

ORDINANCE COVER SHEET

Bill No. 2020-42 Ordinance No. _____

"AN ORDINANCE AUTHORIZING A CONTRACT WITH ALLGEIER, MARTIN & ASSOCIATES, INC. FOR ENGINEERING SERVICES."

Filed for public in	spection on:		
First reading	In Full;	By Title on :	·
Second reading _	In Full;	By Title on: _	·
Vote by the Board	l of Aldermen	on:	:
Aye;	_ Nay; A	Abstain	
Approved	by the Mayor	on:	•
Vetoed by	the Mayor on		•
Board of Alderme	en Vote to Over	ride Veto on	
Aye;	_ Nay;	Abstain	
Rill Effective Date	a•		

Ordinance	Nο		
Olumanice	INU.		

"AN ORDINANCE AUTHORIZING A CONTRACT WITH ALLGEIER, MARTIN & ASSOCIATES, INC. FOR ENGINEERING SERVICES."

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

Section I: The City is hereby authorized to enter into an agreement with Allgeier, Martin & Associates, Inc. for engineering services for a period of two (2) years with such contract and terms to be in the form attached hereto as Exhibit "A" and made a part hereof by reference.

Section II: The Mayor and Aldermen and City Clerk are 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	

AGREEMENT BETWEEN CITY AND ENGINEER FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this	day of	, 2020, between Allgeier,
Martin & Associates, Inc., hereinafter referred	I to as "Engineer"	, and the City of Bolivar,
Missouri, hereinafter referred to as "City", who	ereby the Engine	er shall provide
miscellaneous professional engineering servi	ces for the City.	·

- **Section 1. Services to be Performed.** Engineer shall perform professional engineering services, including, but not limited to, customary civil engineering services for water main and sanitary sewer main replacements, extensions and other system improvements; survey services or other miscellaneous civil engineering services as may be requested by the City. Each project shall be discussed and services for the project outlined prior to beginning said project. Authorized services included in this agreement:
- 1.1 Consult with the City on engineering issues facing the City on an as needed basis.
- 1.2 Perform reviews of proposed residential, commercial and industrial developments including conceptual layout plans, preliminary plats, construction drawings, and final plats. Findings from the reviews will be developed into a comment letter and sent to the City.
- 1.3 Conduct field survey work for utility construction drawings, boundary or easement descriptions, prepare legal boundary descriptions or easement descriptions and easement documents. Negotiation, appraisals, and obtainment of said easements shall be the responsibility of the City, unless requested of Engineer by the City.
- 1.4 Meet with City to discuss water and sanitary sewer main locations or other areas of desired Engineering or survey work.
- 1.5 Services to make measured drawings of or to investigate existing conditions or facilities or to verify the accuracy of drawings or other information furnished by City.
- 1.6 Prepare preliminary and final drawings and any specifications required in addition to the City's standard specifications to show the character and extent of any project.
- 1.7 Design of water or wastewater system extensions or improvements; pumping facilities to transport water or sewage from any proposed extension to the City's water system or sewage collection system and/or as determined necessary as part of the existing systems.
- 1.8 Design of roadway extensions or improvements including management of stormwater runoff as part of a roadway improvement.
- 1.9Prepare documentation as needed for bidding projects or portions of projects as may be requested by City.

- 1.10 Furnish to City such documents and design data as may be required and assist in the preparation of the required documents so that City may apply for Missouri Department of Natural Resources approval, and assist in obtaining such approvals by participating in submissions to and negotiations with the Missouri Department of Natural Resources. Services to include providing two copies of the plans, additional specifications and other related documents for Missouri Department of Natural Resources submittal for water and sewer design projects.
- 1.11 Construction staking to enable contractor(s) to proceed with their work; and providing other special field surveys other than those for design purposes.
- 1.12 Review standard water and wastewater specifications and provide updated documents in order to maintain compliance with Missouri Department of Natural Resources as requested.
- 1.13 Preparing to serve or serving as a consultant or witness for City in any litigation, public hearing, or other legal or administrative proceeding as requested by the City.
- 1.14 Prepare detailed reports and/or master plans on the water storage, supply and distribution system; on the wastewater collection and treatment facilities; on the transportation system; and on the stormwater management system as necessary to plan future system improvements as requested by the City.
- 1.15 Prepare maps of the water, wastewater, transportation and stormwater systems based upon information provided by the City or by obtaining actual field information as requested by the City.
- 1.16 Prepare standard specifications and design standards for the water, wastewater, transportation and/or stormwater systems as requested by the City.
- 1.17 Serve as a representative of the City as requested.
- 1.18. Prepare a work order for each task that has been requested by the City. Said work order shall be provided in writing to the City and contain a scope of work and estimated maximum fee for the work to be performed as part of the work order. Services shall not begin on the tasks included within said work order until a written notice to proceed has been provided to the Engineer by the City. Engineering services associated with development reviews shall be on an as requested basis and will not require a work order.

Engineer shall coordinate all survey work and drawing coordinate systems with the City Staff.

Section 2. City's Responsibilities. City shall:

- 2.1 Provide all criteria and full information as to City's requirements for the projects, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 2.2 Assist Engineer by placing at his disposal all available information pertinent to the projects, including previous reports and any other data relative to design or construction of the projects.

- 2.3 Furnish to Engineer, as required for performance of Engineer's basic services, data prepared by or services of others, including without limitation core borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations; all of which Engineer may rely upon in performing his services.
- 2.4 Arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform his services.
- 2.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Engineer, obtain advice of an attorney, insurance counselor, and other consultants as City deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of Engineer.
- 2.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the projects and such approvals and consents from others as may be necessary for completion of the projects.
- 2.7 Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the projects; such legal services as City may require or Engineer may reasonably request with regard to legal issues pertaining to the projects including any that may be raised by contractor(s); such auditing service as City may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract; and such inspection services as City may require to ascertain that contractor(s) are complying with any law, rule, or regulation applicable to their performance of the work.
- 2.8 Designate in writing a person to act as City's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Engineer's services.
- 2.9 Give prompt written notice to Engineer whenever City observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services.
- 2.10 Bear all costs incidental to compliance with the requirements of this Section 2.
- **Section 3. Term of Contract:** This contract shall become effective upon execution and approval of the agreement, and shall end on December 31, 2022. The contract may be reviewed and renewed by the City at two year intervals, thereafter, with any revisions to the contents made as agreed to by both parties.
- **Section 4. Amendments:** Any substantial amendments affecting the compensation amount, substantially altering the scope of work, or affecting the length of the contract shall require approval of the Board of Aldermen and shall be adopted by ordinance signed by the Mayor and attested by the City Clerk.

Section 5. Compensation: Compensation for services provided by Engineer shall be at the hourly rates as provided on Exhibit A "Rate Schedule". Engineer shall provide detailed bills monthly and payment shall be made by the City on a Net-30 basis.

If City fails to make any payment due Engineer for services and expenses within sixty days after receipt of Engineer's bill, the amounts due Engineer shall include a charge at the rate of 1% per month from said sixtieth day, and in addition, Engineer may, after giving seven days' written notice to City, suspend services under this agreement until he has been paid in full all amounts due him for services and expenses.

Section 6. Insurance Requirements: The Engineer shall maintain Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, the Engineer also maintains professional liability insurance with coverage of \$2,000,000, Comprehensive General Liability Insurance with coverage of \$1,000,000, and Automobile Liability Insurance with coverage of \$1,000,000. A Certificate of Insurance can be supplied evidencing such coverage. Cost of the coverage is included in quoted fees.

Section 7. Standard of Care: The engineer will use that same degree of care and skill ordinarily exercised under similar conditions by reputable members of the Engineering profession in connection with the services performed hereunder. No other warranty, expressed or implied, is made or intended by this proposal for consulting services or by furnishing oral or written reports.

Section 8. Limitation of Liability: The Engineer's maximum aggregate liability for damages connected with the project is limited to the compensation paid by the City to the Engineer for project services.

Section 9. Right-of-Entry: Unless otherwise agreed, the City will furnish right-of-entry on the property for the Engineer to make the necessary surveys, test, and/or explorations. Engineer will be responsible for any damage inflicted on said property by Engineer while performing necessary surveys, test, and/or explorations.

Section 10. Ownership of Documents: All documents, including, but not limited to drawings, specifications, reports, field notes, calculations and estimates, prepared by the Engineer as instruments of service pursuant to this Agreement, shall be the sole property of the City. City agrees that all documents of any nature furnished to City or City's agents or designees, if not paid for, will be returned upon demand and will not be used by City for any purpose whatsoever. City further agrees that under no circumstances shall any documents produced by the Engineer, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of the Engineer. At the request and expense of City, the Engineer will provide City with copies of documents created in the performance of said work.

Section 11. Safety: City agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site; including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by the Engineer is not intended to include review of the adequacy of the contractor's safety measures in, adjacent to, or near the construction site.

Section 12. Termination: The obligation to provide further services under this agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

This agreement may also be terminated for convenience by either party following seven days written notice to the other party. Regardless of the party terminating the agreement, Owner shall compensate ENGINEER for all services provided through the date of termination of this agreement within 30 days following receipt of the final invoice in accordance with the payment terms of this agreement.

- **Section 13. Ownership of Work Upon Termination:** If this agreement is terminated prior to Engineer's completion of services in accordance with the provisions outlined in Section 12, all work or materials prepared or obtained by Engineer pursuant to this agreement shall be the City's property and shall be promptly delivered to the City.
- **Section 14. City's Right to Proceed:** In the event this agreement is terminated pursuant to Section 12, the City may take over the work and prosecute the same to completion by agreement with another qualified company. In any such case, the City may take possession of, and utilize in completing the work, such materials as may be available and are necessary for completion of the work. In doing so, the City and/or qualified company assumes sole risk for all claims, damages, losses and expenses arising or resulting therefrom. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of this agreement, City ordinances, and state and federal laws.
- **Section 15. Modification:** No modification or waiver of any provision of this Agreement or consent to any departure therefrom shall in any event be effective unless the same shall be in writing and signed by the party to be charged therewith, and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
- **Section 16.** Compliance to Executive Order 11246: The Engineer agrees to abide by Executive Order 11246, as amended, and Title VI of the Civil Rights Act of 1964, pertaining to equal employment, by complying with the following:
- **16.1** The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.
- **16.2** Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- Section 17. Governing Law: This agreement shall be governed in all respects by the laws

of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement as of the day and year first above written.

(seal) ATTEST:	Honorable Christopher Warwick, Mayor
Ms. Paula Henderson, City Clerk	Date Executed by City

Allgeier, Martin & Associates

Chris Erisman, P.E., First Vice President

Date Executed by Allgeier, Martin and Associates

14,2020

EXHIBIT A ALLGEIER, MARTIN and ASSOCIATES, INC. **Consulting Engineers and Surveyors**

RATE SCHEDULE 2020, 2021 and 2022

LABOR RATES

Hourly Billing Rate

Classification Principal/Engineer IV Principal/Engineer III Project Manager/Engineer II Project Manager/Engineer I Technician III/GIS Specialist Technician II Technician II Technician I Two-Man GPS Survey Crew One-Man GPS Survey Crew Three-Man Survey Crew Two-Man Survey Crew Registered Land Surveyor II Registered Land Surveyor I Survey Crew Member Right of Way Specialist Project Representative III	01/01/2020 thru 12/31/2020 \$197 \$179 \$160 \$144 \$132 \$111 \$98 \$92 \$185 \$144 \$207 \$155 \$171 \$148 \$75 \$114 \$111 \$98	01/01/2021 thru 12/31/2021 \$204 \$185 \$166 \$149 \$137 \$115 \$101 \$95 \$191 \$149 \$214 \$160 \$177 \$153 \$78 \$118 \$115 \$101	01/01/2022 thru 12/31/2022 \$211 \$192 \$171 \$154 \$141 \$119 \$105 \$99 \$198 \$154 \$222 \$166 \$183 \$159 \$80 \$122 \$119 \$105
		•	= '
Project Representative II	\$98	\$101	\$105
Project Representative I	\$92	\$95	\$99
Secretary/Assistant	\$74	\$77	\$79
Print Specialist	\$74	\$77	\$79

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

NON-LABOR RATES

ltem	Rate
Travel	\$0.57 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

ORDINANCE COVER SHEET

Bill No. 2020-43 Ordinance No. _____

"AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FOR CERTAIN PROPERTY GENERALLY LOCATED AT 829 S. CLARK AVENUE, 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; 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:	

Ordinance	Nο	
	INCL	

"AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FOR CERTAIN PROPERTY GENERALLY LOCATED AT 829 S. CLARK AVENUE, 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 October 22, 2020 regarding the real estate identified herein below; and

WHEREAS, the Planning and Zoning Commission for the City of Bolivar, Missouri voted 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 consistent with the intent and purposes of the City's zoning regulations, policies, and comprehensive plan in that the surrounding area is becoming consistent with the zoning change requested; and
- (ii) that the real estate in question would be compatible with most uses that would be permitted on the property if it were reclassified; and
- (iii) that adequate sewer and water facilities and public services are available or otherwise could be provided to serve the residential 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 recommended in part because of changed or changing conditions in the area in that the university now makes this area suitable to the change requested; and the proposed amendment does not provide a disproportionately greater loss to the individual landowners relative to the public gain.

Section I: Consistent with the recommendation of the Planning and Zoning Commission of the City of Bolivar on October 22, 2020 to approve the zoning change application, after petition being filed by the record owners and duly held public hearing, the zoning classification for the following described property is hereby changed from "R-1," Single-Family Dwelling District to "R-4," Multiple-Family Dwelling District:

Lot One (1) of Block No. Four (4) of Clark's Addition to the Town (Now City) of Bolivar, Missouri.
Property commonly referred to as: 829 S. Clark Avenue, Bolivar, MO.
The owner of the property is: John Mitchell
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
<u>CERTIFICATION</u>
I, Paula Henderson, do hereby certify that I am the duly appointed and acting City Clerk for the City of Bolivar, Missouri; that the foregoing Ordinance No was adopted by the Board or Aldermen and thereafter approved by the Mayor and became effective on, 2020; and that said Ordinance remains in full force and effect, having never been altered, amended nor repealed.
Paula Henderson, City Clerk



Case Number: 20-20-04
Date Submitted: 9/29/2020

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						
		Mailing Address: 1052 E Sunset Rd, Henderson, N				
Da	nytime Phone: 725-218-7251	Email: johnmitchell 51@ hotmail.com				
Aı	re you the property owner? 🔀 Yes [] No	Are you the contact person for the case? X Yes [] No				
Pr	operty Owner:	Mailing Address:				
Da	nytime Phone:	_Email:				
Co	ontact Person:	_ Mailing Address:				
Th	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.					
1		Project Type				
NGE	Lot Address/Location:	Subdivision:				
BOUNDARY CHANGE	Legal Description:					
NDAR						
BOU	Zoning District One (1) Or	iginal Plat or Survey [] Copies of Plat or Survey []				
NO O	Lot Address/Location: Subdivision:					
IDAT	Legal Description:					
CONSOLIDATION						
LOTCC	Zoning District One (1) Or	iginal 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: 829 S. Clark Avenue Subdivision Clark's Addition Legal Description:				
REZ	Request to change zoning from RI to R4. Reasoning: Projected multifamily dwellings				
	Name of Subdivision: Subdivision Classification: [] Minor [] Major				
	General Location:				
PLAT	Gross Acreage of Plat: Minimum Lot Frontage Minimum Lot Area				
PRELIMINARY PLAT	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?				
	Name of Subdivision:				
FINAL PLAT	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?				
pe rec the	e owner herein agrees to comply with the Subdivision Regulations for Bolivar, Missouri, as amended and all other rtinent ordinance or resolutions of the City and Statutes of the State of Missouri. It is agreed that all costs of cording the plat and supplemental documents thereto with the Register of Deeds shall be assumed by the owner of e property proposed for platting. Date: Date:				
— An	Date 9/29/2020				
	opice /				

Recording Date: 09/06/2019

Time: 01:21:07 PM

Instr #: 2019L3411

Book #: 2019L

Page: 3411

Type WD Pages 2

ages 2 Fee \$27.00 S REAL ESTATE DOCUMENT RECORDER'S CERTIFICATION

CAROL POINDEXTER
RECORDER OF DEEDS



WARRANTY DEED

THIS INDENTURE, made on the Lettay of September, 2019, by and between Ronald W. Mitchell, a single person, hereinafter referred to as **GRANTOR** or party of the first part, whether one or more, and John O. Mitchell, of the County of Polk, in the State of Missouri, hereinafter referred to as **GRANTEE** or party of the second part, whether one or more. Mailing address of said first named grantee is 1052 E. Sunset Rd. Henderson, NV 89011

WITNESSETH, that the said **GRANTOR** or party of the first part, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to him paid by the said **GRANTEE** or party of the second part, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN, AND SELL, CONVEY, AND CONFIRM, unto the said **GRANTEE** or party of the second part, his heirs and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Polk and State of Missouri, to-wit:

Lot One (1) of Block No. Four (4) of Clark's Addition to the Town (Now City) of Bolivar, Missouri.

Grantor states that Nancy J. Mitchell date of death was 5-27-11 and at the time of death Ronald W. Mitchell and Nancy J. Mitchell were living together as husband and wife never having been divorced.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging, or in anyway appertaining, unto the said **GRANTEE** or party of the second part, and unto his heirs and assigns forever; the said **GRANTOR** or party of the first part hereby covenanting that he is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that he has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by him or those under whom he claims and that he will warrant and defend the title to the said premises unto the said **GRANTEE** or party of the second part and unto his heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

Reference herein to the masculine singular shall refer to all parties that the context shall require, whether masculine, feminine, or neuter, and whether one or more. If **GRANTOR** or party of the first part or **GRANTEE** or party of the second part shall be corporations, all references herein to the heirs of such corporate party shall be construed to refer to the successors thereof.

IN WITNESS WHEREOF, this deed has been executed the day and year first above written.

GRANTORS:



R w m delitt

Ronald W. Mitchell

STATE OF MISSOURI))ss.

COUNTY OF POLK

On this the day of September, 2019, before me personally appeared Ronald W. Mitchell, a single person, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Bolivar, Missouri, the day and year first above written.

My term of office as a Notary Public will expire May 15

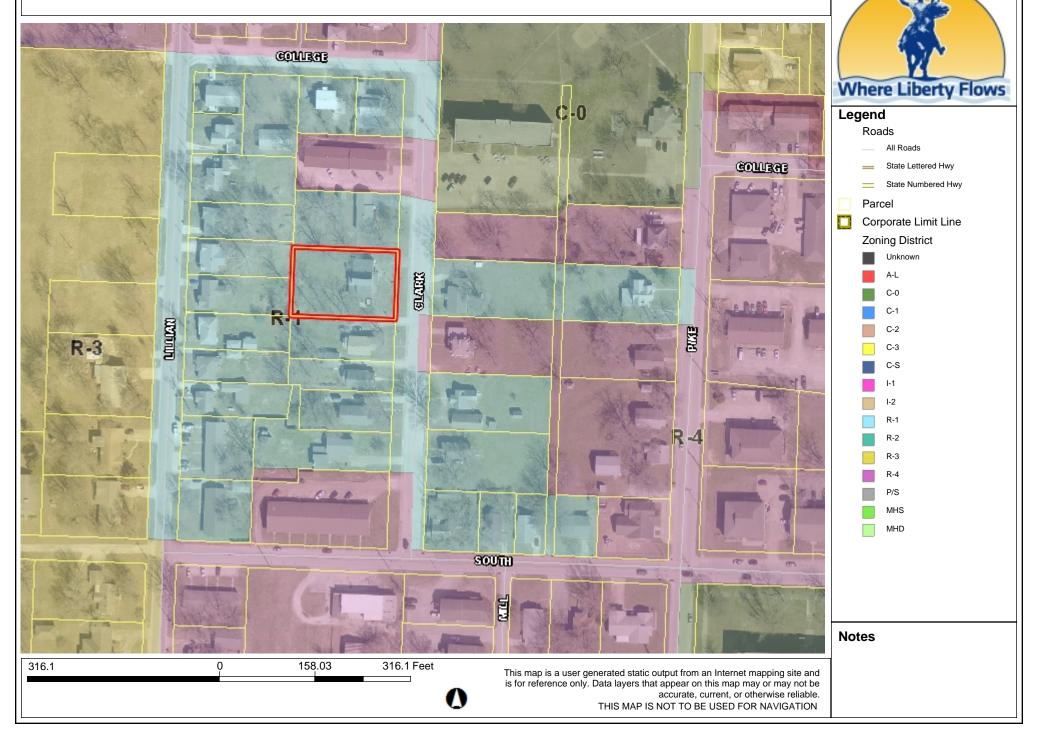
ALISHA PAYNE
Notary Public, Notary Seal
State of Missouri
Polk County
Commission # 08382291
My Commission Expires 05-15-2022

Notary Public

By Recording this Deed, the Grantees acknowledge that no Title search, opinion of Title or Title Insurance was requested.

V

Bolivar, MO



ORDINANCE COVER SHEET

Bill No. 2020-44 Ordinance No. _____

"AN ORDINANCE AUTHORIZING A CONTRACT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR PUBLIC IMPROVEMENTS AND SIDEWALK IMPROVEMENTS ON ROUTES 32 AND 83 IN BOLIVAR."

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	
Rill Effective Date:	

Bill	Nο	2020	-44

Ordin:	ance No.	

"AN ORDINANCE AUTHORIZING A CONTRACT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR PUBLIC IMPROVEMENTS AND SIDEWALK IMPROVEMENTS ON ROUTES 32 AND 83 IN BOLIVAR."

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

Section I: The City is hereby authorized to enter into an agreement with the Missouri Highways and Transport Commission for public improvement and sidewalk improvements on Routes 32 and 83 in Bolivar; with such contract and terms to be in the form attached hereto as Exhibit "A" and made a part hereof by reference.

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

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

	Christopher Warwick, Mayor
ATTEST:	
Paula Henderson, City Cler	k

CCO Form: DE11 Municipal Agreement
Approved: 04/93 (CEH) Route: 32 and 83
Revised: 04/20 (BDG) County: Polk
Modified: 09/20 (WDS) Job No.: J7P3370

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Bolivar, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

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

- (1) <u>IMPROVEMENT DESIGNATION</u>: The public improvement designated as Route 32 and 83, Polk County, Job No. J7P3370 shall consist of improving sidewalk to meet ADA standards.
- (2) <u>IMPROVEMENT WITHIN CITY</u>: The improvements within the City are located as follows:

West Broadway Street: Beginning at Station 541+25, a point located 5,288.29 feet north and 177.29 feet east of the southwest corner of Section 11, Township 33 North, Range 23 West, run in a easterly direction along centerline of Route 32 to Station 603+00, a point located 4,226.54 feet south and 4,942.56 feet west of the northeast corner of Section 1, Township 33 North, Range 23 West. The improvement within the City is located on both sides of Route 32 (West Broadway Street) between Route 13 and Route 83 (Springfield Avenue). Length of improvement within the City along Route 32 is approximately 1.2 miles.

North Main Avenue: Beginning at Station 1+75, a point located 2,318.06 feet south and 6,027.68 feet west of the northeast corner of Section 1, Township 33 North, Range 23 West, run in a southerly direction along centerline of Route 83 (North Main Avenue) to Station 21+30, a point located 892.75 feet north and 89.00 feet east of the southeast corner of Section 2, Township 33 North, Range 23 West. The improvement within the City is located on both sides of Route 83 between Division Street and Chestnut Street. Length of improvement within the City along North Main Avenue is approximately 0.4 miles.

Springfield Avenue: Beginning at Station 1+25, a point located 4,373.23 feet south and 4,968.36 feet west of the northeast corner of Section 1, Township 33 North, Range 23 West, run in a southerly direction along centerline of Route 83 (Springfield Avenue) to Station 3+00, a point located 197.61 feet south and 2,464.59 feet west of the southeast

corner of Section 12, Township 33 North, Range 23 West. The improvement within the City is located on both sides of Route 83 between just north of Jackson Street and just south of Aldrich Road. Length of improvement within the City along Springfield Avenue is approximately 1.3 miles.

- (3) <u>EXTENT OF AGREEMENT</u>: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.
- (4) <u>LOCATION</u>: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.
- (5) <u>PURPOSE</u>: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J7P3370.
- (6) <u>RIGHT-OF-WAY USE</u>: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.
- (7) <u>CLOSE AND VACATE</u>: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.
- (8) <u>RIGHT-OF-WAY ACQUISITION</u>: No acquisition of additional right-of-way is anticipated in connection with Job No. J7P3370 contemplated by this Agreement.

(9) <u>UTILITY RELOCATION</u>:

- (A) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.
- (B) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will

reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's district engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

- (C) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.
- (D) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) <u>LIGHTING</u>

- (A) The installation, operation, and maintenance by the Commission of any lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect at the time of any such installation and only to the extent the Commission then deems warranted. No street lighting system shall be installed or maintained by or for the City on the improvement without approval of the Commission.
- (B) The City will, at its cost and expense, install, operate, and maintain basic pedestrian access street crossing lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on this type of lighting in effect, and to the extent

deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

- (11) <u>TRAFFIC CONTROL DEVICES</u>: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.
- (12) <u>DRAINAGE</u>: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.
- (13) <u>PERMITS</u>: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.
- (14) <u>COMMENCEMENT OF WORK</u>: The Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

- (B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.
- (C) The City shall inspect and maintain the sidewalks constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.
- (16) <u>POLICE POWERS</u>: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.
- (17) <u>RESTRICTION OF PARKING</u>: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.
- (18) <u>OUTDOOR ADVERTISING</u>: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.
- (19) <u>WITHHOLDING OF FUNDS</u>: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.
- (20) <u>FEDERAL HIGHWAY ADMINISTRATION</u>: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(21) <u>INDEMNIFICATION</u>:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's

wrongful or negligent performance of its obligations under this Agreement.

- (B) The City will require any contractor procured by the City to work under this Agreement:
- (1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and
- (2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
- (C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.
- (22) <u>AMENDMENTS</u>: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.
- (23) <u>COMMISSION REPRESENTATIVE</u>: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.
- (24) <u>CITY REPRESENTATIVE:</u> The City's Administrator is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.
- (25) <u>NOTICES</u>: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
 City of Bolivar
 Tracy Slagle City Administrator
 345 S. Main Ave.
 Bolivar, MO 65613
- (B) To the Commission:
 Southwest District Engineer: Steve Campbell
 3025 E. Kearney St.
 Springfield, MO 65803

or to such other place as the parties may designate in accordance with this Agreement.

- (26) <u>ASSIGNMENT</u>: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.
- (27) <u>LAW OF MISSOURI TO GOVERN</u>: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.
- (28) <u>VENUE</u>: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
- (29) <u>SOLE BENEFICIARY</u>: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.
- (30) <u>AUTHORITY TO EXECUTE</u>: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.
- (31) <u>SECTION HEADINGS</u>: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties had date last written below.	ave entered into this Agreement on the
Executed by the City this day of	, 20
Executed by the Commission this	day of, 20
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	CITY OF BOLIVAR
By:	By:
Title:	Title:
ATTEST:	ATTEST:
Secretary to the Commission	By:
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Commission Counsel	By:
	Ordinance Number

Solution Proposal

Prepared For

City of Bolivar

New location Proposal #: 024738 v1





Hardware	Price	Qty	Total
Meraki MX67 Network Security/Firewall Appliance - 5 Port - 10/100/1000Base-T - Gigabit Ethernet - 5 x RJ-45 - Desktop, Wall Mountable	\$450.00	1	\$450.00
Meraki Advanced Security - MX67 Cloud Managed Firewall - License and Support - 3 Year License Validation Period	\$900.00	1	\$900.00
Meraki Ethernet Switch - 24 Ports - Manageable - 2 Layer Supported - Modular - Twisted Pair, Optical Fiber - 1U High - Rack-mountable	\$2,750.00	1	\$2,750.00
Meraki Enterprise + 3 Years Enterprise Support - MS125-24 Cloud- Managed 24 Port Switch - Subscription License 1 Switch - 3 Year License Validation Period	\$325.00	1	\$325.00
Meraki MR36 802.11ax 1.70 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 1 x Network (RJ-45) - Gigabit Ethernet - Desktop, Ceiling Mountable, Wall Mountable, Rail-mountable	\$625.00	3	\$1,875.00
Meraki MR Enterprise Cloud Controller License, 3 Years - Meraki MR Series Access Point - Subscription License 1 Access Point - 3 Year License Validation Period	\$225.00	3	\$675.00
	Sı	ubtotal:	\$6,975.00

Labor Total

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. JMARK will not be responsible for physically mounting wireless access points.

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.

Switch

- Prepare switch(es) for installation at City of Bolivar.
- For switch replacements, mirror configuration of current switch(es).
- Communicate service window with the customer.
- Install the newly configured switch(es) at the customer location.
- Enable PoE in preparation for potential future use.

Access Points

- Prepare access point(s) for installation at City of Bolivar.
- For existing deployments, add access point(s) to current mesh.
- For new deployments, create two SSIDs:
 - o One Dot1x staff network
 - One guest network
- Communicate service window with the customer.
- Deliver the newly configured access point(s) to the customer location.
- Have access point(s) mounted by third party vendor.

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:

\$2,800.00

Proposal Information:

Prepared for:

Prepared by:

Quote #: 024738 Version: 1

Delivery Date: 10/21/2020 Expiration Date: 10/31/2020 City of Bolivar PO Box 9 29 Bolivar, MO 65613 Brent Watkins

Bolivar, MO 65613
Brent Watkins
bwatkins@bolivar.mo.us
(417) 328-5850



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

Quote Summary*	Total
Hardware	\$6,975.00
Labor	\$2,800.00
Subtotal	\$9,775.00
Shipping	\$25.00
Total	\$9,800.00

^{*}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 .		
Signature	Date	

SPECIAL EVENT APPLICATION

APPLICANT AND ORGANIZATION INFORMATION
Sponsor Name: <u>Eddie Lollar</u>
Address: 385 W. Bradford
City: <u>Bolivar</u> State: <u>Mo</u> Zip: <u>65613</u>
Daytime phone: 4/7-717-0737 Cell phone: 4/7-777-0737
Fax: Cell phone (during event):
Email:eplollar@gmail.com
Preferred method of contact:
EVENT INFORMATION
Event name: Prayer Gathering
Event location: South Side of Court house
Date & time of Set up:
Date & time of Event: 10/31/20 7:00 am.
Date & time of Clean up: 10/31/20 8:00 am.
Anticipated number of attendees: $\underline{50 - 250}$
Will the event sponsor be present and in charge of the event at all times? ☐No If no, please provide name of responsible party present.
Name: <u>Eddie Lollar</u> Cell phone (during event): <u>417-777-0737</u>
Type of activities planned (check all that apply): Carnival Concert Festival Fireworks Parade Run/Walk Sporting Event Other (please explain)
Will the following be served? (check all that apply) □ Food □ Alcohol If food is being served, a permit with the Polk County Health Center shall be obtained. Event sponsor will be responsible to monitor alcohol remains in defined event area.
Will temporary booths be set up? ☐ Yes ☒ No If yes, will goods be available for purchase? ☐ Yes ☐ No Sponsor is required to obtain a City business license for all vendors selling goods during the event.
Will event be open to the public? ☐ Yes ☐ No

SPECIAL EVENT PACKET

4

Will admission be charged?	☐ Yes	X No	
Will donations be accepted?	☐ Yes	X No	
Will electricity be required?	☐ Yes	×νο	
Will generators be used?	☐ Yes	X No	
Will live music be performed?	Yes	□ No	
Will a stage be set up/constructed? Please list performance times	☐ Yes	X No	
Will banners/signs be installed? ALL signs require a sign permit issued by the approval of the Special Events Permit, the of The cost-free permits still require a sign approval operation Development Department. All other signs repermit charge.	rganization i. olication and equire sign a	Development Department. With the s entitled to 2 cost-free sign permits. approval by the Community pplication submission, approval and	
Is this an event for Charity?	□Yes	No	
List participating organizations/with name of contact (attach list if needed)			
Organization: Polk County Cares	Contact	Ray Leininger	
Organization:	Contact		
Organization:	Contact		
Please indicate who is planned to provide the following services(for EMS, Fire, and security only check City provided if you want dedicated staffing at your event. This will incur additional charges): Not			

Service City provided Self provided Applicable

Crowd Control

EMS Services

Fire Watch

Restroom Facilities

Security

Street Barricades

Traffic Control

Trash clean-up*

SPECIAL EVENT PACKET 5

^{*}The City reserves the right to charge the event sponsor for clean-up provided by the City.

In addition to the information provided above, please provide a detailed event. Also provide a map illustrating the locations of the activities plant barricades. (Except for very limited circumstances, the City will require to cross intersection to cross intersection so that no traffic can turn into clo additional sheets as needed. This is a prayer of the circumstance of the circums	ned and requested street hat a street closing be from sed street.) Please use gathering for lection. We are thouse lawn to oval from County t on South side of State regulations and those
Signature: <u>Calche Lollar</u> Print: <u>Edo</u>	tie Lollar
Organization Name: Prayer Event	Date:
OFFICE USE ONLY	
	ubmitted:
Date scheduled to be presented to	o Council:
Emergency Management:	Date:
Community Development:	Date:
Building Inspector (if applicable):	Date:
Fire Chief:	Date:
Police Chief:	
Public Works Director:	
City Clerk:	
	Date
Date presented to	o Council:
	Approved
	Approved \square Rejected

Court house is for overflow to allow social distancing.

To the extent permitted by law, Sponsor agrees to indemnify, defend and hold harmless the City of Bolivar, its officers, agents, volunteers and employees from and against all suits, claims, damages, losses and expenses, including by not limited to attorney's fees, court costs or alternative dispute resolution costs arising out of, or related to, Sponsor's use of city streets, roads, parks, sidewalk or other facilities under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of Sponsor, its officers, agents and volunteers, or anyone directly or indirectly employed or hired by Sponsor or anyone for whose acts Sponsor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.

- 1. Sponsor shall purchase and maintain the following insurance, at Sponsor's expense:
 - Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis
 - Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hire automobiles and other vehicles used by Sponsor with a combined single limit of \$1,000,000 per accident
- 2. All policies of insurance must be on a primary basis, non-contributory with any other insurance and/or self-insurance carried by the city.
- 3. Prior to using City's facilities or infrastructure under this agreement, Sponsor shall furnish the City with certificates of insurance evidencing the required coverage, conditions and limits required by this agreement, have the City named as an additional inured and provide the appropriate additional insured endorsements.
- 4. No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on the doctrines of sovereign immunity, official immunity or any other immunity available under law.

Signature: Zaldie Sollar	Print: Eddie Lollar
Organization Name:	Date:
City of Bolivar Representative:	Date:

SPECIAL EVENT PACKET 7

People Centric Consulting Group

Pathfinder & Partnership

with City of Bolivar

Your Opportunity

CHALLENGES

The City of Bolivar has come a long way from 2012 when it was on the verge of bankruptcy. The current administration is working to create a new culture, develop leaders, and attract and retain talent. The City of Bolivar knows that it must be a high performance company with a strong mission and vision to compete for talent in the region. The City has a good communication cadence between the board and the administration, and even down to the manager level, but it seems to stall there. The need for top down and bottom up communication is growing as they work to change the culture.

SOLUTIONS

We propose that we begin with a People Centric Pathfinder to determine the biggest areas of opportunity and then move immediately into a People Centric Partnership to work on those opportunities together. This will help us engage the entire organization and hear from the team. We want the team to identify the areas they see as the biggest strengths and the areas they see as the biggest opportunities. Once we have completed the Pathfinder, we will work with the admin team to show results and determine what areas should be addressed immediately. People Centric will meet with leadership regularly to determine goals, prioritize projects, and leverage the knowledge on the team to make progress towards the goals and complete projects. People Centric will also provide leadership training, one on one coaching, and other services as needed. The City of Bolivar staff will have access to the People Centric team and full suite of services while in this Partnership.

Our Pathfinder

People Centric proposes to perform our own PathfinderTM assessment of your organization. This assessment includes the following:

Culture Systems Assessment

We will conduct an interview of your top management to determine what systems are currently in place to support a high-performance culture. We will be evaluating systems that support People, Communication, Management, Processes, and Strategy.

Employee Interviews

These 30-minute interviews conducted by People Centric personnel with select employees and managers are designed to uncover specific opportunities and strengths within your organization.

Surveys

We will conduct online surveys of the entire team to explore employee engagement and cultural challenges. We will be collecting open feedback as well as measuring the effectiveness of your cultural systems.

People Centric will not share the direct results of the interviews and surveys with the management team to encourage employees to openly communicate concerns.

Our Team will issue a PathfinderTM Report and provide a presentation summarizing our findings and recommendations, including how People Centric can partner with you to help you to improve organizational health and achieve better results.

Our Partnership

You are an expert in your business. Your employees are experts on what its like to work in your business. We are experts at building People Centric organizations.

Imagine what we can accomplish together.

Our model of consulting is unique and powerful. Instead of telling you and your team what your organization should do and leaving you to do it, People Centric partners with three stakeholders in your organization: owners / executive team, managers, and employees.

We meet monthly and communicate regularly with the executive team / owners to ensure the organization and our partnership is aligned. We work together to identify strategic and systematic improvements or goals that will bring success to the organization. We then engage managers and employees to implement some of these improvements, while simultaneously identifying and solving challenges that are hindering your company's success.

This approach used in our Partnerships is proven to be successful because of the engagement, focus, and accountability we create with your entire organization. Here is how you can expect to interact with our organization:

HOW IT WORKS

Kickoff (Onsite, Conference Call, Video Call) - We will conduct a call with your executive team to collect information, answer questions, and to set in motion the initial onsite. We will ask for any relevant information you are willing to share which may include financials (P&L's or Chart of Accounts list), organizational charts, an employee directory (names and emails), recent assessments, and any strategic plans.

Initial Onsite (1st Month) - Our team will come onsite to your company to launch our partnership. At this initial onsite, our team will do the following:

- Executive Team Introductions We will meet with your executive team to establish initial goals / metrics for our Partnership.
- Tour (Optional) You will give us a tour of your company and facility.
- Team Culture Workshop We will conduct a workshop with your entire team (or as many as possible) on the importance of culture and how they can help create a high performance culture.
- Departmental Discovery We will meet with people in each department to gather feedback on the strengths and opportunities within the company.
- Observations (Optional) Depending on your needs, we may elect to observe specific meetings, customer interactions, production activities, or anything else that might influence the success of our Partnership.
- Executive Team Debrief We will meet with your executive team to summarize findings and insights from the time with your team and we will adjust the goals / metrics for the Partnership as needed.

Ongoing Partnership (Subsequent Months) - During our ongoing Partnership, we will engage you and your team to implement improvements for your organization. To build a foundation and engage all levels of the organization, our continuous work includes:

- Dashboard Meetings As mentioned above, it is critical to us that we are your partner and helping your
 organization meet its' goals. We will establish and track these goals during a monthly meeting with the
 executive team to hold each other mutually accountable. To implement these goals, your executive team will
 have access to our Toolbox of Services.
- Core Team We will facilitate a cross functional team meeting and gather ideas for what things we should work on. The team will know the areas of opportunities we saw while we were with them, they will know what is important to leadership, and they will have our 5 system framework to help us vet, prioritize, and launch STEP's (see below).
- STEP Team Our STEP teams (Strategic Team Engagement Project teams) will be launched from our Core
 team or from Dashboard meetings and they will have a specific task to accomplish. We will help them
 determine a bite sized scope, gather the right people in the room, and facilitate the discussion to drive results.
 STEP Teams might improve or design a process or implement a system to improve the company to move it
 towards its goals. In addition to completing the scope of the project, we will be teaching the team how to
 effectively problem solve and move things forward.
- People Centric University Our team will provide training and workshops for your teams as needed from our People Centric University. This training can be launched from the Dashboard meetings and is customized to fit your needs. You can find examples of workshop topics available below in the <u>Toolbox of Services</u>

Our Team

With People Centric, you and your organization will be working with a team of experts who have the ability influence and motivate teams, but also install processes as long-term solutions to your needs. The following is your team of experts.

Diana Royalty is the Chief Operating Officer and Engagement Manager at People Centric. She has background and working experience with education, architecture, and now, business consulting. Her role is to manage the Engagement Team and ensure quality and strategic progress is made within our clients' organizations. Her email is DianaRoyalty@PeopleCCG.com.



Matt Griswold is an Engagement Specialist at People Centric. He has a background in customer service and training after having worked at Chase-Manhattan for 14 years. Matt works with clients in multiple industries helping them to become more People Centric and is a gifted keynote speaker and facilitator. His email is MattGriswold@PeopleCCG.com.



Bethany Taff is an Engagement Specialist at People Centric. She has a background in marketing and recruitment and joined our team after working as a college recruiter. Bethany works with multiple clients across different industries to help them to implement People Centric systems and also serves as a facilitator. Her email is BethanyTaff@PeopleCCG.com.



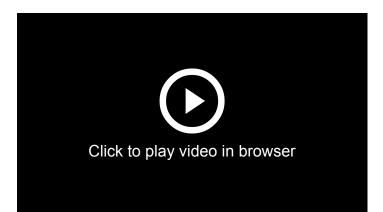
Don Harkey is the Chief Executive Officer / Owner at People Centric. He has a background in engineering and project management having worked with in two Fortune 500 companies for a decade. Don is a popular keynote speaker and works with clients in various capacities across multiple industries. His email is DonHarkey@PeopleCCG.com.



References and Testimonials

People Centric has worked with thousands of people across hundreds of organizations. We have performed work for small organizations with less than 10 employees and large Fortune 500 organizations. We have worked throughout the United States with clients in multiple states including Missouri, Oklahoma, Nebraska, Louisiana, Texas, Minnesota, Illinois, North Carolina, Michigan, Pennsylvania, New Jersey, Connecticut, California, Maine, Colorado, and Alaska. We have worked with for-profits, non-profits, civic organizations, and communities. We have worked in multiple industries including healthcare, media / publishing, manufacturing, professional services, technology, education, restaurant / hospitality, retail, non-profits, and civic municipalities.

Our largest source of new business is referrals from our existing clients who appreciate the impact we have had on their organizations. We are energized by results. Here are just a few organizations who have worked with us and are proud to share their stories. For more stories, case studies, and testimonials, please visit <u>our website</u>.



"I would highly recommend working with People Centric if you know that you have a great product and you have great people, but you're just trying to put the fine touches of how do you turn that into fast success."

Logan Aguirre - President at 417 Magazine

"After a leadership change, one of our departments was in need of some guidance regarding its' internal and operational processes. We began seeing a difference within the first 30 days, and a year later, this department has transformed into a cohesive, smooth-functioning team."

Jeff Hawkins - Vice President of Clinical Services at CoxHealth





"People Centric connects every level, from our direct floor labor to our President/CEO, by providing communications that remove gaps in all areas of Positronic Industries. They have become family to our company and we open our doors wide for them to be our partner."

Mary Ling - Director of Human Resources at Positronic Industries

Toolbox of Services

People Centric is constantly developing and adding to our toolbox of services that are proven to provide a positive impact on your organization. These services include system upgrades or improvements and workshops from our own People Centric University. Some of our common services are listed below (others are available):

SYSTEM IMPROVEMENTS

People Systems

Communication Systems

Management Systems

- Hiring / Hiring Assessments
- Onboarding
- Exit Interviews
- Organizational Design
- Roles and Responsibilities
- Communication Cadence
- Communication Standards
- Effective Meetings
- Breaking Down Silos
- Interdepartmental Problem Solving
- Management Training
- Check In / Employee Evaluations
- HR Manuals
- Individual Development Plans
- Manager's Forum

Process Systems

- New Process Design
- Process Improvement
- Process Tracking
- Standard Operating Procedures
- Training

Strategy Systems

- Strategic Planning
- Financial Planning / Forecasting
- Mission and Vision
- Values
- Great Game of BusinessTM

PEOPLE CENTRIC UNIVERSITY

Management Training / Workshops

- Accountability
- Coaching / Mentoring
- Difficult Conversations
- Giving Feedback
- Developing Talent
- Leadership vs. Management

Team Building Workshops

- 5 Love Languages at Work
- Communication Styles
- Team Dynamics
- Effective Meetings
- Personality Assessments
- Problem Solving

Organizational Insights Workshops

- High Performance Culture
- Diversity
- Customer Service
- Generations at Work
- PathfinderTM Assessment
- Financial Literacy

Individual Development Workshops

- Time Management
- Emotional Intelligence
- Negotiating
- Your Leadership Brand

Individual Support

- Situational Coaching
- 360 Assessment
- Individual Development Plan
- Personal Mission / Planning

Terms & Conditions

INSERT PRICING SNIPPET HERE

People Centric Consulting Group proposes to provide the Pathfinder services with your organization for a fee of \$8000 made payable upon commencement of the project.

Upon completion of the Pathfinder project, People Centric Consulting Group proposes to enter into a People Centric Partnership with your organization for a fee of \$4000 per month payable at the beginning of each month prior to services being rendered. The Partnership can be cancelled any time with a 30-day notice.

Description	Price
Pathfinder - One Time Fee - surveys, interviews, analysis, reporting	\$8,000
Partnership - Monthly Fee - full suite of People Centric services	\$4,000

The client is responsible for any food, venue booking, and expenses related to this project.

Both parties agree, during the terms of this agreement and for twelve months thereafter, neither People Centric Consulting Group nor the client will offer employment to any person who is or was employed by either party during the term of this agreement without written consent and release from the affected party. Should People Centric violate this agreement, the Client will have the right to immediately terminate this contract and People Centric will refund any fees paid where work has not yet been completed. If the Client violates this agreement, the client agrees to pay liquidated damages to People Centric Consulting Group in the amount of \$25,000.

People Centric reserves the right to publicly identify your organization as a client while maintaining confidentiality regarding the specifics of the engagement or your company information.

To maintain our high standards of excellence for all our clients, People Centric will periodically send feedback evaluations for clients to give valuable feedback. We ask that you complete these evaluations to help us continually provide high quality service.

Due to the COVID-19 Pandemic, People Centric will utilize technology for virtual meetings when needed. If People Centric is onsite, we may ask those in meetings with us to wear masks, use hand sanitizer, and socially distance. People Centric will work to protect our team and our clients.

For public or government entities: At this time, People Centric is not aware of any direct competitors in the southwest missouri region for our Partnership Services.

Agreement

The signature below indicates the acceptance of the details, terms, and conditions in this proposal, and provide approval to begin work as specified. Alternatively, your deposit indicates full acceptance of all payment and conditions as outlined in this contract, and also will signify approval to begin.

The signee, acting as a representative for the organization stated within this proposal, acknowledges all information and recommendations are for informational purposes only and does not constitute legal, accounting, or human resources advice. The client agrees to take sole responsibility for how they use the information and recommendations they receive from People Centric Consulting Group and understands they may need to seek additional help from a licensed or certified professional.

