



PA
10/8/21
3:56PM

BOARD OF ALDERMAN
WORK SESSION AGENDA
TUESDAY, OCTOBER 12th, 2021 at 6:30 p.m.

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

ROLL CALL

PLEDGE OF ALLEGIANCE

MOTION TO ADOPT AGENDA

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

1. Yard Waste Fee for Commercial Dumping
2. Kifer Park Conceptual Drawings
3. Amended and Restated Development Agreement with Vineyard Hospitality,
Pinecone Holdings and Thane Kifer.
4. IDA 501-C3
5. Bill No. 2021-48 An Ordinance Authorizing an Agreement with APAC-Central, Inc for
Hartford Avenue overlay.
6. Personnel Policy Updates
7. ARPA Funds:
 - a. Body Cameras proposal from WatchGuard Video for Motorola Solutions
 - b. Rec Center Daycare wall requirements
 - c. Fire Department Chief / Response Truck
8. Local Use Tax- (Online Sales Tax)
9. 2022 Budget Drafts

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

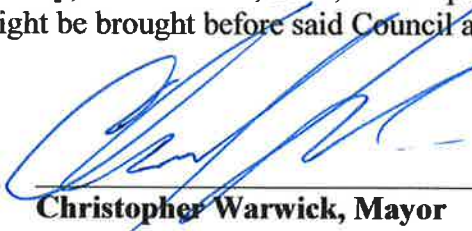
#wherelibertyflows

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, October 12th, 2021, at 6:30 p.m. for the purpose of transacting any lawful business that might be brought before said Council at said meeting.



Christopher Warwick, Mayor

Paula Henderson, City Clerk

Posted:

10/8/2021

3:50PM

Bolivar City Yard Recycling

We called several other local municipalities of similar size to gather information about services they provide for their citizens. Below you will find information tabulating what we found.

Republic –

- Offers yard waste site one Friday/Saturday a month
(First Friday/Saturday of the month – Fri 8-5, Sat 8-1)
- No contractors/businesses
- Burn the waste

Ozark/Christian County –

- Christian County provides the recycling (glass, plastic, paper, etc.) for the area, it is located within city limits of Ozark.
- All yard waste inquiries are sent to a local tree service contractor where the contractor charges a fee for disposal.
- Contractor charges citizens for mulch

Willard –

- Does not provide any kind of yard waste disposal unless it is directly correlated to an event; i.e., Ice storm of 07.

Nixa –

- Offers yard waste/recycling center. Manned by 2 staff personnel
- Must provide proof they live within city limits, provide a statement/bill referencing the address.
- Grass clippings/leaves are contracted with Republic Trash Services.
- No contractors/businesses i.e., tree trimmers, lawn care, builders.
- Open 6 days a week Mon-Sat 7-4:30 (winter) Mon-Sat 7-7 (Summer)

Carthage –

- Have a yard waste/recycling center (paper, cardboard, glass & glass crushing) on big property.
- Have costs associated with disposal
- 6" diameter on tree limb limit.
- Staffed by two full time employees (one provided by grant)

Nevada –

- Have yard waste sites. Sites are at two separate locations and have excellent camera surveillance.
- Burn brush pile.
- Dumping Mon – Fri 8-4. Provide a staff personnel 1st & 3rd Saturday only for loading of compost/mulch.
- No businesses/contractors
- Is discussion of fees being associated with compost/dumping.

From: Ed Kurtz <ed@dgaltdonline.com>
Sent: Wednesday, September 15, 2021 10:40 PM
To: Tracy Slagle <TSlagle@bolivar.mo.us>
Cc: Chris Warwick <mayor@bolivar.mo.us>
Subject: Kifer land donation, park ideas

Tracy, Mayor Warwick;

Thanks for asking us to look at ideas for the land off Buffalo Road donated to the city by Thane Kifer. We have collected information from Thane, surveyors, and other sources to delineate the property and its imagined uses. We have determined the land area at 9.71 acres and have researched various recreational opportunities that may be appropriate for the property. We feel some of the preferred uses of the property may be:

- Parking off Buffalo Road with two entrance/exits
- Walking trails
- Disc golf course per Thane Kifer's original plans (9 holes)
- Exercise circuits
- Future shelters
- Cowboy poet setting (dedicated to Robert Kifer)

Based on your considerations and responses, we can further study these options and create a presentation board that would be appropriate for submission to the council and to the public per your desires. This work would involve three phases of work: Features research, Conceptual design/programming, and Presentation drawings. Our fees would be as follows for this scope:

- Features research, \$1,675.00
- Conceptual design/programming, \$960.00
- Presentation drawings, \$2,200.00
- **Total fees, \$4,835.00**

Should these ideas and fees be acceptable to you, we can write this up in a proposal to be presented to the council for consideration. We await your response.

Thanks for the opportunity to be of service.

Ed Kurtz, President

(417) 327-7465

ed@dgaltdonline.com



**AMENDED AND RESTATED
ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

This Amended and Restated Economic Development Incentive Agreement (hereinafter referred to as the “Agreement”) is made and entered into to be effective on the _____ day of _____, 2021, between **the City of Bolivar, Missouri, a Municipal Corporation** (hereinafter referred to as the “City”), and **Vineyard Hospitality, LLC, Pinecone Holdings, LLC [NEED TO INSERT ADDITIONAL NAMES OF PINECONE ENTITIES]**, and **Thane Kifer, individually** (hereinafter collectively referred to as the “Developer”).

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

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

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

WHEREAS, the City and the Developer entered into an “Economic Development Incentive Agreement” related to the Subject Property on or about the **1st day of May, 2017**; and

WHEREAS, the Developer has developed portions of the Subject Property and plans to bring additional commercial improvements to the Subject Property; and

WHEREAS, the City and the Developer have, through implementing and performing the Economic Development Incentive Agreement dated **05/01/2017**, identified areas where the agreement between the parties may be altered to better serve the public’s interest in escalating the rate at which the Subject Property may be developed with commercial improvements for the benefit of the City’s economic development and for the benefit of the Developer; and

WHEREAS, the City and the Developer have mutually agreed to amend and restate the Economic Development Incentive Agreement dated **05/01/2017**; and

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

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

1. Amendment and Restatement of Prior Agreement: The parties intend by this Agreement to completely amend and restate the Development Incentive Agreement dated 05/01/2017. The terms of this Agreement will completely control the agreement as between the parties hereto, and the terms and conditions of the prior agreement as referenced are hereby replaced with the terms of this Agreement.

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

- a. “Agreement” means this Economic Incentives Development Agreement, together with all exhibits or schedules attached to the Agreement from time to time.
- b. “Commercial Improvements” means any improvements housing a commercial enterprise generating sales tax revenues and located on the Subject Property as shown on Exhibit “A” attached hereto and made part hereof by reference.
- c. “Construction Costs” means construction costs (including materials and labor) directly expended by the Developer for the Public Benefits Improvements, and additionally will include amounts equal to the finance charges (interest and fees), if any, paid by the Developer to service any financing obtained by the Developer to cover the costs of the Public Benefits Improvements.
- d. “Developer” means Vineyard Hospitality, LLC, Pinecone Holdings, LLC [NEED TO INSERT ADDITIONAL ENTITY NAMES] and Thane Kifer, individually, or their successor or assigns.
- e. “Local Sales Tax” means the City’s local portion, allocated to the City’s general fund, that is received on all taxable sales occurred from the Commercial Improvements.
- f. “Public Benefits Improvements” means any physical infrastructure (including but not necessarily limited to streets and roads, water/sewer lines and connections, sidewalks, traffic signs and signals, trails, etc.) or other physical improvements (including by way of example only a public civic center) that are constructed to completion during the term of this Agreement to City required specifications as exist at the time of construction of the same and that are ultimately accepted by the City for the City’s obligation to operate and maintain. Additionally, in the event that the City should transfer its water and/or sewer utilities and associated properties, the term “Public Benefits Improvements” will continue to include water/sewer lines notwithstanding the possibility that such water/sewer lines and connections may not be accepted by the City for maintenance or ownership.
- g. “Sales Tax Revenue” means the available Local Sales Tax, such as that presently in effect, as may be amended, resulting from sales taxes received by the City and collected by the commercial enterprises on sales transacted on the Subject Property (illustrated on Exhibit “A” attached hereto).

2. Term of Agreement: The term of this Agreement will begin on the date that this Agreement has been executed by all parties hereto, and will continue for a term of one (1) year thereafter. This Agreement will automatically renew for successive terms of no longer than one (1) year each, unless either party notifies the other of their intention not to renew at least 180 days prior to the end of the then current term; provided that in any event this Agreement will not be renewed more than twenty-five (25) times from the date of completion of the first commercial improvement within the last available commercially buildable

lot at the Subject Property to receive a commercial improvement (referenced by the accepted final plat within the Subject Property).

3. Developer Obligations:

- a. Construction of Commercial Improvements: Developer has completed the construction of a Best Western Plus commercial building and enterprise at the Subject Property. Developer in good faith represents that anticipated commencement and completion of additional Commercial Improvements are forthcoming .
- b. Construction of Mandatory Public Benefits Improvements: Developer will, in conjunction with and contemporaneously with the construction of the Commercial Improvements (and any other future construction at the Subject Property during the term of this Agreement that will be built by the Developer), construct any Public Benefits Improvements that are required as mandatory pursuant to state, federal or local law or regulation at Developer's cost. Upon payment of such costs, the Developer will itemize and certify the Construction Costs for such improvements and will deliver the same to the City Clerk. Upon filing of the itemized and certified Construction Costs with the City Clerk, and upon the acceptance of the completed Public Benefits Improvements by the City, such costs will be eligible for repayment through Sales Tax Revenues to the extent as provided for in this Agreement. It is understood by the parties that Public Benefits Improvements will be done in phases, and that any single Public Benefits Improvement will be "complete" upon completion of construction and acceptance by the City.

In the event that the Developer constructs a partial portion of a Public Benefit Improvement (i.e. a section of road or a section of sidewalk) within the Subject Property that has not yet been finally platted, and such partial improvement is done with the permission of the City and otherwise within the confines of the City's existing codes and regulations, then the City and the Developer may mutually agree to allow the portion of a Public Benefit Improvement to be "complete" for purposes of local sales tax recapture even though the same has not been absolutely completed within the meaning of the foregoing provisions and Section 3(e) below, and may not yet be ready for acceptance by the City. The decision by the City to allow for local sales tax recapture for partial improvements will be made on a case-by-case basis, and the City may decide to withhold local sales tax recapture for such partial improvements at its sole discretion and with the understanding that no prior decision as to a partial improvement's certification for local sales tax recapture will either be taken as indicative of how the City may decide a future decision or binding on the City for purposes of future decisions.

- c. Construction of Optional Public Benefits Improvements: Developer may, at any time during the term of this Agreement, propose for construction non-mandatory Public Benefits Improvements at the Subject Property for consideration by the City for acceptance. In order for the costs of any non-mandatory Public Benefits Improvements to be eligible for repayment through Sales Tax Revenues, the Developer must notify the City of its plans for such improvements along with the reasonably anticipated and estimated costs for such improvements and the City must affirmatively vote to accept such improvements by ordinance. Thereafter, the Developer may construct the improvements at the at Developer's cost. Upon payment of such costs, the Developer will itemize and certify the Construction Costs for such improvements and will deliver the same to the City Clerk. Upon filing of the itemized and certified Construction Costs with the City Clerk, and upon the acceptance of the completed Public Benefits Improvements by the City, such costs will be eligible for repayment through Sales Tax Revenues to the extent as provided for in this Agreement. It is understood by the parties that Public Benefits Improvements will be done in

phases, and that any single Public Benefits Improvement will be “complete” upon completion of construction and acceptance by the City.

- d. Performance Bond or Letter of Credit for Public Benefits Improvements: As to all Public Benefits Improvements that will be accepted by the City (either because they are required by the City or optional by ordinance), the Developer will post a Performance Bond or provide a Letter of Credit (LOC) (or both) in a total amount approved by the City’s Public Works Director, with performance bonds to be in a form approved by the City Attorney that will be conditioned upon the Developer’s completion of the improvements described therein and within time limits therein imposed.

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

Notwithstanding the foregoing provisions, the City will not require a Performance Bond or LOC for Public Benefits Improvements if and to the extent that: (i) the City is actually holding funds that the Developer would otherwise be then presently entitled to recapture pursuant to the terms of this Agreement; and (ii) the Developer notifies the City of the Developer’s intention that the City use such funds as security for Public Benefits Improvements instead of a Performance Bond or LOC.

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

4. City’s Obligations:

- a. City Fees: The City will waive all City building and construction fees for the Commercial Improvements. “Fees” for purposes of this paragraph will include permit fees, plat review fees, capacity fees, and City inspection fees. The City will also waive connection fees, as applicable, for connection to the City’s water and sewer system for the Commercial Improvements.

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

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

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

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

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

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

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

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

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

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

and if intended for the Developer addressed as follows:

PINECONE HOLDINGS, LLC

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

9. Breach and Early Termination: Unless specified otherwise in this Agreement, a party will be in default of this Agreement if such party breaches any term or condition of this Agreement and such breach remains uncured after thirty (30) calendar days following receipt of written notice from the other party of

such breach (or such additional amount of time as the parties have mutually agreed to in writing), the non-breaching party will have the right to terminate this Agreement immediately by providing written notice to the breaching party.

10. Authorized Employees: Developer acknowledges that Section 285.530 RSMo. prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Developer therefore covenants that it is not knowingly in violation of Subsection 1 of Section 285.530 RSMo., and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens, and that its employees are lawfully eligible to work in the United States.

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

12. Assignment: Developer may at any time assign, transfer or otherwise convey any of its rights or obligations under this Agreement to an Affiliate without the approval of the City so long as the Developer, the Affiliate and the City (which approval will not be unreasonably withheld or denied), first execute an agreement under which the Affiliate agrees to assume and be bound by all covenants and obligations of Developer under this Agreement. Four purposes of this section, "Affiliate" means one or more entities, incorporated or otherwise, under common control with, controlled by or controlling one or more entities within the meaning of "Developer." The Developer may also assign its rights and obligations under this Agreement to a financial institution or other lender for purposes of granting a security interest in the Commercial Improvements or Subject Property, provided that such financial institution or other lender first executes a written agreement with the City governing the rights and obligations of the City, Developer and the financial institution or other lender with respect to such security interest. Otherwise, the Developer may not assign, transfer or otherwise convey any of its rights or obligations under this Agreement to any other person or entity without the prior consent of the City's Board of Aldermen, which consent will not be unreasonably withheld, conditioned or delayed, so long as: (i) the prior approval of the assignee or successor and a finding by the City's Board of Aldermen that the proposed assignee or successor is financially capable of meeting the terms and conditions of this Agreement; and (ii) prior execution by the proposed assignee or successor of a written agreement with the City under which the proposed assignee or successor agrees to assume and be bound by all covenants and obligations of Developer under this Agreement. Any attempted assignment without the City's Board of Aldermen prior consent will constitute a breach and be grounds for termination of this Agreement following receipt of written notice from the City to Developer. Any lawful assignee or successor in interest of Developer of all rights under this Agreement will be deemed "Developer" for all purposes under this Agreement.

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

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

15. Complete Agreement: It is agreed and understood by all parties to this Agreement that this instrument constitutes the entire agreement between the parties, and that the terms and provisions of this

Agreement are contractual and not mere recitals. No additional promises, agreements, and conditions have been entered into other than those expressly set forth in this Agreement. This Agreement may not be modified or amended without the written, signed consent of all parties to this Agreement.

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

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

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

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 Developer, or Developer's Agent

Vineyard Hospitality, LLC

DATE

By, Thane Kifer, authorized Member

Pinecone Holdings, LLC

DATE

By, Thane Kifer, authorized Member

Thane Kifer

DATE

[NEED TO ADD NAMES OF ADDITIONAL ENTITIES]

ORDINANCE COVER SHEET

Bill No. 2021-48

Ordinance No.

**“AN ORDINANCE AUTHORIZING THE CITY OF BOLIVAR, MISSOURI
TO ENTER INTO AN AGREEMENT WITH APAC-CENTRAL, INC.”**

Filed for public inspection on: _____.

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

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

Vote by the Board of Aldermen on:

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

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

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

Board of Aldermen Vote to Override Veto on _____.

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

Bill Effective Date: _____

Bill No. 2021-48

Ordinance No.

**“AN ORDINANCE AUTHORIZING THE CITY OF BOLIVAR, MISSOURI
TO ENTER INTO AN AGREEMENT WITH APAC-CENTRAL, INC.”**

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 APAC - Central, Inc. for the purpose of street overlay project on North Hartford Avenue for an estimated \$139,400.00 within the City; with such agreement terms to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

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

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

Christopher D. Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk

PROPOSAL AND CONTRACT



APAC-CENTRAL, INC.

P.O. BOX 1187
SPRINGFIELD, MO 65801
PHONE: (417) 868-6700
FAX: (417) 868-6785



NATIONAL ASPHALT PAVING ASSOCIATION
DIAMOND PAVING COMMENDATION

SUBMITTED TO: CITY OF BOLIVAR
345 S. MAIN AVE.
BOLIVAR, MO. 65613

DATE: 10/01/2021
JOB: CITY OF BOLIVAR 2021
N.HARTFORD

PHONE:
FAX:

PROPOSAL #: 291269
ADDENDUM #:
ESTIMATOR: DARRIN BEESON
CELL PHONE: (417) 207-0934
EMAIL: darrin.beeson@apac.com

Item	Description	Quantity	Unit	Unit Price	Total
10	2' SURFACE OVERLAY (N. HARTFORD)	1,700.000	TON	\$ 82.00	\$139,400.00
ABOVE PRICING INCLUDES TACK COAT AND 2" SURFCAE ASPHALT OVERLAY.					
Total					\$139,400.00

Thank you for your business!

THE REQUIRED GRADE STAKING FOR THE ABOVE WORK TO BE FURNISHED BY OTHERS.

PROPOSED SCOPE OF WORK AND LIMITS PER ATTACHED PLAN SHEET.

THIS PROPOSAL INCLUDES PRICING THAT IS BASED ON 1 MOBILIZATION. ADDITIONAL MOBILIZATIONS WILL BE CHARGED AT \$3,000.00 EACH.

ITEMS NOT INCLUDED- REMOVALS, SUBGRADE COMPACTION, PERMITS, TESTING, SURVEY, STAKING, BOND, STRIPING, SIGNS, CONCRETE WORK, UTILITY ADJUSTMENTS, TRAFFIC CONTROL, BACKFILL, GRADING, SAWCUTTING, DUST CONTROL & SUPPRESSION, SEEDING, EROSION CONTROL, HERBICIDE, PEDESTRIAN SEGREGATION, PREVAILING WAGES AND ANYTHING NOT SPECIFICALLY STATED ABOVE.

PRICE ESCALATION CLAUSE FOR WORK PERFORMED AFTER THE 2021 PAVING SEASON. THE PRICES IN THIS QUOTE ARE BASED ON CERTAIN UNIT COSTS FOR FUEL, LIQUID ASPHALT, AGGREGATES AND CEMENT CHARGED TO APAC. THE AMOUNT DUE TO APAC SHALL BE EQUITABLY ADJUSTED TO REFLECT ANY INCREASES IN THE UNIT COSTS THAT APAC IS CHARGED FOR THESE MATERIALS. INCREASES IN FUEL, LIQUID ASPHALT, AGGREGATES, AND CEMENT WILL BE CALCULATED ON A MONTHLY BASIS BASED ON THE AVERAGE OF THE AMOUNTS CHARGED TO APAC DURING THAT MONTH. FOR LIQUID ASPHALT, AGGREGATES AND CEMENT, THE NUMBER SHALL BE BASED ON THE ACTUAL QUANTITY OF MATERIAL USED FOR THE WORK THAT MONTH, BUT THE QUANTITY OF FUEL IN GALLONS IS ESTIMATED TO BE 2.6 TIMES THE TONS OF ASPHALT APAC LAID ON THE PROJECT THAT MONTH. ALL PRICING IS SUBJECT TO A FUEL SURCHARGE.

~~BOND IS NOT INCLUDED IN THE ABOVE PRICES. IF BOND IS REQUIRED PLEASE CALL FOR A PRICE.~~
~~OWNER PROTECTIVE INSURANCE IS NOT INCLUDED. IF REQUIRED PLEASE ADD \$3,000.00 TO THE ABOVE PRICES.~~ *Bond included in Price above.*

APAC RESERVES THE UNILATERAL RIGHT TO REFUSE TO CONDUCT ASPHALT PAVING IF THE OUTSIDE TEMPERATURE IS BELOW 50°F OR IF, IN APAC'S SOLE DISCRETION, WEATHER CONDITIONS ARE NOT SUITABLE FOR ASPHALT PAVING. IF OWNER/PRIME CONTRACTOR REQUESTS APAC TO PERFORM ASPHALT PAVING AFTER RECEIVING NOTICE OF AN UNSUITABLE TEMPERATURE AND/OR UNSUITABLE WEATHER CONDITIONS, THEN OWNER/PRIME CONTRACTOR HEREBY AGREES TO RELEASE APAC FROM ANY AND ALL LIABILITY AND/OR COSTS OR DAMAGES CAUSED BY OR RESULTING FROM SUCH ASPHALT PAVING.

APAC WILL NOT BE RESPONSIBLE FOR POTENTIAL ALTERATIONS IN STORM WATER RUNOFF AS A RESULT OF THE ASPHALT PAVING OR OVERLAY UNLESS SPECIFICALLY STATED IN THIS CONTRACT. THE OWNER/ CONTRACTOR IS ADVISED TO SEEK RECOMMENDATIONS FROM A STORM WATER EXPERT PRIOR TO CONSTRUCTION.

CONSTRUCTION OF THE PAVING PROJECT WILL REQUIRE THE USE OF LOADED TRUCKS AND HEAVY EQUIPMENT. APAC DOES NOT ASSUME RESPONSIBILITY FOR ANY STRUCTURAL DAMAGE DONE TO EXISTING CONDITIONS FROM THE WEIGHT OF THE TRUCKS AND EQUIPMENT USED TO CONSTRUCT THE PROJECT.

WE RESERVE THE RIGHT TO NEGOTIATE AND TO AGREE TO THE TERMS AND CONDITIONS OF YOUR SUBCONTRACT.

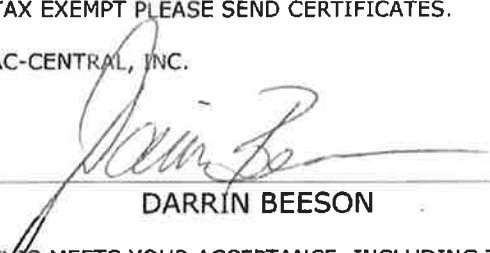
WE HEREBY OFFER TO FURNISH ALL LABOR, MATERIALS AND EQUIPMENT FOR THE PERFORMANCE OF THE ABOVE DESCRIBED WORK. IT IS UNDERSTOOD AND AGREED THAT THE QUANTITIES REFERRED TO ABOVE ARE ESTIMATES ONLY AND THAT PAYMENT SHALL BE MADE AT THE STATED UNIT PRICE FOR ACTUAL QUANTITIES OF WORK PERFORMED BY APAC.

NOTE: THIS PROPOSAL EXPIRES TEN (10) DAYS FROM THE EFFECTIVE DATE OF THIS PROPOSAL.

IF TAX EXEMPT PLEASE SEND CERTIFICATES.

APAC-CENTRAL, INC.

BY:



DARRIN BEESON

DATE:

10/01/2021

IF THIS MEETS YOUR ACCEPTANCE, INCLUDING THE TERMS AND CONDITIONS ON THE NEXT SHEET, SIGN AND RETURN THE ATTACHED COPY OF THIS PROPOSAL. THE PERSON SIGNING FOR YOU REPRESENTS THAT HE OR SHE IS FULLY AUTHORIZED TO ENTER INTO THIS AGREEMENT.

ACCEPTED:

City of Bolivar
(FIRM NAME)

BY:



DATE ACCEPTED:

10/4/2021

TERMS AND CONDITIONS

Payment in full for all work performed during any month shall be made not later than the tenth (10th) day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the state in which the work is done, or one and one half percent (1 1/2%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. You agree to pay in full all cost and expenses incurred by APAC in collecting the amounts owed by you under the Agreement, including any and all court costs and attorneys' fees. Payment received will be applied against open items on unpaid invoices in an order and sequence determined by APAC in its sole discretion. Any monies paid to you for our work shall be held in trust for our benefit.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, you will furnish adequate security upon our request. To the extent you fail to provide adequate security, we may stop work.

This document is the full agreement between us, regardless of any prior proposals or communications. Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of work, and if, in our judgment, such change or other circumstances beyond our reasonable control will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide and pay for Workers' Compensation covering our employees, as well as General Liability and Property Damage Insurance. You agree to carry General Liability and Property Damage Insurance

sufficient to protect yourself against any and all claims and liabilities arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under this contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so preformed and completed as to permit us to perform our work hereunder in a normal uninterrupted single operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control and we may suspend the work for causes beyond our control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in our opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation (together "subsurface conditions"); labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our reasonable control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save us harmless from any and all loss, damage, cost, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Greene County, Missouri, and you waive any right to jurisdiction and venue in any other place.

NOTICE TO OWNER... FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429 RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED ON THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

CITY OF BOLIVAR

Policy No. 114

VEHICLE OPERATION

I. OBJECTIVE

To define qualifications and requirements for operation of City owned motor vehicles.

II. CONTENT

- A. Any employee whose work requires that he/she drive City vehicles must hold a valid Missouri State driver's license and must be motor vehicle insurable in the state.
- B. Employees who operate City vehicles must have less than three (3) moving violations on their record in a rolling three (3) year period of time.
- C. Certain positions or departments within the City may also require specialized licensing as would be necessary to carry out the duties of the position.
- D. Periodic checks of employee drivers licenses through the Division of Motor Vehicles may be performed. Employees who are found to not hold a valid driver's license will not be allowed to operate a City vehicle until such time as he/she has received an updated license. Continued employment will be at the City Administrator's discretion.
- E. Any employee moved to a new position which requires operating a City vehicle will be subject to a Department of Motor Vehicle driving record review. Such position will require that the employee possess a valid Missouri State driver's license with three (3) or less moving violations in a three (3) year "look-back" period of time.
- F. Employees operating City-owned motor vehicles shall observe all traffic laws, rules and regulations and exhibit good judgment at all times.
- G. If an employee at any time exhibits a disregard for safe driving procedures, the Supervisor or City Administrator may deny further authorization to operate a City-owned vehicle. If the position requires operation of a motor vehicle, such denial may result in dismissal.
- H. Employees are encouraged to use City vehicles, whenever possible, instead of their own for City business.
- I. Employees will not be required to provide their own vehicle for conducting City business, however if any employee voluntarily chooses to use their own vehicle while on City business, they should obtain approval from the City Administrator. If

approved, the employee should submit mileage to Accounts Payable and it will be reimbursed at the established rate.

- J. Any employee who voluntarily chooses to operate a privately-owned vehicle for conducting City business must maintain liability insurance in accordance with the State Financial Responsibility Law.
- K. Any employee performing work which requires operation of a City vehicle must notify the Supervisor or the City Administrator if their license is expired, suspended or revoked. If the employee is unable to obtain a valid drivers license, continued employment will be determined by the City Administrator.
- L. City vehicles are for the exclusive use of City employees. Passengers who are not employed by the City of Bolivar should not be in any City vehicle unless authorized by the Mayor, City Administrator, Department Head or Supervisor. This rule does not apply to transportation of prisoners by the Police Department.

Seatbelts must be worn by employees in all City of Bolivar and personal vehicles where seatbelts are available for use while conducting City business.

CITY OF BOLIVAR

Policy No. 126

EMPLOYEE CONDUCT AND DISCIPLINE

I. OBJECTIVE

It is the purpose of this policy to establish guidelines for employee conduct and discipline in order to assist employees in performing at the highest level and to make the best use of the City of Bolivar's human resources. This policy shall apply to all employees.

II. CONTENT

The City of Bolivar expects all employees to work amicably and productively together and to conduct themselves according to rules of ethical and acceptable behavior defined in this policy. The City reserves the right to terminate any employee at any time, with or without cause or for such cause, as the City deems appropriate. Alternatively, an employee may be verbally reprimanded, reprimanded in writing, sent to counseling, suspended with or without pay, demoted or receive a reduction in pay or class (or combination of the above) for any violations of employee conduct.

III. CAUSES FOR DISCIPLINARY ACTION

A violation of any of the following, or a breach of discipline which is clearly harmful to the order of business or impedes the safety of employees or the public, shall be grounds for disciplinary action, up to and including termination. This list should not be considered all-inclusive as it is impractical to list ALL infractions, but will provide a reference of various types of violations.

- A. Disobedience, insubordination, or failure to carry out any order or direction or assigned task given by an employee's direct supervisor and/or the City Administrator.
- B. Falsification of personnel or other records. Making false statements or supplying false information to other employees, supervisors, the public or any City of Bolivar records, including employment applications.
- C. Repeated tardiness, absenteeism, unexcused absences or tardies, no-call-no-shows, failure to report to work following a leave of absence or leaving work early without supervisor approval.
- D. Deliberate damage, destruction, removal or theft of City property (including funds, merchandise, records or equipment) or the property of other employees.

- E. Engaging in discriminatory or harassing behavior in violation of state/federal statutes or City policies.
- F. Committing (or under reasonable suspicion of) any serious criminal act which is clearly harmful to the orderly conduct of business, the safety of employees or equipment or which interferes with the employee's effectiveness in his/her job.
- G. Committing any act that would tend to bring disrepute or disrespect to the City.
- H. Failure to report any unlawful activity affecting the City.
- I. Consuming, possessing, buying, selling or being under the influence of drugs, narcotics or intoxicants while on the job or refusing to submit to drug and alcohol tests as required by policies.
- J. Unauthorized use or possession of firearms, illegal knives or other dangerous weapons on City premises while on duty.
- K. Disclosing confidential or proprietary information or in any way using this information for personal gain or misusing such information to adversely affect the best interests of the City.
- L. Engaging in disrespectful conduct, fighting, coercion, intimidation, horseplay or committing any other acts of violence on City premises or in connection with City business. This includes use of threatening or profane language to fellow employees, supervisors or visitors through email, in person, via cell phones or social media.

III. DISCIPLINARY DECISIONS

Disciplinary and employment determinations of the City Clerk and Department Heads will ultimately be made by the Personnel Committee on recommendation of the City Administrator. For all other employees, the Supervisors will have the authority to make verbal and written disciplinary actions. The City Administrator will, at his/her discretion, have the authority to make additional disciplinary decisions and employment determinations. The City Administrator will consult with Supervisors if deemed necessary in making such decisions. The Police Chief and the City Administrator also have the ability to withdraw a police officers' commission. (reference City Ordinance 105.100)

- A. Employee Notice - A written notice shall be given to each employee stating the reasons for the disciplinary action and the date it is to take effect. The notice is to be given to the employee at time such action is taken and not later than three (3) of the employee's scheduled working days from date of action.
- B. Benefits Upon Termination - The City reserves the right to determine on a case-by-case basis whether vacation and/or other fringe benefits will be paid out when an employee is terminated.

- C. Right of Appeal - All full-time regular employees are granted the right of appeal. Within three (3) of the employee's scheduled working days after the effective date of disciplinary action, the employee must file a written appeal in person to the Human Resources department who will present the file to the City Administrator for review and recommendation. If not satisfied with the City Administrator's findings, the employee has an additional three (3) of the employee's scheduled working days to appeal to the Board of Aldermen by delivering such written appeal in person to the Human Resources department who will file with the City Clerk for Board review.
- D. Investigation - The Board of Aldermen shall hear appeals submitted by any regular employee relative to any suspension, demotion or dismissal and shall submit a written statement of facts, findings and recommendations to the City Clerk to be filed with Human Resources. The decision of the Board of Alderman shall be final and conclusive.
- E. Conduct of Hearings - The hearing may, but is not required, to be closed to the public at the discretion of the Board of Aldermen upon compliance with the Missouri Open Meetings Law. The Board of Aldermen may, in compliance with the Missouri Open Meetings Law, consider its decision in closed session whether the hearing itself is open or closed.
- F. Informal Nature - The hearing shall be conducted in an informal manner and the Board of Aldermen shall make every effort to avoid the appearance of conducting a trial in a court of law.
- G. Scheduling of Appeal - No later than ten (10) working days after receipt of the written appeal for a hearing of the Board of Aldermen, the Board of Aldermen shall fix a time and place for convening of a hearing. Within forty-eight (48) hours after the completion of the hearing the Board of Aldermen shall report its findings and recommendations.
- H. Right to Representation - The appellant shall have the right to appear and be heard in person or by counsel.
- I. Appellant Fails to Appear - Appellant's failure to attend or notify the Board of Aldermen of inability to attend will constitute just cause for dismissal of the appeal.
- J. Due to accreditation standards, the Police Department shall follow an additional grievance process as outlined in the Police Department procedures.

CITY OF BOLIVAR

Policy No. 201

INFORMATION TECHNOLOGY

I. OBJECTIVE

To define policy for staff's use of computer equipment and other company provided electronic equipment.

II. COMPUTER TECHNOLOGY

Many positions with the City require regular use of technology such as a computer, laptop, fax machine, scanners and printers. All employees will be provided the technology needed to perform the duties of their job. This computer equipment and technology is the property of the City and therefore has complete discretion over use of said equipment.

- A. Access to technology such as desktop computers, laptops, copiers, scanners and printers will be granted based on business need and job assignments and are for business use.
- B. All employees who are provided City technology will be assigned a unique user ID and password which provides access to programs and software. These login credentials are privileged and should be kept confidential at all times.
- C. Based on the scope and responsibilities of the position, a City of Bolivar email address may be assigned and should be used to conduct municipal business.
- D. All internal and external email communication should contain a City approved signature disclaimer.
- E. All computer hardware issues are outsourced to an IT support organization approved by the Board of Alderman.
- F. All users are expected to adhere to all federal and state laws and regulations concerning the use of computers and technology.
- G. The City strives to maintain a workplace free of harassment. To ensure compliance with these policies, laws and regulations, computer usage, including email, may be monitored. Employees shall have no expectation of privacy concerning usage of all City owned equipment and email. The Mayor or City Administrator may revoke or approve revocation of email privileges for any employee at his/her sole discretion.
- H. Employees should not open any suspicious emails or attachments. All questionable emails should be reported to the supervisor immediately.

- I. Personal use of technology provided by the City should be limited.

III. CELL PHONES

- A. Certain positions require extended work hours and therefore may require a Cityprovided cell phone which is for business use only.
- B. These cell phones are the property of the City and will be subject to the SunshineLaw and all other applicable regulations.
- C. The City reserves the right to monitor, access or examine the cell phone at any time.
- D. City of Bolivar employees should refrain from cell phone texting while conducting City of Bolivar business, whether in City owned or personal vehicles. Employees should pull into a safe location and stop their vehicles away from traffic before placing or accepting text

CITY OF BOLIVAR
Policy No. _____

**BACKGROUND SCREENING POLICY FOR VOLUNTEERS –
PARKS AND RECREATION DEPARTMENT**

PURPOSE

The primary purpose of this policy is to preserve the safety and well-being of all persons who choose to participate in programs offered by the City of Bolivar Parks & Recreation Department.

This policy shall outline procedures for conducting criminal background checks on specific volunteers, as defined by this policy, who may have unsupervised contact with youth under the age of 18 involved in a program offered by the City of Bolivar Parks & Recreation Department.

BACKGROUND CHECK REQUIREMENT

All individuals who wish to serve as a volunteer and who are at least 17 years of age or older will be subject to a criminal background check. Minors, individuals under the age of 17, who wish to serve as a volunteer will not be subject to a criminal background check.

Within the athletic division of the City of Bolivar Parks & Recreation Department, the following volunteer positions shall be subject to a criminal background check: **Head Coaches**

BACKGROUND SCREENING PROCESS

1. Every individual who is required to complete the background screening process must complete, sign, and date a Volunteer Background Release form provided by the Bolivar Parks & Recreation Department. The release form must be returned to the appropriate employee of the Bolivar Parks & Recreation Department organizing the program.
2. The Bolivar Parks & Recreation Department will establish deadlines for volunteers to submit the Volunteer Background Release form dependent on the program in which the volunteer is wishing to take part.

3. All Volunteer Background Release forms must be submitted to the Bolivar Parks & Recreation Department by the deadline specific to the program at hand. Failure to provide a Volunteer Background Release form by the deadline will automatically disqualify the individual. Falsification of information on any Volunteer Background Release form is grounds for disqualification/revocation/dismissal.
4. Upon receipt of the Volunteer Background Release form, the City of Bolivar Human Resources Department will submit for processing. Requests for backgrounds will be checked against The Sex Offender Registry, State & Local Criminal Records and/or National Criminal Records.
5. Results are available within 2-5 business days. A Hold, when placed on the search, may extend the availability of the report. A failed background will then be communicated to the Bolivar Parks & Recreation Department as soon as results are available. The results will be cross referenced against the "Criteria For Exclusion" list provided.
6. All information pertaining to the background check will remain with the City of Bolivar Human Resource Department. The Parks & Recreation Department will not be informed of the specific results of any background check only of the failed status.
7. The Human Resources Department shall maintain the results of all criminal records checks for a period of five years. This information shall be maintained as confidential and shall not be accessible to the public.
8. In the event of a disqualification to coach, the individual shall not be eligible to volunteer in any role with the City of Bolivar Parks & Recreation Department. The prospective volunteer will be notified immediately of such by telephone or by written notice (certified mail) by the Director of Parks & Recreation, or designee. The prospective volunteer may contact the Department of Human Resources to request information in how to obtain a copy of the background check and a copy of the "Summary of Your Rights under the Fair Credit Reporting Act (FCRA)" and how to dispute the results of the report if he or she so chooses.
9. The prospective volunteer may appeal the disqualification. All appeals must be made in writing and delivered to the Human Resources Department within ten calendar days after being notified of the disqualification. Appeals will be heard by a committee of at least three persons appointed for that purpose by the City Administrator and shall include the Director of Parks & Recreation, Director of Human Resources and the City Attorney. The volunteer making the appeal will be entitled to meet with this committee and present any evidence relevant to his or

her criminal history. The committee will render its decision in writing and that decision will be final to disqualification.

10. It is the responsibility of the volunteer to have the results of the criminal background check report corrected if they believe information was reported in error.

Any person that willfully fails to comply with the background screening process or procedures shall be automatically disqualified. The Bolivar Parks and Recreation Department will not allow an individual to volunteer who refuses to consent to the background screening policy and procedures.

CONFIDENTIALITY

In respect of the individual and their privacy, all personal information is closely protected, not disclosed outside of the City of Bolivar, shared within the City of Bolivar only on a need-to-know basis, and used solely for the purpose of conducting the background check. In special circumstances, the City of Bolivar acknowledges a duty to disclose to third parties, including government agencies, certain types of information when the law requires that the information be disclosed.

The Director of Human Resources, or designee will administer the process of background checks. The Director of Parks & Recreation, or designee, will be responsible to provide the Volunteer Background Release forms to the Volunteer and to submit the received Volunteer Background Release forms to the Director of Human Resources. All information received as a result of the screening will be kept confidential.

CRITERIA FOR EXCLUSION

A person who wishes to volunteer for the Bolivar Parks & Recreation Department may be disqualified and prohibited from doing so if they have been found guilty of any of the following crimes:

For purposes of this policy; Guilty shall mean that a person was found guilty following a trial, entered a guilty plea, entered a no contest plea accompanied by a court finding of guilt (regardless of adjudication), or received court directed programs in lieu of conviction.

SEX OFFENSES

ALL SEX OFFENSES

>Any sex offense regardless of the amount of time since said offense.

Examples include, but are not limited to: child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, indecent exposure, etc.

FELONIES

ALL FELONY VIOLENCE OFFENSES

> All felony violence offenses regardless of the amount of time since said offense.

Examples include, but are not limited to: murder, manslaughter, aggravated assault, kidnapping, robbery, aggravated burglary, etc.

ALL FELONY OFFENSES OTHER THAN VIOLENCE OR SEX

> All felony offenses other than violence or sex within the past ten (10) years.

Examples include, but are not limited to: drug offenses, theft, embezzlement, fraud, child endangerment, etc.

MISDEMEANORS

ALL MISDEMEANOR VIOLENCE OFFENSES

> All misdemeanor violence offenses within the past seven (7) years.

Examples include, but are not limited to: simple assault, battery, domestic violence, hit and run, etc.

MISDEMEANOR DRUG OR ALCOHOL OFFENSES

> Two (2) or more misdemeanor drug or alcohol offenses within the past seven (7) years.

Examples include, but are not limited to: driving under the influence, simple drug possession, drunk and disorderly, public intoxication, possession of drug paraphernalia, etc.

ANY OTHER MISDEMEANORS

> All other misdemeanor offenses within the past five (5) years that would be considered a danger to children or is directly related to the functions of that volunteer.

Examples include, but are not limited to: contributing to the delinquency of a minor, providing alcohol to a minor, etc.

PENDING CASES

It is recommended that anyone who has been charged for any of the disqualifying offenses listed above or for cases pending in court should not be permitted to volunteer until the official adjudication of the case. If the disposition of the pending case does not meet the criteria for the disqualification as listed above, the individual would then be cleared and reinstated.

WHY THESE CRIMES?

The National Recreation & Park Association (NRPA) has reviewed the resources of the National Association of Professional Background Screeners and sought the counsel of recognized background screening experts to develop a set of Recommended Guidelines for Volunteer Background Screening in park and recreation settings. These guidelines were produced as a result of this review.

CITY OF BOLIVAR
Policy No. _____

SOCIAL MEDIA POLICY

I. PURPOSE AND OBJECTIVE

The City of Bolivar ("City"), as a Missouri municipal corporation, has an interest in maintaining effective, efficient, and consistent communications with the public and its employees. While the City's website (www.bolivar.mo.us) is the City's primary Internet presence, the City recognizes that, when used appropriately, social media may be useful in reaching a broader audience in furtherance of the City's goals.

The objective of this Policy is to provide guidance to City employees, volunteers, consultants, and contractors ("Users") on the City's use of social media applications, used to promote the City; its services and programs, and enhance the public's knowledge and use of City services. All employees, volunteers, consultants, contractors, and other authorized non-employees administering or managing social media applications on behalf of the City must adhere to this Administrative Procedure (which shall also be known as the "Guidelines").

II. DEFINITIONS

City Administrator –the official employed by the city of Bolivar's elected Board of Aldermen to direct the administration of a city government.

City Social Media Sites – Includes the official (primary) and all department (secondary) pages, sections or posting locations in social media websites established or maintained by an employee of the City who is authorized to do so as part of the employee's job and that are used to communicate with the public on City business.

Responsible employee – City employees expressly marked by or involving responsibility or accountability by the City Administrator or their Department Director to make changes to social media site. A responsible employee's authority is limited to the policies and procedures of the City.

Social Media – Internet-based technology communication tools with a focus on immediacy, interactivity, user participation, and information sharing. These applications include social networking sites, forums, weblogs (blogs, vlogs, microblogs), online chat sites, and video/photo posting sites or any other such similar output or format. Examples include Facebook, Twitter, Instagram, Snapchat and YouTube.

Social media administrator – City employees expressly designated by the City Administrator or their designee(s), to maintain oversight of a social media site. A social media administrator's authority is limited to the policies and procedures of the City.

III. ESTABLISHMENT

Social media sites approved for official use by the City include the official City's website and associated page content, Facebook, Twitter, and Instagram, with other social media sites to be decided as needed. Effective as of the date of this Social Media Policy's initial adoption, any new departmental (secondary) social media site of the City must be approved by the City Administrator. Without approval from the City Administrator, no other new City social media site is permissible. Requests to establish departmental social media sites must contain an explanation of the business necessity for establishing such a site. Requests are to be submitted to the City Administrator's office who will review and grant approval or deny the request. All approved social media sites must provide a mechanism for designated employees to remove posts or prevent the posting of content that violates this policy.

IV. SOCIAL MEDIA MANAGEMENT

The Social Media Administrators will administer and monitor the City's social media pages. The Social Media Administrator designated by the City Administrator (who may be the City Administrator) will be responsible for the overall social media content and administration of Social Media.

Social Media Administrators will be responsible for the posting of Social Media page content, including monitoring and responding to content/comments where applicable. Social Media Administrators **must should** review the City's social media pages on a daily basis to ensure compliance with this policy. In addition, Social Media Administrators must immediately alert the City Administrator to any potential content posted on the City's social media pages that violates this policy.

The City's social media pages are to be used for informational purposes and must pertain to the permitted content as specified in this policy below.

Responsible Employees authorized to post content to the City's social media pages will only post content reflecting the views of the City.

The City reserves the right to have any content restricted or removed if deemed to be in violation of this policy or any applicable federal, state or local law. Any such removed content must be retained consistent with the Public Records Act, where applicable, and/or the City's document retention policy, including the date, time and identity of the poster, when available.

V. ADDITIONAL GUIDELINES

Generally, the following content will be permitted for placement on the City's Social Media pages by the City of Bolivar:

1. Any official City communications, including City website content.
2. Any public service announcements impacting the City of Bolivar.
3. Community events held within the City of Bolivar (must be open to the public, and compliant with the City's zoning regulations).
4. Announcement of a new Bolivar business opening.

5. Announcement of a Bolivar business employment opportunity.
6. Announcement of a special event for a Bolivar business.

The City's official website at www.bolivar.mo.us will remain the City's primary source and means of internet communication. To the extent possible, a link to the City's official website shall be included on any City social media page. Wherever possible, City social media pages should be linked back to the official City website for forms, documents, online services and other information necessary to conduct business with the City. Information posted by the City on social media pages will supplement and not replace required notices and standard methods of communication.

City social media pages should make clear that they are maintained by the City and state that they follow the City's social media policy. To the extent possible, this policy must be displayed to users or made available by hyperlink.

All photos posted by the City on its social media pages shall be for use in marketing and promotion of the City programs and services. Under no circumstances will the City use photos of individuals who expressly ask that their photos not be made public.

Responsible Employees posting content on behalf of the City on its social media pages must conduct themselves at all times as a representative of the City and in accordance with all City policies. Employees found in violation of this policy may be subject to disciplinary action, up to and including termination of employment.

VI. TERMS OF USE BY PUBLIC OF CITY SOCIAL MEDIA SITES

The City's Terms of Use, as set forth herein, must be displayed on the City's Social Media sites/pages or made available by hyperlink:

"Terms of Use

The purpose of this site is to discuss matters of public interest in and to the City of Bolivar as identified and raised by the City for discussion. We encourage you to submit comments that are on topic, but please address your comments to the specific topic(s) discussed. This is a forum limited to the specific topics identified and raised by the City. Users who submit content to this City site agree they have read, understand and agree to the following terms and conditions by virtue of such use:

1. I am submitting content voluntarily and on my own behalf.
2. The content I post reflects my own original thoughts or work.
3. I understand that the City has the right to re-post or share any content, photos or videos that I submit on this or other City sites.
4. I have read and understand the Policy, including the right of the City to remove, or archive content as described in the City's policy as may be allowed by law.
5. I understand that any content I provide may be considered a "public record" under state law.

6. I understand and agree that unless specifically identified as a resource for receiving requests for information under the state specific information laws, City Social Media sites are not proper vehicles for making requests for public information or public records under state law and any such requests must be made to the appropriate custodian of the records.
7. I understand and agree that my and others' comments are subject to archiving and that my comments and others' comments are subject to removal in whole or in part from this site if my or their comments contain:
 - a. comments not directly on the topic raised for discussion;
 - b. obscene, indecent, or profane language, or pornographic images;
 - c. direct threats;
 - d. content that promotes discrimination on the basis of race, color, creed, sex, sexual orientation, national origin, ethnicity, age, disability, or gender identity;
 - e. links to any site or content posted by automatic software programs (i.e. "bots");
 - f. the promotion or encouragement of illegal activity;
 - g. personally identifiable information or sensitive personal information that if released violates federal or state law;
 - h. the promotion or endorsement of a political campaign or candidate;
 - i. information that compromises the public safety or security of the public or security systems;
 - j. information that directly interferes or compromises ongoing investigations, public safety tactics, or the safety of public safety officers;
 - k. confidential or exempt information in violation of state or federal law; or
 - l. appear to violate the intellectual property right of the City or a third party under federal or state law.
8. I also understand that the views and comments expressed on this site only reflect those of the comment's author, and do not necessarily reflect the official views of the City, its elected and appointed officers and employees or its departments and agencies.
9. Waiver of Liability: Because various laws exist that create liability for various actions, including but without limitation defamation, invasion of privacy, false light, breach of contract, procurement violations, violations of due process among many potential areas of exposure for which the City accepts no responsibility based on the actions of others or for creating this Social Media site, I, for myself, successors and assigns, release and hold harmless and agree to indemnify the City, including its officers and employees, from any and all actions, claims, liabilities and damages of whatever kind and nature arising out of or in connection with my use of the City Social Media site.

By posting or commenting I acknowledge that I understand and accept these terms of use."

CITY OF BOLIVAR
Policy No. _____

VICTIMS ECONOMIC SAFETY AND SECURITY ACT POLICIES

DOMESTIC OR SEXUAL VIOLENCE LEAVE POLICY

I.OBJECTIVE

To provide the The City of Bolivar employees with a general description of their rights under the Missouri Victims Economic Safety and Security Act (for employees who experience domestic or sexual violence).

II.CONTENT

The City of Bolivar will provide Domestic or Sexual Violence Leave as required by the State of Missouri.

- A. General Provisions:** An employee who is a victim of domestic or sexual violence, or if a family or household member is a victim of domestic or sexual violence, whose interests are not adverse to the employee as it relates to the domestic or sexual violence, may take unpaid leave from work to address such violence.
- B. Reasons for Domestic or Sexual Violence Leave:**
- To seek medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence.
 - To obtain services from a victim services organization.
 - To obtain psychological or other counseling.
 - To participate in safety planning, relocation, or take other actions to increase safety or economic security.
 - To seek legal assistance or remedies, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.
- C. Certification Required:** Employee must provide certification to the City of Bolivar within a reasonable period that the employee or the employee's family or household member is a victim of domestic or sexual violence and that the leave is for one of the purposes listed above. Certification includes a sworn statement of the employee and the following:
- (1) Documentation that employee has sought assistance in addressing the violence and effects of such violence shall be from:
 - An employee, agent, or volunteer of a victim services organization
 - An attorney
 - A member of the clergy
 - Medical or other professional
 - (2) Police or court record or
 - (3) Other corroborating evidence.

- D. Amount of Leave:** The employee can take up to two (2) workweeks in a 12 month time period. Leave may be intermittent or on a reduced work schedule. The employee does not have the right to take more leave than is allowed under the federal Family and Medical Leave Act.
- E. Employee Notice of Need for Leave:** The employee shall provide the City of Bolivar with at least 48 hours' advance notice of employee's intention to take leave, unless such notice is not practicable under the circumstances, in which case notice must be provided by employee as soon as possible.
- F. Employee Status and Benefits During Leave:** While an employee is on leave, the City of Bolivar will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.
- The City of Bolivar may recover from the employee the premium that the City paid for maintaining coverage for the employee and the employee's family or household member under such group health plan during any period of leave under this section if the employee fails to return from leave after the period of leave to which the employee is entitled has expired for a reason other than the continuation, recurrence, or onset of domestic violence, sexual violence, abuse, a sexual assault, or human trafficking that entitled the employee to leave under the Domestic Violence Leave Act, or other circumstances beyond the control of the employee.
- G. Use of Paid Time Off Benefits:** An employee who is taking Domestic Violence Leave because of reasons listed in section B above must use accrued paid time off benefits (PTO & Comp Time). This paid leave will run concurrently with Domestic Violence Leave.
- H. Return to Work:** The City of Bolivar may require an employee who claims that the employee is unable to return to work because of a reason as stated in section B to provide, within a reasonable period after making the claim, certification to the employer that the employee is unable to return to work because of that reason by providing the City of Bolivar with:

- A sworn statement of the employee
- Documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee has sought assistance in addressing domestic or sexual violence and the effects of such violence
- A police or court record; or
- Other corroborating evidence

Generally, an employee who takes Domestic Violence Leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms.

Confidentiality: Documentation requesting Domestic Violence Leave and documentation regarding claims of the employee's inability to return to work shall be retained in the strictest confidence by the City of Bolivar, except to the extent that disclosure is requested or consented to in writing by the employee, or otherwise required by applicable federal or state law.

DOMESTIC OR SEXUAL VIOLENCE ACCOMODATION POLICY

I.OBJECTIVE

To provide the The City of Bolivar employees with a general description of their rights under the Missouri Victims Economic Safety and Security Act (for employees who experience domestic or sexual violence).

II.CONTENT

The City of Bolivar will provide reasonable safety accommodations to those employees experiencing domestic or sexual violence as required by the State of Missouri.

- A. General Provisions:** Upon request of an employee experiencing domestic or sexual violence, the City of Bolivar is required to make reasonable safety accommodations for such employee, unless such accommodations would result in undue hardship for the City of Bolivar. Such accommodations will be made as soon as practical taking into considerations the known limitations resulting from the domestic or sexual violence experiences of an employee or an employee's family or household member (to include spouses, parents, children and other blood relatives and relatives through a present or prior marriage).
- B. Certification of Purpose for Request of Accommodation:** The City of Bolivar may ask an employee requesting accommodation under this policy to provide a written statement signed by the employee or someone acting on the employee's behalf certifying that the requested accommodation is for purposes authorized under Missouri's Victims Economic Safety and Security Act.
- C. Reasonable Accommodations:** For purposes of the Missouri Victims Economic Safety and Security Act, the following are examples of actions of "reasonable safety accommodations" that may be taken under this policy:
 - i. Adjustment to a job structure, workplace facility or work requirement;
 - ii. Transfer or reassignment;
 - iii. Modified work schedule;
 - iv. Leave from work;
 - v. Changed telephone number or seating assignment;

- vi. Installation of a lock or implementation of a safety procedure; or
- vii. Assistance in documenting domestic violence that occurs at the workplace or in work-related settings, in response to actual or threatened domestic violence.

RETALIATION PROHIBITED

The Missouri Victims Economic Safety and Security Act prohibits the City of Bolivar from retaliating against employees for exercising their rights under this policy.



Quote For:

**Bolivar Police Department
Attn: Roger Barron**

Reference:

(15) 4RE, (15) V300 VaaS CCE

Quote By:

**WatchGuard Video
Cristian Rodriguez**

Date: 09-13-21

WatchGuard Video

415 E. Exchange
Allen, TX 75002
(P) 800-605-6734 (F) 212-383-9661

**Prepared For:**

Bolivar Police Department - Attention: Roger Barron
(15) 4RE, (15) V300 VaaS CCE

QUOTATION - WCR-0312-04**DATE: 09-13-21**

Deliverables / Materials / Services	Qty	Sell Price	Amount
Body-worn camera and evidence management software - 5 Year Video-as-a-Service Package @ \$49 per Month	15	\$2,940.00	\$44,100.00
AAS-BWC-5YR-001 (PaaS)			
Video-as-a-Service includes CommandCentral Evidence, the cloud-based evidence management system with unlimited device storage and unlimited cloud sharing.			
User licenses on a per-device basis.			
50 GB of non-device storage included per device, averaged across all devices in the program			
CommandCentral Evidence, Records, Redaction, Sharing, Community Engagement capabilities and capture application included.			
Body-worn camera (battery + choice of mount included)			
Third year technology (Hardware) refresh.			
5-year agreement (billed Quarterly or Annually)			
Advanced hardware replacement service & 24/7 support			
No-Fault hardware warranty			
In-car video and evidence management software - 5 Year Video-as-a-Service Package @ \$149 per Month	15	\$8,400.00	\$126,000.00
AAS-ICV-5YR-001 (PaaS)			
Video-as-a-Service includes the CommandCentral Evidence cloud-based evidence management system			
Unlimited users, Unlimited storage & Unlimited cloud sharing			
CarDetector Mobile LPR w/ Vigilant LEARN (PlateSearch)			
In-Car Video System (Choice of forward camera)			
Includes 200GB DVR, Control panel & Infrared cabin camera			
HiFi wireless microphone kit, MiKroTik WiFi Kit & Smart Power Switch			
5-year agreement (billed Quarterly or Annually)			

WiFi Dock Video-as-a-Service Package @ \$5.00 per Month	15	\$0.00	\$0.00
AAS-BWC-WIF-DOC (PaaS) WiFi Dock - Connects Body-worn camera to In-car Video			
Transfer Station (8 Bay) Video-as-a-Service Package @ \$30 per Month	1	\$1,800.00	\$1,800.00
AAS-BWC-XFS-DOC (PaaS) 8-Bay Ethernet Transfer Station Ethernet Cable, Rack mount (optional) & Power Cord			
Transfer Station (8 Bay) Video-as-a-Service Package	1	\$0.00	\$0.00
AAS-BWC-XFS-DOC			
MikroTik Configured Wireless Access Point, 802.11n, 5GHz, SXT, AP (Sector)	2	\$225.00	\$450.00
IV-ACK-WF-CS-AP MikroTik Configured Wireless Access Point, 802.11n, 5GHz, SXT, AP			
Mikrotik Controller, Router, Powerbox Pro, 5Gb 4 Port, CAPsMAN w/ PoE	1	\$135.00	\$135.00
WGP01566-600			
Upload Server - Video-as-a-Service Package @ \$100 per Month	1	\$6,000.00	\$6,000.00
AAS-UPL-SVR-001 (PaaS) Upload Server Fast video offload, 8 TB of storage, 5 Year Warranty			
Managed Software Installation Service; On-Site Assist Install, Training, Configuration, Project Management, Consultation	1	\$3,500.00	\$3,500.00
WGW00122-400			
Shipping/Handling	1	\$0.00	\$0.00
Freight			

Total Price	\$181,985.00
Deferred	\$177,900.00
Direct Purchase Items	\$4,085.00
Due Now	\$4,085.00
Annual Invoice	\$35,580.00

**Purchase as a Service (PaaS)
Financial Profile**

Total Price:	\$177,900.00
Contract Term:	5 Years
Monthly Payments:	\$2,965.00
Annual Invoice:	\$35,580.00

Notes:

1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
2. Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
3. Motorola's Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.
4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.
5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).
6. *Note* - This quote does not include Vehicle and Access Point installation.
7. *Note* - The On-Site Installation is only for installing the software, it doesn't include hardware installation.

Quoted by:

Cristian Rodriguez - Inside Sales Representative - 469-525-8781 - cristian.rodriguez@motorolasolutions.com

Motorola Solutions, Inc.
Cristian Rodriguez
Date _____

Re: WCR-0312-04

Agency: Bolivar Police Department

Total Cost: \$181,985.00

Contract Reference: (15) 4RE, (15) V300 VaaS CCE

Please be advised that the Bolivar Police Department will purchase the goods and/or services offered in your Quote WCR-0312-04. This constitutes a purchase pursuant to the terms of the specified contract below, including any applicable addenda.

Specified Contract: Master Customer Agreement and attached addenda, signed concurrently herewith.

Agency affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, and acknowledges that pursuant to _____, the funds for this purchase has been authorized. Customer agrees to appropriate funding in accordance with the contract.

Invoices shall be according to the milestone schedule included in the quote and services agreement, should reference 'WCR-0312-04' and be sent to:

Bolivar Police Department

Attn: _____

The equipment will be shipped to the customer at the following address, and the ultimate destination where the equipment will be delivered to the customer is:

Bolivar Police Department

Attn: _____

Sincerely,

Signature: _____

Name: _____

Title: _____

Email: _____

Online Terms Acknowledgement

This Online Terms Acknowledgement (this “**Acknowledgement**”) is entered into between Watchguard, Inc., with offices at 415 E. Exchange Pkwy, Allen, TX 75002 (“**Watchguard**”) and the entity set forth in the signature block below (“**Customer**”). Watchguard and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

1. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the Master Customer Agreement (“**MCA**”) and applicable Addenda available at www.motorolasolutions.com/product-terms, including, without limitation, the Mobile Video Addendum, govern each Ordering Document (as defined in the MSA) between the Parties, including all statements of work, schedules, order forms, and other ordering documents, and further agree that the terms of the MCA and Addenda are incorporated therein and form part of the Parties’ Agreement (as defined in the MCA). For purposes herein, the respective rights and obligations assigned to Motorola Solutions, Inc. within the online terms shall apply to Watchguard, and the respective rights and obligations assigned to ‘Customer’ within the online terms shall apply to Customer signing below. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth in this Acknowledgement and to the terms of the MCA and Addenda posted at www.motorolasolutions.com/product-terms, and the signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement, the MCA and the Addenda.

2. Entire Agreement. This Acknowledgement supplements the terms of the MCA and applicable Addenda and forms a part of the Parties’ Agreement. This Acknowledgement, the MCA and applicable Addenda available at www.motorolasolutions.com/product-terms, and any all Ordering Documents between the Parties constitutes the entire agreement of the Parties regarding the subject matter hereof, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

3. Disputes; Governing Law. Sections 12 – Disputes of the MCA is hereby incorporated into this Acknowledgement *mutatis mutandis*.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Watchguard: Watchguard, Inc.

Customer: Bolivar Police Department

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Email: _____

Email: _____

Rec Center Glass Wall Bids

NOTE: Glass wall location is where the temporary wall is located just north of the front desk. The glass wall will mirror the glass wall between the foyer area by the kitchen and the aquatics pool.

Springfield Glass	Polk County Glass	Builders Glass (Springfield)
Materials and Labor	Materials and Labor	Materials and Labor
\$ 7,460	\$ 9,100	\$ 10,000

Bid Sheets are attached.

Thank you

Springfield Glass Company
2503 N. Oak Grove
Springfield, Mo 65803
Phone 417-883-6555 Fax 417-883-4775

Bid Sheet

To: Todd Schrader

From: Ronnie Dodd

Date: 9/20/21

Job Name: Bolivar Parks & Recreation Center

Springfield Glass proposes the following --

- Furnish and install new interior aluminum storefront frame and glass. Includes new pair of aluminum doors with standard closers and push/pull hardware. No lock on doors. Frame to match overall design concept of adjacent exterior frame. Aluminum finish to be clear anodized. Glass to be 1/4" clear tempered.

Total Bid Amount.....\$7,460

Price is good for 30 days from above date.

Phone: 417.777.7128
Fax: 417.327.4527

318 E. Jackson
Bolivar, MO 65613

Polk County Glass, LLC Job Estimate

<u>To</u> CITY OF BOLIVAR	<u>Phone</u> TODD 417-399-6743	<u>Date</u> September 15, 2021
<u>Address</u> 1710 W BROADWAY	<u>Email</u> TSCHRADER@BOLIVAR.MO.US	
<u>City, State, Zip</u> BOLIVAR, MO 65613	<u>Job Location</u> AQUATIC CENTER	

Job Description

BUILD A DIVIDING WALL 16' X 10' WITH 1 6070 MEDIUM STYLE DOOR WITH
CONCEALED PANIC DEVICES, CONTINUOUS HINGES, STANDARD PULL WITH
¼" GLASS.

DIVIDE REMAINING WALL SECTION TO MIRROR OTHER SIDE AS CLOSE AS
POSSIBLE USING ¼" SAFETY GLASS.

\$9,100.00

This Estimate Is For Completing The Job As Described Above. It Is Based On Our Evaluation And Does Not Include Material Price Increases Or Additional Labor And Materials, Which May Be Required Should Unforeseen Problems Or Adverse Weather Conditions Arise After The Work Has Started.

Terms: All accounts due upon receipt unless previously arranged. 1-½% charge per month over 30 days, 20% restocking charge on all returned items.

Lien Information: Failure of the customer to pay those persons supplying material or service to complete this contract can result in the filing of a mechanic's lien on the property which is the subject of this contract pursuant to Chapter 429, RSMo. To avoid this result you may ask this contractor for "Lien Waivers" from all persons supplying material or services for the work described in this contract. Failure to secure lien waivers may result in your paying for labor and material twice.

Estimated Cost: \$ 9,100.00 Customer Signature: _____

Estimated By: Porter Wheeler Date: September 15, 2021

Proposal

BUILDERS GLASS AND PRODUCTS
2611 W. GRAND ST.
SPRINGFIELD, MO 65802
PHONE: 417-862-5555 FAX: 417-865-7844

SUBMITTED TO: Bolivar Parks and Recreation
JOB LOCATION: 1710 West Broadway
JOB NAME: Bolivar Parks and Recreation
ARCHITECT: N/A

ATTENTION: Todd Schrader
TODAY'S DATE: 9/17/2021
DATE OF PLANS: Per Visit

SCOPE OF WORK:

FURNISH AND INSTALL

ALUMINUM STOREFRONTS, ENTRANCE, GLASS AND GLAZING. ALL MATERIAL WILL MATCH EXISTING, CLEAR ANODIZED FRAMING WITH 1/4" CLEAR TEMPERED GLASS.

MATERIAL \$5,500.00

LABOR \$4,500.00

TOTAL \$10,000.00

EXCLUSIONS:
FINAL CLEANING OF ALUMINUM AND GLASS

THANK YOU FOR THE OPPORTUNITY, MARK

12-WEEK PLUS LEAD TIME ON MATERIAL

Dollars \$ See Above

Payment to be made as follows:

Authorized Signature: _____

Mark W. Gabel

Price guaranteed for: 30-Days

Acceptance of Proposal- We solicit your early acceptance of this proposal in which we promise to give the work our most careful attention.

Date of acceptance: _____

Signature: _____

PROPOSITION U

LOCAL USE TAX

Know The Facts!



Helps Your Community • Generates Local Revenue
NOT A Double Tax!

What is a local Use Tax?

A Use Tax is a tax on the purchase of goods by Missouri residents from out-of-state vendors. Products exempt from the sales tax would be exempt from the Use Tax.

I already pay sales tax. Is this the same thing?

No. The sales tax applies to purchases made at local retailers within Missouri, while the Use Tax applies to purchases made from out-of-state vendors. Purchases cannot fall into both groups and cannot be taxed twice.

How can a Use Tax benefit my community?

As internet purchases increase, local revenues decrease. Funds generated from the Use Tax can be used to pay for vital municipal services including: public safety, additional sidewalks and parks, and emergency equipment.

What is the rate of the Use Tax?

The local Use Tax rate is the same rate as the local sales tax rate. If the local Sales Tax is reduced or raised by voter approval, the local Use Tax shall also be reduced or raised by the same action.



Election Day
Date Here

The purpose of the proposal is to assess the same tax rate on out-of-state purchases as local purchases.

- If you already pay local sales tax on a purchase, you will NOT pay a Use Tax on the same purchase.
- The local Use Tax rate is the same amount as the sales tax rate.
- A local Use Tax ensures out-of-state purchases are taxed at the same rate as purchases from your local business.
- A local Use Tax produces local funds for community services.
- Funds generated will help pay for public safety, roads, sidewalks, parks, and emergency vehicles/equipment.

