

1-4-19 2:52 pm

### BOARD OF ALDERMAN WORK SESSION AGENDA CITY HALL, 345 S. MAIN, BOLIVAR, MO 65613 Tuesday, January 8<sup>th</sup>, 2019 at 6:30 p.m.

ROLL CALL
PRAYER
PLEDGE OF ALLEGIANCE
MOTION TO ADOPT AGENDA
MAYORAL APPOINTMENT, Introductions, Presentations, Resolutions and Proclamations,
Citizens Requests:

- 1. Discuss & Approve: Special Hay Cultivation Agreement.
- 2. Discuss & Approve: Road signs/plaques of School Accomplishments.
- 3. Discuss & Approve: Renewal of Current Bolivar Community Sports Association Contract.
- 4. Discuss & Approve: Proposal of Salvage Cleanup at Public Works.
- 5. Discuss: Golf Membership Rates; Cemetery Fees.
- 5. Discuss & Approve: Financing of Balloon Payment for the Public Safety Center.
- 6. Discuss: Thinning of Peafowl Flock.

Executive Session: RSMo 610.021(2) Leasing, Purchase or Sale of Real Estate by a public governmental body where Public knowledge of the transaction might adversely affect the legal consideration therefor. RSMo 610.021(1) Legal Actions, Cause of Action, or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorney...



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

I, Christopher Warwick, Mayor of the City of Bolivar, Missouri, do hereby call a Work Session Meeting of the Bolivar Board of Aldermen on Tuesday January 8<sup>th</sup>, 2019, at 6:30 p.m. for the purpose of transacting any lawful business that might be brought before said Council at said meeting.

Christopher Warwick, Mayor

Paula Henderson, Deputy City Clerk

Posted: 1-4-19 2:52 M

#### AGREEMENT FOR SPECIAL HAY CULTIVATION - FALL/WINTER 2018-2019

This Agreement for Special Hay Cultivation (hereinafter referred to as the "Agreement") is made and entered into this \_\_\_\_ day of December, 2018, between the City of Bolivar, Missouri (hereinafter referred to as the "City"), and Jody Shelenhamer (hereinafter referred to as the "Prior Contractor") and Jeremy McCarthy (hereinafter referred to as the "Current Contractor").

### THE CITY AND THE PRIOR CONTRACTOR AND THE CURRENT CONTRACTOR MUTUALLY AGREE TO THE FOLLOWING TERMS AND CONDITIONS

- 1. Subject Property Defined: This Agreement refers to the following real estate owned by the City of Bolivar, Missouri: ALL THAT PART OF THE BOLIVAR MUNICIPAL AIRPORT PROPERTY THAT IS NOT USED FOR AIR OPERATIONS, INCLUDING SKYDIVING ACTIVITIES, OR REGULARLY MOWED BY THE CITY OR ITS CONTRACTORS (hereinafter referred to as the "Subject Property").
- 2. <u>City to Allow Entry for Hay Cultivation</u>: The City will allow the Prior Contractor and the Current Contractor to enter onto the Subject Property for a single special hay cutting and cultivation as follows:
  - a. Prior Contractor to Cut and Cultivate North Half: The Prior Contractor may cut, cultivate and remove and take possession of hay from the North half of the Subject Property (being approximately 60 acres), with the dividing line between the North half and the South half of the Subject Property being the existing gate on the East side of the Subject Property. Such cultivation must be completed on or before January 15, 2019.
    - The Prior Contractor, in performing under this Agreement, does not make any representation as to waiving any rights that Prior Contractor may have, if any, to seek remedies against the City with regard to any prior agreement for hay cultivation at the Subject Property.
  - b. Current Contractor to Cut and Cultivate South Half: Subject to the limitation as set forth herein below, the Current Contractor may cut, cultivate and remove and take possession of hay from the South half of the Subject Property (being approximately 60 acres), with the dividing line between the North half and the South half of the Subject Property being the existing gate on the East side of the Subject Property. Such cultivation must be completed on or before January 15, 2019, except that the Current Contractor may not cut or cultivate the 5-acre tract on the South half of the Subject Property that has been treated with sludge from the City's waste water treatment plant unless and until provided approval by the City's Public Works Director. The 5-acre "sludge tract" may be cultivated as soon as is practical upon receipt of the permission from the City, even if such date is after January 15, 2019.
  - c. Failure of either party to cut, cultivate and remove hay prior to the deadline of January 15, 2019 will result in such party's waiver of the right to enter the Subject Property for the special Fall/Winter hay cultivation contemplated herein (subject to the limited exception for the 5-acre "sludge tract").
- 3. <u>Consideration for Agreement</u>: The City will allow the Prior Contractor and the Current Contractor to retain the benefits of and remove all hay cultivated on the Subject Property during the single special hay cultivation.

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- 4. <u>Specific Obligations of Contractors</u>: The parties agree and stipulate that the hay will be taken in accordance with the following terms and conditions:
  - a) Prior Contractor and Current Contractor shall not store hay bales or having and mowing equipment on the Subject Property.
  - b) Prior Contractor and Current Contractor shall not leave any bales at either end of the City of Bolivar Municipal Airport runway during hay cultivation. Bales should be removed immediately in this area.
  - c) Prior Contractor and Current Contractor shall not cross, or otherwise enter upon, the City of Bolivar Airport runways with any haying or mowing equipment. Prior Contractor and Current Contractor may cross Airport taxiways with haying or mowing equipment only after receiving permission from the Airport FBO or the City Administrator (or designee).
  - d) Prior Contractor and Current Contractor shall only access the Subject Property on the east or south sides of the property; and shall keep all access gates locked except when accessing the property.
- 5. Performance of Services, Other Considerations: In the event that the Prior Contractor and Current Contractor decide to use staff or other parties to complete the Services, then the Prior Contractor and Current Contractor will be responsible for supplying their own support staff, if any. Any and all personnel hired by the Prior Contractor and Current Contractor, as employees, consultants, agents or otherwise (collectively and hereinafter referred to as "Staff") shall be the sole responsibility of the Prior Contractor and Current Contractor will inform all Staff in writing at the time that such Staff are hired by the Prior Contractor and Current Contractor that such Staff are not employees of the City and that the City has no present or future obligation to employ such Staff or provide such Staff with any compensation and/or employment benefits. The Prior Contractor and Current Contractor will be solely responsible for the acts of such Staff and the Staff will conduct their activities at the Prior Contractor and Current Contractor sisk, expense and supervision. The Prior Contractor and Current Contractor warrant and covenant that the Staff will be subject to all of the obligations applying to the Prior Contractor and Current Contractor pursuant to this Agreement.
- 6. <u>Indemnification</u>: Prior Contractor and Current Contractor will indemnify the City against, and hold City harmless, from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs arising out of, connected with, or resulting from Prior Contractor and Current Contractor's respective use of the Subject Property.
- 7. General Hay Cultivation Agreement in Full Force and Effect: The current general hay cultivation agreement for the Subject Property between the City and the Current Contractor is modified by agreement only to the limited extent necessary, if any, needed to give effect to the performance of this Agreement. The current general hay cultivation agreement for the Subject Property in all other respects remains valid and enforceable.
- 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, sub-paragraph, or sentence of this Agreement is declared to be invalid for any reason, it will not affect the validity of any other provision of

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this Agreement, and all other provisions, paragraphs, sub-paragraphs, and sentences will remain in full force and effect.

- 10. <u>Complete Agreement</u>: 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. No Third-Party Beneficiaries: There are no third-party beneficiaries to this Agreement. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either party.
- 12. <u>Binding Effect</u>: This Agreement will be binding upon and will inure to the benefit of the City, and their respective successors and assigns, and upon the Prior Contractor and Current Contractor, and their heirs, personal representatives, successors and assigns.

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

**ISIGNATURE PAGE FOLLOWS** 

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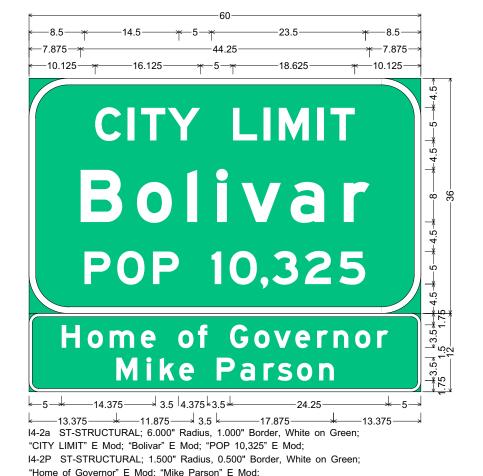
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Received Time Dec. 18. 2018 4:53PM No. 5492

CURRENT CONTRACTOR

# \$1,000 PER LOCATION





### TWO LANE SIZE \$520 PER LOCATION



CITY LIMIT

Bolivar

POP 10,325

Home of Governor

Mike Parson

#### INDEPENDENT CONTRACTOR AGREEMENT – SPORTS ACTIVITIES AT CITY PARK

This Independent Contractor Agreement for Sports Activities at the City's Fullerton Park Sports Complex (hereinafter referred to as the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, between the City of Bolivar, Missouri, a Municipal Corporation (hereinafter referred to as the "City"), and Bolivar Community Sports Association, a Missouri Non-Profit Corporation (hereinafter referred to as the "Independent Contractor").

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

- **1.** Scope of the Services Provided and Description of Services: During the term of this Agreement, the Independent Contractor will perform the services described herein at the City's "Fullerton Sports Complex," to-wit:
  - a. Independent Contractor will use the City's Fullerton Sports Complex for its own programs such as baseball/softball program, a soccer program, or a flag football program; and
  - b. Independent Contractor will control scheduling of all leagues and tournaments at the Fullerton Sports Complex; and Independent Contractor will be responsible for setting the price for league and tournament fees and collecting for the same; and
  - c. Independent Contractor will have control over the concession stands at the Fullerton Sports Complex.
- **2.** Additional Obligations of Independent Contractor: The Independent Contractor will be responsible for the following costs associated with the Fullerton Sports Complex: (i) providing for and paying expenses and costs associated with adequate portable bathroom facilities; and (ii) trash management and expenses and costs associated with the same; and (iii) expenses and costs (including materials and labor) associated with concessions; and (iv) furnishing all tools, materials, or other equipment required to perform the services pursuant to the terms of this Agreement not specifically delegated to the City herein. Additionally, the Independent Contractor may, but will not be required to, mow fields at the Fullerton Sports Complex as needed.
- **3.** Additional Obligations of City: During the term of this Agreement, the City will continue to pay the costs of utilities and public works department labor associated with mowing the Fullerton Sports Complex. The City will additionally pay up to \$2,330.00 towards field materials during the term of this Agreement at the request of Independent Contractor. Subject to the City's obligation to provide \$2,330.00 as set forth above, the City is otherwise entitled to use its sole discretion as to the necessity of any maintenance or materials at the Fullerton Sports Complex, and the City may, but will not be obligated to, provide any labor or materials for maintenance of the Fullerton Sports Complex unless the City deems the same necessary in its sole discretion.
- **4.** Term of Agreement: The term of this Agreement will begin on the date that this Agreement has been executed by all parties hereto, and will end at midnight on the 31<sup>st</sup> day of December, 2019, subject to early termination as set forth below. The term of this Agreement may be either extended or renewed by the mutual agreement of the City and the Independent Contractor so long as such extension or renewal is manifested in a writing signed by the City and the Independent Contractor, and so long as such writing is attached to this Agreement as an addendum hereto. No agreement as to extension or renewal of the term of this Agreement will be binding on any party unless the provisions of this paragraph have been complied with.

- 5. Compensation for Services: The parties to this Agreement acknowledge that sporting leagues and tournaments are desired by the general public in conjunction with the activities ongoing at the City's properties described above. The City does not desire at this time to take on the obligation to coordinate and schedule the extensive use of the Fullerton Sports Complex; and therefore, in consideration for the Independent Contractor's provision of the services as set forth in this Agreement, the Independent Contractor will be allowed by the City to use the premises described above for providing its services to the general public; and the Independent Contractor will pay to the City (or cause third party leagues and tournament organizers as the case may be to pay to the City) an amount equal to: (i) twenty-five percent (25%) of the net revenues generated by all tournaments at the Fullerton Sports Complex after expenses have been calculated and accounted for; and (ii) twenty-five percent (25%) of the net revenues generated by all concession sales at the Fullerton Sports Complex after expenses have been calculated and accounted for.
- **6.** Method of Performing Services: The Independent Contractor will determine the method, details and means of performing the Services; and it is acknowledged that the City's primary concern is the results of the Services, and not the methods used to accomplish such work. As such, unless the nature of the Services themselves dictates otherwise, the City will not require the Independent Contractor to keep set work hours, or to work any certain number of hours so long as the Services are completed within the limited scheduled times as mutually agreed upon by the parties to this Agreement; and unless the nature of the Services themselves dictates otherwise, the Independent Contractor will be free to follow their own pattern of work routine and scheduling.
- 7. Performance of Services, Other Considerations: In the event that the Independent Contractor decides to use staff or other parties to complete the Services, then the Independent Contractor will be responsible for supplying their own support staff, if any. Any and all personnel hired by the Independent Contractor, as employees, consultants, agents or otherwise (collectively and hereinafter referred to as "Staff") will be the sole responsibility of the Independent Contractor. The Independent Contractor will inform all Staff in writing at the time that such Staff are hired by the Independent Contractors that such Staff are not employees of the City and that the City has no present or future obligation to employ such Staff or provide such Staff with any compensation and/or employment benefits. The Independent Contractor will be solely responsible for the acts of such Staff and the Staff will conduct their activities at the Independent Contractor's risk, expense and supervision. The Independent Contractor warrants and covenants that the Staff will be subject to all of the obligations applying to the Independent Contractor pursuant to this Agreement and that each member of the Staff will be bound to the terms of this Agreement.
- **8.** Withholding, Taxes and Benefits: The Independent Contractor will be responsible for withholding, accruing and paying all income, social security and other taxes and amounts required by law for payments to the Staff, if any. The Independent Contractor will also be responsible for all statutory insurance and other benefits required by law for the Independent Contractor and the Staff and all other benefits promised to the Staff by the Independent Contractor, if any.
- **9.** <u>Compliance with Government Regulations:</u> Independent Contractor will at all times fully comply with all applicable state, county and municipal codes and regulations, and with all federal codes and regulations, including but not limited to, all regulations from the U.S. Department of Labor Occupational Safety and Health Organization (OSHA).
- **10.** <u>Independent Contractor Responsible for Furnishing Materials</u>: The Independent Contractor will be solely responsible for furnishing all tools, materials, or other equipment required to perform the Services pursuant to the terms of this Agreement, unless the parties agree otherwise in a separate writing.

11. Improvements to City's Real or Personal Property: Independent Contractor will not make any improvements at the Fullerton Sports Complex without first obtaining the written consent of City. The request for consent must set forth in detail the proposed improvements, including, without limitation, the specifications and the materials to be used. City may withhold consent for any reason or no reason at all. Allowed improvements made by Independent Contractor during the term of this Agreement may be removed by the Independent Contractor, at Independent Contractor's expense, at the expiration of the Agreement, so long as the property affected by the improvements (whether real or personal) can be returned, at Independent Contractor's expense, in as good of a condition that the property was in at the inception of this Agreement (or better), reasonable wear and tear excepted. All allowed improvements that the Independent Contractor does not wish to remove, or that cannot be removed due to expected damage to the City's property, will become the property of the City upon the termination of this Agreement. By way of example only, in the event that the Independent Contractor is allowed to remove, destroy, and replace the City's existing concession stands, then the new concession stands would become the property of the City at the expiration of the Agreement because the old concession stands could not then be returned to the condition they were in at the beginning of the Agreement.

Independent Contractor will be solely responsible for the cost of all labor and materials to make allowed improvements, if any, to the Fullerton Sports Complex. Independent Contactor will further be solely responsible for compliance with the Missouri Prevailing Wage laws, if applicable to any allowed project. Independent Contractor will indemnify and hold the City harmless from all costs, expenses or damages incurred as a result of claims, demands or liens against the City or the City's property (whether real or personal) which result from the acquisition or construction of allowed improvements or non-compliance with applicable laws or regulations (including reasonable attorneys fees). Independent Contractor must, from time to time during construction and as requested by the City, provide City with proof in the form of paid receipts or lien waivers that it has paid all costs for labor or materials used in connection with any allowed improvements to the Fullerton Sports Complex.

- 12. Property and Casualty Insurance: INDEPENDENT CONTRACTOR IS HEREBY ADVISED TO OBTAIN PROPERTY AND CASUALTY INSURANCE TO PROTECT ITS PROPERTY AND INTERESTS. Independent Contractor will at all times be solely responsible for carrying such Property and Casualty Insurance as Independent Contractor deems necessary to protect its interests, including losses to Independent Contractor's property of any nature. Independent Contractor acknowledges that City has no obligation to provide coverage for any losses to the Independent Contractor's property, and releases the City from all damages or losses which it might sustain as a result of any such losses or damages.
- **13.** Public Liability Insurance: Independent Contractor will maintain product and complete operational liability insurance in the amount of \$1,000,000.00 with insurance underwriters authorized to do business in the State of Missouri and approved by the City. Independent Contractor will furnish City with a certificate from the insurance carrier showing the insurance to be in full force during the entire term of this Agreement or will deposit with City copies of the policy. The policy or certificate will contain a provision that written notice of cancellation or of any material change in the policy by the insurer shall be delivered to City twenty (20) days in advance of the effective date.
- **14.** <u>Independent Contractor May Provide Services to Others:</u> Nothing in this Agreement will preclude the Independent Contractor from at any time performing work or services to third parties other than the City.
- **15.** Relationship Between City and Independent Contractor: During the term of this Agreement, and unless expressly determined otherwise in writing executed by the City, the Independent Contractor and their Staff, if any, shall at all times be and be deemed to be independent contractors of the City. Neither the Independent Contractor nor any of his Staff is an employee or agent of the City for any purpose

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

- **16.** <u>Indemnification</u>: The Independent Contractor will be responsible for the death or injury to the Independent Contractor or of any of the Independent Contractor's Staff, while in the performance of service of the terms of this Agreement. Additionally, the Independent Contractor will indemnify, defend, and hold the City harmless in respect to all losses, claims, causes of action, judgments, or expenses of any kind, including reasonable attorney fees and costs, arising in any way from any action or conduct of the Independent Contractor or their Staff, if any, while providing services to the City during the term of this Agreement.
- **17.** Termination of Agreement and Subsequent Remedies: A breach of this Agreement will occur if any party fails to observe and perform any provision or agreement herein; and either party may terminate this agreement immediately upon a breach of this Agreement by the other party. Additionally, either party hereto may terminate this Agreement for any reason, and without recourse from the other party, by providing sixty (60) days' written notice to the other party.
- **18.** <u>Notices</u>: Any notices authorized or required to be given hereunder may be personally delivered to the person or persons whose names appear below, or by depositing the same in the United States mail, postage fully prepaid, certified, return receipt requested, and if intended for the City addressed as follows:

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

and if intended for the Independent Contractor addressed as follows:

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.

- **19.** <u>Assignment</u>: Independent Contractor will not assign this Agreement without the prior written consent of the City, which consent may be withheld for any reason or no reason at all.
- **20.** <u>Waiver</u>: 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.

- **21.** <u>Severability</u>: In the event that any provision, paragraph, sub-paragraph, or sentence of this Agreement is declared to be invalid for any reason, it will not affect the validity of any other provision of this Agreement, and all other provisions, paragraphs, sub-paragraphs, and sentences will remain in full force and effect.
- **22.** <u>Complete Agreement</u>: 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.
- **23.** Choice of Law and Venue: This instrument will be construed and enforced under the laws of the State of Missouri. Any Dispute Resolution or legal action arising hereunder will be handled in Polk County, Missouri, and all parties consent to the venue of such Court.
- **24. No Third-Party Beneficiaries:** There are no third-party beneficiaries to this Agreement. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either party.
- **25.** <u>Binding Effect</u>: This Agreement will be binding upon and will inure to the benefit of the City, and their respective successors and assigns, and upon the Independent Contractor, and their heirs, personal representatives, successors and assigns.

[SIGNATURE PAGE FOLLOWS]

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

City of Bolivar, Missouri	
Mayor	DATE
ATTEST	
City Clerk	DATE
Signature of Independent Contractor, or	Independent Contractor's Agent
	DATE
By,(Print Name and Title)	
Social Security / EIN Number	Telephone Number

#### To be auctioned.....

- 1) Crown Victoria Approximately 2005 Bad transmission.
- 2) D.A.R.E Crown Victoria 2005 Wrecked
- 3) Crown Victoria Approximately 2004 Engine Issues
- 4) Crown Victoria Approximately 2000 Parts
- 5) 1977 Dodge ¾ ton W24BE75168176 –
- 6) Dodge Durango Approximately 2006 Bad Transmission
- 7) 1985 Ford Pickup Parts (no bed)
- 8) 2002 Chevrolet Impala Bad Transmission
- 9) Approximately 2004 Chevrolet Impala Wore out (parts)
- 10) 1972 Dodge 2 Ton Truck Parts



#### **Request for Financing Proposal**

The City of Bolivar, is seeking sealed bids for financing of a lease purchase.

Proposals will be received until 2:00 p.m. on January 8<sup>th</sup>, 2019 and then publicly opened and read at City Hall 345 S. Main, Bolivar, MO.

The lease originated on 1/30/2014 with a 5 year balloon with payments based on a 15 year amortization, estimated balance is \$354,000. Please submit options for both 5 year and 10 year terms. If you have any additional questions please call Monday-Friday, 8-5 p.m. 41-326-2489.

Tracy Slagle, City Administrator Natalie Scrivner, Director of Finance.