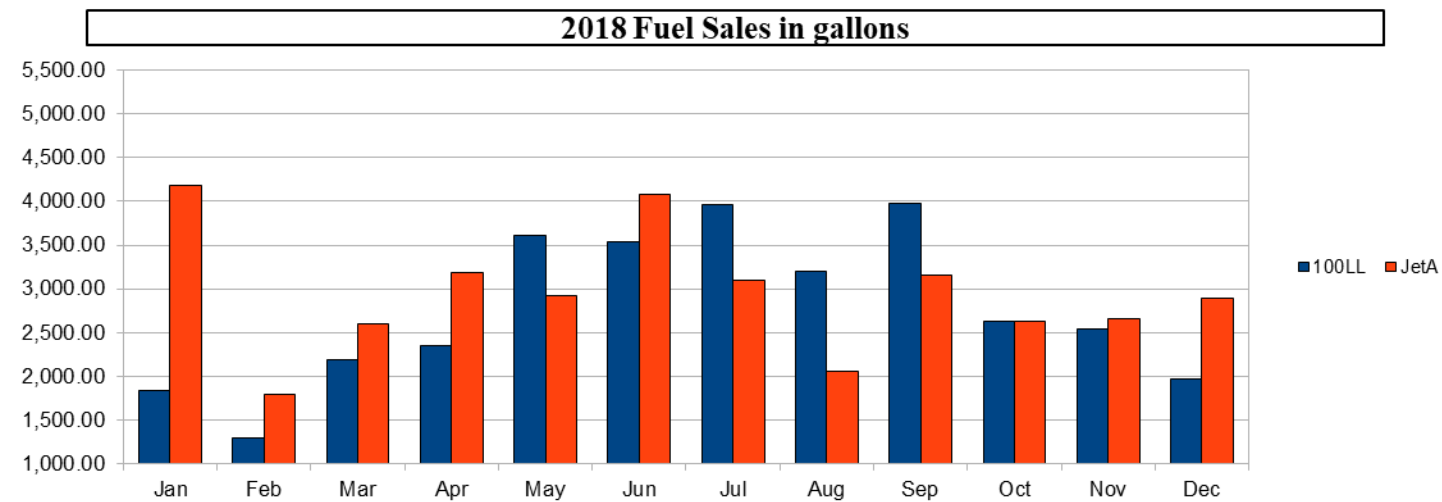
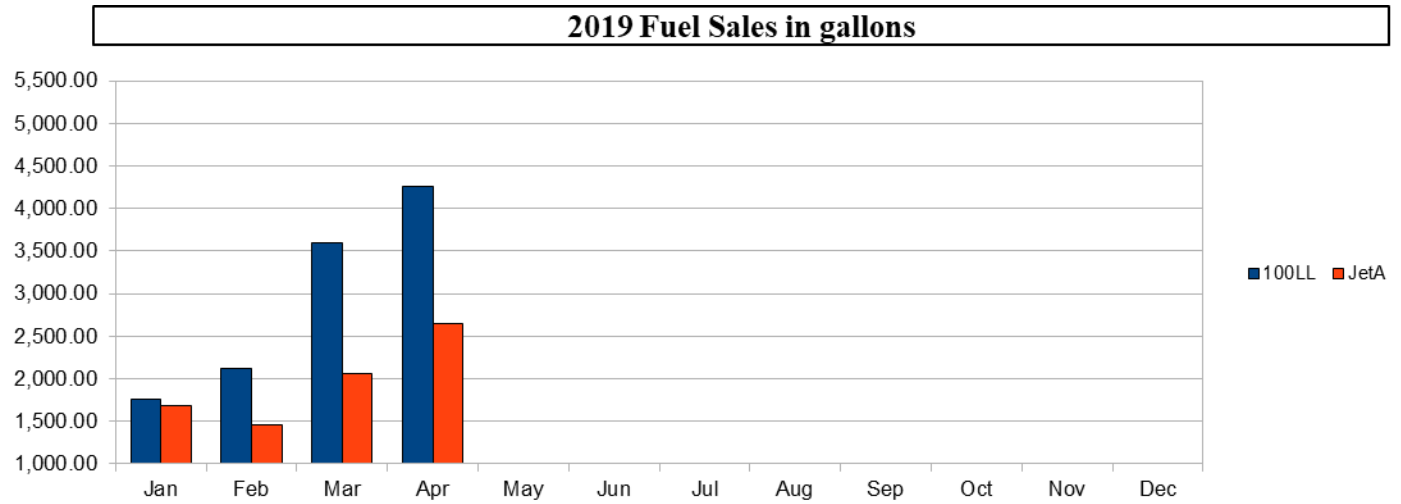
Appendix 1 - Fuel Sales

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 – May 2018**  
**Appendix 1 – Fuel Sales for April 2018**



# Bolivar Municipal Airport

Bolivar, MO 65613

## FUELMASTER TRANSACTION LISTING

### TRANSACTIONS LISTED BY SITE ID

From Date: 4/1/2019  
Time: 12:00:00AM

To Date: 4/30/2019  
Time: 11:59:59PM

Page 1 of 1

Print Date: 5/2/2019 Time: 9:12:59AM

Transactions for SITE ID: 0001 Bolivar Municipal Airport

		<u>Quantity</u>
Summary for SITE ID : 0001	Total for 209 transactions	6,895.01

### Product Summary for all Transactions

<u>Product</u>	<u>Description</u>	<u>Transactions</u>	<u>Quantity</u>
1	AVGAS 100LL	160	4,252.96GL
<u>Product</u>	<u>Description</u>	<u>Transactions</u>	<u>Quantity</u>
2	JetA	49	2,642.05GL
Total Product Summary:		209	6,895.01

### Hose Summary for all Transactions

#### Hose Summary for Site: 0001

<u>Site ID</u>	<u>Hose</u>	<u>Grade</u>	<u>Transactions</u>	<u>Quantity</u>
0001	1	1	160	4,252.96GL
0001	2	1	49	2,642.05GL
Total for Site: 0001			209	6,895.01
Total Hose Summary for all sites			209	6,895.01

Date	Activity	Time	Name	Category
04/01/19	Opening	0.75	Lance	General
04/01/19	Fuel Sumps	0.75	Lance	Fuel
04/01/19	Monthly Reports (Council, Fuel, Hours)	3.00	Kerrick	General
04/02/19	Opening	0.75	Lance	General
04/02/19	Fuel Sumps	0.75	Lance	Fuel
04/02/19	Monthly Fuel Check, etc.	1.00	Lance/AJ	Fuel
04/02/19	Mowing	3.75	Neil	Mowing
04/02/19	Mowing	2.25	Houston	Mowing
04/03/19	Opening	0.75	Abi	General
04/03/19	Fuel Sumps	0.75	Abi	Fuel
04/04/19	Opening	0.75	Abi	General
04/04/19	Fuel Sumps	0.75	Abi	Fuel
04/05/19	Opening	0.75	Kerrick	General
04/05/19	Fuel Sumps	0.75	Kerrick	Fuel
04/06/19	Opening	0.75	Kerrick	General
04/06/19	Fuel Sumps	0.75	Kerrick	Fuel
04/07/19	Opening	0.75	Abi	General
04/07/19	Fuel Sumps	0.75	Abi	Fuel
04/07/19	Mowing	4.00	Neil	Mowing
04/08/19	Opening	0.75	Abi	General
04/08/19	Fuel Sumps	0.75	Abi	Fuel
04/09/19	Opening	0.75	Fred	General
04/09/19	Fuel Sumps	0.75	Fred	Fuel
04/09/19	Hose Reel / Show-Me	0.50	Kerrick	Fuel
04/09/19	Mowing	3.50	Houston	Mowing
04/10/19	Opening	0.75	Kerrick	General
04/10/19	Fuel Sumps	0.75	Kerrick	Fuel
04/11/19	Opening	0.75	Abi	General
04/11/19	Fuel Sumps	0.75	Abi	Fuel
04/12/19	Opening	0.75	Abi	General
04/12/19	100LL - Fuel Delivery	1.00	Kerrick	Fuel
04/12/19	Fuel Sumps	0.75	Abi	Fuel
04/13/19	Opening	0.75	Abi	General
04/13/19	Fuel Sumps	0.75	Abi	Fuel
04/14/19	Opening	0.75	Abi	General
04/14/19	Fuel Sumps	0.75	Abi	Fuel
04/15/19	Opening	0.75	Abi	General
04/15/19	Fuel Sumps	0.75	Abi	Fuel
04/15/19	Mowing	2.50	Houston	Mowing
04/15/19	Mowing	4.25	Neil	Mowing
04/16/19	Opening	0.75	Matt	General
04/16/19	Coordinate Repair with ShowMe Petroleum	0.50	Kerrick	Fuel
04/16/19	Fuel Sumps	0.75	Matt	Fuel
04/16/19	Fuel System 100LL Reel Issue	1.00	Kevin	Fuel
04/16/19	Monthly Fuel Invoices	1.00	Kerrick	Fuel
04/17/19	Opening	0.75	Abi	General
04/17/19	Fuel Sumps	0.75	Abi	Fuel
04/17/19	Mowing	1.00	Houston	Mowing
04/17/19	ShowMe Petroleum	0.50	Kevin	Fuel
04/18/19	Opening	0.75	Matt	General
04/18/19	Fuel Sumps	0.75	Matt	Fuel
04/18/19	PAPI Light	0.50	Lance	Lighting
04/19/19	Opening	0.75	Matt	General
04/19/19	Fuel Sumps	0.75	Matt	Fuel
04/20/19	Opening	0.75	Abi	General
04/20/19	Fuel Sumps	0.75	Abi	Fuel
04/21/19	Opening	0.75	Matt	General
04/21/19	Fuel Sumps	0.75	Matt	Fuel
04/22/19	Opening	0.75	Matt	General
04/22/19	Fuel Sumps	0.75	Matt	Fuel
04/22/19	Mowing	2.25	Neil	Mowing
04/23/19	Opening	0.75	Abi	General
04/23/19	Fuel Sumps	0.75	Abi	Fuel
04/23/19	MicroTower - Base	4.00	Kerrick	General
04/23/19	Mowing	1.25	Levi	Mowing
04/24/19	Opening	0.75	Abi	General
04/24/19	Fuel Sumps	0.75	Abi	Fuel
04/24/19	Mowing	1.25	Neil	Mowing
04/25/19	Opening	0.75	Fred	General
04/25/19	Fuel Sumps	0.75	Fred	Fuel
04/25/19	Mowing	5.00	Houston	Mowing
04/25/19	Mowing	2.25	Josh	Mowing
04/26/19	Opening	0.75	Fred	General
04/26/19	Fuel Sumps	0.75	Fred	Fuel
04/26/19	MicroTower - Debugging	2.00	Kerrick	General
04/26/19	MicroTower - Setup Equipment	6.00	Team	General
04/26/19	Mowing	2.50	Josh	Mowing
04/26/19	Mowing	2.75	Neil	Mowing
04/27/19	Opening	0.75	Abi	General
04/27/19	Fuel Sumps	0.75	Abi	Fuel
04/27/19	MicroTower - Inside Configuration	5.00	Kerrick	General
04/28/19	Opening	0.75	Abi	General
04/28/19	Fuel Sumps	0.75	Abi	Fuel
04/28/19	Mowing	3.00	Houston	Mowing
04/29/19	Opening	0.75	Abi	General
04/29/19	Fuel Sumps	0.75	Fred	Fuel
04/30/19	Opening	0.75	Abi	General
04/30/19	Fuel Sumps	0.75	Abi	Fuel

Total Hours
112.50

General	42.50	
Fuel Maintenance	28.00	
Mowing	41.50	
Snow Removal	0.00	
Lighting	0.50	
Insulation	0.00	Check Total
<b>Total:</b>	112.50	0.00

Opening
Runway inspection (including lights)
Hangar / Ramp inspection
24x7 bathroom
Download Fuel Master
Check fuel levels
Water Chlorine Test - Starting 12/17/12

### April 2019 Fuel Summary Report and Flow Fees

Fuel Sales	Total Dispensed	Maint. Gal.	Actual "Sold"
100 LL	4,252.96	5.44	4,247.52
JET A	2,642.05	1.25	2,640.80
	6,895.01	6.69	6,888.32

City Flow Fees		Occ. Rate	
100 LL PPG	City	\$0.10	\$424.75
JET A PPG	City	\$0.10	\$264.08
Earned	City	Total:	<b>\$688.83</b>

### SOAR Payment

	Inventory [A]	Inventory [B]	Inventory [C]	Inventory [D]	Total Sold	City	SOAR
100 LL	\$1,628.74	\$0.00	-\$62.10	\$742.35	\$2,308.99	\$424.75	\$1,884.24
JET A	\$0.00	\$0.00	\$3,565.08	\$0.00	\$3,565.08	\$264.08	\$3,301.00
Total						\$688.83	<b>\$5,185.24</b>

Hangar	Avail.	Avail this Mo.
Total:		0.00

# Available	46	<-- (see above)
Occupied	46.00	
% Occupied	100.00%	

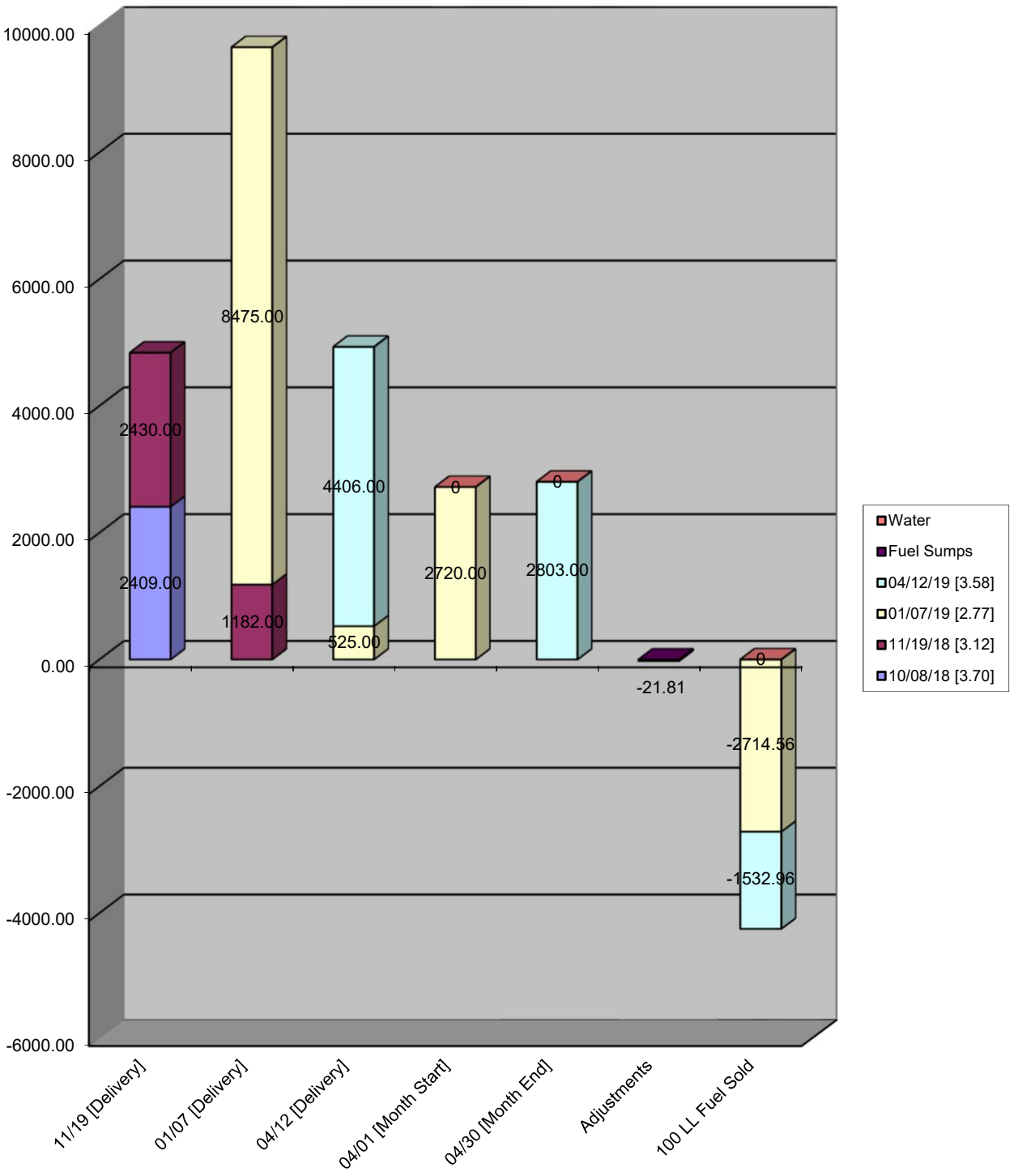
Flow Fee Rates	
< 75%	\$0.25
75%-84%	\$0.20
85%-94%	\$0.15
95% >	\$0.10



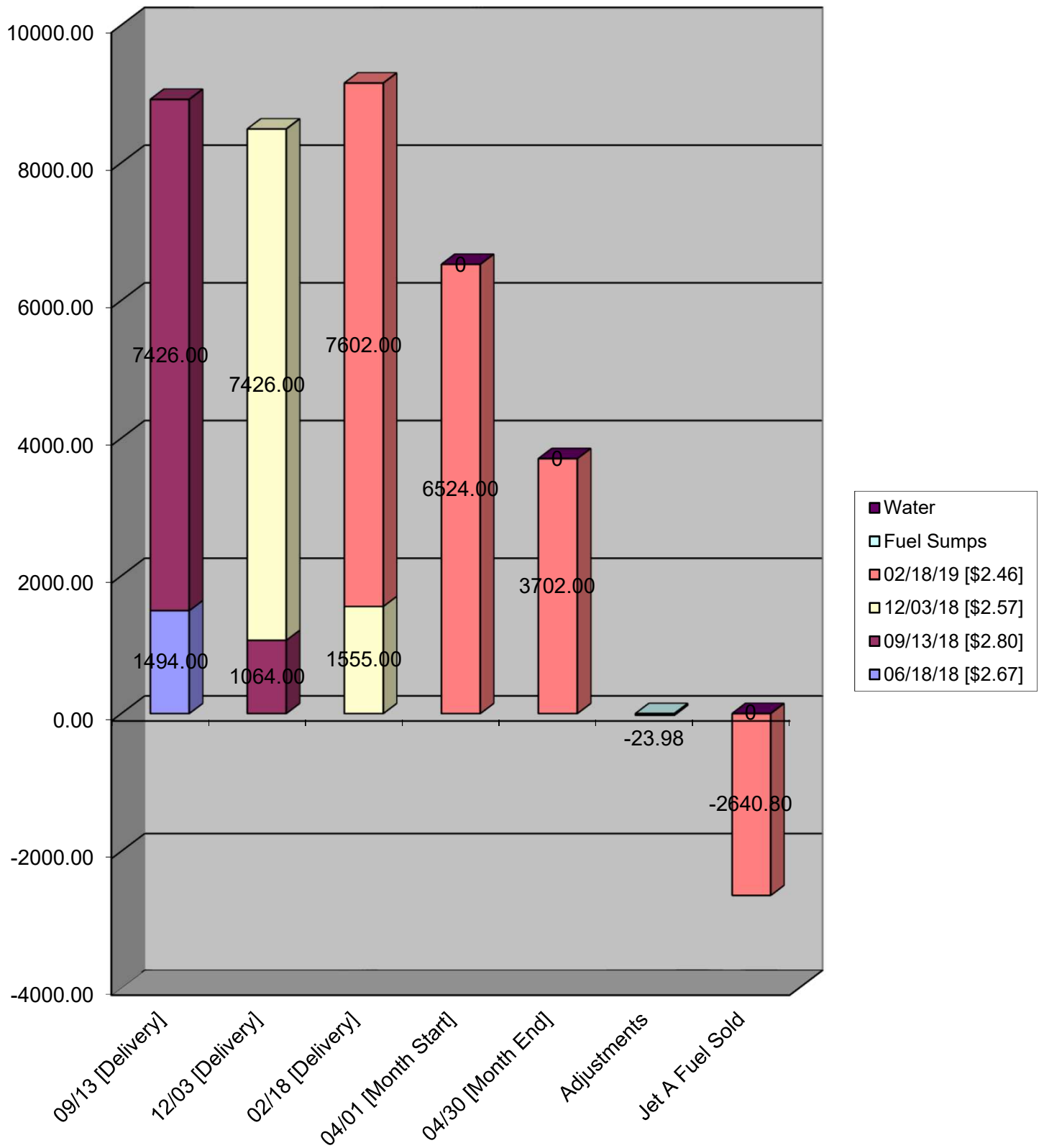
100 LL	11/19 [Delivery]	01/07 [Delivery]	04/12 [Delivery]	04/01 [Month Start]	04/30 [Month End]	Adjustments	100 LL Fuel Sold		
Type	Delivery	Delivery	Delivery	Start	End	Adjust	Sold		
Gal Purchased	2430.00	8475.00	4406.00						
Gal Before	2409.00	1182.00	525.00	6342.00	2803.00		4247.52		
Gal After	4853.00	9598.00	5023.00						
Gal Difference	2444.00	8416.00	4498.00						
PPG	\$3.12	\$2.77	\$3.58					Different Pump Pricing	
Pump Price	\$3.72	\$3.37	\$4.18					Gallons per price point	
<b>Inv 1</b>	10/08/18 [3.70]								
Gallons	2409.00								
	\$3.70								
<b>Inv 2</b>	11/19/18 [3.12]								
Gallons	2430.00	1182.00							
Cost	\$3.12	\$3.12							
<b>Inv 3</b>	01/07/19 [2.77]							Inv [A]	Inv [B]
Gallons		8475.00	525.00	2720.00			-2714.56	-2714.56	
Cost		\$2.77	\$2.77	\$2.77			\$2.77	\$3.37	
<b>Inv 4</b>	04/12/19 [3.58]							Inv [C]	Inv [D]
Gallons			4406.00		2803.00		-1532.96	-295.71	-1237.25
Cost			\$3.58		\$3.58		\$3.58	\$3.37	\$4.18
<b>Sumps</b>	Fuel Sumps								
Gallons						-21.81			
Cost									
<b>Water</b>	Water					0.00			
Gallons				Checksum	Checksum		Checksum		
Cost				3622.00	0.00		0.00		

Jet A	09/13 [Delivery]	12/03 [Delivery]	02/18 [Delivery]	04/01 [Month Start]	04/30 [Month End]	Adjustments	Jet A Fuel Sold		
Type	Delivery	Delivery	Delivery	Start	End	Adjust	Sold		
Gal Purchased	7426.00	5548.00	7602.00						
Gal Before	1494.00	1064.00	1555.00	6524.00	3702.00		2640.80		
Gal After	9176.00	6636.00	9241.00						
Gal Difference	7682.00	5572.00	7686.00						
PPG	\$2.80	\$2.57	\$2.46					Different Pump Pricing	
Pump Price	\$3.90	\$3.90	\$3.81					Gallons per price point	
Inv 1	06/18/18 [\$2.67]								
Gallons	1494.00								
Cost	\$2.67								
Inv 2	09/13/18 [\$2.80]								
Gallons	7426.00	1064.00							
Cost	\$2.80	\$2.80							
Inv 3	12/03/18 [\$2.57]							Inv [A]	Inv [B]
Gallons		7426.00	1555.00						
Cost		\$2.57	\$2.57						
Inv 4	02/18/19 [\$2.46]							Inv [C]	Inv [D]
Gallons			7602.00	6524.00	3702.00		-2640.80	-2640.80	
Cost			\$2.46	\$2.46	\$2.46		\$2.46	\$3.81	
Sumps	Fuel Sumps								
Gallons						-23.98			
Cost									
Water	Water					0.00			
Gallons				Checksum	Checksum		Checksum		
Cost				0.00	0.00		0.00		

April 2019 - 100 LL



## April 2019 - Jet A



April 2019 Fuel Summary Report and Flow Fees w/Checksum

Fuel Sales

	Total Dispensed	Maint. Gal.	Actual "Sold"
100 LL	4,252.96	5.44	4,247.52
JET A	2,642.05	1.25	2,640.80
Total Gallons:	6,895.01	6.69	6,888.32

Flow Fees

100 LL PPG	City	\$0.10	\$424.75
JET A PPG	City	\$0.10	\$264.08
Earned	City	Total:	<b>\$688.83</b>

SOAR Payment

100 LL	\$1,884.23
JET A	\$3,301.00
Total	<b>\$5,185.23</b>

Fuel Tanks / Usage

100 LL		Amount	PPG	Gal Before	Gal After	Gal Diff	11/19 Gal	01/07 Gal	04/12 Gal	Totals	Check Sum						
Purchase (1)	11/19/18	2,430.00	\$3.12	2,409.00	4853.00	2444.00											
Purchase (2)	01/07/19	8,475.00	\$2.77	1,182.00	9598.00	8416.00											
Purchase (3)	04/12/19	4,406.00	\$3.58	525.00	5023.00	4498.00											
Start	04/01/19	2,720.00						2720.00		2720.00	0.00						
Month End	04/30/19	2,803.00							2803.00	2803.00	0.00	Collected	Cost	Difference	Pump Price	City Flow	Remainder
Sold (1)	04/30/19									0.00	0.00	\$0.00	\$0.00	\$0.00	\$3.72	\$0.10	\$3.62
Sold (2)	04/30/19									0.00	0.00	\$0.00	\$0.00	\$0.00	\$3.37	\$0.10	\$3.27
Sold (2)	04/30/19	2,714.56						2714.56		2714.56	0.00	\$9,148.07	\$7,519.33	\$1,628.74	\$3.37	\$0.10	\$3.27
Sold (3)	04/30/19	295.71							295.71	295.71	0.00	\$996.54	\$1,058.64	-\$62.10	\$3.37	\$0.10	\$3.27
Sold (3)	04/30/19	1,237.25							1237.25	1237.25	0.00	\$5,171.71	\$4,429.36	\$742.35	\$4.18	\$0.10	\$4.08
Sold (T)	04/30/19	4,247.52															
						Collected	\$0.00	\$9,148.07	\$6,168.25	\$15,316.32	Check Sum						
						Cost	\$0.00	\$7,519.33	\$5,488.00	\$13,007.33	\$2,308.99	<--- Difference between Total Collected and Total Cost					
						Difference	\$0.00	\$1,628.74	\$680.25	\$2,308.99	\$0.00	<--- Compared to Total Diff and Individual Diff Totals					
						City	\$0.00	\$271.46	\$153.30	\$424.76	\$0.01	<--- Compared to City Flow Fees Above					
						SOAR	\$0.00	\$1,357.28	\$526.95	\$1,884.23	\$2,308.99	<--- Total of City and SOAR Amounts					

JET A		Amount	PPG	Gal Before	Gal After	Gal Diff	09/13 Gal	12/03 Gal	02/18 Gal	Totals	Check Sum						
Purchase (1)	09/13/18	7,426.00	\$2.80	1494.00	9176.00	7682.00											
Purchase (2)	12/03/18	5,548.00	\$2.57	1064.00	6636.00	5572.00											
Purchase (3)	02/18/19	7,602.00	\$2.46	1555.00	9241.00	7686.00											
Start	04/01/19	6,524.00							6524.00	6524.00	0.00						
Month End	04/30/19	3,702.00							3702.00	3702.00	0.00	Collected	Cost	Difference	Pump Price	City Flow	Remainder
Sold (1)	04/30/19									0.00	0.00	\$0.00	\$0.00	\$0.00	\$3.90	\$0.10	\$3.80
Sold (2)	04/30/19									0.00	0.00	\$0.00	\$0.00	\$0.00	\$3.90	\$0.10	\$3.80
Sold (2)	04/30/19									0.00	0.00	\$0.00	\$0.00	\$0.00	\$3.90	\$0.10	\$3.80
Sold (3)	04/30/19	2,640.80							2640.80	2640.80	0.00	\$10,061.45	\$6,496.37	\$3,565.08	\$3.81	\$0.10	\$3.71
Sold (3)	04/30/19									0.00	0.00	\$0.00	\$0.00	\$0.00	\$3.81	\$0.10	\$3.71
Sold (T)	04/30/19	2,640.80															
						Collected	\$0.00	\$0.00	\$10,061.45	\$10,061.45	Check Sum						
						Cost	\$0.00	\$0.00	\$6,496.37	\$6,496.37	\$3,565.08	<--- Difference between Total Collected and Total Cost					
						Difference	\$0.00	\$0.00	\$3,565.08	\$3,565.08	\$0.00	<--- Compared to Total Diff and Individual Diff Totals					
						City	\$0.00	\$0.00	\$264.08	\$264.08	\$0.00	<--- Compared to City Flow Fees Above					
						SOAR	\$0.00	\$0.00	\$3,301.00	\$3,301.00	\$3,565.08	<--- Total of City and SOAR Amounts					

## Airport Fuel Purchases

Date	Type	Gallons	Total	PPG	Gal Before	Gal After	Gal Diff	Pump	New Date	Markup
04/12/19	100LL	4,406	\$15,774.35	\$3.58	525	5,023	4,498	\$4.18	04/19/19	\$0.60
01/07/19	100LL	8,475	\$23,392.71	\$2.77	1,182	9,598	8,416	\$3.37	02/07/19	\$0.60
11/19/18	100LL	2,430	\$7,569.31	\$3.12	2,409	4,853	2,444	\$3.72	10/25/18	\$0.60
10/02/18	100LL	4,467	\$16,514.23	\$3.70	1,579	6,110	4,531	\$4.30	10/25/18	\$0.60
07/28/18	100LL	8,362	\$30,783.36	\$3.69	1,277	9,634	8,357	\$4.29	08/02/18	\$0.60
06/21/18	100LL	4,442	\$15,784.65	\$3.56	1,732	6,124	4,392	\$4.16	05/30/18	\$0.60
05/22/18	100LL	4,464	\$16,815.62	\$3.77	1,071	5,611	4,540	\$4.37	05/30/18	\$0.60
03/19/18	100LL	5,568	\$19,190.12	\$3.45	983	6,604	5,621	\$4.18	12/01/17	\$0.73
12/14/17	100LL	4,438	\$15,003.28	\$3.39	1,671	4,188	2,517	\$4.18	12/01/17	\$0.79
11/10/17	100LL	2,497	\$8,920.88	\$3.58	1,671	4,188	2,517	\$4.18	12/01/17	\$0.60
09/28/17	100LL	3,937	\$13,561.56	\$3.45	1,108	5,135	4,027	\$4.05	10/11/17	\$0.60
08/22/17	100LL	4,698	\$15,650.64	\$3.34	320	5,162	4,842	\$3.94	08/28/17	\$0.60
06/14/17	100LL	8,290	\$26,067.92	\$3.15	1,221	9,598	8,377	\$3.75	07/05/17	\$0.60
03/17/17	100LL	8,070	\$26,423.60	\$3.28	920	9,013	8,093	\$3.88	02/25/17	\$0.60
02/16/17	100LL	2,428	\$7,954.86	\$3.28	925	3,275	2,350	\$3.88	02/25/17	\$0.60
Date	Type	Gallons	Total	PPG	Gal Before	Gal After	Gal Diff	Pump	New Date	Markup
02/18/19	JETA	7,602	\$18,626.42	\$2.46	1,555	9,241	7,686	\$3.81	03/19/19	\$1.35
12/03/18	JETA	5,548	\$14,251.25	\$2.57	1,064	6,636	5,572	\$3.90	09/24/18	\$1.33
09/13/18	JETA	7,426	\$20,735.24	\$2.80	1,494	9,176	7,682	\$3.90	09/24/18	\$1.10
06/18/18	JETA	7,435	\$19,819.03	\$2.67	1,633	9,366	7,733	\$3.83	02/08/18	\$1.16
04/23/18	JETA	7,030	\$18,802.02	\$2.68	845	8,005	7,160	\$3.83	02/08/18	\$1.15
01/25/18	JETA	7,075	\$19,248.53	\$2.73	1,230	8,429	7,199	\$3.83	02/08/18	\$1.10
11/21/17	JETA	6,228	\$15,420.78	\$2.48	1,595	7,987	6,392	\$3.71	10/16/17	\$1.23
09/27/17	JETA	3,674	\$9,561.66	\$2.61	1,571	5,323	3,752	\$3.71	10/16/17	\$1.10
07/20/17	JETA	7,225	\$14,596.37	\$2.03	1,611	9,132	7,521	\$3.13	08/23/17	\$1.10
05/10/17	JETA	7,294	\$14,575.31	\$2.00	1,228	8,727	7,499	\$3.10	06/01/17	\$1.10
02/15/17	JETA	7,402	\$15,984.18	\$2.16	1,350	8,922	7,572	\$3.26	12/19/16	\$1.10



# My Offense By Year Report

Municipal Court

5/1/2019 9:07:35 AM

## Violations For Filed Date From 04/01/2019 To 04/30/2019

		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1-05OP	1-5 OVERTIME PARKING TICKETS				25									25
1-5OP	1-5 OVERTIME PARKING TICKETS				1									1
225.1060	TRESPASSING				1									1
225.1110	STEALING				2									2
225.120	ASSAULT				4									4
225.1200	SHOPLIFTING				7									7
225.130	DOMESTIC ASSAULT				12									12
225.180	ENDANGERING WELFARE OF A CHILD				2									2
225.1800	POSSESSION OF CONTROLLED SUBSTANCE (MARIJUANA)				3									3
225.1830	POSSESSION OF DRUG PARAPHERNALIA				4									4
225.200	VIOLATION ORDER OF PROTECTION				1									1
320.030	FAIL TO OBEY TRAFF CONTROL DEV				4									4
325.010	IMPROPER LANE USAGE/DRIVING IN CENTER LANE				1									1
330.050	FAILURE TO YIELD RIGHT OF WAY				5									5
335.220	C&I DRIVING				1									1
340.010	SPEEDING INSIDE CBD				3									3
340.020	SPEEDING OUTSIDE CBD				7									7
345.020	PARKED ON WRONG SIDE OF STREET, FACING ONCOMING TRAFFIC				3									3
345.040	OBSTRUCTING/IMPEDING TRAFFIC				1									1
345.140	PARKING DURING PROHIBITED HOURS				1									1
345.175	PARKING IN HANDICAP ZONE				4									4
370.030	NO PARKING ZONE/PARKING WHERE PROHIBITED				1									1
375.160	SEAT BELT REQUIRED				2									2
375.170	CHILD RESTRAINT REQUIRED				1									1
380.010	DRIVING WHILE REVOKED/SUSPENDED				12									12
380.020	NO VALID OPERATOR LICENSE				2									2
380.050	FAILURE TO REGISTER MOTOR VEHICLE/EXPIRED PLATE				9									9



# My Offense By Year Report

Municipal Court

5/1/2019 9:07:35 AM

## Violations For Filed Date From 04/01/2019 To 04/30/2019

		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
380.110	DISPLAYING PLATES OF ANOTHER				1									1
380.140	FINANCIAL RESPONSIBILITY REQUIRED				7									7
380.145	FAILURE TO EXHIBIT INSURANCE				3									3
VOID	VOIDED TICKET				4									4
WARN	WARNING TICKET--NO CHARGES FILED				1									1

Report Totals:				135										135
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### **New Utility Customers April 2019**

<b>Name</b>	<b>Service Address</b>	<b>City</b>	<b>State</b>
Holly Mitchell	625 W Hughs St	Bolivar	MO
Jon Franse	732 W Gordon Pl	Bolivar	MO
Ryan Dortch	312 W Colgate St	Bolivar	MO
William Lloyd	821 E Colgate St	Bolivar	MO



345 S. Main Ave, PO Box 9, • Bolivar, Missouri 65613  
Telephone (417)326-2489 • Fax (417) 777-3212  
[www.bolivar.mo.us](http://www.bolivar.mo.us)

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## **2019 Upcoming Events:**

**June 1<sup>th</sup>, 2019 KLIFE Bolivar Community Wide Play Day-Youth Park**

**June 6-7<sup>th</sup>, 2019 MML Elected Officials Training Conference, Columbia, MO**

**June 11<sup>th</sup>, 2019 Bolivar Day at the Springfield Cardinals, Springfield, MO**

**June 18<sup>th</sup>, 2019 Board of Alderman Regular Session**

**September 7<sup>th</sup>, 2019 Country Days 2019**

**September 8-11<sup>th</sup>, 2019 MML Annual Conference, St. Charles, MO**



# Bolivar City Fire Department

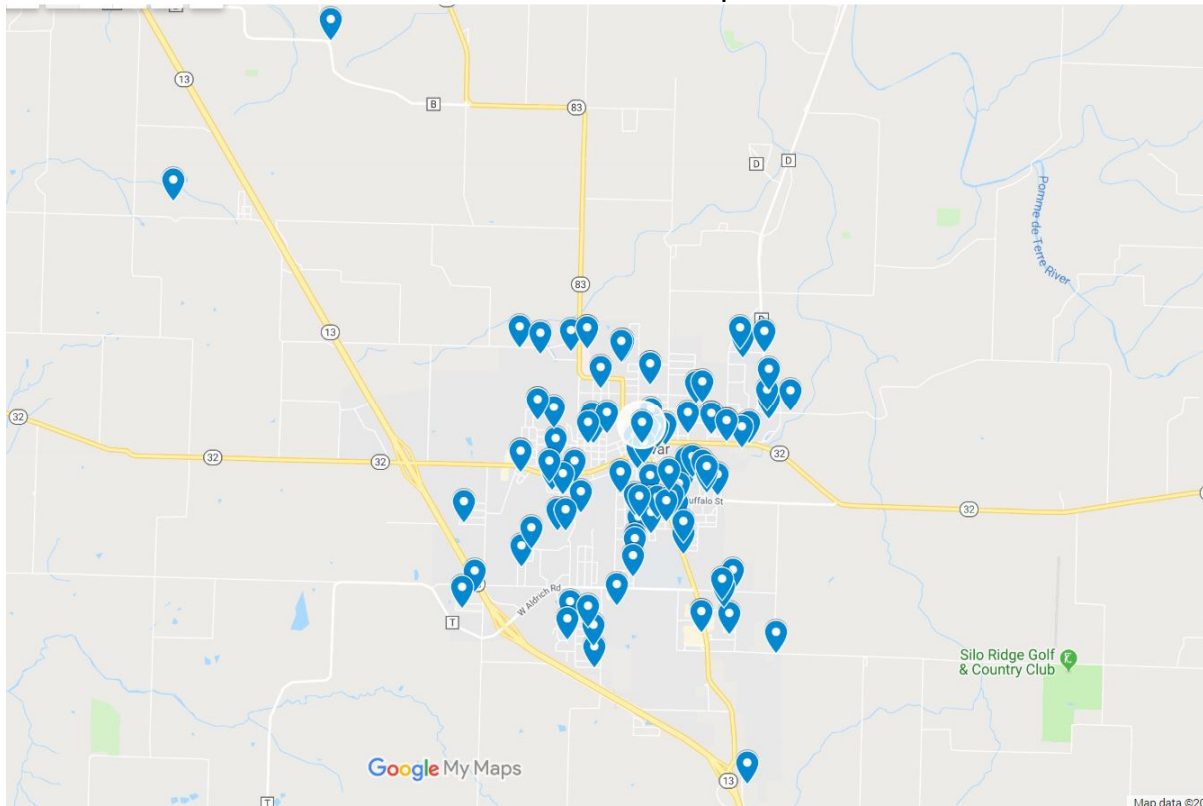
211 West Walnut ~ P.O. Box 9 ~ Bolivar, MO 65613  
Phone 417-326-2489 ~ Fax 417-777-3513

## BCFD Council Report April 2019

### Response Synopsis:

April, 2019

### Incident Location Map



### Calls for Service by Type from April, 2019

### Number of Incidents

Fire Related including alarms and investigations	18
Emergency Medical Response	72
Motor Vehicle Accidents	9
Hazardous Materials	1
Citizen Assist	15
Inspections	0

Our Family helping to serve and protect the lives and property of your family!

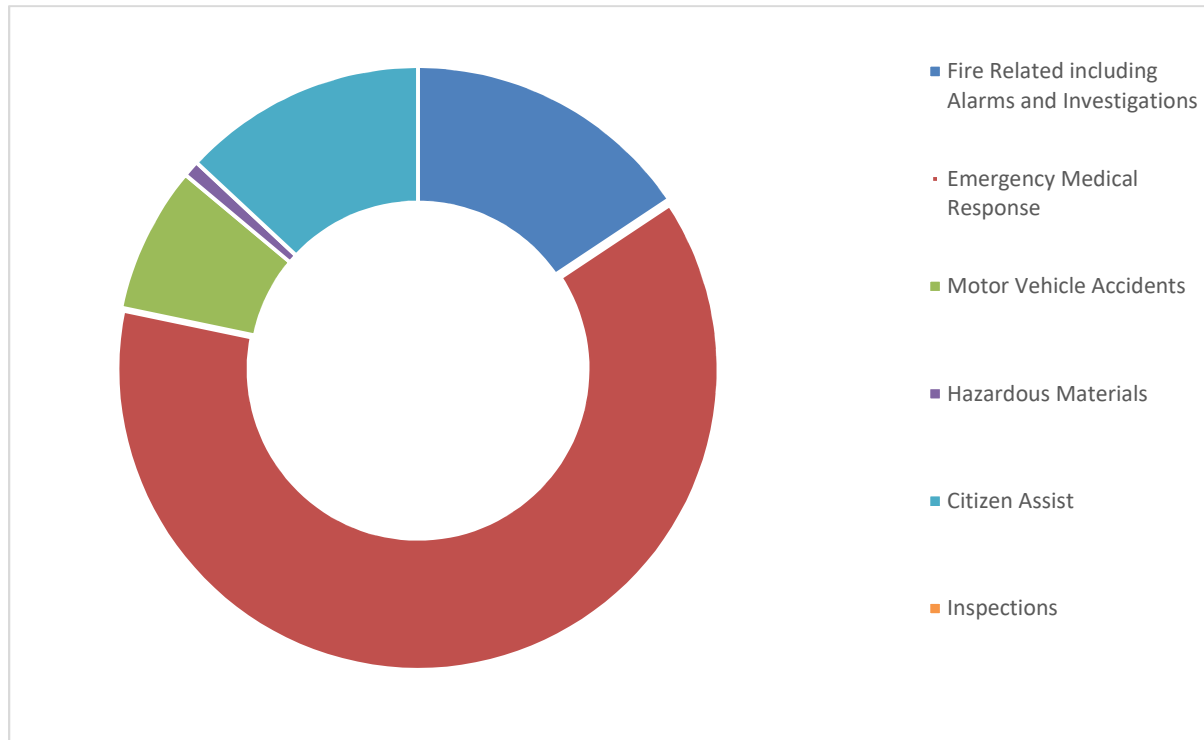
[WWW.BOLIVARCITYFIRE.COM](http://WWW.BOLIVARCITYFIRE.COM)



# Bolivar City Fire Department

211 West Walnut ~ P.O. Box 9 ~ Bolivar, MO 65613  
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 5:18.

There were approximately 9% (11) of Concurrent Emergency Incident Responses during this time period.

Unit	Average P1 Enroute Time	Average P1 on Scene Time
R-14 Housed at PSC	1:23	4:57
E-11 Housed at Station 1	2:26	5:47 (Occasionally Housed at PSC)
L-12 Housed at Station 1	2:14	8:54 (Occasionally Housed at PSC)
E-13 Housed at Station 1	3:15	12:49**

\*Priority 1 (P1)

\*\* Mutual Aid apparatus

Our Family helping to serve and protect the lives and property of your family!

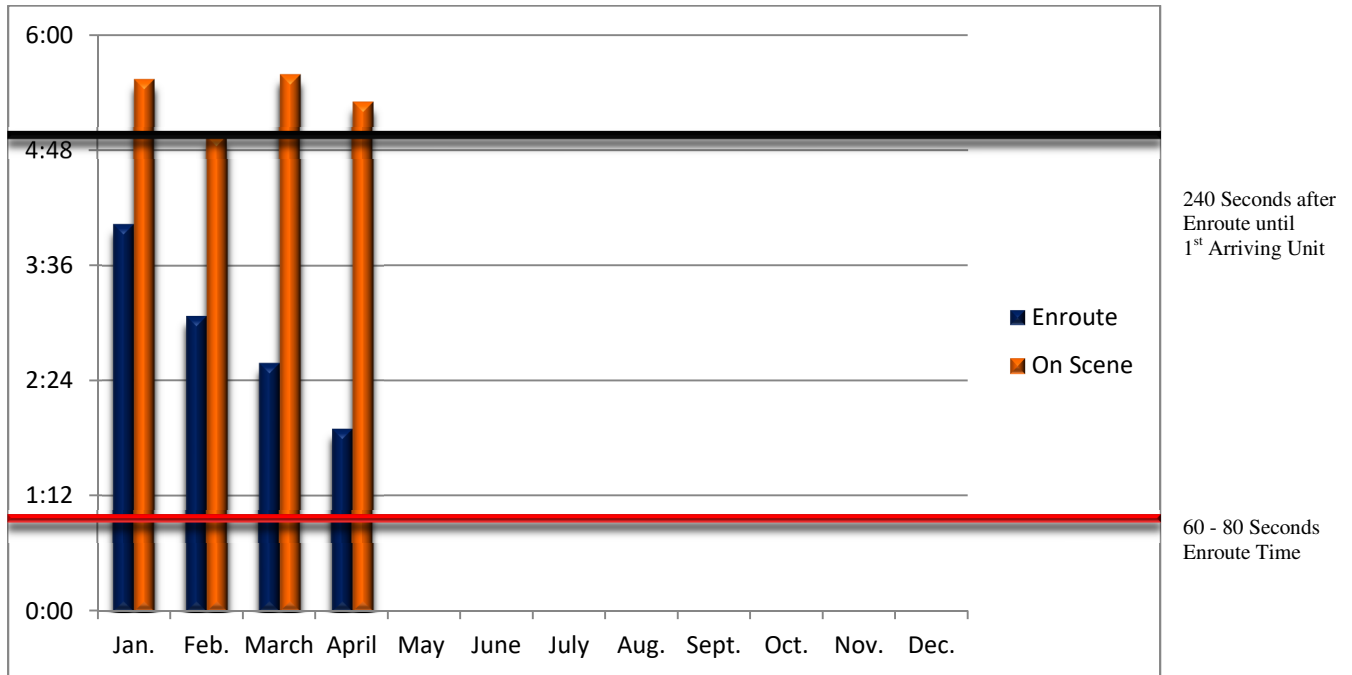
[WWW.BOLIVARCITYFIRE.COM](http://WWW.BOLIVARCITYFIRE.COM)



# Bolivar City Fire Department

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

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: \$18,000

Mutual Aid received:

BCFD received Mutual Aid from the following departments:

Central Polk County	Received from: 0	Given to: 5
Morrisville FPD	Received from: 0	Given to: 2

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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  
April 2019

3 Firefighters to IWomens national conference  
5 Women to regional women's conference  
Officer's meeting  
Lil Dreamers Daycare public safety talk  
Bolivar Area homeschoolers station visit  
Honor Guard Colors Presentation at SBU inauguration  
Community connections  
Regional SMESO, RHSOC meetings  
Liberty facility Ground breaking  
Emergency plan meeting with BPS

Submitted By Deputy Chief Brent Watkins

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# BOLIVARCITY

## Incident List by Alarm Date/Time

Alarm Date Between {04/01/2019} And {04/30/2019}

Incident-Exp#	Alm Date	Alm Time	Location	Incident Type
19-0401004-000	04/01/2019	10:28:43	129 S OAKLAND AVE /DIST:	321 EMS call, excluding vehicle
19-0401005-000	04/01/2019	13:15:19	204 W BROADWAY ST	671 HazMat release investigation
19-0402002-000	04/02/2019	07:16:30	4640 S Scenic Ave	5313 Odor Investigation
19-0402003-000	04/02/2019	09:42:57	910 S SPRINGFIELD AVE /DI	3222 Motor vehicle accident with
19-0402004-000	04/02/2019	09:46:29	122 W Lillian Lane LN	611 Dispatched & cancelled en ro
19-0402005-000	04/02/2019	11:44:56	1500 N OAKLAND AVE /GENER	745 Alarm system activation, no
19-0402006-000	04/02/2019	14:18:04	S PIKE AVE & W JEFFERSON	151 Outside rubbish, trash or wa
19-0402008-000	04/02/2019	20:57:32	1830 E Laverne ST	611 Dispatched & cancelled en ro
19-0402009-000	04/02/2019	21:37:52	333 N BENTON AVE	321 EMS call, excluding vehicle
19-0402010-000	04/02/2019	21:41:52	1026 S PIKE AVE /DIST: DI	611 Dispatched & cancelled en ro
19-0403001-000	04/03/2019	11:14:29	403 E SUMMIT ST /DIST: DI	321 EMS call, excluding vehicle
19-0403002-000	04/03/2019	13:58:15	125 W AUBURN ST	5506 Smoke detector installation
19-0403005-000	04/03/2019	19:36:31	539 S CHICAGO AVE /DIST:	321 EMS call, excluding vehicle
19-0404001-000	04/04/2019	08:10:49	1830 E LAVERNE ST	321 EMS call, excluding vehicle
19-0404003-000	04/04/2019	11:58:18	1155 W PARKVIEW ST /ROOF	611 Dispatched & cancelled en ro
19-0404007-000	04/04/2019	19:16:35	556 S MISSOURI AVE /DIST:	321 EMS call, excluding vehicle
19-0404008-000	04/04/2019	20:58:00	2355 W SOUTH ST /DIST: DI	321 EMS call, excluding vehicle
19-0404009-000	04/04/2019	22:35:49	1364 S PIKE AVE /DIST: 45	321 EMS call, excluding vehicle
19-0405001-000	04/05/2019	06:33:27	2451 S SPRINGFIELD AVE /R	321 EMS call, excluding vehicle
19-0405002-000	04/05/2019	12:45:47	1500 N OAKLAND AVE /MED S	5001 Lift Assist / Ambulance Req
19-0405003-000	04/05/2019	19:32:24	1800 S BARON DR /N1	5506 Smoke detector installation
19-0406001-000	04/06/2019	10:58:40	1710 W BROADWAY ST /IN TH	321 EMS call, excluding vehicle
19-0406004-000	04/06/2019	23:45:03	1560 S SUNSET AVE /DIST:	321 EMS call, excluding vehicle
19-0407001-000	04/07/2019	00:43:58	1009 E Chestnut ST	321 EMS call, excluding vehicle
19-0407002-000	04/07/2019	06:54:35	1211 E Broadway ST	745 Alarm system activation, no
19-0407005-000	04/07/2019	18:33:23	440 S CHICAGO AVE /DIST:	321 EMS call, excluding vehicle
19-0407007-000	04/07/2019	22:39:38	733 E Chestnut ST	522 Water or steam leak
19-0408001-000	04/08/2019	07:47:40	819 E MAUPIN ST /DIST: DI	321 EMS call, excluding vehicle
19-0408002-000	04/08/2019	10:11:08	1830 E Laverne ST	321 EMS call, excluding vehicle
19-0408003-000	04/08/2019	10:15:29	1710 W BROADWAY ST /DIST:	321 EMS call, excluding vehicle
19-0408005-000	04/08/2019	20:25:22	417 W MAUPIN ST /DIST: DI	321 EMS call, excluding vehicle
19-0408006-000	04/08/2019	20:33:53	1390 E HUGHS ST /DIST: 62	321 EMS call, excluding vehicle
19-0408007-000	04/08/2019	20:48:11	2039 S HARTFORD AVE /DIST	321 EMS call, excluding vehicle
19-0408008-000	04/08/2019	22:24:29	1009 E CHESTNUT ST /DIST:	321 EMS call, excluding vehicle
19-0409002-000	04/09/2019	09:57:32	2451 S SPRINGFIELD AVE /R	622 No Incident found on arrival
19-0409003-000	04/09/2019	10:55:40	1830 E LAVERNE ST	321 EMS call, excluding vehicle
19-0409004-000	04/09/2019	13:56:36	E BROADWAY ST & N POMME D	322 Motor vehicle accident with
19-0409007-000	04/09/2019	17:07:40	1401 D HWY /DIST: 101.59	611 Dispatched & cancelled en ro
19-0409009-000	04/09/2019	19:33:47	141 W LILLIAN LN /DIST: D	321 EMS call, excluding vehicle
19-0409010-000	04/09/2019	20:10:13	N HARTFORD AVE & E LAIRD	3222 Motor vehicle accident with
19-0410001-000	04/10/2019	05:58:27	807 N BRIARWOOD DR	321 EMS call, excluding vehicle
19-0410002-000	04/10/2019	09:04:17	1319 W MAUPIN ST	311 Medical assist, assist EMS c
19-0410003-000	04/10/2019	10:01:43	1120 S SPRINGFIELD AVE /D	321 EMS call, excluding vehicle

# BOLIVARCITY

## Incident List by Alarm Date/Time

Alarm Date Between {04/01/2019} And {04/30/2019}

Incident-Exp#	Alm Date	Alm Time	Location	Incident Type
19-0410004-000	04/10/2019	10:31:46	2135 E DIVISION ST	321 EMS call, excluding vehicle
19-0410007-000	04/10/2019	12:47:15	1460 S PIKE AVE /COFFEE S	321 EMS call, excluding vehicle
19-0410008-000	04/10/2019	12:58:19	604 N RUSSELL AVE /DIST:	321 EMS call, excluding vehicle
19-0410012-000	04/10/2019	14:47:15	4810 S 124th RD /DIST: 6.	111 Building fire
19-0411003-000	04/11/2019	07:59:14	1510 E BROADWAY ST	321 EMS call, excluding vehicle
19-0412001-000	04/12/2019	15:25:03	940 W COLLEGE ST /DIST: D	321 EMS call, excluding vehicle
19-0412002-000	04/12/2019	18:03:57	203 N RECHOW AVE /DIST: D	113 Cooking fire, confined to co
19-0413001-000	04/13/2019	06:29:37	1211 E BROADWAY ST	700 False alarm or false call, O
19-0413003-000	04/13/2019	14:26:43	2240 S MESA DR /DIST: 527	321 EMS call, excluding vehicle
19-0414001-000	04/14/2019	09:38:06	1019 S MAPLE CIR	321 EMS call, excluding vehicle
19-0414005-000	04/14/2019	23:19:40	1009 E CHESTNUT ST /DIST:	321 EMS call, excluding vehicle
19-0415001-000	04/15/2019	00:32:59	113 E JEFFERSON ST	321 EMS call, excluding vehicle
19-0415004-000	04/15/2019	09:40:29	1924 S MAPLE TREE LN /DIS	311 Medical assist, assist EMS c
19-0415005-000	04/15/2019	11:14:07	1130 W MAUPIN ST /DIST: D	321 EMS call, excluding vehicle
19-0415007-000	04/15/2019	14:15:19	817 E 420TH RD /DIST: 527	121 Fire in mobile home used as
19-0415009-000	04/15/2019	18:39:05	1500 N OAKLAND AVE /MED S	311 Medical assist, assist EMS c
19-0415010-000	04/15/2019	18:57:53	404 E BROADWAY ST	321 EMS call, excluding vehicle
19-0416001-000	04/16/2019	05:01:37	816 E LINDON ST	321 EMS call, excluding vehicle
19-0416004-000	04/16/2019	11:57:54	2360 S MESA DR /DIST: 521	321 EMS call, excluding vehicle
19-0416006-000	04/16/2019	18:01:42	1580 W LAKEWOOD DR /DIST:	321 EMS call, excluding vehicle
19-0417002-000	04/17/2019	08:36:39	1828 E STONEGATE CIR /DIS	321 EMS call, excluding vehicle
19-0417004-000	04/17/2019	13:04:32	E BROADWAY ST & N POMME D	322 Motor vehicle accident with
19-0418002-000	04/18/2019	02:20:27	1828 E STONEGATE CIR /DIS	5006 Lift Assist / Delayed Ambul
19-0418004-000	04/18/2019	13:20:32	1921 S HARTFORD AVE /DIST	321 EMS call, excluding vehicle
19-0418005-000	04/18/2019	14:16:31	1341 W PINE ST /DIST: DIS	554 Assist invalid
19-0418007-000	04/18/2019	15:12:48	203 W AUBURN ST /DIST: DI	5001 Lift Assist / Ambulance Req
19-0418010-000	04/18/2019	20:54:21	1016 S MISSOURI AVE /DIST	321 EMS call, excluding vehicle
19-0419001-000	04/19/2019	09:56:20	815 S MAIN AVE	5531 Public Education
19-0419002-000	04/19/2019	10:59:25	623 S BOSTON PL /DIST: DI	321 EMS call, excluding vehicle
19-0419003-000	04/19/2019	12:13:48	403 E SUMMIT ST /22	321 EMS call, excluding vehicle
19-0419006-000	04/19/2019	17:15:48	1285 E 473 RD /DIST: 5.75	322 Motor vehicle accident with
19-0419008-000	04/19/2019	20:35:23	460 S DENVER PL /DIST: DI	321 EMS call, excluding vehicle
19-0419009-000	04/19/2019	21:14:59	316 E BROADWAY ST	700 False alarm or false call, O
19-0420002-000	04/20/2019	11:29:49	604 N RUSSELL AVE /DIST:	321 EMS call, excluding vehicle
19-0420003-000	04/20/2019	14:18:37	447 N CLAUD AVE /DIST: 52	321 EMS call, excluding vehicle
19-0420009-000	04/20/2019	23:55:44	1819 S WOMMACK AVE /NB	324 Motor Vehicle Accident with
19-0421001-000	04/21/2019	01:01:26	719 W MORGAN ST	321 EMS call, excluding vehicle
19-0421004-000	04/21/2019	12:57:29	819 S PIKE AVE	551 Assist police or other gover
19-0421008-000	04/21/2019	21:02:56	404 N CLAUD AVE /DIST: DI	321 EMS call, excluding vehicle
19-0421009-000	04/21/2019	23:19:22	141 W LILLIAN LN /DIST: D	321 EMS call, excluding vehicle
19-0422002-000	04/22/2019	06:36:32	718 W PEARL ST /DIST: 682	321 EMS call, excluding vehicle
19-0422003-000	04/22/2019	08:14:53	203 E BROADWAY ST /DIST:	321 EMS call, excluding vehicle
19-0422005-000	04/22/2019	13:41:11	1211 E BROADWAY ST	745 Alarm system activation, no



**BOLIVARCITY**

**Incident List by Alarm Date/Time**

**Alarm Date Between {04/01/2019} And {04/30/2019}**

<b>Incident-Exp#</b>	<b>Alm Date</b>	<b>Alm Time</b>	<b>Location</b>	<b>Incident Type</b>
19-0422006-000	04/22/2019	18:07:08	804 S SPRINGFIELD AVE	131 Passenger vehicle fire
19-0423002-000	04/23/2019	10:44:14	812 S PIKE AVE	5312 Smoke Investigation
19-0423003-000	04/23/2019	14:50:07	3864 NB MO 13 HWY /NB/Dun	150 Outside rubbish fire, Other
19-0423004-000	04/23/2019	17:32:18	560 S FLINT AVE /DIST: 17	321 EMS call, excluding vehicle
19-0423005-000	04/23/2019	20:19:09	1401 E Laird ST /DIST: 52	321 EMS call, excluding vehicle
19-0424001-000	04/24/2019	07:33:40	910 E LINDON ST /DIST: DI	321 EMS call, excluding vehicle
19-0424005-000	04/24/2019	17:50:36	113 E JEFFERSON ST	321 EMS call, excluding vehicle
19-0424006-000	04/24/2019	23:36:43	602 W FREEMAN ST /DIST: D	321 EMS call, excluding vehicle
19-0425002-000	04/25/2019	08:01:40	4762 S 129 RD	321 EMS call, excluding vehicle
19-0425003-000	04/25/2019	11:20:58	E 455TH RD & S 132ND RD /	3222 Motor vehicle accident with
19-0425004-000	04/25/2019	12:15:35	1830 W PARKVIEW ST	500 Service Call, other
19-0425005-000	04/25/2019	13:32:38	128 S BARKER AVE	743 Smoke detector activation, n
19-0425006-000	04/25/2019	13:40:02	2519 W HERITAGE ST /DIST:	321 EMS call, excluding vehicle
19-0425007-000	04/25/2019	13:58:33	1100 W PARKVIEW ST /DIST:	3222 Motor vehicle accident with
19-0425008-000	04/25/2019	15:51:09	4009 S 92 RD	321 EMS call, excluding vehicle
19-0425009-000	04/25/2019	18:56:45	707 W SUMMIT ST /DIST: DI	542 Animal rescue
19-0426001-000	04/26/2019	16:17:39	203 W AUBURN ST /DRIVEWAY	321 EMS call, excluding vehicle
19-0427004-000	04/27/2019	19:21:26	1830 E LAVERNE ST	321 EMS call, excluding vehicle
19-0427005-000	04/27/2019	20:17:33	803 W HUGHS ST /DIST: 50.	140 Natural vegetation fire, Oth
19-0428003-000	04/28/2019	23:54:00	32 Highway	324 Motor Vehicle Accident with
19-0429003-000	04/29/2019	15:48:32	524 S ALBANY AVE	321 EMS call, excluding vehicle
19-0430002-000	04/30/2019	03:11:19	550 S ELGIN AVE	321 EMS call, excluding vehicle
19-0430003-000	04/30/2019	03:14:36	2451 S SPRINGFIELD AVE	3211 EMS Call- Delayed Ambulance
19-0430006-000	04/30/2019	08:47:26	463 W MAPLE ST	321 EMS call, excluding vehicle
19-0430007-000	04/30/2019	09:10:16	821 W LOCUST ST /DIST: DI	321 EMS call, excluding vehicle
19-0430009-000	04/30/2019	17:12:09	524 S ALBANY AVE	321 EMS call, excluding vehicle
19-0430010-000	04/30/2019	18:42:09	1613 S PIKE AVE /G	321 EMS call, excluding vehicle
19-0430012-000	04/30/2019	20:33:17	521 S ELGIN AVE	5313 Odor Investigation
19-0430015-000	04/30/2019	22:18:44	2360 S MESA DR /DIST: 521	321 EMS call, excluding vehicle

**Total Incident Count 115**

**BOLIVARCITY****Overlapping Incidents****Alarm Date Between {04/01/2019} And {04/30/2019}**

					Overlaps (at least)		
Incident-Exp#	Alm Date	Alm Time	Clr Date	Clr Time	Incident-Exp#	Alm Date	Alm Time
19-0402004-000	04/02/2019	09:46:29	04/02/2019	09:48:31	19-0402003-000	04/02/2019	09:42:57
19-0402010-000	04/02/2019	21:41:52	04/02/2019	21:44:17	19-0402009-000	04/02/2019	21:37:52
19-0408003-000	04/08/2019	10:15:29	04/08/2019	10:34:27	19-0408002-000	04/08/2019	10:11:08
19-0408006-000	04/08/2019	20:33:53	04/08/2019	20:51:44	19-0408005-000	04/08/2019	20:25:22
19-0408007-000	04/08/2019	20:48:11	04/08/2019	21:23:22	19-0408006-000	04/08/2019	20:33:53
19-0410008-000	04/10/2019	12:58:19	04/10/2019	13:20:14	19-0410007-000	04/10/2019	12:47:15
19-0415010-000	04/15/2019	18:57:53	04/15/2019	19:17:41	19-0415009-000	04/15/2019	18:39:05
19-0425006-000	04/25/2019	13:40:02	04/25/2019	14:06:35	19-0425005-000	04/25/2019	13:32:38
19-0425007-000	04/25/2019	13:58:33	04/25/2019	14:18:20	19-0425006-000	04/25/2019	13:40:02
19-0430003-000	04/30/2019	03:14:36	04/30/2019	03:48:21	19-0430002-000	04/30/2019	03:11:19
19-0430007-000	04/30/2019	09:10:16	04/30/2019	09:28:24	19-0430006-000	04/30/2019	08:47:26

**Total Incident Count 115****Total Overlapping Incidents 11**

**CONTRACT**  
**ORDINANCE COVER SHEET**

**Bill No. 2019-32**

**Ordinance No.**

**“AN ORDINANCE AUTHORIZING THE CITY TO ACCEPT THE BID OF  
\$5,000 FROM OZARK APPLICATORS, LLC AND AUTHORIZING  
AGREEMENT FOR 2019 WATER TOWER MAINTENANCE.”**

**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. 2019-32**

**Ordinance No.**

**“AN ORDINANCE AUTHORIZING THE CITY TO ACCEPT THE BID OF  
\$5,000 FROM OZARK APPLICATORS, LLC AND AUTHORIZING  
AGREEMENT FOR 2019 WATER TOWER MAINTENANCE.”**

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

**Section I:** The City does hereby authorize the acceptance of the bid of \$5,000 from Ozark Applicators, LLC and does hereby authorize an agreement for work relating to 2019 water tower maintenance; 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.

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**Chris Warwick, Mayor**

**ATTEST:**

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**Paula Henderson, City Clerk**

## CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 29 day of April, 2019 by and between the **City of Bolivar, Missouri**, Party of the First Part, hereinafter referred to as the "Owner", and Ozark Applicators, LLC, Party of the Second Part, hereinafter referred to as the "Contractor" for Ozark Applicators, LLC as detailed in the Bid Specifications "**2019 Water Tower Maintenance**".

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)

Ozark Applicators, LLC

OWNER  
(Party of the First Part)

City of Bolivar, Missouri

By: Megan Webb  
Office Manager

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

SEAL:

ATTEST:

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

**BID**

PROPOSAL OF Ozark Applicators, LLC

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

Missouri doing business as Ozark Applicators, LLC. \*

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 **"Revised 2019 Water Tower Maintenance"** 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: July 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:

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



The total bid for Interior Washout improvements to Tower 1 shall be:  
two thousand five hundred dollars  
(\$ 2,500<sup>00</sup>) lump sum complete in place.

\*  
See  
attached  
outline

The total bid for Interior Washout improvements to Tower 2 shall be:  
two thousand five hundred dollars (\$ 2,500<sup>00</sup>)  
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.

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

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 (\$ 52<sup>00</sup>) 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,

Clark Applicators, LLC  
Contractor

Attest: Megan Webb  
Secretary

By: [Signature]  
Title: Owner

Address: 2309 Carter Route M  
Van Buren, MO 63965  
PH 573-323-6450

SEAL  
(If bid is by a corporation)





OZARAPP-01

LMILLER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Morse Harwell Jiles Ins. Agency 603 S. Westwood Blvd. Poplar Bluff, MO 63901	CONTACT NAME: PHONE (A/C, No, Ext): (573) 785-3138 FAX (A/C, No): (866) 593-7295 E-MAIL ADDRESS:
INSURED  Ozark Applicators, LLC HCR 2 Box 2259A Van Buren, MO 63965	INSURER(S) AFFORDING COVERAGE INSURER A: Colony Insurance Company INSURER B: United Fire & Casualty Ins. Co INSURER C: Evanston Insurance Co INSURER D: American Interstate Insurance INSURER E: INSURER F:
	NAIC # 13021 31895

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		103GL0004193-05	5/16/2018	5/16/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		60474132	3/14/2019	3/14/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		XOBW7651518	5/16/2018	5/16/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ Aggregate \$ 4,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	AVWCMO2780002019	3/29/2019	3/29/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER  City of Bolivar 345 S. Main St Bolivar, MO 65613	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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City of Bolivar

(Revised – See Below)

### Water Tank Cleaning and Inspection Specifications 2019

The contractor will furnish all labor, material, equipment, and insurance necessary to complete the following service to the following tanks:

1. 110 W. Locust: 225,000 gallons elevated tank (Tower #1)
2. 1418 S. Lillian Ave: 250,000 gallons elevated tank (Tower #2)

**\*\*Only ONE tank can be down at once and no longer than three (3) months with a minimum of one month in between cleaning of tanks for sampling purposes.\*\***

**\*Cleaning Process is not to start before April 1<sup>st</sup>, 2019.**

#### *Services needed:*

- Mobilization to Bolivar, MO.
- Complete inspections on two (2) water tanks listed above in accordance with AWWA and OSHA standards and guidelines
- Complete professional cleanout of all loose sediment and debris in above listed facility(s)
- Provide professional disinfection services to the interior of customers potable water tanks listed above
- (REVISED) Interior of tank will be power washed with a minimum 3,000 psi pressure washer. Tanks with wet bowl and riser will have the top portion of the wet riser, the interior wet bowl, and the bottom of the riser washed. After the tank is washed the sediment will be removed and will sanitize the tank according to AWWA standards.



### *Inspection Services:*

The contractor is responsible for inspecting the following items:

1. General site conditions
2. Condition of tank foundation
3. Condition of anchor bolts
4. Condition of manway
5. Condition of Drain valve
6. Condition of the metal on the exterior
7. Condition of the ladder, safety climbs and ladder gate
8. Condition of the overflow pipe, flap gate, screen, and splash pad
9. Condition of the roof hatches and gasket
10. Condition of the roof vent and vent screen
11. Condition of handrail system
12. Condition of the exterior paint system
13. Condition of the interior tank ladder
14. Condition of the roof
15. Condition of the metal on the interior of the tank
16. Condition of the discharge pipe
17. Condition of the interior coating
18. Inspect the antennas and coax cable that are attached to the tower

### *Inspection report:*

Inspection report will include the following items:

- Detailed photos of tank deficiencies (paper copies and digital copies)
- Scope of work
- Cost estimate of any deficiencies

~UNDER NO CIRCUMSTANCES SHALL ANY ADDITIONAL REPAIRS NOT LISTED IN THIS REPORT BE  
COMMENCED WITHOUT EXPRESS WRITTEN APPROVAL FROM THE CITY OF BOLIVAR,  
AND THE WATER AND SEWER DIRECTOR.~

**ORDINANCE COVER SHEET**

**Bill No. 2019-33**

**Ordinance No.**

**“AN ORDINANCE AUTHORIZING THE RENEWAL OF CONTRACT WITH  
VINEYARD HOSPITALITY, LLC FOR A DEVELOPMENT ECONOMIC  
INCENTIVE ARRANGEMENT.”**

**Filed for public inspection on \_\_\_\_\_.**

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

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

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

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

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

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

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

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

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

**Bill No. 2019-33**

**Ordinance No.**

**“AN ORDINANCE AUTHORIZING THE RENEWAL OF CONTRACT WITH  
VINEYARD HOSPITALITY, LLC FOR A DEVELOPMENT ECONOMIC  
INCENTIVE ARRANGEMENT.”**

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

**Section I:** The City does hereby elect to renew the existing agreement with Vineyard Hospitality, LLC for a development economic incentive arrangement for the calendar years of 2018 and 2019; with such contract and terms to be in the form attached hereto as Exhibit “A” 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**



## ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (hereinafter referred to as the "Agreement") is made and entered into to be effective on the 1<sup>st</sup> day of May, 2017, between **the City of Bolivar, Missouri, a Municipal Corporation** (hereinafter referred to as the "City"), and **Vineyard Hospitality, LLC, Pinecone Holdings, LLC, and Thane Kifer, individually** (hereinafter collectively referred to as the "Developer").

**WHEREAS**, the Developer or one or more of Developer's Affiliates will acquire and expects to develop certain real property located within the City of Bolivar, Missouri as generally set forth in Exhibit "A" attached hereto and made a part hereof by reference (the "Subject Property") and has plans to make commercial improvements that will include public benefits/infrastructure improvements on the Subject Property. The commercial improvements will provide a valuable catalyst for development in the City and increased tax revenues for the City; and

**WHEREAS**, in order to maximize the economic benefits that the commercial improvements can bring to the City, the City and Developer desire to enter into this Agreement; and

**WHEREAS**, the City desires to offer certain development incentives to the Developer as allowed by Missouri law to promote the local economic development and stimulate business and commercial activity in the City; and

**WHEREAS**, the Board of Alderman for the City has determined that by entering into this Agreement, the potential economic benefits that will accrue to the City under the terms and conditions of this Agreement are consistent with the City's economic development objectives and that construction and continuous operation of the commercial improvements will further the goals for positive growth in the City. In addition, the Board of Aldermen has determined that the incentives as set forth herein are appropriate means to achieve the construction and operation of the commercial improvements, which the Board of Aldermen has determined are necessary and desirable, and that the potential economic benefits that will accrue to the City pursuant to the terms and conditions of this Agreement are consistent with the City's economic development objectives.

### THE CITY AND THE DEVELOPER MUTUALLY AGREE TO THE FOLLOWING TERMS AND CONDITIONS

1. **Definitions**: The following terms are hereby defined for purposes of this Agreement:

- a. **"Affiliate"** means all entities, incorporated or otherwise, under common control with, controlled by or controlling the Developer. For purposes of this definition, "control" means fifty percent (50%) or more of the ownership determined by either value or vote.
- b. **"Agreement"** means this Economic Incentives Development Agreement, together with all exhibits or schedules attached to the Agreement from time to time.
- c. **"Commercial Improvements"** means the planned Best Western Plus hotel facility located on the Subject Property as shown Exhibit "A" attached hereto and made part hereof by reference. Commercial Improvements would include any retail operations conducted in the hotel building (such as a restaurant by way of example only) and any building physically attached to the hotel facility (such as a restaurant by way of example only) so long as such retail operations are owned by the Developer or an Affiliate of the Developer. Commercial Improvements does not include any future detached retail operations on the Subject Property.

Commercial Improvements does not include any retail operations in or physically attached to the hotel building that are not owned by the Developer or an Affiliate of the Developer.

- d. "Construction Costs" means construction costs (including materials and labor) directly expended by the Developer for the Public Benefits Improvements, and additionally will include amounts equal to the finance charges (interest and fees), if any, paid by the Developer to service any financing obtained by the Developer to cover the costs of the Public Benefits Improvements.
- e. "Developer" means Vineyard Hospitality, LLC, Pinecone Holdings, LLC and Thane Kifer, individually, or their successor or assigns.
- f. "Local Sales Tax" means the City's local portion, allocated to the City's general fund, that is received on all taxable sales occurred from the Commercial Improvements.
- g. "Public Benefits Improvements" means any physical infrastructure (including but not necessarily limited to streets and roads, water/sewer lines and connections, sidewalks, traffic signs and signals, trails, etc.) or other physical improvements (including by way of example only a public civic center) that are constructed to completion during the term of this Agreement to City required specifications as exist at the time of construction of the same and that are ultimately accepted by the City for the City's obligation to operate and maintain.
- h. "Sales Tax Revenue" means the available Local Sales Tax, such as that presently in effect, as may be amended, resulting from sales taxes received by the City and collected by the Developer on sales transacted on the Commercial Improvements.

**2. Term of Agreement:** The term of this Agreement will begin on the date that this Agreement has been executed by all parties hereto, and will continue for a term of one (1) year thereafter; provided that this Agreement may be renewed for additional terms by the agreement of both parties for successive periods of no longer than one (1) year at a time, and further provided that in any event this Agreement will not be renewed more than twenty-four (24) times after the initial term.

**3. Developer Obligations:**

- a. Construction of Commercial Improvements: Developer will commence the construction of the Commercial Improvements at the Subject Property and will have obtained a building permit for the same on or before December 31, 2018. Developer in good faith represents that the anticipated completion of the Commercial Improvements and application for certificate of occupancy will be on or before December 31, 2020, subject to normal construction delays and delays that are not yet anticipated by the Developer.
- b. Construction of Mandatory Public Benefits Improvements: Developer will, in conjunction with and contemporaneously with the construction of the Commercial Improvements (and any other future construction at the Subject Property during the term of this Agreement that will be built by the Developer), construct any Public Benefits Improvements that are required as mandatory pursuant to state, federal or local law or regulation at Developer's cost. Upon payment of such costs, the Developer will itemize and certify the Construction Costs for such improvements and will deliver the same to the City Clerk. Upon filing of the itemized and certified Construction Costs with the City Clerk, and upon the acceptance of the completed Public Benefits Improvements by the City, such costs will be eligible for repayment through Sales Tax Revenues to the extent as provided for in this Agreement. It is understood by the parties that Public

Benefits Improvements will be done in phases, and that any single Public Benefits Improvement will be "complete" upon completion of construction and acceptance by the City.

- c. Construction of Optional Public Benefits Improvements: Developer may, at any time during the term of this Agreement, propose for construction non-mandatory Public Benefits Improvements at the Subject Property for consideration by the City for acceptance. In order for the costs of any non-mandatory Public Benefits Improvements to be eligible for repayment through Sales Tax Revenues, the Developer must notify the City of its plans for such improvements along with the reasonably anticipated and estimated costs for such improvements and the City must affirmatively vote to accept such improvements by ordinance. Thereafter, the Developer may construct the improvements at the at Developer's cost. Upon payment of such costs, the Developer will itemize and certify the Construction Costs for such improvements and will deliver the same to the City Clerk. Upon filing of the itemized and certified Construction Costs with the City Clerk, and upon the acceptance of the completed Public Benefits Improvements by the City, such costs will be eligible for repayment through Sales Tax Revenues to the extent as provided for in this Agreement. It is understood by the parties that Public Benefits Improvements will be done in phases, and that any single Public Benefits Improvement will be "complete" upon completion of construction and acceptance by the City.
- d. Performance Bond or Letter of Credit for Public Benefits Improvements: As to all Public Benefits Improvements that will be accepted by the City (either because they are required by the City or optional by ordinance), the Developer will post a Performance Bond or provide a Letter of Credit (LOC) (or both) in a total amount approved by the City's Public Works Director, with performance bonds to be in a form approved by the City Attorney that will be conditioned upon the Developer's completion of the improvements described therein and within time limits therein imposed.

If a LOC is issued in conjunction with a Performance Bond; and further if the term for the LOC is initially less than the time for performance of the Developer's obligations (whether as stated herein or by extension, if any, agreed upon by the parties); and further if it appears to the City that the LOC cannot or will not be renewed by the issuing party, then the City reserves the right to require the issuance of a new Performance Bond secured by a separate Surety (to be approved by the City) prior to the expiration of the LOC. In the event that the Developer fails to provide such new Performance Bond upon the demand of the City and with sufficient time to allow the City to collect on the LOC, then the City may accelerate the deadline for Developer's performance under this Agreement to five (5) days prior to the last date that the City can collect on the LOC; and the City may thereafter collect on the LOC as though the Developer has defaulted on this Agreement in the event that the Developer fails to complete its obligations under this Agreement prior to the accelerated deadline.

- e. Completion of Public Benefits Improvements: The City may withhold any permits (including occupancy permits) for any improvement on the Subject Property (including the Commercial Improvements) until all then scheduled Public Benefits Improvements have been completed. Upon completion of any Public Benefits Improvements in strict accordance with the provisions of this Agreement, Developer will dedicate the same, without cost, to the City, and City will thereupon assume their upkeep and maintenance. Developer will also assign to City upon request at any time after acceptance, all rights or causes of action that the Developer may have against any third parties for faulty workmanship or materials, or if Developer (either personally or through agents or employees) construct the same or furnish any materials used in such construction, will repair and correct any defects in labor or materials for a period of one year after completion and acceptance.



#### 4. City's Obligations:

- a. City Fees: The City will waive all City building and construction fees for the Commercial Improvements. "Fees" for purposes of this paragraph will include permit fees, plat review fees, capacity fees, and City inspection fees. The City will also waive connection fees, as applicable, for connection to the City's water and sewer system for the Commercial Improvements.
- b. Assistance with Lines, Extensions, and Hydrants: The City's Public Works Department will assist the Developer with water line extensions and hydrants, and for sewer line relocation upon Developer's request at the site on the Subject Property allocated for the Commercial Improvements, so long as such requested matters are within the capacity of the City's Public Works Department to handle both in terms of qualification of personnel and availability of personnel and availability of proper equipment and tools. As such, the City does not warrant that it will have personnel qualified to handle all issues that may arise with the matters set forth above, and the City further reserves the right at its sole discretion to pass on any work that is designated by the City's Public Works Director as being outside of the City's capacity to handle in terms of either available equipment and tools, personnel qualifications, or personnel capacity. Notwithstanding the foregoing provisions, the City will use good faith in determining the capacity and availability of the Public Works Department as to requested work, and the City will not unreasonably decline to perform.

The City further acknowledges that the work contemplated herein would include the straightening of an existing diagonal sewer line on the Subject Property.

- c. Recruitment of Commercial Enterprises and Recurring Visitors: The City will look into and consider additional recruitment activities for the purpose of enticing additional commercial enterprises (with a focus on recognized restaurant chains) to locate retail operations at the Subject Property. Likewise, the City will look into and consider additional recruitment activities for the purpose of enticing tourism and recurring visitors to the City (with one focus on bringing in regional sports tournaments at City sports facilities). The City will use its own sole discretion as to the methods to be used and the City will not be obligated to spend any certain amount of money, it being understood that the City will study and consider available means to entice commercial enterprise and recurring visitors.
- d. Study and Consideration of Local Hotel/Motel Taxes: The City will study and consider the availability and feasibility of local hotel/motel taxes. The City is under no obligation to pass or to even propose a hotel/motel tax pursuant to this Agreement; however, the City will study and consider the feasibility of the same and will use its own sole discretion as to the methods to be used to accomplish the same.
- e. Local Sales Tax Rebate: The City will provide a rebate to the Developer equivalent to 100% of Sales Tax Revenues generated, and actually received by the City, from the Commercial Improvements for the sole purpose of reimbursement to the Developer of the Construction Costs of Public Benefits Improvements at the Subject Property. The City will pay the rebates quarterly based upon the actual Sales Tax Revenues received by the City as reflected in the sales tax reports received from the State of Missouri, and the City will be solely responsible for determining and confirming the amount of the rebate, subject to cooperation from the Developer if necessary to obtain such information. The rebate will be paid within sixty (60) days of the last report being provided to the City Clerk for the preceding applicable quarter. The total value of the rebate in this paragraph may equal but will not exceed the amount of Construction Costs for

the Public Benefits Improvements actually expended by the Developer during the term of this Agreement.

The rebate as provided above will be paid to the entity or individual as the case may be (i.e. Vineyard Hospitality, LLC, Pinecone Holdings, LLC, or Thane Kifer) that actually expends the costs of a given Public Benefits Improvement.

Subject to the annual appropriations limitations as set forth below, the terms of this paragraph will survive the final renewal term of this Agreement until such time as the Developer has recouped the amount of Construction Costs for the Public Benefits Improvements actually expended by the Developer during the term of this Agreement.

The Developer agrees to cooperate with the City and to otherwise complete any documentation, if any, necessary for the State of Missouri to release sales tax information pertaining to the Commercial Improvements before operations begin at the Commercial Improvements and during the term of this Agreement.

Notwithstanding any of the foregoing provisions, it is understood that the City's obligation to rebate Sales Tax Revenue as set forth above is from year-to-year only, and the City's obligation is subject to annual appropriation by the City's Board of Aldermen. The Developer assumes all risk associated the possibility of the discontinuation of Sales Tax Revenue rebates after any given year notwithstanding the fact that the Developer may not have recaptured all of its Construction Costs. The City will use good faith in considering future renewals and annual allocations of this Agreement.

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

**6. Relationship Between City and Developer:** It is expressly understood and agreed that the Developer (and Developer's employees, agents, and contractors) will not operate as an independent contractor or as an agent, representative or employee of the City. Developer will have the exclusive right to control all details and day-to-day operations relative to the Commercial Improvements, Subject Property and improvements thereon and will be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees in connection therewith. Developer acknowledges that the doctrine of *respondeat superior* will not apply as between the City and Developer, its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. Developer further agrees that nothing in this Agreement will be construed as the creation of a partnership or joint enterprise between the City and Developer.

**7. Indemnification:** Developer, at no cost to the City, agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless against any and all claims, lawsuits, actions, costs and expenses of any kind, including, but not limited to, those for property damage or loss (including alleged damage or loss to Developer's business and any resulting lost profits) and/or personal injury, including death, that may relate to, arise out of or be occasioned by (i) Developer's breach of any of the terms or provisions of this Agreement; or (ii) any act or omission or intentional misconduct of Developer, its officers, agents, associates, employees, contractors (other than the City, or its employees, officers, agents, associates, contractors or subcontractors), or subcontractors due or related to or arising from the Commercial Improvements and any operations and activities on the Subject Property or otherwise to the performance of this Agreement.

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

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

and if intended for the Developer addressed as follows:

Vineyard Hospitality, LLC  
P.O. Box 1063  
Bolivar, MO 65613

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

9. **Breach and Early Termination:** Unless specified otherwise in this Agreement, a party will be in default of this Agreement if such party breaches any term or condition of this Agreement and such breach remains uncured after thirty (30) calendar days following receipt of written notice from the other party of such breach (or such additional amount of time as the parties have mutually agreed to in writing), the non-breaching party will have the right to terminate this Agreement immediately by providing written notice to the breaching party.

10. **Authorized Employees:** Developer 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. Developer 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, and that its employees are lawfully eligible to work in the United States.

11. **Prevailing Wages:** To the extent required under the State of Missouri's prevailing wages laws for public works contracts, §§ 290.210 *et seq.*, the parties stipulate that the Developer is responsible for ensuring that not less than the prevailing hourly rate of wages shall be paid to all workmen performing work on the Subject Property for any work for which such prevailing wages would be applicable, if any.

12. **Assignment:** Developer may at any time assign, transfer or otherwise convey any of its rights or obligations under this Agreement to an Affiliate without the approval of the City so long as the Developer, the Affiliate and the City (which approval will not be unreasonably withheld or denied), first execute an agreement under which the Affiliate agrees to assume and be bound by all covenants and obligations of Developer under this Agreement. The Developer may also assign its rights and obligations under this Agreement to a financial institution or other lender for purposes of granting a security interest in the Commercial Improvements or Subject Property, provided that such financial institution or other lender first executes a written agreement with the City governing the rights and obligations of the City, Developer and the financial institution or other lender with respect to such security interest. Otherwise, the Developer may not assign, transfer or otherwise convey any of its rights or obligations under this Agreement to any other person or entity without the prior consent of the City's Board of Aldermen, which



consent will not be unreasonably withheld, conditioned or delayed, so long as: (i) the prior approval of the assignee or successor and a finding by the City's Board of Aldermen that the proposed assignee or successor is financially capable of meeting the terms and conditions of this Agreement; and (ii) prior execution by the proposed assignee or successor of a written agreement with the City under which the proposed assignee or successor agrees to assume and be bound by all covenants and obligations of Developer under this Agreement. Any attempted assignment without the City's Board of Aldermen prior consent will constitute a breach and be grounds for termination of this Agreement following receipt of written notice from the City to Developer. Any lawful assignee or successor in interest of Developer of all rights under this Agreement will be deemed "Developer" for all purposes under this Agreement.

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

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

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

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

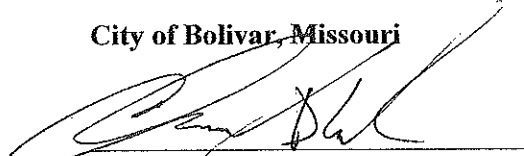
**17. No Third-Party Beneficiaries:** There are no third-party beneficiaries to this Agreement. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either party.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

City of Bolivar, Missouri


  
Christopher Warwick, Mayor

5/3/17  
DATE



5-3-17.  
DATE

Signature of Developer, or Developer's Agent

  
Vineyard Hospitality, LLC

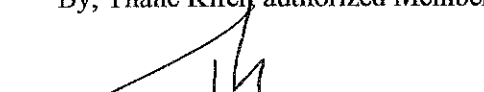
5-1-2017  
DATE

By, Thane Kifer, authorized Member

  
Pinecone Holdings, LLC

5-1-2017  
DATE

By, Thane Kifer, authorized Member

  
Thane Kifer

5-1-2017  
DATE

## AGREEMENT FOR HAY CULTIVATION

This Agreement for Hay Cultivation (hereinafter referred to as the "Agreement") is made and entered into this 24 day of October, 2018, between the City of Bolivar, Missouri (hereinafter referred to as the "City"), and Seremy McCarthy (hereinafter referred to as the "Independent Contractor").

**Purpose.** The purpose of this Agreement is to obligate the Independent Contractor to provide services as specified herein, and to do so in accordance with the terms hereof; and to otherwise establish their respective obligations to one another with respect to the services of the Independent Contractor and compensation.

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

**1. General Scope of the Services Provided and Description of Services:** During the term of this Agreement, the Independent Contractor shall generally perform the services described herein, to-wit: The Independent Contractor will cultivate all hay crops on that certain real estate owned by the City and more particularly described as follows: ALL THAT PART OF THE BOLIVAR MUNICIPAL AIRPORT PROPERTY THAT IS NOT USED FOR AIR OPERATIONS, INCLUDING SKYDIVING ACTIVITIES, OR REGULARLY MOWED BY THE CITY OR ITS CONTRACTORS. (hereinafter referred to as the "Subject Property").

**2. Term of Agreement:** The initial term of this Agreement will begin on the date that this Agreement has been executed by all parties hereto and will end at midnight on November 30, 2023.

**3. Consideration for Agreement:** The City will allow the Independent Contractor to retain the benefits of and remove all hay cultivated on the Subject Property during the term of this Agreement for the sole benefit of the Independent Contractor. In addition to the other provisions of this Agreement, the Independent Contractor may undertake to fertilize the Subject Property. The City will not be under any obligation to compensate the Independent Contractor in any way other than to allow the Independent Contractor to retain all benefits of the hay cultivated from the Subject Property.

Independent Contractor will make an annual lump sum payment to the City as follows:

- a) \$ 7001.00 due and payable on or before August 1, 2019; and
- b) \$ 7001.00 due and payable on or before August 1, 2020; and
- c) \$ 7001.00 due and payable on or before August 1, 2021; and
- d) \$ 7001.00 due and payable on or before August 1, 2022; and
- e) \$ 7001.00 due and payable on or before August 1, 2023; and

**4. Specific Obligations of Independent Contractor:** The parties agree and stipulate that the hay will be taken in accordance with the following terms and conditions:

- a) During each calendar year of this Agreement, Independent Contractor must take the first cutting of hay during the period of May 1 and June 15 from all unimproved real property that can produce a hay crop. During each calendar year of this Agreement, all first



cutting hay must be cut, baled and all bales removed by June 15 from all unimproved real property that can produce a hay crop or the Independent Contractor's right to the first cutting will be forfeited.

- b) During each calendar year of this Agreement, Independent Contractor must take second cutting of hay from all unimproved real property that can produce a hay crop during the period of October 1 and October 31. During each calendar year of this Agreement, all second-cutting hay must be cut, baled and all bales removed from all unimproved real property that can produce a hay crop by **October 31** or the Independent Contractor's right to the second cutting will be forfeited.
- c) During each calendar year of this Agreement, Independent Contractor shall brush hog all forage that is not cut for hay, less areas typically maintained by City during the month of October.
- d) Independent Contractor shall not store hay bales or haying and mowing equipment on the Subject Property.
- e) Independent Contractor shall not leave any bales at either end of the City of Bolivar Municipal Airport runway during hay cultivation. Bales should be removed immediately in this area.
- f) Independent Contractor shall not cross, or otherwise enter upon, the City of Bolivar Airport runways with any haying or mowing equipment. Independent Contractor may cross Airport taxiways with haying or mowing equipment only after receiving permission from the Airport FBO or the City Administrator (or designee).
- g) Independent Contractor shall only access the Subject Property on the east or south sides of the property; and shall keep all access gates locked except when accessing the property.
- h) Independent Contractor may fertilize the Subject Property as required in the discretion of the Independent Contractor and in accordance with good agricultural practices in order to maintain a thick, healthy stand of grass. Independent Contractor shall manually remove all noxious weeds or may chemically remove them with the prior consent of the City Administrator.
- i) Sludge hauling is a priority of the City and sludge may be applied to the Subject Property at any time deemed necessary at the sole discretion of the City.

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



2405 Grand Boulevard, Suite 1100  
Kansas City, Missouri 64108-2521

(816) 221-1000 / (816) 221-1018 FAX / gilmorebell.com

May 16, 2019

Natalie Scrivner, MPCC, MMC  
Finance Director  
City of Bolivar, Missouri  
345 S. Main Avenue  
Bolivar, Missouri 65613

Re: Disclosure Compliance Services Proposal

Dear Ms. Scrivner:

Thank you for your interest in Gilmore & Bell, P.C.'s ("**Gilmore & Bell**" or the "**Firm**")'s disclosure compliance services. The Firm is pleased to submit this post-issuance disclosure compliance services proposal (the "**Engagement**") to the City of Bolivar, Missouri (the "**City**"). The purpose of this Engagement is to set forth certain matters concerning the services Gilmore & Bell will perform to assist the City in meeting its continuing disclosure obligations in accordance with federal securities laws. If the City accepts this Engagement, Gilmore & Bell will perform such services in consideration of the mutual covenants and terms of this Engagement.

#### SCOPE OF ENGAGEMENT

It is our understanding that the municipal securities listed on **Exhibit A** are the outstanding municipal securities of the City subject to a continuing disclosure undertaking. Gilmore & Bell will assist the City in meeting its continuing disclosure obligations with respect to the municipal securities identified on **Exhibit A** and any municipal securities issued during the term of this Engagement with respect to which the City is an obligated person under a continuing disclosure undertaking (together, the "**Bonds**") by providing the following services, beginning with the City's fiscal year ended December 31, 2018:

- Review the continuing disclosure agreements/undertakings for the Bonds (the "Disclosure Agreements") and determine the operating data and financial information required to be disclosed by the City on an annual basis;
- Provide the City with an annual reminder of the upcoming annual report filing date;
- Provide the City annually with a memorandum listing material events requiring additional disclosure;
- Draft the City's annual report and assist the City in updating, as of the end of each fiscal year, the appropriate operating data and summary financial information;
- Submit the City's annual report to the MSRB, via EMMA. If the City's annual report is not available as of the report filing date, file the appropriate notice required under the Disclosure Agreements; and
- Provide the City confirmation that the annual report has been submitted to the MSRB.



By acceptance of the terms of this Engagement, the City is confirming Gilmore & Bell's appointment as a designated agent for the sole purpose of submitting to the MSRB, via EMMA, annual reports, event notices, and other materials furnished by the City.

The content of the financial information and operating data to be included in each annual report is solely the responsibility of the City. Gilmore & Bell is not responsible for the accuracy or completeness of the information contained in any annual report. Gilmore & Bell will not undertake a "due diligence" review of the City, its operations or its financial condition in connection with the performance of these services. Such a review is outside the scope of our limited Engagement described in this Engagement.

This Engagement does not include a review of the City's past continuing disclosure compliance or preparation or submission of any filings which may have been due prior to this Engagement.

In addition, this Engagement only relates to the City's annual reporting obligations pursuant to contractual obligations of the City. As such, it does not include analysis or advice related to whether an event notice is required to be filed pursuant to the Disclosure Agreements, including materiality analyses.

### **POINT OF CONTACT**

Gilmore & Bell will provide the necessary attorneys, disclosure analysts, legal assistants and administrative support to perform the services under this Engagement. A Gilmore & Bell disclosure analyst will contact the City in advance of the annual filing deadline to begin the process of completing the annual report. Initially, Gilmore & Bell's primary point of contact at the City for this Engagement will be as follows:

Natalie Scrivner, MPCC, MMC  
Telephone: (417) 326-2489 ext. 5801  
Email: NScrivner@bolivar.mo.us

The City will notify Gilmore & Bell if it wishes to change the primary point of contact for this Engagement.

### **FEES**

Gilmore & Bell's fee for providing the services pursuant to this Engagement is \$1,500 per year (for an aggregate amount of \$7,500 for the five-year contract term). The City may pay the fee annually or may make an advance payment of the full or any remaining aggregate amount upon execution or at any time during the term of this agreement. If paid annually, the annual fee will be payable upon confirmation that the City's annual filing, or other appropriate notice, has been submitted to the MSRB. If the City pays the aggregate amount upon execution of the proposal, or any remaining aggregate amount at a later date during the contract term, the aggregate fee will be deposited to a special trust account maintained by Gilmore & Bell for client fees held as a retainer. The portion of the aggregate fee held as retainer will be earned and disbursed to Gilmore & Bell's general operating account upon confirmation that the City's annual filing, or other appropriate notice, has been submitted to the MSRB at a rate of \$1,500 per year, unless this Agreement is otherwise terminated by either party as described in this Engagement. No interest will be paid on funds held in this special trust account. All earnings attributable to the investment of amounts within this account are disbursed to a charitable foundation as required by the State bar association. In addition, Gilmore & Bell expects to be reimbursed for all out-of-pocket third-party expenses made on the City's behalf.

## **FURNISHING OF INFORMATION**

Gilmore & Bell will request the information required by the Disclosure Agreement from the City within a reasonable time prior to the filing date and will work closely with the City to gather such information. The City hereby agrees to timely provide all information requested by Gilmore & Bell. In addition, the City acknowledges that if all information required to be included in the annual report is not provided to Gilmore & Bell at least three (3) business days before the filing date set in the Disclosure Agreement, we cannot guarantee that the annual report will be timely filed.

## **TERM OF ENGAGEMENT; TERMINATION**

The initial term of this Engagement shall be from the date below through June 30, 2023. This agreement may be terminated at any time by either party with 30 days written notice to the other party. Upon termination of this agreement, the City will pay all unpaid fees and expenses for services performed prior to the time of termination.

## **ATTORNEY-CLIENT RELATIONSHIP; CONFLICTS**

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us with respect to this Engagement. Our services pursuant to this Engagement are limited to those contracted for in this letter; the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Gilmore & Bell does not provide investment advice, advice relating to any municipal financial products or financial advice relating to the issuance of municipal securities, and nothing contained in this Engagement or any services provided by Gilmore & Bell under this Engagement shall constitute advice to the City with respect to municipal financial products or the issuance of municipal securities (other than legal advice), all within the meaning of Section 15B(e) of the Securities Exchange Act of 1934, as amended.

Gilmore & Bell represents many political subdivisions, underwriters and others in public finance transactions. It is possible that during the time that we are representing the City under this Engagement, one or more of our present or future clients will have transactions with the City. We do not believe any such representation will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the scope of this Engagement so as to make such representations not adverse or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of this Engagement. In the future, if we believe a conflict may exist, then after consulting with you, we would certainly cooperate with the City in resolving the issue.

## CONCLUSION

If the foregoing terms are acceptable to the City, please return a signed copy of this Engagement letter to me and retain a copy for your files. The offer to perform the services described in this Engagement expires 60 days from the date first shown above and no Engagement will commence unless and until we receive a copy signed by the City within such timeframe. Thank you again for your interest in our disclosure compliance services and we look forward to working with you.

Very truly yours,



E. Sid Douglas III

ESD:emw

cc: Bill Burns  
Greg Deschler

Acknowledged and Agreed as of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF BOLIVAR, MISSOURI**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A**

### **LIST OF MUNICIPAL SECURITIES**

- \$4,775,000 City of Bolivar, Missouri Taxable Certificates of Participation (Build America Bonds – Direct Pay), Series 2010B



345 S. Main Ave, PO Box 9, • Bolivar, Missouri 65613  
Telephone (417)326-2489 • Fax (417) 777-3212  
[www.bolivar.mo.us](http://www.bolivar.mo.us)

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8 Copiers throughout the Departments of the City:

Current Monthly Average: \$2,034.00

New Monthly: \$1,690.00

Lease would be through Canon Financial Services for 5 years ~ price does not increase for term of lease. Included: any parts, labor, replacement toner & four desktop scanners.

\*Canon Financial is a member of the Missouri Buys, State Bid List.





**CANON FINANCIAL SERVICES, INC. ("CFS")**  
Remittance address: 14904 Collections Center Drive  
Chicago, Illinois 60693 Phone: (800) 220-0200

## LEASE AGREEMENT

One-Page Agreement for Transactions Under \$150,000 CFS-1122 (08/16)

CFS' AGREEMENT  
NUMBER:

COMPANY LEGAL NAME

City of Bolivar

BILLING ADDRESS

P.O. Box 9

EQUIPMENT ADDRESS

345 S Main Ave

DBA

CITY

Bolivar

CITY

Bolivar

COUNTY

Polk

COUNTY

Polk

PHONE

(\*Customer\*) 417-328-5808

STATE

MO

STATE

MO

ZIP

65613

ZIP

65613

### EQUIPMENT INFORMATION

Quantity	Serial Number	Make/Model/Description	NUMBER AND AMOUNT OF PAYMENTS
8		IR ADV C55401 III	Number of Payments: 60 Payment Amount: 1689.59

Term In months:

Number of Payments in Advance:

Total Amount Due At Signing \*:

60

na

na

Payment Frequency: ☒ Monthly ☐ Quarterly ☐ Other:

End of Term Purchase Option: ☒ Fair Market Value ☐ \$1.00 ☐ Other: (\$ or %)

\* Plus Applicable Taxes (estimated)

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED BY CANON FINANCIAL SERVICES, INC.

By: _____	By: _____	Title: _____
Title: _____	Printed Name: _____	Email address: _____
Date: _____	Tax ID# _____	If proprietor, DOB: _____

### ACCEPTANCE CERTIFICATE

To: Canon Financial Services, Inc. ("CFS")  
Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Title (if any): \_\_\_\_\_ Date: \_\_\_\_\_

### TERMS AND CONDITIONS

1. AGREEMENT: CFS leases to Customer, a \_\_\_\_\_ organized under the laws of the State of \_\_\_\_\_, with its chief executive office at \_\_\_\_\_

and Customer leases from CFS with its place of business at 158 Gaither Drive, Suite 200, Mt Laurel, New Jersey 08054, all the equipment described above ("Equipment"). This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or provides to CFS other written confirmation of its acceptance of the Equipment, which shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of the Agreement. The term of this Agreement begins on the date accepted by CFS or any later date CFS designates ("Agreement Date") and shall consist of the payment period specified above, any interim period, and any renewal periods. If Customer has not, within 10 days after delivery of the Equipment, delivered to CFS written notice of non-acceptance of any of the Equipment, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted the Equipment. After acceptance of the Equipment, Customer shall have no right to cancel this Agreement, revoke acceptance or return the Equipment to CFS prior to the end of the scheduled term of this Agreement for any reason whatsoever.

2. PAYMENTS: Customer shall pay CFS the payments specified under "Number and Amount of Payments" above and such other amounts permitted hereunder as invoiced by CFS ("Payments"). Customer shall also pay CFS an interim payment in an amount equal to 1/30th of the monthly amount of the Payment multiplied by the number of days between the Effective Date and the Commencement Date ("Interim Period"), as determined by CFS. A late payment fee equal to the greater of 10% of the late amount or \$25 will be due if a Payment is late. This lease is a net lease. Payments shall be made without set-off or deduction, even if the Equipment malfunctions. Customer authorizes CFS to adjust the Payment and End of Term Purchase Option ("Purchase Option") herein by up to 15% if the actual total cost of the Equipment, including any sales or use tax, is more or less than originally estimated. Customer (a) shall pay an \$85 documentation fee, and (b) agrees to pay any applicable taxes (including personal property tax), expenses, charges and fees imposed upon CFS or Customer with respect to the Equipment, the Payments, or Customer's performance or non-performance hereunder and shall reimburse CFS for the same plus processing fees (collectively, "Costs"). Customer agrees that CFS may in its sole discretion apply, but shall not be obligated to apply, any amount paid in advance to any amount due or to become due hereunder, and in no event shall any amount paid in advance earn interest except where required by applicable law.

3. NAME; OFFICES: Customer's legal name (as set forth in its constituent documents), chief executive office address and jurisdiction of organization are as set forth herein. Customer shall provide CFS written notice at least 30 days prior to any change of its legal name, chief executive office address or its form of organization (including its jurisdiction of organization), and shall execute and deliver to CFS such documents as required or appropriate.

4. WARRANTIES: CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT, AND AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CFS HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING SPECIFICALLY ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CFS shall not be liable for consequential, special, indirect or punitive damages. Any warranty related to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement, and CFS assigns to Customer any warranties agreed between Customer and the manufacturer, dealer, or supplier. Customer acknowledges and agrees that the supplier or dealer is not an agent of CFS and is not authorized to waive or alter any term of the Agreement, or make any representation or warranty with respect to this Agreement or the Equipment on behalf of CFS. Customer warrants that the Equipment will not be used for personal, family or household purposes.

5. LIENS; MAINTENANCE; ALTERATIONS; LOSS: Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer shall keep and maintain the Equipment in good working order and shall, at its expense, supply and install replacement parts and accessories when required to maintain the Equipment. Any such changes or substitutions shall be the property of CFS and shall be deemed Equipment. Effective upon delivery to Customer, Customer shall (a) bear the entire risk of any loss, theft, or damage to the Equipment, and (b) during the term hereof, including renewals and extensions, keep the Equipment insured with CFS as lessor payee. If Customer fails to provide proof of insurance, CFS may, but is not required to, obtain insurance covering CFS' interests, and charge Customer for the costs of such insurance, and an administrative fee. CFS and any affiliate may make a profit on the foregoing. No such loss, theft, or damage shall relieve Customer of any obligation hereunder.

6. DEFAULT: If Customer fails to pay any amount due to CFS, CFS will have the right to exercise any one or all of the following remedies in any order: (a) require Customer to immediately pay all unpaid Payments hereunder (whether or not then due), the Purchase Option amount and any other Costs (collectively, "Remaining Lease Balance"), (b) terminate any and all agreements with Customer, (c) repossess the Equipment, (d) sell the Equipment and recover the amount by which the Remaining Lease Balance exceeds the net amount CFS received from such sale, and/or (e) pursue any other remedy permitted at law or in equity. CFS (f) may sell the Equipment after preparing it or not, (g) may disclaim warranties of title and the like, and (h) may comply with applicable law, and these actions shall be deemed commercially reasonable. In the event the Equipment is not available for sale, the Customer shall be liable for the

Remaining Lease Balance. Customer shall reimburse CFS for its out-of-pocket costs and expenses incurred in enforcing this Agreement and exercising its remedies, including reasonable fees and expenses of attorneys and collection agencies. Any other default hereunder shall entitle CFS to all remedies available at law and equity. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default. Customer will also pay for CFS' reasonable collection and other costs which, in the case of a court action, 25% of the total amount sought shall be deemed reasonable.

7. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT, NOR SHALL CUSTOMER SUBLET OR LEND ANY ITEM OF EQUIPMENT. CFS may pledge or assign this Agreement. If CFS assigns this Agreement, the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations, and the rights of the assignee will not be subject to any claims, defenses, or setoffs that Customer may have against CFS.

8. PURCHASE OPTION: (A) END OF TERM PURCHASE OPTION. At the end of any term, Customer shall give CFS 60 days' irrevocable prior written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the Purchase Option plus any Costs. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon 60 days' irrevocable prior written notice, purchase all the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value plus Costs. "Fair Market Value" shall be CFS' retail price when Customer purchases the Equipment. Equipment purchases shall be "AS-IS WHERE-IS" without warranty, except for title.

9. RENEWAL; RETURN: This Agreement automatically renews under the same terms and conditions on a month-to-month basis if Customer fails to give CFS 60 days' prior written notice of its intent to purchase or return the Equipment before the end of any term. Unless this Agreement automatically renews or Customer purchases the Equipment, Customer shall return the Equipment on the day the Agreement terminates in good operating condition, ordinary wear and tear resulting from proper use excepted, at Customer's sole cost and expense to a location specified by CFS, and shall reimburse CFS for any costs incurred to place the Equipment in good operating condition. CFS may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment.

10. DATA: Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. Neither CFS nor any of its affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should: (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the Hard Disk Drive (HDD) (or comparable) formatting function (which may be referred to as "Initialize All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Canon dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer and CFS applies, or could be construed to apply to Data.

11. UCC: Customer authorizes CFS to file any form of financing or continuation statements and amendments thereto. THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522. If this Agreement is determined not to be a true lease, Customer grants CFS a security interest in the Equipment.

12. MISCELLANEOUS: THIS AGREEMENT SHALL BE GOVERNED BY NEW JERSEY LAW. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN A COURT LOCATED IN THE COUNTY OF BURLINGTON OR CAMDEN, NEW JERSEY, PROVIDED THAT CFS AT ITS SOLE OPTION MAY BRING ANY SUCH ACTION IN A COURT WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER AND CFS IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS. CFS may accept a facsimile or other electronic transmission of this Agreement and Acceptance Certificate as an original. Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment, both before and after termination of this Agreement. CFS may insert missing or correct other information, including the Equipment's description, serial number, and location, and connections to Customer's legal name; otherwise this Agreement embodies the entire agreement.

### PERSONAL GUARANTEE

The undersigned absolutely, irrevocably and unconditionally, jointly and severally, guarantee to CFS all payments and other obligations under this Agreement. This is an absolute and continuing guaranty. SECTION 12 ABOVE SHALL APPLY TO THIS PERSONAL GUARANTEE. The undersigned waives any right to require any action against Customer or any other party before enforcing this Personal Guaranty.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ (no title) Date: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_





# COPIER / PRINTER MAINTENANCE AGREEMENT

3348 E Cherry St, Springfield, MO 65802 - 417.831.6400

BILL TO CUSTOMER INFORMATION:				SHIP TO CUSTOMER INFORMATION:			
COMPANY NAME City Of Bolivar				COMPANY NAME City Of Bolivar			
ADDRESS LINE 1 PO Box 9				ADDRESS LINE 1 345 S. Main Ave			
ADDRESS LINE 2				ADDRESS LINE 2 P.O. Box 9			
CITY Bolivar	STATE MO	ZIP CODE 65613		CITY Bolivar	STATE MO	ZIP CODE 65613	
PHONE # (417) 328-5808	EMAIL phenderson@bolivar.mo.us			PHONE #	EMAIL phenderson@bolivar.mo.us		
CONTACT NAME Paula Henderson		FAX #		CONTACT NAME Paula Henderson		FAX # (417) 777-7943	
BILL TO ACCOUNT # 35385300		PURCHASE ORDER #		SHIP TO ACCOUNT # 35385300			
SALES REP Brett Blacksten		TERRITORY #	ORDER DATE	BEGINNING DATE	ADD TO EXISTING TANDEM NUMBER		

EQUIPMENT COVERED:	SERIAL #	ID	BEGINNING METER	COMMENTS
See Schedule A				

**SERVICE PLANS:**

☒ **SERVICE PLAN 1** - Coverage includes all parts, labor, photoconductors or imaging units and all consumable supplies. Excludes staples, binding materials, paper, memo tape, punch die and MICR toner.

☐ **SERVICE PLAN 1A** - Coverage includes all parts, labor, photoconductors or imaging units and all consumable supplies, including Staples. Excludes binding materials, paper, memo tape, punch die and MICR toner.

☐ **SERVICE PLAN 2** Coverage includes all parts, labor and photoconductors.

This Agreement does not cover damage due to lightning or power surges. A lightning/surge suppressor that provides such protection is recommended.

**ALL INFORMATION IN THIS AREA IS REQUIRED: DCA / Meter Collection**

☒ **1 Same as Above**  
Print Fleet Installation IT Contact Name \_\_\_\_\_ Contact Phone \_\_\_\_\_ Contact Email \_\_\_\_\_

☒ **2 AUTO TONER FULFILLMENT** ☒ YES ☐ NO **UPON SUCCESSFUL INSTALLATION OF A DCA AGENT**

☒ **3 Same as Above**  
Meter Read Contact Name \_\_\_\_\_ Contact Phone \_\_\_\_\_ Contact Email \_\_\_\_\_

☐ **4**  
Print/Releaf Contact Name \_\_\_\_\_ Contact Phone \_\_\_\_\_ Contact Email \_\_\_\_\_

**BILLING OPTIONS:**

☐ **BASE BILLING** ☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY (Annual billing includes 5% discount)  
\_\_\_\_\_ will be billed in advance and includes \_\_\_\_\_ 8-1/2 x 11 B&W Pages and / or \_\_\_\_\_ 8-1/2 x 11 Color Pages

☒ **BILLING IN LEASE** The monthly lease payment includes 17,000 8-1/2 x 11 B&W Pages and / or 12,750 8-1/2 x 11 Color Pages

☒ **CLICK BILLING** ☐ MONTHLY ☒ QUARTERLY ☐ ANNUALLY  
All / Additional pages will be billed in arrears at \$0.00800 Per B&W Page and / or \$0.04650 Per Color Page  
Level 3  
COLOR TIER PRICING \_\_\_\_\_ Per Color Page \_\_\_\_\_ Per Color Page  
Level 1 Level 2

If a monthly or quarterly meter reading is not received, Customer agrees that an estimate of that month's or quarter's actual page usage will be used.

Customer acknowledges having read the terms and conditions shown above and on the reverse and agrees to all such terms and conditions.

Accepted By:



Approved By:

Company Name

City Of Bolivar

Date

Approved By:

X

Title

Electrical Power Requirements: It is the customer's responsibility to provide a fixed wall outlet that is properly grounded and installed per applicable electrical codes. This outlet should meet the electrical requirements stated in the Equipment Operation Manual. If customer fails to provide satisfactory power to the equipment, resulting in increased service calls and/or equipment damage, the customer will be billed for parts and labor at Corporate Business Systems' current labor rates for repairs. Failure to provide satisfactory electrical power may also void the manufacturer's warranty coverage.



## TERMS AND CONDITIONS

1. (A) During the term of this Agreement, Corporate Business Systems shall make all adjustments and repairs to the Equipment to maintain the Equipment in good working order.

(B) During the term of this Agreement, Corporate Business Systems shall provide to Customer, all necessary labor and parts, and photoconductors so as to enable the Equipment to function in good working order.

(C) If Plan 1 or 1A coverage is selected, Corporate Business Systems, during the term of the agreement, will provide all consumable supplies (except paper and staples) necessary to produce letter-sized or equivalent copies.

2. Repair service and routine preventative maintenance shall be provided by Corporate Business Systems during regular business hours. Corporate Business Systems' service technicians shall have full and free access to the Equipment during regular business hours for the purposes of providing repair service, routine preventative maintenance, to install retrofits and modifications to the Equipment and to inspect, test and examine the Equipment in accordance with Corporate Business Systems' policies and procedures.

3. Replacement Guarantee - If the Equipment has been continuously under coverage of this Agreement and cannot be put in good working order to Customer's satisfaction during the term of the Agreement, Corporate Business Systems shall replace, upon Customer's request, the Equipment with a comparable copier/printer (which may be a new or newly refurbished machine) at no charge to Customer. The Replacement Guarantee shall remain in effect for 60 months, or in the case of refurbished equipment, 36 months, from the beginning date of this Agreement, unless sooner terminated by either party per the terms and conditions shown on this Agreement. Customer shall make such request for a replacement copier/printer in writing to: Corporate Business Systems, Attention Customer Service, 6717 Waldemar Ave, St Louis, MO 63139

If this Agreement covers customer-owned printers, and said printers cannot be repaired, Corporate Business Systems reserves the right to replace that printer with a like or similar model at no cost to the Customer.

If this Agreement covers multiple pieces of equipment that have been installed on different dates, this replacement warranty extends only 60 months from date of original installation on a copier-by-copier / printer-by-printer basis.

4. Service Price Guarantee - Corporate Business Systems guarantees the price charged for the first 36 months of this agreement will remain the same as shown on the face hereof. If the base price and/or pricing for a specific number of copies are included in a Lease payment, the base price and/or copy charges, as well as any overage charges will be fixed for the initial term of the Lease. This guarantee also applies to existing printers under the Corporate Business Systems Cost Per Page Printer Service Program.

5. Response Time Guarantee - Corporate Business Systems guarantees a 4 hour response time (excluding scheduled Preventative Maintenance calls) within a 30 mile radius of Corporate Business Systems' offices, Monday through Friday, 8:00 am until 5:00 pm, excluding holidays. The Company's response time is calculated by recording the time we received your call and subtracting it from the time our technician is on location to repair the equipment.

6. Additional Training / Support Corporate Business Systems provides on-going Equipment Overview Training at no charge. Corporate Business Systems also provides additional support services requested by our customers at a rate of \$150.00 per hour. These services may include peripheral software support, or hardware issues, when it is determined by Corporate Business Systems' Certified Technicians that these issues are not directly caused by faulty equipment.

Upon successful installation of all sold connected units, our Digital Training Specialists will provide network support training to the customer for up to two hours on black and white equipment and four hours on color equipment. Set up and software installation of connected equipment will be limited to one call and up to ten (10) workstations. Any training time in excess of the two or four hours will be billed at \$150.00 per hour.

7. The maintenance service, replacement warranty and uptime penalties shall not apply and when applicable, Customer shall pay Corporate Business Systems the current labor, parts and/or supply charges required as a result of: (a) inadequate key operator involvement or service performed by personnel other than those of Corporate Business Systems, (b) replacement of paper or toner in the equipment, (c) the willful act of Customer, negligence relating to or misuse of the Equipment, accident, transportation, failure of electric power, air-conditioning equipment or humidity control, failure to follow operating instructions or any other cause external to the equipment including, but not limited to, fire, flood, lightning, earthquake, exposure to weather conditions or an Act of God, (d) use of parts or supplies (other than paper) not obtained from Corporate Business Systems or approved by Corporate Business Systems in writing as suitable for use in the Equipment, (e) additional service due to relocation of the equipment, (f) adding or removing accessory items, (g) additional need for service due to the addition of an accessory item not installed by Corporate Business Systems or designated as covered by this Agreement, (h) delays in repairs as a result of labor disturbances or strikes, (i) services requested outside regular business hours.

Printer accessories for HP printers and accessories not purchased through Corporate Business Systems are not covered under this Agreement.

8. This Agreement terminates sooner of (a) the date or elapsed copy amount shown on the face of this Agreement, or (b) Corporate Business Systems may terminate its obligations under this agreement if Customer's account with Corporate Business Systems or Corporate Business Systems' Leasing Division becomes more than 45 days in arrears, or (c) Customer may terminate this Agreement annually at the anniversary date of this agreement, or (d) if Customer has chosen Monthly Billing in Lease or Fiscal/Volume in Lease Billing, Customer may terminate this Agreement coincident with the termination of that lease.

Upon cancellation by either party, Customer agrees to pay at the per-copy charge shown for any copies used in excess of those previously billed. Customer agrees to either return any unused black or color consumable supplies and/or photoconductors which were provided by Corporate Business Systems for use in the Equipment that are on hand or installed at time of cancellation, or pay for such supplies and photoconductors at Corporate Business Systems' published prices for the unused portion of their estimated life. Photoconductors and developers will be prorated based on manufacturer's published yields.

9. The warranties and obligations of Corporate Business Systems set forth in this Agreement are in lieu of: (a) all other warranties, express or implied, including implied warranties of merchantability and fitness for any particular use or purpose and (b) all other obligations or liabilities for damages, including, but not limited to, personal injury or property, loss of profit or other consequential damages, arising out of or in connection with this Agreement or the services and products performed and provided hereunder.

10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous proposals and statements, written or oral. No representation or statement not set forth herein shall be binding upon Corporate Business Systems as a warranty or otherwise, nor shall this Agreement be modified or amended unless in writing signed by Customer and Corporate Business Systems.

Customer Initials \_\_\_\_\_