



9/12/2022
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BOARD OF ALDERMAN
WORK SESSION AGENDA
WEDNESDAY, SEPTEMBER 14th, 2022 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:**

- *Letter of Support for Kinetic Grant application for broadband expansion
- *Letter of Support for Intersection Study at State Highway 32 and D
- *Todd Schrader, Park and Recreation Update

1. Shall Bill No. 2022-67/Ordinance No. 3772 pass, the objections of the Mayor thereto notwithstanding?
2. Bill No. 2022-70: An Ordinance Amending prior Ordinance No. 3758 to correct Scrivener's Error as to Gross Receipts Tax imposed upon Electric corporations conducting Business within the City
3. Bill No. 2022-71: An Ordinance Authorizing a contract with the Bolivar R-1 School District for Placement of School Resource Police Officer for 2022-2023 School Year
4. Review: 2022 Capital Budget Items- Revised list
5. Golf Equipment Bid Opening 9.6.2022
6. Ladders L-7 to L-6
7. Bill No. 2022-72: An Ordinance authorizing an Agreement Addendum with Great River Associates, Inc for Work Order for East Loop Grant Application for Governor's Transportation Cost-Share Program.
8. Surplus Item: Replaced Fire Department Breathing Air Compressor
9. Record Retention Destruction list, items eligible to be shredded
10. Speed Bump/Speed Table Requests

Executive Session: 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.

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

#wherelibertyflows

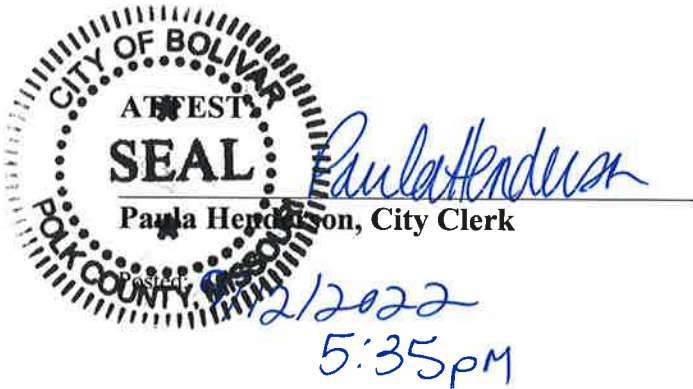
If you have a need for special accommodations,
Please contact the City Clerk's office 24 hours prior to the meeting.



**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 Special Session Meeting at 6:30 p.m. of the Bolivar Board of Aldermen on Wednesday, September 14th, 2022 for the purpose of transacting any lawful business that might be brought before said Council at said meeting.

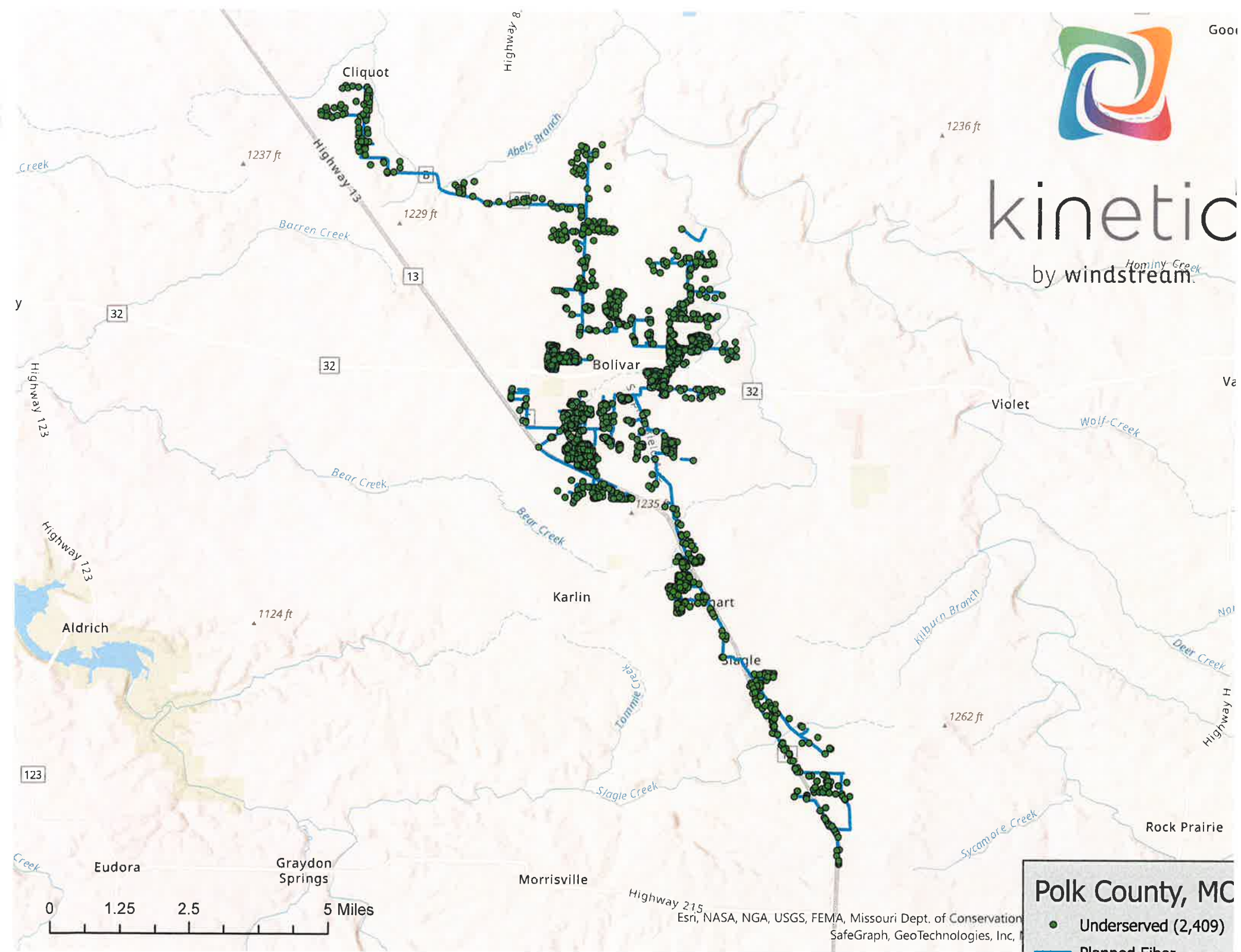
Electronically Approved 9/12/2022
Christopher Warwick, Mayor





Google

kinetic
by windstream.



Polk County, MO

- Underserved (2,409)
- Planned Fiber

Esri, NASA, NGA, USGS, FEMA, Missouri Dept. of Conservation, SafeGraph, GeoTechnologies, Inc.,



Bolivar R-I School District & City of Bolivar



September 1, 2022

To: Beth Schaller, Area Engineer Southwest District
Missouri Department of Transportation (MODOT)

From: Bolivar R-I School District, Board of Education
City of Bolivar, City Council

Re: **Safety Concern-State Highway 32 and D (37°36'54.0" N 93°23'42.9" W)**

Cc: Senator Sandy Crawford
Representative Mike Stephens

On behalf of the students, parents, and patrons of the Bolivar R-I and City of Bolivar we provide the following information for your review and consideration:

The intersection of Highway 32 and D (37°36'54.0" N 93°23'42.9" W) has been and continues to be an increased dangerous intersection. On the first day of school, August 23, a senior student was struck broadside and her vehicle flipped while navigating this intersection. As our community grows, so does the traffic and opportunities for students and community members to be impacted by tragedy.

Our letter respectfully requests a review or revisit of this intersection and the possible solutions that could be implemented to increase safety for all drivers. We acknowledge that MODOT has a tremendous responsibility in maintaining over 34,000 miles of roadway, however, we believe this local intersection warrants a renewed review and conversation.

We appreciate your consideration of our concerns and request for further study or immediate action. We believe that by partnering with MODOT, the City, School District, and Polk County taxpayers will be better served.

Respectfully Submitted:

Dr. Richard L. Asbill, Superintendent
Bolivar R-1 School District

Tracy Slagle, City Administrator
City of Bolivar

Mission: Working together to prepare every student for success.

Vision: A learning community ensuring all students are purpose-driven, life-ready graduates.

MAYORAL VETO OF BILL AND OBJECTIONS THERETO

WHEREAS, on August 23rd, 2022, the Board of Aldermen considered and passed Bill No. 2022-67 / Ordinance No. 3772, titled "AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FOR CERTAIN PROPERTY GENERALLY LOCATED NORTH OF THE 4300 BLOCK OF HIGHWAY 13 IN THE CITY OF BOLIVAR" (hereinafter referred to as "the Bill"); and

WHEREAS, the Bill proposed to change the zoning classification for a particular tract of land zoned "C-2 – General Commercial District" to "MDH – Manufactured Home Development District;" and

WHEREAS, the Mayor of the City of Bolivar, Missouri, pursuant to City Code Section 110.080 and Section 79.140 RSMo., has determined that a Mayoral veto and objections to the Bill are warranted; and

WHEREAS, the Mayor of the City of Bolivar, Missouri desires to return the Bill to the Board of Aldermen, unsigned and with the following objections thereto:

NOW, THEREFORE, CHRISTOPHER WARWICK, THE MAYOR OF THE CITY OF BOLIVAR, MISSOURI, DOES HEREBY OBJECT TO THE BILL AS FOLLOWS:

1. The proposed rezone of the property identified in the Bill sits right along the heavily trafficked corridor along Highway 13 with a quick entrance and exit to Highway 13 for which a commercial district seems more in line with the current and future needs of the City of Bolivar. The City of Bolivar relies solely on sales tax revenue and eliminating this particular commercial zone could negatively impact future commercial revenues as development spreads along Highway 13. A better fit for the proposed usage (and to address the community's need for housing) would likely be more West of Highway 13.
2. Given the scope of the area of the requested zoning change (i.e. a change that would potentially add 80 or more residents directly along Highway 13), there is a concern of increased traffic accidents and congestion leading to the first North exit and overpass along Highway 13.
3. Based upon the foregoing, the office of Mayor objects to the Bill on the grounds that the requested amendment of the zoning regulations to change the proposed area from C-2 to MDH under these circumstances is not consistent with the intent and purposes of the City's zoning. More specifically, the office of Mayor is cognizant of the fact that the City's Comprehensive Plan may see this designated area eventually contain some sort of residential use, at least in part; however, the sweeping zoning change as requested in the Bill before the Board of Aldermen at this time is not in the best interest of the City and is not consistent with the City's interest to see commercial activity flourish directly along Highway 13 in the proposed area.

The Mayor hereby Orders that the Bill be returned to the Board of Aldermen, along with the foregoing objections, for the following question to be presented to and answered by the Board of Aldermen:

"Shall Bill No. 2022-67 / Ordinance No. 3772 pass, the objections of the Mayor thereto notwithstanding?"

The Mayor hereby Orders that the above question be taken up and answered by the Board of Aldermen at the next regularly scheduled Board of Aldermen meeting on September 14th, 2022.

The vote on this question shall be taken by "ayes" and "nays" and the names entered upon the Board's minutes, and if two-thirds (2/3) of all the members-elect of the Board of Aldermen shall vote in the affirmative, the City Clerk shall certify the fact on the roll, and the Bill thus certified shall be deposited with the proper officer and shall become an ordinance in the same manner and with like effect as if it had received the approval of the Mayor.

IT IS SO ORDERED.

Dated this 6th day of September, 2022.



Mayor



City Clerk



ORDINANCE COVER SHEET

Bill No. 2022-67

Ordinance No. 3772

**“AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FOR
CERTAIN PROPERTY GENERALLY LOCATED NORTH OF THE 4300
BLOCK OF HIGHWAY 13 IN THE CITY OF BOLIVAR.”**

Filed for public inspection on August 19th, 2022.

First reading _____ In Full; X By Title on August 23rd, 2022.

Second reading _____ In Full; X By Title on August 23rd, 2022.

Vote by the Board of Aldermen on August 23rd, 2022:

5 Aye; 3 Nay; _____ Absent; _____ Abstain

_____ Approved by the Mayor on August 23rd, 2022.

X Vetoed by the Mayor on September 6th, 2022.

Board of Aldermen Vote to Override Veto on _____.

_____ Aye; _____ Nay; _____ Abstain

Bill Effective Date: _____.

“AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FOR CERTAIN PROPERTY GENERALLY LOCATED NORTH OF THE 4300 BLOCK OF HIGHWAY 13 IN THE CITY OF BOLIVAR.”

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

WHEREAS, a public hearing was held on the application for the changing of zoning classification with the Planning and Zoning Commission of the City of Bolivar on August 18, 2022 regarding the real estate identified herein below; and

WHEREAS, the Planning and Zoning Commission for the City of Bolivar, Missouri voted to deny the requested zoning change; and

WHEREAS, the Planning and Zoning Commission for the City of Bolivar, Missouri hereby reports to the Board of Alderman, following hearing as set forth above, as follows:

- (i) that the amendment of the zoning regulations as set forth herein is currently not consistent with the intent and purposes of the City’s zoning regulations, policies, and comprehensive plan; and
- (ii) that the real estate in question would be compatible with most uses that would be permitted on the property if it were reclassified; and
- (iii) that adequate sewer and water facilities and public services are available or otherwise could be provided to serve the residential use at the real estate in question; and
- (iv) that the proposed amendments would not correct any error in the application of the City’s zoning regulations; and
- (v) that the proposed amendments are not recommended by the Planning and Zoning Commission.

Section I: Notwithstanding the recommendation of the Planning and Zoning Commission of the City of Bolivar on August 18, 2022 to deny the zoning change application, after petition being filed by the record owners and duly held public hearing, the zoning classification for the following described property is hereby changed from C-2, General Commercial District, to MDH, Manufactured Home Development District.

The real estate generally located North of the 4300 block along Highway 13.
The precise legal description of the real estate is described as follows:

A tract of land located in the East Half of Section 4, Township 33 North, Range 23 West, City of Bolivar, Polk County, Missouri, being more particularly described as follows:

Commencing at the Northwest Corner of the Southeast Quarter of Section 4, Township 33 North, Range 23 West; thence South 88°06'28" East, a distance of 569.47 feet along the North line of the Southeast Quarter of Section 4, Township 33 North, Range 23 West, 569.47 feet to the point of beginning; thence North 02°45'11" West, a distance of 332.82 feet; thence North 07°16'46" West, a distance of 441.53 feet; thence North 60°25'35" East, a distance of 260.80 feet to a point on the West right-of-way Highway 13; thence Southeasterly along said west right-of-way, South 30°13'10" East, a distance of 188.50 feet to an existing highway right-of-way marker; thence continuing along said west right-of-way North 60°25'22" East, a distance of 14.61 feet; thence South 29°34'38" East, a distance of 909.66 feet to a point on the West right-of-way of Highway 13; thence leaving said right-of-way, South 57°45'54" West, a distance of 291.10 feet; thence Southwesterly 387.17 feet along a 846.45 foot radius curve to the right having a chord bearing and distance of South 70°49'19" West, 383.81 feet; thence South 83°55'32" West, a distance of 41.35 feet; thence North 24°32'43" West, a distance of 43.98 feet; thence Northwesterly 172.30 feet along a 500.00 foot radius curve to the right having a chord bearing and distance of North 12°37'31" West, 171.45 feet; thence North 02°45'11" West, a distance of 126.14 feet to the point of beginning. Containing 560,317 square feet or 12.9 acres.

The current owner of the real estate is: Rentals, LLC.

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

ORDINANCE COVER SHEET

Bill No. 2022-70

Ordinance No. _____

**“AN ORDINANCE OF THE CITY OF BOLIVAR, MISSOURI, AMENDING
PRIOR ORDINANCE NO. 3758 TO CORRECT SCRIVENER’S ERROR AS TO
RATE OF GROSS RECEIPTS TAX IMPOSED UPON ELECTRIC
CORPORATIONS CONDUCTING BUSINESS WITHIN THE CITY.”**

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 OF THE CITY OF BOLIVAR, MISSOURI, AMENDING
PRIOR ORDINANCE NO. 3758 TO CORRECT SCRIVENER’S ERROR AS TO
RATE OF GROSS RECEIPTS TAX IMPOSED UPON ELECTRIC
CORPORATIONS CONDUCTING BUSINESS WITHIN THE CITY.”**

WHEREAS, on or about July 26, 2022, the Board of Aldermen passed Bill No. 2022-53, Ordinance No. 3758 for the purpose of reaffirming the rate of gross receipts taxes imposed on electric corporations conducting business within the City; and

WHEREAS, Section I of the said Ordinance No. 3758 contained a scrivener’s error stating that the rate of said gross receipts taxes was at three percent (3%); and

WHEREAS, the actual rate of the said gross receipts tax should be 1.961%; and

WHEREAS, the Board of Aldermen desires to amend said Ordinance No. 3758 to state the correct rate of the gross receipts tax at 1.961%.

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

Section I: Bill No. 2022-53, Ordinance No. 3758 is hereby amended by amending Section I thereof to replace any reference to three percent (3%) to: 1.961%.

Section II: All parts of Ordinance No. 3758 not specifically amended herein shall otherwise remain in full force and effect.

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

ORDINANCE COVER SHEET

Bill No. 2022-71

Ordinance No. _____

**“AN ORDINANCE AUTHORIZING A CONTRACT WITH THE BOLIVAR R-I
SCHOOL DISTRICT FOR PLACEMENT OF SCHOOL RESOURCE POLICE
OFFICER FOR 2022-2023 SCHOOL YEAR.”**

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. 2022-71

Ordinance No. _____

**“AN ORDINANCE AUTHORIZING A CONTRACT WITH THE BOLIVAR R-I
SCHOOL DISTRICT FOR PLACEMENT OF SCHOOL RESOURCE POLICE
OFFICER FOR 2022-2023 SCHOOL YEAR.”**

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

Section I: The City is hereby authorized to enter into an agreement with the Bolivar R-I School District, for the placement of school resource police officer for the 2022-2023 school year; with such contract and terms to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

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

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

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk

City of Bolivar

An Agreement Between the Bolivar Police Department and the Bolivar R-I School District for the 2022-2023 School Year

Purpose

This agreement will establish the procedures and operating conditions between the Bolivar Police Department (BPD) and the Bolivar School District, (BSD) for the provision of BPD Officers to work in BSD schools. In addition, this agreement will be used to endorse and preserve the collaboration that already exists between the two entities and reinforce our positive relationship.

General

This agreement by and between the City of Bolivar and Bolivar R-1 School District is entered into this day in 2022.

1. This agreement will be in effect for the 2022-2023 school year. The "school year" will be defined to include the summer school sessions of the Bolivar School District for the summer of 2022, the fall semester of 2022, and the spring semester of 2023.
2. Subject to either party's right to terminate this agreement as set forth below, this agreement will automatically renew for one year upon the beginning of the summer school session in each calendar year unless and until terminated by either party as set forth below.
3. Either party, upon sixty days prior written notice, may terminate this agreement without cause.
4. Notwithstanding the foregoing provisions, both parties will review this agreement during the summer months each year to ensure it is up-to-date and remains in the best interest of both. Both parties may offer ideas for changes and updates to this agreement, during this annual review period, as long as the other party agrees to those changes.
5. The City of Bolivar shall have the status of an Independent Contractor for purposes of this agreement. The police officer(s) assigned to Bolivar School District's schools remain the employees of the City of Bolivar and shall be subject to its control and supervision while working in the school system and during after-school events. However, this will not interfere with working hand in hand with each other to provide a safe environment for school officials, students, or parents.
6. This agreement applies to only the schools lying within the jurisdictional boundaries of the City of Bolivar.
7. Each entity is responsible for the supervision and actions of their own officers.
8. The City of Bolivar agrees, to the extent allowed by law, to indemnify and hold District harmless from and against any and all claims, causes of actions, suits, proceedings, liabilities, damages, losses, costs, and expenses (including attorney and experts' fees) asserted by any person or persons related to or resulting from injuries or damages suffered based on any negligent act or omission by City while performing services pursuant to this Agreement, but only to the extent of the injuries or damages caused by said act or omission.

9. Notwithstanding any provision in this Agreement to the contrary, the City of Bolivar, including the Bolivar Police Department ("City") and the Bolivar R-1 School District ("District") agrees that the City, as a public municipality in the State of Missouri and the District, as a political subdivision of the State of Missouri, are entitled to protection for certain causes of action by Sovereign Immunity pursuant to Section 537.600 et seq. Revised States of Missouri ("Sovereign Immunity"), and their employees are protected by governmental immunity, official immunity and Coverdale Act immunity ("Personal Immunities"), and nothing in this Agreement shall constitute a limitation, restriction, nullification, or waiver of the right of the City, the District, or their employees from asserting complete immunity from liability pursuant to Sovereign Immunity or the Personal Immunities. Furthermore, City and District shall not be required by this Agreement to purchase and carry insurance of any type which constitutes a limitation, restriction, nullification, or waiver of Sovereign Immunity or the Personal Immunities, and any insurance which is provided by City or District pursuant to this Agreement, or otherwise, shall not constitute a limitation, restriction, nullification or waiver of Sovereign Immunity or the Personal Immunities.

Responsibilities

Bolivar R-1 School District:

1. The administration of the District, will ensure that instruction is provided to the officer so that the officer has the necessary knowledge to perform police duties in that school. At a minimum, the instruction will include introductions to key personnel, the layout of the premises, security systems and procedures, problem areas related to the officer's duties, reporting and record- keeping requirements, other requested duties specific to that school, and issuance of necessary school-purchased equipment, keys, or documents.
2. The administration of the District, will ensure the officer has a suitable office to conduct interviews, write reports, or secure equipment. At a minimum, the office will be equipped with an adequate desk, chairs, files, telephone, electrical outlets, and lighting, and will have a door that can be closed and locked so the officer can conduct interviews, telephone calls, or meetings in private or secure equipment. The office should be equipped with a BSD computer with Internet access for the officer's use.

Bolivar Police Department:

1. The Bolivar Police Department or the Bolivar School District Officer will respond to both emergency and non-emergency calls for service within the School District located within the jurisdictional boundaries of the City of Bolivar. The Bolivar Police Department or the Bolivar School District Officer will write all police reports normally associated with these types of calls.
2. The Bolivar Police Department will provide standard officer uniforms, police department equipment, and a police department vehicle to the BPD Officer assigned to work in BSD Schools.
3. The Chief of Police will allow Bolivar School District Officers to transmit on BPD police frequencies so they can communicate with our Department, whenever necessary.

Bolivar School District Officers will use radio numbers assigned to them when transmitting on Police Department frequency. The Chief of Police retains the right to revoke this authorization from individuals who abuse this privilege.

4. The Chief of Police will assign one BPD Officer to work as School Resource Officer in two specific schools for the Bolivar School District. The BPD Officer will be assigned to work at the Bolivar Middle School (BMS) and the Bolivar Primary School (BPS) during the school year. The officer will provide services including, but not limited to: dealing with criminal matters and writing police reports, providing classroom instruction and mentoring services, and can be used as a resource for BSD students, faculty, and parents as availability permits. The officer will work with school officials to help them provide a safe school environment and perform other lawful services as requested by them.
5. The BPD Officer will conduct criminal investigations as necessary.
6. Unless there is a safety or security concern, the BPD Officer will not administer school discipline or enforce school rule/policy violations that are not criminal in nature.
7. The BPD Officer will not be tasked with supervising students.
8. Any BSD or Parent request for student transportation should be handled by the BSD Officer. If the BSD Officer is unavailable, the BPD Officer may transport the student at the BPD Officer's discretion.
9. Runaway Students; When a juvenile student leaves a BSD school or attempts to leave a BSD school (including the location of a school field trip), without permission, the student shall be treated as a runaway juvenile and the BPD Officer or BSD Officer will be notified. The BPD Officer may detain the student to prevent them from running away or for any other lawful reason. As with any lawful detention, if the student resists, the BPD Officer may use the minimum amount of force necessary, in accordance with Bolivar Police Department Guidelines, to control the student.
10. While the BPD Officer will be assigned to Bolivar Middle School (BMS) and Bolivar Primary School (BPS), the BPD Officer may go to any BSD campus located within the jurisdictional boundaries of the City of Bolivar. The BPD Officer may also provide assistance to and receive assistance from the BSD Officer at any BSD campus located within the jurisdictional boundaries of the City of Bolivar.
11. The Bolivar Police Officer assigned to BSD will be trained in Drug Abuse Resistance Education (DARE) and will be responsible for teaching DARE to students in the fifth grade. The BPD Officer will coordinate with the Bolivar Intermediate School (BIS) head principal to determine the best time of year to teach the DARE program.
12. While teaching DARE or acting in any other guest speaker capacity, a BSD staff member will remain with the BPD Officer.
13. The BPD Officer will be involved in the Emergency Response Planning for the Bolivar School District.
14. If the school district creates a threat assessment team, the BPD Officer will be a member.
15. The BPD Officer may work at school functions outside the regular school day. The BPD Officer will be considered on duty and claim time, as usual, through the Bolivar Police Department.
16. The Bolivar Police Officer assigned to BSD will attend and successfully complete a Basic SRO training course within one (1) calendar year of the assignment.

17. The Bolivar Police Officer assigned to BSD schools will remain an employee of the City of Bolivar and will operate under the current Standard Operating Guidelines of the Bolivar Police Department.
18. The Bolivar School District Officer will remain an employee of the Bolivar School District and will operate under their own procedures.
19. Unusual public safety emergencies and/or situations may create the need for temporary assignment changes. The Bolivar Police Department reserves the right to change staffing assignments. Such decisions, if time allows, will be made with input from the Bolivar School District personnel and every effort will be made to minimize interruptions to the School District. By way of example only, the ongoing COVID-19 pandemic may, depending upon future circumstances, present situations in which the officer stationed with the Bolivar School District is temporarily called back to work for City matters.

Absences

1. Bolivar Police Officers are required by the State of Missouri and the Police Department to receive minimum amounts of training throughout the year to remain certified as a commissioned officer. In addition, other training is needed to keep these officer's skills to a point they remain effective.
2. The BPD Officer assigned as BSD School Resource Officer will be responsible for notifying the principal or assistant principal of the affected schools when they must leave or be absent from the school grounds to attend training, court proceedings, or other Departmental functions.
3. Planned absences of more than four hours should be coordinated with the BSD Officer in an attempt to ensure the affected schools have coverage. If the BSD Officer will also be absent, BSD schools should contact BPD directly, or use 911 for emergency situations, when an officer is needed.
4. Absences of less than four hours need not be covered.
5. Unplanned absences, including but not limited to illness, death, family problems, or injury are beyond the control of the Bolivar Police Department. Unexpected absences may not be covered.

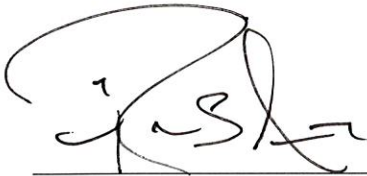
Financial Agreement

Refer to the financial addendum for the 2022-2023 school year.

IN WITNESS WHEREOF, we have hereunto set our hands and seal the day and year first above written.

City of Bolivar

Date



Bolivar R-I School District

For Bolivar R-I
BOE

08/17/2022

Date

**ADDENDUM TO AGREEMENT FOR SCHOOL RESOURCE
OFFICER FOR 2022-2023 SCHOOL YEAR - FINANCIAL
AGREEMENT TERMS**

This Addendum constitutes the Financial Agreement terms and conditions between the City of Bolivar, Missouri / City of Bolivar Police Department (hereinafter referred to as the "City") and the Bolivar R-1 School District (hereinafter referred to as the School District) for the provision of a Bolivar Police Department Officer (hereinafter referred to as the "Resource Officer") to work in the Bolivar School District during the 2022-2023 school year.

WHEREAS, the City and the School District have entered into an agreement for the provision of the Resource Officer to be present in the School District schools during the 2022-2023 school year (the "Agreement"); and

WHEREAS, the Agreement calls for a separate Financial Agreement to set forth the financial terms and conditions between the parties for the provision of the Resource Officer; and

WHEREAS, the parties wish to set forth the financial terms and condition as provide for below.

**THE CITY AND THE SCHOOL DISTRICT, IN CONSIDERATION OF THE MUTUAL
PROMISES CONTAINED HEREIN, MUTUALLY AGREE TO THE FOLLOWING TERMS
AND CONDITIONS**

1. Term. This Financial Agreement will be effective as of the effective date of the separate Agreement for the provision of the Resource Officer for the 2022-2023 school year and will continue in effect for the duration as necessary to give effect to the said Agreement.
2. Contribution to Salary and Benefits of Officer. Each party will contribute fifty percent (50%) of the salary and benefits paid by the City to the Resource Officer during the school year (defined as the summer semester of 2022, the fall semester of 2022, and the spring semester of 2023). The City will retroactively bill the School District for the School District's share of the salary and benefits of the Resource Officer on or about August 1, 2022, and the School District will reimburse the City for the School District's share of costs by no later than June 1, 2023.
3. Estimate of Salary and Benefits for School Year. The parties acknowledge that the City establishes salaries on a calendar year basis and that the estimate provided herein for the costs of the Resource Officer is the City's best estimate of the amount that it will pay by way of salary and benefits for an officer with the rank and tenure of the Resource Officer. The School District understands that it will be responsible for its proportional share of the actual costs of the Resource Officer. The City estimates that the total costs for the Resource Officer during the effective date of the Agreement will be: \$27,279.50.

CAP IMP TAX FUND Deferred Maintenance/Deferred Requests			2022
Capital Improvement Tax remaining 2022 Budget			\$ 400,000.00
Estimated Capital Imp Tax available			
Item	Department	Expense	
City Hall exterior maintenance	ADMIN		budgeted
City Hall interior	ADMIN		
Community Development plotter/printer	ADMIN		budgeted
fleet maintenance	ADMIN		budgeted
computer maintenance	ADMIN		budgeted
Court Computer maintenance	COURT		budgeted
fleet maintenance	FIRE		\$ 65,000.00
computer maintenance	FIRE		budgeted
Computer hardware	FIRE		
radio	FIRE		
Compressor for SCBA gear	FIRE		ARPA
Extrication tools	FIRE		ARPA
Therma Imagers	FIRE		
AED	FIRE		
Chief vehicle	FIRE		budgeted
Gear	FIRE		budgeted
Firehouse Furniture/Matteresses	FIRE		
Kitchen updates	FIRE		
Repair to doors/Major repairs	FIRE		\$ 15,000.00
SCBA	FIRE		\$ 8,000.00
PSC generator	FIRE		ARPA
Fire Hose	FIRE		\$ 3,000.00
Various tools	FIRE		-
Knox Boxes updated	FIRE		
fleet maintenance	POLICE		budgeted
computer maintenance (plus 2022 grant for MDT upgrades)	POLICE		\$ 15,000.00
radio replacement	POLICE		\$ 5,200.00
body cameras	POLICE		ARPA
Firearms	POLICE		\$ 5,000.00
body armor/ballistic blankets/shields	POLICE		\$ 10,000.00
radar	POLICE		\$ 8,000.00
Evidence Lockers	POLICE		budgeted
Building improvements - exterior	POLICE		budgeted
I RECORD - interview room	POLICE		
Building furniture/interior maintenance	POLICE		
Tasers	POLICE		\$ 18,000.00
livescan -fingerprinting service	POLICE		
ESOP (shared database - backgrounds)	POLICE		\$ 3,000.00
cellbrite -cellphone forensic solutions	POLICE		\$ 18,000.00
Cameras for crime scene	POLICE		\$ 1,500.00
data conversion from Global to Central Square -datto monitoring	POLICE		\$ 3,500.00
IT upgrade FTO assessment	POLICE		\$ 1,970.00
fleet maintenance	STREET		
repairs to parking lot - senior center/rec center	STREET		\$ 15,000.00
traffic study	STREET		\$ 20,000.00
fleet maintenance for trucks, mowers	CEM/PARK		
side by side	CEM/PARK		\$ 12,000.00
chainsaw/leaf blower/turbine leaf blower	CEM/PARK		\$ 10,100.00
Truck (fleet of 4)	CEM/PARK		
Zero Turn 72" MOWER/ trailer	CEM/PARK		\$ 21,000.00
sewer snake	CEM/PARK		\$ 2,000.00
Add on to the Cemetery building	CEM/PARK		
tractor and backhoe	CEM/PARK		
New safety mulch for park playgrounds			
Playter Park bridges			
Davis Park pavillion - new roof	CEM/PARK		
repairs to Golf Pro Shop and Deck	Park- Golf		
Turf Sprayer	Park-Golf		budgeted
Rough Mower - 90,000	Park-Golf		\$ 56,000.00
tractor and loader - 40,000	Park-Golf		
Vicon Spreader - 770.00	Park-Golf		
Top Dresser - 10,000	Park-Golf		
Greens Rotary Mower - 32,000	Park-Golf		
Fairway Mower - 68,000	Park-Golf		
Bunker Rake -26,000	Park-Golf		
Ball Washers replaced	Park-Golf		
Irrigation uprades	Park-Golf		
Cart path maintenance	Park-Golf		
Bridge Rehab	Park-Golf		
Erosion Control	Park-Golf		
Repave Parking lot	Park-Golf		
Restoration of Pool slide	Park and Rec		
Repaint pool floor - on deck	Park and Rec		\$ -
Fencing around Fullerton	Park and Rec		
playground equipment outside Rec center	Park and Rec		
Fullerton Fields -playground equipment	Park and Rec		
Double Batting cages	Park and Rec		
Pitching machines	Park and Rec		
driving range (golf)	Park and Rec		
Fullerton Fields/Kifer Trail chat trail (maintenance of trails	Park and Rec		\$ 10,000.00
Future development of Kifer Park	Park and Rec		
Cribbs Trail	Park and Rec		
Dog Park?/Archery range?	Park and Rec		
truck	Park and Rec		
scoreboard updates	Park and Rec		
fitness equipment	Park and Rec		
Restrooms at golf/rec center (south end)	Park and Rec		
cyclist campsite	Park and Rec		
deep freezers	Park and Rec		
lock upgrades	Airport		\$ 4,500.00
TOTAL EXPENSES			\$ 330,770.00
SURPLUS/(DEFICIT)			\$ 69,230.00

NOTICE TO BID

August 17, 2022
Bolivar, MO 65613

Sealed bids will be received until 2:00 p.m. on September 6th, 2022 and then publicly opened and read in the Council Chambers at Bolivar City Hall, Polk County, Missouri, for one of each: Top Dresser, Bunker Rake, Fairway Mower, Greens Mower and Rough Mower.

Specifications and Bid Documents are on file and may be examined and obtained between the hours of 9:00 a.m. & 4:00 p.m. Monday thru Friday at the Offices of the City Clerk, at Bolivar City Hall, 345 S. Main Ave., 417-326-2489, or on the City of Bolivar website at www.bolivar.mo.us under Bid Documents.

Paula Henderson,
City Clerk

Bid Opening 9/6/2022 at 2:00 p.m.	Bunker Rake	Bid	Trade In	After Trade In	Fairway Mower	Bid	Greens Mower	Bid
Vanwall - John Deere	John Deere 1220	\$ 25,878.17	\$ 650.00	\$ 25,228.17	John Deere 6700A	\$ 66,587.44	John Deere 2400 w/ headlights	\$ 40,665.08
John Deere	2 year warranty				2 year warranty		2 year warranty	
John Deere equipment w/out trade in: \$219,470.59								
Professional Turf Products	Sand Pro 3040/5040	\$ 24,868.72	\$ 500.00	\$ 24,368.72	Reelmaster 3555-D/3575-D	\$ 68,812.12	Greensmaster 3150-Q/3250-D	\$ 44,330.95
Toro	2 year warranty				2 year warranty		with headlights	
TORO equipment w/out trade in: \$250,788.38							2 year warranty	
	Top Dresser	Bid	Trade In	After Trade In	Rough Mower	Bid	Trade In	After Trade In
Vanwall - John Deere	Dakota 410 Pull Type	\$ 17,465.75	\$ 1,850.00	\$ 15,615.75	John Deere 1600 Turbo	\$ 68,874.15	\$ 8,500.00	\$ 60,374.15
John Deere	1 year warranty				2 year warranty			
					Lease Option 48 month-FMV			
					Lease Option 48 month-CSC			
					Lease Option 60 month - FMV			
					Lease Option 60 month - CSC			
Professional Turf Products	ProPass 200	\$ 22,174.06	\$ 500.00	\$ 21,674.06	Groundsmaster 4000-D/4010-D	\$ 90,602.53	\$ 2,000.00	\$ 88,602.53
Toro	2 year warranty				2 year warranty			
					Lease Option 48 month-FMV			
					Lease Option 48 month-CSC			
					Lease Option 60 month - FMV			
					Lease Option 60 month - CSC			

**JOHN DEERE****Quote Summary**

Prepared For:
 Bolivar Golf Course
 MO

Prepared By:
 Matt Strong
 Van-Wall Equipment, Inc.
 9650 Dice Lane
 Lenexa, KS 66215
 Phone: 913-397-6009
 Mobile: 402-957-7809
 matt.strong@vanwall.com

Quote Id: 25278755
Created On: 20 September 2021
Last Modified On: 02 September 2022
Expiration Date: 01 September 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE TruFinish 1220 Utility Rake	\$ 34,422.00	\$ 25,878.17 X	1 =	\$ 25,878.17
JOHN DEERE 6700A PrecisionCut Fairway Mower 8-Blade, AWD, Spiral Front Rollers	\$ 92,165.00	\$ 66,587.44 X	1 =	\$ 66,587.44
JOHN DEERE 2400 PrecisionCut Triplex Mower	\$ 54,515.00	\$ 39,745.08 X	1 =	\$ 39,745.08
JOHN DEERE 1600 Turbo TerrainCut Commercial Wide-Area Mower with 2-Post Folding ROPS	\$ 89,340.00	\$ 68,874.15 X	1 =	\$ 68,874.15
DAKOTA 410 Pull Type	\$ 18,385.00	\$ 17,465.75 X	1 =	\$ 17,465.75

Equipment Total **\$ 218,550.59**

Trade In Summary	Qty	Each	Extended
TORO SANDPRO-14	1	\$ 650.00	\$ 650.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 650.00
2013 JACOBSEN R311T	1	\$ 8,500.00	\$ 8,500.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 8,500.00
TY-CROP QUICK PASS 300 TOP DRESSER	1	\$ 1,850.00	\$ 1,850.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 1,850.00

Trade In Total **\$ 11,000.00**

Quote Summary

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Equipment Total	\$ 218,550.59
Trade In	\$ (11,000.00)
SubTotal	\$ 207,550.59
Est. Service Agreement Tax	\$ 0.00
Total	\$ 207,550.59
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 207,550.59

Salesperson : X _____

Accepted By : X _____



Professional Turf Products, L.P.

10935 Eichler Dr.
Lenexa, Kansas 66219
Brad Gray
913 915-6783
grayb@proturf.com



Count on it.



Ship To	Bolivar Golf Course	Date:	9/6/2022
Bill To		Tax Rate	
Contact	Spencer Welch	Destination	
Address	1506 W Broadway St. Bolivar, MO 65613	Trade-In	\$3,000.00
Phone	(417) 326 6600	Finance	
Email	swelch@bolivar.mo.us	Account Type	STD
Comments:	Applicable Property and Sales Tax Not Included. Quote inclusive of equipment setup and delivery to Bolivar MO address provided. Total bid inclusive of trades: Sand Pro 14, Jacobsen R311 and Tycrop 300.		
		QMS: ID	Q87209

Proposal

Qty	Model #	Description	Extended
1	04358	Greensmaster 3150-Q	\$ 33,306.59
3	04654	11 Blade Cutting Unit	\$ 9,340.30
3	04257	Full Roller (One Roller)	\$ 744.78
1	131-6262	MVP Kit - Initial 800 Hour	\$ 240.42
1	04554	Light Kit - LED	\$ 698.86
		Greensmaster 3150-Q	\$ 43,632.09
		Greensmaster 3150-Q with Light Kit	\$ 44,330.95
1	08743	Sand Pro 3040	\$ 21,007.59
1	08714	Manual Blade (40 Inch)	\$ 1,869.59
1	08767	QAS Flex Tooth Rake	\$ 1,855.14
1	30035	400 Hour Filter Maintenance Kit	\$ 136.40
		Sand Pro 5040	\$ 24,868.72
1	03821	Reelmaster 3575-D	\$ 48,660.35
1	03405	7-Inch Weight for Cu's (Kit of 5)	\$ 583.24
5	03639	22 Inch 7-Inch, 8-Blade (Fsr) Forward Swept	\$ 19,465.33
		Reel Edgeseries	
1	30090	400 Hour MVP Filter Kit	\$ 103.20
		Reelmaster 3575-D	\$ 68,812.12
1	30609	Groundsmaster 4000-D (T4)	\$ 90,207.07
1	44967	MVP Kit 1000 Hour	\$ 395.46
		Groundsmaster 4000-D (T4)	\$ 90,602.53
1	44751	ProPass 200 Wireless	\$ 14,926.96
1	44724	Propass Tow Chassis And Fender Kit	\$ 3,542.78
1	44713	ProPass Hydraulic Power Pack	\$ 3,704.32
		ProPass 200	\$ 22,174.06
SubTotal without GR315 Light Kit			\$ 250,089.52
SubTotal wit GR315 Light Kit			\$ 250,788.38
Destination			Included
Tax (Estimated)			Not Included
Less Trade In			(3,000.00)
TOTAL without GR3150 Light Kit			\$ 247,089.52
Total with GR3150 Light Kit			\$ 247,788.38

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.

For all New Equipment, Refurbished units may be available for up to 40% savings.

Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:

- Prices & Finance Rates are subject to change at any time.
- Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that are beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered through equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.
- Order cancellations are subject to fees up to 10% of the original order value.
- Equipment delivery time is estimated once credit is approved & documents are executed & is contingent on Manufacturer availability.
- Payments by Credit Card are subject to convenience fee.
- Used and Demo equipment is in high demand and availability is subject to change.
 - Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.
 - In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
- "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

- All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.
- All returns must be able to be sold as new.
- Items missing parts are non returnable.

Payment:

- Terms are net 10 unless prior arrangements have been made.
- Quoted prices are subject to credit approval.
 - PTP will work with third party financial institutions to secure leases when requested to do so.
 - When using third party financiers, documentation fees & advance payments may be required.
 - For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
 - PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
- There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
- By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____

Date: _____

ORDINANCE COVER SHEET

Bill No. 2022-72

Ordinance No. _____

**“AN ORDINANCE AUTHORIZING AN AGREEMENT ADDENDUM WITH
GREAT RIVER ASSOCIATES, 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; _____ 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 AGREEMENT ADDENDUM WITH
GREAT RIVER ASSOCIATES, 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 addendum with Great River Associates, Inc.; with such contract addendum pricing and terms to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

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

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

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk

**ADDENDUM NO. 1 TO ENGINEERING SERVICES AGREEMENT
BETWEEN CLIENT AND ENGINEER FOR PROFESSIONAL SERVICES**

The Agreement between Client and Engineer for East Loop Road ("Project") dated April 26, 2022 is hereby amended and supplemented to include the following agreement of the parties:

EXHIBIT A – SCOPE OF SERVICES

PART 1 – ADDITIONAL SERVICES

1. Add the following task:

Task 8. Engineer will prepare and submit an application for the 2022 Governor's Transportation Cost Share Program on behalf of the Client.

EXHIBIT B – PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

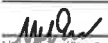
B.1 Compensation For Basic Services – Standard Hourly Rates Method of Payment

1. The estimate for total compensation for services under Paragraph B.1 is increased by \$ 8,000 for the performance of Task 8.

ACCEPTANCE BY PARTIES:

The Engineer offers this Addendum to Client and if said Addendum is not fully executed by Client within 30 days of Engineer's signature, said offer of Addendum will be null and void.

Engineer's Acceptance:

Printed Name: Mel Eakins
Signature: 
Mel Eakins (Sep 8, 2022 11:03 CDT)
Title: Principal
Date: Sep 8, 2022

Client's Acceptance:

Printed Name: _____
Signature: _____
Title: _____
Date: _____

RECORDS RETENTION DISPOSITION LIST -- The following list of records have met or passed the minimum retention period and have been found to be of no historical value.

Missouri Revised Statutes Chapter 109 Section 255. No record can be destroyed until they have met the minimum retention period according to the Secretary of State Local Records Retention requirements.

GS027 Employee Medical Records

Also Called: Family Medical Leave Act Records; Americans with Disabilities Act Records; Hazardous Exposure Records; Employment Physicals or Screening.

Function: Records documenting an individual employee's work related medical history.

Content: Records may include but are not limited to: medical examination records (pre-employment, pre-assignment, periodic, or episodic), X-rays, records of significant health or disability limitations related to job assignments, documentation of work related injuries or illnesses, hearing test records, hazard exposure records (see below), drug testing records, first aid incident records, physical examination statements, Family Medical Leave Act records, release consent forms, and related correspondence. Hazard exposure records document an employee's exposure to hazardous conditions such as chemicals, toxic substances, blood-borne pathogens, biological agents, bacteria, virus, fungus, radiation, noise, dust, heat, cold, vibration, repetitive motion, or other dangerous conditions.

Min. Retention: Hazard Exposure Records 30 years after separation; all other records 7 years after separation.

Disposition: Destroy securely.

Note: *These records are not personnel records. Pursuant to the Americans with Disabilities Act, medical records must be kept physically separate from personnel records. See also: 29 CFR 1910.1020 for more information on the retention of Hazard Exposure Records.

Years: 1984-2014.

GS 031 Employment Eligibility Verification Forms

Also Called: I-9 Forms

Function: Documents the filing of US Immigration and Naturalization Service form I-9, which verifies that an applicant or employee is eligible to work in the United States.

Content:

Min. Retention: 3 years from date of hire, or 1 year after date of separation, whichever is later

Disposition: Destroy securely

Note: This form is not part of the Employee Personnel Record and should be filed separately.

Approval Date: August 19, 2003; Revised August 24, 2017

Years: All years up to and including August 2022.

NOTE: Request to shred these monthly.

GS033 Wage and Tax Statements

Also Called: Federal tax form W-2

Function: Annual statements documenting individual employee earnings and withholdings for state and federal income taxes and social security tax.

Content: Information includes employer name and tax identification number, employee name and social security number, wages paid, amounts withheld, and related data.

Min. Retention: 5 years

Disposition: Destroy securely

Note: See also Federal and State Tax Forms in this section for related records.

Years: 2001-2011.

Presented to Board on:_____.

Page 1 of 4.

GS 042 Volunteer Worker Records

Also Called:

Function: Documents work performed by citizens without compensation for their services.

Content: May include agreements, applications, skills test results, training documentation, tasks assigned and monitoring records, and related information.

Min. Retention: 3 years after separation; Unaccepted volunteer applications, 1 Year

Disposition: Destroy securely

Note:

Approval Date: August 19, 2003; Revised August 24, 2022

Years: 2010 – 2011.

GS 043 Drug Testing Records

Also Called: Drug screening records

Function: Documents the testing of current and prospective employees for controlled substances prohibited by policy, procedure, or statute.

Content: Records may include but are not limited to the documentation of test results, the collection process, the random sample process, and those documenting the decision to administer reasonable suspicion drug testing.

Min. Retention: Retain positive test results 5 years. Retain negative test results 1 year. See Note.

Disposition: Destroy securely

Note: If filed with Employee Medical Records, retain 7 years after separation. For USDOT drug testing requirements, see Multimodal and Transit Records Retention Schedule

Approval Date: August 19, 2003; Updated August 21, 2019

Years: 2017 – 2020.

GS 057 Insurance Claims Files

Also Called: Damage and Loss Report; Accident Report (government-owned) vehicle

Function: Documents various types of insurance claims filed against local government. These include personal injury, property damage, motor vehicle accident, false arrest, and others.

Content: May include: insurance claim forms, copy of hospital, physician, ambulance and medication bills, death and birth certificates, reports, photographs, summaries, reviews, notices, audio and videotapes, transcriptions of recorded statements, memoranda, correspondence, and related documents used in processing the claim.

Min. Retention: If legal action taken, retain 10 years after case disposed, or date of last action; If no legal action taken, retain 5 years + legal review.

Disposition: Destroy securely.

Note:

Approval Date: August 24, 2004; Revised August 24, 2017

Years: 2012 – 2016 (No legal actions).

GS 061 Employment Grievance and Complaint Records

Also Called: Grievance Record

Function: Grievances or complaints filed by current employees, terminated employees, applicants, or private citizens regarding employment practices. Often relates to interpretations and alleged violations of employment contracts.

Content: May include complaints, investigation records, interview and hearing reports, arbitrator's findings and decisions, tape recordings and related records.

Min. Retention: 5 years after final disposition

Disposition: Destroy securely

Note: May be filed with employee's personnel records.

Approval Date: August 24, 2004

Years: 2002 - 2016.

GS 062 Employment Recruitment and Selection Records

Also Called: Employee Application Files; Applications for Employment

Function: Documents the recruitment and selection of employees. Records may also document the recruitment and selection of contracted service providers such as attorneys, auditors, insurance agents, consultants, and others.

Content: Records may include but are not limited to job announcements and descriptions, applicant lists, applications and resumes, position advertisement records, civil service and other examination records, classification specifications, affirmative action records, interview questions, interview and application scoring notes, applicant background investigation information, letters of reference, civil service records, position authorization forms, certifications of eligible applicants, recruitment summary records (job announcement, position description, documentation relating to the announcement and test, and test items and ratings levels), and related correspondence and documentation.

Minimum Retention: Retain announcement records, position description, and test and rating records 3 years; Retain unsolicited applications and resumes 6 months if not returned to the solicitor; Retain unsuccessful applications, background checks and other records 1 year after position filled or recruitment canceled.

Disposition: Destroy securely.

Note: See also: Employee Personnel Records and Employment Eligibility Verification Forms (I-9).

Approval Date: August 24, 2004

Years: 2017 – 2020.

GS 091 Worker's Compensation Case File

Also Called: Worker's Compensation Claims; Worker's Comp

Function: Documents claims filed against local government

Content: May include: insurance claim forms, copy of hospital, physician, ambulance and medication bills, death and birth certificates, reports, photographs, summaries, reviews, notices, audio and videotapes, transcriptions of recorded statements, memoranda, correspondence, and related documents used in processing the claim.

Minimum Retention: If action taken, retain 10 years after case closed, dismissed, or date of last action; If no action taken, retain 3 years

Disposition: Destroy

Note:

Approval Date: August 24, 2010

Years: 2006 – 2019 (No legal actions).

Presented to Board on:_____.

Page 3 of 4.

GS 114 Temporary Employee Files

Also Called:

Function:

Content:

Intern Files; Summer-hire Files; Seasonal Worker Files

The master personnel records maintained for each temporary employee.

May include: job application, notices of appointment, personnel transaction records reflecting position classification and salary level, employee orientation checklists, payroll withholding information, and other records related to an individual's employment.

Min. Retention: 5 Years

Disposition: Destroy

Note: See Also: GS 026 Personnel Records

Approval Date: August 25, 2021

Years: 2012 – 2016.

GS118 Employee Benefit Records—Participant

Also Called:

Function:

Content:

Min. Retention: 6 Years after separation and 6 years after expiration of any appeal period

Disposition: Destroy Securely

Note:

Approval Date: August 24, 2022

Years: 2007 – 2014.

GS068 Payroll Records

Also Called:

Function:

Content:

Payroll Register; Payroll Earnings and Deduction Registers; Employee Earnings Record; Payroll Journal; Payroll Check Register; Employee Payroll Adjustment Files; CERF Form DE, County Deposit Exception; Garnishment File

Documents the earnings, deductions, and withholdings of employees.

May include, but is not limited to: employee name; address; social security number; date of payment; hours worked; gross pay; withholdings for taxes and retirement; net pay; voluntary deductions for life or health insurance, credit union accounts, pension fund, etc. May also include year-to-date earnings and deductions which culminate in a final year-to-date summary report. Employee Payroll Adjustment Files include employee name or number and display current adjustments to payroll master file such as rate, marital status, insurance premiums, other deductions, garnishments, federal and state withholdings, errors, etc. Payroll Journal or Check Register may also include the payroll check number and the amount of the check.

Min. Retention: Retain Year-to-Date Annual Summary 70 years for administrative purposes. Retain all other records 5 years.

Disposition: Destroy securely.

Note:

Approval Date: August 24th, 2005

Years: 2001-2016.
