



4/10-2020  
PK 4:30PM

BOARD OF ALDERMAN  
APRIL WORK SESSION AGENDA  
TUESDAY, APRIL 14<sup>th</sup>, 2020 at 6:30 p.m.

THE BOARD WILL BE MEETING VIA ELECTRONIC MEANS AND THROUGH  
TELEPHONE CONFERENCE - DUE TO RESTRICTIONS FROM COVID-19 PANDEMIC.

MEETING WILL BE RECORDED AND POSTED ON FACEBOOK - CITY OF BOLIVAR, MISSOURI

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**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOTION TO ADOPT AGENDA**

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

1. Discussion: Department Updates regarding COVID-19.
2. Discussion: Pool and Golf 2020 Schedules.
3. Discussion: City Utilities, payment arrangements.
4. Discussion and Approve: Kifer Park Contract.
5. Discussion: WON Communications Lease Renewal.

\*IF UNABLE TO ACCESS FACEBOOK ACCOUNT, PLEASE CONTACT CITY CLERK FOR ADDITIONAL OPTIONS\*

**#wherelibertyflows**

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



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

I, Christopher Warwick, Mayor of the City of Bolivar, Missouri, do hereby call a Work Session Meeting of the Bolivar Board of Aldermen on Tuesday, April 14th, 2020, at 6:30 p.m. for the purpose of transacting any lawful business that might be brought before said Council at said meeting.

Electronically Approved 4/10/2020  
**Christopher Warwick, Mayor**



Posted:

4-10-2020  
PH 4:30 PM

# Bolivar Municipal Court

## 2020 Court Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
Su	Mo	Tu	We	Th	Fr	Sa
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April						
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19	20	21	22	23	24	25
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May						
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24	25	26	27	28	29	30
31						

June						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
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August						
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30	31					

September						
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27	28	29	30			

October						
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November						
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29	30					

December						
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20	21	22	23	24	25	26
27	28	29	30	31		

	Court Office Closed
	Regular Court Docket
	Trial/Attorney Docket
	Pre-Trial Conference Docket

Officers-Please only issue Court dates on **REGULAR DOCKET** dates.

Court Security requested for **ALL** court dates.

If you have any questions, please

call 417-328-0233.

Thank you!

Teri Courtois-Bolivar Municipal Court Clerk

## Paula Henderson

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**From:** Tracy Slagle  
**Sent:** Tuesday, March 31, 2020 8:13 AM  
**To:** Chris Warwick; Paula Henderson; deputyclerk  
**Subject:** from City Utilities of Spfd

**Benjamin Jones reshared a post:** We want to assure you that we will continue providing the utility services you need in your home or business. All disconnects due to non-payment have been suspended until May 1, 2020. If it becomes difficult for you to make a payment during these uncertain times, please call us to set up payment arrangements. Late payment charges will not be applied if you have a payment plan in place. To make payment arrangements, call us at 417-863-9000. Customer service representatives are available to help you Monday-Friday from 7:30 a.m. to 4:30 p.m.

Just an FYI from Spfd City Utilities

Thank you,

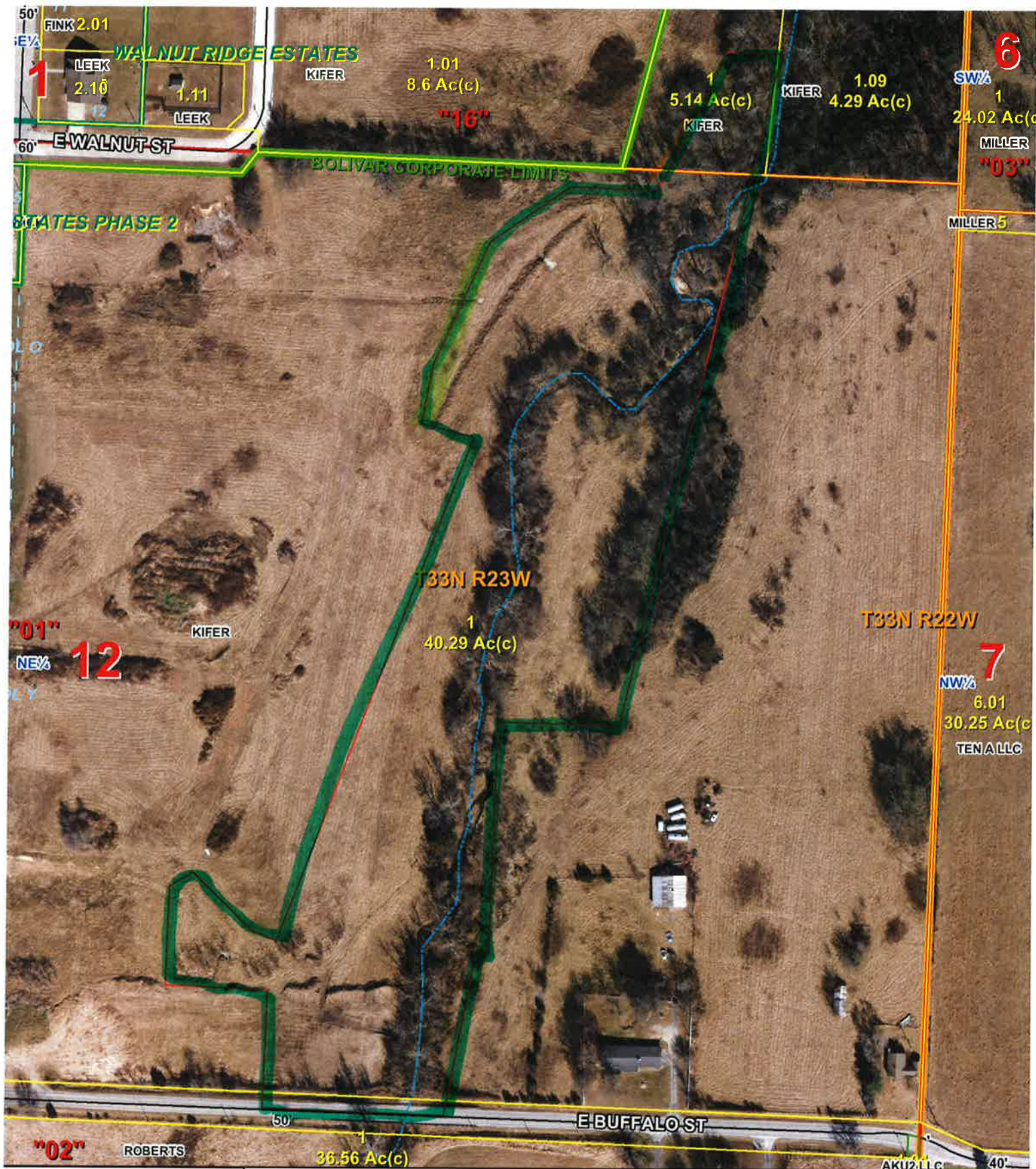
Tracy Slagle,  
City Administrator, SHRM-CP



417/326-2489 (work)  
417/292-2435 (cell)  
417-777-3212 (fax)

**DISCLAIMER:**

*This e-mail is only intended for the person(s) to whom it is addressed and may contain confidential information. Unless stated to the contrary, any opinions or comments are personal to the writer and do not represent the official view of the municipality. If you have received this e-mail in error, please notify us immediately by reply e-mail and then delete this message from your system. Please do not copy it or use it for any purposes, or disclose its contents to any other person. Records may be requested through the City Clerk's office pursuant to Missouri Sunshine Law Section 610.021. Thank you for your cooperation.*



**OWNERSHIP MAP  
POLK COUNTY,  
MISSOURI**

GEOGRAPHIC INFORMATION SYSTEM BY



501 N. MARKET  
MARYVILLE, MO 64468  
VOICE: 660-562-0050  
FAX: 660-582-7173  
WWW.MIDLANDGIS.COM

STATE LINE	---
COUNTY LINE	---
CORPORATION LINE	---
TOWNSHIP LINE	---
SECTION LINE	---
PROPERTY LINE	---
SUBDIVISION LINE	---

SOIL GRADES	
GRADE 3	GRADE 6
GRADE 4	GRADE 7
GRADE 5	GRADE 8

ORIGINAL LOT LINE	---
WATER	---
BUILDING ON LEASED LAND	---
MAP INDEX	---
ORIGINAL LOT NUMBER	---
TRACT LINE	---

**LEGEND**



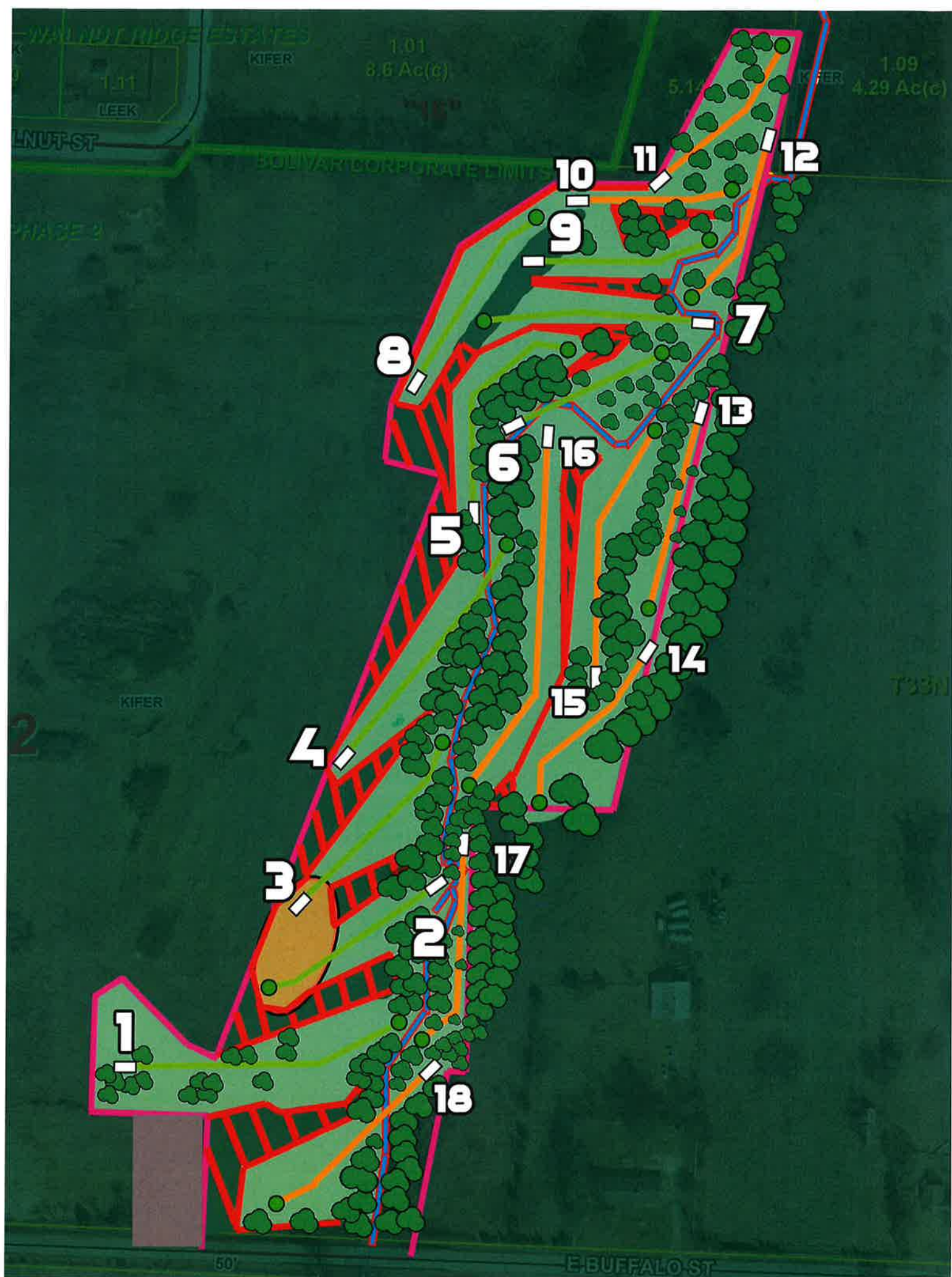
SUBDIVISION NAME	N. DENTON	PARCEL NUMBER	2.01
AREA (FROM DEED)	10.5 Ac.	INTERSTATE HIGHWAY	35
AREA (CALCULATED)	10.5 Ac. (c)	U.S. HIGHWAY	12
DIMENSION	120	STATE HIGHWAY	12
MAP BLOCK NUMBER	"03"	CITY STREET	MAIN STREET
ORIGINAL BLOCK NUMBER	60	LAND HOOK	---

**GIS METADATA OVERVIEW**

GRID COORDINATE SYSTEM: MISSOURI STATE PLANE  
SPCS ZONE IDENTIFIER: MISSOURI, CENTRAL  
DATUM: NAD83  
UNITS: US SURVEY FEET  
PHOTOGRAPHY CURRENCY: 2006

THIS PROPERTY OWNERSHIP MAP IS  
FOR TAX PURPOSES ONLY. IT IS NOT  
INTENDED FOR CONVEYANCES, NOR  
IS IT A LEGAL SURVEY.

1 inch = 178 feet



## REAL ESTATE TRANSFER AGREEMENT

This Agreement Real Estate Transfer (hereinafter referred to as the "Agreement") is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, between **the City of Bolivar, Missouri, a Municipal Corporation** (hereinafter referred to as the "City"), and \_\_\_\_\_ (hereinafter referred to as "Kifer").

**WHEREAS**, Kifer is the owner in fee simple of a certain tract of real estate in Polk County, Missouri as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

**WHEREAS**, the City desires to obtain from Kifer title to the real estate described in said Exhibit "A" as attached hereto in fee simple absolute; and

**WHEREAS**, Kifer desires to donate to the City said real estate, subject to certain conditions and restrictions; and

**WHEREAS**, the City is willing to accept the said real estate subject to the terms and conditions as set forth in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES CONTAINED HEREIN, THE CITY AND KIFER MUTUALLY AGREE TO THE FOLLOWING TERMS AND CONDITIONS

### **1. Kifer's Obligations:**

- a. Kifer will make, execute, and deliver to the City a General Warranty Deed conveying good and marketable title to the real estate generally outlined in Exhibit "A" attached hereto and incorporated herein by reference (the "Subject Property"), free and clear of all liens and encumbrances except those of record; provided that the Warranty Deed will convey a "defeasible estate" with conditions whereby Kifer or Kifer's heirs may re-enter and terminate the estate upon a happening of certain conditions subsequent. More specifically:
  - (i) The Deed conveying the Subject Property will provide that the Subject Property must be used only as either one or more of the following: a normal park, nature trail, or a disc golf course; provided that no dog park will be allowed due to the potential of noise or odors that may be a nuisance to adjoining landowners; and
  - (ii) The Deed conveying the Subject Property will keep the Subject Property free of nuisance and noxious weeds and overgrowth; and
  - (iii) The Deed conveying the Subject Property will require the park on the Subject Property to carry the name of "Kifer" in its title.
- b. In the event that the City determines (via motion, ordinance, or budget allocation), within one (1) year of the recording of the Deed, that the Subject Property will be developed for disc golf, then Kifer will donate an additional \$5,000.00 towards the development of said disc golf course.
- c. Kifer will be allowed to harvest the windrow of the top-soil on the Subject Property following conveyance so long as the same is excavated and collected within six (6) months of the recording of the Deed.

**2. Subject Property to be Surveyed:** The parties acknowledge that a survey will be needed to determine a final and formal legal description for the Subject Property. The survey will take place as soon as practical following the execution of this Agreement, it being understood that this Agreement has been executed during the 2020 COVID-19 public health emergency. In any event, the survey will be completed within six (6) months of the execution of this Agreement. The City will reimburse Kifer for the field work and staking portion of the survey. The survey will also include the legal description for the easement(s) as set forth below.

**3. City's Obligations:**

- a. Within thirty (30) days of the delivery of the Deed to the City, the City will convey to Kifer a water/sewer and utility easement(s) through the Subject Property in substantially the form as Exhibit "B" attached hereto and made a part hereof by reference. The legal description of the easement(s) will be provided to the City along with the survey. Notwithstanding the foregoing, Kifer may at their option reserve the easement(s) in the Deed conveying the Subject Property in lieu of this section if deemed appropriate in Kifer's sole discretion.
- b. In the event that the City uses the Subject Property for disc golf purposes, the City will allow Kifer to use two (2) premium advertising spots within the disc golf course for advertising at no cost for so long as the disc golf course exists.
- c. The City will install a parking lot and a walking trail on the Subject Property within twelve (12) months of the recording of the Deed. The parking lot and walking trail will be, at the very least, chat-based. The Director of Public Works, the Zoning Administrator, and the City's engineer will be consulted as to the location of the parking lot and walking trail for the purpose of minimizing the need to alter the same in the event that future detention / basin areas are needed.
- d. It is understood that the real estate adjoining the Subject Property will likely be developed in the future. In the event that Kifer, or Kifer's assigns or successors in interest develop adjoining real estate, and in the further event that the City would then require further detention areas due to said development, then the City will allow Kifer (or said assigns or successors in interest) to construct or enlarge additional detention areas within the Subject Property; provided that in the event that future detention areas are needed that cannot be placed within the Subject Property due to then existing park improvements, zoning regulations, or other laws, rules, or regulations), then said detention areas will be constructed outside of the Subject Property and the City will thereafter agree to accept donation of said detention areas so long as acceptance by the City is otherwise allowed by law.
- e. The City will not engage in any fill projects on the Subject Property that are reasonably likely to create water retention or water drainage problems for real estate adjoining the Subject Property.
- f. The City will generally maintain the Subject Property consistent with the maintenance provided to all other parks within the boundaries of the City.

**4. Appraisal:** The Subject Property will be appraised within sixty (90) days following the final survey determining the formal legal description of the same. The parties will each pay for one-half (1/2) of the costs of the appraisal. If the parties cannot agree on an appraiser, then each party will submit the name of an appraiser, and the appraisers submitted by the parties will be instructed to choose a third appraiser who will conduct the actual appraisal.

**5. Delivery of Deed:** Kifer will deliver the Deed to the Subject Property contemplated by this Agreement within thirty (30) days of the completion of the appraisal contemplated by this Agreement.

**6. Survival of Terms and Specific Performance:** The City's obligations in Paragraph 3 of this Agreement will survive the delivery and recording of the Deed for a period of forty (40) years, unless a different time-frame is otherwise specified. The parties expressly agree that the obligations as set forth in this Agreement may be enforced by request for specific performance.

**7. 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.

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

**9. 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.

**10. 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.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

**City of Bolivar, Missouri**

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

\_\_\_\_\_  
DATE

ATTEST

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
DATE

**Signature of Property Owner:**

\_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_

\_\_\_\_\_  
DATE