



7-8-2022  
5:05 PM PH

BOARD OF ALDERMAN  
WORK SESSION AGENDA  
TUESDAY, JULY 12th, 2022 at 6:30 p.m.

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

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**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOTION TO ADOPT AGENDA**

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

1. Ditch behind Sho-Me Muffler
2. Bidding of Clay Discussion
3. Bill No. 2022-46: An Ordinance Approving an Interfund and Interagency Loan Policy for the City of Bolivar, Missouri
4. Bill No. 2022-47: An Ordinance Approving an Interfund Loan within the City of Bolivar, Missouri for the Purchase of Fire Department Apparatus
5. Windstream IP Office Phone Contract Extension

**Executive Session:**

**RSMo 610.021 (1)** Legal actions, cause or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys...,

**RSMo 610.021(2)** Leasing, Purchase or Sale of Real Estate by a public governmental body where Public knowledge of the transaction might adversely affect the legal consideration therefor...,

**RSMo 610.021(3)** Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded...,

**RSMo 610.021(13)** Individually Identifiable Personnel Records, performance ratings or records pertaining to employees or applicants for employment...,

\*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 at 6:30 p.m. of the Bolivar Board of Aldermen on Tuesday, July 12th, 2022 for the purpose of transacting any lawful business that might be brought before said Council at said meeting.



*Paula Henderson*  
Paula Henderson, City Clerk

Posted: *PH*

*7-8-2022*  
*5:05 PM*

*Christopher Warwick*  
Christopher Warwick, Mayor

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**From:** Jerry Hamby <[JHamby@bolivar.mo.us](mailto:JHamby@bolivar.mo.us)>  
**Sent:** Thursday, July 7, 2022 3:54 PM  
**To:** Tracy Slagle <[TSlagle@bolivar.mo.us](mailto:TSlagle@bolivar.mo.us)>  
**Subject:** FW: Bolivar - City Owned Tract at S. Killingsworth & W. Aldrich Road

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

**From:** John Forrester <[John.Forrester@amce.com](mailto:John.Forrester@amce.com)>  
**Date:** 7/6/22 5:24 PM (GMT-06:00)  
**To:** Jerry Hamby <[JHamby@bolivar.mo.us](mailto:JHamby@bolivar.mo.us)>  
**Subject:** Bolivar - City Owned Tract at S. Killingsworth & W. Aldrich Road

Jerry,

In looking at the sight on Polk County, MO GIS Map, we estimated the amount of land that could support removal of 3-feet of overburden across the project available area. Our estimate is based on the following calculations:

Total Area of City Owned Property: 8.10 Acres

Reduction in area due to existing ditches: 1.94 Acres

Available Land for Soil Removal: 6.16 Acres

Estimated square footage: 6.16 Acres X 43,560 sf/ac = 268,330 square feet

Estimated Volume at 3' of depth: 268,330 square feet X 3 feet = 804,990 cubic feet

Estimated Cubic Yards:  $\frac{804,990 \text{ cubic feet}}{27 \text{ cubic feet/cubic yard}} = 29,814 \text{ cubic yards}$

At an Estimated weight of the Clay at 110 lbs/cf

Estimated Tons:  $\frac{804,990 \text{ cf} \times 110 \text{ lbs/cf}}{2,000 \text{ lbs/ton}} = 44,274 \text{ tons}$

Please note that the value of the soil is not very high when the purchaser would incur the costs of stock piling the topsoil and then excavation, loading and transporting of the 3' of material.

Let me know if you have any questions.

Thanks,

Allgeier, Martin and Associates, Inc.

John K. Forrester, P.E.

**ORDINANCE COVER SHEET**

**Bill No. 2022-46**

**Ordinance No. \_\_\_\_\_**

**“AN ORDINANCE APPROVING AN INTERFUND AND INTERAGENCY LOAN  
POLICY FOR THE CITY OF BOLIVAR, MISSOURI.”**

**Filed for public inspection on \_\_\_\_\_.**

**First reading \_\_\_\_\_ In Full; \_\_\_\_\_ By Title on \_\_\_\_\_.**

**Second reading \_\_\_\_\_ In Full; \_\_\_\_\_ By Title on \_\_\_\_\_.**

**Vote by the Board of Aldermen on \_\_\_\_\_ :**

\_\_\_\_\_ Aye; \_\_\_\_\_ Nay; \_\_\_\_\_ Abstain

\_\_\_\_\_ 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. 2022-46

Ordinance No. \_\_\_\_\_

**“AN ORDINANCE APPROVING AN INTERFUND AND INTERAGENCY LOAN  
POLICY FOR THE CITY OF BOLIVAR, MISSOURI.”**

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

**Section I:** The City hereby adopts an Interfund and Interagency Loan Policy of the City of Bolivar, Missouri; with such policy to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

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

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

**ATTEST:**

\_\_\_\_\_  
**Paula Henderson, City Clerk**

**CERTIFICATION**

I, Paula Henderson, do hereby certify that I am the duly appointed and acting City Clerk for the City of Bolivar, Missouri; that the foregoing Ordinance No. \_\_\_\_\_ was adopted by the Board or Aldermen and thereafter approved by the Mayor and became effective on \_\_\_\_\_, 2022; and that said Ordinance remains in full force and effect, having never been altered, amended nor repealed.

\_\_\_\_\_  
**Paula Henderson, City Clerk**

## **CITY OF BOLIVAR, MISSOURI**

### **INTERFUND AND INTERAGENCY LOAN POLICY**

**POLICY NUMBER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

#### **PURPOSE**

The purpose of this policy is to improve the accountability of cash being borrowed between funds intended for meeting the financial needs for the City and all of its affiliated agencies under circumstances where funds are needed to bridge a short-term financing gap, or to stabilize and balance spending in budgeting for large projects that could impact providing services to the community at a savings in lieu of lease purchase financing of a higher interest rate by saving tax payer dollars.

#### **POLICY**

Generally Accepted Accounting Principles permit loans or advances between the funds that are used within a fund accounting framework. Interfund borrowings are common practice in fund accounting. The interfund and interagency borrowing addressed within this council policy is for loans or advances greater than one year. In order to properly account for interfund or interagency loans or advances, the following criteria must be met:

- The loan shall be accounted for as a temporary borrowing between funds and shall not be available for appropriation or be considered revenue to the borrowing fund.
- The loan or advance is a borrowing that will cross one or more fiscal years, not to exceed five (5) years.
- As for capital projects or equipment purchases, amounts for these transactions will be limited not to exceed \$750,000.00.
- An asset purchase must have been listed on SMART GOALS or Capital Improvement Proposal list and have been requested prior to being presented to the Board of Aldermen for consideration.
- Physical assets must provide a future use or be an infrastructure improvement.
- Purchases must be part of the City of Bolivar's Long-Term Master or Comprehensive Plan.
- These transactions will not be used for payroll, or regularly occurring bills (such as utility payments, copy machine leases, insurance, etc.).
- Transactions will not be entered into if there are statutory spending restrictions in place for the same.

- No loans or advances will be made that will either violate any law, or cause the City and/or affiliated agencies to breach any restrictive covenant, contractual provision or grant term.
- Exemptions to this policy will only occur upon a declared emergency for the City of Bolivar by the Mayor or Board of Aldermen.

## PROCEDURE

1. An analysis will be done of the financial condition of each fund involved in the interfund or interagency loan prior to approval, including a review of revenues, expenditures, assets, liabilities, and potential sources of revenue. The analysis will be used to determine the funds' ability to pay obligations such as ongoing operations, principal and interest payments, and agreements or contracts with third parties. To the extent possible, only funds with an ability to still meet all expenditure and debt obligations should be included in an interfund or interagency loan.
2. A clear and reasonable timeframe for the financial analysis will be conducted prior to approval of an interfund loan. Financial planning and monitoring of repayment for each interfund or interagency loan will be specified. A financial plan will include a repayment schedule, targeted payment amounts based on a percentage of surplus revenues at the end of each fiscal year, and identification of potential revenue sources. Internal controls for monitoring repayment of interfund and interagency loans will be developed, approved, and formally documented.
3. If the determination had been made to establish an interfund or interagency loan or advance, the City Administrator upon accepting the financial analyses will request the City Attorney to prepare the loan documents in the form of a Promissory Note. The document will contain the following information:
  - the purpose for which the loan or advance is being made;
  - the identification of both the lending and borrowing fund, or funds;
  - the dollar amount of the loan or advances;
  - the maturity date on which all principal together with all accrued and unpaid interest will be due and payable;
  - the applicable interest rate;
  - the financial plan for repayment;
  - the borrowing fund's right to make full prepayment at any time without penalty.
4. The promissory note will be submitted to the Board of Aldermen for approval.

**ORDINANCE COVER SHEET**

**Bill No. 2022-47**

**Ordinance No. \_\_\_\_\_**

**“AN ORDINANCE AUTHORIZING AN INTERFUND LOAN WITHIN THE  
CITY OF BOLIVAR, MISSOURI FOR THE PURCHASE OF FIRE  
DEPARTMENT APPARATUS.”**

**Filed for public inspection on \_\_\_\_\_.**

**First reading \_\_\_\_\_ In Full; \_\_\_\_\_ By Title on \_\_\_\_\_.**

**Second reading \_\_\_\_\_ In Full; \_\_\_\_\_ By Title on \_\_\_\_\_.**

**Vote by the Board of Aldermen on \_\_\_\_\_:**

**\_\_\_\_\_ Aye; \_\_\_\_\_ Nay; \_\_\_\_\_ Abstain**

**\_\_\_\_\_ Approved by the Mayor on \_\_\_\_\_.**

**\_\_\_\_\_ Vetoed by the Mayor on \_\_\_\_\_.**

**Board of Aldermen Vote to Override Veto on \_\_\_\_\_.**

**\_\_\_\_\_ Aye; \_\_\_\_\_ Nay; \_\_\_\_\_ Abstain**

**Bill Effective Date: \_\_\_\_\_.**



**“AN ORDINANCE AUTHORIZING AN INTERFUND LOAN WITHIN THE  
CITY OF BOLIVAR, MISSOURI FOR THE PURCHASE OF FIRE  
DEPARTMENT APPARATUS.”**

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 interfund loan from Fund 18 to be repaid by Fund 16 for the purchase of Fire Department Apparatus, with such repayment terms to be in the form of the Promissory Note 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 execute the Promissory Note (Exhibit “A” attached hereto) to evidence the interfund loan above for and on behalf of the City.

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

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

**ATTEST:**

\_\_\_\_\_  
**Paula Henderson, City Clerk**

**CERTIFICATION**

I, Paula Henderson, do hereby certify that I am the duly appointed and acting City Clerk for the City of Bolivar, Missouri; that the foregoing Ordinance No. \_\_\_\_\_ was adopted by the Board or Aldermen and thereafter approved by the Mayor and became effective on \_\_\_\_\_, 2022; and that said Ordinance remains in full force and effect, having never been altered, amended nor repealed.

\_\_\_\_\_  
**Paula Henderson, City Clerk**

## **PROMISSORY NOTE**

AMOUNT: \$250,057.00

DATE: \_\_\_\_\_

FOR VALUE RECEIVED, the City of Bolivar, Missouri, from Fund 16, promises to pay to the order of the City of Bolivar, Missouri, to Fund 18, the sum of Two-Hundred-Fifty-Thousand Fifty-Seven and no/100s Dollars (\$250,057.00), with interest from August 1, 2022 at the rate of Two and One-Quarter Percent (2.5%) per annum, both principal and interest payable as follows: Sixty (60) monthly payments in the amount of \$4,410.34 each, with the first such payment to be due and payable on August 1, 2022, and with each subsequent payment to be due and payable on the first day of each subsequent month until paid in full, with the maturity date on which all principal together with all accrued and unpaid interest being August 1, 2027. Principal and interest shall be payable at the following address: c/o City Clerk's Office, 345 S. Main Avenue, Bolivar, Missouri, or at such other address as the holders hereof may, from time to time designate in writing.

Maker shall have a fifteen (15) day grace period within which to make all payments which are due hereunder before the same shall be delinquent; and shall pay a penalty of 5% of the amount of any payment which becomes delinquent.

The principal sum of this note and any unpaid interest shall bear interest, after the same becomes due and payable, at the rate of interest referenced in the opening paragraph, per annum until paid, and it is expressly understood that if default be made in the payment of any installment, then at the option of the legal holder hereof, the said principal sum, with the interest due and accrued thereon, shall become at once due and payable, without notice, and may be collected immediately; anything herein contained to the contrary notwithstanding.

The purpose of this Promissory Note is for the purchase by the City of Bolivar's Fire Department of a "mini pumper" apparatus as deemed necessary and appropriate by the Board of Aldermen of the City of Bolivar, Missouri.

The City of Bolivar's Fund 16 will repay this Promissory Note with future income to be budgeted for the same and allocated to said Fund from the collection of tax revenue by the City of Bolivar, Missouri.

It is understood and agreed that any amount at any time may be paid on account of the principal of this note, in addition to required payments on any installment payment date.

Protest, notice of nonpayment, and demand is hereby waived by each of the makers and endorsers of this note.

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

ATTEST

\_\_\_\_\_  
Paula Henderson, City Clerk

## RENEWAL ADDENDUM

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**Offer: 209991349-214596052-OS12X48-2204-220609**

THIS ADDENDUM ("**Addendum**") is entered into between the Windstream entity that appears on your bill ("**WIN**") and **CITY OF BOLIVAR** ("**Customer**") and amends the Service Terms and Conditions (collectively along with this Addendum, the "**Agreement**") entered between WIN and Customer. Undefined capitalized terms used herein shall have the meanings ascribed in the Service Terms and Conditions.

The Agreement shall be deemed amended as follows:

1. **Renewal Term; Pricing.** The Customer has one or more portions of Service(s) scheduled to become out of term or are currently out of term, and due to this state, WIN has or may be scheduled to remove any discounts and reoccurring credits in place and move the Customer to a month-to-month term with an increase above tariffed base rates. In exchange for a new forty-eight (48) months renewal ("**Renewal Term**"), WIN agrees to leave the pricing for the Services as it was during the April, 2022 billing cycle. Historic billing can be viewed online via the Customer Portal. For the avoidance of doubt, WIN's agreement to leave pricing as it was during the billing cycle does not constitute a rate lock for the Renewal Term or subsequent renewal or automatic renewal terms, as applicable. WIN reserves the right to increase rates in accordance with Section 2 of the Service Terms and Conditions.
2. **Bill Credit.** In consideration of this Renewal Term, WIN will give the Customer one (1) credit(s) of \$16,076.52 to be applied to Customer's first (1st) month bill(s) after implementation of this Renewal Agreement and this renewal will fully resolve any billing disputes related to any and all Services provided pursuant to the Agreement. The credit amount will be applied to the billing account(s) with the largest share of the overall revenue as of the Effective Date of this Renewal Addendum.
3. **Impacted Accounts.** This Renewal Term applies to all the billing account number(s) listed below. All accounts will be updated to a coterminous contract end date, regardless of current individual contract end dates. Please note that service descriptions on the Customer bill(s) will change.  
Account Number(s): 214596052
4. **Early Termination Liability.** If Customer terminates the Agreement after commencement of the Renewal Term for any reason other than for cause, Customer shall incur liability for early termination as set forth in the Agreement, as well as the full amount of any applicable credit(s), should they apply.
5. **Applicable Terms and Conditions.** The Service Terms and Conditions, which can be accessed at: <https://www.windstreamenterprise.com/legal/service-terms-and-conditions/> shall apply and govern the provision of Services during the term of this Agreement and any subsequent service term, including how these terms may change in the future. To the extent there is a conflict between these incorporated terms and the terms of this Addendum, the terms of this Addendum shall control.
6. **Miscellaneous.** Any changes to the Agreement necessary to conform the Agreement to this Addendum are hereby deemed to be made with the understanding that should the Customer have any disconnect, conversion or account change(s) in process, WIN reserves the right to negate this Agreement or if it was generated in error or based on faulty data. This Addendum supersedes and replaces all prior and contemporaneous agreements, terms and conditions, discussions and understandings, whether written or oral, concerning the subject matter hereof, with the understanding, this Addendum does not modify any terms and conditions that exist in the original Agreement in respect to rate adjustments. Handwritten modifications to this Addendum are not binding on either WIN or Customer. This Addendum is not effective until executed by an authorized representative of each party.

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IN WITNESS WHEREOF, WIN and Customer have executed this Addendum by their duly authorized representatives, on the day and year indicated below.

Customer Authorized Signature	Print Name/Title	Date
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Windstream Acceptance	Print Name/Title	Date
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