

ORDINANCE COVER SHEET

Bill No. 2019-56

Ordinance No. _____

**“AN ORDINANCE APPROVING THE BID OF ELLIOT EQUIPMENT FOR A
2018 MODEL STREET SWEEPER FOR THE CITY’S PUBLIC WORKS
DEPARTMENT, AND AUTHORIZING THE CITY TO ENTER INTO A LEASE
PURCHASE AGREEMENT WITH COMMUNITY LEASING PARTNERS TO
ACUIRE A 2018 STREET SWEEPER.”**

Filed for public inspection on _____.

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

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

Vote by the Board of Aldermen on _____:

_____ Aye; _____ Nay; _____ Abstain

_____ Approved by the Mayor on _____.

_____ Vetoed by the Mayor on _____.

Board of Aldermen Vote to Override Veto on _____.

_____ Aye; _____ Nay; _____ Abstain

Bill Effective Date: _____.

“AN ORDINANCE APPROVING THE BID OF ELLIOT EQUIPMENT FOR A 2018 MODEL STREET SWEEPER FOR THE CITY’S PUBLIC WORKS DEPARTMENT, AND AUTHORIZING THE CITY TO ENTER INTO A LEASE PURCHASE AGREEMENT WITH COMMUNITY LEASING PARTNERS TO ACQUIRE A 2018 STREET SWEEPER.”

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

Section I: The City does hereby approve and accept the bid of Elliot Equipment to acquire a 2018 model street sweeper for the City’s Public Works Department and to enter into a lease purchase agreement with Community Leasing Partners to finance the acquisition of the 2018 model street sweeper; with such lease and terms to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

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

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

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk



215 S. Seth Child Road
Manhattan, KS 66502
Phone: 888.777.7850
Fax: 888.777.7875
www.clpusa.net

September 11, 2019

Paula Henderson
City of Bolivar
PO Box 9
Bolivar, MO 65613

RE: Financing for One (1) New FL M2 Schwarze A7 Tornado Street Sweeper

Dear Paula,

Thank you for the opportunity to work with City of Bolivar on your financing project!

This package includes the documentation with instructions to complete financing of the equipment.

Community First National Bank is listed as Lessor to this Agreement. Community Leasing Partners is a division of Community First National Bank and is the exclusive marketing, origination and placement agent for the bank.

Please return all documents with original signatures by 9/30/2019 to avoid any potential change in the payments or interest rate.

This Agreement requires three different signers from the City of Bolivar and an attorney's opinion letter.

Signer 1 - Chris Warwick, Mayor
Signer 2 - Tracy Slagle, City Administrator
Signer 3 - Paula Henderson, City Clerk

Upon receipt of all listed documents; delivery of the equipment and your approval of the equipment invoice; we will remit payment to the vendor. This transaction is subject to acceptance of the documentation and final review and approval by the Lessor.

If you have any questions regarding the documentation, please feel free to contact me at 888.777.7850.

Respectfully,

Wanida

Wanida Nondorf
Documentation Associate

Documentation Instructions

- ◇ **MASTER EQUIPMENT LEASE PURCHASE AGREEMENT**
 - ☐ Chris Warwick -sign where indicated
- ◇ **Exhibit A – SCHEDULE OF EQUIPMENT**
 - ☐ Chris Warwick -sign where indicated
- ◇ **Attachment 1 – EQUIPMENT DESCRIPTION**
 - ☐ Provide physical location where the equipment will be kept after delivery/installation
- ◇ **Attachment 2 –PAYMENT SCHEDULE**
 - ☐ Chris Warwick -sign where indicated
- ◇ **Exhibit B – LESSEE RESOLUTION**
 - ☐ Print the date the Resolution is being signed
 - ☐ Print the date of the meeting in which the financing was approved
 - ☐ Chris Warwick -sign as “Authorized Signer”
 - ☐ Complete the lessee’s fiscal year start and end months
 - ☐ Tracy Slagle -attest the Resolution as “Attested By”
 - ☐ Paula Henderson -sign and print name as “Certified By”
- ◇ **Exhibit C - OPINION OF COUNSEL**
 - ☐ Request your legal counsel provide an Opinion of Counsel using the example provided; retyped on his/her letterhead with their signature (*If counsel would like changes, he/she must first contact CLP*)
- ◇ **Exhibit D - ACCEPTANCE CERTIFICATE**
 - ☐ Chris Warwick -sign and date where indicated
- ◇ **BANK QUALIFIED CERTIFICATE**
 - ☐ Chris Warwick -sign where indicated
- ◇ **INSURANCE COVERAGE REQUIRMENTS**
 - ☐ Provide Agent’s contact information
 - ☐ Chris Warwick -sign where indicated
- ◇ **INVOICE INSTRUCTIONS**
 - ☐ Complete contact information for payment billing invoices
- ◇ **8038 - IRS Form**
 - ☐ Verify employer identification number in Box 2
 - ☐ Complete Boxes 10a & 10b
 - ☐ Chris Warwick -sign and date where indicated under “Signature and Consent”
- ◇ **ADDITIONAL DOCUMENTATION NEEDED PRIOR TO VENDOR PAYMENT (at delivery):**
 - ☐ Certificate of Insurance from your insurance provider

Conditions to Funding

If, for any reason: (i) the required documentation is not returned by 9/30/2019, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstances which adversely affects the expectations, rights or security of the Lessor or its assignees; then Lessor or its assignees reserves the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety.

This contract is being issued based upon review of credit and financial materials provided by lessee that resulted in a credit approval decision. CLP is committed to working with the lessee on this transaction throughout the entire process. Failure to complete the lease in its entirety may result in a \$500 documentation fee being charged. This fee is for credit analysis, drafting of the contract, overnight services and expenses incurred in processing this agreement.

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

LESSEE: City of Bolivar

This Master Equipment Lease Purchase Agreement, including all exhibits and schedules hereto whether currently in existence or hereafter executed (the "Agreement"), dated as of 9/15/2019, and entered into between Community First National Bank 215 S. Seth Child Road, Manhattan, KS 66502 ("Lessor"), and City of Bolivar, PO Box 9, 345 S. Main, Bolivar, MO 65613 a body corporate and politic duly organized and existing under the laws of the State of Missouri ("Lessee");

RECITALS

WHEREAS, Lessee desires to lease from Lessor certain equipment described in the schedules to this Agreement, substantially in the form of Exhibit A hereto, that are executed from time to time by the parties hereto (such schedules are hereby incorporated herein and are hereinafter collectively referred to as the "Schedules", and the items of equipment leased to Lessee hereunder, together with all substitutions, proceeds, replacement parts, repairs, additions, attachments, accessories and replacements thereto, thereof or therefore, are hereinafter collectively referred to as the "Equipment") subject to the terms and conditions of and for the purposes set forth in this Agreement.

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to or deleted from the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein.

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

Section 1.01. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

- (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and affect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.
- (c) Lessee has full power and authority under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- (d) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement.
- (e) Lessee has complied or will comply with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.
- (f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.
- (g) During the Lease Term, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.
- (h) The Equipment will have a useful life in the hands of Lessee that is substantially in excess of the Original Term and all Renewal Terms.
- (i) The Equipment is, and during the Lease Term will remain personal property and when subjected to use by the Lessee, will not be or become fixtures.
- (j) The Equipment is essential to the function of the Lessee and the services provided to its citizens, and will be used throughout the period that this Agreement is in force for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.
- (k) During the term of this Agreement, Lessee will not dispose of or sell any part of the Equipment.
- (l) Lessee has not terminated a lease, rental agreement, installment purchase contract, or any other such agreement in the past five (5) years as a result of insufficient funds being appropriated for payments due under such an agreement.
- (m) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (n) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.
- (o) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement for the current fiscal year, and such funds have not been expended for other purposes.
- (p) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.
- (q) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.
- (r) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

ARTICLE II. DEFINITIONS

Section 2.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Equipment Lease Purchase Agreement, including the Schedules and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, whether currently in existence or hereafter executed, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Code" means the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations in effect thereunder.

"Commencement Date" means, with respect to any Schedule, the date when the Lease Term of this Agreement with respect to that Schedule and Lessee's

obligation to pay rent under that Schedule commence, which date will be the earlier of (i) the date of the Agreement, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Escrow Agent.

"Equipment" means the property described in the Schedules and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto. Whenever reference is made in this Agreement to Equipment listed in a Schedule, that reference shall be deemed to include all replacements, repairs, restorations, modifications and improvements of or to that Equipment.

"Event of Default" means, with respect to any Lease, an Event of Default described in Section 10.01.

"Escrow Agreement" means, with respect to a given Schedule, an escrow agreement in form and substance satisfactory to Lessor, between Lessee, Lessor and an escrow agent relating to the acquisition fund created thereunder.

"Lease" means, at any time, (i) if none of Lessor's interest in, to and under any Schedule has been assigned pursuant to Section 9.01, or if all of Lessor's interest in, to and under this Agreement and all Schedules have been assigned to the same assignee without any reassignment, this Agreement, or (ii) if Lessor's interest in, to and under any Schedule or Schedules has been assigned or reassigned pursuant to Section 9.01, all Schedules that have the same Lessor and this Agreement as it relates to those Schedules and the Equipment listed therein, which shall constitute a separate single lease relating to that Equipment.

"Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease.

"Lessee" means the entity which is described in the first paragraph of this Agreement, its successors and assigns.

"Lessor" means, with respect to each Schedule and the Lease of which that Schedule is a part, (i) if Lessor's interest in, to and under that Schedule has not been assigned pursuant to Section 9.01, the entity described as such in the first paragraph of this Agreement or its successor, or (ii) if Lessor's interest in, to and under that Schedule has been assigned pursuant to Section 9.01, the assignee thereof or its successor.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means, with respect to any Lease, the period from the first Commencement Date for any Schedule under that Lease until the end of the fiscal year of Lessee in effect at that Commencement Date.

"Purchase Option Price" means, with respect to the Equipment listed on any Schedule, the amount set forth in that Schedule as the Purchase Option Price for that Equipment.

"Renewal Terms" means, with respect to any Lease, the automatic renewal terms of that Lease, as provided for in Article III of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in the Schedule.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.02.

"State" means the state in which Lessee is located.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III. LEASE TERM

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment listed in each Schedule in accordance with this Agreement and that Schedule for the Lease Term for the Lease of which that Schedule is a part. The Lease Term for each Lease may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term, Lessee shall be deemed to have continued that Lease for the next Renewal Term unless Lessee shall have terminated that Lease pursuant to **Section 4.05** or **Section 5.04**. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Schedules. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Section 3.02. Continuation of Lease Term. Lessee currently intends, subject to **Section 4.05**, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Lease Term for each Lease can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for the Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend a Lease for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.03. Return of Equipment on Termination. Upon expiration or earlier termination of any Schedule under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment described in that Schedule under the provisions of this Agreement, Lessee shall deliver, at Lessee's expense, the Equipment described in that Schedule to Lessor in the same condition as existed at the Commencement Date, ordinary wear and tear expected, packaged or otherwise prepared in a manner suitable by shipment by truck or rail common carrier at a location specified by Lessor.

Section 3.04. Conditions to Lessor's Performance under Schedules. As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

- (a) A Lessee Resolution executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit B, completed to the satisfaction of Lessor;
- (b) An Opinion of Counsel to Lessee in substantially the form attached hereto as Exhibit C respecting such Schedule and otherwise satisfactory to Lessor;
- (c) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time;
- (d) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

This Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion.

Lessee will cooperate with Lessor in Lessor's review of any proposed Schedule. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

ARTICLE IV. RENTAL PAYMENTS

Section 4.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 4.02. Payment of Rental Payments. Lessee shall pay Rental Payments, from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in each Schedule. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor may from time to time designate in writing). If any Rental Payment or other sum payable under any Schedule is not paid when due, Lessee shall pay to Lessor accrued interest on such delinquent amount from the date due thereof until paid at the lesser of 18% or the maximum rate allowed by law. In the event that it is determined that any of the interest

components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on the date of each Rental Payment thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

Section 4.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Schedule will set forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 4.04. Rental Payments to be Unconditional. The obligations of Lessee to make payment of the Rental Payments required under this Article IV and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other dispute between Lessee and Lessor, any Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then-current Renewal Term for each Schedule shall not be abated through accident or unforeseen circumstances.

Section 4.05. Non appropriation. Lessee is obligated only to pay such Rental Payments under this Agreement (and any additional amounts due hereunder, if applicable) as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under a Lease following the then current Original Term or Renewal Term, that Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 60 days prior to the end of the then current Original Term or Renewal Term, but failure to give such written notice shall not extend the term beyond such Original Term or Renewal Term.

ARTICLE V. TITLE TO EQUIPMENT; SECURITY INTEREST; OPTION TO PURCHASE

Section 5.01. Title to the Equipment. Upon acceptance of the Equipment by Lessee, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title to the Equipment that is subject to any Lease shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of that Equipment to Lessor, upon (a) any termination of that Lease other than termination pursuant to Section 5.04, or (b) the occurrence of an Event of Default with respect to that Lease. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

Section 5.02. Security Interest. To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a security interest constituting a first lien on (i) the Equipment and on all additions, attachments, accessions, that are considered to be an integral part of the equipment, and substitutions thereto, and on any proceeds there from, and (ii) the acquisition fund established under any Escrow Agreement entered into in connection therewith. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. Lessee hereby authorizes the filing of financing statements under the Uniform Commercial Code in connection with the security interest granted hereunder.

Section 5.03. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

Section 5.04. Option to Purchase. Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment described in any Schedule, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

- (a) On the date of the last Rental Payment set forth in that Schedule (assuming this Agreement is renewed at the end of the Original Term and each Renewal Term), if the Agreement is still in effect on such day, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus One Dollar;
- (b) On the last day of the Original Term or any Renewal Term then in effect, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus the then applicable Purchase Option Price set forth in that Schedule; or
- (c) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in that Schedule on the day specified in Lessee's written notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule, including, without limitation, interest accrued to the date of payment, plus the then applicable Purchase Option Price set forth in that Schedule.

ARTICLE VI. DELIVERY, MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 6.01. Delivery, Installation and Acceptance of Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the locations specified in the Schedules and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Schedule has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate in the form attached hereto as Exhibit D.

Section 6.02. Location; Inspection. Once installed, no item of the Equipment will be moved from the location specified for it in the Schedule on which that item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 6.03. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment. Lessee shall not make material modifications to the Equipment without the prior consent of Lessor.

Section 6.04. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all liens, charges and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the Lease Term. Lessee will take no action that will cause the interest portion of any Rental payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under the Code. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the interest component of each Rental Payment being excluded from Lessor's income pursuant to the Code.

Section 6.05. Provisions Regarding Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required

by Lessor, in an amount at least equal to the replacement cost of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b); provided further that, if Lessor provides such consent Lessee shall provide to Lessor information with respect to such self-insurance program as Lessor may request from time to time. All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be canceled or modified materially without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear.

Section 6.06. Advances. In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor shall constitute additional rent for the then-current Original Term or Renewal Term, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced until paid at the rate of 18% per annum or the maximum interest rate permitted by law, whichever is less.

ARTICLE VII. DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 7.01. Risk of Loss. Lessee is responsible for the entire risk of loss of or damage or destruction to the Equipment. No such loss, damage or destruction shall relieve Lessee of any obligation under this Agreement or any Lease.

Section 7.02. Damage, Destruction and Condemnation. If (a) the Equipment listed on any Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless Lessee shall have exercised its option to purchase that Equipment pursuant to Section 5.04. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

Section 7.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to in Section 7.02, Lessee shall either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, unless Lessee, pursuant to Section 5.04, purchases Lessor's interest in the Equipment destroyed, damaged or taken and any other Equipment listed in the same Schedule. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE VIII. DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT

Section 8.01. Disclaimer of Warranties. LESSEE HAS SELECTED THE EQUIPMENT AND THE VENDORS. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY OR REPRESENTATION WITH RESPECT THERETO. In no event shall Lessor be liable for an incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item or products or service provided for in this Agreement.

Section 8.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect, whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 8.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the title of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

Section 8.04. Essential Nature of the Equipment. Lessee confirms and affirms that the Equipment is essential to the function of Lessee and the services provided to its citizens, that there is an immediate need for the Equipment which is not temporary or expected to diminish in the foreseeable future, and that Lessee will use substantially all the Equipment for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.

ARTICLE IX. ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING

Section 9.01. Assignment by Lessor. Lessor's interest in, to, and under this Agreement; any Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor at any time subsequent to its execution. Lessee hereby agrees to maintain a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until it has received written notice from Lessor of the assignment disclosing the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

Section 9.02. Assignment and Subleasing by Lessee. None of Lessee's interest in, to and under this Agreement and in the Equipment may be sold, assigned, subleased, pledged or otherwise encumbered by Lessee without the prior written consent of Lessor.

Section 9.03. Release and Indemnification Covenants. To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as (a) result of the entering into of this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacture, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE X. EVENTS OF DEFAULT AND REMEDIES

Section 10.01. Events of Default Defined. Subject to the provisions of **Section 4.05**, any of the following events shall constitute an "Event of Default" under any Lease:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under that Lease at the time specified in that Lease;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under that Lease, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to that Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Any provision of that Lease shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under that Lease.
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 10.02. Remedies on Default. Whenever any Event of Default under any Lease exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) By written notice to Lessee, declare all Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term to be due;
- (b) With or without terminating that Lease, Lessor may, upon 5 days written notice to Lessee, enter the premises where any Equipment that is subject to that Lease is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee under that Lease plus the then-applicable Purchase Option Price for that Equipment and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due under that Lease plus the remaining Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term; and
- (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Lease or as the owner of any or all of the Equipment that is subject to that Lease.

In addition, whenever an Event of Default exists with respect to any Rental Payment required by a particular Schedule or with respect to any other payment, covenant, condition, agreement, statement, representation or warranty set forth in that Schedule or applicable to that Schedule or the Equipment listed therein, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (d) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to that Schedule and other amounts payable by Lessee under this Agreement to the end of the then current Original Term or Renewal Term to be due;
- (e) With or without terminating that Schedule, Lessor may, upon 5 days written notice to Lessee, enter the premises where the Equipment listed in that Schedule is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of that Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease that Equipment or, for the account of Lessee, sublease that Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to that Schedule and other amounts related to that Schedule or the Equipment listed therein that are payable by Lessee hereunder plus the then applicable Purchase Option Price for that Equipment, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (e) shall not exceed the Rental Payments and other amounts otherwise due under that Schedule plus the remaining Rental Payments and other amounts payable by Lessee under that Schedule to the end of the then current Original Term or Renewal Term; and
- (f) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Schedule, this Agreement with respect to that Schedule and the Equipment listed therein.

In addition to the remedies specified above, Lessor may charge interest on all amounts due to it at the rate of 10% per annum or the maximum amount permitted by law, whichever is less. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Schedules, this Agreement related to any other Schedule or the Equipment listed therein.

Section 10.03. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 10.04. Agreement to Pay Attorneys' Fees and Expenses. If Lessee should default under any of the provisions hereof and Lessor should employ attorneys or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of Lessee contained in this Agreement, Lessee agrees, to the extent it is permitted by law to do so, that it will, if assessed by a court of competent jurisdiction, pay to Lessor the reasonable fees of those attorneys and other reasonable expenses so incurred by Lessor.

Section 10.05. Application of Moneys. Any net proceeds from the exercise of any remedy hereunder (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees) shall be applied as follows:

- (a) If such remedy is exercised solely with respect to a single Schedule, Equipment listed in that Schedule or rights under the Agreement related to that Schedule, then to amounts due pursuant to that Schedule and other amounts related to that Schedule or that Equipment.
- (b) If such remedy is exercised with respect to more than one Schedule, Equipment listed in more than one Schedule or rights under the Agreement related to more than one Schedule, then to amounts due pursuant to those Schedules pro rata.

ARTICLE XI. MISCELLANEOUS

Section 11.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 11.02. Binding Effect; Entire Agreement; Amendments and Modifications. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.03. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.05. Amendments, Changes and Modifications. This Agreement may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 11.06. Execution in Counterparts; Chattel Paper. This Agreement, including in writing each Schedule, may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; except (1) to the extent that various Schedules and this Agreement as it relates thereto constitutes separate Leases as provided in this Agreement and (2) that Lessor's interest in, to and under any Schedule and the Agreement as it relates to that Schedule, and the Equipment listed in that Schedule may be sold or pledged only by delivering possession of the original counterpart of that Schedule marked "Counterpart No. 1," which Counterpart No. 1 shall constitute chattel paper for purposes of the Uniform Commercial Code.

Section 11.07. Usury. The parties hereto agree that the charges in this Agreement and any Lease shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement and such Lease to such applicable law.

Section 11.08. Jury Trial Waiver. To the extent permitted by law, lessee agrees to waive its right to a trial by jury.

Section 11.09. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement or any Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement or such Lease.

Section 11.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

Lease No. 63055

LESSEE:

City of Bolivar

Chris Warwick, Mayor

LESSOR:

Community First National Bank

Signature

Name and Title

EXHIBIT A

SCHEDULE OF EQUIPMENT NO. 01, Dated 9/15/2019

Counterpart No. 1.

LESSOR'S INTEREST IN, TO AND UNDER THIS SCHEDULE AND THE AGREEMENT AS IT RELATES TO THIS SCHEDULE MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

Re: Master Equipment Lease Purchase Agreement, dated as of 9/15/2019, between Community First National Bank, as Lessor, and City of Bolivar, as Lessee.

1. **Defined Terms.** All terms used herein have the meanings ascribed to them in the above referenced Master Equipment Lease Purchase Agreement (the "Master Equipment Lease").
2. **Equipment.** The Equipment included under this Schedule of Equipment is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.
3. **Payment Schedule.** The Rental Payments and Purchase Option Prices under this Schedule of Equipment are set forth in the Payment Schedule attached as **Attachment 2** hereto.
4. **Representations, Warranties and Covenants.** Lessee hereby represents, warrants, and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.
5. **The Master Equipment Lease.** This Schedule is hereby made as part of the Master Equipment Lease and Lessor and Lessee hereby ratify and confirm the Master Equipment Lease. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

Lease Number: 63055

LESSEE:

City of Bolivar

LESSOR:

Community First National Bank

Chris Warwick, Mayor

Neal Farmer, Senior Vice President

ATTACHMENT 1

EQUIPMENT DESCRIPTION

RE: Schedule of Equipment No. 01, dated 9/15/2019, to Master Equipment Lease Purchase Agreement, dated as of 9/15/2019, between Community First National Bank, as Lessor, and City of Bolivar, as Lessee.

Lease Number: 63055

One (1) New FL M2 Schwarze A7 Tornado Street Sweeper

With a total acquisition cost of \$214,978.00; together with all additions, accessions and replacements thereto. Lessee hereby certifies the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Master Equipment Lease Purchase Agreement and the Equipment is located on the premise of the Lessee unless otherwise noted by the Lessee.

Physical location where equipment will be stored after delivery: _____

LESSEE:

City of Bolivar

Chris Warwick, Mayor

ATTACHMENT 2 PAYMENT SCHEDULE

RE: Schedule of Equipment No. 01, dated 9/15/2019, to Master Equipment Lease Purchase Agreement, dated as of 9/15/2019, between Community First National Bank, as Lessor, and City of Bolivar, as Lessee.

Lease Number: 63055

Amount Financed: \$209,978.00

AMORTIZATION SCHEDULE

Payment Number	Payment Date	Payment Amount	Interest Portion	Principal Portion	Purchase Option Price
1	11/1/2019	\$44,908.27	\$889.30	\$44,018.97	Not Available
2	11/1/2020	\$44,908.27	\$5,383.71	\$39,524.56	\$128,757.09
3	11/1/2021	\$44,908.27	\$4,101.53	\$40,806.74	\$86,810.23
4	11/1/2022	\$44,908.27	\$2,777.76	\$42,130.51	\$43,898.60
5	11/1/2023	\$44,908.27	\$1,411.05	\$43,497.22	\$0.00
Grand Totals		\$224,541.35	\$14,563.35	\$209,978.00	

LESSEE:

City of Bolivar

Chris Warwick, Mayor

EXHIBIT B

LESSEE RESOLUTION

Re: Schedule of Equipment No. 01, dated 9/15/2019, to Master Equipment Lease Purchase Agreement, dated as of 9/15/2019, between Community First National Bank, as Lessor, and City of Bolivar, as Lessee.

I, the undersigned, the duly appointed, qualified and acting **City Clerk** of the above captioned Lessee do hereby certify this date _____, as follows:

- (1) Lessee did, at a meeting of the governing body of the Lessee held on _____, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above referenced Schedule of Equipment No. 01 (the "Schedule") on its behalf by the following named representative of the Lessee, to witness:

Authorized Signer: Chris Warwick, Mayor

- (2) The above named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.
- (3) The meeting of the governing body of the Lessee at which the Schedule was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Schedule and authorizing the execution thereof has not been altered or rescinded.
- (4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the above referenced Master Equipment Lease Purchase Agreement) exists at the date hereof.
- (5) All insurance required in accordance with the above referenced Master Equipment Lease Purchase Agreement is currently maintained by the Lessee.
- (6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the above referenced Master Equipment Lease Purchase Agreement) and such funds have not been expended for other purposes.
- (7) The fiscal year of Lessee is from _____ to _____.

The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this resolution.

City of Bolivar

Attested By: _____
Tracy Slagle, City Administrator

Certified By: _____
Paula Henderson, City Clerk

EXHIBIT C

OPINION OF LESSEE'S COUNSEL

(Must be re-Printed onto attorney's letterhead)

(Date)

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Re: Lessee: City of Bolivar

Ladies and Gentlemen:

As legal counsel to City of Bolivar (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement, dated as of 9/15/2019, and Exhibits thereto by and between Community First National Bank (the "Lessor") and Lessee, Schedule of Equipment No. 01, dated 9/15/2019, (collectively, the "Agreement") by and between Lessor and Lessee, which, among other things, provides for the lease with option to purchase by the Lessee of certain property listed in the Schedule (the "Equipment"); (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

- (1) Lessee's true and correct name is City of Bolivar.
- (2) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power;
- (3) Lessee has the requisite power and authority to lease the Equipment with an option to purchase and to execute and deliver the Agreement and to perform its obligations under the Agreement;
- (4) The Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement and other documents either attached thereto or required therein are the valid and binding obligations of Lessee enforceable in accordance with their terms;
- (5) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and
- (6) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.
- (7) The signatures of the officers which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names.
- (8) No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
- (9) The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
- (10) The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986 as amended and the related regulations and rulings.
- (11) The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease pursuant to the Agreement and the Equipment will be exempt from all state and local personal property or other ad valorem taxes.

All capitalized terms herein shall have the same meanings as in the foregoing Agreement unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments are entitled to rely on this opinion.

Signature of Legal Counsel

EXHIBIT D

ACCEPTANCE CERTIFICATE

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Ladies and Gentlemen,

RE: Schedule of Equipment No. 01, dated 9/15/2019, to Master Equipment Lease Purchase Agreement, dated as of 9/15/2019, between Community First National Bank, as Lessor, and City of Bolivar, as Lessee.

In accordance with the Master Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) listed in the above referenced Schedule of Equipment (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by **Section 6.05** of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.
- (5) Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
- (6) The governing body of Lessee has approved the authorization, execution and delivery of this Agreement on its behalf by the authorized representative of Lessee who signed the Agreement.
- (7) The Lessee will in a timely fashion submit the appropriate paperwork to the State to have a title to the Equipment issued in their name as owner and Lessor listed as first lienholder. Such verification of perfected ownership and security interest will be provided to Lessor no later than 90 days from delivery of the Equipment.

LESSEE:

City of Bolivar

Chris Warwick, Mayor

Date

BANK QUALIFIED CERTIFICATE

RE: Schedule of Equipment No. 01, dated 9/15/2019, to Master Equipment Lease Purchase Agreement, dated as of 9/15/2019, between Community First National Bank, as Lessor, and City of Bolivar, as Lessee.

Whereas, Lessee hereby represents it is a "Bank Qualified" Issuer for the calendar year in which the above referenced Schedule is executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than \$10,000,000 dollars of tax-exempt obligations during the calendar year).

Now, therefor, Lessee hereby designates the above referenced Schedule as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the above referenced Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the above referenced Schedule is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the above referenced Schedule is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

LESSEE:

City of Bolivar

Chris Warwick, Mayor

INSURANCE COVERAGE REQUIREMENTS

Lessee: City of Bolivar

Please mark one of the following:

() Pursuant to Section 6.05 of the Agreement, you have agreed to provide us evidence of insurance covering the property in the Agreement. A Certificate of Insurance naming all insured parties and coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

() Pursuant to Section 6.05 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form, together with a copy of the statute authorizing this form of insurance. Coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

Equipment to be insured: **One (1) New FL M2 Schwarze A7 Tornado Street Sweeper**

Policy should be issued and mailed to: Community First National Bank and/or Its Assigns
215 S. Seth Child Road
Manhattan, KS 66502

INSURANCE REQUIREMENTS:

1. LIABILITY

- ✓ \$1,000,000.00 Aggregate Bodily Injury
- ✓ \$1,000,000.00 Combined Single Limit per Occurrence
- ✓ Community First National Bank and/or Its Assigns MUST be listed as additional insured and loss payee.

2. PHYSICAL DAMAGE

- ✓ All risk coverage to guarantee proceeds sufficient to cover the replacement cost of the equipment.
- ✓ Community First National Bank and/or Its Assigns MUST be listed as additional insured and loss payee.

3. ENDORSEMENT

- ✓ Lessor will receive at least thirty (30) days written notice from Insurer prior to alteration, cancellation or reduction of insurance coverage.
- ✓ Deductibles should be listed on the Certificate of Coverage

THE CERTIFICATE SHOULD BE
EMAILED TO wanidanondorf@clpusa.net
OR FAXED TO: 888.777.7875

Insurance Company Name:		
Agents Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	Email:

LESSEE:

City of Bolivar

Chris Warwick, Mayor

INVOICE INSTRUCTIONS

RE: Schedule of Equipment No. 01, dated 9/15/2019, to Master Equipment Lease Purchase Agreement, dated as of 9/15/2019, between Community First National Bank, as Lessor, and City of Bolivar, as Lessee.

Lease Number: 63055

Equipment Description: One (1) New FL M2 Schwarze A7 Tornado Street Sweeper

Please provide contact information for billing and invoicing purposes.

Person/Department: _____
P.O. Box/Street: _____
City, State, Zip _____
Telephone Number: _____
Email Address: _____

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting AuthorityIf Amended Return, check here ☐

1 Issuer's name <u>City of Bolivar</u>		2 Issuer's employer identification number (EIN) <u>44-6000140</u>
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) <u>PO Box 9</u>	Room/suite	5 Report number (For IRS Use Only) <u>3</u>
6 City, town, or post office, state, and ZIP code <u>Bolivar, MO 65613</u>		7 Date of issue <u>09/15/2019</u>
8 Name of issue <u>Master Equipment Lease Purchase Agreement</u>		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ► <u>Street Sweeper</u>	18	<u>209,978</u>	<u>00</u>
19a If bonds are TANs or RANs, check only box 19a			
b If bonds are BANs, check only box 19b			
20 If bonds are in the form of a lease or installment sale, check box			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	<u>11/01/2023</u>	<u>\$ 209,978.00</u>	<u>\$ N/A</u>	<u>4</u> years	<u>3.244</u> %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

N/A

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

N/A

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	►	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	►	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		_____

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ► _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ► _____		
d	Enter the name of the issuer of the master pool bond ► _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box	►	<input checked="" type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box	►	<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here ► <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ► _____		
c	Type of hedge ► _____		
d	Term of hedge ► _____		
42	If the issuer has superintegrated the hedge, check box	►	<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box	►	<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box	►	<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► <input type="checkbox"/> and enter the amount of reimbursement ► _____		
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

► Signature of issuer's authorized representative Date
 ► Chris Warwick, Mayor
 Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ►	Firm's EIN ►			
Firm's address ►	Phone no. ►			

ORDINANCE COVER SHEET

Bill No. 2019-57

Ordinance No. _____

**“AN ORDINANCE AUTHORIZING AN AGREEMENT WITH LEO
JOURNAGAN CONSTRUCTION CO., INC. FOR MATERIALS AND LABOR
FOR A ROAD PROJECT FOR OVERLAY WORK TO OAKAND AVENUE IN
BOLIVAR, MISSOURI.”**

Filed for public inspection on _____.

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

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

Vote by the Board of Aldermen on _____:

_____ Aye; _____ Nay; _____ Abstain

_____ Approved by the Mayor on _____.

_____ Vetoed by the Mayor on _____.

Board of Aldermen Vote to Override Veto on _____.

_____ Aye; _____ Nay; _____ Abstain

Bill Effective Date: _____.

“AN ORDINANCE AUTHORIZING AN AGREEMENT WITH LEO JOURNAGAN CONSTRUCTION CO., INC. FOR MATERIALS AND LABOR FOR A ROAD PROJECT FOR OVERLAY WORK TO OAKLAND AVENUE IN BOLIVAR, MISSOURI.”

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

Section I: The City does hereby approve and accept the bid of Leo Journagan Construction Co., Inc. for a road overlay project on Oakland Avenue in the City of Bolivar. The City authorizes an agreement with Leo Journagan Construction Co. Inc., for the materials and labor consistent with the overlay project bid received and approved; with such bid and contract terms to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

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

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

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk

NOTICE TO CONTRACTORS

Sealed proposals, addressed to:

City of Bolivar
345 S. Main Ave.
Bolivar, Missouri 65613

Bid and endorsed "Proposal" for construction of the **Oakland Avenue Overlay Project** will be received by the City Clerks Office in the City of Bolivar, 345 S. Main Ave., Bolivar, Missouri 65613 until **11:00 AM, August 26th, 2019 Local Time**, at which the sealed bids will be publicly opened and read aloud in the Council Chambers.

The proposed work includes: The construction includes approximately 9683 square yards of cold milling, 753 tons of bituminous pavement, adjustment of manhole lids, valve boxes and inlet grates including temporary traffic control to resurface approximately 2790 lineal feet of Oakland Avenue located south of Highway 83.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify **Jerry Hamby, Public Works Director** at (417)326-2489 or **Michael Atkinson, P.E.** at (417)680-7352, **Allgeier, Martin and Associates, Inc.** or through the Missouri Relay System, TDD 1-800-735-2966 at least five (5) working days prior to the bid opening you plan to attend.

The wage rates applicable to this project have been predetermined as required by law and are set forth in the bid proposal.

Missouri law, 292.675 RSMO, requires the awarded Contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees.

Enrollment in Federal Work Authorization Program: Bidders are informed that pursuant to Section 285.530 RSMo as a condition of the award of any contract in excess of five thousand dollars (\$5000), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

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

To obtain DIGITAL plans and specifications, please log on to www.amce.com, website for Allgeier, Martin and Associates, Inc., then click on the tab marked "Plan Room" and enter Project #**6466258**. Digital download cost is **\$20.00**, which may be paid online via a credit card. Hard copies of the plans and specifications may be secured for a non-refundable fee in the amount of **\$50.00** per set from our office located at 7231 East 24th Street in Joplin, MO or by contacting us at (417)680-7200. **NOTE:** It is the sole responsibility of the planholder, whether they received digital downloads or paper copies of plans and specifications, to periodically return to our website to check for Addenda which may have been posted. Bids will only be accepted from contractors who purchase digital or paper plans and specifications from Allgeier, Martin and Associates, Inc., (via QuestCDN). It should be noted that plans and specifications purchased from other entities will NOT place you on the planholders list for this project.

Proposals must be on forms provided.

The City reserves the right to reject any or all bids. The City further reserves the right to waive any irregularities in any or all bids and reserves the right to determine which is the most responsive, responsible bidder and to reject or approve the bonds.

Bolivar, Missouri

Date: July 30, 2019

/s/ Jerry Hamby

Director of Public Works

NOTICE OF AWARD

TO: Leo Journagan Construction Co., Inc.

3003 E. Chestnut Expressway, # 1200

Springfield, MO 65802

Description: Oakland Avenue Overlay Project

The OWNER has considered the BID submitted by you for the above described WORK in response to its Invitation to Bid dated August 26, 2019 and Information for Bidders.

You are hereby notified that your BID in the total amount of Eighty-Seven Thousand Eight Hundred Fifty-Seven & 74/100 Dollars (\$87,857.74) has been accepted for the Project.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and certificates of insurance within fourteen (14) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fourteen (14) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 30th day of August, 2019.

City of Bolivar

By /s/ Tracy Slagle

Title City Administrator

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By LEO JOURNAGAN CONST CO., INC.

this the 3 day of SEPTEMBER 2019

By: JOHN A VIEW, III VP/TREAS

Signature: 

Title: JOHN A VIEW, III VP/TREAS

Project: **Oakland Avenue Overlay
Project**
City: **Bolivar, MO**

CONTRACT

THIS AGREEMENT, made and entered into this 18th day of September, 2019 by and between the City of Bolivar, Missouri, First Party, hereinafter referred to as the OWNER, and Leo Journagan Construction Company, Inc., Second Party, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

Article 1. It is hereby mutually agreed that for and in consideration of the sum of Eighty-Seven Thousand Eight Hundred Fifty-Seven & 74/100 Dollars (\$87,857.74) to be paid the Contractor by the Owner as set forth in the General Special Provisions, the said Contractor shall furnish all labor, equipment, accessories, and materials (except material otherwise furnished as specified), and shall perform all work necessary to construct and complete the improvements in good, substantial, and workmanlike manner, ready for use, and in strict accordance with the contract drawings and specifications as approved and filed pertinent to law in the office of the legal representative of the Owner.

Article 2. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the sum or sums due him by reason of said faithful performance of the work at stated intervals, in the amounts certified by the Engineer, in accordance with the provisions of the General Special Provisions, and as set forth in the proposal as accepted by the Owner.

Article 3. It is hereby further agreed that, at the completion of the work and its acceptance by the Owner, all sums due to the Contractor by reason of his faithful completion of the work, taking into consideration additions to or deductions from the contract price by reason of alterations or modifications to the original contract will be paid by the Owner to the Contractor within thirty (30) days after said completion and acceptance.

Article 4. It is hereby further agreed that the words "he" or "him" whenever used herein as referring to the Contractor, shall be deemed to refer to said Contractor whether a corporation, partnership, or individual, and this Contract and all covenants and agreements thereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors, and assigns of said Contractor.

Article 5. It is hereby further agreed that any reference herein to the "Contract" shall include all contract documents as specifically set out in the General Special Provisions and they are hereby made a part of this agreement as fully as if set out at length herein.

Project: **Oakland Avenue Overlay**
Project
City: **Bolivar, MO**

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

ATTEST:

OWNER, FIRST PARTY

Bolivar, Missouri

Name & Title (Please Print or Type)
(SEAL)

By

Tracy Slagle

Tracy Slagle, City Administrator

Name & Title (Please Print or Type)

ATTEST:

Flint Wendland

CONTRACTOR, SECOND PARTY

Leo Journagan Construction Co., Inc.
Firm Name

FLINT WENDLAND ESTIMATOR
(Name & Title) (Please Print or Type)

By

John A View, III

JOHN A VIEW, III

VP/TREAS

Name & Title (Please Print or Type)

(SEAL)

3003 E. Chestnut Expressway, # 1200

Springfield, MO 65802

Address

Bond No.: NMO 3980

Project: **Oakland Avenue Overlay
Project**

City: **Bolivar, MO**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Leo Journagan Construction Co., Inc.

(Name of Contractor)

3003 E. Chestnut Expressway, # 1200, Springfield, MO 65802

(Address of Contractor)

a Corporation, hereinafter called Principal, and

Merchants National Bonding, Inc.

(Name of Surety)

6700 Westown Parkway, West Des Moines, IA. 50266 (800) 678-8171

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto City of Bolivar, Missouri

345 S. Main Ave., Bolivar, Missouri 65613

hereinafter called OWNER, in the penal sum of **Eighty-Seven Thousand Eight Hundred Fifty-Seven & 74/100 Dollars (\$87,857.74)** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 18th day of September, 2019 a copy of which is hereto attached and made a part hereof for the construction of:

Oakland Avenue Overlay Project

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and SUPPLIER shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in Three (3) counterparts, each one of which shall be deemed an original, this the 18th day of September, 2019.

ATTEST: (SEAL)

Leo Journagan Construction Co., Inc.

Principal

By



F. WENDLAND

(Witness as to Principal)

(Address)

LEO JOURNAGAN CONST CO, INC
3003 E. CHESTNUT EXPWY. #1200
SPRINGFIELD, MO 65802

By



Name & Title: JOHN A VIEW, III VP/TREAS
(Please Type or Print)

Address: 3003 E. Chestnut Expressway

1200, Springfield, MO 65802

ATTEST: (SEAL)

Merchants National Bonding, Inc.

(Surety)

(Witness as to Surety)

1637 S. Enterprise Avenue

(Address)

Springfield, MO. 65804

By



Attorney-in-Fact

1637 S. Enterprise Avenue

(Address)

Springfield, MO. 65804

NOTE: Date of BOND must not be prior to date of Contract.

If SUPPLIER is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

Bond No.: NMO 3980

Project: **Oakland Avenue Overlay
Project**

City: **Bolivar, MO**

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Leo Journagan Construction Co., Inc.

(Name of Contractor)

3003 E. Chestnut Expressway, # 1200, Springfield, MO 65802

(Address of Contractor)

a Corporation, hereinafter called Principal, and

Merchants National Bonding, Inc.

(Name of Surety)

6700 Westown Parkway, West Des Moines, IA. 50266 (800) 678-8171

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto City of Bolivar, Missouri

345 S. Main Ave., Bolivar, Missouri 65613

(Address of Owner)

hereinafter called OWNER, in the penal sum of **Eighty-Seven Thousand Eight Hundred Fifty-Seven & 74/100 Dollars (\$87,857.74)** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 18th day of September, 2019 a copy of which is hereto attached and made a part hereof for the construction of:

Oakland Avenue Overlay Project

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed on such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligations on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in Three (3) counterparts, each one of which

shall be deemed an original, this the 18th day of September, 2019.

ATTEST: (SEAL)

Leo Journagan Construction Co., Inc.
Principal

By 

F. WENDLAND
(Witness as to Principal)

(Address)
LEO JOURNAGAN CONST CO, INC
3003 E. CHESTNUT EXPWY. #1200
SPRINGFIELD, MO 65802

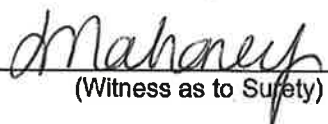
By 

Name & Title: JOHN A VIEW, III VP/TREAS
(Please Type or Print)

Address: 3003 E. Chestnut Expressway
1200, Springfield, MO 65802

ATTEST: (SEAL)

Merchants National Bonding, Inc.
(Surety)


(Witness as to Surety)

1637 S. Enterprise Avenue
(Address)

Springfield, MO. 65804

By 
Attorney-in-Fact

1637 S. Enterprise Avenue
(Address)

Springfield, MO. 65804

NOTE: Date of BOND must not be prior to date of Contract.
If SUPPLIER is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brandi J Bradley; Callae J Doty; Gary L Yost; Geneva E Dugger; Thomas A Montileone; William L Southworth Jr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of April, 2017.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 5th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



ALICIA K. GRAM
Commission Number 767430
My Commission Expires
April 1, 2020

Alicia K. Gram

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of September, 2019



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/05/2019

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 Barker Phillips Jackson, Inc PO Box 4207 Springfield MO 65808-4207		CONTACT NAME: Angela Broadwater PHONE (A/C, No, Ext): (417) 887-3550 E-MAIL ADDRESS: abroadwater@bpj.com FAX (A/C, No): (417) 887-3252																									
INSURED Leo Journagan Construction Co., Inc. 3003 E Chestnut Exp #1200 Springfield MO 65802-2590		INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A:</td><td>The Phoenix Insurance Co</td><td>NAIC #</td><td>25623</td></tr><tr><td>INSURER B:</td><td>Travelers Insurance</td><td></td><td>25658</td></tr><tr><td>INSURER C:</td><td>Midwest Builders Casualty Mutual</td><td></td><td>13126</td></tr><tr><td>INSURER D:</td><td>Great American Insurance Co</td><td></td><td>45202</td></tr><tr><td>INSURER E:</td><td></td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td><td></td></tr></table>		INSURER A:	The Phoenix Insurance Co	NAIC #	25623	INSURER B:	Travelers Insurance		25658	INSURER C:	Midwest Builders Casualty Mutual		13126	INSURER D:	Great American Insurance Co		45202	INSURER E:				INSURER F:			
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INSURER C:	Midwest Builders Casualty Mutual		13126																								
INSURER D:	Great American Insurance Co		45202																								
INSURER E:																											
INSURER F:																											

COVERAGES**CERTIFICATE NUMBER:** CL1932829826**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			DT-CO-7274B336-PHX-19	04/01/2019	04/01/2020	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 300,000	
	<input checked="" type="checkbox"/> EC&U		MED EXP (Any one person)				\$ 5,000	
	<input checked="" type="checkbox"/> Contractual Liability		PERSONAL & ADV INJURY				\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			DT-810-7274B336-IND-19	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person)				\$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS		BODILY INJURY (Per accident)				\$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PROPERTY DAMAGE (Per accident)				\$	
							\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			DTSM-CUP-7274B336-IND-19	04/01/2019	04/01/2020	EACH OCCURRENCE	\$ 15,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		AGGREGATE				\$ 15,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		\$					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC200-0000497-2019B	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	Y/N					E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
	D-Excess Umbrella TUE 3065089 00 B-Inland Marine QT-660-8F34596				04/01/2019	04/01/2020	Each Occ/Agg	5,000,000
							Rented/leased	1,000,000

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

Oakland Avenue Overlay Project

CERTIFICATE HOLDER**CANCELLATION**City of Bolivar
345 S Main Ave

Bolivar

MO 65613-2052

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

Angela Broadwater

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ORDINANCE COVER SHEET

Bill No. 2019-58

Ordinance No. _____

**“AN ORDINANCE APPROVING THE BID OF WINDSTREAM AND
BROADVIEW NETWORKS FOR A NEW CITY-WIDE PHONE SYSTEM AND
AUTHORIZING AGREEMENTS FOR MATERIALS AND LABOR
CONSISTENT WITH THE PHONE SYSTEM BID RECEIVED.”**

Filed for public inspection on _____.

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

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

Vote by the Board of Aldermen on _____:

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

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

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

Board of Aldermen Vote to Override Veto on _____.

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

Bill Effective Date: _____.

**“AN ORDINANCE APPROVING THE BID OF WINDSTREAM AND
BROADVIEW NETWORKS FOR A NEW CITY-WIDE PHONE SYSTEM AND
AUTHORIZING AGREEMENTS FOR MATERIALS AND LABOR
CONSISTENT WITH THE PHONE SYSTEM BID RECEIVED.”**

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

Section I: The City does hereby approve and accept the bid of Windstream and Broadview Networks for a new city-wide phone system for the City. The City authorizes agreements with Windstream and Broadview Networks for the materials and labor consistent with the phone system bid received and approved; with such bid and terms to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

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

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

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk

City of Bolivar

Date Created: 9/18/2019

Contract ID: 28726



now part of
windstream

Order Form and Agreement

Primary Contact

Brent Watkins

(417) 328-8292
















bwatkins@boliver.mo.us



Prepared By

David Russell

(972) 361-2303

david.russell@windstream.com

	Item	Quantity	One-Time	Monthly
 	User Extensions - Basic	61	\$0.00	-\$759.45 \$484.95
	Includes user license, extension, phone number, voicemail with voicemail to email, and 3 call paths; plus over 80 calling features including selective call routing. Includes online portal with desktop and mobile apps for managing the service.			
 	User Extensions - Standard	14	\$0.00	-\$300.30 \$237.30
	Includes user license, extension, phone number, voicemail and voicemail to email with transcription, and 3 call paths; plus over 80 calling features including selective call routing, call twinning, and SMS text messaging. Includes PC/Mac and mobile softphones and online portal with desktop and mobile apps for managing the service. Up to 5 devices can be logged in simultaneously to the same extension.			
	Phone Numbers	75	\$375.00	\$150.00
	75-Included in OfficeSuite® UC Plan	Credit	-\$375.00	-\$150.00
	OfficeSuite Account Activation & Site Install	6	-\$1,500.00 \$1,050.00	\$0.00
	Toll Free Number	1	\$0.00	\$11.50
	Free OfficeSuite UC Plan Toll Free number has a monthly allowance of 1,000 minutes, overage rate of \$0.03 per minute. Additional Toll Free numbers are charged at \$0.035 per minute with no monthly allowance.	Credit		-\$11.50
	OfficeSuite HD Meeting (25 Participant)	1	\$0.00	\$9.99
	1-Included in OfficeSuite® UC Plan	Credit		-\$9.99
	OfficeSuite Fax	1	\$0.00	\$12.00
	One fax line with a monthly allowance of 400 pages included in OfficeSuite UC Plan.	Credit		-\$12.00
	MyOfficeSuite with Company-Wide Chat & Presence	75	\$0.00	\$371.25
	Included in OfficeSuite UC Plan	Credit		-\$371.25
	OfficeSuite Professional Phone Install	75	\$1,875.00	\$0.00
	OfficeSuite Professional Phone Install			
	Verge 9308-WE 8-key Color Phone (Rent)	58	\$0.00	-\$377.00 \$116.00
	Verge 9312-WE 12-key Color Phone (Rent)	14	\$0.00	-\$112.00 \$49.00
	Verge 9318Ex-WE Color Expansion Module (Rent)	6	\$0.00	-\$30.00 \$9.00
	Verge AC power adapter (Rent)	72	\$0.00	\$36.00

Item		Quantity	One-Time	Monthly
	OfficeSuite Conference Set (6000) (Rent) High-fidelity calls	3	\$0.00	-\$66.00 \$60.00
	Polycom 6000 Power Adapter (Rent) Polycom 6000 Power Supply	3	\$0.00	\$0.00
Monthly Recurring Cost				\$992.25
TOTAL			\$2,925.00	\$992.25

Acknowledgements and Authorization

By signing this Order Form and Agreement, Customer authorizes Broadview Networks, Inc. now part of WindStream ("Company") to provide it with the "Services", at the locations and for the rates set forth above, and agrees to pay Company said rates for such Services at such locations, for the full Contract Term. The Services shall be provided in accordance with Company Tariffs maintained on file with applicable federal and state regulatory authorities (the "Tariffs"), the Master Terms and Conditions and the Product-Specific Terms and Conditions available on Company's website, all of which are expressly incorporated by reference herein. Rates and charges are exclusive of taxes, surcharges and fees, which in addition to applicable non-recurring and other charges, are set forth in Company Tariffs and on Company's "Standard Pricing Schedules" (also available on Company's website), as modified from time to time.

The Master Terms and Conditions and Product-Specific Terms and Conditions can be found at:

- Broadview Networks(now part of Windstream) Master Terms and Conditions:

http://corporate.broadviewnet.com/customer-terms-and-conditions/Master_TC.pdf

- OfficeSuite® Terms and Agreements:

http://corporate.broadviewnet.com/customer-terms-and-conditions/OfficeSuite_UC_TC.pdf

- E911 Policy:

http://corporate.broadviewnet.com/customer-terms-and-conditions/E911_Policy.pdf

- Broadspeed® Fax Terms and Agreements:

http://corporate.broadviewnet.com/customer-terms-and-conditions/Broadview_Fax_TC.pdf

Customer agrees to furnish such letters of agency/authorization to Company as shall be required in connection with the Services. Customer authorizes Company to contact credit references, to obtain credit reports through credit bureaus and to undertake such investigation as shall be reasonable and necessary to verify Customer's credit history.

Customer acknowledges as follows and represents that the undersigned is authorized to make such acknowledgement and to execute this Order Form and Agreement on its behalf.

- I have read and agree to the Master Terms and Conditions
- I have read and agree to the Product-Specific Terms and Conditions
- I understand that this Order Form and Agreement is for a term of 5 years and that early termination charges may apply if it is terminated early
- I have read and understand the VoIP Notification, Important Customer Information Regarding Emergency Services - 911 Dialing (available at <http://www.broadviewnet.com/About-Broadview-Networks/customer-terms-conditions/>)

Authorized Signature

Printed Name

Title

Date

Billing Information

Billing Contact
Brent Watkins
(417) 328-8292
bwatkins@boliver.mo.us

About City of Bolivar

Business Type	Bank	Federal Tax ID	D-U-N-S No.
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Social Security No.	Bank Account No.	Tax Exempt Status	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

Service Address and Shipping Information

Service Location #1		
Address	NPA-NXX: 417326	Site Contact
211 W WALNUT ST	Service IP Address:	Brent Watkins
BOLIVAR, MO 65613	Main Line CLID: 4173262489	(417) 328-8292
		bwatkins@boliver.mo.us
		Quantity
OfficeSuite Conference Set (6000) (Rent)		3
Polycom 6000 Power Adapter (Rent)		3
Verge 9308-WE 8-key Color Phone (Rent)		38
Verge 9312-WE 12-key Color Phone (Rent)		14
Verge 9318Ex-WE Color Expansion Module (Rent)		6
Verge AC power adapter (Rent)		52
Service Location #2		
Address	NPA-NXX: 417326	Site Contact
1506 W BROADWAY ST	Service IP Address:	Brent Watkins
BOLIVAR, MO 65613	Main Line CLID: 4173262489	(417) 328-8292
		bwatkins@boliver.mo.us
		Quantity
Verge 9308-WE 8-key Color Phone (Rent)		2
Verge AC power adapter (Rent)		2
Service Location #3		

Address
2551 W BROADWAY ST
BOLIVAR, MO 65613

NPA-NXX: 417326
Service IP Address:
Main Line CLID: 4173262489

Site Contact
Brent Watkins
(417) 328-8292
bwatkins@boliver.mo.us

	Quantity
Verge 9308-WE 8-key Color Phone (Rent)	2
Verge AC power adapter (Rent)	2

Service Location #4

Address
345 S MAIN AVE
BOLIVAR, MO 65613

NPA-NXX: 417326
Service IP Address:
Main Line CLID: 4173262489

Site Contact
Brent Watkins
(417) 328-8292
bwatkins@boliver.mo.us

	Quantity
Verge 9308-WE 8-key Color Phone (Rent)	12
Verge AC power adapter (Rent)	12

Service Location #5

Address
649 S DUNNEGAN AVE
BOLIVAR, MO 65613

NPA-NXX: 417326
Service IP Address:
Main Line CLID: 4173262491

Site Contact
Brent Watkins
(417) 328-8292
bwatkins@boliver.mo.us

	Quantity
Verge 9308-WE 8-key Color Phone (Rent)	2
Verge AC power adapter (Rent)	2




Service Location #6




Address
1801 E Broadway St
bolivar, MO 65613

NPA-NXX: 417326
Service IP Address:
Main Line CLID: 4173266499

Site Contact
Brent Watkins
(417) 328-8292
bwatkins@boliver.mo.us

	Quantity
Verge 9308-WE 8-key Color Phone (Rent)	2
Verge AC power adapter (Rent)	2

Phone or Accessory		Purchase	Included with 5-Year Term
	<p>Verge 9308-WE 8-key Color Phone</p> <ul style="list-style-type: none"> • Exclusively designed for OfficeSuite UC® • 3.5 inch color display • 8 self-labeling keys • Hands-free speakerphone • Integrated GigE switch • Analog Headset-ready • Voicemail indicator • Three soft keys (plus More key) • Ten function keys plus Navigation cluster • PoE compliant or separate AC power adapter available 		<p>Quantity: 58</p> <hr/> <p>\$6.50 \$2.00 per month</p>
	<p>Verge 9312-WE 12-key Color Phone</p> <ul style="list-style-type: none"> • Exclusively designed for OfficeSuite UC® • 4.3 inch color display • 12 self-labeling keys • Hands-free speakerphone • Integrated GigE switch • Bluetooth support • Analog and BT Headset-ready • Voicemail indicator • Three soft keys (plus More key) • Ten function keys plus Navigation cluster • Verge 9318Ex-WE expander support • PoE compliant or separate AC power adapter available 		<p>Quantity: 14</p> <hr/> <p>\$8.00 \$3.50 per month</p>
	<p>Verge 9318Ex-WE Color Expansion Module</p> <ul style="list-style-type: none"> • Supported on the Verge 9312-WE phone only • 18 programmable keys • 4.3 inch color display • Daisy-chain up to 3 Expansion Modules per phone • Requires phone's AC power adapter if two or more expanders connected to a phone 		<p>Quantity: 6</p> <hr/> <p>\$5.00 \$1.50 per month</p>

Phone or Accessory		Purchase	Included with 5-Year Term
	Verge AC power adapter <hr/> <ul style="list-style-type: none"> For use with 9308-WE, 9312-WE and 9318Ex-WE 		Quantity: 72 <hr/> \$0.50 per month
	OfficeSuite Conference Set (6000) <hr/> <ul style="list-style-type: none"> High-fidelity calls Polycom acoustic clarity technology Microphone for up to 12 participants High-resolution display Integrated PoE for easy installation Resistance to interference Superior sound quality Energy efficient 		Quantity: 3 <hr/> \$22.00 \$20.00 per month
	Polycom 6000 Power Adapter <hr/> <ul style="list-style-type: none"> Provides power to OfficeSuite Conference Set 6000 Universal AC Input POE Injector Input 100-250V AC, 50-60 Hz, 400 mA Output +48V DC Includes power cable and CAT5E cable 		Quantity: 3 <hr/> \$0.00 per month

ORDINANCE COVER SHEET

Bill No. 2019-59

Ordinance No. _____

“AN ORDINANCE APPROVING THE BIDS OF JMARK BUSINESS SOLUTIONS, INC. FOR MULTIPLE UPGRADES TO THE CITY’S INFORMATION TECHNOLOGY EQUIPMENT AND SYSTEMS AND AUTHORIZING AGREEMENTS FOR MATERIALS AND LABOR CONSISTENT WITH INFORMATION TECHNOLOGY BIDS RECEIVED.”

Filed for public inspection on _____.

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

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

Vote by the Board of Aldermen on _____:

_____ Aye; _____ Nay; _____ Abstain

_____ Approved by the Mayor on _____.

_____ Vetoed by the Mayor on _____.

Board of Aldermen Vote to Override Veto on _____.

_____ Aye; _____ Nay; _____ Abstain

Bill Effective Date: _____.

“AN ORDINANCE APPROVING THE BIDS OF JMARK BUSINESS SOLUTIONS, INC. FOR MULTIPLE UPGRADES TO THE CITY’S INFORMATION TECHNOLOGY EQUIPMENT AND SYSTEMS AND AUTHORIZING AGREEMENTS FOR MATERIALS AND LABOR CONSISTENT WITH INFORMATION TECHNOLOGY BIDS RECEIVED.”

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

Section I: The City does hereby approve and accept the bids of JMARK Business Solutions, Inc. for the following upgrades to the City’s information and technology equipment and systems: (i) City’s firewall and web filter; and (ii) City’s networking equipment/services; and (iii) City’s computer replacement; and (iv) City’s server/exchange server upgrades. The City authorizes agreements with JMARK Business Solutions, Inc. for the materials and labor consistent with the information technology bids received and approved; with such bids and terms to be in the form attached hereto as Exhibits “A” “B” “C” and “D” and made a part hereof by reference.

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

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

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk

Solution Proposal

Prepared For

City of Bolivar

Computer Replacement 2019

Proposal #: 021760 v1



www.jmark.com

Hardware	Price	Qty	Total
HP ProDesk 600	\$944.00	9	\$8,496.00
HP Business ProDesk 600 G4 SFF Desktop Computer <ul style="list-style-type: none"> • Intel Core i5-8500 3.0 GHz Six-Core CPU • 8 GB RAM (expandable to 64GB) • Intel UHD 630 Graphics • 256GB SSD • DVD Writer • 1 VGA and 2 DisplayPorts • Gigabit Ethernet • 6 USB 3.1 Ports, 4 USB 2.0 Ports • 1 USB Type-C Port • USB Keyboard & Mouse • Microsoft Windows 10 Pro 64-bit • HP 3 Year Next Business Day Warranty 		9	
HP Service/Support - 5 Year - Service - 9 x 5 - On-site - Maintenance - Parts & Labor - Physical Service		9	
HP ProBook 650	\$1,620.00	3	\$4,860.00
HP ProBook 650 G4 15.6" Notebook <ul style="list-style-type: none"> Core i5 8250U / 1.6 GHz Win 10 Pro 64-bit 8 GB RAM 256 GB SSD NVMe HP Value MLC DVD-Writer 15.6" IPS 1920 x 1080 (Full HD) UHD Graphics 620 Wi-Fi Bluetooth 		3	
Electronic HP Care Pack Next Business Day Hardware Support - Extended service agreement - parts and labor (for CPU only) - 5 years - on-site - response time: NBD		3	
Subtotal:			\$13,356.00

Software	Price	Qty	Total
Microsoft Windows 10 Pro - Upgrade License - 1 PC - Volume - Single Language - PC Windows 10 upgrade license for HP Minis.	\$187.00	12	\$2,244.00
Subtotal:			\$2,244.00

Labor	Total
Fixed fee labor Labor to upgrade Windows 7 Operating systems to Windows 10 Operating systems. 36 total machines to upgrade	\$25,200.00
JMARK Preferred client discount.	(\$25,200.00)

Proposal Information:

Quote #: 021760
Version: 1
Delivery Date: 08/29/2019
Expiration Date: 08/31/2019

Prepared for:

City of Bolivar
PO Box 9
Bolivar, MO 65613
Brent Watkins
bwatkins@bolivar.mo.us
(417) 326-5242

Prepared by:

JMARK Business Solutions, Inc
Travis Hedrick
417-863-1700
Fax 417-863-2400
thedrick@jmark.com

Quote Summary*		Total
	Hardware	\$13,356.00
	Software	\$2,244.00
	Subtotal	\$15,600.00
	Shipping	\$100.00
	Total	\$15,700.00

GreatAmerica Financing*	No. of Payments	Monthly Total
36 Months, \$1 Lease, 0 Advance Payments	36	\$506.64

*Applicable City, County, and State Taxes will be applied at time of final invoicing.

Hardware & Software are due at signing. Labor is to be billed at JMARK's standard hourly rate unless otherwise specified on the quote or covered under contract. All other charges are due within 30 days following the date billed. Accounts not paid by the due date will bear interest at the rate of 1.5% per month until paid. If JMARK is required to refer an account to attorneys for collection, client agrees to pay all costs of collection, including reasonable attorneys fees. A 20% restocking fee will be added to any parts that are returned to JMARK by CLIENT.

All quotes are valid for 30 days from the date of proposal.

For complete Terms and Conditions please visit: <http://www.JMARK.com/terms>.

E-Signature Confirmation

Name: Brent Watkins
IP Address: 174.234.136.50
Email Address: bwatkins@bolivar.mo.us
PO Number: bwatkins@bolivar.mo.us
Date: 08/29/2019 1:57 PM

Signature

Solution Proposal

Prepared For

City of Bolivar

Infrastructure Renewal - Exchange On Prem
Proposal #: 021765 v1



www.jmark.com

Software	Price	Qty	Total
HPE VMware vSphere Essentials Plus 1 Year 24x7 Support - License - 6 Processor - Standard - Electronic	\$4,995.00	1	\$4,995.00
Microsfot Windows Server 2016 GOVT	\$803.00	5	\$4,015.00
Windows GV SVR CAL 19 EN LOC GOVT OLP U CAL	\$29.00	60	\$1,740.00
Microsoft Windows Remote Desktop Services GOV	\$109.00	10	\$1,090.00
GV EXCHG STD 2019 EN LOC GOVT OLP NL	\$644.00	1	\$644.00
GV EXCHG STD CAL 19 EN LOC GOVT OLP NL U	\$81.00	140	\$11,340.00
Microsoft Office 2019 Home & Business - License - 1 PC/Mac, 1 Device - Download - All Languages - Intel-based Mac, PC	\$249.99	40	\$9,999.60
Subtotal:			\$33,823.60

Labor	Total
-------	-------

Fixed fee labor	\$19,250.00
------------------------	--------------------

As part of this fixed price project, JMARK will provide the below services based on industry best practices. All installations that require downtime will be scheduled outside normal business hours.

Servers and Storage

- Update ESX host to latest supported VMware version.
- Spin up latest supported version of VCSA.
- Create 5 new VM's on the upgraded VMWare host:
 - COB-DC01
 - COB-FS01
 - COB-Admin01
 - COB-PD01
 - COB-RDS01
- Install Windows 2016 on all new VM's.
- Migrate the following Windows 2008 R2 VM's to Windows 2016:
 - COBDC - Domain Controller - COB-DC01
 - COBFP - File/Print - COB-FS01
 - COBMAN - Veeam/Management - COB-Admin01
 - COBPD - Police department software - COB-PD01
 - COBPDTS - PD Terminal Server - COB-RDS01
 - COBTS_modified - Terminal Server - COB-RDS01
- See if COBFD can be migrated to a cloud offering.
- Decommission all Windows 2008 R2 VM's.
- COBCH_restored - Will be decommissioned, software already on COBCH12.
- Update backups and documentation.

Exchange 2016

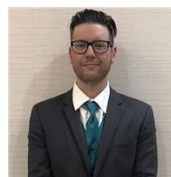
- Install Exchange 2016 on COB-MX01.
- Verify mail connectivity between old Exchange server and new Exchange server
- Execute staged mailbox move from old Exchange server to new Exchange server.
- Update all DNS records and verify mail connectivity.
- Move any remaining services like Public Folders or Shared Calendars.
- Decommission old Exchange server.

Proposal Information:

Quote #: 021765
Version: 1
Delivery Date: 08/29/2019
Expiration Date: 08/31/2019

Prepared for:

City of Bolivar
PO Box 9 29
Bolivar, MO 65613
Brent Watkins
bwatkins@bolivar.mo.us
(417) 326-5242

Prepared by:

JMARK Business Solutions, Inc
Nik Timmermans
417-863-1700
Fax 479-695-0035
ntimmermans@jmark.com

Quote Summary*		Total
	Software	\$33,823.60
	Labor	\$5,500.00
	Subtotal	\$39,323.60
	Shipping	\$50.00
	Total	\$39,373.60

*Applicable City, County, and State Taxes will be applied at time of final invoicing.

Hardware & Software are due at signing. Labor is to be billed at JMARK's standard hourly rate unless otherwise specified on the quote or covered under contract. All other charges are due within 30 days following the date billed. Accounts not paid by the due date will bear interest at the rate of 1.5% per month until paid. If JMARK is required to refer an account to attorneys for collection, client agrees to pay all costs of collection, including reasonable attorneys fees. A 20% restocking fee will be added to any parts that are returned to JMARK by CLIENT.

All quotes are valid for 30 days from the date of proposal.

For complete Terms and Conditions please visit: <http://www.JMARK.com/terms>.

E-Signature Confirmation

Name: Brent Watkins
IP Address: 174.234.136.50
Email Address: bwatkins@bolivar.mo.us
PO Number: bwatkins@bolivar.mo.us
Date: 08/29/2019 1:56 PM

Signature

Solution Proposal

Prepared For

City of Bolivar

Firewall and Web Filter
Proposal #: 021550 v1



www.jmark.com

Hardware	Price	Qty	Total
Meraki MX84 Cloud Managed Security Appliance - 10 Port - 1000Base-T Gigabit Ethernet - AES (128-bit) - USB - 10 x RJ-45 - 2 - SFP - 2 x SFP - Manageable - 1U - Rack-mountable	\$1,499.99	1	\$1,499.99
Meraki MX84 Advanced Security License and Support, 3 Years - Meraki MX84 Cloud Managed Security Appliance - License - 3 Year License Validation Period	\$2,708.99	1	\$2,708.99
Subtotal:			\$4,208.98

Labor	Total
Fixed fee labor	\$1,225.00

As part of this fixed price project, JMARK will provide the below services based on industry best practices. All installations that require downtime will be scheduled outside normal business hours.

Firewall

- Prepare firewall for installation at City of Bolivar.
- Mirror configuration of current firewall.
- Communicate service window with the customer.
- Install the newly configured firewall at the customer location.

Any work performed outside of the scope of work stated above may be billed separately at JMARK's standard hourly rates with prior written approval from City of Bolivar.

Fixed fee labor	\$2,800.00
------------------------	-------------------

As part of this fixed price project, JMARK will provide the below services based on industry best practices. All installations that require downtime will be scheduled outside normal business hours.

Cisco Umbrella

- Configure Cisco Umbrella local virtual appliance on the VMWare server.
- Migrate Content Filtering policies and rules to Cisco Umbrella.
- Verify traffic is flowing as expected.
- Setup monthly reports.

Any work performed outside of the scope of work stated above may be billed separately at JMARK's standard hourly rates with prior written approval from City of Bolivar.

Subtotal:		\$4,025.00
-----------	--	-------------------

Recurring	Recurring	One-Time	Qty	Total Recurring	Total One-Time Fees
Cisco Umbrella Insight Content Filtering - Billed Monthly	\$5.00	\$0.00	84	\$420.00	\$0.00
*24 month term					
				One-Time Subtotal:	\$0.00
				Recurring Subtotal:	\$420.00

Proposal Information:

Quote #: 021550
Version: 1
Delivery Date: 08/29/2019
Expiration Date: 08/31/2019

Prepared for:

City of Bolivar
PO Box 9
Bolivar, MO 65613
Brent Watkins
bwatkins@bolivar.mo.us
(417) 328-5851

Prepared by:

JMARK Business Solutions, Inc
Travis Hedrick
417-863-1700
Fax 479-695-0035
thedrick@jmark.com

Quote Summary*		Total
	Hardware	\$4,208.98
	Labor	\$4,025.00
	Subtotal	\$8,233.98
	Shipping	\$50.00
	Total	\$8,283.98

Recurring Expenses Summary*		Total
	Recurring	\$420.00
	Recurring Total	\$420.00

*Applicable City, County, and State Taxes will be applied at time of final invoicing.

Hardware & Software are due at signing. Labor is to be billed at JMARK's standard hourly rate unless otherwise specified on the quote or covered under contract. All other charges are due within 30 days following the date billed. Accounts not paid by the due date will bear interest at the rate of 1.5% per month until paid. If JMARK is required to refer an account to attorneys for collection, client agrees to pay all costs of collection, including reasonable attorneys fees. A 20% restocking fee will be added to any parts that are returned to JMARK by CLIENT.

All quotes are valid for 30 days from the date of proposal.

For complete Terms and Conditions please visit: <http://www.JMARK.com/terms>.

E-Signature Confirmation

Name: Brent Watkins
IP Address: 174.234.136.50
Email Address: bwatkins@bolivar.mo.us
PO Number: bwatkins@bolivar.mo.us
Date: 08/29/2019 1:57 PM

Signature

Solution Proposal

Prepared For

City of Bolivar

Infrastructure Renewal - Network Equipment Only
Proposal #: 021750 v1



www.jmark.com

Switches	Price	Qty	Total
Meraki MS225-24P Ethernet Switch - 24 Network, 4 Uplink, 2 Stack - Manageable - Twisted Pair, Optical Fiber - Modular - 3 Layer Supported - 1U High - Rack-mountable, Desktop - Lifetime Limited Warranty	\$3,700.00	1	\$3,700.00
Meraki Enterprise With 5 Years Enterprise Support - Cisco Meraki Cloud Managed MS225-24P - Switch - 24 Ports - Subscription License 1 Switch - 5 Year License Validation Period	\$600.00	1	\$600.00
Meraki MS225-48LP Ethernet Switch - 48 Network, 4 Uplink, 2 Stack - Manageable - Twisted Pair, Optical Fiber - Modular - 3 Layer Supported - 1U High - Rack-mountable, Desktop - Lifetime Limited Warranty	\$5,100.00	2	\$10,200.00
Meraki Enterprise With 5 Years Enterprise Support - Cisco Meraki Cloud Managed MS225-48LP - Switch - 48 Ports - Subscription License 1 Switch - 5 Year License Validation Period	\$850.00	2	\$1,700.00
Meraki MS225-24 Ethernet Switch - 24 Network, 4 Expansion Slot, 2 Stack - Manageable - Twisted Pair, Optical Fiber - Modular - 3 Layer Supported - 1U High - Rack-mountable, Desktop - Lifetime Limited Warranty	\$3,100.00	2	\$6,200.00
Meraki Enterprise With 5 Years Enterprise Support - Cisco Meraki Cloud Managed MS225-24 - Switch - 24 Ports - Subscription License 1 Switch - 5 Year License Validation Period	\$550.00	2	\$1,100.00
Meraki MS225-48 Ethernet Switch - 48 Network, 4 Uplink, 2 Stack - Manageable - Twisted Pair, Optical Fiber - Modular - 3 Layer Supported - 1U High - Rack-mountable, Desktop - Lifetime Limited Warranty	\$4,250.00	1	\$4,250.00
Meraki Enterprise With 5 Years Enterprise Support - Cisco Meraki Cloud Managed MS225-48 - Switch - 48 Ports - Subscription License 1 Switch - 5 Year License Validation Period	\$700.00	1	\$700.00
Meraki 40GbE QSFP Cable, 1 Meter - QSFP for Network Device - 5 GB/s - 3.28 ft - QSFP Network	\$150.00	6	\$900.00
Subtotal:			\$29,350.00

UPS	Price	Qty	Total
Eaton 5PX 1500 - 1440 VA/1440 W - 132 V AC - 3 Minute Stand-by Time - 2U Tower/Rack Mountable - 8 x NEMA 5-15R	\$1,140.00	1	\$1,140.00
<ul style="list-style-type: none"> • Eaton 5PX 1500 • 1440VA • 132 V AC • 3 Minute Uptime • 2U Tower/Rack Mountable • 8 x NEMA 5-15R plugs • 1x NEMA 5-15P input plug • 3 Year Warranty (with registration) 			
(Note: This UPS requires a NEMA 5P-15R (120v @ 15 amp) power connection. JMARK will assist with qualifying and coordinating with a licensed electrician if necessary.)			
Eaton UPS External Battery Module - 48 V DC - Sealed Lead Acid (SLA) - Maintenance-free	\$550.00	1	\$550.00
Eaton UPS External Battery Module - 48 V DC - Sealed Lead Acid - Maintenance-free			
Subtotal:			\$1,690.00

Labor	Total
Fixed fee labor	\$7,000.00
As part of this fixed price project, JMARK will provide the below services based on industry best practices. All installations that require downtime will be scheduled outside normal business hours.	
UPS	
<ul style="list-style-type: none"> • Install Eaton UPS in the network closet. 	
Network equipment	
<ul style="list-style-type: none"> • Mirror configuration of HP 2910 switches, Cisco 2960S-48 and Cisco 2960S-24 onto Meraki MS225 non-PoE switches. • Mirror configuration of Adtran NetVanta switches and HP ProCurve 2610-24 PWR switch onto Meraki MS225 PoE switches. • Mirror configuration of Sonicwall firewall onto Meraki MX64 • Install equipment at customer site. • Stack all switches that are in the same physical location together. • Install 10 new MR licenses to increase the expiration date on the MR access points from 2020 to 2023. 	
Subtotal:	
\$7,000.00	

Proposal Information:

Quote #: 021750
Version: 1
Delivery Date: 08/29/2019
Expiration Date: 08/31/2019

Prepared for:

City of Bolivar
PO Box 9 29
Bolivar, MO 65613
Brent Watkins
bwatkins@bolivar.mo.us
(417) 326-5242

Prepared by:

JMARK Business Solutions, Inc
Travis Hedrick
417-863-1700
Fax 479-695-0035
thedrick@jmark.com

Quote Summary*		Total
	Switches	\$29,350.00
	UPS	\$1,690.00
	Labor	\$7,000.00
	Subtotal	\$38,040.00
	Shipping	\$100.00
	Total	\$38,140.00

*Applicable City, County, and State Taxes will be applied at time of final invoicing.

Hardware & Software are due at signing. Labor is to be billed at JMARK's standard hourly rate unless otherwise specified on the quote or covered under contract. All other charges are due within 30 days following the date billed. Accounts not paid by the due date will bear interest at the rate of 1.5% per month until paid. If JMARK is required to refer an account to attorneys for collection, client agrees to pay all costs of collection, including reasonable attorneys fees. A 20% restocking fee will be added to any parts that are returned to JMARK by CLIENT.

All quotes are valid for 30 days from the date of proposal.

For complete Terms and Conditions please visit: <http://www.JMARK.com/terms>.

E-Signature Confirmation

Name: Brent Watkins
IP Address: 174.234.136.50
Email Address: bwatkins@bolivar.mo.us
PO Number: bwatkins@bolivar.mo.us
Date: 08/29/2019 1:56 PM


Signature



www.flynnndrilling.com

P.O. Box 265 • Troy MO 63379

OFFICE: 636.528.6137

FAX: 636.528.6156

P.O. Box 862 • Rolla, MO 65401

OFFICE: 573.341.8444

FAX: 573.341.5353

PROPOSAL

Owner: City of Bolivar Phone #'s James 417-777-0981

Address: _____

Location of Property (Legal Description) Well #2 / South Town

We hereby submit specifications and estimates for:

James,

The pumping equipment has been pulled and inspected for Well #2 / South Town Well. The following is an itemized breakdown of our recommendations for repair and related cost:

273' of 4" Domestic Galvanized Drop Pipe w/H/D Couplings @ \$23.47ft.	\$ 6,407.00
1 - 4" S/S Flomatic Check Valve w/B/O	\$ 1,005.00
4 - 4" x 12" S/S Nipples	\$ 377.00
2 - 4" H/D Galvanized Couplings	\$ 104.00
Setting Material Complete (S/S Bands, Tape, Splice, Dual H/D Airline, Misc.)	\$ 595.00
Labor To Prep, Reinstall, & Test Pumping Equipment Complete	\$ 2,950.00
Less Inspection Program Discount	- \$ (295.00)

TOTAL \$ 11,143.00

Options:

475S300-4 S/S Grundfos Pump End	\$ 4,519.00
30hp 460v 3ph Hitachi Motor	\$ 3,437.00

FLYNN DRILLING COMPANY, INC.

ACCEPTED BY:

By: [Signature]
Date: 9-10-19 Thank You

All work done by the contractor shall be paid upon completion. Owner agrees to pay a service charge on any unpaid balance after 10 days at the rate of 1% per month and, further, agrees that he (they) shall be responsible for all court costs and attorney's fees incurred in the collection of any balance due on this contract if attorney's fees and court costs are incurred in the collection.

QUOTATION

Layne Christensen Company

620 South 38th Street

Kansas City, KS 66106

Phone (913) 321-5000

Fax (913) 321-5012

Date: 09/11/19

P.O. Number:

Purchaser: City of Bolivar, MO

Attn: James Bradshaw

PO Box 9

Englewood, CO 80112

water@bolivar.mo.us

Job Number: _____

We are pleased to submit the following quotation:

Job Description: WELL 2 PUMP REPAIR

MATERIALS

QNTY	UNITS	DESCRIPTION	PRICE	TOTAL
273	FT	4" X 21' T&C DOMESTIC GALVANIZED DROP PIPE	19.00	5,187.00
1	EA	4" SS CHECK VALVE W/BREAK OUT PLUG	713.00	713.00
4	EA	4" X 12" GALVANIZED NIPPLE	80.00	320.00
2	EA	4" GALVANIZED COUPLINGS	80.00	160.00
1	EA	MISC. AIRLINE, TAPE, GREASE, MISC.	125.00	125.00
		*Assuming existing discharge head, submersible power cable, motor, pump are in good condition and can be re-used.		
		*Assumes site is accessible for pump rig and no site work required.		
		Since we didn't pull pump, assumes well is in working order and well is ready for pump installation.		
TOTAL MATERIALS				\$6,505.00

LABOR

QNTY	UNITS	DESCRIPTION	PRICE	TOTAL
1	LS	FIELD LABOR - MOBILIZE TO SITE, RIG UP, INSTALL PUMPING EQUIPMENT, FLOW TEST, CLEAN UP, DEMOBILIZE	7,950.00	7,950.00
1	LS	SHOP LABOR - PREPARE ASSEMBLY FOR INSTALLATION	475.00	475.00
		*If any additional repairs or labor required, standar labor rates apply.		
		NOTES: 1) Payment Terms Net 30 Days.		
		2) Prices Valid For 30 Days From Date of Quotation.		
TOTAL LABOR				\$8,425.00
TOTAL PROJECT				\$14,930.00

The undersigned Purchaser hereby instructs Layne Christensen Company (Contractor), to proceed with the work described with the understanding that the Terms and Conditions shown on the reverse are hereby incorporated as part of this Quotation and with the specific understanding that Contractor will not be held liable for any damage in any way whatsoever for failure to complete the described work, nor for any injury or damage resulting from Contractor's efforts to perform such work, or for delay on Contractor's part in completing same. All work described herein will be provided as quoted above or on a cost plus basis at the hourly rates provided. All quotes indicated, if any, are estimates based on the best information available prior to beginning work. As the scope of work changes, revised quotations will not be issued unless requested. Purchaser's pumps, motors, parts and/or accessories may be stored by the Contractor for thirty (30) days from the date of invoice or other written notice from Contractor. After said thirty (30) days, disposal of such equipment may be made by the Contractor without incurring any liability.

Purchaser**Contractor**

Layne Christensen Company

By: _____

By: _____
Logan Wartick

Title: _____

Title: Project Manager

Date: _____

Date: 05/30/18

PO #:

AGREEMENT FOR TRASH SERVICE BILLING AND FEE COLLECTION

This Agreement for Trash Service Billing and Fee Collection (hereinafter referred to as the "Agreement") is made and entered into this ____ day of _____, 20____, between **The City of Bolivar Missouri, a Missouri Municipal Corporation** (hereinafter referred to as "the City"), and _____ (hereinafter referred to as the "Trash Utility.") If the Trash Utility is more than one person or entity, then each is jointly and severally liable for the terms of this Agreement.

Purpose. The purpose of this Agreement is to obligate the City to notify the City's utility customers as to available trash services and to provide for the billing and fee collection for the Trash Utility for those residents who choose to accept trash services offered, and to do so in accordance with the terms hereof, and to obligate the Trash Utility to compensate City for its services in accordance with the terms hereof, and to establish their respective obligations to one another with respect thereto.

THE CITY AND THE TRASH UTILITY MUTUALLY AGREE TO THE FOLLOWING TERMS AND CONDITIONS

1. Scope of Services. Subject to the limitations provided for below in this Agreement, the City will:

- A. Furnish its utility customers with notification of available trash services from the Trash Utility, along with the then current rates for such regular services; and
- B. Provide for the billing and (subject to the limitations below) fee collection for Trash Utility's regular trash services to those City utility customers who choose to accept the Trash Utility's services. The City will keep an accounting of customers billed for the regular trash services, monies collected for regular trash services, and of delinquencies in payment from the Trash Utility's customers. The foregoing information will be available to the Trash Utility upon request. The City will not be obligated to pursue collections from Trash Utility's customers, other than (i) to notify the customers of when and where payments are due, and the amount owed for the regular trash services provided; and (ii) to accept payments for such services on behalf of the Trash Utility. The City will not be liable to Trash Utility for any customer who fails to timely pay for their trash services, and Trash Utility accepts the risk of non-payment from its customers and will be responsible for the collection of delinquent accounts outside of the scope of the services described herein. Additionally, the City will not be obligated to bill and collect for any additional services provided to the Trash Utility's customers over and above the regular trash collection services provided; and it is understood that the Trash Utility will coordinate the provision of, billing, and collection for any special services provided to its customers over and above the regular collection services provided.

and

- C. Disburse monies collected for the Trash Utility's services to the Trash Utility, minus the City's earned fee for the performance of the City's obligations as stated herein. The City will disburse the monies collected and due to the Trash Utility on the third (3rd) Thursday of each month.

2. Reimbursement for City Services. The Trash Utility agrees to pay to the City the amount of \$ _____ per month for each of the Trash Utility's customers that are then receiving billing from the City, as compensation for the services provided by the City as described herein. The City will receive its reimbursement by withholding the total monthly amount due for the City's reimbursement from the monthly distributions made to the Trash Utility. The City will be entitled to reimbursement on a monthly basis as to each Trash Utility customer then receiving billing from the City regardless of whether or not such customer actually pays their bill through the City in a timely manner.

3. Term. The initial term of this Agreement will begin on the _____ day of _____, 20____, and will expire at midnight on the 31st day of December, 20____. At the expiration of the initial term; and at the expiration of each subsequent term, this Agreement will automatically renew for additional terms of one (1) year unless otherwise terminated by either party with _____ days' advance written notice.

Notwithstanding the foregoing provisions, either party may terminate this Agreement at any time and without recourse by providing the other party with _____ days' advance written notice.

4. Other Provisions Regarding Relationship Between City and Trash Utility:

- A. City and Trash Utility as Separate Entities: During the term of this Agreement, and unless expressly determined otherwise in writing executed by the parties, the Trash Utility and their Staff, if any, shall at all times be and be deemed to be separate and independent of the City. Neither the Trash Utility nor any of its Staff is an employee or agent of the City for any purpose whatsoever, and *vice versa*. Neither the City nor the Trash Utility will at any time determine the method, details and means of the other in performing their services to each other or their respective customers. Neither the City nor the Trash Utility will provide tools, materials, equipment or labor for the other party in performing their services to each other or their respective customers (outside of the limited scope of services as detailed in this Agreement).
- B. City Not Responsible for Certain Communications: The City will not be responsible for providing Trash Utility's customers with any terms of the services as between the customer and the Trash Utility; and in the event that the Trash Utility requires its customers to be notified about any sort of written terms or to sign agreements as to services it provides to its customers, the Trash Utility understands that any such negotiation or communication will be done directly between the Trash Utility and its customers.

- C. Change in Trash Utility's Rates: The Trash Utility will notify the City as to any change in the Trash Utility's rates, fees, late fees, etc. for the regular trash services it provides to its customers, along with the date(s) that such rate changes will take effect in a manner so that the City may timely prepare accurate billing statements for the Trash Utility's customers. The Trash Utility will be solely responsible for directly notifying its customers as to any such rate changes and the date(s) that such changes will take effect.
- D. Notification to City When Services Between Trash Utility and Customer Terminated: The Trash Utility will be responsible for timely notifying the City in the event that service as between the Trash Utility and its customers is terminated or discontinued for any reason. The City will not be liable for any damages from errors in billing caused by Trash Utility's failure to notify the City as soon as is practical of a termination in service as to Trash Utility's customers. The Trash Utility will indemnify, defend, and hold the City harmless in respect to all losses, claims, causes of action, judgments, or expenses of any kind, including reasonable attorney fees and costs, arising in any way from a violation of the foregoing provisions.

5. City May Provide Services to Others: Nothing in this Agreement will preclude the City from at any time performing services similar or identical to the scope of services as stated in this Agreement to third parties other than the Trash Utility, and the City will at all times be free to make their services available to other trash service providers. Notwithstanding the foregoing provisions, in the event that the City accepts a contractual fee from a third party trash utility for similar billing services that is lower than the fee to be paid by the Trash Utility during the term of this Agreement, the City will offer the same lower fee to the Trash Utility for the remainder of the term of this Agreement.

6. 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 Trash Utility addressed as follows:

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.

7. Assignment: Neither party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

8. 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.

9. Severability. In the event that any provision, paragraph, or sub-paragraph 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 and sub-paragraphs will remain in full force and effect.

10. 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.

11. Governing Law. This Agreement will be construed and enforced under the laws of the State of Missouri.

12. Binding Effect. This Agreement will be binding upon and will inure to the benefit of City, and their respective successors and assigns, and upon the Trash Utility, and their heirs, personal representatives, successors and assigns.

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

City of Bolivar, Missouri

Mayor

DATE

City Clerk, Attest

DATE

Signature of Trash Utility, or Trash Utility's Agent

CITY OF BOLIVAR

Bill No. 2019-60

Ordinance No.

AN ORDINANCE AUTHORIZING THE CITY TO ACCEPT A GRANT AGREEMENT WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE U.S. DEPARTMENT OF HOMELAND SECURITY FOR APPLICATION FOR FUNDS TO PROVIDE FOR SAFETY EQUIPMENT.

Filed for public inspection on:.

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

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

Vote by the Board of Aldermen on: .

_____ Aye; _____ Nay; _____ Abstain; _____ 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: .

CITY OF BOLIVAR

Bill No. 2019-60

Ordinance No.

AN ORDINANCE AUTHORIZING THE CITY TO ACCEPT A GRANT AGREEMENT WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE U.S. DEPARTMENT OF HOMELAND SECURITY FOR APPLICATION FOR FUNDS TO PROVIDE FOR SAFETY EQUIPMENT.

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

Section I: The City is hereby authorized to enter into and accept a grant agreement with the Federal Emergency Management Agency and the U.S. Department of Homeland Security for application for funds to provide additional Safety Equipment; agreement terms to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

Section II: The Mayor and City Clerk are hereby authorized and directed to enter into and accept said grant agreement for and on behalf of the City.

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

Christopher D. Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Brent Watkins
Bolivar, City of
PO BOX 9
BOLIVAR, MO 65613



EMW-2018-FO-03370

Dear Brent Watkins,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2018 Assistance to Firefighters Grant (AFG) funding opportunity has been approved in the amount of \$12,380.95 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00 percent of the Federal funds awarded, or \$ 619.05 for a total approved budget of \$ 13,000.00 . Please see the FY 2018 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2018 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink, which appears to read "Bridget Bean".

Bridget Bean
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2018 Assistance to Firefighters Grant

Recipient: Bolivar, City of

DUNS number: 013345400

Award number: EMW-2018-FO-03370

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2018 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$13,000.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Federal	\$12,380.95
Non-Federal	\$619.05
Total	\$13,000.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2018 AFG NOFO.

Approved request details:

Personal Protective Equipment

Face Pieces (not associated with SCBA requests)

DESCRIPTION

The Scott Safety EPIC 3 Radio Direct Interface (RDI) voice amplifier enhances SCBA facepiece voice intelligibility and delivers clear two-way radio communications when operated with compatible handheld field radios and remote speaker microphones

QUANTITY	UNIT PRICE	TOTAL
26	\$500.00	\$13,000.00

BUDGET CLASS

Equipment

CHANGE FROM APPLICATION

Unit price from **\$594.00** to **\$500.00**

Quantity from **30** to **26**

JUSTIFICATION

This reduction is because the cost you requested for Face Pieces exceeds the average price range calculated from market research and prior awards for the same item. This reduction is because the number of PPE items requested exceeded the number of personnel necessitating PPE in your department.

Equipment

Headsets

DESCRIPTION

The System 950 is the most advanced emergency vehicle communications system available today. It was developed and designed specifically for firefighters. Basic Features The System 950 is designed for the modern fire apparatus. The modular system accommodates up to: 3 radios 10 firefighters The System provides full-duplex intercom among all crewmembers and radio push-to-talk capability from four positions.

QUANTITY	UNIT PRICE	TOTAL
0	\$0.00	\$0.00

BUDGET CLASS

Equipment

CHANGE FROM APPLICATION

Unit price from **\$4,100.00** to **\$0.00**

Quantity from **3** to **0**

JUSTIFICATION

This reduction is due to the relative prioritization of one or more of your items or projects.

Agreement Articles

Program: Fiscal Year 2018 Assistance to Firefighters Grant

Recipient: Bolivar, City of

DUNS number: 013345400

Award number: EMW-2018-FO-03370

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget(OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances -Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations(C.F.R) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article 2**DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. .

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4	Activities Conducted Abroad Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information (PII) Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D)
Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 11	Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101).
Article 13	Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
Article 15	Energy Policy and Conservation Act Recipients must comply with the requirements of The Energy Policy and Conservation Act Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 16	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of The False Claims Act, 31 U.S.C. § 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.
Article 17	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 18	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
Article 19	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 20	Hotel and Motel Fire Safety Act of 1990 In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, codified as amended at 15 U.S.C. § 2225.

Article 21	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidancepublished-help-department-supported-organizations-provide-meaningfulaccess-people-limited and additional resources on http://www.lep.gov .
Article 22	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 23	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 24	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 25	Non-supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article 26	Notice of Funding Opportunity Requirements All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated hereby reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 27	Patents and Intellectual Property Rights Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article 28	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 29	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 30	Reporting of Matters Related to Recipient Integrity and Performance If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
Article 31	Reporting Subawards and Executive Compensation Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 32	SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Article 33	Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 34	Trafficking Victims Protection Act of 2000 Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) codified as amended by 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 35	Universal Identifier and System of Award Management (SAM) Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 36	USA Patriot Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 37	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 38	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 39 Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article 40 Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42 Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all Federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize Federal funding. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Obligating document

1. Agreement No. EMW-2018-FO-03370	2. Amendment No. N/A	3. Recipient No. 44-6000140	4. Type of Action AWARD	5. Control No. WX02674N2019T		
6. Recipient Name and Address Bolivar, City of 345 S Main Ave Bolivar, MO 65613		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer James Ludden		9a. Phone No. 4173285853	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 09/10/2019	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 09/17/2019 to 09/16/2020 Budget Period 09/17/2019 to 09/16/2020		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2019-F8-GB01 - P431-xxxx-4101-D	\$0.00	\$12,380.95	\$12,380.95	\$619.05
Totals			\$0.00	\$12,380.95	\$12,380.95	\$619.05
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Bridget Bean, Acting Assistant Administrator Grant Programs Directorate	09/10/2019

ORDINANCE COVER SHEET

Bill No. 2019-61

Ordinance No.

**“AN ORDINANCE APPROVING FUND TRANSFERS FROM
THE CORBET FUND TO THE FIRE DEPARTMENT
AS APPROVED IN THE 2019 BUDGET FOR THE
CITY OF BOLIVAR, MISSOURI.”**

Filed for public inspection on:_____.

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

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

Vote by the Board of Aldermen on:_____.

_____ **Aye;** _____ **Nay;** _____ **Abstain;** _____ **Absent.**

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

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

Board of Aldermen Vote to Override Veto on _____.

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

Bill Effective Date: _____

Bill No. 2019-61

Ordinance No.

**“AN ORDINANCE APPROVING FUND TRANSFERS FROM
THE CORBET FUND TO THE FIRE DEPARTMENT
AS APPROVED IN THE 2019 BUDGET FOR THE
CITY OF BOLIVAR, MISSOURI.”**

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

Section I: The City does approve a funds transfer from the Corbett Fund to the Fire Department Fund as outlined in the attachment(s) as noted in the Budget for 2019, on expenses to maintain the fire hydrants, hereto labeled as Exhibit “A” and made a part hereof by reference.

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

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk

Funds Transfers for 2019

Corbett Fund

32-532-5900	Transfer Out	\$	210.00
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Fire Department

16-416-4900	Transfers In	\$	210.00
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For Hydrant Testing and Maintenance

Admin CARD
Westlake ACE Hardware

Store #100
 2300 S Springfield Ave
 Bolivar, MO 65613
 Phone (417) 777-3086

Rusty B
 Normal Sale

ACCT: 512767
 TAX EX 12486973
 Gov/School/Church

SPRYPNT GLS CHRM/ALU	42@2.49	104.58 nt
017006		
OR SUPPLY PLACE PRICING		
SPRYPNT ACE GLS BANR	6@2.49	14.94 nt
017005		
OR SUPPLY PLACE PRICING		
SPRYPNT ACE GLS ORAN	6@2.49	14.94 nt
017016		
OR SUPPLY PLACE PRICING		
SPRYPNT ACE GLS RYL	30@2.49	74.70 nt
1196427		
OR SUPPLY PLACE PRICING		
TOTAL		209.16
VISA xxxxxxxxxxxxxx7834		209.16
091750		

Westlake ACE Hardware The helpful place. <i>32-532-5853</i> <i>Admin CARD</i>				Customer Name Bolivar FD			
Store # _____				Street _____			
Store Phone # _____				City, State, Zip _____			
P.O. No. _____		Source _____		Phone Number 417-328-5853			
Date Ordered	Ordered By	Date Rec'd	Customer Notified By _____ Date _____		Customer Renotified By _____ Date _____		Customer Renotified By _____ Date _____
Subtotal		Special Order Date _____ Salesperson _____ Qty _____ SKU _____ Description _____ Approx. Price _____					
Tax				17004		Chrome Aluminum 42	
Freight Charges				17005		Banner Red 10	
Deposit				17016		Orange 10	
Approx. Bal. Due				1196427		Royal Blue 30	

WHITE - Store Copy • PINK - Dept. Mgr • ~~CANARY~~ - Customer Copy

ORDINANCE COVER SHEET

Bill No. 2019-62

Ordinance No. _____

**“AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FOR
CERTAIN PROPERTY GENERALLY LOCATED AT 832 E. BUFFALO RD,
BOLIVAR, MO.”**

Filed for public inspection on _____.

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

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

Vote by the Board of Aldermen on _____:

_____ Aye; _____ Nay; _____ Abstain

_____ Approved by the Mayor on _____.

_____ Vetoed by the Mayor on _____.

Board of Aldermen Vote to Override Veto on _____.

_____ Aye; _____ Nay; _____ Abstain

Bill Effective Date: _____.

**“AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FOR
CERTAIN PROPERTY GENERALLY LOCATED AT 832 E. BUFFALO RD,
BOLIVAR, MO.”**

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

WHEREAS, a public hearing was held on the application for the changing of zoning classification with the Planning and Zoning Commission of the City of Bolivar on September 19, 2019 regarding the real estate identified herein below; and

WHEREAS, the Planning and Zoning Commission for the City of Bolivar, Missouri voted not to recommend the requested zoning change; and

WHEREAS, the Planning and Zoning Commission for the City of Bolivar, Missouri hereby reports to the Board of Alderman, following hearing as set forth above, as follows:

- (i) that the amendment of the zoning regulations as set forth herein is not consistent with the intent and purposes of the City’s zoning regulations, policies, and comprehensive plan in that the property owners are requesting two-family use of the real estate and the same is surrounded on all sides by single-family residentially zoned real estate; and
- (ii) the real estate in question would not be compatible with every use that would be permitted on the property if it were reclassified as two-family zoning in that the real estate is surrounded on all sides by single-family residentially zoned real estate; however, the real estate in question is suitable for its current single-family residential zoning classification; and
- (iii) that adequate sewer and water facilities and public services could be provided to serve general commercial use at the real estate in question; and
- (iv) that the proposed amendment would not correct any error in the application of the City’s zoning regulations; and
- (v) that the proposed amendment is not made necessary because of changed or changing conditions in the area; and the proposed amendment does not provide a disproportionately greater loss to the individual landowners relative to the public gain.

Section I: Notwithstanding the recommendation of the Planning and Zoning Commission of the City of Bolivar on September 19, 2019 to deny the zoning change application, after petition being filed by the record owners and duly held public hearing, the zoning

classification for the following described property is hereby changed from “R-2,” Single-Family Dwelling District to “R-3,” Two-Family Dwelling District:

Beginning at the NE Corner of Lot “RR” in Hendricks Addition to the City of Bolivar, MO, and running thence South 155 feet, thence West 73 feet, thence North 155 feet, thence East 73 feet to the place of beginning, less any part for public road and street.

AND

A part of Out Lot RR in Hendricks Addition to the City of Bolivar, MO described as beginning 73 feet West of the Northeast corner of said Out Lot RR in Hendricks Addition, thence South 155 feet, thence West to the East line of Chicago Street, thence North 155 feet, thence East to the beginning, less that part for public streets and subject to water line right of way.

Property is commonly referred to as: 832 E. Buffalo Road

The owner of the property is John and Karen DeMasters.

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

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk



Case Number: 20-19-08
Date Submitted: _____

Planning & Zoning Application

Before applying for any Planning & Zoning related request, please schedule a pre-application meeting with the Planning & Zoning Administrator.

This application must be completed and filed in the Planning and Zoning Department, along with all necessary supporting documentation, plats, surveys, and drawings. An incomplete application cannot be accepted.

The applicant/agent hereby declares that all information submitted is true to the best of his/her knowledge and that all information required for this request has been included and the appropriate fee(s) has been paid.

Applicant Information

Applicant Name: John & Karen DeMasters Mailing Address: 1349 E 410th Rd

Daytime Phone: 417-399-5578 Email: JKDMSTRS@yahoo.com

Are you the property owner? ☒ Yes [] No Are you the contact person for the case? ☒ Yes [] No

Property Owner: _____ Mailing Address: _____

Daytime Phone: _____ Email: _____

Contact Person: _____ Mailing Address: _____

Daytime Phone: _____ Email: _____

The person identified as the contact will be the only person notified by the Planning & Zoning Department during this process. It will be his/her responsibility to notify the other parties who may be involved.

Project Type

BOUNDARY CHANGE	Lot Address/Location: _____ Subdivision: _____
	Legal Description: _____

Zoning District _____ One (1) Original Plat or Survey [] Copies of Plat or Survey []	

LOT CONSOLIDATION	Lot Address/Location: _____ Subdivision: _____
	Legal Description: _____

Zoning District _____ One (1) Original Plat or Survey [] Copies of Plat or Survey []	

LOT SPLIT

Lot Address/Location: _____ Subdivision: _____

Legal Description: _____

Zoning District _____ One (1) Original Plat or Survey [] Copies of Plat or Survey []

REZONE

Property Address: 832 E Buffalo Rd Subdivision _____

Legal Description: see Attached

Request to change zoning from R-2 to R-3. Reasoning: _____

PROPERTY ADDRESS:

832 E. Buffalo Road
Bolivar, Missouri 65613

Beginning at the NE corner of Out Lot "RR" in Hendricks Addition to the City of Bolivar, Missouri, and running thence South 155 feet, thence West 73 feet, thence North 155 feet, thence East 73 feet to the place of beginning, less any part for public road and street.

AND

A part of Out Lot RR in Hendricks Addition to the City of Bolivar, Missouri described as beginning 73 feet West of the Northeast corner of said Out Lot RR in Hendricks Addition, thence South 155 feet, thence West to the East line of Chicago Street, thence North 155 feet, thence East to beginning, less that part for public streets and subject to water line right of way.

c. _____ Ft. _____ Ft.
d. _____ Ft. _____ Ft.

How will the installation of improvements (water, sewer, streets, storm water detention, and sidewalks) be guaranteed? _____

FINAL PLAT

Name of Subdivision: _____

General location: _____

Subdivision Classification: [] Minor Subdivision [] Major Subdivision Date of Preliminary Plat approval: _____

How will the installation of improvements (water, sewer, streets, storm water detention, and sidewalks) be guaranteed? _____

The owner herein agrees to comply with the Subdivision Regulations for Bolivar, Missouri, as amended and all other pertinent ordinance or resolutions of the City and Statutes of the State of Missouri. It is agreed that all costs of recording the plat and supplemental documents thereto with the Register of Deeds shall be assumed by the owner of the property proposed for platting.

Owner's Signature: _____ Date: _____

John C. [Signature]

Applicant's Signature

7/30/2019

Date

Bolivar, MO



Legend

- Roads**
 - All Roads
 - State Lettered Hwy
 - State Numbered Hwy
- Parcel**
- Corporate Limit Line**
- Zoning District**
 - Unknown
 - A-L
 - C-0
 - C-1
 - C-2
 - C-3
 - C-S
 - I-1
 - I-2
 - R-1
 - R-2
 - R-3
 - R-4
 - P/S
 - MHS
 - MHD

Notes



373.4 0 186.71 373.4 Feet



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

ORDINANCE COVER SHEET

Bill No. 2019-63

Ordinance No. _____

**“AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FOR
CERTAIN PROPERTY GENERALLY LOCATED AT 522 S. CHICAGO,
BOLIVAR, MO.”**

Filed for public inspection on _____.

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

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

Vote by the Board of Aldermen on _____:

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

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

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

Board of Aldermen Vote to Override Veto on _____.

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

Bill Effective Date: _____.

**“AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FOR
CERTAIN PROPERTY GENERALLY LOCATED AT 522 S. CHICAGO,
BOLIVAR, MO.”**

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

WHEREAS, a public hearing was held on the application for the changing of zoning classification with the Planning and Zoning Commission of the City of Bolivar on September 19, 2019 regarding the real estate identified herein below; and

WHEREAS, the Planning and Zoning Commission for the City of Bolivar, Missouri voted not to recommend the requested zoning change; and

WHEREAS, the Planning and Zoning Commission for the City of Bolivar, Missouri hereby reports to the Board of Alderman, following hearing as set forth above, as follows:

- (i) that the amendment of the zoning regulations as set forth herein is not consistent with the intent and purposes of the City’s zoning regulations, policies, and comprehensive plan in that the property owners are requesting multi-family use of the real estate and the same is surrounded on all sides by single-family residentially zoned real estate; and
- (ii) the real estate in question would not be compatible with every use that would be permitted on the property if it were reclassified as multi-family zoning in that the real estate is surrounded on all sides by single-family residentially zoned real estate; however, the real estate in question is suitable for its current single-family residential zoning classification; and
- (iii) that adequate sewer and water facilities and public services could be provided to serve general commercial use at the real estate in question; and
- (iv) that the proposed amendment would not correct any error in the application of the City’s zoning regulations; and
- (v) that the proposed amendment is not made necessary because of changed or changing conditions in the area; and the proposed amendment does not provide a disproportionately greater loss to the individual landowners relative to the public gain.

Section I: Notwithstanding the recommendation of the Planning and Zoning Commission of the City of Bolivar on September 19, 2019 to deny the zoning change application, after petition being filed by the record owners and duly held public hearing, the zoning

classification for the following described property is hereby changed from “R-2,” Single-Family Dwelling District to “R-4,” Multiple-Family Dwelling District:

Hendricks Subdivision, Lots L, M, N less 75’ N SD and Les 73’ x 180’ PT Lot L and Less 75’ x 180’ SW corner Block 14 plus 10’ of vacant alley on E. Side

Property is commonly referred to as: 522 S. Chicago Street

The owner of the property is Randy Millard.

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

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk



Case Number: 20-19-09
Date Submitted: 7/25/19

Planning & Zoning Application

Before applying for any Planning & Zoning related request, please schedule a pre-application meeting with the Planning & Zoning Administrator.

This application must be completed and filed in the Planning and Zoning Department, along with all necessary supporting documentation, plats, surveys, and drawings. An incomplete application cannot be accepted.

The applicant/agent hereby declares that all information submitted is true to the best of his/her knowledge and that all information required for this request has been included and the appropriate fee(s) has been paid.

Applicant Information

Applicant Name: Randy Millard Mailing Address: P.O. Box 73, Stifft, Mo 65757

Daytime Phone: 417 773 5810 Email: FRAROCK495@gmail.com

Are you the property owner? ☒ Yes ☐ No Are you the contact person for the case? ☒ Yes ☐ No

Property Owner: _____ Mailing Address: _____

Daytime Phone: _____ Email: _____

Contact Person: _____ Mailing Address: _____

Daytime Phone: _____ Email: _____

The person identified as the contact will be the only person notified by the Planning & Zoning Department during this process. It will be his/her responsibility to notify the other parties who may be involved.

Project Type

	Project Type	
BOUNDARY CHANGE	Lot Address/Location: _____	Subdivision: _____
	Legal Description: _____	

	Zoning District _____	One (1) Original Plat or Survey <input type="checkbox"/> Copies of Plat or Survey <input type="checkbox"/>
LOT CONSOLIDATION	Lot Address/Location: _____	Subdivision: _____
	Legal Description: _____	

	Zoning District _____	One (1) Original Plat or Survey <input type="checkbox"/> Copies of Plat or Survey <input type="checkbox"/>

LOT SPLIT	Lot Address/Location: _____ Subdivision: _____ Legal Description: _____ _____ _____															
	Zoning District _____ One (1) Original Plat or Survey [] Copies of Plat or Survey []															
REZONE	Property Address: <u>522 S Chicago St</u> Subdivision: <u>Hendricks</u> Legal Description: <u>Lots L, M, & N Less 75' NSP & Less 73'x180' PT</u> <u>Lot L & Less 75'x180' SW Cor - Blk 14 Plus 10' of vac</u> <u>Alley on E Side</u> Request to change zoning from <u>R2</u> to <u>R4</u> Reasoning: <u>Be able to build apartment bldg</u>															

PRELIMINARY PLAT	Name of Subdivision: _____ Subdivision Classification: [] Minor [] Major															
	General Location: _____															
	Name of Surveyor: _____ Current Zoning: _____															
	Gross Acreage of Plat: _____ Minimum Lot Frontage _____ Minimum Lot Area _____															
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Lineal Feet of New Street</th> <th style="text-align: left; border-bottom: 1px solid black;">Right-of-Way Width</th> <th style="text-align: left; border-bottom: 1px solid black;">Length</th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black;">a. _____</td> <td style="border-bottom: 1px solid black;">_____ Ft.</td> <td style="border-bottom: 1px solid black;">_____ Ft.</td> </tr> <tr> <td style="border-bottom: 1px solid black;">b. _____</td> <td style="border-bottom: 1px solid black;">_____ Ft.</td> <td style="border-bottom: 1px solid black;">_____ Ft.</td> </tr> <tr> <td style="border-bottom: 1px solid black;">c. _____</td> <td style="border-bottom: 1px solid black;">_____ Ft.</td> <td style="border-bottom: 1px solid black;">_____ Ft.</td> </tr> <tr> <td style="border-bottom: 1px solid black;">d. _____</td> <td style="border-bottom: 1px solid black;">_____ Ft.</td> <td style="border-bottom: 1px solid black;">_____ Ft.</td> </tr> </tbody> </table>	Lineal Feet of New Street	Right-of-Way Width	Length	a. _____	_____ Ft.	_____ Ft.	b. _____	_____ Ft.	_____ Ft.	c. _____	_____ Ft.	_____ Ft.	d. _____	_____ Ft.	_____ Ft.
	Lineal Feet of New Street	Right-of-Way Width	Length													
a. _____	_____ Ft.	_____ Ft.														
b. _____	_____ Ft.	_____ Ft.														
c. _____	_____ Ft.	_____ Ft.														
d. _____	_____ Ft.	_____ Ft.														
How will the installation of improvements (water, sewer, streets, storm water detention, and sidewalks) be guaranteed? _____																
FINAL PLAT	Name of Subdivision: _____															
	General location: _____															
	Subdivision Classification: [] Minor Subdivision [] Major Subdivision Date of Preliminary Plat approval: _____															
How will the installation of improvements (water, sewer, streets, storm water detention, and sidewalks) be guaranteed? _____																
<p>The owner herein agrees to comply with the Subdivision Regulations for Bolivar, Missouri, as amended and all other pertinent ordinance or resolutions of the City and Statutes of the State of Missouri. It is agreed that all costs of recording the plat and supplemental documents thereto with the Register of Deeds shall be assumed by the owner of the property proposed for platting.</p>																
Owner's Signature: <u>[Signature]</u> Date: <u>7/25/19</u>																
<div style="display: flex; justify-content: space-between;"> Applicant's Signature: <u>[Signature]</u> Date: <u>7/25/19</u> </div>																

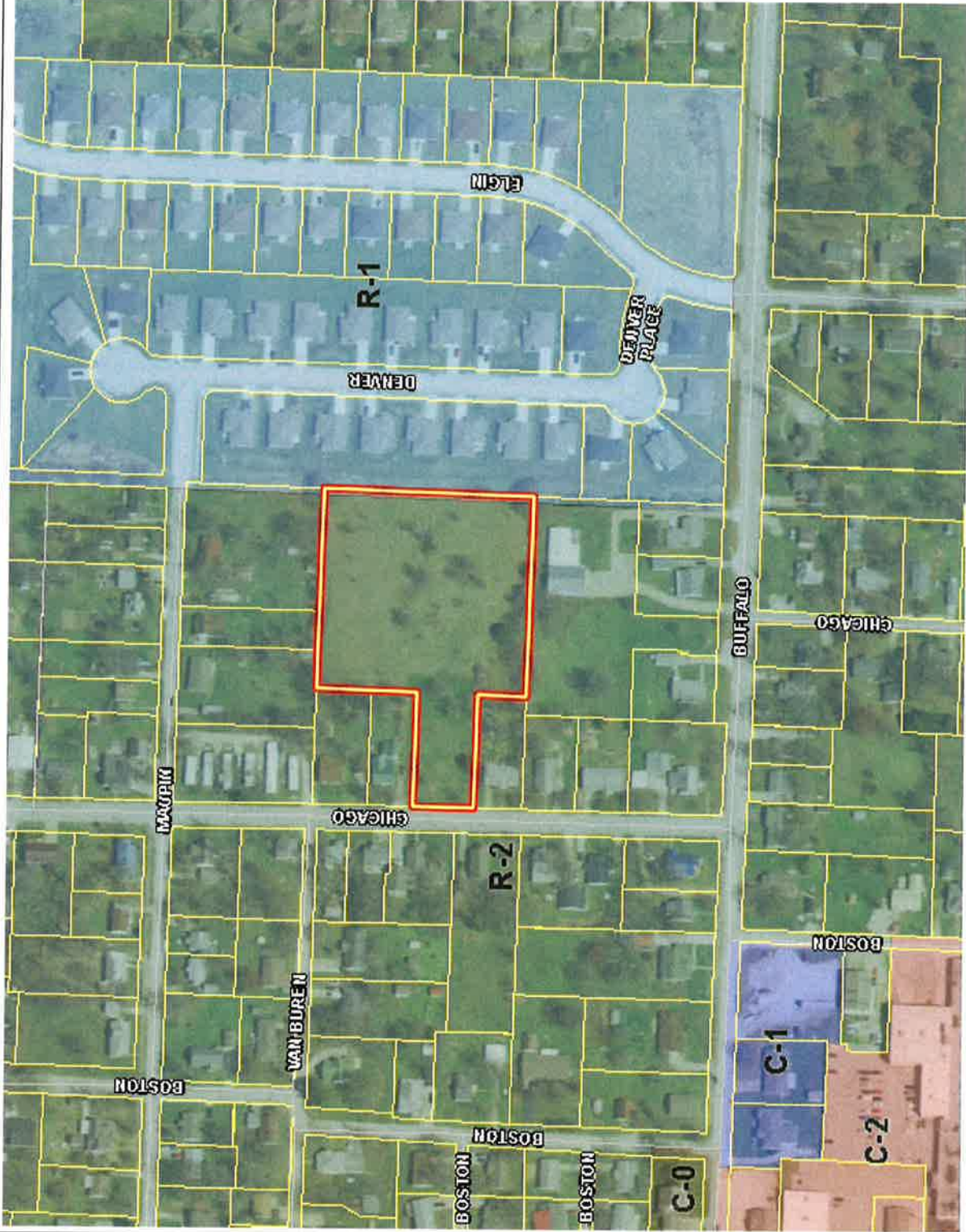
Bolivar, MO



Legend

- Roads**
 - All Roads
 - State Lettered Hwy
 - State Numbered Hwy
- Parcel**
- Corporate Limit Line**
- Zoning District**
 - Unknown
 - A-L
 - C-0
 - C-1
 - C-2
 - C-3
 - C-S
 - I-1
 - I-2
 - R-1
 - R-2
 - R-3
 - R-4
 - P/S
 - MHS
 - MHD

Notes



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



456.4 0 228.21 456.4 Feet

ORDINANCE COVER SHEET

Bill No. 2019-64

Ordinance No. _____

**“AN ORDINANCE CHANGING THE ZONING CLASSIFICATION
FOR CERTAIN PROPERTY GENERALLY LOCATED AT
2021 S. MORRISVILLE RD, BOLIVAR, MO.”**

Filed for public inspection on _____.

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

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

Vote by the Board of Aldermen on _____:

_____ Aye; _____ Nay; _____ Abstain

_____ Approved by the Mayor on _____.

_____ Vetoed by the Mayor on _____.

Board of Aldermen Vote to Override Veto on _____.

_____ Aye; _____ Nay; _____ Abstain

Bill Effective Date: _____.

**“AN ORDINANCE CHANGING THE ZONING CLASSIFICATION
FOR CERTAIN PROPERTY GENERALLY LOCATED AT
2021 S. MORRISVILLE RD, BOLIVAR, MO.”**

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

WHEREAS, a public hearing was held on the application for the changing of zoning classification with the Planning and Zoning Commission of the City of Bolivar on September 19, 2019 regarding the real estate identified herein below; and

WHEREAS, the Planning and Zoning Commission for the City of Bolivar, Missouri voted not to recommend the requested zoning change; and

WHEREAS, the Planning and Zoning Commission for the City of Bolivar, Missouri hereby reports to the Board of Alderman, following hearing as set forth above, as follows:

- (i) that the amendment of the zoning regulations as set forth herein is not consistent with the intent and purposes of the City’s zoning regulations, policies, and comprehensive plan in that the property owners are requesting general commercial use of the real estate and the same is surrounded on multiple sides by single-family residentially zoned real estate and a manufactured home community; and
- (ii) the real estate in question would not be compatible with every use that would be permitted on the property if it were reclassified as general commercial zoning in that the real estate is surrounded on multiple sides by single-family residentially zoned real estate and a manufactured home community; however, the real estate in question is suitable for its current single-family residential zoning classification; and
- (iii) that adequate sewer and water facilities and public services could be provided to serve general commercial use at the real estate in question; and
- (iv) that the proposed amendment would not correct any error in the application of the City’s zoning regulations; and
- (v) that the proposed amendment is not made necessary because of changed or changing conditions in the area; and the proposed amendment does not provide a disproportionately greater loss to the individual landowners relative to the public gain.

Section I: Notwithstanding the recommendation of the Planning and Zoning Commission of the City of Bolivar on September 19, 2019 to deny the zoning change application, after petition being filed by the record owners and duly held public hearing, the zoning classification for the following described property is hereby changed from “R-1,” Single-Family Dwelling District to “C-2,” General Commercial District:

All of Tract 2 of the final plat of Trogdon’s Subdivision, located in the Northwest Quarter of the Northeast Quarter of Section 14, Township 33, Range 23, in Bolivar, Polk County, Missouri, LESS AND EXCEPT Tract 2b; All of the South 100.00 feet of the East 100.00 feet of Tract 2; thence S02°16’26” W along the east line of said Tract 2, a distance of 52.45 feet to an iron pin set at the point of beginning of the tract herein described; thence S02°16’26” W along said east line, 100.00 feet to an iron pin set; thence N02°16’26” E 100.00 feet to an iron pin set; thence S87°58’20” W, 150.00 feet to the point of beginning.

AND

A tract of land situated in Tract 2 of the Final Plat of Trogdon’s Subdivision, located in the Northwest Quarter of the Northeast Quarter of Section 14, Township 33 North, Range 23 West of the Fifth Principal Meridian, in Bolivar, Polk County, Missouri, more particularly described as follows: Commencing at the northeast corner of said Tract 2, thence S02°16’26” W along the east line of said Tract 2, a distance of 52.45 feet to an iron pin set at the point of beginning of the tract herein described; thence S02°16’26” W along said east line, 100.00 feet to an iron pin set; thence N87°58’20” W, 150.00 feet to an iron pin set; thence N02°16’26” E, 100.00 feet to an iron pin set; thence S87°58’20” W, 150.00 feet to the point of beginning.

Property is commonly referred to as: 2021 S. Morrisville Rd.

The owner of the property is Elite Investment Properties.

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

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk



Case Number: 2C-19-10
Date Submitted: 8/23/19

Planning & Zoning Application

Before applying for any Planning & Zoning related request, please schedule a pre-application meeting with the Planning & Zoning Administrator.

This application must be completed and filed in the Planning and Zoning Department, along with all necessary supporting documentation, plats, surveys, and drawings. An incomplete application cannot be accepted.

The applicant/agent hereby declares that all information submitted is true to the best of his/her knowledge and that all information required for this request has been included and the appropriate fee(s) has been paid.

Applicant Information

Applicant Name: Cody Stutenkemper Mailing Address: PO Box 165 Bolivar, MO 65613

Daytime Phone: 417-399-2212 Email: cstutenkemper@gmail.com

Are you the property owner? ☒ Yes ☐ No Are you the contact person for the case? ☒ Yes ☐ No

Property Owner: Elite Investment Properties Mailing Address: _____

Daytime Phone: _____ Email: _____

Contact Person: _____ Mailing Address: _____

Daytime Phone: _____ Email: _____

The person identified as the contact will be the only person notified by the Planning & Zoning Department during this process. It will be his/her responsibility to notify the other parties who may be involved.

Project Type

BOUNDARY CHANGE	Lot Address/Location: _____	Subdivision: _____	
	Legal Description: _____		

Zoning District _____		One (1) Original Plat or Survey [<input type="checkbox"/>]	Copies of Plat or Survey [<input type="checkbox"/>]

LOT CONSOLIDATION	Lot Address/Location: _____	Subdivision: _____	
	Legal Description: _____		

Zoning District _____		One (1) Original Plat or Survey [<input type="checkbox"/>]	Copies of Plat or Survey [<input type="checkbox"/>]

LOT SPLIT

Lot Address/Location: 2021 S. Morrisville Rd. Subdivision: Trogdon's

Legal Description: _____

See Attachment Survey

Zoning District _____ One (1) Original Plat or Survey [] Copies of Plat or Survey []

REZONE

Property Address: 2021 S. Morrisville Rd. Subdivision Trogdon's

Legal Description: See Attachment Survey

Request to change zoning from B-1 to C-2. Reasoning: Storage Units

PRELIMINARY PLAT

Name of Subdivision: _____ Subdivision Classification: [] Minor [] Major

General Location: _____

Name of Surveyor: _____ Current Zoning: _____

Gross Acreage of Plat: _____ Minimum Lot Frontage _____ Minimum Lot Area _____

Lineal Feet of New Street

	Street Name	Right-of-Way Width	Length
a.	_____	_____ Ft.	_____ Ft.
b.	_____	_____ Ft.	_____ Ft.
c.	_____	_____ Ft.	_____ Ft.
d.	_____	_____ Ft.	_____ Ft.

How will the installation of improvements (water, sewer, streets, storm water detention, and sidewalks) be guaranteed? _____

FINAL PLAT

Name of Subdivision: _____

General location: _____

Subdivision Classification: [] Minor Subdivision [] Major Subdivision Date of Preliminary Plat approval: _____

How will the installation of improvements (water, sewer, streets, storm water detention, and sidewalks) be guaranteed? _____

The owner herein agrees to comply with the Subdivision Regulations for Bolivar, Missouri, as amended and all other pertinent ordinance or resolutions of the City and Statutes of the State of Missouri. It is agreed that all costs of recording the plat and supplemental documents thereto with the Register of Deeds shall be assumed by the owner of the property proposed for platting.

Owner's Signature: _____ Date: _____

Applicant's Signature

Date

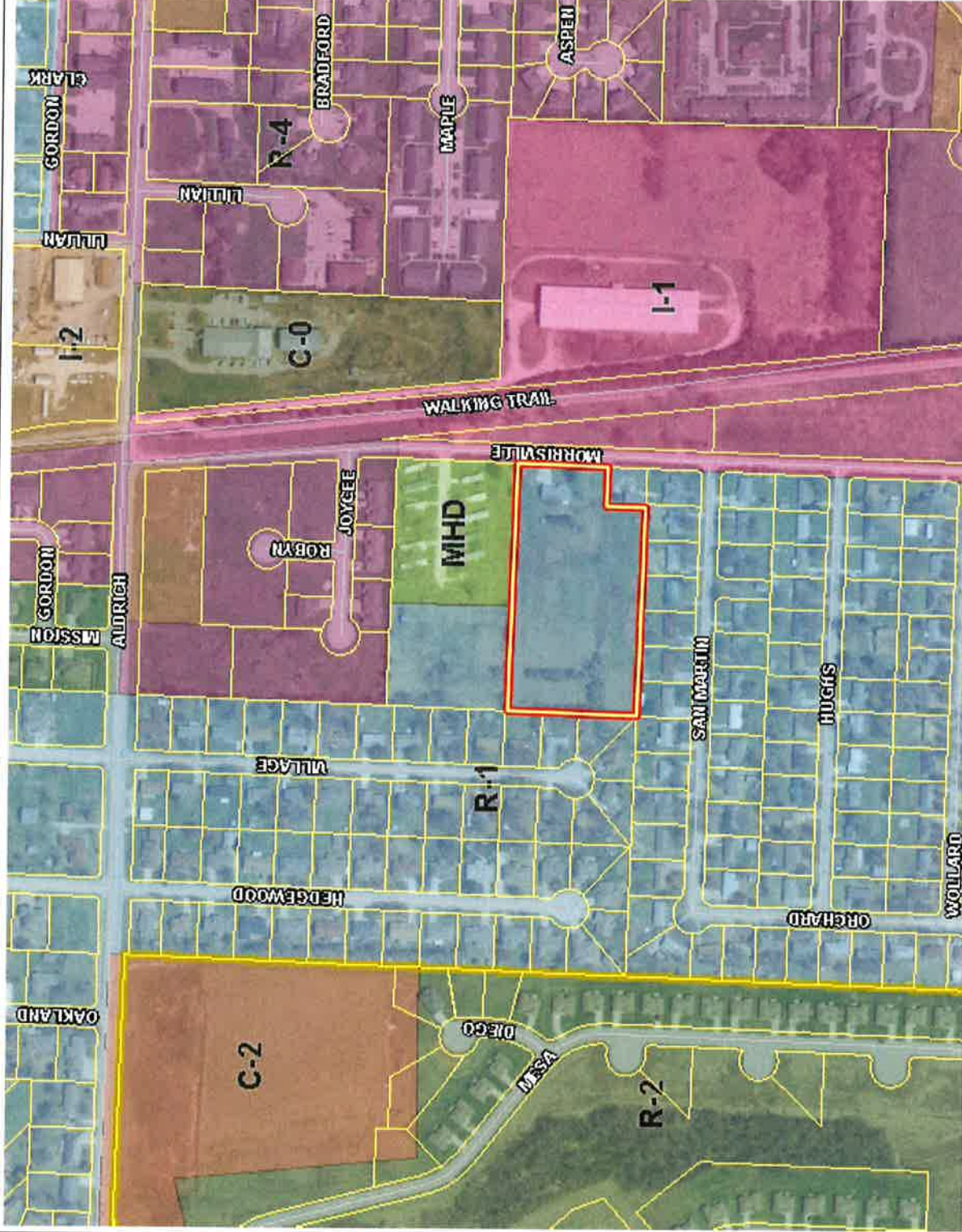
Bolivar, MO



Legend

- Roads**
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 - Unknown
 - A-L
 - C-0
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 - I-1
 - I-2
 - R-1
 - R-2
 - R-3
 - R-4
 - P/S
 - M/H
 - MHD

Notes



746.8

746.8 Feet

373.42

0



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

2019 Upcoming Events:

October 4th, 2019 Bolivar School District Homecoming Parade

October 10th, 2019 Bolivar Bowling Company – Bolivar After Hours Event

October 19th, 2019 SBU Homecoming Parade

October 20th-23rd, 2019 ICMA Conference, Nashville, TN

December 14th, 2019 Bolivar Christmas Parade

After Hours

• S O C I A L •



Thursday, October 10
4:30-6:00 pm

The
BOLIVAR BOWLING
Company
Est. 2018

1827 W. Broadway St.

FREE FOOD • CASH BAR • DOOR PRIZES • NETWORKING

Chamber members who bring a non-member
will receive one extra door prize entry!

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Stay involved and up-to-date on chamber happenings. Check out the chamber at
www.bolivarchamber.com and on facebook at www.facebook.com/bolivarchamber