



12:05pm
PA
10-7-2022

**BOARD OF ALDERMAN
REGULAR SESSION
CITY HALL, 345 S. MAIN, BOLIVAR, MO 65613
TUESDAY, OCTOBER 11th, 2022 at 6:30 p.m.**

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOTION TO ADOPT AGENDA

1. APPROVAL OF MINUTES:

September 1st, 2022 Special Session; September 13th, 2022 Work Session; September 27th, 2022 Regular Session

2. BILLS & FINANCIAL REPORTS.

3. ADMINISTRATOR REPORT:

4. MAYORAL APPOINTMENT: Introductions, Presentations, Resolutions, Proclamations,

*Citizen Request-Jackie Bottomley, concerns for bus stop safety at Aldrich Rd and Maple Tree Lane

5. OLD BUSINESS:

a. Bill No. 2022-81: An ordinance amending the Bolivar Municipal Code by amending section 385.070 – Establishing a system for maintaining a list of eligible towing providers.

b. Bill No. 2022-82: An ordinance authorizing a memorandum of understanding with Citizens Memorial Hospital regarding emergency use of city's portable restroom units.

c. Bill No. 2022-83: An ordinance authorizing an agreement with Nroute, LLC for purchase of Outfitting Police Department Pursuit Vehicles: 1-2019 Ford Interceptor; 1-2020 Ford Interceptor; 1-2022 Dodge Charger; 3-2022 Dodge Ram 1500.

d. Bill No. 2022-84: An ordinance authorizing the city to enter into renewal agreement with Anthem Blue Cross and Blue Shield for the City's Health benefits services.

e. Bill No. 2022-85: An ordinance authorizing acceptance of grant agreement with Missouri Department of Natural Resources for playground surface material grant.

f. Bill No. 2022-86: An ordinance authorizing an agreement with Great River Associates, Inc for additional services regarding the city's east loop road project on the north side.

g. Bill No. 2022-87: An ordinance authorizing an agreement with Great River Associates, Inc for additional services regarding the city's east loop road project on the south side.

h. Bill No. 2022-88: An ordinance authorizing an agreement with Feld Fire for Compressor and Jon's Mid America for safety/extrication tools for the fire department.

6. NEW BUSINESS:

a. Stormwater Improvement Plan, MS4 Coordinator Stephen Rose

b. Special Event application for Christmas Parade, Bolivar Chamber of Commerce

c. Special Event application for Christmas Parade food truck/vendor event, Bolivar Chamber of Commerce

7. CALENDAR OF EVENTS: November date to be determined for Work/Regular Session; October 14th, 2022 BHS 80's Reunion at Basil and Bourbon; November 1st, 2022 Southwest Regional MML meeting in Webb City; November 19th, 2022 Gobbler & Hobblin 3k-5k;

8. EXECUTIVE SESSION: RSMo 610.021(1) Legal Actions, Cause of Action, or litigation involving a public governmental body and Any confidential or privileged communications between a public governmental body or its representatives and its attorney.

9. ADJOURNMENT:

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.

BOARD OF ALDERMAN: Special Session
CITY HALL, 345 S. MAIN, BOLIVAR, MO 65613
THURSDAY, SEPTEMBER 1st, 2022 AT 6:30 P.M.

Live Stream available during the meeting & viewing later is available via City of Bolivar
Facebook

This service is only provided for as long as the City chooses to utilize Facebook Live services.

CALL TO ORDER

Mayor Warwick called the Work Session to order at 6:30 pm.

PRESENT ALDERMEN

Justin Ballard, Alexis Neal, Steve Sagaser, Ethel Mae Tennis, Dan Wohnoutka

ALDERMEN ABSENT

Steve Skopec, Dusty Ross, Charles Keith

OTHERS ATTENDING

City Administrator Tracy Slagle, City Attorney Don Brown, Public Information Officer Jill Way, Code Enforcement/MS4 Stephen Rose, Community Development Supervisor Kyle Lee, Administrative Assistant Tracy Mason, Community Development Assistant Lacy Hamby & citizens from the public.

PLEDGE OF ALLEGIANCE

Mayor Warwick

MOTION TO ADOPT AGENDA

Alderman Sagaser motioned to approve the agenda. Alderman Neal seconded and the motion was unanimously approved.

1. **Bill No. 2022-69:** An ordinance approving final plat of Simon square plat three phase one in the city of Bolivar, Missouri.' Alderman Neal made a motion for the first reading of Bill No. 2022-69. Alderman Ballard seconded the motion. The City Attorney, Don Brown, read Bill No. 2022-69. **Ordinance 3774.**

i. **Ord. 3774: "AN ORDINANCE APPROVING FINAL PLAT OF SIMON SQUARE PLAT THREE PHASE ONE IN THE CITY OF BOLIVAR, MISSOURI."**

Alderman Sagaser made a motion for the second reading of Bill No. 2022-69. Alderman Ballard seconded the motion. The City Attorney, Don Brown, read Bill No. 2022-69. **Ordinance 3774.**

ii. **Ord. 3774: "AN ORDINANCE APPROVING FINAL PLAT OF SIMON SQUARE PLAT THREE PHASE ONE IN THE CITY OF BOLIVAR, MISSOURI."**

Roll Call

Ayes: Neal, Wohnoutka, Sagaser, Ballard, Tennis.

Nays: None

Absent: Skopec, Keith, Ross

Mayor asked for objections to moving the September Work Session to Wednesday, September 15th, 2022. No objections, meeting will moved to that date.

MOTION TO ADJOURN was made by Alderman Sagaser at 6:35 pm. Alderman Ballard seconded the motion, which was unanimously approved.

ATTESTED by:

Christopher D. Warwick, Mayor

Paula Henderson, City Clerk

BOARD OF ALDERMAN: Work Session
CITY HALL, 345 S. MAIN, BOLIVAR, MO 65613
WEDNESDAY, SEPTEMBER 14th, 2022 AT 6:30 P.M.

Live Stream available during the meeting & viewing later is available via City of Bolivar
Facebook

This service is only provided for as long as the City chooses to utilize Facebook Live services.

CALL TO ORDER

Mayor Warwick called the Work Session to order at 6:30 pm.

PRESENT ALDERMEN

Alexis Neal, Justin Ballard, Steve Sagaser, Dusty Ross, Steve Skopec, Ethel Mae Tennis, Dan Wohnoutka

ALDERMEN ABSENT

Alexis Neal left the meeting at 7:45 p.m.

OTHERS ATTENDING

City Administrator Tracy Slagle, City Attorney Don Brown, Parks and Recreation Superintendent Todd Schrader, Public Information Officer Jill Way, Community Development Supervisor Kyle Lee, Public Works Director Jerry Hamby, Community Development Assistant Lacy Hamby, Fire Chief Brent Watkins & citizens from the public.

PLEDGE OF ALLEGIANCE

Mayor Warwick

MOTION TO ADOPT AGENDA

Alderman Sagaser motioned to approve the agenda with moving item of Business #1-Shall Bill No. 2022-67/Ordinance 3772 pass, the objections of the Mayor thereto notwithstanding, to above the Mayoral Appointments and add a Special Event Application for Basil and Bourbon after Item #7. Alderman Ross seconded and the motion was unanimously approved.

1. **Shall Bill No. 2022-67/Ordinance No. 3772 pass, the objections of the Mayor thereto notwithstanding?** Mayor Warwick presented the list of objections and many citizens were allowed to present remarks to the board. The City Attorney Don Brown asked Shall Bill No. 2022-67/Ordinance 3772 pass?

Roll Call

Ayes: Wohnoutka.

Nays: Keith, Neal, Wohnoutka, Sagaser, Ross, Skopec, Tennis.

Absent: None

MAYORAL APPOINTMENTS

Introductions, presentations, resolutions, proclamations, and citizen requests:

*Network Operations Manager Terry Lockhart and Vice President of Corporate Affairs Dave Davey presented a request for a **Letter of support for Kinetic Grant Application for broadband expansion**. Alderman Ross approved a letter of support to be extended. Alderman Ballard seconded the motion, which was unanimously approved.

Alderman Ross made a motion to a quick break at 7:45 p.m. Alderman Ballard seconded the motion, which was unanimously approved. Alderman Neal left the meeting at this time.

PRESENT ALDERMEN AFTER BREAK

Justin Ballard, Steve Sagaser, Dusty Ross, Steve Skopec, Ethel Mae Tennis, Dan Wohnoutka

ALDERMEN ABSENT

Alexis Neal

*Bolivar R-1 School district has asked to join in a request for a **Letter of support for Intersection study at State highway 32 and D**. Alderman Sagaser made a motion to approve. Alderman Ross seconded the motion, which was unanimously approved.

***Todd Schrader, Park and Recreation Update.** Mission statement is to offer quality programs and Vision statement is to serve the community. Aquatics is offering daily swim, Barracuda swim team, swim lessons, movie night, party reservations. Sports programs are going strong with 440 kids playing on 40 teams. Cheerleading, softball, baseball, football, additional time is being reserved for pickleball. Wellness/Fitness programs going on: power hour, Zumba, yoga, body sculpt, boot camp. Special programs: Gobble/Hobble 3k/5k, Saturday night dances, movie night, Easter event, St Patrick's dress up day, after school programs, summer camp, area life guard and CPR training. Park and Recreation surveys, 194 were received electronically, was summarized by Todd and reviewed by the Board of Alderman. Todd explained that the Land & Water Conservation Fund 50/50 Grant is open again this year with a final deadline of application on November 15th, 2022. The idea he is wanting to propose an all-inclusive playground and build either southwest of the recreation center building or a Fullerton Fields, generally in the middle of the property. We can either propose to do a high-end playground or a scaled-down cheaper playground. Alderman Ross made a motion to proceed with the grant application, including an all-inclusive high-end playground. Alderman Sagaser seconded the motion, which was unanimously approved.

2. **Bill No. 2022-70:** 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. Alderman Sagaser made a motion for the first reading of Bill No. 2022-70. Alderman Wohnoutka seconded the motion. The City Attorney, Don Brown, read Bill No. 2022-70. **Ordinance 3775.**

- i. **Ord. 3775: "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."**

Alderman Skopec made a motion for the second reading of Bill No. 2022-70. Alderman Sagaser seconded the motion. The City Attorney, Don Brown, read Bill No. 2022-70. **Ordinance 3775.**

- ii. **Ord. 3775: "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."**

Roll Call

Ayes: Ballard, Keith, Wahnoutka, Sagaser, Ross, Skopec, Tennis.

Nays: None

Absent: Neal

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. Alderman Sagaser made a motion for the first reading of Bill No. 2022-71. Alderman Ballard seconded the motion. The City Attorney, Don Brown, read Bill No. 2022-71. **Ordinance 3776.**

- i. **Ord. 3776: "AN ORDINANCE AUTHORIZING A CONTRACT WITH THE BOLIVAR R-1 SCHOOL DISTRICT FOR PLACEMENT OF SCHOOL RESOURCE POLICE OFFICER FOR 2022-2023 SCHOOL YEAR."**

Alderman Ross made a motion for the second reading of Bill No. 2022-71. Alderman Sagaser seconded the motion. The City Attorney, Don Brown, read Bill No. 2022-71. **Ordinance 3776.**

- ii. **Ord. 3776: "AN ORDINANCE AUTHORIZING A CONTRACT WITH THE BOLIVAR R-1 SCHOOL DISTRICT FOR PLACEMENT OF SCHOOL RESOURCE POLICE OFFICER FOR 2022-2023 SCHOOL YEAR."**

Roll Call

Ayes: Keith, Wohnoutka, Sagaser, Ross, Ballard, Skopec, Tennis.

Nays: None

Absent: Neal

4. **Review: 2022 Capital Budget Items – Revised List** presented for review.
Alderman Ross made a motion to proceed with either bid process or sole source documentation for the Police Department **Tasers** only. Alderman Keith seconded the motion, which was unanimously approved. No other motions made on the list, and it is to be brought back at the September Regular Session.
5. **Golf Equipment Bid Opening** 9.6.2022 reviewed and staff recommendations were presented by Public Works Director Jerry Hamby, expected delivery date would be June/July 2023. This equipment has previously been discussed to be paid from the Capital Improvement fund to make payments to ourselves over the next 4 or 5 years. Recommendations are from Vanwall – John Deere: **Top Dresser**-Dakota 410 Pull Type \$15,615.75 with old trade-in. Then, from Professional Turf Products: **Bunker Rake**-Toro Sand Pro 3040/5040 \$24,368.72 with old trade in; **Fairway Mower**-Toro Reelmaster 3555-D/3575-D \$68,812.12; **Greens Mower**-Toro Greensmaster 3150-Q/3250-D with headlights \$44,330.95; **Rough Mower**-Toro Groundsmaster 4000-D/4010-D with-out trade in \$90,602.53. Alderman Keith made a motion to approve the recommendations. Alderman Ross seconded the motion, which was unanimously approved.
6. **Laggers L-7 to L-6** proposal was present by City Administrator Tracy Slagle. This would be a step up in the retirement and a good employee retention/attraction tool. Alderman Ross made a motion to include this change to be in the 2023 Budget, with the intent to start on 1/1/2023. Alderman Ballard seconded the motion, which was unanimously approved.
7. **Bill No. 2022-72:** An ordinance authorizing an agreement addendum with Great River Associates, Inc. Alderman Sagaser made a motion for the first reading of Bill No. 2022-72. Alderman Ballard seconded the motion. The City Attorney, Don Brown, read in full Bill No. 2022-72. **Ordinance 3777.**
 - i. **Ord. 3777: “AN ORDINANCE AUTHORIZING AN AGREEMENT ADDENDUM WITH GREAT RIVER ASSOCIATES, INC.”**

Alderman Ballard made a motion for the second reading of Bill No. 2022-72.

Alderman Keith seconded the motion. The City Attorney, Don Brown, read in full Bill No. 2022-72. **Ordinance 3777.**

ii. **Ord. 3777: "AN ORDINANCE AUTHORIZING AN AGREEMENT
ADDENDUM WITH GREAT RIVER ASSOCIATES, INC."**

Roll Call

Ayes: Keith, Wahnoutka, Sagaser, Ross, Skopec, Tennis.

Nays: None

Absent: Neal

Amended Agenda Item Special Event Application for Basil and Bourbon on October 14th, 2022 reviewed and discussed. Alderman Ballard made a motion to approve the application. Alderman Sagaser seconded the motion, which was unanimously approved.

8. **Surplus Item: Replaced Fire Department Breathing Air Compressor** Fire Chief Brent Watkins expressed concerns from the 2022 Fireworks changes. Alderman Ross made a motion to allow the donation to Morrisville Fire Protection District once the new Air Compressor is received. Alderman Keith seconded the motion, which was unanimously approved. Also Fire Chief Watkins asked if the Alderman had a preference regarding the replaced PSC **gas kitchen stove**. Alderman agreed to put it out for bids, minimum of \$500.
9. **Record Retention Destruction list, items eligible to be shredded.** Alderman Skopec made a motion to approve the list. Alderman Tennis seconded the motion, which was unanimously approved.

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: September 14th, 2022.

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).

GS 114 Temporary Employee Files

Also Called: Intern Files; Summer-hire Files; Seasonal Worker Files

Function: The master personnel records maintained for each temporary employee.

Content: 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: Health/Vision/Dental Insurance, long-term disability insurance, life insurance selections

Function: Documents eligibility, participation, dependent participation, claims and appeals regarding employee benefits

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: 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

Function: Documents the earnings, deductions, and withholdings of employees.

Content: 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.

10. **Speed Bump/Speed Table Request** traffic calming procedures reviewed and an ordinance will be brought forth for approval at a future meeting. Alderman Ross made a motion for the street department to install a speed hump on Forrest Street as soon as possible, if there's money in the 2022 budget. Alderman Wohnoutka seconded the motion, which was unanimously approved.

Alderman Keith left the meeting at 9:36 p.m.

EXECUTIVE SESSION pertinent to **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...**; was motioned by Alderman Ballard at 9:52 pm. Alderman Sagaser seconded the motion.

Roll Call

Ayes: Alderman Wohnoutka, Sagaser, Ross, Ballard, Skopec, Tennis.

Nays: None

Absent: Alderman Keith, Neal

A short break was requested after roll call, back in session at 9:57 pm.

OTHERS PRESENT for Executive Session:

City Administrator Tracy Slagle, City Attorney Don Brown, Public Works Director Jerry Hamby, Parks and Recreation Superintendent Todd Schrader.

NO MOTIONS MADE

MOTION FOR OPEN SESSION was proposed by Alderman Sagaser, seconded by Alderman Ross at 10:48 pm.

Roll Call

Ayes: Alderman Ballard, Wohnoutka, Sagaser, Ross, Skopec, Tennis.

Nays: None

Absent: Alderman Neal, Keith

MOTION TO ADJOURN was made by Alderman Sagaser at 10:49 pm. Alderman Ballard seconded the motion, which was unanimously approved.

ATTESTED by:

Christopher D. Warwick, Mayor

Paula Henderson, City Clerk

BOARD OF ALDERMAN: Regular Session
CITY HALL, 345 S. MAIN, BOLIVAR, MO 65613
TUESDAY, SEPTEMBER 27TH, 2022 AT 6:30 P.M.

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Facebook**

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CALL TO ORDER

Mayor Warwick called the Regular Session to order at 6:30 pm.

PRESENT ALDERMEN

Alexis Neal present by phone, Dan Wohnoutka, Steve Sagaser, Dusty Ross, Justin Ballard, Steve Skopec, Ethel Mae Tennis, Charles Keith arrives during the approval of minutes

OTHERS ATTENDING

City Administrator Tracy Slagle, City Attorney Don Brown, Police Chief Mark Webb, Public Information Specialists Jill Way, Public Works Director Jerry Hamby, Maintenance Lead Charles Brown, Finance Director/Deputy City Clerk Natalie Scrivner, Public Information Officer Jill Way, Fire Chief Brent Watkins, and other citizens due to request to address council.

PLEDGE OF ALLEGIANCE

Mayor Warwick

MOTION TO ADOPT AGENDA

Alderman Sagaser motioned to approve the agenda with the addition of discussing CD rates for the funds from the Liberty Utilities (Missouri Water) Sale as a last item of business. Alderman Ross seconded, which was unanimously approved.

- 1. Approval of Minutes:** August 9th, 2022 Work Session; August 23rd, 2022 Regular and Executive Session. Alderman Skopec motioned to approve, with a correction to the Work Session minutes, item 1. To state: Alderman Ross made a motion to earmark \$40,000 city funds from the indirect proceeds' funds coming from the "Savings of the" Ballfield Lights 2022/2023 project as soon as possible to start the project, Alderman Sagaser seconded, the motion passed unanimously.
- 2. Bill and Financial Reports:** Alderman Ballard motioned to approve the reports. Alderman Sagaser seconded, and the motion passed unanimously.

3. Administrator's Report: City Administrator Tracy Slagle stated because the Board approved to move our City Lager's Retirement from a L-7 to a L-6 benefit option, the City is required by state statute RSMo 105.675 **to post the Supplemental Actuarial Valuation of Alternate LAGERS benefits** to the public for 45 days. A hard copy of the benefit change will be available for public review at the front desk in the City Hall Lobby and available on the cities website at bolivar.mo.us. We are thankful for the staff time spent by Spencer Welch and Jill Way submitting a playground resurfacing grant application several months ago and we received notification this past week that we had been awarded the almost \$40,000.00 grant. This will replace existing mulch at two park playground locations with a rubber surface. The deed of ownership for Dunnegan Park was signed 100 years ago this upcoming February. We hope to prepare some celebrations to honor the centennial throughout 2023. Sidewalk upgrades are nearing completion and crews have begun removing the median on Dunnegan Ave just south of Broadway St. Curbs are complete on Auburn St and on McCollm Ave. We anticipate Emery Sapp and Sons, Inc to begin asphalt overlays the week of October 10th. October is Fire Safety Month and our fire department will be busy conducting public education programs during the month. Property owners on a 5-acre piece of land have begun the process of constructing storage units at a location that was annexed into the city in 2015 and desire to have water and sewer brought to the property line. The property is located on the east side Wommack Ave just north of Highway 'T'. Staff estimate with doing the installation ourselves (with the exception of the bore under Wommack Ave – which will need to be contracted out) the overall estimated costs will run between \$15-18,000.00. Alderman Skopec made the motion to extend water and sewer connection to this area. Sagaser 2nd the motion, which was unanimously approved. Alderman Ballard made a motion to cash in the matured street reserve CD cashed in with the value of \$57,000.00 and hold to use toward the golf course retention basin or reinvest at a better CD rate at a future date. Alderman Ross seconded the motion, which was unanimously approved. Alderman Ballard made a motion to approve the administrators report. Alderman Ross seconded the motion, which was unanimously approved.

4. Mayoral Appointments

Introductions, presentations, resolutions, proclamations, & citizen requests:

* Request to address council Affordable Towing, Dennis Cleveland addressed the council and is wondering why they have only received 1 tow for the 2022 year. He is looking to answers and bring awareness to certain instances where individuals were not allowed to use Affordable Towing when needing a tow. He stated that State of Missouri says that it is against the law to charge for a city business license and he will check into make sure they are in compliance.

*South Oakland name change request presented by Alderman Dan Wohnoutka. A arial street map was presented of the region and how the streets line up/intersect. Alderman Wohnoutka is wanting the city to change a section of South Oakland Ave to Kayden Lane. Alderman Wohnoutka doesn't see the need for the official procedure of a street name change request, because there is no logical reason for the street to be named South Oakland Ave. This small section does not line up in any way with the layout of South Oakland Ave.

5. Old Business

- A. Hail Damage Update,** Public Works Director Jerry Hamby and Maintenance Leadman Chuck Brown gave an overview of the damages and insurance claim from the April 2022 Storm damage. A list was presented of projects that the city can complete as time permits and those that the city will need to bid out. Jerry said he has talked with the insurance company about applying roof coating to the already damaged metal (and claim money already received) on multiple city buildings. The insurance company stated, if the city chose to apply the coating only, then only the coating would be insured, because they already paid for the damages to the metal. Alderman Ross made a motion to start the process of bid for roof coating on 11 city buildings, Alderman Keith seconded the motion, which was unanimously approved.
- B. Bill No. 2022-73:** An ordinance authorizing a lease agreement for ground lease with the Missouri Department of Conservation. Alderman Sagaser made a motion for the first reading of Bill No. 2022-73. Alderman Ballard seconded the motion. The City Attorney, Don Brown, read Bill No. 2022-73. **Ordinance 3778.**
- i. Ord. 3778: "AN ORDINANCE AUTHORIZING A LEASE AGREEMENT FOR GROUND LEASE WITH THE MISSOURI DEPARTMENT OF CONSERVATION."**

Alderman Skopec motioned for a second reading of Bill No. 2022-73. Alderman Ballard seconded the motion. The City Attorney, Don Brown, read Bill No. 2022-73. **Ordinance 3778.**

- ii. Ord. 3778: "AN ORDINANCE AUTHORIZING A LEASE AGREEMENT FOR GROUND LEASE WITH THE MISSOURI DEPARTMENT OF CONSERVATION."**

Roll Call

Ayes: Alderman Sagaser, Wohnoutka, Neal, Keith, Ross, Ballard, Skopec, Tennis
Nays: None

C. Bill No. 2022-74: An ordinance adopting procedures for property owners to request traffic calming through installation of speed humps or speed tables. Alderman Keith made a motion for the first reading of Bill No. 2022-74. Alderman Sagaser seconded the motion. The City Attorney, Don Brown read Bill No. 2022-74. **Ordinance 3779.**

- i. **Ord. 3779: "AN ORDINANCE ADOPTING PROCEDURES FOR PROPERTY OWNERS TO REQUEST TRAFFIC CALMING THROUGH INSTALLATION OF SPEED HUMPS OR SPEED TABLES."**

Alderman Sagaser motioned for a second reading of Bill No. 2022-74. Alderman Ross seconded the motion. The City Attorney, Don Brown read Bill No. 2022-74.

- ii. **Ord. 3779: "AN ORDINANCE ADOPTING PROCEDURES FOR PROPERTY OWNERS TO REQUEST TRAFFIC CALMING THROUGH INSTALLATION OF SPEED HUMPS OR SPEED TABLES."**

Roll Call

Ayes: Alderman Ross, Skopec, Tennis, Keith, Wohnoutka, Neal, Sagaser, Ballard
Nays: None

D. Bill No. 2022-75: An ordinance authorizing an agreement with Axon Enterprises, Inc for tasers for the police department to include a funds transfer from capital improvement to the police department fund. Alderman Ballard made a motion for the first reading of Bill No. 2022-75. Alderman Sagaser seconded the motion. The City Attorney, Don Brown read Bill No. 2022-75. **Ordinance 3780.**

- i. **Ord. 3780: "AN ORDINANCE AUTHORIZING AN AGREEMENT WITH AXON ENTERPRISES, INC FOR TASERS FOR THE POLICE DEPARTMENT TO INCLUDE A FUNDS TRANSFER FROM CAPITAL IMPROVEMENT TO THE POLICE DEPARTMENT FUND."**

Alderman Keith motioned for a second reading of Bill No. 2022-75. Alderman Ross seconded the motion. The City Attorney, Don Brown read Bill No. 2022-75.

- ii. **Ord. 3780: "AN ORDINANCE AUTHORIZING AN AGREEMENT WITH AXON ENTERPRISES, INC FOR TASERS FOR THE POLICE DEPARTMENT TO INCLUDE A FUNDS TRANSFER FROM CAPITAL IMPROVEMENT TO THE POLICE DEPARTMENT FUND."**

Roll Call

Ayes: Alderman Skopec, Tennis, Ross, Ballard, Wohnoutka, Sagaser, Keith, Neal
Nays: None

E. Bill No. 2022-76: An ordinance authorizing an agreement with Millenium Products, Inc to obtain two mobile message boards for the city of Bolivar. Alderman Wohnoutka made a motion for the first reading of Bill No. 2022-76. Alderman Sagaser seconded the motion. The City Attorney, Don Brown read Bill No. 2022-76. **Ordinance 3781.**

- i. **Ord. 3781: "AN ORDINANCE AUTHORIZING AN AGREEMENT WITH MILLENIUM PRODUCTS, INC. TO OBTAIN TWO MOBILE MESSAGE BOARDS FOR THE CITY OF BOLIVAR."**

Alderman Sagaser motioned for a second reading of Bill No. 2022-76. Alderman Ross seconded the motion. The City Attorney, Don Brown read Bill No. 2022-76.

- ii. **Ord. 3781: "AN ORDINANCE AUTHORIZING AN AGREEMENT WITH MILLENIUM PRODUCTS, INC. TO OBTAIN TWO MOBILE MESSAGE BOARDS FOR THE CITY OF BOLIVAR."**

Roll Call

Ayes: Alderman Keith, Neal, Wohnoutka, Sagaser, Ross, Ballard, Skopec, Tennis
Nays: None

F. Bill No. 2022-77: An ordinance authorizing an agreement with NRoute for purchase of 1-2022 Dodge Charger and 3-2022 Dodge Ram Crew Cab's for the police department, to include a funds transfer from Capital Improvement to the police department fund. Alderman Ross made a motion for the first reading of Bill No. 2022-77. Alderman Skopec seconded the motion. The City Attorney, Don Brown, read Bill 2022-77. **Ordinance 3782.**

- i. **Ord. 3782: "AN ORDINANCE AUTHORIZING AN AGREEMENT WITH NROUTE FOR PUCHASE OF 1-2022 DODGE CHARGER AND 3-2022 DODGE RAM CREW CAB'S FOR THE POLICE DEPARTMENT, TO INCLUDE A FUNDS TRANSFER FROM CAPITAL IMPROVEMENT TO THE POLICE DEPARTMENT FUND."**

Alderman Sagaser motioned for a second reading of Bill No. 2022-77. Alderman Wohnoutka seconded the motion. The City Attorney, Don Brown, read Bill No. 2022-77. **Ordinance 3782.**

- ii. **Ord. 3782: "AN ORDINANCE AUTHORIZING AN AGREEMENT WITH NROUTE FOR PUCHASE OF 1-2022 DODGE CHARGER AND 3-2022 DODGE RAM CREW CAB'S FOR THE POLICE DEPARTMENT, TO INCLUDE A FUNDS TRANSFER FROM CAPITAL IMPROVEMENT TO THE POLICE DEPARTMENT FUND."**

Roll Call

Ayes: Alderman Keith, Neal, Wohnoutka, Sagaser, Ross, Ballard, Skopec, Tennis
Nays: None

G. Bill No. 2022-78: An ordinance authorizing an agreement with Missouri State Highway Patrol for purchase of 1-2019 Ford Interceptor & 1-2020 Ford Interceptor for the Police Department, to include a funds transfer from capital improvement to the police department fund. Alderman Wohnoutka made a motion for the first reading of Bill No. 2022-78. Alderman Keith seconded the motion. The City Attorney, Don Brown read Bill No. 2022-78. **Ordinance 3783.**

- i. **Ord. 3783: "AN ORDINANCE AUTHORIZING AN AGREEMENT WITH MISSROUI STATE HIGHWAY PATROL FOR PUCHASE OF 1-2019 FORD INTERCEPTOR & 1-2020 FORD INTERCEPTOR FOR THE POLICE DEPARTMENT, TO INCLUDE A FUNDS TRANSFER FROM CAPITAL IMPROVEMENT TO THE POLICE DEPARTMENT FUND."**

Alderman Keith motioned for a second reading of Bill No. 2022-78. Alderman Ballard seconded the motion. The City Attorney, Don Brown read Bill No. 2022-78.

- ii. **Ord. 3783: "AN ORDINANCE AUTHORIZING AN AGREEMENT WITH MISSROUI STATE HIGHWAY PATROL FOR PUCHASE OF 1-2019 FORD INTERCEPTOR & 1-2020 FORD INTERCEPTOR FOR THE POLICE DEPARTMENT, TO INCLUDE A FUNDS TRANSFER FROM CAPITAL IMPROVEMENT TO THE POLICE DEPARTMENT FUND."**

Roll Call

Ayes: Alderman Keith, Ross, Wohnoutka, Sagaser, Neal, Ballard, Skopec, Tennis
Nays: None

H. Bill No. 2022-79: An ordinance authorizing an agreement with Professional Turf Products, L.P. for purchase of bunker rake, fairway mower, greens mower, rough mower and Van-Wall Equipment, Inc for purchase of a top dresser for the golf department. Alderman Ross made a motion for the first reading of Bill No. 2022-79. Alderman Sagaser seconded the motion. The City Attorney, Don Brown read Bill No. 2022-79. **Ordinance 3784.**

- i. **Ord. 3784: "AN ORDINANCE AUTHORIZING AN AGREEMENT WITH PROFESSIONAL TURF PRODUCTS, L.P. FOR PURCHASE OF BUNKER RAKE, FAIRWAY MOWER, GREENS MOWER, ROUGH MOWER AND VAN-WALL EQUIPMENT, INC FOR PURCHASE OF A TOP DRESSER FOR THE GOLF DEPARTMENT."**

Alderman Keith motioned for a second reading of Bill No. 2022-79. Alderman Ballard seconded the motion. The City Attorney, Don Brown read Bill No. 2022-79.

- ii. **Ord. 3784: "AN ORDINANCE AUTHORIZING AN AGREEMENT WITH PROFESSIONAL TURF PRODUCTS, L.P. FOR PURCHASE OF BUNKER RAKE, FAIRWAY MOWER, GREENS MOWER, ROUGH MOWER AND VAN-WALL EQUIPMENT, INC FOR PURCHASE OF A TOP DRESSER FOR THE GOLF DEPARTMENT."**

Roll Call

Ayes: Alderman Keith, Neal, Wohnoutka, Sagaser, Ross, Ballard, Skopec, Tennis

Nays: None

- I. **Great River Engineer Service contracting options- east loop.** Garen McElroy and Jason Sivils presented two different proposals, both to get an Acquisition-Date, two options for the East Loop North and two options for the East Loop South. Critical part is to get the environmental process done, usually takes 12-18 months and once completed would better the project risk score. Options are for a lump sum or an hourly monthly estimate, which could be cancelled at any moment. Alderman Ross made a motion to approve the **East Loop North, Option 2** Hourly with estimate of \$412,770, contingent on attorney review and negotiation of final agreement Alderman Keith seconded the motion.

Roll Call

Ayes: Alderman Ballard, Neal, Wohnoutka, Sagaser, Keith, Ross, Skopec

Nay: Alderman Tennis

Alderman Skopec made a motion to approve the **East Loop South, Option 2** Hourly with estimate of \$704,000, contingent on attorney review and negotiation of final agreement. Alderman Ross seconded the motion.

Roll Call

Ayes: Alderman Skopec, Neal, Wohnoutka, Keith, Ross, Ballard

Abstain: Alderman Sagaser

Nay: Alderman Tennis

6. NEW BUSINESS

- A. Anthem Health Insurance Renewal Proposal,** Cameron Black with Ollis/Akers/Arney, informed the board that the health insurance renewal will be an increase of 5.8%. Next year they would like the city to look at other options, including partial or fully self-funded options. Alderman Sagaser made a motion to approve the Anthem health insurance renewal with a 5.8% increase, Alderman Keith seconded the motion, which was unanimously approved.
- B. Request for 3 additional ADA parking spots on the square:** At the intersection of Springfield Ave and Jackson Street - 1 spot each on the north and south side of Jackson St At the intersection of Market Ave and Jackson St – 1 spot on the south side of Jackson St. Alderman Keith made a motion to approve the three additional ADA parking spots. Alderman Skopec seconded the motion, which was unanimously approved.
- C. Bill No. 2022-80:** An ordinance authorizing an agreement with Liberty Utilities (Missouri Water) LLC, for Fire Hydrant flow testing. Alderman Sagaser made a motion for the first reading of Bill No. 2022-80. Alderman Ballard seconded the motion. The City Attorney, Don Brown, read Bill No. 2022-80. **Ordinance 3785.**
- i. Ord. 3785: “AN ORDINANCE AUTHORIZING AN AGREEMENT WITH LIBERTY UTILITIES (MISSOURI WATER) LLC, FOR FIRE HYDRANT FLOW TESTING.”**

Alderman Ballard motioned for a second reading of Bill No. 2022-80. Alderman Sagaser seconded the motion. The City Attorney, Don Brown, read Bill No. 2022-80. **Ordinance 3785.**

- ii. Ord. 3785: “AN ORDINANCE AUTHORIZING AN AGREEMENT WITH LIBERTY UTILITIES (MISSOURI WATER) LLC, FOR FIRE HYDRANT FLOW TESTING.”**

Roll Call

Ayes: Alderman Ballard, Neal, Wohnoutka, Sagaser, Keith, Tennis, Ross, Skopec
Nays: None

***Amended Agenda Item: CD rate review** for investing funds of the \$13,000,000 from the Liberty Utilities (Missouri Water) Sale of Utilities. City Administrator said that we could reach out to local banks and investment companies to see what they offer.

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7. **Calendar of Events:** October 11th, 2022 Regular Session; October 7th, 2022 Bolivar High School Homecoming Parade; October 8th, 2022 SBU Homecoming Parade; October 14th, 2022 BHS 80's Reunion at Basil and Bourbon.
8. **MOTION TO ADJOURN** was made by Alderman Sagaser at 9:05 pm. Alderman Ross seconded the motion, which was unanimously approved.

ATTESTED by:

Paula Henderson, City Clerk

Chris Warwick, Mayor



Check Report

By Check Number

Date Range: 09/01/2022 - 09/30/2022

Vendor Name	Payment Date	Payment Type	Payment Amount	Number
Bank Code: AP-COMMERCE CHECKING ACCT				
21ST CENTURY PEACEKEEPERS	09/02/2022	Regular	\$ 225.00	57456
VOID	09/02/2022	Regular	\$ -	57457
AMERICAN WATER TREATMENT INC	09/02/2022	Regular	\$ 137.20	57458
APAC	09/02/2022	Regular	\$ 798.20	57459
AUTUMN FOSTER	09/02/2022	Regular	\$ 50.00	57460
BALLARD'S SEPTIC TANK CLEANING LLC	09/02/2022	Regular	\$ 75.00	57461
BOLIVAR AREA CHAMBER OF COMMERCE	09/02/2022	Regular	\$ 60.00	57462
BOLIVAR READY MIX & MATERIALS	09/02/2022	Regular	\$ 1,254.38	57463
CARTER-WATERS	09/02/2022	Regular	\$ 300.00	57464
CONCO COMPANIES	09/02/2022	Regular	\$ 522.35	57465
CREATOR DESIGNS	09/02/2022	Regular	\$ 3,094.75	57466
DENNIS OIL CO	09/02/2022	Regular	\$ 116.70	57467
ED M FELD EQUIPMENT CO., INC	09/02/2022	Regular	\$ 1,028.90	57468
EQUIPMENT SHARE	09/02/2022	Regular	\$ 1,073.23	57469
EWING CONCRETE MATERIALS LLC	09/02/2022	Regular	\$ 3,053.39	57470
FASTENAL COMPANY	09/02/2022	Regular	\$ 516.68	57471
GARY KRTEK	09/02/2022	Regular	\$ 4,975.00	57472
GOEDECKE COMPANY INC	09/02/2022	Regular	\$ 572.50	57473
HAWKINS	09/02/2022	Regular	\$ 40.00	57474
JAYDEN MAYFIELD	09/02/2022	Regular	\$ 70.00	57475
JOHNSTONE SUPPLY	09/02/2022	Regular	\$ 529.95	57476
K & M OFFICE PRODUCTS	09/02/2022	Regular	\$ 69.99	57477
KEN COLLINS	09/02/2022	Regular	\$ 105.00	57478
MARY MARTIN	09/02/2022	Regular	\$ 105.00	57479
MARY SULLIVAN	09/02/2022	Regular	\$ 210.00	57480
MFA OIL Co	09/02/2022	Regular	\$ 804.82	57481
MO VOCATIONAL ENTERPRISES	09/02/2022	Regular	\$ 97.73	57482
NAEGLER OIL INC	09/02/2022	Regular	\$ 29,475.30	57483
OZARKS COCA-COLA/DR PEPPER BOTTLING CO	09/02/2022	Regular	\$ 610.26	57484
PEOPLE CENTRIC CONSULTING GROUP	09/02/2022	Regular	\$ 4,000.00	57485
PHILLIPS MEDIA GROUP	09/02/2022	Regular	\$ 124.20	57486
POLK COUNTY ELECTRIC INC	09/02/2022	Regular	\$ 325.50	57487
POLK COUNTY HOUSE OF HOPE	09/02/2022	Regular	\$ 64.00	57488
POLK COUNTY TREASURER	09/02/2022	Regular	\$ 64.00	57489
QUALITY FIRE ALARM	09/02/2022	Regular	\$ 690.00	57490
SMITH PAPER & JANITOR SUPPLY CO INC	09/02/2022	Regular	\$ 524.92	57491
TODD SCHRADER	09/02/2022	Regular	\$ 128.70	57492
U.S. ENGINEERING COMPANY	09/02/2022	Regular	\$ 1,463.68	57493
ADVANCED HIGHWAY SIGN AND SUPPLY LLC	09/02/2022	Regular	\$ 391.00	57494
ALLGEIER, MARTIN AND ASSOCIATES, INC.	09/09/2022	Regular	\$ 5,708.50	57495
ANNA ELIZABETH BANDY	09/09/2022	Regular	\$ 400.00	57496
APAC	09/09/2022	Regular	\$ 6,851.03	57497
B&B WRECKER SERVICE LLC	09/09/2022	Regular	\$ 155.00	57498
BOLIVAR READY MIX & MATERIALS	09/09/2022	Regular	\$ 12,311.46	57499
BROOKE SNEED	09/09/2022	Regular	\$ 220.00	57500
CHARLA LEAR	09/09/2022	Regular	\$ 220.00	57501
CHOATE, LINDA	09/09/2022	Regular	\$ 41.25	57502
CLINT WEBB'S BACKHOE SERVICE	09/09/2022	Regular	\$ 2,200.00	57503
CONCO COMPANIES	09/09/2022	Regular	\$ 1,015.71	57504
DOUGLAS HAUN & HEIDEMAN PC	09/09/2022	Regular	\$ 7,500.00	57505
EBD LLC Teladoc	09/09/2022	Regular	\$ 336.00	57506
EVA MARIA KALLENBACK	09/09/2022	Regular	\$ 200.00	57507
FIRE MASTER FIRE EQUIPMENT, INC	09/09/2022	Regular	\$ 2,337.94	57508

Monthly Check Report

Date Range: 09/01/2022 - 09/30/2022

Vendor Name	Payment Date	Payment Type	Payment Amount	Number
JAIMEE LEIGH RHODES	09/09/2022	Regular	\$ 160.00	57509
JMARK BUSINESS SOLUTIONS, INC	09/09/2022	Regular	\$ 9,908.72	57510
JOHNSON CONTROLS FIRE PROTECTION LP	09/09/2022	Regular	\$ 1,679.00	57511
KATIE M ADAMS	09/09/2022	Regular	\$ 160.00	57512
LARRY JAMES HAMBY	09/09/2022	Regular	\$ 1,215.00	57513
LARRY WHITE	09/09/2022	Regular	\$ 120.00	57514
POLK COUNTY ELECTRIC INC	09/09/2022	Regular	\$ 109.85	57515
POLK COUNTY HOUSE OF HOPE	09/09/2022	Regular	\$ 42.00	57516
POLK COUNTY RECORDER	09/09/2022	Regular	\$ 157.00	57517
POLK COUNTY TREASURER	09/09/2022	Regular	\$ 44.00	57518
PRAIRIE FIRE COFFEE ROASTERS	09/09/2022	Regular	\$ 66.90	57519
SERVICE ORIENTED AVIATION READINESS (S.O.	09/09/2022	Regular	\$ 10,450.05	57520
SMITH PAPER & JANITOR SUPPLY CO INC	09/09/2022	Regular	\$ 267.25	57521
STEPHANIE MCGATHA	09/09/2022	Regular	\$ 100.00	57522
TERRI NOLAND	09/09/2022	Regular	\$ 140.00	57523
WEST, CAROL	09/09/2022	Regular	\$ 46.25	57524
ALLGEIER, MARTIN AND ASSOCIATES, INC.	09/13/2022	Regular	\$ 207.70	57525
ANIMAL CARE CLINIC OF BOLIVAR/ LEVIN ROW	09/16/2022	Regular	\$ 324.50	57526
APAC	09/16/2022	Regular	\$ 1,716.41	57527
CFS CONSOLIDATED FLEET SERVICES	09/16/2022	Regular	\$ 1,766.00	57528
CHARLES KEITH	09/16/2022	Regular	\$ 38.75	57529
CONCO COMPANIES	09/16/2022	Regular	\$ 98.03	57530
CROWN PRODUCTS INC	09/16/2022	Regular	\$ 190.99	57531
DINGES PARTNERS GROUP LLC	09/16/2022	Regular	\$ 209.20	57532
DOKE PROPANE INC	09/16/2022	Regular	\$ 1,492.09	57533
ED M FELD EQUIPMENT CO., INC	09/16/2022	Regular	\$ 2,650.30	57534
EQUIPMENT SHARE	09/16/2022	Regular	\$ 734.81	57535
EWING CONCRETE MATERIALS LLC	09/16/2022	Regular	\$ 2,303.76	57536
HAWKINS	09/16/2022	Regular	\$ 1,986.17	57537
HOOD'S MACHINE & WELDING	09/16/2022	Regular	\$ 20.00	57538
MFA OIL Co	09/16/2022	Regular	\$ 5,906.30	57539
MO STATE HIGHWAY PATROL FLEET & FACILIT	09/16/2022	Regular	\$ 53,700.00	57540
NRROUTE ENTERPRISES LLC	09/16/2022	Regular	\$ 169,000.00	57541
NRROUTE ENTERPRISES LLC	09/16/2022	Regular	\$ 7,250.00	57542
OZARKS COCA-COLA/DR PEPPER BOTTLING CO	09/16/2022	Regular	\$ 107.68	57543
PIONEER ATHLETICS	09/16/2022	Regular	\$ 691.12	57544
PRAIRIE FIRE COFFEE ROASTERS	09/16/2022	Regular	\$ 133.80	57545
PRECISION SMALL ENGINE	09/16/2022	Regular	\$ 37.00	57546
REPUBLIC SERVICES OF THE OZARKS-ALLIED SE	09/16/2022	Regular	\$ 173.33	57547
SENTINEL EMERGENCY SOLUTIONS	09/16/2022	Regular	\$ 110.00	57548
SHULER LAND SURVEYING, LLC.	09/16/2022	Regular	\$ 150.00	57549
SUPERIOR PRODUCTS	09/16/2022	Regular	\$ 7.50	57550
TYLER TECHNOLOGIES	09/16/2022	Regular	\$ 1,272.00	57551
21ST CENTURY PEACEKEEPERS	09/23/2022	Regular	\$ 425.00	57552
ALLISON MORGAN	09/23/2022	Regular	\$ 75.00	57553
AMANDA HANCOCK	09/23/2022	Regular	\$ 45.00	57554
AMANY SALIB	09/23/2022	Regular	\$ 53.00	57555
AMERICAN WATER TREATMENT INC	09/23/2022	Regular	\$ 137.20	57556
ANNA HARPSTER	09/23/2022	Regular	\$ 50.00	57557
APAC	09/23/2022	Regular	\$ 259.08	57558
ASA SCHOLTEN	09/23/2022	Regular	\$ 75.00	57559
ASHLYNNE KIRKSEY	09/23/2022	Regular	\$ 75.00	57560
AUBREY COLLINS	09/23/2022	Regular	\$ 75.00	57561
BOLIVAR FARMERS EXCHANGE	09/23/2022	Regular	\$ 524.52	57562
BOUND TREE MEDICAL, LLC.	09/23/2022	Regular	\$ 409.75	57563
BRADLEY COLE	09/23/2022	Regular	\$ 75.00	57564
CAEL MCCULLAH	09/23/2022	Regular	\$ 75.00	57565
CARSYN TURNER	09/23/2022	Regular	\$ 75.00	57566
CHOATE, LINDA	09/23/2022	Regular	\$ 37.50	57567
CONCO COMPANIES	09/23/2022	Regular	\$ 158.52	57568
CREATOR DESIGNS	09/23/2022	Regular	\$ 6,590.25	57569

Check Report

Date Range: 09/01/2022 - 09/30/2022

Vendor Name	Payment Date	Payment Type	Payment Amount	Number
CROWN PRODUCTS INC	09/23/2022	Regular	\$ 658.47	57570
DAVID HENDERSON	09/23/2022	Regular	\$ 45.00	57571
ELLIOTT EQUIPMENT CO	09/23/2022	Regular	\$ 606.82	57572
EMILY BOMMARITO	09/23/2022	Regular	\$ 20.00	57573
ERIC INGRAM JR	09/23/2022	Regular	\$ 105.00	57574
EVAN HENDRICKSON	09/23/2022	Regular	\$ 75.00	57575
EWING CONCRETE MATERIALS LLC	09/23/2022	Regular	\$ 869.38	57576
FRANKS UNIFORMS INC	09/23/2022	Regular	\$ 567.95	57577
GABE FOSTER	09/23/2022	Regular	\$ 75.00	57578
GAVIN CRAWFORD	09/23/2022	Regular	\$ 75.00	57579
GENERAL CODE LLC	09/23/2022	Regular	\$ 1,519.38	57580
HAWKINS	09/23/2022	Regular	\$ 30.00	57581
HELEN AUG	09/23/2022	Regular	\$ 75.00	57582
HILLYARD	09/23/2022	Regular	\$ 491.02	57583
ISAAC ESSARY	09/23/2022	Regular	\$ 75.00	57584
JAYDEN MAYFIELD	09/23/2022	Regular	\$ 280.00	57585
JENNIE YEARGAIN	09/23/2022	Regular	\$ 75.00	57586
JENNIFER WOODALL	09/23/2022	Regular	\$ 133.12	57587
JESSICA GRAHAM	09/23/2022	Regular	\$ 65.00	57588
JONATHAN BURDETTE	09/23/2022	Regular	\$ 75.00	57589
KARLI HOWELL	09/23/2022	Regular	\$ 75.00	57590
KYOO - BENNE BROADCASTING OF BOLIVAR, LI	09/23/2022	Regular	\$ 200.00	57591
KYRA PAYNE	09/23/2022	Regular	\$ 420.00	57592
LEIKEN WALKER	09/23/2022	Regular	\$ 75.00	57593
LISA STUBBS	09/23/2022	Regular	\$ 150.00	57594
MELEAH MURPHY	09/23/2022	Regular	\$ 45.00	57595
MICHAEL WALKER	09/23/2022	Regular	\$ 75.00	57596
MO POLICE CHIEFS CHARITABLE FOUNDATION	09/23/2022	Regular	\$ 4,750.00	57597
MURPHY TRACTOR & EQUIP CO INC	09/23/2022	Regular	\$ 1,067.44	57598
NAEGLER OIL INC	09/23/2022	Regular	\$ 30.00	57599
OLIVIA COX	09/23/2022	Regular	\$ 75.00	57600
OREILLY	09/23/2022	Regular	\$ 5.49	57601
OWEN CORNELL	09/23/2022	Regular	\$ 75.00	57602
OZARKS COCA-COLA/DR PEPPER BOTTLING CO	09/23/2022	Regular	\$ 143.84	57603
PAIGE DUTCHER	09/23/2022	Regular	\$ 25.00	57604
PETTY CASH-	09/23/2022	Regular	\$ 155.31	57605
PHILLIPS MEDIA GROUP	09/23/2022	Regular	\$ 189.00	57606
PLAY IT AGAIN SPORTS	09/23/2022	Regular	\$ 441.88	57607
QUINCY JENSEN	09/23/2022	Regular	\$ 75.00	57608
RAEGAN TAYLOR	09/23/2022	Regular	\$ 75.00	57609
REBECCA HARLESS	09/23/2022	Regular	\$ 75.00	57610
REESE MOORE	09/23/2022	Regular	\$ 75.00	57611
SAM PULSIPHER	09/23/2022	Regular	\$ 75.00	57612
SETH MARTIN	09/23/2022	Regular	\$ 75.00	57613
SIDNEY BATTEN	09/23/2022	Regular	\$ 75.00	57614
SMITH PAPER & JANITOR SUPPLY CO INC	09/23/2022	Regular	\$ 435.84	57615
SOLOMAN MANIS	09/23/2022	Regular	\$ 75.00	57616
TIMOTHY SCHROPE	09/23/2022	Regular	\$ 465.00	57617
TUBY BUNN	09/23/2022	Regular	\$ 75.00	57618
TUMBLES GYMNASTICS AND CHEER LLC	09/23/2022	Regular	\$ 120.00	57619
TYLER BUSINESS FORMS	09/23/2022	Regular	\$ 480.97	57620
TYLER GOATLEY	09/23/2022	Regular	\$ 75.00	57621
TYLER KNIGHT	09/23/2022	Regular	\$ 75.00	57622
BERT'S AUTO BODY LLC	09/27/2022	Regular	\$ 3,101.50	57623
ACUSHNET COMPANY	09/30/2022	Regular	\$ 81.46	57624
ANNA ELIZABETH BANDY	09/30/2022	Regular	\$ 120.00	57625
ASHTYNN RUSSELL	09/30/2022	Regular	\$ 160.00	57626
BARON PSYCHOLOGY, LLC	09/30/2022	Regular	\$ 500.00	57627
BOLIVAR OFFICE EXPRESS/ LOIS COFFEY	09/30/2022	Regular	\$ 32.97	57628
BREANNA HOYT	09/30/2022	Regular	\$ 40.00	57629
BROOKE SNEED	09/30/2022	Regular	\$ 140.00	57630

My Check Report

Date Range: 09/01/2022 - 09/30/2022

Vendor Name	Payment Date	Payment Type	Payment Amount	Number
CHARLA LEAR	09/30/2022	Regular	\$ 160.00	57631
CONCO COMPANIES	09/30/2022	Regular	\$ 1,890.00	57632
DENNIS OIL CO	09/30/2022	Regular	\$ 303.10	57633
DOKE PROPANE INC	09/30/2022	Regular	\$ 586.40	57634
ERIC INGRAM JR	09/30/2022	Regular	\$ 70.00	57635
EVA MARIA KALLENBACK	09/30/2022	Regular	\$ 100.00	57636
FREDA CHISM	09/30/2022	Regular	\$ 112.00	57637
GARRETSON TRASH SERVICE LLC	09/30/2022	Regular	\$ 1,525.00	57638
JAIMEE LEIGH RHODES	09/30/2022	Regular	\$ 140.00	57639
JAYDEN MAYFIELD	09/30/2022	Regular	\$ 70.00	57640
KATIE M ADAMS	09/30/2022	Regular	\$ 80.00	57641
KYRA PAYNE	09/30/2022	Regular	\$ 200.00	57642
LARRY WHITE	09/30/2022	Regular	\$ 80.00	57643
MASON WILSON	09/30/2022	Regular	\$ 105.00	57644
QUALITY FIRE ALARM	09/30/2022	Regular	\$ 595.75	57645
SMITH PAPER & JANITOR SUPPLY CO INC	09/30/2022	Regular	\$ 693.04	57646
STEPHANIE MCGATHA	09/30/2022	Regular	\$ 20.00	57647
TERRI NOLAND	09/30/2022	Regular	\$ 120.00	57648
TIMOTHY SCHROPE	09/30/2022	Regular	\$ 270.00	57649
TYLER TECHNOLOGIES	09/30/2022	Regular	\$ 1,792.00	57650
MO DEPT OF REVENUE	09/02/2022	Bank Draft	\$ 4,232.50	DFT0004012
TASC- FLEX	09/02/2022	Bank Draft	\$ 2,271.93	DFT0004014
BOSTON MUTUAL	09/02/2022	Bank Draft	\$ 68.22	DFT0004015
Empower Retirement	09/07/2022	Bank Draft	\$ 359.22	DFT0004016
COMMERCE BANK- (941)	09/02/2022	Bank Draft	\$ 34,477.41	DFT0004017
WINDSTREAM	09/06/2022	Bank Draft	\$ 117.80	DFT0004019
WON COMMUNICATIONS	09/01/2022	Bank Draft	\$ 55.00	DFT0004020
SOUTHWEST ELECTRIC COOP	09/12/2022	Bank Draft	\$ 107.00	DFT0004021
VERIZON WIRELESS	09/13/2022	Bank Draft	\$ 3,179.09	DFT0004022
LIBERTY	09/15/2022	Bank Draft	\$ 45,229.89	DFT0004023
JMARK BUSINESS SOLUTIONS, INC	09/20/2022	Bank Draft	\$ 11,165.78	DFT0004024
BUG ZERO	09/09/2022	Bank Draft	\$ 147.00	DFT0004025
VOID	09/15/2022	Bank Draft	\$ -	DFT0004027
EPMG SERVICES GROUP LLC	09/15/2022	Bank Draft	\$ 585.00	DFT0004032
CINTAS CORP #569	09/08/2022	Bank Draft	\$ 619.92	DFT0004039
CINTAS CORP #569	09/08/2022	Bank Draft	\$ 266.76	DFT0004040
CINTAS CORP #569	09/08/2022	Bank Draft	\$ 80.00	DFT0004041
MO DEPT OF REVENUE	09/20/2022	Bank Draft	\$ 268.60	DFT0004042
MO DEPT OF REVENUE	09/19/2022	Bank Draft	\$ 4,131.50	DFT0004049
COMMERCE BANK- (941)	09/16/2022	Bank Draft	\$ 33,814.73	DFT0004050
THE GUARDIAN LIFE INS CO. OF AMERICA	09/06/2022	Bank Draft	\$ 4,462.12	DFT0004051
ANTHEM BLUE CROSS/BLUE SHIELD	09/06/2022	Bank Draft	\$ 48,839.94	DFT0004052
MO LAGERS	09/09/2022	Bank Draft	\$ 30,769.35	DFT0004053
MUTUAL OF OMAHA	09/06/2022	Bank Draft	\$ 3,670.86	DFT0004054
WEX BANK/WRIGHT EXPRESS	09/07/2022	Bank Draft	\$ 8,328.08	DFT0004058
CANON	09/12/2022	Bank Draft	\$ 1,689.59	DFT0004059
POSTMASTER	09/23/2022	Bank Draft	\$ 500.00	DFT0004060
WINDSTREAM	09/27/2022	Bank Draft	\$ 175.98	DFT0004061
TASC- FLEX	09/19/2022	Bank Draft	\$ 2,271.93	DFT0004063
MASA	09/19/2022	Bank Draft	\$ 1,148.00	DFT0004064

CITY OF BOLIVAR
Sales Tax 2022

* Revenues not in yet before meeting date

DESCRIPTION	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	Jun-22	July 2022	Aug 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022	YTD 2022
General - 200	\$260,751.75	\$302,917.50	\$262,935.10	\$287,094.29	\$ 290,559.39	\$304,265.97	\$308,928.87	\$331,184.98	\$338,391.94				\$2,687,029.79
Airport - 202 - 11%	\$10,919.41	\$13,117.02	\$11,016.90	\$11,150.38	\$ 12,565.25	\$12,880.38	\$13,396.47	\$13,442.25	\$14,483.34				\$112,971.40
Fire - 222	\$49,633.64	\$59,622.55	\$50,076.81	\$50,683.63	\$ 57,114.68	\$58,547.13	\$60,892.83	\$61,101.33	\$65,833.26				\$513,505.86
Parks - 246	\$49,630.33	\$59,619.26	\$50,073.48	\$50,680.32	\$ 57,110.69	\$58,543.82	\$60,889.51	\$61,098.01	\$65,829.93				\$513,475.35
Transportation - 202 - 89%	\$88,347.94	\$106,128.66	\$89,136.78	\$90,216.68	\$ 101,664.30	\$104,213.94	\$108,389.54	\$108,759.95	\$117,183.38				\$914,041.17
Vehicle - Sales Tax	\$8,058.81	\$7,191.21	\$5,660.00	\$10,135.39	\$ 8,716.72	\$8,502.28	\$9,444.30	\$9,380.56	\$29,300.24				\$96,389.51
Fuel - Tax	\$25,071.78	\$27,699.93	\$23,899.70	\$20,626.50	\$ 28,045.42	\$26,238.46	\$27,967.94	\$27,097.55	\$29,300.24				\$235,947.52
Vehicle Fee	\$4,180.86	\$3,792.60	\$3,311.22	\$4,914.53	\$ 4,509.43	\$4,483.23	\$4,161.29	\$3,437.71	\$4,899.55				\$37,690.42
Capital Improvement - 204	\$52,502.66	\$60,769.40	\$52,654.93	\$57,436.67	\$ 58,127.06	\$60,897.26	\$61,751.05	\$66,288.83	\$67,717.64				\$538,145.50
TOTAL	\$549,097.18	\$640,858.13	\$548,764.92	\$582,938.39	\$ 618,412.94	\$638,572.47	\$655,821.80	\$681,791.17	\$732,939.52	\$0.00	\$0.00	\$0.00	\$5,649,196.52

AIRPORT REPORT – October 2022

Operations: Concerning the day-to-day activities S.O.A.R. logged 138.75 hours for the month of **September**, including 85.75 hours for grounds maintenance. A detailed timesheet has been turned in to the City Clerk.

Airfield Inspections: No airfield issues were reported in **September**.

Hangars: For the month of **September**, all T-hangars remain leased. We continue to have a wait list of folks interested in leasing a hangar. There are no known hangar issues.

Fuel System: No user reported fuel issues over the last month. The Dispenser Handle is finicky but has not acted up lately.

Fuel Sales: S.O.A.R. generated **September** fuel invoice statements from the Fuel Master software and submitted to City Hall to send out fuel customer invoices. Fuel sales were up 3,277 gallons over last month. Sales were up 1,799 gallons for the same period last year. Summary fuel sales information for **September** is included in **Appendix 1**.

Wildlife: Normal wildlife activity and sightings.

Airport Projects: Working towards a grass strip is still a priority. 24x7 Pilot Lounge work has been delayed due to other priorities but still on the docket. Still have brush to clear along east side of runway as identified by MoDOT.

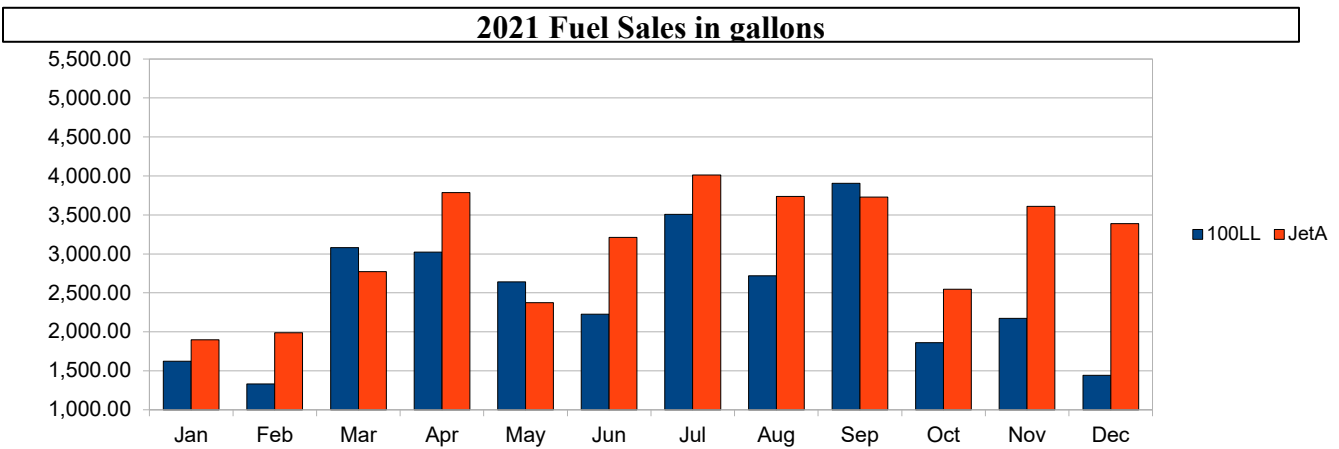
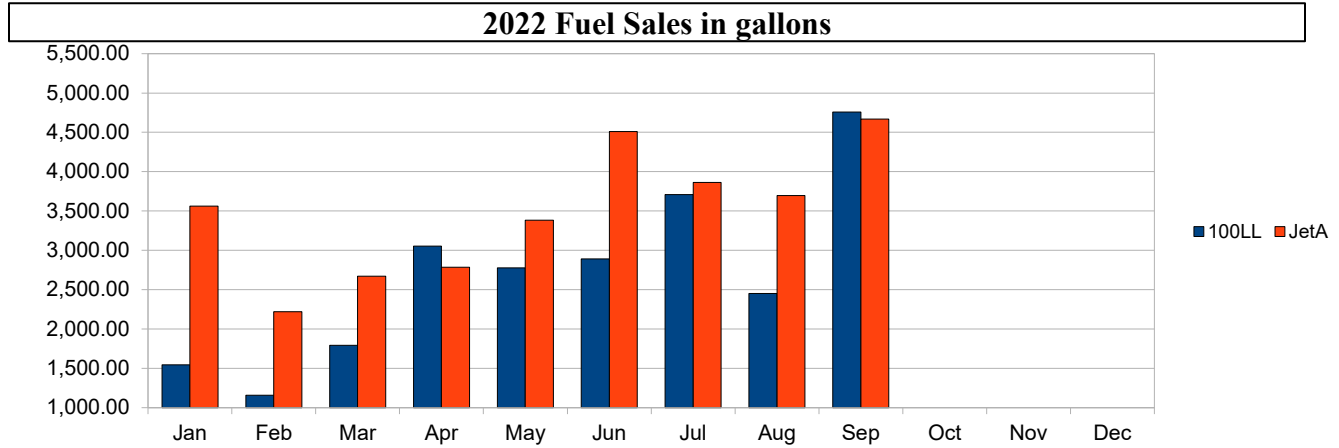
Appendix 1 - Fuel Sales

Appendix 2 - Hangar Rentals (Reported by City Hall)

Report respectfully submitted by:

Kerrick Tweedy, Executive Director
Service Oriented Aviation Readiness (S.O.A.R.)

Airport Report – October 2022
Appendix 1 – Fuel Sales for September 2022



Date	Activity	Time	Name	Category
09/01/22	Opening	0.75	Phillip	General
09/01/22	Fuel - Beginning of Month Checks	1.00	Phillip	Fuel
09/01/22	Fuel Sumps	0.75	Phillip	Fuel
09/01/22	Monthly Reports (Council, Fuel, Hours)	3.00	Kerrick	General
09/01/22	Mowing	2.00	Bo	Mowing
09/01/22	Mowing	2.25	Eddie	Mowing
09/01/22	Mowing	2.75	Tom	Mowing
09/02/22	Opening	0.75	Josh	General
09/02/22	Fuel Sumps	0.75	Josh	Fuel
09/02/22	Mowing	1.75	Tom	Mowing
09/03/22	Opening	0.75	Madeline	General
09/03/22	Fuel Sumps	0.75	Madeline	Fuel
09/03/22	Mowing	2.75	Bo	Mowing
09/04/22	Opening	0.75	Madeline	General
09/04/22	Fuel Sumps	0.75	Madeline	Fuel
09/05/22	Opening	0.75	Madeline	General
09/05/22	Fuel Sumps	0.75	Madeline	Fuel
09/06/22	Opening	0.75	Josh	General
09/06/22	Fuel Sumps	0.75	Josh	Fuel
09/06/22	Mowing	2.75	Tom	Mowing
09/07/22	Opening	0.75	Madeline	General
09/07/22	Fuel Sumps	0.75	Madeline	Fuel
09/08/22	Opening	0.75	Bailey	General
09/08/22	Fuel Sumps	0.75	Bailey	Fuel
09/08/22	Mowing	2.00	Bo	Mowing
09/08/22	Mowing	6.75	Tom	Mowing
09/09/22	Opening	0.75	Josh	General
09/09/22	Fuel Sumps	0.75	Josh	Fuel
09/09/22	Mowing	1.75	Tom	Mowing
09/10/22	Opening	0.75	Kerrick	General
09/10/22	Fuel Sumps	0.75	Kerrick	Fuel
09/10/22	Mowing	3.25	Eddie	Mowing
09/11/22	Opening	0.75	Kerrick	General
09/11/22	Fuel Sumps	0.75	Kerrick	Fuel
09/12/22	Opening	0.75	Madeline	General
09/12/22	Fuel Sumps	0.75	Madeline	Fuel
09/12/22	Mowing	2.75	Tom	Mowing
09/13/22	Opening	0.75	Bailey	General
09/13/22	Fuel Sumps	0.75	Bailey	Fuel
09/13/22	Mowing	1.75	Bo	Mowing
09/13/22	Mowing	1.75	Tom	Mowing
09/13/22	Mowing	0.75	Tom	Mowing
09/14/22	Opening	0.75	Madeline	General
09/14/22	Fuel Sumps	0.75	Madeline	Fuel
09/15/22	Opening	0.75	Josh	General
09/15/22	Fuel Sumps	0.75	Josh	Fuel
09/15/22	Mowing	2.00	Bo	Mowing
09/15/22	Mowing	2.75	Tom	Mowing
09/16/22	Opening	0.75	Bailey	General
09/16/22	Fuel - Monthly Fuel Invoices	1.00	Pam	Fuel
09/16/22	Fuel Sumps	0.75	Bailey	Fuel
09/16/22	Mowing	4.50	Tom	Mowing
09/17/22	Opening	0.75	Phillip	General
09/17/22	Fuel Sumps	0.75	Phillip	Fuel
09/17/22	Mowing	3.50	Eddie	Mowing
09/18/22	Opening	0.75	Phillip	General
09/18/22	Fuel Sumps	0.75	Phillip	Fuel
09/19/22	Opening	0.75	Madeline	General
09/19/22	Fuel Sumps	0.75	Madeline	Fuel
09/19/22	Lighting - Runway	1.00	Josh/Madeline	Lighting
09/19/22	Mowing	2.75	Tom	Mowing
09/20/22	Opening	0.75	Bailey	General
09/20/22	Fuel Sumps	0.75	Bailey	Fuel
09/20/22	Mowing	1.75	Bo	Mowing
09/21/22	Opening	0.75	Madeline	General
09/21/22	Fuel - Stick Tanks	1.00	Phil	Fuel
09/21/22	Fuel Sumps	0.75	Madeline	Fuel
09/21/22	Mowing	3.75	Tom	Mowing
09/22/22	Opening	0.75	Bailey	General
09/22/22	Fuel Sumps	0.75	Bailey	Fuel
09/22/22	Mowing	2.50	Tom	Mowing
09/23/22	Opening	0.75	Josh	General
09/23/22	Fuel Delivery - 100LL	1.00	Phillip	Fuel
09/23/22	Fuel Sumps	0.75	Josh	Fuel
09/23/22	Mowing	1.00	Tom	Mowing
09/23/22	Mowing	2.50	Tom	Mowing
09/24/22	Opening	0.75	Bailey	General
09/24/22	Fuel Sumps	0.75	Bailey	Fuel
09/24/22	Mowing	4.25	Bo	Mowing
09/24/22	Mowing	3.00	Eddie	Mowing
09/25/22	Opening	0.75	Bailey	General
09/25/22	Fuel Sumps	0.75	Bailey	Fuel
09/26/22	Opening	0.75	Josh	General
09/26/22	Fuel Sumps	0.75	Josh	Fuel
09/26/22	Mowing	1.50	Tom	Mowing
09/27/22	Opening	0.75	Bailey	General
09/27/22	Fuel Sumps	0.75	Bailey	Fuel
09/27/22	Mowing	2.25	Bo	Mowing
09/27/22	Mowing	2.75	Tom	Mowing
09/27/22	Mowing	1.25	Tom	Mowing
09/28/22	Opening	0.75	Madeline	General
09/28/22	Fuel Sumps	0.75	Madeline	Fuel
09/28/22	Mowing	2.00	Tom	Mowing
09/29/22	Opening	0.75	Josh	General
09/29/22	Fuel Sumps	0.75	Josh	Fuel
09/29/22	Mowing	1.25	Bo	Mowing
09/30/22	Opening	0.75	Bailey	General
09/30/22	Fuel Sumps	0.75	Bailey	Fuel
09/30/22	Mowing	1.75	Tom	Mowing
09/30/22	Mowing	3.75	Tom	Mowing

Total Hours
138.75

General	25.50	
Fuel Maintenance	26.50	
Mowing	85.75	
Snow Removal	0.00	
Lighting	1.00	
Insulation	0.00	Check Total
Total:	138.75	0.00

Opening
Runway inspection (including Lighting)
Hangar / Ramp inspection
24x7 bathroom
Download Fuel Master
Check fuel levels
Water Chlorine Test - Starting 12/17/12

Bolivar Municipal Airport

Bolivar, MO 65613

FUELMASTER TRANSACTION LISTING

TRANSACTIONS LISTED BY SITE ID

From Date: 9/1/2022
Time: 12:00:00AM

To Date: 9/30/2022
Time: 11:59:59PM

Page 1 of 1

Print Date: 10/3/2022 Time: 8:57:00AM

Transactions for SITE ID: 0001 Bolivar Municipal Airport

		<u>Quantity</u>
Summary for SITE ID : 0001	Total for 254 transactions	9,426.20

Product Summary for all Transactions

<u>Product</u>	<u>Description</u>	<u>Transactions</u>	<u>Quantity</u>
1	AVGAS 100LL	178	4,758.45GL
<u>Product</u>	<u>Description</u>	<u>Transactions</u>	<u>Quantity</u>
2	JetA	76	4,667.75GL
Total Product Summary:		254	9,426.20

Hose Summary for all Transactions

Hose Summary for Site: 0001

<u>Site ID</u>	<u>Hose</u>	<u>Grade</u>	<u>Transactions</u>	<u>Quantity</u>
0001	1	1	178	4,758.45GL
0001	2	1	76	4,667.75GL
Total for Site: 0001			254	9,426.20
Total Hose Summary for all sites			254	9,426.20

September 2022 Fuel Summary Report and Flow Fees

Fuel Sales	Total Dispensed	Maint. Gal.	Actual "Sold"
100 LL	4,758.45	0.44	4,758.01
JET A	4,667.75	1.11	4,666.64
	9,426.20	1.55	9,424.65

City Flow Fees		Occ. Rate	
100 LL PPG	City	\$0.10	\$475.80
JET A PPG	City	\$0.10	\$466.66
Earned	City	Total:	\$942.46

SOAR Payment

	Inventory [2A]	Inventory [2B]	Inventory [3A]	Inventory [3B]	Inventory [4A]	Inventory [4B]	Total Sold	City	SOAR
100 LL	\$53.73	\$0.00	\$1,037.44	\$2,316.73	\$244.88	\$0.00	\$3,652.78	\$475.80	\$3,176.98
JET A	\$0.00	\$0.00	\$242.04	\$0.00	\$860.50	\$5,829.68	\$6,932.22	\$466.66	\$6,465.56
Total								\$942.46	\$9,642.54

Hangar	Avail.	Avail this Mo.
Total:		0.00

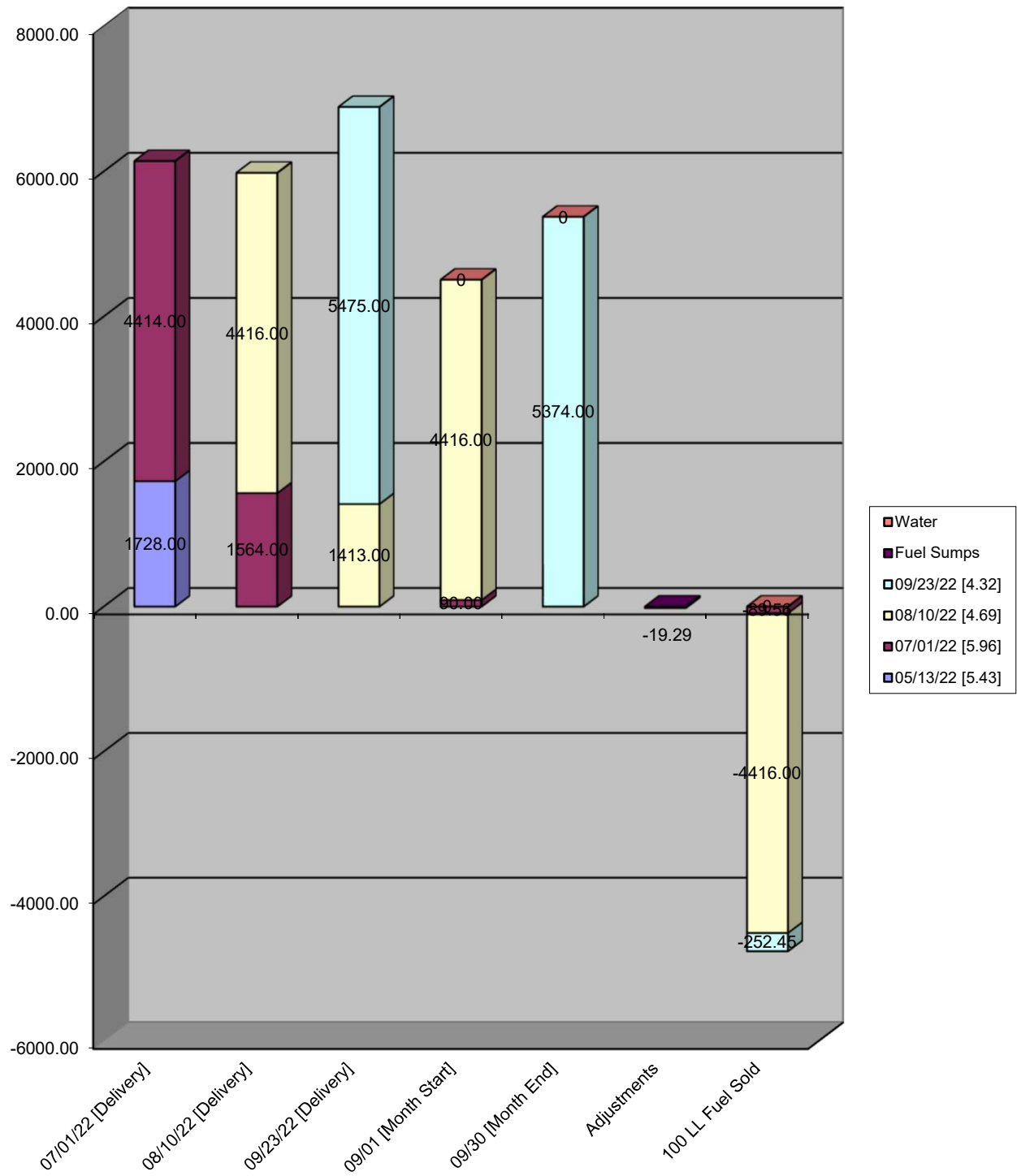
# Available	46	
Occupied	46.00	<-- (see above)
% Occupied	100.00%	

Flow Fee Rates	
< 75%	\$0.25
75%-84%	\$0.20
85%-94%	\$0.15
95% >	\$0.10

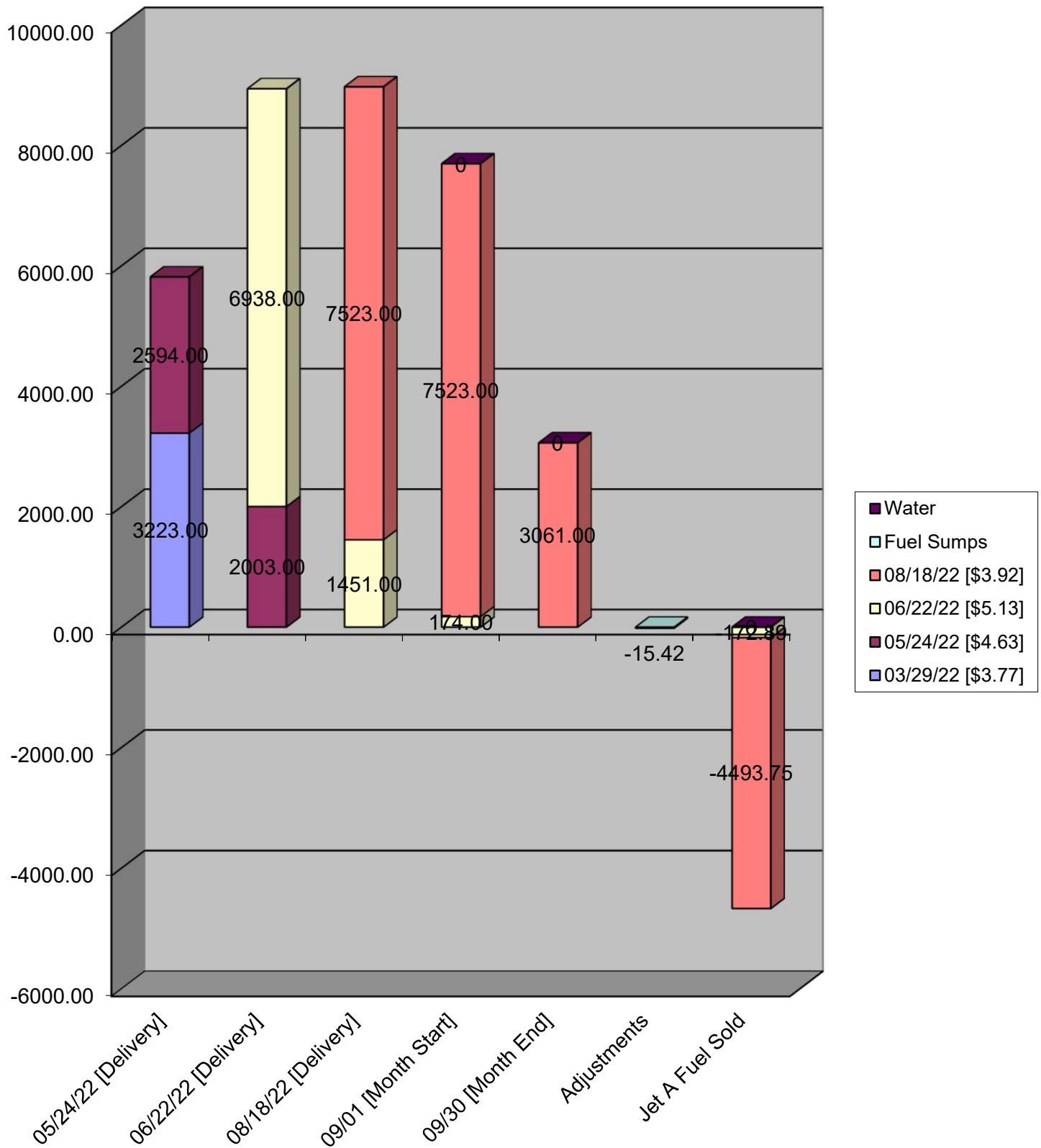
100 LL	07/01/22 [Delivery]	08/10/22 [Delivery]	09/23/22 [Delivery]	09/01 [Month Start]	09/30 [Month End]	Adjustments	100 LL Fuel Sold		
Type	Delivery	Delivery	Delivery	Start	End	Adjust	Sold		
Gal Purchased	4414.00	4416.00	5475.00						
Gal Before	1728.00	1564.00	1413.00	4506.00	5374.00		4758.01		
Gal After	6164.00	5842.00	6895.00						
Gal Difference	4436.00	4278.00	5482.00						
PPG	\$5.96	\$4.69	\$4.32					Different Pump Pricing	
Pump Price	\$6.56	\$5.29	\$4.92					Gallons per price point	
Inv 1	05/13/22 [5.43]								
Gallons	1728.00								
Cost	\$5.43								
Inv 2	07/01/22 [5.96]							Inv [2A]	Inv [2B]
Gallons	4414.00	1564.00		90.00			-89.56	-89.56	
Cost	\$5.96	\$5.96		\$5.96			\$5.96	\$6.56	
Inv 3	08/10/22 [4.69]							Inv [3A]	Inv [3B]
Gallons		4416.00	1413.00	4416.00			-4416.00	-554.78	-3861.22
Cost		\$4.69	\$4.69	\$4.69			\$4.69	\$6.56	\$5.29
Inv 4	09/23/22 [4.32]							Inv [4A]	Inv [4B]
Gallons			5475.00		5374.00		-252.45	-252.45	
Cost			\$4.32		\$4.32		\$4.32	\$5.29	
Sumps	Fuel Sumps								
Gallons						-19.29			
Cost									
Water	Water					0.00			
Gallons				Checksum	Checksum		Checksum		
Cost				0.00	0.00		0.00		

Jet A	05/24/22 [Delivery]	06/22/22 [Delivery]	08/18/22 [Delivery]	09/01 [Month Start]	09/30 [Month End]	Adjustments	Jet A Fuel Sold		
Type	Delivery	Delivery	Delivery	Start	End	Adjust	Sold		
Gal Purchased	2594.00	6938.00	7523.00						
Gal Before	3223.00	2003.00	1451.00	7697.00	3061.00		4666.64		
Gal After	5772.00	9043.00	8975.00						
Gal Difference	2549.00	7040.00	7524.00						
PPG	\$4.63	\$5.13	\$3.92					Different Pump Pricing	
Pump Price	\$6.09	\$6.53	\$5.32					Gallons per price point	
Inv 1	03/29/22 [\$3.77]								
Gallons	3223.00								
Cost	\$3.77								
Inv 2	05/24/22 [\$4.63]							Inv [2A]	Inv [2B]
Gallons	2594.00	2003.00							
Cost	\$4.63	\$4.63							
Inv 3	06/22/22 [\$5.13]							Inv [3A]	Inv [3B]
Gallons		6938.00	1451.00	174.00			-172.89	-172.89	
Cost		\$5.13	\$5.13	\$5.13			\$5.13	\$6.53	
Inv 4	08/18/22 [\$3.92]							Inv [4A]	Inv [4B]
Gallons			7523.00	7523.00	3061.00		-4493.75	-329.69	-4164.06
Cost			\$3.92	\$3.92	\$3.92		\$3.92	\$6.53	\$5.32
Sumps	Fuel Sumps								
Gallons						-15.42			
Cost									
Water	Water					0.00			
Gallons				Checksum	Checksum		Checksum		
Cost				0.00	0.00		0.00		

September 2022 - 100 LL



September 2022- JetA



September 2022 Fuel Summary Report and Flow Fees w/Checksum

Fuel Sales		Total Dispensed	Maint. Gal.	Actual "Sold"
	100 LL	4,758.45	0.44	4,758.01
	JET A	4,667.75	1.11	4,666.64
Total Gallons:		9,426.20	1.55	9,424.65

Flow Fees			
100 LL PPG	City	\$0.10	\$475.80
JET A PPG	City	\$0.10	\$466.66
Earned	City	Total:	\$942.46

SOAR Payment			
100 LL		\$3,176.97	
JET A		\$6,465.55	
Total		\$9,642.52	

Fuel Tanks / Usage

100 LL		Amount	PPG	Gal Before	Gal After	Gal Diff	07/01 Gal	08/10 Gal	09/23 Gal	Totals	Check Sum					
Purchase (2)	07/01/22	4,414.00	\$5.96	1,728.00	6164.00	4436.00										
Purchase (3)	08/10/22	4,416.00	\$4.69	1,564.00	5842.00	4278.00										
Purchase (4)	09/23/22	5,475.00	\$4.32	1,413.00	6895.00	5482.00										
Start	09/01/22	2,617.00					90.00	4416.00		4506.00	1889.00					
Month End	09/30/22	5,374.00							5374.00	5374.00	0.00	Collected	Cost	Difference	Pump Price	City Flow
Sold (2)	09/30/22	89.56					89.56			89.56	0.00	\$587.51	\$533.78	\$53.73	\$6.56	\$0.10
Sold (2)	09/30/22									0.00	0.00	\$0.00	\$0.00	\$0.00	\$6.56	\$0.10
Sold (3)	09/30/22	554.78						554.78		554.78	0.00	\$3,639.36	\$2,601.92	\$1,037.44	\$6.56	\$0.10
Sold (3)	09/30/22	3,861.22						3861.22		3861.22	0.00	\$20,425.85	\$18,109.12	\$2,316.73	\$5.29	\$0.10
Sold (4)	09/30/22	252.45							252.44	252.44	-0.01	\$1,335.41	\$1,090.54	\$244.87	\$5.29	\$0.10
Sold (4)	09/30/22									0.00	0.00	\$0.00	\$0.00	\$0.00	\$5.29	\$0.10
Sold (T)	09/30/22	4,758.01														\$5.19
						Collected	\$587.51	\$24,065.21	\$1,335.41	\$25,988.13	Check Sum					
						Cost	\$533.78	\$20,711.04	\$1,090.54	\$22,335.36	\$3,652.77	<--- Difference between Total Collected and Total Cost				
						Difference	\$53.73	\$3,354.17	\$244.87	\$3,652.77	\$0.00	<--- Compared to Total Diff and Individual Diff Totals				
						City	\$8.96	\$441.60	\$25.24	\$475.80	\$0.00	<--- Compared to City Flow Fees Above				
						SOAR	\$44.77	\$2,912.57	\$219.63	\$3,176.97	\$3,652.77	<--- Total of City and SOAR Amounts				

JET A		Amount	PPG	Gal Before	Gal After	Gal Diff	05/24 Gal	06/22 Gal	08/18 Gal	Totals	Check Sum					
Purchase (2)	05/24/22	2,594.00	\$4.63	3223.00	5772.00	2549.00										
Purchase (3)	06/22/22	6,938.00	\$5.13	2003.00	9043.00	7040.00										
Purchase (4)	08/18/22	7,523.00	\$3.92	1451.00	8975.00	7524.00										
Start	09/01/22	7,697.00						174.00	7523.00	7697.00	0.00					
Month End	09/30/22	3,061.00							3061.00	3061.00	0.00	Collected	Cost	Difference	Pump Price	City Flow
Sold (2)	09/30/22									0.00	0.00	\$0.00	\$0.00	\$0.00	\$5.17	\$0.10
Sold (2)	09/30/22									0.00	0.00	\$0.00	\$0.00	\$0.00	\$5.17	\$0.10
Sold (3)	09/30/22	172.89						172.89		172.89	0.00	\$1,128.97	\$886.93	\$242.04	\$6.53	\$0.10
Sold (3)	09/30/22									0.00	0.00	\$0.00	\$0.00	\$0.00	\$6.53	\$0.10
Sold (4)	09/30/22	329.69						329.69		329.69	0.00	\$2,152.88	\$1,292.38	\$860.50	\$6.53	\$0.10
Sold (4)	09/30/22	4,164.06						4164.06		4164.06	0.00	\$22,152.80	\$16,323.12	\$5,829.68	\$5.32	\$0.10
Sold (T)	09/30/22	4,666.64									0.00					\$5.22
						Collected	\$0.00	\$1,128.97	\$24,305.68	\$25,434.65	Check Sum					
						Cost	\$0.00	\$886.93	\$17,615.50	\$18,502.43	\$6,932.22	<--- Difference between Total Collected and Total Cost				
						Difference	\$0.00	\$242.04	\$6,690.18	\$6,932.22	\$0.00	<--- Compared to Total Diff and Individual Diff Totals				
						City	\$0.00	\$17.29	\$449.38	\$466.67	\$0.01	<--- Compared to City Flow Fees Above				
						SOAR	\$0.00	\$224.75	\$6,240.80	\$6,465.55	\$6,932.22	<--- Total of City and SOAR Amounts				

Airport Fuel Purchases

Date	Type	Gallons	Total	PPG	Gal Before	Gal After	Gal Diff	Pump	New Date	Markup
09/23/22	100LL	5,475	\$23,606.13	\$4.32	1,413	6,895	5,482	\$4.92	TBD	\$0.60
08/10/22	100LL	4,416	\$20,708.12	\$4.69	1,564	5,842	4,278	\$5.29	09/06/22	\$0.60
07/01/22	100LL	4,414	\$26,278.60	\$5.96	1,728	6,164	4,436	\$6.56	07/13/22	\$0.60
05/13/22	100LL	4,477	\$24,275.70	\$5.43	1,788	6,242	4,454	\$6.03	06/03/22	\$0.60
02/25/22	100LL	3,573	\$15,438.72	\$4.33	4,810	8,429	3,619	\$4.93	04/22/22	\$0.60
12/03/21	100LL	3,518	\$12,850.88	\$3.66	5,112	8,713	3,601	\$4.26	03/21/22	\$0.60
10/29/21	100LL	6,015	\$24,658.87	\$4.10	1,797	7,797	6,000	\$4.70	11/16/21	\$0.60
09/09/21	100LL	4,448	\$16,812.27	\$3.78	1,611	6,008	4,397	\$4.38	09/24/21	\$0.60
07/19/21	100LL	3,954	\$15,103.26	\$3.82	3,704	7,707	4,003	\$4.42	08/21/21	\$0.60
06/09/21	100LL	4,327	\$15,716.87	\$3.64	2,309	6,718	4,409	\$4.24	07/05/21	\$0.60
04/21/21	100LL	4,532	\$15,955.99	\$3.53	2,165	6,718	4,553	\$4.13	05/17/21	\$0.60
03/24/21	100LL	3,024	\$10,314.09	\$3.42	1,994	5,033	3,039	\$4.02	04/08/21	\$0.60
12/14/20	100LL	7,239	\$20,419.33	\$2.83	1,955	9,233	7,278	\$3.43	01/08/21	\$0.60
11/06/20	100LL	2,505	\$6,364.55	\$2.55	2,701	5,206	2,505	\$3.15	12/07/20	\$0.60
10/20/20	100LL	2,517	\$6,697.09	\$2.67	1,678	4,168	2,490	\$3.27	11/10/20	\$0.60
08/28/20	100LL	4,911	\$13,950.87	\$2.85	1,750	6,718	4,911	\$3.45	09/16/20	\$0.60
06/23/20	100LL	7,906	\$21,589.22	\$2.74	1,534	9,660	8,126	\$3.34	07/10/20	\$0.60
04/27/20	100LL	3,007	\$6,346.99	\$2.12	4,536	7,538	3,002	\$3.15	Blended	\$1.03
03/06/20	100LL	4,229	\$12,859.30	\$3.05	3,412	7,589	4,177	\$3.64	Blended	\$0.59
01/06/20	100LL	6,085	\$20,328.41	\$3.35	679	6,777	6,098	\$3.99	07/30/19	\$0.64
Date	Type	Gallons	Total	PPG	Gal Before	Gal After	Gal Diff	Pump	New Date	Markup
08/18/22	JETA	7,523	\$29,475.30	\$3.92	1,451	8,975	7,524	\$5.32	09/06/22	\$1.40
06/22/22	JETA	6,938	\$35,531.27	\$5.13	2,003	9,043	7,040	\$6.53	07/02/22	\$1.40
05/24/22	JETA	2,594	\$12,006.68	\$4.63	3,223	5,772	2,549	\$6.09	06/20/22	\$1.46
03/29/22	JETA	7,239	\$27,245.17	\$3.77	1,782	8,969	7,187	\$5.17	04/11/22	\$1.40
01/22/22	JETA	7,054	\$20,747.49	\$2.95	1,525	8,595	7,070	\$4.32	11/21/21	\$1.37
11/10/21	JETA	7,201	\$20,956.34	\$2.92	1,161	8,234	7,073	\$4.32	11/21/21	\$1.40
08/26/21	JETA	7,400	\$17,861.68	\$2.42	1,774	9,215	7,441	\$3.82	09/13/21	\$1.40
07/01/21	JETA	7,135	\$18,172.71	\$2.55	1,840	9,007	7,167	\$3.95	07/12/21	\$1.40
05/10/21	JETA	5,000	\$12,043.80	\$2.41	1,916	6,846	4,930	\$3.81	05/28/21	\$1.40
03/01/21	JETA	7,102	\$16,535.46	\$2.33	1,925	8,961	7,036	\$3.73	03/22/21	\$1.40
12/21/20	JETA	5,056	\$9,887.31	\$1.96	1,400	6,456	5,056	\$3.36	01/08/21	\$1.40
10/09/20	JETA	7,565	\$12,491.48	\$1.66	1,440	9,028	7,588	\$3.06	11/03/20	\$1.40
09/04/20	JETA	2,979	\$5,196.70	\$1.75	2,143	4,997	2,854	\$3.17	07/29/20	\$1.42
07/24/20	JETA	7,523	\$13,291.49	\$1.77	297	7,583	7,523	\$3.17	07/29/20	\$1.40
05/21/20	JETA	7,529	\$8,214.74	\$1.10	1,657	9,366	7,529	\$2.50	06/05/20	\$1.40
02/03/20	JETA	7,550	\$18,288.23	\$2.43	1,633	9,443	7,810	\$3.81	03/19/19	\$1.38

Bolivar Municipal Airport

Bolivar, MO 65613

FUELMASTER TRANSACTION LISTING

TRANSACTIONS LISTED BY Aircraft ID

From Date: 9/1/2022
Time: 12:00:00AM

To Date: 9/30/2022
Time: 11:59:59PM

Page 1 of 1

Print Date: 10/3/2022 Time: 8:58:49AM

Transactions for Aircraft ID: FUELMANT City Fuel Maintenance

			<u>Quantity</u>
Summary for : FUELMANT	City Fuel Maintenance	Total for 2 transactions	1.54

			<u>Quantity</u>
Summary for Aircraft ID : FUELMANT		Total for 2 transactions	1.54

Product Summary for all Transactions

<u>Product</u>	<u>Description</u>	<u>Transactions</u>	<u>Quantity</u>
1	AVGAS 100LL	1	0.44GL
<u>Product</u>	<u>Description</u>	<u>Transactions</u>	<u>Quantity</u>
2	JetA	1	1.11GL
Total Product Summary:		2	1.54

Hose Summary for all Transactions

Hose Summary for Site: 0001

<u>Site ID</u>	<u>Hose</u>	<u>Grade</u>	<u>Transactions</u>	<u>Quantity</u>
0001	1	1	1	0.44GL
0001	2	1	1	1.11GL
Total for Site: 0001			2	1.54
Total Hose Summary for all sites			2	1.54



345 S. Main Ave, PO Box 9, • Bolivar, Missouri 65613

Telephone (417)326-2489 • Fax (417) 777-3212

www.bolivar.mo.us

B U S I N E S S L I C E N S E L I S T
ORIGINATION DATES: 9/01/2022 TO 9/30/2022

PAGE: 1

ID	CODE	NAME	MAILING ADDRESS	PROPERTY ADDRESS
1956	BUS B 00	PREMIER PROPERTY, LLC	TROY HAKE 5601 ALGOA RD JEFFERSON CITY, MO 65101	
1957	BUS A	SOCKS, SWEETS AND STUFF	ROHRBACH SERVICES CORP DBA 302 W JACKSON C BOLIVAR, MO 65613	
1958	BUS B 00	GUTTER MAKERS LLC	TROY NELSON 5987 MANCHESTER ROAD NEW FRANKLIN, OH 44319	
1959	BUS A	HARPER CONSTRUCTION LLC	DREW HARPER 880 REDEL PLACE BOLIVAR, MO 65613	
1960	BUS B	J.R. MECHANICAL	RICHARD LAYTON JR 21024 E HIGHWAY H FAIR PLAY, MO 65649	
1961	BUS B	WHERE DREAMS COME TRUE	PETTING ZOO & PONY RIDES LLC 5254 S 95TH RD MORRISVILLE, MO 65710	
1962	BUS B 00	SOUTH BARNES MASONRY INC	1256 S BARNES AVE SPRINGFIELD, MO 65808	
1963	BUS A	BOLIVAR MOTORS LLC	1199 NORTH SHA REE LANE BOLIVAR, MO 65613	530 S ALBANY AVE
1964	BUS B 00	NORTHSTAR CONSTRUCTION	PO BOX 326 OZARK, MO 65721	
1965	BUS A	PENNY PINCHERS, LLC	120 N SPRINGFIELD AVE BOLIVAR, MO 65613	
1966	BUS A	PRIMA BROWS	116 S SPRINGFIELD AVE BOLIVAR, MO 65613	
1967	BUS B 00	GEORGE'S PLUMBING	P O BOX 104325 JEFFERSON CITY, MO 65110	
TOTAL LICENSES:		12		

10/07/2022 9:03 AM

D E L I N Q U E N T - B U S I N E S S L I C E N S E L I S T

SORTED BY: LICENSE NUMBER

PAID STATUS: UNPAID

EFFECTIVE DATES: 7/01/2022 TO 6/30/2023

ID	CODE	NAME
TOTAL BUS A LICENSES: 63		
TOTAL BUS B LICENSES: 54		
TOTAL LICENSES: 117		



Bolivar City Fire Department

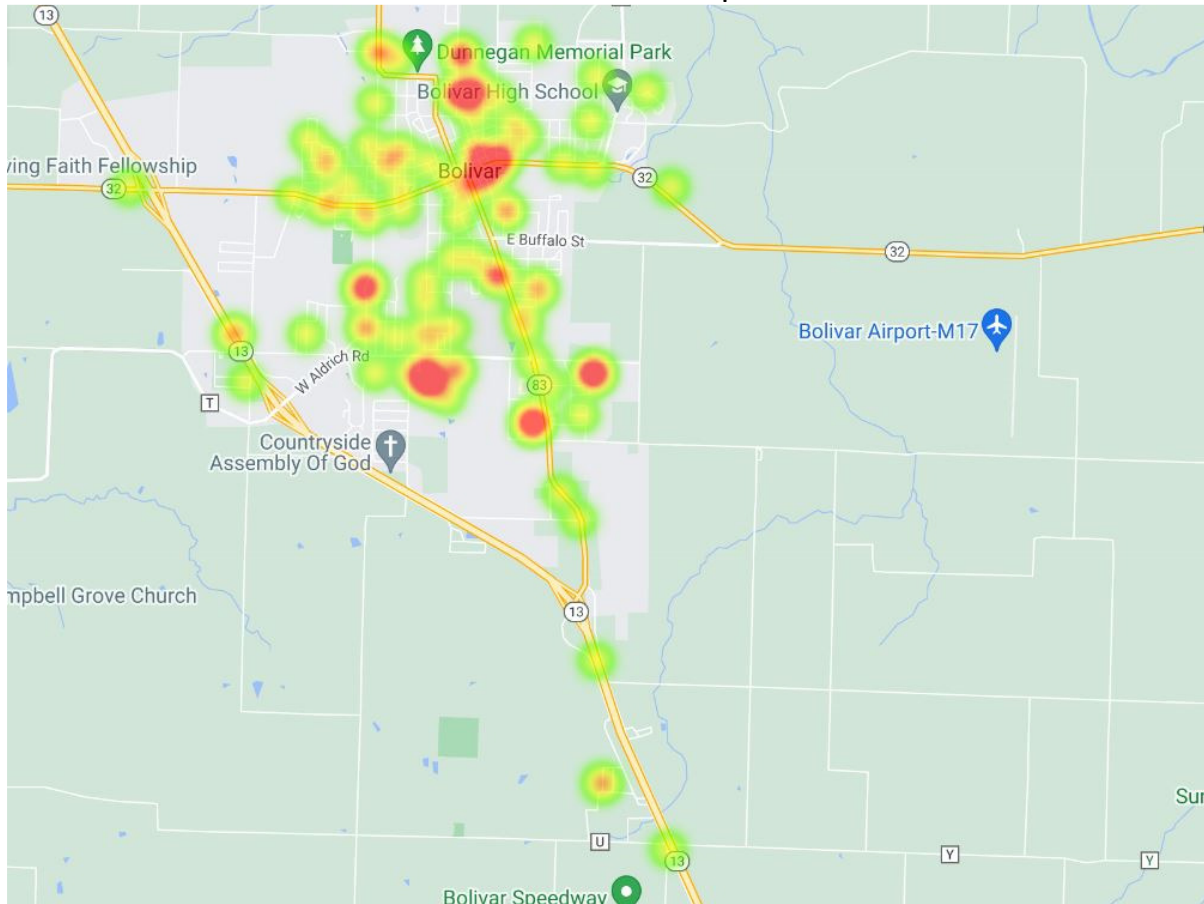
211 West Walnut ~ P.O. Box 9 ~ Bolivar, MO 65613
Phone 417-326-2489 ~ Fax 417-777-3513

BCFD Council Report September 2022

Response Synopsys:

September, 2022

Incident Location Map



Response Time Analysis

Busiest day of Month: Thursday
Busiest hour of day: 3-5 pm
Busiest Shift of Month: A Shift
On Scene time in City(avg): 5 Min 26 sec

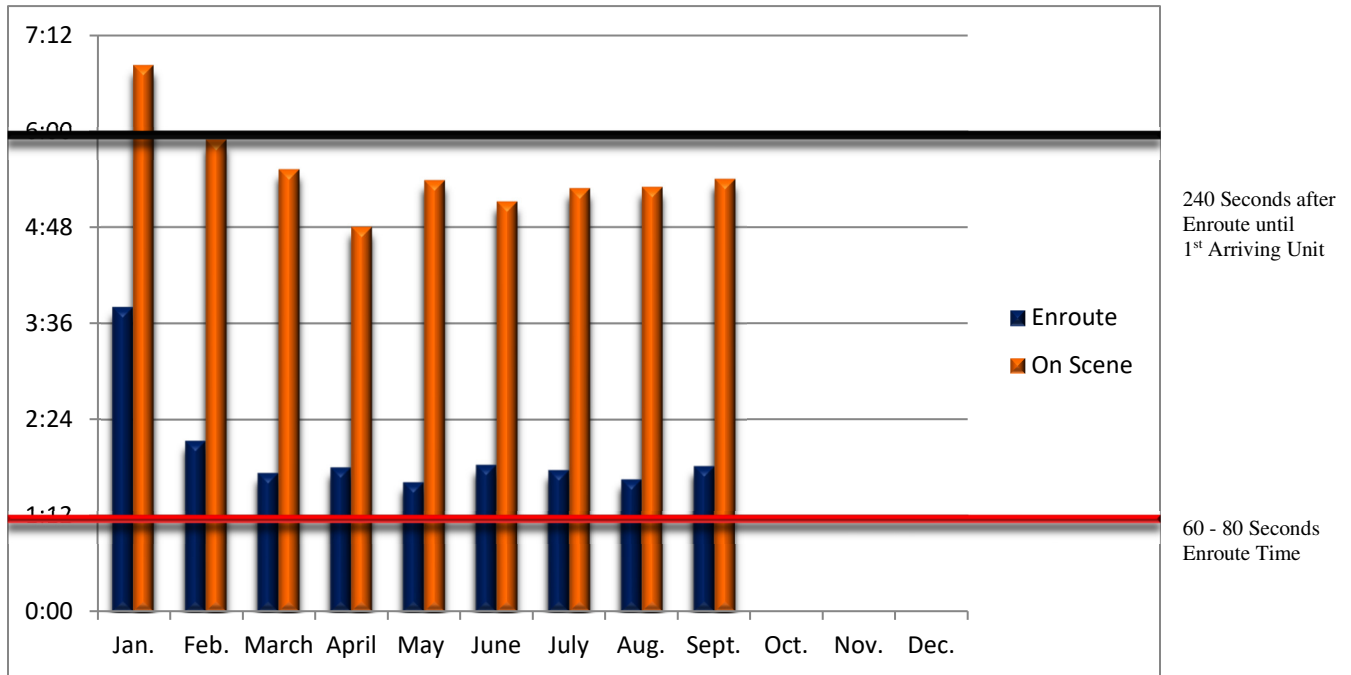
Our Family helping to serve and protect the lives and property of your family!



Bolivar City Fire Department

211 West Walnut ~ P.O. Box 9 ~ Bolivar, MO 65613
Phone 417-326-2489 ~ Fax 417-777-3513

Average En-route and Response times of BCFD Fire Engines & Rescue Companies compared to
NFPA Standards & BCFD Service Delivery Goals



****This includes all mutual aid times, not just city limit responses****

Events we participated in:

Country Days
BHS football
SBU Football
CMH hospital Walk through
Easter Seals Extinguisher training
Learn love Leap fire safety talk
Little Liberator Pr Event
Polk County Christian School fire safety demo
Bolivar Citizen Life safe Recognition Jeff City
EM exercise
Hydrant flow test acceptance

Submitted by Chief Brent Watkins

Our Family helping to serve and protect the lives and property of your family!

Bolivar City Fire Department

Bolivar, MO

This report was generated on 10/7/2022 11:06:22 AM



Incident Statistics

Zone(s): All Zones | Start Date: 09/01/2022 | End Date: 09/30/2022

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		88	
FIRE		32	
TOTAL		120	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
E11	0	0	1
R14	0	0	6
TOTAL	0	0	7
PRE-INCIDENT VALUE		LOSSES	
\$20,000.00		\$2,000.00	
CO CHECKS			
TOTAL			
MUTUAL AID			
Aid Type		Total	
Aid Given		4	
Aid Received		1	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
22		18.33	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS		FIRE
PSC	0:05:04		0:05:40
AVERAGE FOR ALL CALLS			0:05:24
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS		FIRE
PSC	0:01:45		0:02:11
AVERAGE FOR ALL CALLS			0:01:49
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
Bolivar City Fire Department		24:15	

Only Reviewed Incidents included. EMS for Incident counts includes only 300 to 399 Incident Types. All other incident types are counted as FIRE. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = All patients transported by EMS. # Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMSIS 2 & 3 data as appropriate. For overlapping calls that span over multiple days, total per month will not equal Total count for year.

Bolivar City Fire Department

Bolivar, MO

This report was generated on 10/7/2022 11:07:27 AM



Count of Incidents by Incident Type for Incident Status for Date Range

Incident Status(s): All Incident Statuses | Sort By: IncidentType | Start Date: 09/01/2022 | End Date: 09/30/2022

INCIDENT TYPE	# INCIDENTS
111 - Building fire	2
113 - Cooking fire, confined to container	1
131 - Passenger vehicle fire	1
143 - Grass fire	1
311 - Medical assist, assist EMS crew	1
321 - EMS call, excluding vehicle accident with injury	75
322 - Motor vehicle accident with injuries	10
324 - Motor vehicle accident with no injuries.	2
410 - Combustible/flammable gas/liquid condition, other	1
500 - Service Call, other	2
551 - Assist police or other governmental agency	1
554 - Assist invalid	10
611 - Dispatched & cancelled en route	3
622 - No incident found on arrival at dispatch address	1
631 - Authorized controlled burning	1
651 - Smoke scare, odor of smoke	1
745 - Alarm system activation, no fire - unintentional	7
Total Incidents	120

This report displays Incidents by Incident type for the selected Incident Status (es) and chosen date range. Nemsis 2 & 3 Incidents Included.



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Doc Id: 1673

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Bolivar City Fire Department

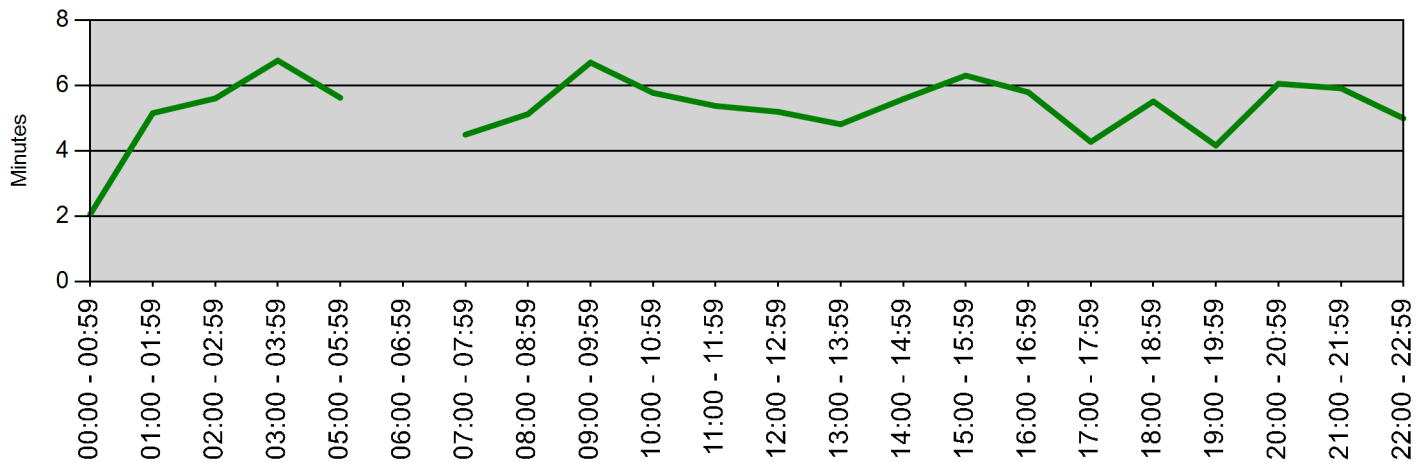
Bolivar, MO

This report was generated on 10/7/2022 11:07:00 AM



Average Response Time per Apparatus for Hour Range for Day Range

StartDay: Sunday | StartTime: 00:00:00 | EndTime: 23:00:00 | EndDay: Saturday | StartDate: 09/01/2022 | EndDate: 09/30/2022



Hour Range	Apparatus	Average Response (minutes)
00:00 - 00:59	POV	No Calls
00:00 - 00:59	R14	4.12
01:00 - 01:59	E11	8.02
01:00 - 01:59	R14	4.21
02:00 - 02:59	C 1	4.72
02:00 - 02:59	E11	5.58
02:00 - 02:59	R14	5.84
03:00 - 03:59	R14	6.77
05:00 - 05:59	R14	5.63
06:00 - 06:59	R14	No Calls
07:00 - 07:59	E11	2.83
07:00 - 07:59	R14	4.92
08:00 - 08:59	E11	4.92
08:00 - 08:59	R14	5.18
09:00 - 09:59	R14	6.71
10:00 - 10:59	C2	11.95
10:00 - 10:59	E11	6.12
10:00 - 10:59	R14	4.40
11:00 - 11:59	E11	3.73
11:00 - 11:59	R14	5.85
12:00 - 12:59	E11	3.33
12:00 - 12:59	R14	6.26
13:00 - 13:59	E11	4.74
13:00 - 13:59	R14	4.92
14:00 - 14:59	C 1	4.45

Average response time per Apparatus calculated from difference between DISPATCH and ENROUTE for the date, day of the week and hour range provided. Only REVIEWED incidents included.



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Doc Id: 1511

Page # 1 of 2

HOUR RANGE	APPARATUS	AVERAGE RESPONSE (minutes)
14:00 - 14:59	E11	5.18
14:00 - 14:59	R14	5.97
15:00 - 15:59	E11	5.39
15:00 - 15:59	E13	14.85
15:00 - 15:59	R14	5.47
16:00 - 16:59	C2	5.20
16:00 - 16:59	E11	6.44
16:00 - 16:59	R14	5.67
17:00 - 17:59	E11	3.87
17:00 - 17:59	R14	4.47
18:00 - 18:59	R14	5.52
19:00 - 19:59	C2	4.05
19:00 - 19:59	E11	4.88
19:00 - 19:59	R14	4.07
20:00 - 20:59	E11	4.20
20:00 - 20:59	R14	6.37
21:00 - 21:59	E11	4.07
21:00 - 21:59	R14	6.53
22:00 - 22:59	R14	5.00

Total Average Response Time:

5.53 minutes

Average response time per Apparatus calculated from difference between DISPATCH and ENROUTE for the date, day of the week and hour range provided. Only REVIEWED incidents included.



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Doc Id: 1511

Page # 2 of 2



Mark Webb
Chief of Police

Bolivar Police Department

211W. Walnut Street, P.O. Box 9 Bolivar, Missouri 65613
Phone: (417) 326-5298 Fax: (417) 326-6076
info@bolivarpolice.org

Intra-Departmental Communication

TO: Chief M. Webb
FROM: Margaret Baker
DATE: 10/06/2022
SUBJECT: Monthly Audits/statistical data: September 2022

Chief, attached are the reports you request to see each month to include the following:

Total Incidents by **OFFENSE**: BPD took **107** (89 in August) reports in September indicating the highest incident totals are stealing/theft violations, property damage, breaking and entering, and mental health. (Incident report by statutes) (Graph attached: Day of week/Time of day) Most common day for offenses is Thursday, at 1500 hours.

CALLS FOR SERVICE: BPD responded to **1224** (1240 for August) calls for service for the month of September. Reports indicate Thursday at 1400 hours was peak time for calls for service to be generated and responded to. The highest calls for service include but not limited to: call backs, suspicious activity, burglary, and MVA non injury.

ARREST: BPD Officers arrested/cited/cleared **19** (44 in August) offenses-warrants in September. Totals by violation and offense: Our highest number appear to be from warrant arrests and domestic assault. (Arrests with all charges by date range.)

CITATIONS: BPD issued **64** (52 in August) citations in September. Totals by violation indicate the highest total of citations include; no proof of insurance, no proof of insurance, failure to register a motor vehicle. (Summons/citation charge summary by date range)

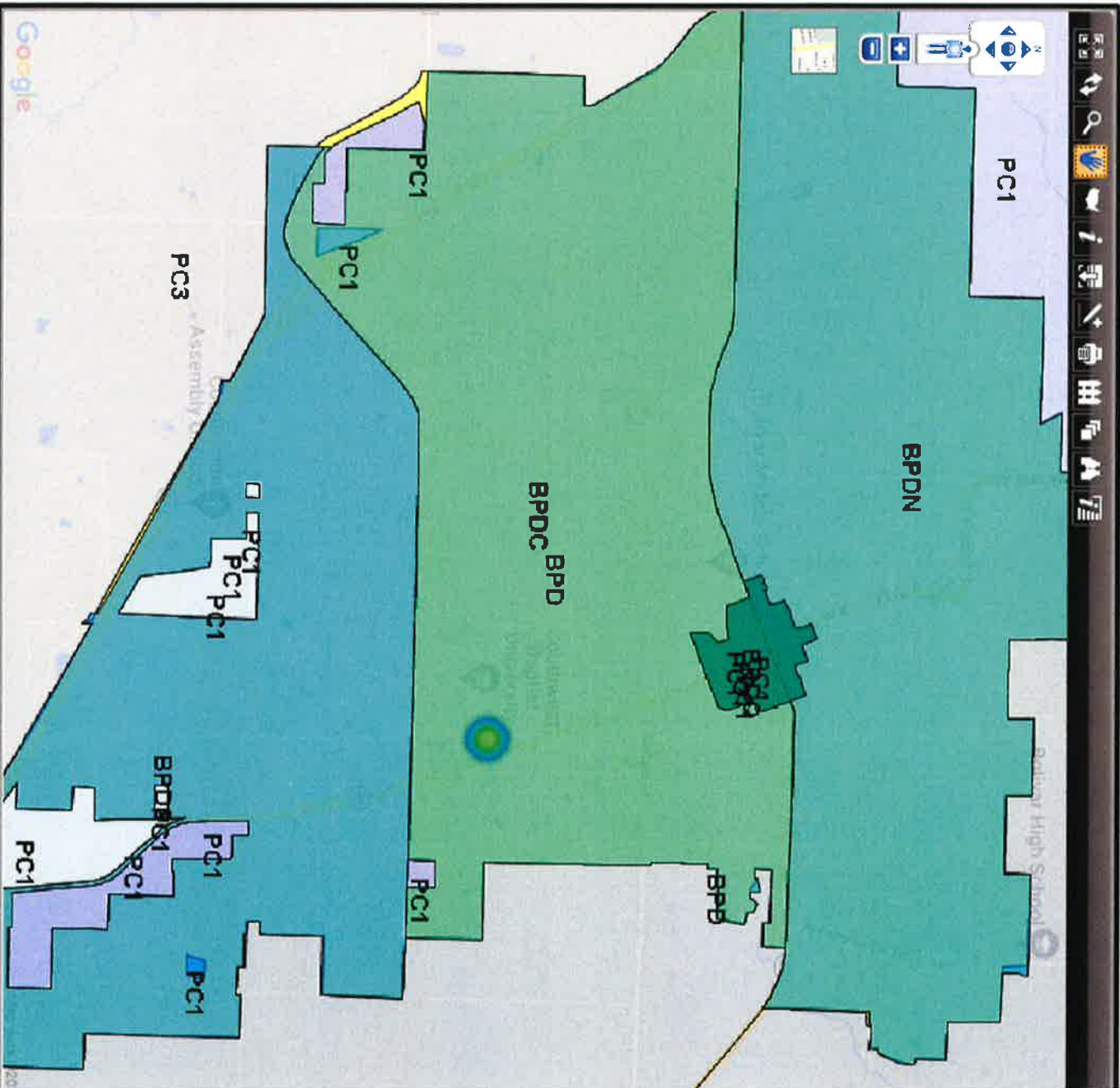
FIELD CONTACTS: BPD conducted **0** (0 in August) Field Contact in September for the following: None. (Field contact by reason summary report)

RACIAL PROFILING REPORT: BPD conducted **173** (186 in August) traffic stops in September. Traffic stops are broken down in to 16 different categories: Race, type of stop, reason for stop, location of stop, gender, age, residency, stops resulting in searches, total stops involving searches, probable cause authority for the search, duration of the search, discovery of contraband, arrest, and crimes violated as a result of the arrest. See attached spreadsheet for totals in each category. (Racial profiling report summary)



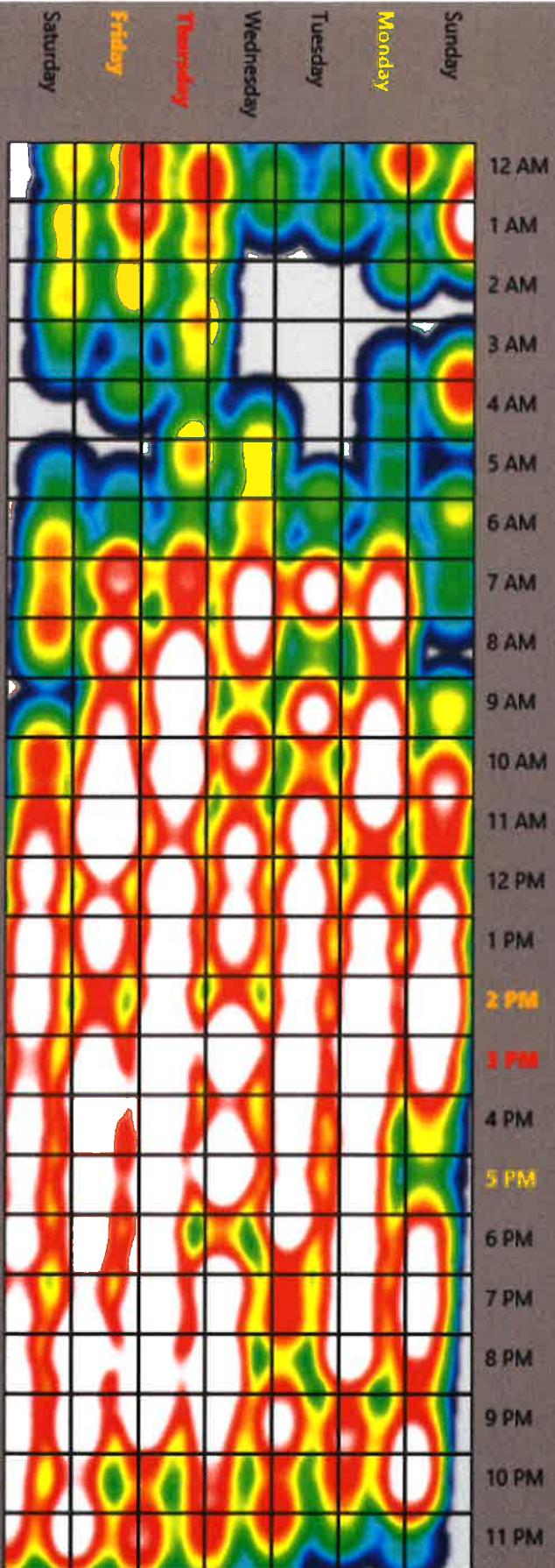
End Date 09/30/2022

BPD

[illegible]

Selected Date Range: 9/1/2022 - 9/30/2022

Most Common Day(s): Thursday Most Common Time(s): 1500 Hours





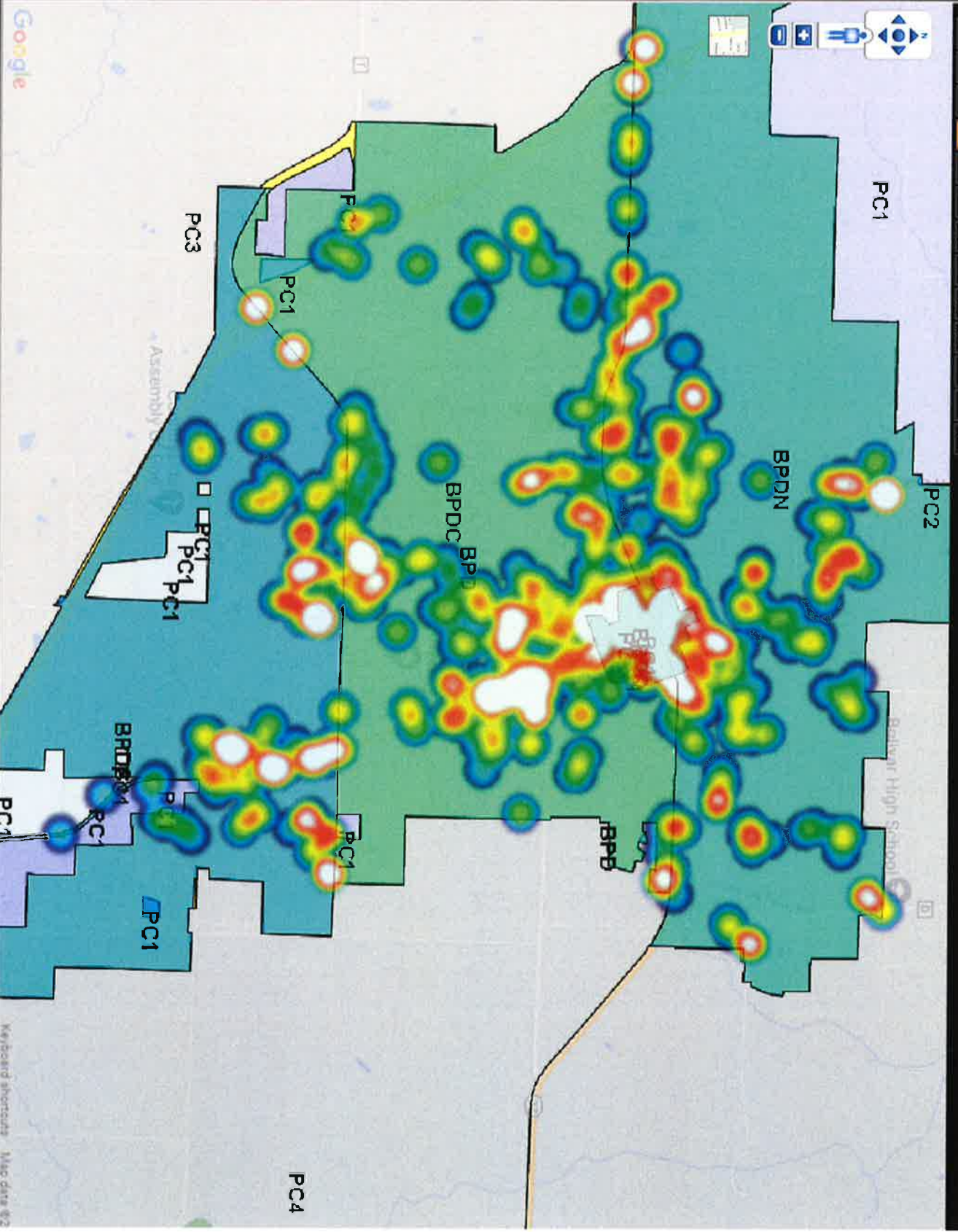
ie 09/01/2022 End Date 03

BPD

7	7
23	23
28	28
11	11
23	23
0	0
3	3
0	0
6	6
8	8
9	9
7	7
12	12
9	9
9	9
2	2
1	1
15	15
40	40
8	8
3	3
26	26
2	2
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4	4
1	1

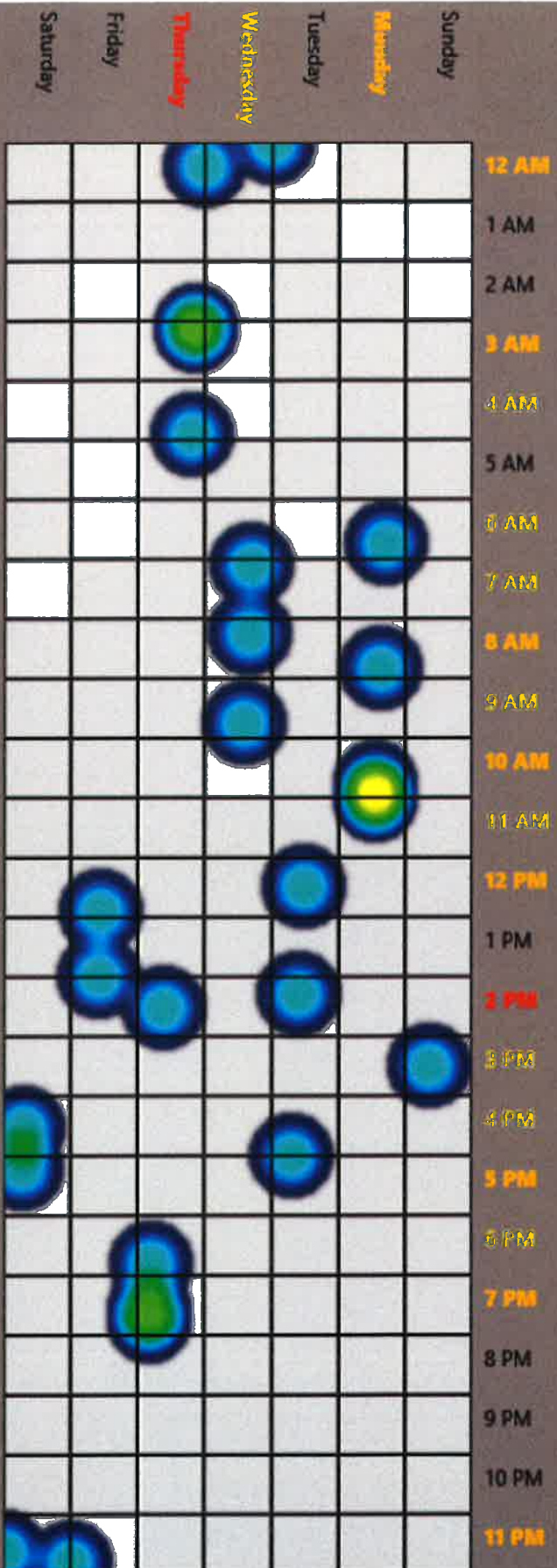
GRESS

mapEngine/20 2018-12-31 13 PM



Google

Most Common Day(s): Thursday Most Common Time(s): 1400 Hours



Arrests with All Charges by Date Range

Date Range: 09/01/2022 - 09/30/2022

Arrest Date	Seq #	Cnt	Charge Description	Arresting Officer	Case #	Sys ID
09/01/2022	1	1	M-DISORDERLY CONDUCT	ZEOLIA, T. M.	202201034	10803
09/01/2022	1	1	M-DISORDERLY CONDUCT	ZEOLIA, T. M.	202201034	10810
09/02/2022	1	1	M-DRIVING WHILE SUSPENDED OR	STILLINGS, T. S.	202201040	10804
09/05/2022	1	1	M-WARRANT ARREST ONLY	NELSON, J. S.	202201047	10802
	2	1	M-WARRANT ARREST ONLY			
09/08/2022	1	1	M-WARRANT ARREST ONLY	STILLINGS, T. S.	202201062	10812
09/09/2022	1	1	M-WARRANT ARREST ONLY	STILLINGS, T. S.	202201066	10811
09/09/2022	1	1	M-STEALING (ALL OTHER LARCENY)	HANKINS, D.	202201067	10822
09/11/2022	1	1	M-ASSAULT DOMESTIC (PHYSICAL)	NELSON, J. S.	202201073	10818
09/12/2022	1	1	M- VIOLATION OF ORDER OF	BOLIVAR, A.	202201074	10823
09/12/2022	1	1	M-PEACE DISTURBANCE	BOLIVAR, A.	202201075	10814
09/13/2022	1	1	M-WARRANT ARREST ONLY	PRESLEY, J.	202201081	10815
09/13/2022	1	1	M-WARRANT ARREST ONLY	NELSON, J. S.	202201083	10816
09/16/2022	1	1	M-WARRANT ARREST ONLY	NYSTROM, J. M.	202201098	10821
09/20/2022	1	1	M-WARRANT ARREST ONLY	GILMORE, M.	202201119	10825
09/22/2022	1	1	M-WARRANT ARREST ONLY	ZEOLIA, T. M.	202201135	10826
09/22/2022	1	1	M-SHOPLIFTING	HANKINS, D.	202201134	10824
09/23/2022	1	1	M-WARRANT ARREST ONLY	PETERSON, N.	202201138	10827
09/27/2022	1	1	M-WARRANT ARREST ONLY	BOLIVAR, A.	202201149	10828
09/27/2022	1	1	M-WARRANT ARREST ONLY	NELSON, J. S.	202201158	10829

List of Summons/Citations Ordered By Date

Date Range: 09/01/2022 00:00:00 - 09/30/2022 23:59:59

Citation ID	Date	Charges	Name	Court	Court Date	Disp
190131307	09/01/2022	M-no Valid Operator's License	Baker, Victory J	MUNI	10/17/2022	
190131304	09/01/2022	M-failure To Register Motor Vehicle	Aguirre-hernandez,	MUNI	10/17/2022	
190131305	09/01/2022	M-no Proof Of Insurance	Aguirre-hernandez,	MUNI	10/17/2022	
190131306	09/01/2022	M-no Valid Operator's License	Aguirre-hernandez,	MUNI	10/17/2022	
190865742	09/01/2022	M-stealing Leased Or Rented Personal	Seek, Leeanna M	MUNI	10/24/2022	
190865741	09/01/2022	M-stealing (all Other Larceny)	Raines, Justin M	MUNI	10/24/2022	
190131309	09/01/2022	M-disorderly Conduct	Chaney, Matthew Glenn	MUNI	10/17/2022	
190131308	09/01/2022	M-disorderly Conduct	Davis, Donald Eugene	MUNI	10/17/2022	
190865028	09/02/2022	M-assault Domestic (physical) 225.130	Hudspeth, Jason Matthew	MUNI	10/17/2022	
190865128	09/02/2022	M-driving While Suspended Or	Holt, Nichole G	MUNI	11/07/2022	
190865129	09/02/2022	M-fail To Obey Traffic Device (old	Holt, Nichole G	MUNI	11/07/2022	
190865130	09/02/2022	M-no Proof Of Insurance	Holt, Nichole G	MUNI	11/07/2022	
190865607	09/04/2022	M-assault Domestic (physical) 225.130	Webb, Cody Thomas	MUNI	11/07/2022	
190865398	09/05/2022	M-no Proof Of Insurance	Berg, Braden Samuel	MUNI	10/24/2022	
190865399	09/05/2022	M-failure To Register Motor Vehicle	Berg, Braden Samuel	MUNI	10/24/2022	
190865400	09/05/2022	M-no Valid Operator's License	Berg, Braden Samuel	MUNI	10/24/2022	
190866105	09/06/2022	M-failure To Register Motor Vehicle	Timmons, Trishia Marie	MUNI	10/24/2022	
190866106	09/08/2022	M-no Proof Of Insurance	Neal, Zach D	MUNI	10/24/2022	
190866107	09/09/2022	M-stealing (all Other Larceny)	Stillwell, Linda S	MUNI	10/24/2022	
190866109	09/10/2022	M-failure To Register Motor Vehicle	Keithley, Shannon M	MUNI	10/24/2022	
190866110	09/10/2022	M-fail To Obey Traffic Device (old	Keithley, Shannon M	MUNI	10/24/2022	
190866108	09/10/2022	M-speeding	Hill, Robert Dean	MUNI	10/24/2022	
191175581	09/11/2022	M-assault Domestic (physical) 225.130	Powell, Cody Lee	MUNI	10/24/2022	
191175582	09/12/2022	M-no Proof Of Insurance	Essex, Jason B	MUNI	10/24/2022	
191175583	09/12/2022	M-failure To Register Motor Vehicle	Essex, Jason B	MUNI	10/24/2022	
190865604	09/12/2022	M-no Proof Of Insurance	Lecona, Christina	MUNI	10/24/2022	
190865605	09/12/2022	M-no Valid Operator's License	Lecona, Christina	MUNI	10/24/2022	
190865603	09/12/2022	M-no Proof Of Insurance	Larimore, Jack Christian	MUNI	10/24/2022	
190131034	09/12/2022	M- Violation Of Order Of Protection	Butler, James E	MUNI	10/24/2022	
190131033	09/12/2022	M-peace Disturbance	Seippel, Kerry L	MUNI	10/24/2022	
191175584	09/13/2022	M-following Too Close (previous Ord.	Pettibone, Weldon Keith	MUNI	11/07/2022	
190866111	09/14/2022	M-failure To Register Motor Vehicle	Green, Jessie May	MUNI	11/07/2022	
190865132	09/15/2022	M-failure To Register Motor Vehicle	Aguirre-hernandez,	MUNI	11/14/2022	
190865131	09/15/2022	M-no Proof Of Insurance	Aguirre-hernandez,	MUNI	11/14/2022	
190865029	09/16/2022	M-failure To Yield To Emergency	Darnell, Ayla Jane	MUNI	11/07/2022	
191175587	09/17/2022	M-failure To Maintain Lanes (old Ord	Wright, Sida William	MUNI	11/07/2022	
191175585	09/17/2022	M-failure To Register Motor Vehicle	Wright, Sida William	MUNI	11/07/2022	
191175586	09/17/2022	M-no Proof Of Insurance	Wright, Sida William	MUNI	11/07/2022	
191175590	09/19/2022	M-failure To Register Motor Vehicle	Jones, Thomas Anthony	MUNI	11/07/2022	
191175591	09/19/2022	M-no Proof Of Insurance	Jones, Thomas Anthony	MUNI	11/07/2022	
191175589	09/19/2022	M-no Proof Of Insurance	Hamp, Christopher L	MUNI	11/07/2022	

Citation ID	Date	Charges	Name	Court	Court Date	Disp
191175588	09/19/2022	M-no Valid Operator's License	Hamp, Christopher L	MUNI	11/07/2022	
190865817	09/20/2022	M-no Proof Of Insurance	Lopez, Anthony Benito	MUNI	11/07/2022	
190865816	09/20/2022	M-following Too Close (previous Ord.	Bates, Michael Adam	MUNI	11/07/2022	
190866112	09/22/2022	M-shoplifting	Elsey, Thomas Benjamin	MUNI	11/07/2022	
190865181	09/22/2022	M-failure To Yield Right Of Way (old	Baker, Victory J	MUNI	11/07/2022	
190865182	09/22/2022	M-driving While Suspended Or	Baker, Victory J	MUNI	11/07/2022	
190865180	09/22/2022	M-no Proof Of Insurance	Baker, Victory J	MUNI	11/07/2022	
190865135	09/25/2022	M-no Valid Operator's License	Eskew, Ashley Elizabeth	MUNI	11/14/2022	
190865136	09/25/2022	M-failure To Use Turn Signal	Eskew, Ashley Elizabeth	MUNI	11/14/2022	
190865134	09/25/2022	M-speeding Inside Cbd	Cunningham, Misty Dawn	MUNI	11/14/2022	
190865133	09/25/2022	M-no Proof Of Insurance	Cunningham, Misty Dawn	MUNI	11/14/2022	
190865819	09/25/2022	M-assault Domestic (physical) 225.130	Connes, De La Novia	MUNI	11/07/2022	
190865818	09/25/2022	M-improper Lane Usage (driving In	Wheat, Nykolas R	MUNI	11/07/2022	
190865609	09/26/2022	M-no Proof Of Insurance	Wine, Payton	MUNI	11/14/2022	
190865611	09/27/2022	M-following Too Close (previous Ord.	Gudde, Lyndsy Marie	MUNI	11/14/2022	
190865610	09/27/2022	M-following Too Close (previous Ord.	Russell, Tyler Thomas	MUNI	11/14/2022	
190865137	09/28/2022	M-no Proof Of Insurance	Todd, Lacrista Belle	MUNI	11/14/2022	
190866114	09/28/2022	M-endangering The Welfare Of A	Jones, Cara Machele	MUNI	11/14/2022	
190866113	09/28/2022	M-failure To Register Motor Vehicle	Braudway, Robert	MUNI	11/14/2022	
191175542	09/29/2022	M-following Too Close (previous Ord.	Kozlowski, Kyle Joseph	MUNI	11/14/2022	
191175541	09/29/2022	M-no Proof Of Insurance	Kozlowski, Kyle Joseph	MUNI	11/14/2022	
190866115	09/29/2022	M-failure To Register Motor Vehicle	Green, Hailey Alyssa	MUNI	11/14/2022	
191175543	09/30/2022	M-no Proof Of Insurance	Edwards, Michelle Lee	MUNI	11/14/2022	

Racial Profiling Report

Date Range: 09/01/2022 00:00:00 - 09/30/2022 23:59:59

Racial Profile Summary of 173 Stops

Total Stops	
ASIAN STOPS	1
BLACK STOPS	6
HISPANIC STOPS	7
WHITE STOPS	159

Type of Stop	
EQUIPMENT VIOLATION	57
INVESTIGATIVE	3
LICENSE VIOLATION	73
MOVING VIOLATION	69

Location of Stops	
CITY	134
PRIVATE PROPERTY	1
STATE HIGHWAY	38

Results of Stop	
ARREST	2
CITATION	24
NO ACTION	9
OTHER	1
WARNING	144

Gender	
FEMALE	77
MALE	96

Age of Drivers Stopped	
UNDER 18	9
18 TO 29	67
30 TO 39	45
40 AND OVER	52

Resident	
NON RESIDENT	71
RESIDENT	102

Stops Resulting in Searches	
NOT SEARCHED	162
DRIVER AND PROPERTY	3
DRIVER ONLY	3
PROPERTY ONLY	5

Total Stops Involving Searches	
BLACK SEARCHED	1
WHITE SEARCHED	10

Probable Cause Authority for Search	
CONSENT	7
DRUG ODOR	1
INVENTORY	1
OTHER	2

Duration of Search	
NO SEARCH DURATION	162
0 TO 15 MINUTES	11

Stops Leading to the Discovery of Contraband	
CONTRABAND DISCOVERED	1

Type of Contraband Discovered	
DRUG/ALCOHOL PARAPHERNALIA	1

Racial Profiling Report

Date Range: 09/01/2022 00:00:00 - 09/30/2022 23:59:59

Racial Profile Asian Stops

Total Stops	
ASIAN STOPS	1
Type of Stop	
MOVING VIOLATION	1
Location of Stops	
CITY	1
Results of Stop	
WARNING	1
Gender	
MALE	1
Age of Drivers Stopped	
40 AND OVER	1
Resident	
RESIDENT	1
Stops Resulting in Searches	
NOT SEARCHED	1
Duration of Search	
NO SEARCH DURATION	1

Racial Profiling Report

Date Range: 09/01/2022 00:00:00 - 09/30/2022 23:59:59

Racial Profile Black Stops

Total Stops	
BLACK STOPS	6

Type of Stop	
EQUIPMENT VIOLATION	2
LICENSE VIOLATION	1
MOVING VIOLATION	4

Location of Stops	
CITY	4
STATE HIGHWAY	2

Results of Stop	
NO ACTION	2
WARNING	4

Gender	
FEMALE	2
MALE	4

Age of Drivers Stopped	
18 TO 29	2
30 TO 39	1
40 AND OVER	3

Resident	
RESIDENT	6

Stops Resulting in Searches	
NOT SEARCHED	5
PROPERTY ONLY	1

Total Stops Involving Searches	
BLACK SEARCHED	1

Probable Cause Authority for Search	
DRUG ODOR	1

Duration of Search	
NO SEARCH DURATION	5
0 TO 15 MINUTES	1

Stops Leading to the Discovery of Contraband	
CONTRABAND DISCOVERED	1

Type of Contraband Discovered	
DRUG/ALCOHOL PARAPHERNALIA	1

Racial Profiling Report

Date Range: 09/01/2022 00:00:00 - 09/30/2022 23:59:59

Racial Profile Hispanic Stops

Total Stops	
HISPANIC STOPS	7

Type of Stop	
EQUIPMENT VIOLATION	2
INVESTIGATIVE	1
LICENSE VIOLATION	3
MOVING VIOLATION	2

Location of Stops	
CITY	4
STATE HIGHWAY	3

Results of Stop	
CITATION	2
NO ACTION	1
WARNING	5

Gender	
FEMALE	4
MALE	3

Age of Drivers Stopped	
18 TO 29	3
30 TO 39	3
40 AND OVER	1

Resident	
NON RESIDENT	3
RESIDENT	4

Stops Resulting in Searches	
NOT SEARCHED	7

Duration of Search	
NO SEARCH DURATION	7

Racial Profiling Report

Date Range: 09/01/2022 00:00:00 - 09/30/2022 23:59:59

Racial Profile White Stops

Total Stops	
WHITE STOPS	159

Type of Stop	
EQUIPMENT VIOLATION	53
INVESTIGATIVE	2
LICENSE VIOLATION	69
MOVING VIOLATION	62

Location of Stops	
CITY	125
PRIVATE PROPERTY	1
STATE HIGHWAY	33

Results of Stop	
ARREST	2
CITATION	22
NO ACTION	6
OTHER	1
WARNING	134

Gender	
FEMALE	71
MALE	88

Age of Drivers Stopped	
UNDER 18	9
18 TO 29	62
30 TO 39	41
40 AND OVER	47

Resident	
NON RESIDENT	68
RESIDENT	91

Stops Resulting in Searches	
NOT SEARCHED	149
DRIVER AND PROPERTY	3
DRIVER ONLY	3
PROPERTY ONLY	4

Total Stops Involving Searches	
WHITE SEARCHED	10

Probable Cause Authority for Search	
CONSENT	7
INVENTORY	1
OTHER	2

Duration of Search	
NO SEARCH DURATION	149
0 TO 15 MINUTES	10

Incident Report By Statutes**Offense:** 225.1030

TAMPERING

	Date/Time	Reported	Case #	System ID
1)	09/20/2022	23:10	2022-01123	30832

Offense: 225.1040

M-PROPERTY DAMAGE

	Date/Time	Reported	Case #	System ID
1)	09/06/2022	12:31	2022-01052	30759
2)	09/17/2022	23:39	2022-01108	30817
3)	09/20/2022	23:10	2022-01123	30832
4)	09/21/2022	15:23	2022-01126	30835
5)	09/22/2022	18:54	2022-01136	30846
6)	09/25/2022	18:37	2022-01145	30855
7)	09/27/2022	21:31	2022-01157	30867

Offense: 225.1060

M-TRESPASSING

	Date/Time	Reported	Case #	System ID
1)	09/17/2022	16:32	2022-01105	30814

Offense: 225.1110

M-STEALING (ALL OTHER LARCENY)

	Date/Time	Reported	Case #	System ID
1)	09/01/2022	12:40	2022-01028	30736
2)	09/09/2022	12:55	2022-01067	30775
3)	09/16/2022	20:53	2022-01102	30811
4)	09/22/2022	14:43	2022-01132	30841
5)	09/22/2022	17:18	2022-01140	30850
6)	09/24/2022	18:07	2022-01142	30852
7)	09/28/2022	20:38	2022-01161	30871
8)	09/29/2022	08:43	2022-01164	30874

Offense: 225.1180

M-STEALING LEASED OR RENTED PERSONAL PROPERTY

	Date/Time	Reported	Case #	System ID
1)	09/01/2022	14:00	2022-01031	30737
2)	09/01/2022	14:59	2022-01030	30738

Offense: 225.1200

M-SHOPLIFTING

	Date/Time	Reported	Case #	System ID
1)	09/22/2022	15:44	2022-01134	30843
2)	09/26/2022	15:53	2022-01147	30857

Offense: 225.1510 M-SEXUAL MISCONDUCT

	Date/Time	Reported	Case #	System ID
1)	09/15/2022	18:11	2022-01094	30801
2)	09/16/2022	17:44	2022-01101	30810

Offense: 225.180 M-ENDANGERING THE WELFARE OF A CHILD

	Date/Time	Reported	Case #	System ID
1)	09/28/2022	15:08	2022-01160	30870

Offense: 225.1800 M-POSSESSION OF MARIJUANA

	Date/Time	Reported	Case #	System ID
1)	09/16/2022	14:00	2022-01099	30808

Offense: 225.200 M- VIOLATION OF ORDER OF PROTECTION

	Date/Time	Reported	Case #	System ID
1)	09/12/2022	07:12	2022-01074	30782

Offense: 225.390 RESISTING ARREST

	Date/Time	Reported	Case #	System ID
1)	09/01/2022	14:32	2022-01032	30739

Offense: 225.670 M-PEACE DISTURBANCE

	Date/Time	Reported	Case #	System ID
1)	09/12/2022	09:01	2022-01075	30783

Offense: 225.920 M-DISCHARGING AIR GUN, ETC

	Date/Time	Reported	Case #	System ID
1)	09/09/2022	23:48	2022-01068	30776

Offense: 310.110 M-LEAVING THE SCENE OF AN ACCIDENT (OLD ORD 315.040)

	Date/Time	Reported	Case #	System ID
1)	09/04/2022	12:51	2022-01045	30752

Offense: 565.225-006Y20175399 STALKING - 1ST DEGREE - 1ST OFFENSE

	Date/Time	Reported	Case #	System ID
1)	09/06/2022	17:16	2022-01055	30763
2)	09/26/2022	15:50	2022-01148	30858

Offense: 570.030-043Y201723 STEALING

	Date/Time	Reported	Case #	System ID
1)	09/03/2022	17:32	2022-01043	30750
2)	09/08/2022	19:48	2022-01065	30773

3)	09/20/2022	12:52	2022-01120	30829
4)	09/20/2022	23:10	2022-01123	30832
5)	09/21/2022	17:12	2022-01127	30836
6)	09/26/2022	12:24	2022-01146	30856
7)	09/27/2022	11:51	2022-01151	30861
8)	09/29/2022	12:47	2022-01168	30878

Offense: 570.030-044Y201723 STEALING - VALUE LESS THAN \$150 AND NO PRIOR STEALING

	Date/Time	Reported	Case #	System ID
1)	09/14/2022	19:13	2022-01089	30797
2)	09/21/2022	22:54	2022-01128	30837

Offense: ALL OTHER ALL OTHER OFFENSES

	Date/Time	Reported	Case #	System ID
1)	09/26/2022	13:33	2022-01155	30865

Offense: ARSON ARSON

	Date/Time	Reported	Case #	System ID
1)	09/23/2022	02:30	2022-01137	30847

Offense: BURGLARY BURGLARY/BREAKING & ENTERING

	Date/Time	Reported	Case #	System ID
1)	09/01/2022	03:12	2022-01026	30733
2)	09/01/2022	22:24	2022-01036	30742
3)	09/12/2022	10:46	2022-01076	30785
4)	09/22/2022	15:00	2022-01133	30842
5)	09/25/2022	18:37	2022-01145	30855

Offense: DISORDERLY CONDUCT DISORDERLY CONDUCT

	Date/Time	Reported	Case #	System ID
1)	09/01/2022	18:47	2022-01034	30741

Offense: FAMILY FAMILY OFFENSES, NONVIOLENT

	Date/Time	Reported	Case #	System ID
1)	09/05/2022	11:03	2022-01049	30756

Offense: FRAUD FALSE PRETENSES/SWINDLE/CONFIDENCE GAME

	Date/Time	Reported	Case #	System ID
1)	09/07/2022	08:14	2022-01057	30765
2)	09/14/2022	09:46	2022-01086	30794

Offense: LARCENY VEHICLE THEFT FROM MOTOR VEHICLE

	Date/Time	Reported	Case #	System ID
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1)	09/14/2022	07:05	2022-01085	30793
2)	09/29/2022	10:29	2022-01165	30875

Offense: M-ANIMAL BITE M-ANIMAL BITE

	Date/Time	Reported	Case #	System ID
1)	09/12/2022	21:34	2022-01084	30792

Offense: M-ASSAULT (PHY/SIMPLE) M-ASSAULT NON DOMESTIC (PHYSICAL) 225.120

	Date/Time	Reported	Case #	System ID
1)	09/18/2022	22:38	2022-01112	30821

Offense: M-ASSAULT (PHYS DOMESTIC) M-ASSAULT DOMESTIC (PHYSICAL) 225.130

	Date/Time	Reported	Case #	System ID
1)	09/04/2022	12:33	2022-01044	30751
2)	09/11/2022	19:53	2022-01073	30781
3)	09/17/2022	18:12	2022-01106	30815
4)	09/18/2022	11:03	2022-01110	30819
5)	09/18/2022	20:10	2022-01111	30820

Offense: M-ASSULT (INTM/DOMESTIC) M-ASSAULT DOMESTIC (INTIMIDATION ONLY) 225.130

	Date/Time	Reported	Case #	System ID
1)	09/15/2022	08:04	2022-01090	30798

Offense: MENTAL HEALTH MENTAL HEALTH (96 HR/SUICIDALTENDENCIES)

	Date/Time	Reported	Case #	System ID
1)	09/05/2022	10:59	2022-01048	30755
2)	09/06/2022	14:17	2022-01053	30761
3)	09/07/2022	11:46	2022-01058	30766
4)	09/08/2022	14:57	2022-01064	30772
5)	09/20/2022	15:57	2022-01122	30831
6)	09/30/2022	20:29	2022-01175	30885

Offense: MISC-FOUND PROPERTY MISC-FOUND PROPERTY

	Date/Time	Reported	Case #	System ID
1)	09/16/2022	13:00	2022-01097	30806
2)	09/22/2022	13:54	2022-01131	30840
3)	09/27/2022	12:28	2022-01152	30862

Offense: MISSING PERSON MISSING PERSON (RUNAWAY/ENDANGERED ETC)

	Date/Time	Reported	Case #	System ID
1)	09/01/2022	19:35	2022-01035	30743
2)	09/04/2022	18:59	2022-01046	30753

3)	09/08/2022	04:55	2022-01060	30768
4)	09/27/2022	11:22	2022-01150	30860

Offense: MOTOR VEHICLE MOTOR VEHICLE THEFT

	Date/Time	Reported	Case #	System ID
1)	09/20/2022	13:40	2022-01121	30830

Offense: MVA- PRIVATE PROP MVA-PRIVATE PROPERTY (LESS THAN \$500, NON-INJURY)

	Date/Time	Reported	Case #	System ID
1)	09/12/2022	16:33	2022-01080	30788

Offense: ROBBERY ROBBERY

	Date/Time	Reported	Case #	System ID
1)	09/15/2022	16:12	2022-01092	30800

REQUEST TO ADDRESS COUNCIL
COUNCIL MEETING DATE / /

NAME: Jackie Bottomley

ADDRESS: 703 E Walnut St

WARD: _____

PHONE: 417-770-0337

E-MAIL: bhbowtie3@yahoo.com

AGENDA ITEMS

(Must be submitted 4 hours before the meeting)

or

NON-AGENDA ITEMS

(Must be submitted by 5 p.m. on
the Friday, prior to the meeting.)

I wish to address Council about:

- ☐ Amended Ordinance
- ☐ Emergency Ordinance
- ☐ 1st Reading
- ☐ Public Hearing
- ☐ Resolution

Within the category checked above I wish to
particularly address the following issue(s):

I wish to discuss the following:

Maple Tree Lane
and Aldrich Rd.
BUS STOP #1
Drive Bus #4
in the last two
weeks I have had
almost 8 kids
get hit by cars
going thru my
stop sign

I understand that my request is subject to the discretion of the Mayor and if my request is chosen that I have only 5 minutes to speak. My comments should not be repetitive of any prior speaker but should be new in nature. Opportunities to speak may not be stacked and accumulated for the same topic. Multiple parties with the same issue are encouraged to appoint a spokesperson to advocate their position. Decorum shall be maintained and clapping, cheering, and other potentially disruptive occurrences will not be tolerated. The Mayor may dismiss any parties not following these guidelines. The Mayor may cease public comment at any time.

Jackie Bottomley
Signature

Date: 9/29/22
Time: 10:20am

ORDINANCE COVER SHEET

Bill No. 2022-81

Ordinance No. _____

**“AN ORDINANCE AMENDING THE BOLIVAR MUNICIPAL CODE BY
AMENDING SECTION 385.070 – ESTABLISHING A SYSTEM FOR
MAINTAINING A LIST OF ELIGIBLE TOWING PROVIDERS.”**

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 AMENDING THE BOLIVAR MUNICIPAL CODE BY
AMENDING SECTION 385.070 – ESTABLISHING A SYSTEM FOR
MAINTAINING A LIST OF ELIGIBLE TOWING PROVIDERS.”**

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

Section I: The City Code for the City of Bolivar, Missouri is hereby amended by amending Section 315.070 – establishing a rotation system for towing recommendations by the City’s Police Department, with said amended section to be read as follows:

“Section 385.070: **Towing Services – Eligible Tow Provider System – Available Providers List.**

- A. *Recommendation of tow company by police officer prohibited.* Any police officer making an accident or disabled vehicle investigation or otherwise in a position to recommend a tow truck company to any person shall absolutely refrain from making any such recommendation. The prescribed procedure shall be to ask the owner or person in charge of the motor vehicle to designate which tow truck service he desires or where he wants the motor vehicle to be towed. If the location the owner wants the motor vehicle to be towed to is a repair shop, then the police dispatcher shall contact that shop to tow the vehicle. The request of the owner or person in charge shall be complied with if such request is within reason and such tow company or repair shop is capable and willing to respond.
- B. *Use of Eligible Tow Provider List.* Whenever a tow company or repair shop requested pursuant to subsection (A) of this section is unwilling or unable to respond as requested, or a citizen does not have a preference as to which tow company shall respond to tow the vehicle, then the police officer shall provide the citizen with a written list of all qualified tow companies, such list having been compiled in accordance with subsection (C) of this section and this subsection. The citizen may select a company from this list. All tow truck companies on the list shall be listed only once. The list itself shall be rotated once every quarter so that the location of a tow truck company name shall shift one position until it has its rotation as the first company listed. The tow truck shall arrive at the scene within 30 minutes after receipt of a call. The police officer at the scene shall then direct the tow truck company to the motor vehicle which is to be moved, and the tow truck company shall then transport the motor vehicle to a place designated by the party responsible for the auto or to a place where the company stores its towed vehicles. Only the tow truck company called shall make the tow. If the tow truck company cannot or does not respond, the citizen shall be requested to select another tow company. If the citizen declines or fails to make a selection under this subsection, the police officer shall summon a tow company in accordance with this Code.

C. *Compilation of Eligible Tow Provider List.* The chief of police shall compile the list of tow truck companies referred to in subsection (B) of this section. To be placed on the list, the tow truck company must have a valid tow truck permit and license. He shall place all qualified tow truck companies on the list. For purposes of this subsection, qualified companies shall mean those companies which have met the requirements set forth in subsection (D) of this section and have not been removed from the list under this section. If at any time subsequent to the placing of a tow truck company on a list that tow truck company fails to meet any of the requirements set forth in subsection (D) of this section, the chief of police or their designee shall give written notice to that tow company of the nature of the default. Failure to remedy the default or request a hearing within five days shall result in the removal of the tow truck company from the list.

D. *Requirements for placement on Eligible Tow Provider List; filing of list of rates.* Requirements for tow truck companies which must be met before being placed on the list authorized by subsection (C) of this section are as follows:

(1) Each tow truck company shall:

- a. Occupy a separate business address, and possess a separate license for the towing and storage of vehicles, from any other tow truck company.
- b. Operate at least one tow truck which is:
 - i. Capable of moving a vehicle of 2 and ½ tons with dual wheels.
 - ii. Equipped with one set of towing dollies or is a flatbed tow truck.
 - iii. Equipped with one wheel lift or is a flatbed tow truck.
 - iv. Based in Polk County, Missouri.
 - v. Currently licensed by the state for operation.
- c. Indicate only one telephone number to call when requesting the dispatch of a tow truck.
- d. Indicate whether or not it has and operates tow trucks of greater capacity than that required by subsection (D)(1)(b) of this section.
- e. Carry insurance on the tow truck in at least the following kinds and amounts:
 - i. Liability insurance consisting of a business auto policy in the amount of \$300,000.00 combined single limit.

- ii. On-hook endorsement.
 - iii. Garagekeeper's legal liability coverage of \$50,000.00 minimum for towing companies storing vehicles on their premises.
 - iv. A certificate of insurance in the name of the tow truck company.
 - f. Provide sufficient space to store ten wrecked motor vehicles.
 - g. Allow the owner of the wrecked motor vehicle or the owner's agent to inspect the wrecked vehicle on at least three different occasions and to remove the vehicle upon payment of the charges permitted in this article without additional costs during regular working hours, which shall be 8:00 a.m. to 5:00 p.m., Monday through Friday.
 - h. Annually pay when due its occupational license fees or taxes.
 - i. Have permanent signs affixed on both sides of the body of its tow truck with the name of the tow truck company and the company's telephone number, in a conspicuous place, not less than two inches in height.
 - j. Have an annual inspection of each tow truck, and be able to document that all requirements contained in subsection (D)(1)(b) of this section are met for tow trucks.
 - k. Be responsible for removal from the road of all vehicle parts, glass and other debris which is attributable directly or indirectly to the cause of the tow, and shall do so after receiving authorization to do so by the police officer at the scene. Such person shall not be required to clean up liquids or large spills of solid materials which require lengthy cleanup operations or specialized equipment for removal, nor shall such person be required to clean up debris or spills classified as hazardous materials by the U.S. Department of Transportation. No additional charge for this service may be allowed.
- (2) Upon meeting the requirements of subsection (D)(1) of this section, the police department may issue a tow truck company a permit for each vehicle inspected, to be permanently displayed on the lower righthand side of the windshield of the tow truck. Such permit shall be valid for a period of 12 months following issuance. A tow truck company on the eligible tow provider list will be required to have a valid permit beginning January 1, 2021. The charge for this permit shall be sufficient to cover the costs of the inspection and the printing of the permit, but shall not exceed these costs.

- (3) Each tow truck company shall keep on file with the police department a listing of all current charges which the tow truck company or operator will charge or bill for all services for eligible tow provider list calls. The tow truck company or operator may not charge in excess of this listing and may only change the list upon 30 days' written notice to the police department. At the time a vehicle is towed, the driver of the tow truck must supply the owner with a copy of the charges of that tow company on file with the police department for its services, an estimate of the tow charges based on an inspection at the scene, and a schedule of charges for storage. The copy of these charges shall have the telephone number of the city's police department and inform the owner of the vehicle of the complaint process.
- E. *Charging fee in excess of allowable rate.* The purpose of subsection (D)(3) is not to establish a minimum charge for those services rendered, but to establish a maximum allowable rate so as to preclude excessive and arbitrary charges. Any tow truck company which, after having been called on the eligible tow provider list as described in subsection (C), shall charge a fee in excess of the maximum allowable under this section listed on the tow truck list compiled pursuant to this section or the bill presented to the citizen pursuant to subsection (D)(3) shall be removed from the list for a period of one year. Any tow truck company which shall, after removal and subsequent reinstatement, charge a subsequent fee in excess of the maximum allowable under this section shall be permanently removed from the list.
- F. *Hearing and Complaint Procedure.*
- (1) All complaints regarding the use of the eligible tow provider list and charges shall be referred to the police chief. Whenever the police chief has reasonable grounds to remove a tow truck company from the list, the police chief or their designee shall give written notice of such reasons to the tow truck company. Where the notice indicates that the tow truck company no longer meets the minimum requirements of this section, the police chief shall allow five days from the date of mailing such notice for compliance. If, at the end of five days, compliance has not been made or a hearing requested in the matter, the removal shall take effect. If a hearing is requested, such hearing shall be held within five days after the request for such hearing, and removal from the list shall be tolled pending outcome of the hearing, except where insurance requirements have not been met. Where the notice indicates that removal of the tow truck company is based on excessive charges or any other reason, the tow truck company shall have five days to request a hearing on the matter. If at the end of five days no hearing has been requested, the removal shall be final. If a hearing is requested, such hearing shall be held within five days after the request for such hearing, and removal from the list shall be tolled pending the outcome of the hearing.

- (2) A hearing requested pursuant to this section shall be a public hearing and the tow truck company may appear in person or by counsel to examine witnesses and evidence presented, and to present witnesses and evidence in the tow company's behalf. All such proceedings shall be held in accordance with RSMo. Chapter 536. The City Clerk will be the hearing officer, and the director's decision in the matter heard shall be reduced to writing and a copy mailed to the tow truck company involved.

G. *Causes for Removal from Eligible Tow Provider List; Term of Removal.* Causes for removal from the eligible tow provider list shall be:

- (1) Failure to meet the minimum requirements set forth in this section. Removal shall be effective for so long as the minimum requirements are unmet.
- (2) Charging a fee in excess of that authorized in this section or charging for services not reasonably required under the circumstances of a particular tow. Removal shall be for one year for the first incident and shall be permanent for any subsequent incident.
- (3) Good cause, which shall include but not be limited to the following:
 - a. Conduct during a towing operation which is careless, negligent or reckless and without due concern for the safety or property of others.
 - b. Conduct during a towing operation which is careless, negligent or reckless and results in damage to or destruction of private or municipal property.
 - c. Responding to a call pursuant to subsection (B) while under the influence of an intoxicating beverage or drug.
 - d. Use of improper or defective equipment during the performance of towing operations which endangers or may endanger the safety or property of others.
 - e. Failure to obtain current licenses as required under local, state or federal law.
 - f. Failure to remove debris from an accident scene, including the sweeping of glass and vehicle parts as required in subsection (D)(1)(k).

Removal shall be for a period of up to one year, depending upon the circumstances of each incident.

H. *Reinstatement on Eligible Tow Provider List after removal.* No tow truck company which has been removed from the eligible tow provider list for reasons set forth in subsections (G)(2) and (G)(3) shall be eligible for inclusion on the list under any other firm name or by any affiliation with a company which is properly listed. Principals of any tow truck company which have been removed from the list for the reasons set forth in subsections (G)(2) and (G)(3) may not thereafter be placed back on the eligible tow provider list during the term of their tow truck company's removal by any subterfuge whatsoever, nor shall any tow truck company in which they have a financial interest be eligible for inclusion on the eligible tow provider list during the term of the tow truck company's removal."

Section II: In the event that any section, sentence, clause, phrase or portion of this Ordinance is held to be invalid by a court of competent jurisdiction, the remainder of the Ordinance shall continue in full force and effect, to the extent the remainder can be given effect without the invalid portion.

Section III: This Ordinance shall be in full force and effect upon 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. 2022-82

Ordinance No. _____

**“AN ORDINANCE AUTHORIZING A MEMORANDUM OF UNDERSTANDING
WITH CITIZENS MEMORIAL HOSPITAL REGARDING EMERGENCY USE
OF CITY’S PORTABLE RESTROOM UNITS.”**

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 A MEMORANDUM OF UNDERSTANDING
WITH CITIZENS MEMORIAL HOSPITAL REGARDING EMERGENCY USE
OF CITY’S PORTABLE RESTROOM UNITS.”**

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 Citizens Memorial Hospital, for the emergency use of the City’s portable restroom units; 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



**Citizens Memorial Hospital District
Citizens Memorial Health Care Foundation**

1500 N. Oakland Avenue, Bolivar, MO 65613
phone 417-326-6000 | fax 417-328-6338 | citizensmemorial.com

Michael Calhoun, Chief Executive Officer/Executive Director

MEMORANDUM OF UNDERSTANDING

Between

Citizens Memorial Hospital/Citizens Memorial Healthcare Foundation

And

City of Bolivar
345 S Main St
Bolivar, MO 65613

This Memorandum of Understanding (MOU) establishes a partnership between City of Bolivar and Citizens Memorial Hospital/Citizens Memorial Healthcare Foundation (CMH)

In the event of a municipal sewer failure the City of Bolivar would assist CMH by providing portable toilets. Assistance would be contingent on availability of portable toilets.

CMH will have the responsibility to empty, clean and return any portable toilets used pursuant to this instrument in as good of condition as when delivered to CMH. Any damage to the portable toilets while in CMH possession for any reason will be the responsibility of CMH.

ANY PORTABLE TOILET OR OTHER EQUIPMENT PROVIDED TO CMH IS PROVIDED "AS-IS" WITHOUT WARRANTY. CITY OF BOLIVAR MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SAID PORTABLE TOILETS OR OTHER EQUIPMENT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

UNLESS AND ONLY TO THE LIMITED EXTENT REQUIRED OTHERWISE BY APPLICABLE LAW, IN NO EVENT SHALL THE CITY OF BOLIVAR OR ANY OF ITS REPRESENTATIVES BE LIABLE TO CMH OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, OR LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH CMH'S POSSESSION OR USE OF ANY PORTABLE TOILET OR OTHER EQUIPMENT PROVIDED TO CMH BY THE CITY OF BOLIVAR, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT CMH OR ANY THIRD PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

Unless and only to the limited extent required otherwise by applicable law, CMH will defend, indemnify and hold harmless the City of Bolivar (and its officers, directors, agents and employees) from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) resulting from any claim and for any reason arising from or related to CMH's possession or use of any portable toilet or other equipment provided to CMH by the City of Bolivar. This indemnification obligation is subject to CMH receiving (a) prompt written notice of such claim (but in any event notice in sufficient time for CMH to respond without prejudice); (b) the exclusive right to control and direct the investigation, defense or settlement of such claim and (c) all reasonable necessary cooperation by the City of Bolivar at CMH's expense.

The CMH administrator or their designee will notify the City Of Bolivar when services are needed by contacting

(Name)

(Phone)

This agreement will supersede any prior MOU between the parties regarding the use of the City's portable toilets in emergency situations. This agreement shall be effective upon signatures by both parties and replaces and rescinded all other MOU's. This MOU is in effect until rescinded by either party with 60 days' notice.

City of Bolivar

CMH

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

ORDINANCE COVER SHEET

Bill No. 2022-83

Ordinance No.

**“AN ORDINANCE AUTHORIZING AN AGREEMENT WITH NROUTE, LLC
FOR THE PURPOSE OF OUTFITTING POLICE DEPARTMENT PURSUIT
VEHICLES.”**

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 WITH NROUTE, LLC
FOR THE PURPOSE OF OUTFITTING POLICE DEPARTMENT PURSUIT
VEHICLES.”**

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 NROUTE, LLC for the purchase of outfitting police department pursuit vehicles; with such contract pricing and terms to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

Section II: The City is authorized to do a funds transfer from the Capital Improvement Fund as indicated in Exhibit “B”.

Section III: 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 IV: 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



6102 North 23rd Street

Ozark, MO 65721

Phone (417) 731-2900

www.nroutellc.com

QUOTE

Date

9/8/2022

Estimate Number

E22-0857

City of Bolivar
345 S Main Ave
Bolivar, Missouri 65613

City of Bolivar
Police Department
345 S Main Ave
Bolivar, Missouri 65613

MPN	Description	Qty	Cost	Total
EMPLB00SAH-2DN	2019 Ford PIU SoundOff Signal - mPower Rooftop LED Lightbar - 48" 6" Modules -- Red/Blue w/ AL, TD, Wrap Around Scene Light, Brake Option and Amber Arrow	1	2,576.00	2,576.00T
PMPLBK02	SoundOff Signal - Standard Fixed Mount w/ Thin Pad for Exterior Lightbar (each) - for Pursuit rated & standard hooks	1	0.00	0.00T
PNFLBF23	SoundOff Signal - Hook Kit for Standard Fixed Mount (see Vehicle Lookup under Support on our website or call for Part Numbers)	1	0.00	0.00T
ETSS100J	Sound Off Signal - 100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	1	196.00	196.00T
ETSKLF100	SoundOff Signal - LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket	1	492.00	492.00T
ETSSLFVBK03	SoundOff Signal - Aftershock Speaker Bracket (no drill) for Ford Utility 2015 - 2019, Frame Mount Driver Side	1	49.00	49.00T
ENFRMS3D	SoundOff Signal - 12 LED Replacement Warning Module for nFORCE® Perimeter Lighting, SAE Class 1, 10-16v, Dual Color Red/White (PUSH BUMPER)	1	98.00	98.00T
ENFRMS3E	SoundOff Signal - 12 LED Replacement Warning Module for nFORCE® Perimeter Lighting, SAE Class 1, 10-16v, Dual Color Blue/White (PUSH BUMPER)	1	98.00	98.00T
ENT2B3RBW	SoundOff Signal - Intersector Under Mirror Mount Light, 9-32 Vdc, w/ 4-Wedges, Mounting Gasket & Hardware, 18 LED, Tricolor - Red/Blue/White (MIRRIORS)	2	188.00	376.00T
PMP2BKUMB1	SoundOff Signal - Under Mirror Mount Bracket Kit (each) for installation on Ford PI Utility 2017 - 2018 for use with Intersector Surface Mount & mpower® 4" Stud Mount (not compatible with 3" Stud Mount)	2	16.00	32.00T
ENGSA5100RSP	SoundOff Signal -- 500 Series 100 Watt Remote Head w/ Push Button Control Siren and Light Controller	1	883.00	883.00T
EMPS2STS4J	SoundOff Signal - mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Red/Blue (LICENCE PLATE)	2	123.50	247.00T
E104R	8EVP - E104 - 4 LED Lighthouse - Red [HATCH OPEN]	1	46.00	46.00T
E104B	8EVP - E104 - 4 LED Lighthouse - Blue [HATCH OPEN]	1	46.00	46.00T
36-600SS2	Westin - Westin Public Safety;Elite 23.5" 2 Light Channel;Push Bumper Light Channel 23.5 inch Soundoff, 2 Hole;Black	1	38.00	38.00T
36-2055	Westin - Westin Public Safety;Push Bumper Elite;Police Interceptor Utility 2016-2019;Black	1	408.00	408.00T
FORDPIU11/19	Custom Cage - Single Prisoner Partition w/ Cargo Barrier-- Ford PIU (11-19)	1	964.00	964.00T
FORDPIU11/19-WA	Custom Cage - Window Armor - Rear Passenger Only - Ford PIU (11-19)	1	232.00	232.00T
FORDPIU11/19DP	Custom Cage - Replacement Door Panel - Ford PIU (11-19)	1	212.00	212.00T
For questions contact; Will Reynolds, 417-731-2900 or nroutellc@gmail.com		Total		



6102 North 23rd Street

Ozark, MO 65721

Phone (417) 731-2900

www.nroutellc.com

QUOTE

Date 9/8/2022

Estimate Number E22-0857

City of Bolivar
345 S Main Ave
Bolivar, Missouri 65613

City of Bolivar
Police Department
345 S Main Ave
Bolivar, Missouri 65613

MPN	Description	Qty	Cost	Total
C-VS-0812-INUT-1	Havis - 2013-2018 Ford Interceptor Utility Vehicle Specific 20" Console	1	341.00	341.00T
C-EB25-___-1P	Havis - 1-piece Equipment Mounting Bracket, 2.5" mounting space MOT XPR (C-EB25-MXP-1)	1	0.00	0.00T
C-EB40-___-1P	Havis - 1-piece Equipment Mounting Bracket, 4.0" mounting space SOSC (C-EB35-O3-1P)	1	0.00	0.00T
C-FP-2	Havis - 2" Filler Plate	1	0.00	0.00T
C-LP2-PS1-USB	Havis - 2 Lighter plug outlet w/ 1 switch & 1 USB cut outs	1	82.00	82.00T
C-CUP2-I	Havis - Internal cup holders	1	32.00	32.00T
C-AP-0625	Havis - 6" accessory pocket, 2.5" deep	1	45.00	45.00T
C-ARM-103	Havis - Armrest for top mount, console, large pad	1	113.00	113.00T
C-FP-1	Havis - 1" Filler Plate	1	0.00	0.00T
C-FP-3	Havis - 3" Filler Plate	1	0.00	0.00T
C-HDM-204	Havis - 8.5" Heavy Duty Telescoping Pole, side mount, short handle	1	137.00	137.00T
C-MD-112	Havis - Tilt/swivel slide motion adapter	1	250.00	250.00T
UT-1001	Havis - Universal Rugged Cradle for approximately 11"-14" Computing Devices	1	230.00	230.00T
WEI-005	Weiser Solutions - Handcuff & Clasp-Lock Universal Mount - Universal 36" 6-channel backbone weapon mount with one clasp-style lock and one handcuff-style lock.	1	464.00	464.00T
200-0242-00	Combination Dash Mount 11-19 Ford PIU	1	64.00	64.00T
200-1064-00	2015-2019 Ford Interceptor SUV Rear Antenna Mount	1	67.00	67.00T
7601B	Egis Mobile - TDR Series Time Delay Relay, 160 A, Bulk	1	140.00	140.00T
46061	Bussmann Fuse Panel, 8-Gang W/Ground Pad	1	23.00	23.00T
MB8U	Laird - 3/4" Thru Hole NMO Mount w/ 17ft RG-58	1	20.00	20.00T
ROOF-FT-NITI-M	STI-CO Antenna Systems - Flexi-whip mast only, field or factory tuned from 136 MHz-1 GHz	1	51.00	51.00T
	Install Front Push Bumper	1	125.00	125.00
	Install Exterior Warning Light - Grille/Front Bumper	2	65.00	130.00
	Install Siren Speaker	1	65.00	65.00
	Install Low Frequency Secondary Siren	1	130.00	130.00
	Install Side Mirror Emergency Light	2	65.00	130.00
	Install Full Size Light Bar -- LED	1	200.00	200.00
	Install Radar System	1	130.00	130.00
	Install Center Console	1	95.00	95.00
	Install Computer Mount	1	75.00	75.00
	Install Siren w/ Light Controls	1	95.00	95.00

For questions contact; Will Reynolds, 417-731-2900 or nroutellc@gmail.com

Total



6102 North 23rd Street

Ozark, MO 65721

Phone (417) 731-2900

www.nroutellc.com

QUOTE

Date

9/8/2022

Estimate Number

E22-0857

City of Bolivar

345 S Main Ave

Bolivar, Missouri 65613

City of Bolivar

Police Department

345 S Main Ave

Bolivar, Missouri 65613

MPN	Description	Qty	Cost	Total
	Install Rechargeable Flashlight Charger	1	25.00	25.00
	Install Single Seat Prisoner Partition	1	250.00	250.00
	Install Weapons Mount, Timer & Switch	1	65.00	65.00
	Install Exterior Warning Light - Rear Facing	2	65.00	130.00
	Install Exterior Warning Light - Rear Hatch Open	2	65.00	130.00
	Install Window Armor - per window	1	25.00	25.00
	SHOP SUPPLIES	1	35.00	35.00
	FREIGHT **ESTIMATED**	1	200.00	200.00
	Sales Tax		0.00%	0.00
			<div style="text-align: right;"> \$9052.00 1635 200. shipping <hr/> 2035. </div>	
For questions contact; Will Reynolds, 417-731-2900 or nroutellc@gmail.com		Total	\$11,087.00	



6102 North 23rd Street

Ozark, MO 65721

Phone (417) 731-2900

www.nroutellc.com

QUOTE

Date

9/20/2022

Estimate Number

E22-0898

City of Bolivar
345 S Main Ave
Bolivar, Missouri 65613

City of Bolivar
Police Department
345 S Main Ave
Bolivar, Missouri 65613

MPN	Description	Qty	Cost	Total
EMPLB00SAH-2DN	2020 Ford PIU SoundOff Signal - mPower Rooftop LED Lightbar - 48" 6" Modules -- Red/Blue w/ AL, TD, Wrap Around Scene Light, Brake Option and Amber Arrow	1	2,576.00	2,576.00T
ETSS100J	Sound Off Signal - 100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	1	196.00	196.00T
ETSKLF100	SoundOff Signal - LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket	1	492.00	492.00T
ETSSVBK01	SoundOff Signal - 100N/100J/100U Series Speaker Bracket (no drill) for Ford PI Utility 2020 - 2022 capable of holding up to two kits, Bumper Mount Center	1	30.00	30.00T
ETSSLFVBK09	SoundOff Signal - Aftershock Speaker Bracket (no drill) for Ford Utility 2020 - 2022, Frame Mount Driver Side	1	30.00	30.00T
ENFRMS3D	SoundOff Signal - 12 LED Replacement Warning Module for nFORCE® Perimeter Lighting, SAE Class 1, 10-16v, Dual Color Red/White (PUSH BUMPER)	1	98.00	98.00T
ENFRMS3E	SoundOff Signal - 12 LED Replacement Warning Module for nFORCE® Perimeter Lighting, SAE Class 1, 10-16v, Dual Color Blue/White (PUSH BUMPER)	1	98.00	98.00T
ENT2B3RBW	SoundOff Signal - Intersector Under Mirror Mount Light, 9-32 Vdc, w/ 4-Wedges, Mounting Gasket & Hardware, 18 LED, Tricolor - Red/Blue/White (MIRRORS)	2	188.00	376.00T
PMP2BKUMB4	Soundoff Signal - Under Mirror Mount Bracket Kit (each) for installation on Ford PI Utility 2020-2022 for use with mpower® 3" and 4" Stud or Quick Mount and Intersector Surface Mount	2	21.00	42.00T
EMPS2STS4J	SoundOff Signal - mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Red/Blue (LICENCE PLATE)	2	123.50	247.00T
E104R	8EVP - E104 - 4 LED Lighthouse - Red [HATCH OPEN]	1	46.00	46.00T
E104B	8EVP - E104 - 4 LED Lighthouse - Blue [HATCH OPEN]	1	46.00	46.00T
36-2125	Westin - Westin Public Safety;Push Bumper Elite;Police Interceptor Utility 2020;Black	1	409.00	409.00T
36-6005S2	Westin - Westin Public Safety;Elite 23.5" 2 Light Channel;Push Bumper Light Channel 23.5 inch Soundoff, 2 Hole;Black	1	38.00	38.00T
FORDPIU20+	Custom Cage -- Single Prisoner Partition w/ Cargo Barrier - Ford PIU 20+	1	964.00	964.00T
FORDPIU20+/WA	Custom Cage - Window Armor - Rear Passenger Only - Ford PIU 20+	1	232.00	232.00T
FORDPIU/20+DH/W S	Custom Cage - Door Handle/Window Switch Covers - Ford PI Utility (20+)	1	50.00	50.00T
C-VS-1012-INUT	Havis - Ford Interceptor Utility Specific Angled Console with 22" of total internal mounting space; 27° degree x 10" front angled, 12" rear horizontal	1	376.00	376.00T
For questions contact; Will Reynolds, 417-731-2900 or nroutellc@gmail.com		Total		



6102 North 23rd Street

Ozark, MO 65721

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QUOTE

Date

9/20/2022

Estimate Number

E22-0898

City of Bolivar
345 S Main Ave
Bolivar, Missouri 65613

City of Bolivar
Police Department
345 S Main Ave
Bolivar, Missouri 65613

MPN	Description	Qty	Cost	Total
C-EB25-___-1P	Havis - 1-piece Equipment Mounting Bracket, 2.5" mounting space MOT XPR (C-EB25-MXP-1)	1	0.00	0.00T
C-EB40-___-1P	Havis - 1-piece Equipment Mounting Bracket, 4.0" mounting space SOSC (C-EB35-O3-1P)	2	0.00	0.00T
C-FP-2	Havis - 2" Filler Plate	1	0.00	0.00T
C-LP2-PS1-USB	Havis - 2 Lighter plug outlet w/ 1 switch & 1 USB cut outs	1	82.00	82.00T
C-CUP2-I	Havis - Internal cup holders	1	32.00	32.00T
C-AP-0625	Havis - 6" accessory pocket, 2.5" deep	1	45.00	45.00T
C-ARM-103	Havis - Armrest for top mount, console, large pad	1	113.00	113.00T
C-FP-1	Havis - 1" Filler Plate	1	0.00	0.00T
C-FP-3	Havis - 3" Filler Plate	1	0.00	0.00T
C-HDM-204	Havis - 8.5" Heavy Duty Telescoping Pole, side mount, short handle	1	137.00	137.00T
C-MD-112	Havis - Tilt/swivel slide motion adapter	1	250.00	250.00T
UT-1001	Havis - Universal Rugged Cradle for approximately 11"-14" Computing Devices	1	230.00	230.00T
WEI-005	Weiser Solutions - Handcuff & Clasp-Lock Universal Mount - Universal 36" 6-channel backbone weapon mount with one clasp-style lock and one handcuff-style lock.	1	464.00	464.00T
200-1379-00	Stalker Radar - 2020-2022 FPIU SUV CU/Display/Antenna Mount	1	96.00	96.00T
200-1378-00	Stalker Radar - 2020-2022 FPIU SUV Rear Antenna Mount	1	118.00	118.00T
155-2591-20	Stalker Radar - 20 Foot Antenna Cable, IP67	1	141.00	141.00T
155-2591-02	Stalker Radar - 2 Foot Antenna Cable, IP67	1	75.00	75.00T
7601B	Egis Mobile - TDR Series Time Delay Relay, 160 A, Bulk	1	140.00	140.00T
46061	Bussmann Fuse Panel, 8-Gang W/Ground Pad	1	23.00	23.00T
MB8U	Laird - 3/4" Thru Hole NMO Mount w/ 17ft RG-58	1	20.00	20.00T
ROOF-FT-NITI-M	STI-CO Antenna Systems - Flexi-whip mast only, field or factory tuned from 136 MHz-1 GHz	1	51.00	51.00T
	Install Front Push Bumper	1	125.00	125.00
	Install Exterior Warning Light - Grille/Front Bumper	2	65.00	130.00
	Install Siren Speaker	1	65.00	65.00
	Install Low Frequency Secondary Siren	1	130.00	130.00
	Install Side Mirror Emergency Light	2	65.00	130.00
	Install Full Size Light Bar -- LED	1	200.00	200.00
	Install Radar System (CUSTOMER SUPPLIED)	1	130.00	130.00
	Install Center Console	1	95.00	95.00
	Install Computer Mount	1	75.00	75.00
	Install Siren w/ Light Controls (CUSTOMER SUPPLIED)	1	95.00	95.00
For questions contact; Will Reynolds, 417-731-2900 or nroutellc@gmail.com		Total		



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Ozark, MO 65721

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QUOTE

Date

9/20/2022

Estimate Number

E22-0898

City of Bolivar

345 S Main Ave

Bolivar, Missouri 65613

City of Bolivar

Police Department

345 S Main Ave

Bolivar, Missouri 65613

MPN	Description	Qty	Cost	Total
	Install Rechargeable Flashlight Charger	1	25.00	25.00
	Install Single Seat Prisoner Partition	1	250.00	250.00
	Install Weapons Mount, Timer & Switch	1	65.00	65.00
	Install Exterior Warning Light - Rear Facing	2	65.00	130.00
	Install Exterior Warning Light - Rear Hatch Open	2	65.00	130.00
	Install Window Armor - per window	1	25.00	25.00
	SHOP SUPPLIES	1	35.00	35.00
	FREIGHT **ESTIMATED**	1	200.00	200.00
	Sales Tax		0.00%	0.00
For questions contact; Will Reynolds, 417-731-2900 or nroutellc@gmail.com		Total	\$10,398.00	



6102 North 23rd Street
Ozark, MO 65721

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QUOTE

Date	9/17/2022
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Estimate Number	E22-0885
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City of Bolivar
345 S Main Ave
Bolivar, Missouri 65613

City of Bolivar
Police Department
345 S Main Ave
Bolivar, Missouri 65613

MPN	Description	Qty	Cost	Total
	2022 Charger Pursuit - Black			
	SoundOff Signal Equipment - Missouri State Contract #CC20140008			
	Havis Equipment - Missouri State Contract #CC201981003			
	Installation - City of Springfield Contract # 2019-1960			
ETSS100J	Sound Off Signal - 100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	1	143.96	143.96T
EMPCSG2STS5RBW	SoundOff Signal - mpower® 4" 3-Wire Light w/ Stud Mount, Black Housing, 18 LED, Tricolor - Red/Blue/White	4	141.4375	565.75T
PMP2WSDDB	SoundOff Signal - Dual Window Shroud Kit for 4" Light w/ Stud Mount - Black	2	18.20	36.40T
ENGSA5100CSP	SoundOff Signal - bluePRINT 500 Series 100W Console Button Control	1	761.79	761.79T
EMPCSG2STS4J	SoundOff Signal - mpower® 4" Fascia Light w/ Stud Mount, Black Housing, 12 LED, Dual Color - Red/Blue	4	127.3975	509.59T
PMP2WSDDB	SoundOff Signal - Dual Window Shroud Kit for 4" Light w/ Stud Mount - Black	2	18.20	36.40T
C-VS-2400-CHGR-2	Havis - 2011-2018 Dodge Charger Vehicle Specific 24" Console	1	279.94	279.94T
C-FP-2	Havis - 2" Filler Plate	1	0.00	0.00T
C-EB25-MXP-1P-A	Havis - 1-Piece Angled Equipment Mounting Bracket, 2.5" Mounting Space, Fits Motorola XPR 4550	1	0.00	0.00T
C-EB40-S05-1P	Havis - 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits SoundOff Signal 500 Series	1	0.00	0.00T
C-FP-25	Havis - 2-1/2" Filler Plate	1	0.00	0.00T
CUP2-1001	Havis - Internal cup holders	1	44.82	44.82T
C-FP-3	Havis - 3" Filler Plate	1	0.00	0.00T
C-AP-0625	Havis - 6" accessory pocket, 2.5" deep	1	43.83	43.83T
C-ARM-103	Havis - Armrest for top mount, console, large pad	1	108.97	108.97T
MB8MI	Laird - 3/4 Thru-Hole NMO Mount with 17 Ft. RG-58A/U Cable & Mini UHF Installed	1	20.00	20.00T
MWV1365S	PCTEL - Quarter Wave Antenna w/ Spring Silver 136-174 MHz (MWV1365S)	1	85.29	85.29T
7601B	Egis Mobile - 160 A TIME DELAY RELAY (TDR), BULK PACK	1	119.00	119.00T
46062	Bussmann Fuse Panel, 10-Gang W/ Ground Pad	1	27.00	27.00T
NY2F50	NYSPSEL - Double Ended Female 3-Wire 50" Length	8	18.00	144.00T
	INSTALLATION:			
	Install Front Headlight Wig-Wag System *OEM*	1	35.00	35.00
	Install Siren Speaker	1	35.00	35.00
	Install Front Interior Mounted Lightbar	1	95.00	95.00
	Install Center Console	1	65.00	65.00
	Install Mobile Radio w/ Antenna	1	65.00	65.00
	Install Sound Off Signal bluePRINT Siren Controller & Control Panel	1	165.00	165.00T
	Install Rear Interior Mounted Lightbar	1	95.00	95.00
	Install Tail Light Wig-Wag System *OEM*	1	35.00	35.00
For questions contact, 417-731-2900 or nroutellc@gmail.com		Total		



6102 North 23rd Street
Ozark, MO 65721

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QUOTE

Date	9/17/2022
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Estimate Number	E22-0885
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City of Bolivar
345 S Main Ave
Bolivar, Missouri 65613

City of Bolivar
Police Department
345 S Main Ave
Bolivar, Missouri 65613

MPN	Description	Qty	Cost	Total
	SHOP SUPPLIES	1	35.00	35.00
	FREIGHT **ESTIMATED** TBD	1	100.00	100.00
	Sales Tax		0.00%	0.00
For questions contact, 417-731-2900 or nroutellc@gmail.com		Total	\$3,651.74	



6102 North 23rd Street

Ozark, MO 65721

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QUOTE

Date 9/16/2022

Estimate Number E22-0882

City of Bolivar
345 S Main Ave
Bolivar, Missouri 65613

City of Bolivar
Police Department
345 S Main Ave
Bolivar, Missouri 65613

MPN	Description	Qty	Cost	Total
	2022 Ram 1500 SSV - Black - Admin			
	SoundOff Signal Equipment - Missouri State Contract #CC20140008			
	Havis Equipment - Missouri State Contract #CC201981003			
	Installation - City of Springfield Contract # 2019-1960			
36-53545	Westin - Westin Public Safety;Push Bumper EliteXD;Ram 1500 2013-2018; Ram 1500 Classic 2019;Black	1	758.36	758.36T
36-6015S2	Westin - Westin Public Safety;Elite 33.1" 2 Light Channel;Push Bumper Light Channel 33.1 inch Soundoff, 2 Hole;Black	1	50.56	50.56T
ENFRMS3D	SoundOff Signal - 12 LED Warning Module, Dual Color Red/White	1	101.40	101.40T
ENFRMS3E	SoundOff Signal - 12 LED Warning Module, Dual Color Blue/White	1	101.40	101.40T
ETSS100J	Sound Off Signal - 100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	2	143.955	287.91T
ENT2B3RBW	SoundOff Signal - Intersector Under Mirror Mount Light, 18 LED, Tricolor - Red/Blue/White	2	163.115	326.23T
ENFWB000BT	SoundOff Signal - nForce Interior Lightbar -- Front - 09+ Ram 1500 Classic - Red/Blue w/ Full Scene	1	1,096.14	1,096.14T
ENGSA5200RSP	SoundOff Signal - bluePRINT 500 Series 200W Remote Head Button Control	1	985.90	985.90T
ENGSYM001	Sound Off Signal - bluePRINT Sync Module w/ Antenna	1	202.29	202.29T
ENGLMK005	SoundOff Signal - bluePRINT Link® Micro Module and Vehicle Harness for Dodge Ram 1500 (2013-2018) and Dodge Ram 1500 Classic / SSV 2019-2022, and Dodge Ram 2500-5500 2013-2022	1	248.98	248.98T
EMPAK0098N	SoundOff Signal - mpower® Arrow Kit, includes 12" Breakout Box Harness, (1) Breakout Box, (2) Distribution Harnesses and (1) Power/Control Harness - (8) EMPSCG2STS5RAW	1	1,045.70	1,045.70T
PMP2WSDDDB	SoundOff Signal - Dual Window Shroud Kit for 4" Light w/ Stud Mount - Black	3	14.23	42.69T
EMPS2STS4J	SoundOff Signal - mpower® 4" Fascia Light w/ Stud Mount,12 LED, Dual Color - Red/Blue Rear License Plate	2	112.84	225.68T
C-B66	Havis - 2013-2018 Dodge Ram pickup 4-piece mounting bracket kit	1	51.60	51.60T
C-VS-0814-RAM-2	Havis - 2013-2018 Dodge Ram Retail Pickup Truck Vehicle Specific 22" Console	1	464.10	464.10T
C-EB25-MXP-1P	Havis - 1-Piece Equipment Mounting Bracket, 2.5" Mounting Space, Fits Motorola XPR 4550	1	0.00	0.00T
C-EB30-APS-1P	Havis - 1-Piece Equipment Mounting Bracket, 3" Mounting Space, Fits Motorola APX-4500, Self-contained Radio	1	0.00	0.00T
C-FP-25	Havis - 2-1/2" Filler Plate	1	0.00	0.00T
C-EB40-SQ5-1P	Havis - 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits SoundOff Signal 500 Series	1	0.00	0.00T
CUP2-1001	Havis - Internal cup holders	1	45.00	45.00T
C-AP-0625	Havis - 6" accessory pocket, 2.5" deep	1	63.67	63.67T
C-ARM-103	Havis - Armrest for top mount, console, large pad	1	158.28	158.28T
C-HDM-204	Havis - 8.5" Heavy Duty Telescoping Pole, side mount, short handle	1	132.00	132.00T
For questions contact, 417-731-2900 or nroutellc@gmail.com		Total		



6102 North 23rd Street

Ozark, MO 65721

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QUOTE

Date 9/16/2022

Estimate Number E22-0882

City of Bolivar
345 S Main Ave
Bolivar, Missouri 65613

City of Bolivar
Police Department
345 S Main Ave
Bolivar, Missouri 65613

MPN	Description	Qty	Cost	Total
C-MD-112	Havis - Tilt/swivel slide motion adapter	1	261.00	261.00T
UT-1001	Havis - Universal Rugged Cradle for approximately 11"-14" Computing Devices	1	221.00	221.00T
155-2591-02	Stalker Radar - 2 Foot Antenna Cable, IP67	1	69.00	69.00T
155-2591-20	Stalker Radar - 20 Foot Antenna Cable, IP67	1	130.00	130.00T
200-0888-00	Stalker - Combo Glass Suction Cup Mount	1	125.00	125.00T
200-0986-00	Stalker - Dual Pivot Arm Antenna Mount	1	63.00	63.00T
226207RB	BAKFlip - G2 Hard Folding Bed Cover - 09+ Classic Ram 5'7" w/ RamBox	1	1,039.00	1,039.00T
DR8	Decked - Pickup Bed Drawer System - Ram 1500 RamBox 09+ 5'7" Bed	1	1,449.00	1,449.00T
MB8MI	Laird - 3/4 Thru-Hole NMO Mount with 17 Ft. RG-58A/U Cable & Mini UHF Installed	3	20.00	60.00T
MWV1365S	PCTEL - Quarter Wave Antenna w/ Spring Silver 136-174 MHz (MWV1365S)	2	85.29	170.58T
QWB152	152-162 MHz 1/4 Wave Mobile Antenna, Black	1	10.50	10.50T
QWB760	Laird - 815MHz - Whip, Straight RF Antenna 760MHz ~ 870MHz 0dB NMO Base Mount, Black	1	12.00	12.00T
7601B	Egis Mobile - 160 A TIME DELAY RELAY (TDR), BULK PACK	1	119.00	119.00T
46062	Bussmann Fuse Panel,10-Gang W/ Ground Pad	1	27.00	27.00T
	INSTALLATION:			
	Install Front Push Bumper	1	125.00	125.00
	Install Exterior Warning Light - Grille	2	45.00	90.00
	Install Front Headlight Wig-Wag System *OEM*	1	35.00	35.00
	Install Siren Speaker	1	35.00	35.00
	Install Side Mirror Emergency Light	2	60.00	120.00
	Install Front Interior Mounted Lightbar	1	95.00	95.00
	Install Center Console	1	65.00	65.00
	Install Mobile Radio w/ Antenna	2	65.00	130.00
	Install Sound Off Signal bluePRINT Siren Controller & Control Panel	1	165.00	165.00T
	Install Rear Exterior Mounted Lightbar	1	95.00	95.00
	Install Tail Light Wig-Wag System *OEM*	1	35.00	35.00
	Install Exterior Warning Light - Rear License Plate	2	45.00	90.00
	Install Radar System	1	130.00	130.00
	Install Computer Mount	1	75.00	75.00
	Install Bed Cover	1	65.00	65.00
	Install Bed Drawer System	1	130.00	130.00
	SHOP SUPPLIES	1	35.00	35.00
	FREIGHT **ESTIMATED** TBD	1	100.00	100.00
	Sales Tax		0.00%	0.00
For questions contact, 417-731-2900 or nroutellc@gmail.com			Total	\$11,758.97



6102 North 23rd Street

Ozark, MO 65721

Phone (417) 731-2900

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QUOTE

Date

9/17/2022

Estimate Number

E22-0884

City of Bolivar
345 S Main Ave
Bolivar, Missouri 65613

City of Bolivar
Police Department
345 S Main Ave
Bolivar, Missouri 65613

MPN	Description	Qty	Cost	Total
	2022 Ram 1500 SSV - Black - Admin **STOCK CENTER SEAT** SoundOff Signal Equipment - Missouri State Contract #CC20140008 Havis Equipment - Missouri State Contract #CC201981003 Installation - City of Springfield Contract # 2019-1960			
36-53545	Westin - Westin Public Safety;Push Bumper EliteXD;Ram 1500 2013-2018; Ram 1500 Classic 2019;Black	1	758.36	758.36T
36-6015S2	Westin - Westin Public Safety;Elite 33.1" 2 Light Channel;Push Bumper Light Channel 33.1 inch Soundoff, 2 Hole;Black	1	50.56	50.56T
ENFRMS3D	SoundOff Signal - 12 LED Warning Module, Dual Color Red/White	1	101.40	101.40T
ENFRMS3E	SoundOff Signal - 12 LED Warning Module, Dual Color Blue/White	1	101.40	101.40T
ETSS100J	Sound Off Signal - 100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	2	143.955	287.91T
ENT2B3RBW	SoundOff Signal - Intersector Under Mirror Mount Light, 18 LED, Tricolor - Red/Blue/White	2	163.115	326.23T
ENFWB000BT	SoundOff Signal - nForce Interior Lightbar -- Front - 09+ Ram 1500 Classic - Red/Blue w/ Full Scene	1	1,096.14	1,096.14T
ENGSA5200RSP	SoundOff Signal - bluePRINT 500 Series 200W Remote Head Button Control	1	985.90	985.90T
ENGSYM001	Sound Off Signal - bluePRINT Sync Module w/ Antenna	1	202.29	202.29T
ENGLMK005	SoundOff Signal - bluePRINT Link® Micro Module and Vehicle Harness for Dodge Ram 1500 (2013-2018) and Dodge Ram 1500 Classic / SSV 2019-2022, and Dodge Ram 2500-5500 2013-2022	1	248.98	248.98T
EMPAK0098N	SoundOff Signal - mpower® Arrow Kit, includes 12" Breakout Box Harness, (1) Breakout Box, (2) Distribution Harnesses and (1) Power/Control Harness - (8) EMPSCG2STS5RAW	1	1,045.70	1,045.70T
PMP2WSDDDB	SoundOff Signal - Dual Window Shroud Kit for 4" Light w/ Stud Mount - Black	3	14.23	42.69T
EMPS2STS4J	SoundOff Signal - mpower® 4" Fascia Light w/ Stud Mount,12 LED, Dual Color - Red/Blue Rear License Plate	2	112.84	225.68T
C-B71	Havis - 2013-2019 Dodge Ram pickup 3-piece mounting bracket kit	1	65.52	65.52T
C-AS-840-11	Havis - 8" Angled Series console for light trucks & SUV's	1	162.01	162.01T
C-EB25-MXP-1P	Havis - 1-Piece Equipment Mounting Bracket, 2.5" Mounting Space, Fits Motorola XPR 4550	1	0.00	0.00T
C-EB40-SO5-1P	Havis - 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits SoundOff Signal 500 Series	1	0.00	0.00T
C-FP-15	Havis - 1-1/2" Filler Plate	1	0.00	0.00T
PKG-PSM-352	Havis - 2007-2018 Dodge Ram Chassis Cab Pickup 3500, 4500 & 5500 Premium Passenger Side Mount Package	1	496.33	496.33T
UT-1001	Havis - Universal Rugged Cradle for approximately 11"-14" Computing Devices	1	221.33	221.33T
155-2591-02	Stalker Radar - 2 Foot Antenna Cable, IP67	1	69.00	69.00T
For questions contact, 417-731-2900 or nroutellc@gmail.com		Total		



6102 North 23rd Street

Ozark, MO 65721

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QUOTE

Date

9/17/2022

Estimate Number

E22-0884

City of Bolivar
345 S Main Ave
Bolivar, Missouri 65613

City of Bolivar
Police Department
345 S Main Ave
Bolivar, Missouri 65613

MPN	Description	Qty	Cost	Total
155-2591-20	Stalker Radar - 20 Foot Antenna Cable, IP67	1	130.00	130.00T
200-0888-00	Stalker - Combo Glass Suction Cup Mount	1	125.00	125.00T
200-0986-00	Stalker - Dual Pivot Arm Antenna Mount	1	63.00	63.00T
226207RB	BAKFlip - G2 Hard Folding Bed Cover - 09+ Classic Ram 5'7" w/ RamBox	1	1,039.00	1,039.00T
DR8	Decked - Pickup Bed Drawer System - Ram 1500 RamBox 09+ 5'7" Bed	1	1,449.00	1,449.00T
	Motorola - APX O5 UNDERDASH TO REMOTE MOUNT CONVERSION TIB & CHIB KIT	1	272.00	272.00T
HKN6186A	Motorola - REMOTE MOUNT CONTROL HEAD TRUNNION	1	30.00	30.00T
HKN6188B	Motorola - CONTROL HEAD POWER CABLE, APX/XTL	1	52.00	52.00T
HKN6169B	Motorola - 17' REMOTE MOUNT CABLE, APX/XTL	1	98.00	98.00T
MB8MI	Laird - 3/4 Thru-Hole NMO Mount with 17 Ft. RG-58A/U Cable & Mini UHF Installed	3	20.00	60.00T
MWV1365S	PCTEL - Quarter Wave Antenna w/ Spring Silver 136-174 MHz (MWV1365S)	2	85.29	170.58T
QWB152	152-162 MHz 1/4 Wave Mobile Antenna, Black	1	10.50	10.50T
QWB760	Laird - 815MHz - Whip, Straight RF Antenna 760MHz ~ 870MHz 0dB NMO Base Mount, Black	1	12.00	12.00T
7601B	Egis Mobile - 160 A TIME DELAY RELAY (TDR), BULK PACK	1	119.00	119.00T
46062	Bussmann Fuse Panel,10-Gang W/ Ground Pad	1	27.00	27.00T
	INSTALLATION:			
	Install Front Push Bumper	1	125.00	125.00
	Install Exterior Warning Light - Grille	2	45.00	90.00
	Install Front Headlight Wig-Wag System *OEM*	1	35.00	35.00
	Install Siren Speaker	1	35.00	35.00
	Install Side Mirror Emergency Light	2	60.00	120.00
	Install Front Interior Mounted Lightbar	1	95.00	95.00
	Install Center Console	1	65.00	65.00
	Install Mobile Radio w/ Antenna	2	65.00	130.00
	Install Sound Off Signal bluePRINT Siren Controller & Control Panel	1	165.00	165.00T
	Install Rear Exterior Mounted Lightbar	1	95.00	95.00
	Install Tail Light Wig-Wag System *OEM*	1	35.00	35.00
	Install Exterior Warning Light - Rear License Plate	2	45.00	90.00
	Install Radar System	1	130.00	130.00
	Install Computer Mount	1	75.00	75.00
	Install Bed Cover	1	65.00	65.00
	Install Bed Drawer System	1	130.00	130.00
	SHOP SUPPLIES	1	35.00	35.00
	FREIGHT **ESTIMATED** TBD	1	100.00	100.00
	Sales Tax		0.00%	0.00
For questions contact, 417-731-2900 or nroutellc@gmail.com		Total	\$11,759.51	



6102 North 23rd Street

Ozark, MO 65721

Phone (417) 731-2900

www.nroutellc.com

39,641.06 total

50,039.05

QUOTE

Date

9/17/2022

Estimate Number

E22-0886

City of Bolivar
345 S Main Ave
Bolivar, Missouri 65613

City of Bolivar
Police Department
345 S Main Ave
Bolivar, Missouri 65613

MPN	Description	Qty	Cost	Total
	2022 Ram 1500 SSV - Black - Patrol SoundOff Signal Equipment - Missouri State Contract #CC20140008 Havis Equipment - Missouri State Contract #CC201981003 Installation - City of Springfield Contract # 2019-1960			
36-53545	Westin - Westin Public Safety;Push Bumper EliteXD;Ram 1500 2013-2018; Ram 1500 Classic 2019;Black	1	758.36	758.36T
36-6015S2	Westin - Westin Public Safety;Elite 33.1" 2 Light Channel;Push Bumper Light Channel 33.1 inch Soundoff, 2 Hole;Black	1	50.56	50.56T
ENFRMS3D	SoundOff Signal - 12 LED Warning Module, Dual Color Red/White	1	101.40	101.40T
ENFRMS3E	SoundOff Signal - 12 LED Warning Module, Dual Color Blue/White	1	101.40	101.40T
ETSS100J	Sound Off Signal - 100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	2	143.955	287.91T
ENT2B3R8BW	SoundOff Signal - Intersector Under Mirror Mount Light, 18 LED, Tricolor - Red/Blue/White	2	163.115	326.23T
EMPLB00S9R-1NM	SoundOff Signal - mPower Rooftop LED Lightbar - 55" 6" Modules -- Red/Blue w/ AL, TD, Wrap Around Scene Light, Brake Option and Amber Arrow	1	2,998.79	2,998.79T
PNFLBF36	SoundOff Signal - Hook Kit for Standard Fixed Mount - Ram DS	1	78.00	78.00T
PNFLBF38	SoundOff Signal - Hook Kit for Standard Fixed Mount - 21+ Chev Tahoe	-1	78.00	-78.00T
ENGSA5200RSP	SoundOff Signal - bluePRINT 500 Series 200W Remote Head Button Control	1	985.90	985.90T
ENGSYMDO1	Sound Off Signal - bluePRINT Sync Module w/ Antenna	1	202.29	202.29T
ENGLMK005	SoundOff Signal - bluePRINT Link* Micro Module and Vehicle Harness for Dodge Ram 1500 (2013-2018) and Dodge Ram 1500 Classic / SSV 2019-2022, and Dodge Ram 2500-5500 2013-2022	1	248.98	248.98T
EMPAK0098N	SoundOff Signal - mpower* Arrow Kit, includes 12" Breakout Box Harness, (1) Breakout Box, (2) Distribution Harnesses and (1) Power/Control Harness - (8) EMPSCG2STS5RAW	1	1,045.70	1,045.70T
PMP2WSDDDB	SoundOff Signal - Dual Window Shroud Kit for 4" Light w/ Stud Mount - Black	3	14.23	42.69T
EMPS2STS4J	SoundOff Signal - mpower* 4" Fascia Light w/ Stud Mount,12 LED, Dual Color - Red/Blue Rear License Plate	2	112.84	225.68T
C-B66	Havis - 2013-2018 Dodge Ram pickup 4-piece mounting bracket kit	1	51.60	51.60T
C-VS-0814-RAM-2	Havis - 2013-2018 Dodge Ram Retail Pickup Truck Vehicle Specific 22" Console	1	464.10	464.10T
C-EB25-MXP-1P	Havis - 1-Piece Equipment Mounting Bracket, 2.5" Mounting Space, Fits Motorola XPR 4550	1	0.00	0.00T
C-EB40-SO5-1P	Havis - 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits SoundOff Signal 500 Series	1	0.00	0.00T
C-FP-15	Havis - 1-1/2" Filler Plate	1	0.00	0.00T
CUP2-1001	Havis - Internal cup holders	1	45.00	45.00T
C-FP-2	Havis - 2" Filler Plate	2	0.00	0.00T
C-AP-0625	Havis - 6" accessory pocket, 2.5" deep	1	63.67	63.67T
C-ARM-103	Havis - Armrest for top mount, console, large pad	1	158.28	158.28T
For questions contact, 417-731-2900 or nroutellc@gmail.com		Total		



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QUOTE

Date

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Estimate Number

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City of Bolivar
345 S Main Ave
Bolivar, Missouri 65613

City of Bolivar
Police Department
345 S Main Ave
Bolivar, Missouri 65613

MPN	Description	Qty	Cost	Total
C-HDM-204	Havis - 8.5" Heavy Duty Telescoping Pole, side mount, short handle	1	132.00	132.00T
C-MD-112	Havis - Tilt/swivel slide motion adapter	1	261.00	261.00T
UT-1001	Havis - Universal Rugged Cradle for approximately 11"-14" Computing Devices	1	221.00	221.00T
155-2591-02	Stalker Radar - 2 Foot Antenna Cable, IP67	1	69.00	69.00T
155-2591-20	Stalker Radar - 20 Foot Antenna Cable, IP67	1	130.00	130.00T
200-0888-00	Stalker - Combo Glass Suction Cup Mount	1	125.00	125.00T
200-0986-00	Stalker - Dual Pivot Arm Antenna Mount	1	63.00	63.00T
RAMDS/09+	Custom Cage - Single Prisoner Partition - Ram DS 2009+	1	1,100.00	1,100.00T
RAMDS/09+WA	Custom Cage - Window Armor - Rear Passenger Only - RAM DS 2009+	1	265.00	265.00T
MB8MI	Laird - 3/4 Thru-Hole NMO Mount with 17 Ft. RG-58A/U Cable & Mini UHF Installed	1	20.00	20.00T
MWV1365S	PCTEL - Quarter Wave Antenna w/ Spring Silver 136-174 MHz (MWV1365S)	1	85.29	85.29T
7601B	Egis Mobile - 160 A TIME DELAY RELAY (TDR), BULK PACK	1	119.00	119.00T
46062	Bussmann Fuse Panel, 10-Gang W/ Ground Pad	1	27.00	27.00T
	INSTALLATION:			
	Install Front Push Bumper	1	125.00	125.00
	Install Exterior Warning Light - Grille	2	45.00	90.00
	Install Front Headlight Wig-Wag System *OEM*	1	35.00	35.00
	Install Siren Speaker	1	35.00	35.00
	Install Side Mirror Emergency Light	2	60.00	120.00
	Install Full Size Light Bar -- LED	1	195.00	195.00
	Install Center Console	1	65.00	65.00
	Install Mobile Radio w/ Antenna	2	65.00	130.00
	Install Sound Off Signal bluePRINT Siren Controller & Control Panel	1	165.00	165.00T
	Install Rear Exterior Mounted Lightbar	1	95.00	95.00
	Install Tail Light Wig-Wag System *OEM*	1	35.00	35.00
	Install Exterior Warning Light - Rear License Plate	2	45.00	90.00
	Install Radar System	1	130.00	130.00
	Install Computer Mount	1	75.00	75.00
	Install Single Seat Prisoner Partition	1	150.00	150.00
	Install Window Armor - per window	1	25.00	25.00T
	SHOP SUPPLIES	1	35.00	35.00
	FREIGHT **ESTIMATED** TBD	1	100.00	100.00
	Sales Tax		0.00%	0.00
For questions contact, 417-731-2900 or nroutellc@gmail.com		Total		\$12,470.83

*Labon
1560-*

	Exhibit B			
	2022			
	Capital Improvement Funds Transfer			
	Nroute Motorsports Police Vehicle Outfitting			
	2019 Ford Interceptor	\$ 11,087.00		
	2020 Ford Interceptor	\$ 10,398.00		
	2022 Dodge Charger	\$ 3,651.74		
	2022 Dodge Ram 1500	\$ 11,758.97		
	2022 Dodge Ram 1500	\$ 11,759.51		
	2022 Dodge Ram 1500	\$ 12,470.83		
		Transfer Out	Transfer In	
	31-531-5900 Capital Improvement Funds	\$ 61,126.05		
	11-406-4900 PD Transfers In		\$ 61,126.05	

ORDINANCE COVER SHEET

Bill No. 2022- 84

Ordinance No.

**“AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO
RENEWAL AGREEMENT WITH ANTHEM BLUE CROSS
AND BLUE SHIELD FOR THE CITY’S HEALTH BENEFITS SERVICES.”**

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; _____ Absent.

_____ 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 THE CITY TO ENTER INTO
RENEWAL AGREEMENT WITH ANTHEM BLUE CROSS
AND BLUE SHIELD FOR THE CITY’S HEALTH BENEFITS SERVICES.”**

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

Section I: The City is hereby authorized to enter into renewal agreements with Anthem Blue Cross and Blue Shield for the City’s health benefits services; with such agreements to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

Section II: The City Administrator, Mayor and City Clerk are hereby authorized and directed to enter into said agreements 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

Your summary of benefits



Anthem® Blue Cross and Blue Shield

Your Plan: Anthem Blue Preferred Select 3000/0%/6000 Rx \$10/\$35/\$75/25% to \$350 Tiered

Your Network: Blue Preferred

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible	\$3,000 person / \$6,000 family	\$9,000 person / \$18,000 family
Overall Out-of-Pocket Limit	\$6,000 person / \$12,000 family	\$18,000 person / \$36,000 family
<p>The family deductible and out-of-pocket limit are embedded, meaning the cost shares of one family member will be applied to the per person deductible and per person out-of-pocket limit; in addition, amounts for all covered family members apply to both the family deductible and family out-of-pocket limit. No one member will pay more than the per person deductible or per person out-of-pocket limit.</p> <p>All medical and prescription drug deductibles, copayments and coinsurance apply toward the out-of-pocket limit(s) (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services).</p> <p>In-Network and Non-Network deductibles and out-of-pocket limit amounts are separate and do not accumulate toward each other.</p>		
Doctor Visits (virtual and office) <i>You are encouraged to select a Primary Care Physician (PCP).</i>		
Medical Chats and Virtual Visits for Primary Care <i>from our Online Provider K Health, through its affiliated Provider groups are covered at \$0 copay per visit medical deductible does not apply.</i>		
Virtual Visits from online provider LiveHealth Online <i>for urgent/acute medical and mental health and substance abuse care via www.livehealthonline.com are covered at \$0 copay per visit medical deductible does not apply.</i>		
Primary Care (PCP) and Mental Health and Substance Abuse Care <i>virtual and office</i>	\$30 copay per visit medical deductible does not apply	30% coinsurance after medical deductible is met
Specialist Care <i>virtual and office</i>	\$70 copay per visit medical deductible does not apply	30% coinsurance after medical deductible is met
<u>Other Practitioner Visits</u>		
Routine Maternity Care (Prenatal and Postnatal)	0% coinsurance after medical deductible is met	30% coinsurance after medical deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Retail Health Clinic <i>for routine care and treatment of common illnesses; usually found in major pharmacies or retail stores.</i> Chiropractic Services <i>Coverage is limited to 26 visits per benefit period.</i>	\$30 copay per visit medical deductible does not apply 50% coinsurance medical deductible does not apply	30% coinsurance after medical deductible is met Not covered
<u>Other Services in an Office</u> Allergy Testing <i>When Allergy injections are billed separately by network providers, the member is responsible for a \$10 copay. When billed as part of an office visit, there is no additional cost to the member for the injection.</i> Prescription Drugs <i>Dispensed in the office</i> Surgery	0% coinsurance after medical deductible is met 0% coinsurance after medical deductible is met \$70 copay per visit medical deductible does not apply [†]	30% coinsurance after medical deductible is met 30% coinsurance after medical deductible is met 30% coinsurance after medical deductible is met
Preventive care / screenings / immunizations	No charge	30% coinsurance after medical deductible is met
Preventive Care for Chronic Conditions per IRS guidelines	No charge	30% coinsurance after medical deductible is met
<u>Diagnostic Services</u> Lab Office Outpatient Hospital	No charge 0% coinsurance after medical deductible is met	30% coinsurance after medical deductible is met 30% coinsurance after medical deductible is met
X-Ray Office Outpatient Hospital	No charge 0% coinsurance after medical deductible is met	30% coinsurance after medical deductible is met 30% coinsurance after medical deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Advanced Diagnostic Imaging <i>for example: MRI, PET and CAT scans</i> Office Freestanding Radiology Center Outpatient Hospital	0% coinsurance after medical deductible is met 0% coinsurance after medical deductible is met 0% coinsurance after medical deductible is met	30% coinsurance after medical deductible is met 30% coinsurance after medical deductible is met 30% coinsurance after medical deductible is met
<u>Emergency and Urgent Care</u> Urgent Care <i>includes doctor services. Additional charges may apply depending on the care provided.</i> Emergency Room Facility Services <i>Copay waived if admitted.</i> Emergency Room Doctor and Other Services Ambulance	\$50 copay per visit medical deductible does not apply \$300 copay per visit after medical deductible is met 0% coinsurance after medical deductible is met 0% coinsurance after medical deductible is met	30% coinsurance after medical deductible is met Covered as In-Network Covered as In-Network Covered as In-Network
<u>Outpatient Mental Health and Substance Abuse Care at a Facility</u> Facility Fees Doctor Services	0% coinsurance after medical deductible is met 0% coinsurance after medical deductible is met	30% coinsurance after medical deductible is met 30% coinsurance after medical deductible is met
<u>Outpatient Surgery</u> Facility Fees Hospital Ambulatory Surgical Center	0% coinsurance after medical deductible is met 0% coinsurance after medical deductible is met	30% coinsurance after medical deductible is met 30% coinsurance after medical deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Doctor and Other Services Hospital Ambulatory Surgical Center	0% coinsurance after medical deductible is met 0% coinsurance after medical deductible is met	30% coinsurance after medical deductible is met 30% coinsurance after medical deductible is met
<u>Hospital (Including Maternity, Mental Health and Substance Abuse)</u> Facility Fees Human Organ and Tissue Transplants <i>Cornea transplants are treated the same as any other illness and subject to the medical benefits.</i> Physician and other services <i>including surgeon fees</i>	0% coinsurance after medical deductible is met 0% coinsurance after medical deductible is met 0% coinsurance after medical deductible is met	30% coinsurance after medical deductible is met 30% coinsurance after medical deductible is met 30% coinsurance after medical deductible is met
Home Health Care <i>Coverage is limited to 100 visits per benefit period. Limits are combined for all home health services.</i>	0% coinsurance after medical deductible is met	30% coinsurance after medical deductible is met
Rehabilitation and Habilitation services <i>including physical, occupational and speech therapies.</i> <i>Coverage for physical and occupational therapies is limited to 40 visits combined per benefit period. Limit includes manipulative treatment when performed by someone other than a Chiropractor. Speech therapy has no visit limit. Benefit limit does not apply to Applied Behavioral Analysis. Benefit limit does not apply when performed as part of Early Intervention.</i> Office Outpatient Hospital	\$30 copay per visit medical deductible does not apply 0% coinsurance after medical deductible is met	30% coinsurance after medical deductible is met 30% coinsurance after medical deductible is met
Pulmonary rehabilitation Office	\$70 copay per visit medical deductible does not apply	30% coinsurance after medical deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Outpatient Hospital	0% coinsurance after medical deductible is met	30% coinsurance after medical deductible is met
Cardiac rehabilitation <i>Coverage is limited to 36 visits per benefit period.</i> Office Outpatient Hospital	\$70 copay per visit medical deductible does not apply 0% coinsurance after medical deductible is met	30% coinsurance after medical deductible is met 30% coinsurance after medical deductible is met
Dialysis/Hemodialysis Office Outpatient Hospital	\$70 copay per visit medical deductible does not apply 0% coinsurance after medical deductible is met	30% coinsurance after medical deductible is met 30% coinsurance after medical deductible is met
Chemo/Radiation Therapy Office Outpatient Hospital	\$70 copay per visit medical deductible does not apply [†] 0% coinsurance after medical deductible is met	30% coinsurance after medical deductible is met 30% coinsurance after medical deductible is met
Skilled Nursing Care (facility) <i>Coverage for Skilled Nursing, Outpatient Rehabilitation and Inpatient Rehabilitation facility settings is limited to 150 days combined per benefit period.</i>	0% coinsurance after medical deductible is met	30% coinsurance after medical deductible is met
Inpatient Hospice	0% coinsurance after medical deductible is met	30% coinsurance after medical deductible is met
Durable Medical Equipment	0% coinsurance after medical deductible is met	30% coinsurance after medical deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Prosthetic Devices <i>Coverage for wigs is limited to 1 item after cancer treatment per benefit period.</i>	0% coinsurance after medical deductible is met	30% coinsurance after medical deductible is met
Hearing Aids <i>Coverage for hearing aids is limited to children 1 through 17 years of age, with one hearing aid per ear every 36 months. Newborn hearing aids no limit.</i>	0% coinsurance after medical deductible is met	30% coinsurance after medical deductible is met

Covered Prescription Drug Benefits	Cost if you use a Preferred Network Pharmacy	Cost if you use an In-Network Pharmacy	Cost if you use a Non-Network Pharmacy
Pharmacy Deductible	Not applicable	Not applicable	Not applicable
Pharmacy Out-of-Pocket Limit	Combined with In-Network medical out-of-pocket limit	Combined with In-Network medical out-of-pocket limit	Combined with Non-Network medical out-of-pocket limit

Prescription Drug Coverage

Network: Rx Choice Tiered Network

Drug List: Essential Drugs not included on the Essential drug list will not be covered.

Day Supply Limits:

Retail Pharmacy 30 day supply (cost shares noted below)

Retail 90 Pharmacy 90 day supply (3 times the 30 day supply cost share(s) charged at Preferred Network and In-Network Retail Pharmacies noted below applies).

Home Delivery Pharmacy 90 day supply (maximum cost shares noted below) Maintenance medications are available through CarelonRx Mail (IngenioRx will become CarelonRx on January 1, 2023). You may get two 30-day supply fills of the same maintenance medication at a retail pharmacy. Prior to your 3rd fill, you must call us on the number on your ID card and tell us if you would like to keep getting your maintenance medications from a retail pharmacy or if you would like to use home delivery. If you do not contact us, you will pay the full retail cost of any maintenance medication until you inform us of your decision.

Specialty Pharmacy 30 day supply (cost shares noted below for retail and home delivery apply). We may require certain drugs with special handling, provider coordination or patient education be filled by our designated specialty pharmacy. Drug cost share assistance programs may be available for certain specialty drugs.

Tier 1 - Typically Generic	\$10 copay per prescription (retail) and \$25 copay per prescription (home delivery)	\$20 copay per prescription (retail) and Not covered (home delivery)	50% coinsurance (retail) and Not covered (home delivery)
Tier 2 – Typically Preferred Brand	\$35 copay per prescription (retail) and \$105 copay per prescription (home delivery)	\$45 copay per prescription (retail) and Not covered (home delivery)	50% coinsurance (retail) and Not covered (home delivery)

Covered Prescription Drug Benefits	Cost if you use a Preferred Network Pharmacy	Cost if you use an In-Network Pharmacy	Cost if you use a Non-Network Pharmacy
Tier 3 - Typically Non-Preferred Brand	\$75 copay per prescription (retail) and \$225 copay per prescription (home delivery)	\$85 copay per prescription (retail) and Not covered (home delivery)	50% coinsurance (retail) and Not covered (home delivery)
Tier 4 - Typically Specialty (brand and generic)	25% coinsurance up to \$350 per prescription (retail and home delivery)	25% coinsurance up to \$450 per prescription (retail) and Not covered (home delivery)	50% coinsurance (retail) and Not covered (home delivery)
Covered Vision Benefits		Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<i>This is a brief outline of your vision coverage. To receive the In-Network benefit, you must use a Blue View Vision Provider. Only children's vision services count towards your out of pocket limit.</i>			
Children's Vision exam (up to age 19) <i>Limited to 1 exam per benefit period.</i>		No charge	\$0 copayment up to plan's Maximum Allowed Amount
Adult Vision exam (age 19 and older) <i>Limited to 1 exam per benefit period.</i>		No charge	Reimbursed Up to \$42

Notes:

- Dependent age: to end of the month in which the child attains age 26.
- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.
- No charge means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- The representations of benefits in this document are subject to Division of Insurance approval and are subject to change.
- If you have an office visit with your Primary Care Physician or Specialist at an Outpatient Facility (e.g., Hospital or Ambulatory Surgical Facility), benefits for Covered Services will be paid under "Outpatient Facility Services".
- Costs may vary by the site of service. Other cost shares may apply depending on services provided. Check your Certificate of Coverage for details.
- † Your cost share will be reduced when services are provided in a PCP's office.

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Evidence of Coverage (EOC), the Evidence of Coverage (EOC), will prevail.

Your summary of benefits



Your Plan: Anthem Blue Preferred Select 3000/0%/6000 Rx \$10/\$35/\$75/25% to \$350 Tiered

Your Network: Blue Preferred

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable) 	Date 9/28/2022
Underwriting signature (if applicable)	Date

In Missouri, (excluding 30 counties in the Kansas City area) Anthem Blue Cross and Blue Shield is the trade name of RightCHOICE® Managed Care, Inc. (RIT), Healthy Alliance® Life Insurance Company (HALIC), and HMO Missouri, Inc. RIT and certain affiliates administer non-HMO benefits underwritten by HALIC and HMO benefits underwritten by HMO Missouri, Inc. RIT and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits. Independent licensees of the Blue Cross and Blue Shield Association. ® ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

Questions: (833) 578-4436 or visit us at www.anthem.com

MO/LG/Anthem Blue Preferred Select 3000/0%/6000 Rx \$10/\$35/\$75/25% to \$350 Tiered/73LP/01-01-2023

Language Access Services:

Get help in your language

Curious to know what all this says? We would be too. Here's the English version:

If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call (833) 578-4436

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

(TTY/TDD: 711)

Arabic (العربية): إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. لتتحدث إلى مترجم، اتصل على (833) 578-4436.

Armenian (հայերեն): Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով (833) 578-4436:

Chinese(中文): 如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電(833) 578-4436。

Farsi (فارسی): در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه ای به زبان مادریتان دریافت کنید. برای گفتگو با یک مترجم شفاهی، با شماره (833) 578-4436 تماس بگیرید.

French (Français): Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (833) 578-4436.

Haitian Creole (Kreyòl Ayisyen): Si ou gen nenpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (833) 578-4436.

Italian (Italiano): In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (833) 578-4436.

Japanese (日本語): この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。通訳と話すには、(833) 578-4436 にお電話ください。

Korean (한국어): 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면(833) 578-4436로 문의하십시오.

Language Access Services:

Navajo (Diné): Dii naaltsoos biká'ígíí lahgo bina'idílkidgo ná bohónéedzq dóó bee ahóót'i' t'áá ni nizaad k'ehj bee nil hodoonih t'áadoo bááh ilínígóó. Ata' halne'ígíí la' bich'i' hadeesdzih nínízingo koꞓ' hodiílnih (833) 578-4436.

Polish (polski): W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer: (833) 578-4436.

Punjabi (ਪੰਜਾਬੀ): ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹੁੰਦੇ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੁੰਦਾ ਹੈ। ਇੱਕ ਦੁਬਾਰੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, (833) 578-4436 ਤੇ ਕਾਲ ਕਰੋ।

Russian (Русский): если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (833) 578-4436.

Spanish (Español): Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (833) 578-4436.

Tagalog (Tagalog): Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (833) 578-4436.

Vietnamese (Tiếng Việt): Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (833) 578-4436.

It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Renewal rate sheet

CITY OF BOLIVAR

Group Number: W60314

Effective January 1, 2023 through December 31, 2023

Commission level : 3.50%

✓	Plan Name	Monthly rates					Premium Increase
		Employee	Employee + Spouse	Employee + Children	Employee + Family	Total	

Renewal Plan Designs

Blue Preferred - Anthem Blue Preferred Select 3000/0%/6000 (\$10/\$35/\$75/25% to \$350, Tiered) - 73LP	Enrollment	45	17	9	11	82	
	Current	\$492.79	\$985.85	\$862.61	\$1,355.54	\$61,609.43	
	Renewal	\$521.07	\$1,042.43	\$912.11	\$1,433.33	\$65,145.08	5.74%
Blue Preferred - Anthem Blue Preferred Select 5000/10%/7900 (\$10/\$35/\$75/25% to \$350, Tiered) - 73QF	Enrollment	6	0	0	0	6	
	Current	\$436.97	\$874.18	\$764.90	\$1,201.99	\$2,621.82	
	Renewal	\$468.61	\$937.48	\$820.28	\$1,289.03	\$2,811.66	7.24%

Total Premium Increase **5.80%**

Authorized Signature:

By typing my name I intend for it to serve as my signature, and that I am authorized to sign on behalf of this group.

Title:

Date:

Tracy Slagle

City Administrator

9/28/2022

*Removed
9-28-22
No longer
an option*

ORDINANCE COVER SHEET

Bill No. 2022-85

Ordinance No. _____

**“AN ORDINANCE AUTHORIZING ACCEPTANCE OF GRANT AGREEMENT
WITH MISSOURI DEPARTMENT OF NATRUAL RESOURCES FOR
PLAYGROUND SURFACE MATERIAL GRANT.”**

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 ACCEPTANCE OF GRANT AGREEMENT
WITH MISSOURI DEPARTMENT OF NATURAL RESOURCES FOR
PLAYGROUND SURFACE MATERIAL GRANT.”**

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

Section I: The City is hereby authorized to enter into an agreement with the Missouri Department of Natural Resources for playground surface material grant, with such agreement terms to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

Section II: The execution of this Agreement is hereby authorized and ratified 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

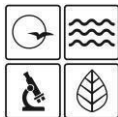
ATTEST:

Paula Henderson, City Clerk

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



MISSOURI DEPARTMENT OF NATURAL RESOURCES
WASTE MANAGEMENT PROGRAM

PLAYGROUND SCRAP TIRE SURFACE MATERIAL GRANT APPLICATION FORM

Create separate attachments if adequate space is not allowed electronically.

LEGAL NAME OF ORGANIZATION		TELEPHONE NUMBER WITH AREA CODE		FAX NUMBER WITH AREA CODE	
ADDRESS		CITY	STATE	ZIP CODE	FEDERAL TAX ID NUMBER
1. APPLICANT PROFILE					
Type of Applicant (Check one) <input type="checkbox"/> Park or Park District <input type="checkbox"/> Non-Profit Entity (attach legal status documentation) <input type="checkbox"/> Private School <input type="checkbox"/> Public Entity or Institution <input type="checkbox"/> Government Organization <input type="checkbox"/> Other (Explain)					
NAME OF AUTHORIZED OFFICIAL		OFFICIAL TITLE		TELEPHONE NUMBER WITH AREA CODE	
ADDRESS		CITY	STATE	ZIP CODE	FAX NUMBER WITH AREA CODE
PROJECT MANAGER		TITLE		TELEPHONE NUMBER WITH AREA CODE	
ADDRESS		CITY	STATE	ZIP CODE	FAX NUMBER WITH AREA CODE
2. LOCATION PROFILE					
Indicate the location of the project site (specific address and diagram or map of the project location):					
Property status (i.e., owned, leased, being purchased; attach proof of ownership [copy of deed with signature sheet and legal description] or written permission from property owner and their ownership proof [copy of deed with signature sheet and legal description]): Property ownership from the internet is not a substitute for a deed. Contact the program directly before submitting the application if a deed is not directly available.					
SOLID WASTE MANAGEMENT DISTRICT		COUNTY			
All applicants are to answer the following questions or provide an explanation as to why the items are not applicable to the proposed project. Provide as much information as you can to ensure the reviewers have a full understanding of the project.					
3. PROJECT DESCRIPTION					
List the type of material to be used, dimensions of project area, the approximate geographic area and population served.					
Explain why there is a need for the project and its current status and describe the proposed project and its objectives.					
4. MATERIAL SUMMARY, 4a. MATERIAL TYPE, 4b. MATERIAL SUPPORT, 4c. MATERIAL COMMITMENT					
If the chosen vendor is not in the approved vendor list provided, indicate the percentage of Missouri scrap tires used in the scrap tire material vendor's product and attach written documentation for the chosen vendor certifying the percentage.					
Indicate the type of material to be used in your project (tiles/mats/pour-in-place or molded product[s]).					
Describe the underlying base material for tiles/mats, pour-in-place material and/or molded products to be used in your project. The product base must meet manufacturer recommendations.					
Indicate number of quotes, certification statements, contracts, purchase orders, etc. received from department-approved scrap tire material vendors. Include which contractor or quote is being used for the budget section of the application.					

5. MEDIA EXPOSURE

Provide a plan to seek media exposure for this project, including how the Department of Natural Resources funding will be mentioned.

Indicate the specifically named types of mediums you intend to use for media/public exposure of project. E.g. Plaques, specific newspapers, radio networks, etc.

6. RECYCLING EDUCATION

Provide a plan to use the project as part of a recycling program to teach students or the public the benefits of recycling.

7. COOPERATIVE EFFORTS WITH YOUR SOLID WASTE MANAGEMENT DISTRICT (SWMD)

Provide information regarding any other funding received from your SWMD for this project.

Indicate if your SWMD has committed to involvement or will provide support with the project (provide SWMD commitment documentation).

8. SCOPE OF WORK/TIMELINE

Identify project tasks by number and describe each task and length of time to accomplish the task. Project tasks are the actions taken to achieve specified project objectives. Identify which personnel are responsible for each task. If the project or individual tasks are expected to take longer than may be considered reasonable, provide reasons for the anticipated delays. Indicate tasks on timeline graph on the following page.

8a. TIMELINE GRAPH (You may use the example provided below or create your own timeline, provided it supplies the required information.)

The Scope of Work tasks must be the items on the vertical axis of the timeline graph.
The project period will be stated on the Financial Assistance Agreement of the grant. Due to the variable nature of the financial assistance negotiation process, it is not possible to predict the project start date. For this reason, the months on the timeline are referred to as numbers 1-13, not as January, February, etc. Add additional task spaces, if needed.

PROJECT TIMELINE GRAPH (You may use this example or create your own timeline, provided it follows the same format.)

TASK													
TASK													
TASK													
TASK													
TASK													
TASK													
TASK													
TASK													
TASK													
TASK													
QUARTER REPORTS													
PROJECT MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13

9. BUDGET

Complete the budget summary below showing the **total cost** of the proposed **Playground** scrap tire surface material/molded product project.

Grant funds are eligible for scrap tire material/molded product(s), installation (by vendor) and delivery costs only.

Consulting/engineering fees, site preparation/labor, material containment/support, or removal of current surfacing, disposal, etc. costs are **not eligible** for grant fund reimbursement and should **not** be included in the budget summary.

Grant recipients will be eligible to receive up to \$40,000.

Note: The budget summary will be used as the basis for the grant agreement and reflects the maximum amount for which the recipient may be eligible for reimbursement.

Budget Summary

(SCRAP TIRE MATERIAL ONLY, DO NOT INCLUDE ANY OTHER PROJECT COSTS)

(i.e., ground prep, removal of current ground cover, concrete/asphalt, non-scrap tire material installation labor, etc.)

	Requested Scrap Tire Material Grant Funds	Additional Funds Not Provided by the Grant	Total Scrap Tire Material Project Cost (for surface material costs only)
Scrap Tire Material	\$	\$	\$
Delivery	\$	\$	\$
Total	\$	\$	\$

9a. SUPPORTING DOCUMENTS

Preliminary Project Design

Provide a diagram, map, or image of the area where the scrap tire surface material/molded product will be located. Include dimensions of the area and type of scrap tire surface material or molded product(s) to be used. Mats/tiles, pour-in-place material, or molded product(s) **must be** placed on asphalt, concrete, or other suitable support material. Provide detailed information about the support material (mats, tiles, pour-in-place, molded product[s]) to be used. All scrap tire material projects must conform to the manufacturer's specifications.

APPLICATION SIGNATURES

I hereby certify the information in this application is true and correct. I further certify the organization I represent has sufficient resources to conduct this project while awaiting reimbursement from the Department.

Further, I certify compliance the instructions have been reviewed and the applicant agrees to the terms and conditions in Attachment #1.

SIGNATURE OF AUTHORIZED OFFICIAL	DATE
SIGNATURE OF PROJECT MANAGER	DATE

Playground Scrap Tire Surface Material Grant Application Instructions for Form 780-2143

- Information on who may apply for playground scrap tire surface material grants
- A description of playground scrap tire surface material grants
- The amount of available funding
- Detailed requirements and procedures for applying for a grant
- Application instructions
- A list of approved scrap tire material vendors
- Evaluation criteria.
- A Solid Waste Management District map and list of Solid Waste Management District contacts.

Please reference the general terms and conditions located in [Attachment 1](#).

Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorized - [Attachment 2](#).

Types of projects eligible for funding upon award under this announcement

Playground projects only, that uses a product of at least 40% Missouri generated scrap tires.

Who may apply for a playground scrap tire surface material grant?

Public school districts, private schools, park districts, nonprofit day care centers, other nonprofit entities and governmental organizations **other than state agencies** are eligible to submit applications. Privately owned, residential backyard areas, and private in-home day care centers **are ineligible**. All applications must include proof of ownership in the form of a property deed. Other forms of property ownership information will not be accepted.

Assistance is available only for those projects located **within the state of Missouri**. Applications may come from an individual school within a public school district or individual park within a park district or city/county boundary; however, the Missouri Department of Natural Resources reserves the right to limit the number of grants a school, park district, city/county can receive.

Prior recipients of scrap tire surface material grants **are ineligible** during this grant cycle **unless** an expansion to the prior surfaced area is planned or a different location or area will be surfaced. **Prior surfaced areas cannot** be repaired or upgraded with grant funds.

Evaluation

Evaluation criteria are used to score all applications. Once all grant applications are evaluated and scored should multiple applications receive the same score the Department shall break such tie by assigning each application a number and selecting numbers in a random draw until grant funds are exhausted.

Note: The Department reserves the right to deny funding to anyone convicted of defrauding the Department; has failed to honor a previous contractual agreement or covenant with the Department; has substantially failed to meet the minimum performance criteria of a previous project funded by the Department due to mismanagement, deception or negligence; or has documented less than satisfactory performance in the administration of a previous Department grant.

Information about eligible playground scrap tire surfacing materials

The Department is accepting applications that promote the use of recycled scrap tires for playground surface materials. All grant recipients will be required to purchase scrap tire material from manufacturers that use at least 40% Missouri generated scrap tires in their material or product. A list of known vendors is provided with these instructions. Mats/tiles, pour-in-place material and molded product(s) must be placed on asphalt, concrete or other suitable surfaces. All surface material projects must conform to the manufacturer's specifications and be approved by the Department.

Amount of playground scrap tire surface material funding available

The amount of available funds each year will be announced with release of the grant notice for the scrap tire material grants for playgrounds. Grant recipients requesting mats/tiles, pour-in-place surface material, molded product(s) will be eligible to receive up to \$40,000.

Financial assistance agreement and reimbursement of allowable expenditures

Playground scrap tire surface material grants are paid on a **reimbursement basis**. Purchases and expenditures of grant funds cannot occur until a Financial Assistance Agreement (FAA) between the grant recipient and the Department has been signed. The grant recipient is responsible for making all payments for the project. Reimbursement may then be requested solely for the purchase, vendor installation and delivery of the playground scrap tire surface material. Grant recipients will be reimbursed only after the playground scrap tire surface material is installed and verified by a Department inspector and all required documentation is submitted and approved by the Department project manager. The term of all playground scrap tire surface material grants is one year and six months as indicated in the FAA.

Submission of application

It is highly encouraged that applications are submitted through the Department Funding Opportunities online portal at <https://modnr.force.com/CommunityCustomLoginPage>. To receive access to the portal, complete and submit the Access Request form located at <https://dnr.mo.gov/financial-opportunities/funding-portal/access-request>. Please allow for **24 to 48 hours** for your request to be processed.

Applications may also be submitted via USPS or other freight carrier or may be hand-delivered.

Mail application to:

Missouri Department of Natural Resources
Waste Management Program
PO Box 176
Jefferson City, MO 65101

Deliver application to:

Missouri Department of Natural Resources
Waste Management Program
1730 E. Elm Street
Jefferson City, MO 65101

Applicants must ensure the application form is signed and dated by a duly authorized individual and all supporting documentation is included.

Application deadline is as follows:

- Online Portal – Application must be fully submitted with all attachments by 5 p.m. Central Standard Time on July 15, 2022.
- USPS or other freight carrier – Application must be postmarked by July 15, 2022.
- Hand-delivered – Must arrive at the department by 5 p.m. on July 15, 2022.

Applications will not be accepted via fax or email. Applications and supporting documents received after the deadline indicated above are ineligible for evaluation and funding.

Playground scrap tire material or products vendor

The following is a list of vendors known to the Department whose scrap tire material uses at least 40% Missouri tires in their product. The Department in no way endorses the services of these businesses, but provides this list for your information. The businesses are listed in no specific order. The Department assumes no liability or responsibility for the quality of scrap tire material. Applicants should require from the manufacturer that the scrap tire material be relatively free of foreign material such as protruding metal, loose wire, rocks, wood, etc. The Department suggests applicants request samples of the scrap tire material and consult with vendors regarding proper depth, containment, support and site preparation. Because manufacturers use different processes and feed stocks, the scrap tire material from each vendor may vary.

Missouri Vendors

All Inclusive Rec LLC

PO Box 72
Farmington, MO 63640
573-701-9787
573-701-9312 fax
air@allinclusiverec.com

Constructive Playthings

13201 Arrington Road
Grandview, MO 64030
800-448-2972
816-761-8225 fax

EcoShred

2848 N. LeCompte Ave.
Springfield MO 65803
417-799-8932
<https://ecoshred.green/>

Entire Recycling Inc.

13974 US Highway 136
Rock Port, MO 64482
660-744-2252
877-209-7345

Fry & Associates Inc.

101 E. 15th Ave.
North Kansas City, MO 64116
800-444-9787
816-221-4825
816-581-2947 fax
www.fryandassociates.com

Granuband Macon LLC

612 Blees Industrial Drive
Macon, MO 63552
800-800-5350

International Mulch Co.

1 Mulch Lane
Bridgeton, MO 63044
866-936-8524

National Playground

PO Box Z
Carlisle, IA 50047
314-225-7988
eddie@playgroundcompliance.com

[Rooster Rubber](#)

1720 Wabash Ave.
Kansas City, MO 64127-2505
816-241-6400
816-241-6404 fax
www.roosterrubber.com

S. Bollinger & Associates LLC

PO Box 856
Hillsboro, MO 63050
636-797-5820
www.Sbollingerandassociates.com

Kansas Vendors

Champlin Tire Recycling Inc.

PO Box 445
Concordia, KS 66901
800-295-3345

Ecoturf Surfacing

7356 Holiday Drive
Kansas City, KS 66106
913-713-1573
913-548-0668 fax
www.ecoturfsurfacing.com

Other

SofSurfaces Inc.

4393 Discovery Line, PO Box 239
Petrolia, Ontario, Canada
800-263-2363
519-882-2697 fax

Liberty Tire

3410 Midcourt Road, Suite 108
Carrollton, TX 75006
972-963-5528 x 113
972-232-4888 fax

Playcore dba GameTime

PO Box 240981
Charlotte, NC 28224
800-438-2780

Note: All estimates, bids, and invoices must include a statement by the vendor regarding the percentage of Missouri tires used in their product(s).



MISSOURI DEPARTMENT OF NATURAL RESOURCES

FINANCIAL ASSISTANCE AGREEMENT

Assistance as described herein is hereby offered and accepted effective upon signature of authorized officials for the dates indicated in Budget Period and Project Period below.

RECIPIENT INFORMATION

RECIPIENT NAME City of Bolivar		RECIPIENT TELEPHONE NUMBER WITH AREA CODE (417) 328-5881	
ADDRESS 345 South Main Ave		CITY Bolivar	STATE MO
UNIQUE IDENTIFIER (DUNS NUMBER) 44-6000140		PROJECT NUMBER T220026	ZIP CODE 65613
BUDGET PERIOD 11/01/2022 – 04/30/2024		PROJECT PERIOD 11/01/2022 – 04/30/2024	
RECIPIENT PROJECT MANAGER NAME Spencer Welch		RECIPIENT PROJECT EMAIL ADDRESS swelch@bolivar.mo.us	PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (417) 328-5881

PROJECT INFORMATION

RECIPIENT PROJECT TITLE AND PROJECT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)

Dunnegan Memorial Park and Cribbs Youth Park - playground

TYPE OF ASSISTANCE New Award <input type="checkbox"/> Amendment <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Other <input type="checkbox"/>	SOURCE OF FUNDING	CFDA NUMBER	CFDA NAME
STATE PROJECT MANAGER NAME Debbie Ickes		STATE PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (573) 526 - 3937	INDIRECT COST RATE FOR RECIPIENT %
RESEARCH AND DEVELOPMENT YES <input type="checkbox"/> NO <input type="checkbox"/>	RESEARCH AND DEVELOPMENT COMMENTS IF NEEDED		

PROJECT FUNDING	Original Amount	Original Percentage	Amended Amount	Amended Percentage	Total Amount	Total Percentage
Federal Award:	\$	%	\$	%	\$ 0.00	%
State/Other Award:	\$39,967.50	%	\$	%	\$ 0.00	%
Recipient Match:	\$	%	\$	%	\$ 0.00	%
Total Award:	\$	%	\$ 0.00	%	\$ 0.00	%

AGREEMENT ADMINISTRATION

THE RECIPIENT AGREES TO ADMINISTER THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS INCLUDING, BUT NOT LIMITED TO:

APPLICABLE PROGRAM GUIDELINES 0		RECIPIENT APPLICATION, AS NEGOTIATED, DATED	
BUDGET PLAN Attachment #	DETAILED SCOPE OF WORK Attachment #	SPECIAL CONDITIONS Attachment #	GENERAL TERMS AND CONDITIONS Attachment #
PUBLICATIONS Attachment #	EPA MBE/WBE UTILIZATION Attachment #	CERTIFICATE REGARDING LOBBYING Attachment #	INVOICE Attachment #
SUSPENSION/DEBARMENT Attachment #		PUBLIC LAW Attachment #	
ADDITIONAL ATTACHMENTS Attachment #		Attachment #	

AMENDMENT INFORMATION

AMENDMENT ID	AMENDMENT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)

FEDERAL AWARD INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

FEDERAL AWARD PROJECT TITLE AND DESCRIPTION	
FEDERAL AWARDDING AGENCY	FEDERAL AWARD ID NUMBER
	PASS THROUGH ENTITY NAME MoDNR
FEDERAL FUNDING YEAR	FEDERAL AWARD DATE
	TOTAL AMOUNT OF FEDERAL AWARD
	\$
	INDIRECT COST RATE FOR MoDNR
	%

APPROVAL

DEPARTMENT OF NATURAL RESOURCES DIRECTOR OR DESIGNEE NAME (TYPED) Dru Buntin, Director	SIGNATURE	DATE
RECIPIENT ORGANIZATION AUTHORIZED OFFICIAL NAME AND TITLE (TYPED) Jerry Hamby, Public Works Director	SIGNATURE <i>Jerry Hamby</i>	DATE 9/28/22

Company ID Number: 185991

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	City of Bolivar
Company Facility Address	345 S. Main Bolivar, MO 65613
Company Alternate Address	P.O. Box 9 Bolivar, MO 65613
County or Parish	POLK
Employer Identification Number	446000140
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

ORDINANCE COVER SHEET

Bill No. 2022-86

Ordinance No. _____

**“AN ORDINANCE AUTHORIZING AN AGREEMENT WITH GREAT RIVER
ASSOCIATES, INC. FOR ADDITIONAL SERVICES REGARDING THE CITY’S
EAST LOOP ROAD PROJECT ON THE NORTH SIDE.”**

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 WITH GREAT RIVER ASSOCIATES, INC. FOR ADDITIONAL SERVICES REGARDING THE CITY’S EAST LOOP ROAD PROJECT ON THE NORTH SIDE.”

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 Great River Associates, Inc.; with such contract 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

AGREEMENT BETWEEN CLIENT AND CONSULTANT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT between _____ (“Client”) and **Great River Associates, Inc. (dba Great River Engineering)** (“Consultant”).

Project Name: _____ (“Project”)

Client and Consultant agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

Consultant shall provide, or cause to be provided, the services set forth herein and in Exhibit A – “Scope of Services.”

ARTICLE 2. CLIENT’S RESPONSIBILITIES

Client shall pay Consultant as set forth in Exhibit B – “Payments to Consultant for Services and Reimbursable Expenses.”

Client shall provide Consultant with all criteria and full information as to Client’s requirements for the Project.

Client shall furnish to Consultant all Project related information and data as is reasonably required to enable Consultant to complete its Scope of Services.

If the Scope of Services includes Engineering or Surveying services on a specific property (subject property), Client shall furnish to Consultant a copy of a current title commitment. If no current title commitment is available for subject property, Client shall furnish Consultant a complete title search to include, but not limited to, the following items: (1) Deeds of record for subject property and all adjoining properties; (2) any book and pages listed on the deeds; (3) existing easements affecting subject property; (4) Right-of-way deeds affecting subject property; (5) City or County ordinances affecting subject property; (6) previous Minor Subdivisions and/or Administrative Subdivisions affecting subject property; and (7) any relinquishment or vacation documents affecting subject property. Physical copies of the above mentioned documents are required.

Client shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to Consultant pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3. SCHEDULE FOR RENDERING SERVICES

Consultant shall begin rendering services upon the full execution of this Agreement by Client and Consultant and upon Consultant’s receipt of any retainer amounts set forth in Exhibit B. Consultant shall complete its obligations with due diligence and in a reasonably timely manner. Any specific periods of time for rendering services or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

Client shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Consultant’s performance of its services. If Client authorizes changes in the scope, extent, or character of the Project, then the time for completion of Consultant’s services, and the rates and amounts of Consultant’s compensation, shall be adjusted equitably.

If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant’s services is impaired, or Consultant’s services are delayed or suspended, then the time for completion of Consultant’s services, and the rates and amounts of Consultant’s compensation, shall be adjusted equitably.

ARTICLE 4. INVOICES AND PAYMENTS

Any retainer amounts specified in Exhibit B will be applied to the final invoice(s) on the Project and will not reduce interest charges on overdue payments.

Consultant shall prepare monthly invoices in accordance with its standard invoicing practices and the terms of Exhibit B. Invoices are due upon Client’s receipt.

Payments received on the Project will be credited first to any interest owed to Consultant and then to principal starting with the oldest invoice.

If Client fails to make any payment due Consultant for services and expenses within 30 days of receipt of Consultant’s invoice, then: (1) amounts due Consultant will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and (2) Consultant may suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and other related charges. Client waives any and all claims against Consultant for any such suspension.

Consultant's fees are in no way contingent upon the Client obtaining funding or receiving his fee from another source.

If Client contests an invoice in writing, Client may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5. OPINIONS OF COST

5.1 Opinions of Probable Construction Cost:

The services, if any, of Consultant with respect to Opinions of Probable Construction Cost are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator.

5.2 Opinions of Total Project Costs:

The services, if any, of Consultant with respect to Total Project Costs shall be limited to assisting the Client in collating the various cost categories which comprise Total Project Costs. Consultant assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6. GENERAL CONSIDERATIONS

6.1 Standards of Performance:

The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Consultant may employ such Sub-Consultants as Consultant deems necessary to assist in the performance or furnishing of the services.

Subject to the standard of care described above, Consultant and its Sub-Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant and Client shall comply with applicable Laws and Regulations and Client-mandated standards that Client has provided to Consultant in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Client's responsibilities or to Consultant's scope of services, times of performance, and compensation.

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain. Client agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant signing any such documents.

Consultant shall not at any time supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work for this Project.

Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Consultant's own employees and its Sub-Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications given by Client without consultation and advice of Consultant.

6.2 Design Without Construction Phase Services:

If Consultant's Basic Services under this Agreement do not include Bidding, Project observation, or review of the Contractor's performance, or any other Construction Phase services, then: (1) Consultant's services under this Agreement shall be deemed complete prior to Bidding; (2) Consultant shall have no design or shop drawing review obligations during construction; (3) Client assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Client waives any claims against the Consultant that may be connected in any way thereto.

6.3 Use of Documents:

All Documents are instruments of service in respect to this Project, and Consultant shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Consultant) whether or not the Project is completed. No One shall rely in any way on any Document unless it is hand signed and sealed or digitally signed and certified by the Consultant or one of its Sub-Consultants.

A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party unless such documents have been digitally signed and certified by the Consultant. Any conclusion or information obtained or derived from electronic files that have not been digitally signed and certified by the Consultant will be at the user's sole risk. If there is a discrepancy between unsigned or uncertified electronic files and the hard copies or digitally signed and certified electronic documents, the hard copies and digitally signed and certified electronic documents shall govern.

Client may make and retain copies of Documents for information and reference in connection with use on the Project by Client. Consultant grants Client a license to use the Documents on the Project, extensions of the Project, and other projects of Client, subject to the following limitations: (1) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Client or others on extensions of the Project or on any other project without written verification or adaptation by Consultant; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's Sub-Consultants; (3) Client shall indemnify and hold harmless Consultant and Consultant's Sub-Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Consultant; (4) such limited license to Client shall not create any rights in third parties.

If Consultant at Client's request verifies or adapts the Documents for extensions of the Project or for any other project, then Client shall compensate Consultant at rates or in an amount to be agreed upon by Client and Consultant.

6.4 Contractor's Insurance:

Client shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of Paragraph 6.3 of the "Standard General Conditions of the Construction Contract," (No. C-700, 2013 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Consultant and Consultant's Sub-Consultants to be listed as additional insureds with a waiver of subrogation with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

A Certificate of Insurance with the above provisions shall be obtained and kept by the Client. The limits of liability for the Contractor's insurance shall meet or exceed the following:

- | | |
|--|-------------|
| 1. Workers' Compensation: | Statutory |
| 2. Employer's Liability – | |
| a. Each Accident: | \$1,000,000 |
| b. Disease, Policy Limit: | \$1,000,000 |
| c. Disease, Each Employee: | \$1,000,000 |
| 3. General Liability – | |
| a. Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| b. General Aggregate: | \$2,000,000 |
| 4. Automobile Liability – | |
| a. Bodily Injury, Each Accident: | \$1,000,000 |
| b. Property Damage, Each Accident: | \$1,000,000 |
| or | |
| a. Combined Single Limit (Bodily Injury and Property Damage), Each Accident: | \$1,000,000 |
| 5. Umbrella Liability: | \$2,000,000 |

Contractor will pay all deductibles and self-insured retentions under Contractor's Insurance. Contractor's Insurance will be primary to, and non-contributing with, any insurance maintained by Consultant or any additional insured required to be named under this Agreement. Contractor's Insurance may not be cancelled or allowed to expire without 30 days prior written notice to Consultant. Consultant and, if applicable, the owner of the Project Site will be named as additional insured on the insurance coverages described in subsections 6.4.3 and 6.4.4 above with respect to all matters arising out of this Agreement. Contractor will provide a Waiver of Subrogation on all lines where allowed by law. Prior to commencing the Project, Contractor will deliver to Consultant a certificate or certificates of insurance evidencing Contractor's Insurance is in effect. Contractor will renew or update such certificates prior to expiration of, and promptly following any modifications to, Contractor's Insurance and otherwise upon Consultant's reasonable request.

6.5 Suspension:

Suspension By Client. Client may suspend the Project upon seven days written notice to Consultant.

Suspension By Consultant.

1. If Consultant's services are substantially delayed through no fault of Consultant, Consultant may, after giving seven days written notice to Client, suspend services under this Agreement.
2. If Consultant's invoices are not paid within 30 days of Client's receipt, Consultant may suspend services under this Agreement until Consultant has been paid in full all accounts due for services and expenses.

6.6 Termination:

Either Consultant or Client may terminate this Agreement upon seven (7) days written notice to the other party. Neither party shall have any liability to the other on account of such termination, except that Consultant will be entitled to invoice Client and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Client shall have the limited right to the use of Documents, at Client's sole risk, subject to the provisions of Article 6, Section 6.3 – "Use of Documents."

6.7 Controlling Law:

This Agreement is to be governed, construed and enforced in accordance with the laws of the State of Missouri, without respect to its principles governing conflicts of law. Unless otherwise mandated by law, venue for any litigation arising out of this Agreement or the services rendered to Client by Consultant shall lie exclusively in the Circuit Courts of Greene County, Missouri.

6.8 Successors, Assigns, and Beneficiaries:

Client and Consultant are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant (and to the extent permitted by the following paragraph, the assigns of Client and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

6.9 Dispute Resolution:

Client and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days. If the parties fail to resolve a dispute through these negotiations, then the parties may exercise their rights under law.

In the event it is necessary for Consultant to refer a dispute with Client to an attorney, then in addition to all payments and accrued interest owed under this Agreement, Client shall also be liable for Consultant's reasonable costs, expenses and attorneys' fees incurred therein.

6.10 Indemnification, Allocation of Risks, and Waiver:

1. PERCENTAGE SHARE OF NEGLIGENCE. TO THE FULLEST EXTENT PERMITTED BY LAW, A PARTY'S TOTAL LIABILITY TO THE OTHER PARTY AND ANYONE CLAIMING BY, THROUGH, OR UNDER THE OTHER PARTY FOR ANY COST, LOSS, OR DAMAGES CAUSED IN PART BY THE NEGLIGENCE OF THE PARTY AND IN PART BY THE NEGLIGENCE OF THE OTHER PARTY OR ANY OTHER NEGLIGENT ENTITY OR INDIVIDUAL, SHALL NOT EXCEED THE PERCENTAGE SHARE THAT THE PARTY'S NEGLIGENCE BEARS TO THE TOTAL NEGLIGENCE OF CLIENT, CONSULTANT, AND ALL OTHER NEGLIGENT ENTITIES AND INDIVIDUALS.
2. LIMITATION OF REMEDIES. CONSULTANT'S AGGREGATE LIABILITY RESPONSIBILITY TO CLIENT, INCLUDING THAT OF CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES, AND SUB-CONSULTANTS, IS LIMITED TO THE AMOUNT OF CONSULTANT'S FEE UNDER THIS AGREEMENT. THIS LIMITATION OF REMEDY APPLIES TO ALL LAWSUITS, CLAIMS OR ACTIONS, WHETHER IDENTIFIED AS ARISING IN TORT, CONTRACT OR OTHER LEGAL THEORY RELATED TO CONSULTANT'S SERVICES UNDER THIS AGREEMENT AND ANY CONTINUATION OR EXTENSION OF CONSULTANT'S SERVICES.
3. IF CLIENT DESIRES A HIGHER LIMITATION, CONSULTANT MAY AGREE, AT CLIENT'S REQUEST, TO INCREASE THE LIMITATION OF REMEDY AMOUNT TO A GREATER SUM IN EXCHANGE FOR A NEGOTIATED INCREASE IN CONSULTANT'S FEE. ANY ADDITIONAL CHARGE FOR A HIGHER LIMIT IS CONSIDERATION FOR THE GREATER RISK ASSUMED BY CONSULTANT AND IS NOT A CHARGE FOR ADDITIONAL PROFESSIONAL LIABILITY INSURANCE. ANY AGREEMENT TO INCREASE THE LIMITATION OF REMEDY AMOUNT MUST BE MADE IN WRITING AND SIGNED BY BOTH PARTIES IN ADVANCE OF THE EXECUTION OF THIS AGREEMENT.
4. WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT WAIVES ANY AND ALL CLAIMS FOR OR ENTITLEMENT TO SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PROJECT, AGAINST CONSULTANT AND CONSULTANT'S EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, INSURERS, PARTNERS, AND SUB-CONSULTANTS.

6.11 Miscellaneous Provisions:

1. Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
2. Survival. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
3. Severability. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
4. Waiver. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
5. Accrual of Claims. To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date on which Consultant's services under this Agreement are complete. No suit or action shall be commenced by Client or Consultant against the other, or the other's officers, directors, partners, agents, sub-consultants, or employees, after the expiration of two years from the date on which Consultant's services under this Agreement are complete.

ARTICLE 7. DEFINITIONS

Wherever used in this Agreement (including the Exhibits hereto), terms (including the singular and plural forms) printed with initial capital letters have the following meanings:

Additional Services – The services to be performed for or furnished to Client by Consultant in accordance with Exhibit A, Part 2, of this Agreement.

Basic Services – The services to be performed for or furnished to Client by Consultant in accordance with Exhibit A, Part 1, of this Agreement.

Contractor – An individual or entity with whom Client enters into a construction agreement to perform all or a portion of the Work.

Construction Cost – The cost to Client of those portions of the entire Project designed or specified by Consultant. Construction Cost does not include costs of services of Consultant or other design professionals and consultants, cost of land or rights-of-way, or compensation for damages to properties, or Client's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Client. Construction Cost is one of the items comprising Total Project Costs.

Sub-Consultants – Individuals or entities having a contract with Consultant to furnish services with respect to this Project as Consultant's independent professional associates, sub-consultants, subcontractors, or vendors.

Contract Documents – Documents that establish the rights and obligations of the parties engaged in construction and include the construction agreement between Client and Contractor, addenda (which pertain to the Contract Documents), Contractor's bid (including documentation accompanying the bid and any post bid documentation submitted prior to the notice of award) when attached as an exhibit to the construction agreement, the notice to proceed, the bonds, appropriate certifications, the general conditions, the supplementary conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all written amendments, change orders, work change directives, field orders and Consultant's written interpretations and clarifications issued on or after the effective date of the construction agreement. Approved shop drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

Documents – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Consultant to Client pursuant to this Agreement.

Drawings – That part of the Contract Documents prepared or approved by Consultant which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

Laws and Regulations; Laws or Regulations – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

Reimbursable Expenses – The expenses incurred directly by Consultant in connection with the performing or furnishing of Basic and Additional Services for the Project.

Resident Project Representative – The authorized representative of Consultant, if any, assigned to assist Consultant at the Site during the Construction Phase. The Resident Project Representative will be Consultant's agent or employee and under Consultant's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Client. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit C.

Specifications – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

Total Project Costs – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Consultant or other design professionals and consultants, together with such other Project-related costs that Client furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Client's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Client.

Work – The entire completed construction or the various separately identifiable parts thereof required to be provided by a Contractor under Contract Documents for a specific Project. Work includes and is the result of a Contractor performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the applicable Contract Documents.

ARTICLE 8. EXHIBITS AND SPECIAL PROVISIONS

Exhibits Included:

Exhibit A, "Scope of Services," consisting of 9 pages.

Exhibit B, "Payments to Consultant for Services and Reimbursable Expenses," consisting of 2 pages.

Exhibit C, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 0 pages.

Exhibit D, "Special Provisions," consisting of 0 pages.

Designated Representatives: With the execution of this Agreement, Consultant and Client shall designate specific individuals to act as Consultant's and Client's representatives with respect to the services to be performed or furnished by Consultant and responsibilities of Client under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

Effective Date: The Effective Date of this Agreement shall be the date on which this Agreement is fully executed by Client and Consultant. However, Consultant offers this Agreement to Client and if said Agreement is not fully executed by Client within 30 days of Consultant's signature, said offer of Agreement will be null and void.

Guarantee: As additional security to Consultant, and as additional consideration for services rendered by Consultant, the undersigned for the Client agree to personally and faithfully guarantee payment by Client, including interest and all costs of collection incurred by Consultant, including reasonable attorney's fees, regardless of whether formal legal action is instituted in the collection of past due balances. The undersigned waive notice of acceptance of this guarantee, notice of any extension in time of payment, and all other notices to which the undersigned may be entitled by law, including demand against Client and consent to the above agreement subject to this guarantee being assigned without notice to me. Guarantee is not applicable to public agencies.

Total Agreement: This Agreement (consisting of pages 1 to 8 inclusive, together with the exhibits identified above) constitutes the entire agreement between Client and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which shall be the latter of the execution dates shown below.

Client: _____	Consultant: <u>Great River Associates, Inc. (dba Great River Engineering)</u>
Required signatures for Client include: All Officers and Directors for Corporations, all members for Limited Liability Companies, and each individual for Individuals.	
Date Signed: _____	Date Signed: <u>10/7/2022</u>
Signature: _____	Signature: <u>[Signature]</u>
Name: _____ Title: _____	Name: <u>Guy Ekins</u> Title: <u>Principal</u>
Signature: _____	
Name: _____ Title: _____	
Address for giving notices: _____	Address for giving notices: _____
_____	<u>2826 S. Ingram Mill Road</u>
_____	<u>Springfield, Missouri 65804</u>
Designated Representative:	Designated Representative:
Name: _____ Title: _____	Name: <u>GAREN M'EUROY</u> Title: <u>PROJECT MANAGER</u>
Phone Number: _____ Fax Number: _____	Phone Number: <u>(417) 207-5435</u> Fax Number: _____

EXHIBIT A SCOPE OF SERVICES

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Consultant shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES FOR DESIGN OF THE BOLIVAR EAST LOOP ROAD - NORTH

Project Description:

The CLIENT (City of Bolivar, MO) wishes to design a new 3-lane roadway between E. Broadway St. at State Highway D to E. Buffalo St. near the intersection of 132nd St. (Sandy Ln.). New roadway is approximately 0.6 miles in length. Improvements will include curb and gutter with storm drains, intersection improvements at both the Broadway St. and Buffalo St. intersections, stream crossings as needed, and sidewalk construction on both sides of the new roadway. Figure A shows the approximate alignment. The CONSULTANT (Great River Engineering) understands that the CLIENT wishes to pursue this project through final design such that right-of-way may be purchased for the project and project can be bid for construction. Additionally, the CLIENT wishes to pursue the design, environmental permitting, and right of way acquisition according to the Missouri Department of Transportation Local Public Agency Manual such that the CLIENT may use federal funds at any point in the completion of the project.

Task 1 – PROJECT MANAGMENT

CONSULTANT will provide a dedicated project manager to perform the following activities and provide the following deliverables:

List of Activities and Deliverables – Task 1 – Project Management:

- A. Project Schedule - Prepare an initial project schedule to be submitted upon receipt of Notice to Proceed from the City of Bolivar. An update to project schedule and progress summary report will be submitted monthly as part of the project invoicing process.
- B. Project Coordination - A Project Coordination meeting will be conducted monthly from Notice to Proceed through completion of the preliminary plans. Project Coordination meetings may be conducted in-person or by teleconference as directed by the CLIENT.
- C. Project Plan - A Project Plan will be completed which outlines how the project will be executed. The Project Plan will be provided to both the City of Bolivar and all members of the project team. The Project Plan will address at a minimum:
 - 1. Project quality processes
 - 2. Internal project team communication processes and project controls
 - 3. External project team communication processes
 - 4. Project administration processes
 - 5. Documentation records of project decisions
 - 6. Project data storage and filing processes
- D. Project Invoicing - Project invoicing will be made monthly. Project invoicing will be completed in accordance with City of Bolivar requirements.

Task 2 – PUBLIC INVOLVEMENT

CONSULTANT will provide public involvement services as described below:

List of Activities and Deliverables – Task 2 – Public Involvement:

- A. Project Updates - CONSULTANT will be available to attend City of Bolivar Board of Alderman meetings quarterly to provide project updates. Up to two update informationals at milestone points to be determined by the CLIENT will be prepared. Informational will be one-page, full color publications and will be printed on 8.5x11 paper. CONSULTANT will produce up to 100 copies of the informational. Distribution of the hard copies to public buildings in the region will be the responsibility of the CLIENT. PDF files will be provided to the CLIENT for posting online or distributing in other fashions.
- B. Email Address and Response Management - CONSULTANT will provide the email address of the project manager to be available for use by the public to submit comments or questions. Engineer will log and coordinate responding to all comments and questions received.
- C. Public Meetings - CONSULTANT will plan the coordination and preparation for one open house-style public meeting. Public Meeting activities will include:
 - 1. City of Bolivar will provide meeting location
 - 2. Preparing display boards (up to 2 per meeting), handouts, sign-in sheets, comment forms
 - 3. Creating and distributing an email invitation to those on the project contact list
 - 4. Creating a one page 8½"x11" print-ready advertisement for distribution by the CLIENT
 - 5. Providing up to 4 team members to staff the public meeting

Task 3 – CONCEPTUAL DESIGN

CONSULTANT will prepare Conceptual Design plans for the proposed improvements. This will include the proposed horizontal and vertical alignment of the new roadway, the typical sections for the new roadway, and the approximate new right-of-way requirements. This phase will also include preliminary hydraulic and hydrologic evaluation of the stream crossings to determine the approximate size of any required drainage structures. This layout will also identify potential utility conflicts and will be used to determine the limits of the Field Survey. A Conceptual Construction Cost Estimate will also be developed and submitted with this phase.

List of Deliverables – Task 3 – Conceptual Design:

- A. Conceptual Design Plans consisting of:
 - 1. Cover Sheet
 - 2. Typical Sections
 - 3. Plan and Profile Sheets showing Horizontal and Vertical Alignment, slope limits, and approximate new Right-of-Way Required
- B. Preliminary Hydraulic and Hydrologic Evaluation Results including the approximate size of drainage structures required.
- C. Potential Utility Conflicts to be noted on the plan and profile sheets
- D. Preliminary Construction Cost Estimate

This scope includes conceptual design of up to two (2) different alignments. If the CLIENT wishes to analyze more than two (2) conceptual alignments this will be performed as Additional Services.

Task 4 – FIELD SURVEY

Topographic Base Map. CONSULTANT will conduct research and perform field data collection surveys to prepare a topographic base map for use in design of the project. The base map will be generated from data collected by aerial drone surveys and ground surveys and will include an aerial orthophoto. All survey positional data shall be based on the Missouri Coordinate System of 1983, Central Zone (scaled to ground)

and the North American Vertical Datum of 1988. The topographic base map shall incorporate and depict the following:

1. Existing roadway improvements including pavement and aggregate surfaces, culverts and other drainage structures, driveways and field entrances, fences, visible above-ground utility features, underground utility lines as marked on the surface by others, buildings and associated improvements, mailboxes along roadway, improved landscape areas.
2. Existing road right-of-way lines, based on record documents provided by CLIENT and/or those discovered by the surveyor while conducting standard research. If no record of right of way is provided or discovered, right of way will be shown based on the alignment and width of apparent usage.
3. Approximate property lines intersecting the existing roadway, based on available record surveys and found monuments or apparent lines of possession.
4. Property ownership information including record title owner name, address, and source of title document (book and page of recorded document).
5. Existing easements which are plottable based on record documents provided by CLIENT and/or discovered by the surveyor while conducting standard research.
6. Ground elevation contours at a vertical interval of one foot (terrain model constructed from LIDAR data obtain by aerial drone and ground surveys) and spot elevations on critical features such as sewer and drainage structures.
7. Survey control points and benchmarks established for the project with horizontal coordinates and elevations.

CONSULTANT will be responsible for notifying owners of property along the project alignment prior to commencement of survey work. CONSULTANT shall document that a reasonable attempt has been made to notify each property owner, to the extent required by law. The CLIENT shall be notified prior to commencement of the survey work.

It is recommended that the CLIENT provide an “ownership and encumbrance report” prepared by a land title company for each property affected by any proposed new roadway alignment. Such a report serves to verify property ownership and to reveal easements of record affecting said property, information which is critical to the design phase of the project. At a minimum, title reports for each property affected by proposed new right of way should be provided by the CLIENT upon approval of preliminary design.

List of Deliverables – Task 4 – Field Survey:

Topographic Base Map (Existing Conditions)

Task 5 – PRELIMINARY DESIGN

CONSULTANT will prepare Preliminary Design Plans for the proposed improvements. The Missouri Department of Transportation Local Public Agency Manual will be referenced for the services in this Task. The majority of the design work for this project will occur during this phase. The purpose of this phase is to further evaluate the layout and perform hydraulic analysis of any proposed drainage facilities, establish how erosion control will be handled, establish a Traffic Control Plan, and complete intersection details. By end of this design phase, the construction plans should be nearly 60% complete, hydraulic analysis shall be essentially incorporated into the design, and the CLIENT shall have a preliminary knowledge of the construction costs associated with the project.

It is anticipated that the Preliminary Design Plans will consist of typical sections (including minimum right-of-way width and ditches), roadway plan and profiles (including areas of proposed new right-of-way and easements as well as proposed slope limits), intersection details (including geometric details) culvert profiles, erosion control plans, traffic control plans, and cross sections.

List of Deliverables – Task 5 – Preliminary Design:

- A. Preliminary Design Plans consisting of:
 - 1. Cover Sheet
 - 2. Typical Sections
 - 3. Plan and Profile Sheets showing Horizontal and Vertical Alignment, slope limits, and proposed new Right-of-Way and easements
 - 4. Existing Topography and Features
 - 5. Sizing of drainage structures for stream crossings (Design of three (3) drainage structures is anticipated)
 - 6. Intersection details, including geometric details
 - 7. Design of ADA compliant sidewalks
 - 8. Stormwater design including plan and profile of stormwater infrastructure
 - 9. Erosion Control Plans
 - 9. Traffic Control Plans
 - 10. Cross Sections
- B. Preliminary plans will also include property owner information for each tract, existing right-of-way and easements, and any known proposed utility relocation work
- C. Preliminary Construction Cost Estimate

It is anticipated for the purpose of this scope that all drainage structures mentioned in Task 5 will be of standard type and size. **Bridge engineering or structural design/analysis beyond what is needed for standard drainage structure design will be performed as Additional Services.**

Task 6 – GEOTECHNICAL ENGINEERING SERVICES

CONSULTANT will perform a geotechnical investigation for the project.

List of Deliverables – Task 6 – Geotechnical Engineering Services:

- A. Geotechnical Engineering Report – Report will include boring locations, depth to rock and properties of the soils encountered in the investigation. The results of the investigation will be used to guide design decision in the Preliminary Design phase.

Task 7 – ENVIRONMENTAL PERMITTING

It is assumed that design and construction of the Bolivar East Loop Roadway will be performed in phases (North, Middle, South), with the exact sequence of phasing unknown at this time. The phasing sequence and/or combination of phasing will have an impact on the efforts required for environmental permitting, specifically the NEPA process. It is assumed that the East Loop – North will be either a categorical exclusion (CE2) or will require an Environmental assessment (EA). Per 136.6.3 of the Missouri Department of Transportation's Local Public Agency Manual 96% of all LPA projects are classified as a CE2 under the NEPA process. For the purposes of this scope, the CONSULTANT shall assist the CLIENT to demonstrate to MoDOT and FHWA that the East Loop – North will not have significant impacts and should be classified as a CE2. The CONSULTANT shall consult with federal, state, and local agencies to assist the CLIENT in obtaining permitted clearance for the following:

List of Activities and Deliverables – Task 7 – Environmental Permitting:

1. Section 106 – Receive Missouri Department of Natural Resources SHPO response to Section 106 application. If a Phase I or Phase II Cultural Resource Assessment is deemed necessary, arrange to have the site examined by a qualified archaeologist as Additional Services.
2. Section 404 permit - Make application the USACE. If deemed necessary, arrange to have the site examined by a qualified professional to determine wetlands impact as Additional Services.
3. Threatened and Endangered Species - Coordinate with United States Fish & Wildlife (USF&W) and Missouri Department of Conservation (MDC) to obtain official species list of project site. Compile a Threatened and Endangered Species Report.
4. Make application to the USDA for a Farmland Development Permit
5. Make application to the County Floodplain Administrator for the Floodplain Development permit
6. Make application for FAA permitting
7. Land disturbance application

If the CE2 determination cannot be reached and an EA is required, any additional studies, public meetings, and/or consultation with governing authorities required for the production of the EA document will be performed as Additional Services.

Task 8 – TRAFFIC ENGINEERING SERVICES

It is assumed that design and construction of the Bolivar East Loop Roadway will be performed in phases (North, Middle, South), with the exact sequence of phasing unknown at this time. The primary focus of the traffic engineering services is to determine the future requirements at key intersections, both at the time of completion of the individual phase (including any previous phases), and at completion of the full corridor. The CONSULTANT will perform traffic engineering services to determine the improvements needed at the proposed intersection of East Loop North and E. Broadway St. and provide necessary reports to assist in the procurement of a permit to construct improvements on MoDOT right of way.

List of Activities and Deliverables – Task 8 – Traffic Engineering Services:

- A. 24-hour turning movement counts at:
 - a. Hwy 32 (E Broadway Street) at N Pomme De Terre
 - b. E. Buffalo Street at 132nd Street (Sandy Lane)
- B. Review available Traffic Count and Accident Data at Intersection of Hwy 32 (E Broadway Street) at N Pomme De Terre (State Route D).
- C. Summarize Existing Volumes at the Study Intersections.
- D. Determine Existing Level of Service (LOS) at the Study Intersections utilizing the methodologies outlined in the Highway Capacity Manual for:
 - a. AM Peak Hour, and
 - b. PM Peak Hour.
- E. Using existing traffic distribution in the area in conjunction with the proposed roadway's location to the City of Bolivar, estimate traffic volumes at the Study Intersections at the time of completion of only this segment of the roadway.
- F. Using the above analysis, in conjunction with the warrants for the installation of a traffic control signal, the warrants for the installation of stop sign control, as well as the guidelines for the installation of auxiliary turn lanes, make recommendations as to the necessary improvements at the Study Intersections to provide an acceptable Level of Service at the time of completion of the roadway segment.
- G. Estimate an Average Annual Growth Rate of traffic (based on historical growth in the area) to estimate the 20-year future traffic volumes at the Study Intersections. These estimates will assume that the entire corridor is constructed within the 20-year study period.

- H. Using the above analysis, in conjunction with the warrants for the installation of a traffic control signal, the warrants for the installation of stop sign control, as well as the guidelines for the installation of auxiliary turn lanes, make recommendations as to the necessary improvements as the Study Intersections to provide an acceptable Level of Service at the end of the 20-year study period.
- I. A report outlining the procedures, assumptions, and results of the traffic impact study will be prepared and submitted to the client for review.
- J. Upon review and approval by the client, three bound copies and a PDF version of the report will be provided to the Client.
- K. Upon Client's approval of the report, it will be submitted to MoDOT for review and approval as necessary to obtain the necessary permits from MoDOT for the proposed connection of the New Loop Road to E. Broadway St.

Task 9 – RIGHT-OF-WAY DESIGN

CONSULTANT will develop and incorporate a Right-of-Way Plan into the construction plans.

List of Deliverables – Task 9 – Right-of-Way Design:

- A. Right-of-Way Plans:
 - 1. Plan sheets showing horizontal alignment, slope limits, existing right of way and easements, and proposed new right of way and easements required
 - 2. Listing of easement type and area of new easement for each ownership

At this time, it is unclear the amount of right of way/easement to be acquired and/or the number of parcels which will be impacted. The production of legal descriptions and exhibits for the purchase of new right of way/easement, public hearings related to right of way acquisition, right of way negotiations/acquisitions, or required title work for the purchase of right of way is not covered by this scope and will be performed as Additional Services.

Task 10 – FINAL DESIGN

CONSULTANT will finalize the construction plans and produce the estimates, bid documents, and specifications required for the project to be approved and advertised for bids for construction. CLIENT shall keep CONSULTANT apprised of any special agreements made with property owners during right-of-way negotiations and these shall be incorporated into the plan set.

List of Deliverables – Task 10 – Final Design:

- A. Construction Plans consisting of:
 - 1. Cover Sheet
 - 2. Typical Sections
 - 3. Plan and Profile Sheets showing Horizontal and Vertical Alignment, slope limits, and new Right-of-Way Required and easements
 - 4. Intersection details, including geometric details
 - 5. Culvert profiles
 - 6. Culvert Details
 - 7. Design of ADA compliant sidewalks
 - 8. Erosion Control Plans
 - 9. Traffic Control Plans

- 10. Right-of-Way Plans
- 11. Cross Sections

- B. Contract Documents Book as necessary to Bid the project, including Job Special Provisions and any necessary Specifications
- C. Engineer's Estimate of Probable Construction Cost

Task 11 – UTILITY COORDINATION

The proposed roadway has the potential to impact existing utilities which will require coordination with the utility owner and possible relocation. CONSULTANT will coordinate and conduct all preliminary utility coordination activities including notification of all utilities, provide plans and documentation to the utilities, plan and conduct utility coordination meetings, and develop strategies to best accommodate utilities on the project.

The design of utility relocation plans is not included in this scope and, if required, will be performed as Additional Services.

Task 12 - BIDDING PHASE

CONSULTANT will prepare the bid documents and advertisement for the CLIENT to use during the bidding process. CONSULTANT will, if desired by the CLIENT, conduct the bid opening and review bids. CONSULTANT will make a recommendation as to award of the project to the CLIENT based on its review of the bids. During the bidding phase, CONSULTANT will be available to address questions from potential bidders and issue addenda, if necessary.

Construction phase services and inspection services are not included in this scope and will be performed as Additional Services.

PROSECUTION AND PROGRESS OF CONTRACT

The scope and related fees for this project were developed with the expectation that this project will be pursued to completion within 18 months of notice to proceed. Should developments occur at no fault of the CONSULTANT which extend the period of performance of the contract beyond 18 months, the administrative and project management costs related to the delay will be performed as Additional Services.

OTHER SERVICES

The Basic Services do not include relocation or design of gas, electric, phone, cable, or other utilities not specifically described in the tasks above.

No additional geotechnical investigations, flood plain analysis, or traffic studies are included in this scope of services except what is specifically described above.

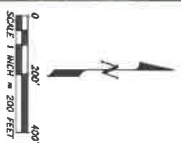
Any required applications not specifically described in the scope of services will be prepared by the CLIENT. All application, permit, inspection, and other fees assessed by regulatory bodies are the responsibility of the CLIENT.

It is unclear at this time the extent of the improvements MoDOT will require to their right of way to permit the work for the East Loop - North at Broadway St. For the purposes of this scope, it is assumed that they will require improvements similar to those that exist north of Broadway St. at State Highway D. The Basic Services do not include the design of a more complex intersection, signal design, or lighting design for the proposed Broadway St. intersection and will be performed as Additional Services.

PART 2 – ADDITIONAL SERVICES

Any services requested by Client that are not specifically included in Part 1 – BASIC SERVICES shall be considered Additional Services and billed on an hourly basis.

Figure A



Location Map

Bolivar East Loop Road - North

EXHIBIT B
PAYMENTS TO CONSULTANT FOR SERVICES AND REIMBURSABLE EXPENSES

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

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

Client shall pay Consultant for Basic Services set forth in Exhibit A on an hourly basis as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Consultant's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Consultant's Sub-Consultant's charges, if any.
2. The total compensation for services under Paragraph B.1 is **estimated to be \$412,770.00**, subject to early termination by either party as set forth in the main Agreement, based on the following assumed distribution of compensation:

A retainer in the amount of \$0 percent (0%) of the estimated fee (\$0) is due upon acceptance of the Agreement.

3. Consultant may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Client.

B.2 Standard Hourly Rate Schedule

1. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates will be adjusted annually (as of January 1 of each year) to reflect equitable changes in the compensation payable to Consultant. The Consultant's current Standard Hourly Rates are:

Engineer 0	\$70.00/hour	Land Surveyor 5	\$130.00/hour
Engineer 1	\$95.00/hour	Land Surveyor 6	\$150.00/hour
Engineer 2	\$105.00/hour	Land Surveyor 7	\$165.00/hour
Engineer 3	\$130.00/hour	Land Surveyor 8	\$180.00/hour
Engineer 4	\$145.00/hour	GIS Specialist	\$90.00/hour
Engineer 5	\$155.00/hour	Drone Pilot 1	\$175.00/hour
Engineer 6	\$165.00/hour	Driller 1	\$125.00/hour
Engineer 7	\$175.00/hour	Driller 2	\$150.00/hour
Engineer 8	\$190.00/hour	Inspector 1	\$75.00/hour
Engineer 9	\$210.00/hour	Inspector 2	\$85.00/hour
Engineer 10	\$230.00/hour	Inspector 3	\$95.00/hour
Engineer 11	\$250.00/hour	Inspector 4	\$110.00/hour
Landscape Architect & Environmental Specialist 1	\$120.00/hour	Inspector 5	\$120.00/hour
Landscape Architect & Environmental Specialist 2	\$130.00/hour	Inspector 6	\$135.00/hour
Landscape Architect & Environmental Specialist 3	\$145.00/hour	Technician 1	\$75.00/hour
Landscape Architect & Environmental Specialist 3	\$160.00/hour	Technician 2	\$95.00/hour
Geologist	\$150.00/hour	Technician 3	\$105.00/hour
Land Surveyor 0	\$50.00/hour	Technician 4	\$115.00/hour
Land Surveyor 1	\$60.00/hour	Technician 5	\$130.00/hour
Land Surveyor 2	\$85.00/hour	Administrative 1	\$45.00/hour
Land Surveyor 3	\$100.00/hour	Administrative 2	\$60.00/hour
Land Surveyor 4	\$110.00/hour	Administrative 3	\$75.00/hour
		Administrative 4	\$90.00/hour
		Administrative 5	\$110.00/hour
		Administrative 6	\$125.00/hour

B.3 Compensation For Additional Services – Standard Hourly Rates Method of Payment

Client shall pay Consultant for Additional Services, if any, as follows:

1. For services of Consultant's employees engaged directly on the Project not specifically described as Basic Services in Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Consultant's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Consultant's Sub-Consultant's charges, if any.
2. For those Reimbursable Expenses that are not specifically accounted for in the compensation for Basic Services in Exhibit A and are directly related to the provision of Additional Services, Client shall pay Consultant for said reimbursable expense.

B.4 Other Provisions Concerning Payment

1. Whenever Consultant is entitled to compensation for the charges of Consultant's Sub-Consultants, those charges shall be the amounts billed by Consultant's Sub-Consultants to Consultant times a factor of 1.1.
2. Factors. The external Reimbursable Expenses and Consultant's Sub-Consultant's factors include Consultant's overhead and profit associated with Consultant's responsibility for the administration of such services and costs.
3. Estimated Compensation Amounts: (1) Consultant's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Consultant under the Agreement; (2) When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Consultant that a compensation amount thus estimated will be exceeded, Consultant shall give Client written notice thereof. Promptly thereafter Client and Consultant shall review the matter of services remaining to be performed and compensation for such services. Client shall either agree to such compensation exceeding said estimated amount or Client and Consultant shall agree to a reduction in the remaining services to be rendered by Consultant, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Consultant exceeds the estimated amount before Client and Consultant have agreed to an increase in the compensation due Consultant or a reduction in the remaining services, the Consultant shall be paid for all services rendered hereunder.
4. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A; and, if authorized in advance by Client, overtime work requiring higher than regular rates. In addition, if authorized in advance by Client, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.
5. The amounts payable to Consultant for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Consultant, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
6. For purposes of the following notice required by Missouri law, "contractor" means Consultant:

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 IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

ORDINANCE COVER SHEET

Bill No. 2022-87

Ordinance No. _____

**“AN ORDINANCE AUTHORIZING AN AGREEMENT WITH GREAT RIVER
ASSOCIATES, INC. FOR ADDITIONAL SERVICES REGARDING THE CITY’S
EAST LOOP ROAD PROJECT ON THE SOUTH SIDE.”**

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 WITH GREAT RIVER ASSOCIATES, INC. FOR ADDITIONAL SERVICES REGARDING THE CITY’S EAST LOOP ROAD PROJECT ON THE SOUTH SIDE.”

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 Great River Associates, Inc.; with such contract 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

AGREEMENT BETWEEN CLIENT AND CONSULTANT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT between _____ (“Client”) and **Great River Associates, Inc. (dba Great River Engineering)** (“Consultant”).

Project Name: _____ (“Project”)

Client and Consultant agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

Consultant shall provide, or cause to be provided, the services set forth herein and in Exhibit A – “Scope of Services.”

ARTICLE 2. CLIENT’S RESPONSIBILITIES

Client shall pay Consultant as set forth in Exhibit B – “Payments to Consultant for Services and Reimbursable Expenses.”

Client shall provide Consultant with all criteria and full information as to Client’s requirements for the Project.

Client shall furnish to Consultant all Project related information and data as is reasonably required to enable Consultant to complete its Scope of Services.

If the Scope of Services includes Engineering or Surveying services on a specific property (subject property), Client shall furnish to Consultant a copy of a current title commitment. If no current title commitment is available for subject property, Client shall furnish Consultant a complete title search to include, but not limited to, the following items: (1) Deeds of record for subject property and all adjoining properties; (2) any book and pages listed on the deeds; (3) existing easements affecting subject property; (4) Right-of-way deeds affecting subject property; (5) City or County ordinances affecting subject property; (6) previous Minor Subdivisions and/or Administrative Subdivisions affecting subject property; and (7) any relinquishment or vacation documents affecting subject property. Physical copies of the above mentioned documents are required.

Client shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to Consultant pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3. SCHEDULE FOR RENDERING SERVICES

Consultant shall begin rendering services upon the full execution of this Agreement by Client and Consultant and upon Consultant’s receipt of any retainer amounts set forth in Exhibit B. Consultant shall complete its obligations with due diligence and in a reasonably timely manner. Any specific periods of time for rendering services or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

Client shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Consultant’s performance of its services. If Client authorizes changes in the scope, extent, or character of the Project, then the time for completion of Consultant’s services, and the rates and amounts of Consultant’s compensation, shall be adjusted equitably.

If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant’s services is impaired, or Consultant’s services are delayed or suspended, then the time for completion of Consultant’s services, and the rates and amounts of Consultant’s compensation, shall be adjusted equitably.

ARTICLE 4. INVOICES AND PAYMENTS

Any retainer amounts specified in Exhibit B will be applied to the final invoice(s) on the Project and will not reduce interest charges on overdue payments.

Consultant shall prepare monthly invoices in accordance with its standard invoicing practices and the terms of Exhibit B. Invoices are due upon Client’s receipt.

Payments received on the Project will be credited first to any interest owed to Consultant and then to principal starting with the oldest invoice.

If Client fails to make any payment due Consultant for services and expenses within 30 days of receipt of Consultant’s invoice, then: (1) amounts due Consultant will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and (2) Consultant may suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and other related charges. Client waives any and all claims against Consultant for any such suspension.

Consultant's fees are in no way contingent upon the Client obtaining funding or receiving his fee from another source.

If Client contests an invoice in writing, Client may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5. OPINIONS OF COST

5.1 Opinions of Probable Construction Cost:

The services, if any, of Consultant with respect to Opinions of Probable Construction Cost are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator.

5.2 Opinions of Total Project Costs:

The services, if any, of Consultant with respect to Total Project Costs shall be limited to assisting the Client in collating the various cost categories which comprise Total Project Costs. Consultant assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6. GENERAL CONSIDERATIONS

6.1 Standards of Performance:

The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Consultant may employ such Sub-Consultants as Consultant deems necessary to assist in the performance or furnishing of the services.

Subject to the standard of care described above, Consultant and its Sub-Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant and Client shall comply with applicable Laws and Regulations and Client-mandated standards that Client has provided to Consultant in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Client's responsibilities or to Consultant's scope of services, times of performance, and compensation.

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain. Client agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant signing any such documents.

Consultant shall not at any time supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work for this Project.

Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Consultant's own employees and its Sub-Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications given by Client without consultation and advice of Consultant.

6.2 Design Without Construction Phase Services:

If Consultant's Basic Services under this Agreement do not include Bidding, Project observation, or review of the Contractor's performance, or any other Construction Phase services, then: (1) Consultant's services under this Agreement shall be deemed complete prior to Bidding; (2) Consultant shall have no design or shop drawing review obligations during construction; (3) Client assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Client waives any claims against the Consultant that may be connected in any way thereto.

6.3 Use of Documents:

All Documents are instruments of service in respect to this Project, and Consultant shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Consultant) whether or not the Project is completed. No One shall rely in any way on any Document unless it is hand signed and sealed or digitally signed and certified by the Consultant or one of its Sub-Consultants.

A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party unless such documents have been digitally signed and certified by the Consultant. Any conclusion or information obtained or derived from electronic files that have not been digitally signed and certified by the Consultant will be at the user's sole risk. If there is a discrepancy between unsigned or uncertified electronic files and the hard copies or digitally signed and certified electronic documents, the hard copies and digitally signed and certified electronic documents shall govern.

Client may make and retain copies of Documents for information and reference in connection with use on the Project by Client. Consultant grants Client a license to use the Documents on the Project, extensions of the Project, and other projects of Client, subject to the following limitations: (1) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Client or others on extensions of the Project or on any other project without written verification or adaptation by Consultant; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's Sub-Consultants; (3) Client shall indemnify and hold harmless Consultant and Consultant's Sub-Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Consultant; (4) such limited license to Client shall not create any rights in third parties.

If Consultant at Client's request verifies or adapts the Documents for extensions of the Project or for any other project, then Client shall compensate Consultant at rates or in an amount to be agreed upon by Client and Consultant.

6.4 Contractor's Insurance:

Client shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of Paragraph 6.3 of the "Standard General Conditions of the Construction Contract," (No. C-700, 2013 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Consultant and Consultant's Sub-Consultants to be listed as additional insureds with a waiver of subrogation with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

A Certificate of Insurance with the above provisions shall be obtained and kept by the Client. The limits of liability for the Contractor's insurance shall meet or exceed the following:

- | | |
|--|-------------|
| 1. Workers' Compensation: | Statutory |
| 2. Employer's Liability – | |
| a. Each Accident: | \$1,000,000 |
| b. Disease, Policy Limit: | \$1,000,000 |
| c. Disease, Each Employee: | \$1,000,000 |
| 3. General Liability – | |
| a. Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| b. General Aggregate: | \$2,000,000 |
| 4. Automobile Liability – | |
| a. Bodily Injury, Each Accident: | \$1,000,000 |
| b. Property Damage, Each Accident: | \$1,000,000 |
| or | |
| a. Combined Single Limit (Bodily Injury and Property Damage), Each Accident: | \$1,000,000 |
| 5. Umbrella Liability: | \$2,000,000 |

Contractor will pay all deductibles and self-insured retentions under Contractor's Insurance. Contractor's Insurance will be primary to, and non-contributing with, any insurance maintained by Consultant or any additional insured required to be named under this Agreement. Contractor's Insurance may not be cancelled or allowed to expire without 30 days prior written notice to Consultant. Consultant and, if applicable, the owner of the Project Site will be named as additional insured on the insurance coverages described in subsections 6.4.3 and 6.4.4 above with respect to all matters arising out of this Agreement. Contractor will provide a Waiver of Subrogation on all lines where allowed by law. Prior to commencing the Project, Contractor will deliver to Consultant a certificate or certificates of insurance evidencing Contractor's Insurance is in effect. Contractor will renew or update such certificates prior to expiration of, and promptly following any modifications to, Contractor's Insurance and otherwise upon Consultant's reasonable request.

6.5 Suspension:

Suspension By Client. Client may suspend the Project upon seven days written notice to Consultant.

Suspension By Consultant.

1. If Consultant's services are substantially delayed through no fault of Consultant, Consultant may, after giving seven days written notice to Client, suspend services under this Agreement.
2. If Consultant's invoices are not paid within 30 days of Client's receipt, Consultant may suspend services under this Agreement until Consultant has been paid in full all accounts due for services and expenses.

6.6 Termination:

Either Consultant or Client may terminate this Agreement upon seven (7) days written notice to the other party. Neither party shall have any liability to the other on account of such termination, except that Consultant will be entitled to invoice Client and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Client shall have the limited right to the use of Documents, at Client's sole risk, subject to the provisions of Article 6, Section 6.3 – "Use of Documents."

6.7 Controlling Law:

This Agreement is to be governed, construed and enforced in accordance with the laws of the State of Missouri, without respect to its principles governing conflicts of law. Unless otherwise mandated by law, venue for any litigation arising out of this Agreement or the services rendered to Client by Consultant shall lie exclusively in the Circuit Courts of Greene County, Missouri.

6.8 Successors, Assigns, and Beneficiaries:

Client and Consultant are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant (and to the extent permitted by the following paragraph, the assigns of Client and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

6.9 Dispute Resolution:

Client and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days. If the parties fail to resolve a dispute through these negotiations, then the parties may exercise their rights under law.

In the event it is necessary for Consultant to refer a dispute with Client to an attorney, then in addition to all payments and accrued interest owed under this Agreement, Client shall also be liable for Consultant's reasonable costs, expenses and attorneys' fees incurred therein.

6.10 Indemnification, Allocation of Risks, and Waiver:

1. PERCENTAGE SHARE OF NEGLIGENCE. TO THE FULLEST EXTENT PERMITTED BY LAW, A PARTY'S TOTAL LIABILITY TO THE OTHER PARTY AND ANYONE CLAIMING BY, THROUGH, OR UNDER THE OTHER PARTY FOR ANY COST, LOSS, OR DAMAGES CAUSED IN PART BY THE NEGLIGENCE OF THE PARTY AND IN PART BY THE NEGLIGENCE OF THE OTHER PARTY OR ANY OTHER NEGLIGENT ENTITY OR INDIVIDUAL, SHALL NOT EXCEED THE PERCENTAGE SHARE THAT THE PARTY'S NEGLIGENCE BEARS TO THE TOTAL NEGLIGENCE OF CLIENT, CONSULTANT, AND ALL OTHER NEGLIGENT ENTITIES AND INDIVIDUALS.
2. LIMITATION OF REMEDIES. CONSULTANT'S AGGREGATE LIABILITY RESPONSIBILITY TO CLIENT, INCLUDING THAT OF CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES, AND SUB-CONSULTANTS, IS LIMITED TO THE AMOUNT OF CONSULTANT'S FEE UNDER THIS AGREEMENT. THIS LIMITATION OF REMEDY APPLIES TO ALL LAWSUITS, CLAIMS OR ACTIONS, WHETHER IDENTIFIED AS ARISING IN TORT, CONTRACT OR OTHER LEGAL THEORY RELATED TO CONSULTANT'S SERVICES UNDER THIS AGREEMENT AND ANY CONTINUATION OR EXTENSION OF CONSULTANT'S SERVICES.
3. IF CLIENT DESIRES A HIGHER LIMITATION, CONSULTANT MAY AGREE, AT CLIENT'S REQUEST, TO INCREASE THE LIMITATION OF REMEDY AMOUNT TO A GREATER SUM IN EXCHANGE FOR A NEGOTIATED INCREASE IN CONSULTANT'S FEE. ANY ADDITIONAL CHARGE FOR A HIGHER LIMIT IS CONSIDERATION FOR THE GREATER RISK ASSUMED BY CONSULTANT AND IS NOT A CHARGE FOR ADDITIONAL PROFESSIONAL LIABILITY INSURANCE. ANY AGREEMENT TO INCREASE THE LIMITATION OF REMEDY AMOUNT MUST BE MADE IN WRITING AND SIGNED BY BOTH PARTIES IN ADVANCE OF THE EXECUTION OF THIS AGREEMENT.
4. WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT WAIVES ANY AND ALL CLAIMS FOR OR ENTITLEMENT TO SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PROJECT, AGAINST CONSULTANT AND CONSULTANT'S EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, INSURERS, PARTNERS, AND SUB-CONSULTANTS.

6.11 Miscellaneous Provisions:

1. Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
2. Survival. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
3. Severability. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
4. Waiver. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
5. Accrual of Claims. To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date on which Consultant's services under this Agreement are complete. No suit or action shall be commenced by Client or Consultant against the other, or the other's officers, directors, partners, agents, sub-consultants, or employees, after the expiration of two years from the date on which Consultant's services under this Agreement are complete.

ARTICLE 7. DEFINITIONS

Wherever used in this Agreement (including the Exhibits hereto), terms (including the singular and plural forms) printed with initial capital letters have the following meanings:

Additional Services – The services to be performed for or furnished to Client by Consultant in accordance with Exhibit A, Part 2, of this Agreement.

Basic Services – The services to be performed for or furnished to Client by Consultant in accordance with Exhibit A, Part 1, of this Agreement.

Contractor – An individual or entity with whom Client enters into a construction agreement to perform all or a portion of the Work.

Construction Cost – The cost to Client of those portions of the entire Project designed or specified by Consultant. Construction Cost does not include costs of services of Consultant or other design professionals and consultants, cost of land or rights-of-way, or compensation for damages to properties, or Client's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Client. Construction Cost is one of the items comprising Total Project Costs.

Sub-Consultants – Individuals or entities having a contract with Consultant to furnish services with respect to this Project as Consultant's independent professional associates, sub-consultants, subcontractors, or vendors.

Contract Documents – Documents that establish the rights and obligations of the parties engaged in construction and include the construction agreement between Client and Contractor, addenda (which pertain to the Contract Documents), Contractor's bid (including documentation accompanying the bid and any post bid documentation submitted prior to the notice of award) when attached as an exhibit to the construction agreement, the notice to proceed, the bonds, appropriate certifications, the general conditions, the supplementary conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all written amendments, change orders, work change directives, field orders and Consultant's written interpretations and clarifications issued on or after the effective date of the construction agreement. Approved shop drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

Documents – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Consultant to Client pursuant to this Agreement.

Drawings – That part of the Contract Documents prepared or approved by Consultant which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

Laws and Regulations; Laws or Regulations – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

Reimbursable Expenses – The expenses incurred directly by Consultant in connection with the performing or furnishing of Basic and Additional Services for the Project.

Resident Project Representative – The authorized representative of Consultant, if any, assigned to assist Consultant at the Site during the Construction Phase. The Resident Project Representative will be Consultant's agent or employee and under Consultant's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Client. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit C.

Specifications – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

Total Project Costs – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Consultant or other design professionals and consultants, together with such other Project-related costs that Client furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Client's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Client.

Work – The entire completed construction or the various separately identifiable parts thereof required to be provided by a Contractor under Contract Documents for a specific Project. Work includes and is the result of a Contractor performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the applicable Contract Documents.

ARTICLE 8. EXHIBITS AND SPECIAL PROVISIONS

Exhibits Included:

Exhibit A, "Scope of Services," consisting of 9 pages.

Exhibit B, "Payments to Consultant for Services and Reimbursable Expenses," consisting of 2 pages.

Exhibit C, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 0 pages.

Exhibit D, "Special Provisions," consisting of 0 pages.

Designated Representatives: With the execution of this Agreement, Consultant and Client shall designate specific individuals to act as Consultant's and Client's representatives with respect to the services to be performed or furnished by Consultant and responsibilities of Client under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

Effective Date: The Effective Date of this Agreement shall be the date on which this Agreement is fully executed by Client and Consultant. However, Consultant offers this Agreement to Client and if said Agreement is not fully executed by Client within 30 days of Consultant's signature, said offer of Agreement will be null and void.

Guarantee: As additional security to Consultant, and as additional consideration for services rendered by Consultant, the undersigned for the Client agree to personally and faithfully guarantee payment by Client, including interest and all costs of collection incurred by Consultant, including reasonable attorney's fees, regardless of whether formal legal action is instituted in the collection of past due balances. The undersigned waive notice of acceptance of this guarantee, notice of any extension in time of payment, and all other notices to which the undersigned may be entitled by law, including demand against Client and consent to the above agreement subject to this guarantee being assigned without notice to me. Guarantee is not applicable to public agencies.

Total Agreement: This Agreement (consisting of pages 1 to 8 inclusive, together with the exhibits identified above) constitutes the entire agreement between Client and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which shall be the latter of the execution dates shown below.

Client: _____	Consultant: <u>Great River Associates, Inc. (dba Great River Engineering)</u>
Required signatures for Client include: All Officers and Directors for Corporations, all members for Limited Liability Companies, and each individual for Individuals.	
Date Signed: _____	Date Signed: <u>10/7/2022</u>
Signature: _____	Signature: <u>[Signature]</u>
Name: _____ Title: _____	Name: <u>Guy Ekins</u> Title: <u>Principal</u>
Signature: _____	
Name: _____ Title: _____	
Address for giving notices: _____	Address for giving notices: _____
_____	<u>2826 S. Ingram Mill Road</u>
_____	<u>Springfield, Missouri 65804</u>
Designated Representative:	Designated Representative:
Name: _____ Title: _____	Name: <u>GAREN M'EUROY</u> Title: <u>PROJECT MANAGER</u>
Phone Number: _____ Fax Number: _____	Phone Number: <u>(417) 207-5435</u> Fax Number: _____

EXHIBIT A SCOPE OF SERVICES

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Consultant shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES FOR DESIGN OF THE BOLIVAR EAST LOOP ROAD - SOUTH

Project Description:

The CLIENT (City of Bolivar, MO) wishes to design a new 3-lane roadway between Mt. Gilead St. at 132nd St. (Sandy Ln.) to S. Springfield Ave. (State Highway 83) near the entrance of the Mercy clinic on the west side of Springfield Ave. New roadway is approximately 1.2 miles in length. Improvements will include curb and gutter with storm drains, intersection improvements at both the Mt. Gilead and Springfield Ave. intersections, as well as a new intersection at the southern end of the project. The project will include stream crossings as needed, and sidewalk construction on both sides of the new roadway. Figure A shows the approximate alignment. The CONSULTANT (Great River Engineering) understands that the CLIENT wishes to pursue this project through final design such that right-of-way may be purchased for the project and project can be bid for construction. Additionally, the CLIENT wishes to pursue the design, environmental permitting, and right of way acquisition process according to the Missouri Department of Transportation Local Public Agency Manual such that the CLIENT may use federal funds at any point in the completion of the project.

Task 1 – PROJECT MANAGEMENT

CONSULTANT will provide a dedicated project manager to perform the following activities and provide the following deliverables:

List of Activities and Deliverables – Task 1 – Project Management:

- A. Project Schedule - Prepare an initial project schedule to be submitted upon receipt of Notice to Proceed from the City of Bolivar. An update to project schedule and progress summary report will be submitted monthly as part of the project invoicing process.
- B. Project Coordination - A Project Coordination meeting will be conducted monthly from Notice to Proceed through completion of the preliminary plans. Project Coordination meetings may be conducted in-person or by teleconference as directed by the CLIENT.
- C. Project Plan - A Project Plan will be completed which outlines how the project will be executed. The Project Plan will be provided to both the City of Bolivar and all members of the project team. The Project Plan will address at a minimum:
 - 1. Project quality processes
 - 2. Internal project team communication processes and project controls
 - 3. External project team communication processes
 - 4. Project administration processes
 - 5. Documentation records of project decisions
 - 6. Project data storage and filing processes
- D. Project Invoicing - Project invoicing will be made monthly. Project invoicing will be completed in accordance with City of Bolivar requirements.

Task 2 – PUBLIC INVOLVEMENT

CONSULTANT will provide public involvement services as described below:

List of Activities and Deliverables – Task 2 – Public Involvement:

- A. Project Updates - CONSULTANT will be available to attend City of Bolivar Board of Alderman meetings quarterly to provide project updates. Up to two update informationals at milestone points to be determined by the CLIENT will be prepared. Informational will be one-page, full color publications and will be printed on 8.5x11 paper. CONSULTANT will produce up to 100 copies of the informational. Distribution of the hard copies to public buildings in the region will be the responsibility of the CLIENT. PDF files will be provided to the CLIENT for posting online or distributing in other fashions.
- B. Email Address and Response Management - CONSULTANT will provide the email address of the project manager to be available for use by the public to submit comments or questions. Engineer will log and coordinate responding to all comments and questions received.
- C. Public Meetings - CONSULTANT will plan the coordination and preparation for one open house-style public meeting. Public Meeting activities will include:
 - 1. City of Bolivar will provide meeting location
 - 2. Preparing display boards (up to 2 per meeting), handouts, sign-in sheets, comment forms
 - 3. Creating and distributing an email invitation to those on the project contact list
 - 4. Creating a one page 8½"x11" print-ready advertisement for distribution by the CLIENT
 - 5. Providing up to 4 team members to staff the public meeting

Task 3 – CONCEPTUAL DESIGN

CONSULTANT will prepare Conceptual Design plans for the proposed improvements. This will include the proposed horizontal and vertical alignment of the new roadway, the typical sections for the new roadway, and the approximate new right-of-way requirements. This phase will include preliminary layout of the new intersection at the southern end of the project as well as preliminary hydraulic and hydrologic evaluation of the stream crossings to determine the approximate size of any required drainage structures. This layout will also identify potential utility conflicts and will be used to determine the limits of the Field Survey. A Conceptual Construction Cost Estimate will also be developed and submitted with this phase.

List of Deliverables – Task 3 – Conceptual Design:

- A. Conceptual Design Plans consisting of:
 - 1. Cover Sheet
 - 2. Typical Sections
 - 3. Plan and Profile Sheets showing Horizontal and Vertical Alignment, slope limits, and approximate new Right-of-Way Required
- B. Preliminary Hydraulic and Hydrologic Evaluation Results including the approximate size of drainage structures required.
- C. Potential Utility Conflicts to be noted on the plan and profile sheets
- D. Preliminary Construction Cost Estimate

This scope includes conceptual design of up to two (2) different alignments. If the CLIENT wishes to analyze more than two (2) conceptual alignments this will be performed as Additional Services.

Task 4 – FIELD SURVEY

Topographic Base Map. CONSULTANT will conduct research and perform field data collection surveys to prepare a topographic base map for use in design of the project. The base map will be generated from data collected by aerial drone surveys and ground surveys and will include an aerial orthophoto. All survey positional data shall be based on the Missouri Coordinate System of 1983, Central Zone (scaled to ground) and the North American Vertical Datum of 1988. The topographic base map shall incorporate and depict the following:

1. Existing roadway improvements including pavement and aggregate surfaces, culverts and other drainage structures, driveways and field entrances, fences, visible above-ground utility features, underground utility lines as marked on the surface by others, buildings and associated improvements, mailboxes along roadway, improved landscape areas.
2. Existing road right-of-way lines, based on record documents provided by CLIENT and/or those discovered by the surveyor while conducting standard research. If no record of right of way is provided or discovered, right of way will be shown based on the alignment and width of apparent usage.
3. Approximate property lines intersecting the existing roadway, based on available record surveys and found monuments or apparent lines of possession.
4. Property ownership information including record title owner name, address, and source of title document (book and page of recorded document).
5. Existing easements which are plottable based on record documents provided by CLIENT and/or discovered by the surveyor while conducting standard research.
6. Ground elevation contours at a vertical interval of one foot (terrain model constructed from LIDAR data obtain by aerial drone and ground surveys) and spot elevations on critical features such as sewer and drainage structures.
7. Survey control points and benchmarks established for the project with horizontal coordinates and elevations.

CONSULTANT will be responsible for notifying owners of property along the project alignment prior to commencement of survey work. CONSULTANT shall document that a reasonable attempt has been made to notify each property owner, to the extent required by law. The CLIENT shall be notified prior to commencement of the survey work.

It is recommended that the CLIENT provide an “ownership and encumbrance report” prepared by a land title company for each property affected by any proposed new roadway alignment. Such a report serves to verify property ownership and to reveal easements of record affecting said property, information which is critical to the design phase of the project. At a minimum, title reports for each property affected by proposed new right of way should be provided by the CLIENT upon approval of preliminary design.

List of Deliverables – Task 4 – Field Survey:

Topographic Base Map (Existing Conditions)

Task 5 – PRELIMINARY DESIGN

CONSULTANT will prepare Preliminary Design Plans for the proposed improvements. The Missouri Department of Transportation Local Public Agency Manual will be referenced for the services in this Task. The majority of the design work for this project will occur during this phase. The purpose of this phase is to further evaluate the layout and perform hydraulic analysis of any proposed drainage facilities, establish how erosion control will be handled, establish a Traffic Control Plan, and complete intersection details. By end of this design phase, the construction plans should be nearly 60% complete, hydraulic analysis shall be essentially incorporated into the design, and the CLIENT shall have a preliminary knowledge of the construction costs associated with the project.

It is anticipated that the Preliminary Design Plans will consist of typical sections (including minimum right-of-way width and ditches), roadway plan and profiles (including areas of proposed new right-of-way and

easements as well as proposed slope limits), intersection details (including geometric details) culvert profiles, erosion control plans, traffic control plans, and cross sections.

List of Deliverables – Task 5 – Preliminary Design:

- A. Preliminary Design Plans consisting of:
 - 1. Cover Sheet
 - 2. Typical Sections
 - 3. Plan and Profile Sheets showing Horizontal and Vertical Alignment, slope limits, and proposed new Right-of-Way and easements
 - 4. Existing Topography and Features
 - 5. Sizing of drainage structures for stream crossings (Design of three (3) drainage structures is anticipated)
 - 6. Intersection details, including geometric details
 - 7. Design of ADA compliant sidewalks
 - 8. Stormwater design including plan and profile of stormwater infrastructure
 - 9. Erosion Control Plans
 - 9. Traffic Control Plans
 - 10. Cross Sections
- B. Preliminary plans will also include property owner information for each tract, existing right-of-way and easements, and any known proposed utility relocation work
- C. Preliminary Construction Cost Estimate

It is anticipated for the purposed of this scope that all drainage structures mentioned in Task 5 will be of standard type and size. **Bridge engineering or structural design/analysis beyond what is needed for standard drainage structure design will be performed as Additional Services.**

Task 6 – GEOTECHNICAL ENGINEERING SERVICES

CONSULTANT will perform a geotechnical investigation for the project.

List of Deliverables – Task 6 – Geotechnical Engineering Services:

- A. Geotechnical Engineering Report – Report will include boring locations, depth to rock and properties of the soils encountered in the investigation. The results of the investigation will be used to guide design decision in the Preliminary Design phase.

Task 7 – ENVIRONMENTAL PERMITTING

It is assumed that design and construction of the Bolivar East Loop Roadway will be performed in phases (North, Middle, South), with the exact sequence of phasing unknown at this time. The phasing sequence and/or combination of phasing will have an impact on the efforts required for environmental permitting, specifically the NEPA process. It is assumed that the East Loop – North will be either a categorical exclusion (CE2) or will require an Environmental assessment (EA). Per 136.6.3 of the Missouri Department of Transportation's Local Public Agency Manual 96% of all LPA projects are classified as a CE2 under the NEPA process. For the purposes of this scope, the CONSULTANT shall assist the CLIENT make every effort to demonstrate to MoDOT and FHWA that the East Loop – North will not have significant impacts and should be classified as a CE2. The CONSULTANT shall consult with federal, state, and local agencies to assist the CLIENT in obtaining permitted clearance for the following:

List of Activities and Deliverables – Task 7 – Environmental Permitting:

1. Section 106 – Receive Missouri Department of Natural Resources SHPO response to Section 106 application. If a Phase I or Phase II Cultural Resource Assessment is deemed necessary, arrange to have the site examined by a qualified archaeologist as Additional Services.
2. Section 404 permit - Make application the USACE. If deemed necessary, arrange to have the site examined by a qualified professional to determine wetlands impact as Additional Services.
3. Threatened and Endangered Species - Coordinate with United States Fish & Wildlife (USF&W) and Missouri Department of Conservation (MDC) to obtain official species list of project site. Compile a Threatened and Endangered Species Report.
4. Make application to the USDA for a Farmland Development Permit
5. Make application to the County Floodplain Administrator for the Floodplain Development permit
6. Make application for FAA permitting
7. Land disturbance application.

If the CE2 determination cannot be reached and an EA is required, any additional studies, public meetings, and/or consultation with governing authorities required for the production of the EA document will be performed as Additional Services.

Task 6 – TRAFFIC ENGINEERING SERVICES

It is assumed that design and construction of the Bolivar East Loop Roadway will be performed in phases (North, Middle, South), with the exact sequence of phasing unknown at this time. The primary focus of the traffic engineering services is to determine the future requirements at key intersections, both at the time of completion of the individual phase (including any previous phases), and at completion of the full corridor. The CONSULTANT will perform traffic engineering services to determine the improvements needed at the proposed intersection of East Loop - South and S. Springfield Ave. and provide necessary reports to assist in the procurement of a permit to construct improvements on MoDOT right of way.

List of Activities and Deliverables – Task 6 – Traffic Engineering Services:

SOUTHERN SEGMENT - E. Mt. Gilead Road (455th Road) to Highway 83 (S. Springfield Avenue)

Tasks to be completed for the study shall consist of:

- A. 24-hour turning movement counts at:
 - a. Hwy 83 (Springfield Avenue) at the Proposed East Loop Road
- B. Review available Traffic Count and Accident Data at the intersection of Hwy 83 (Springfield Avenue) and the Proposed East Loop Road.
- C. Summarize Existing Volumes at Study Intersection.
- D. Determine Existing Level of Service (LOS) at the Study Intersection utilizing the methodologies outlined in the Highway Capacity Manual for:
 - a. AM Peak Hour, and
 - b. PM Peak Hour.
- E. Using existing traffic distribution in the area in conjunction with the proposed roadway's location to the City of Bolivar, estimate traffic volumes at the study intersection at the time of completion of this segment of the roadway.
- F. Using the above analysis in conjunction with the warrants for the installation of a traffic control signal, the warrants for the installation of stop sign control, as well as the guidelines for the installation of auxiliary turn lanes, make recommendations as to the necessary improvements at the Study Intersection to provide an acceptable Level of Service at the time of completion of this roadway segment.

- G. Estimate an Average Annual Growth Rate of traffic (based on historical growth in the area) to estimate the 20-year future traffic volumes at the Study Intersection. These estimates will assume that the entire corridor is constructed within the 20-year study period.
- H. Using the above analysis, in conjunction with the warrants for the installation of a traffic control signal, as well as the guidelines for the installation of auxiliary turn lanes, make recommendations as to the necessary improvements at the Study Intersection to provide an acceptable Level of Service at the end of the 20-year study period.
- I. A report outlining the procedures, assumptions, and results of the traffic impact study will be prepared and submitted to the client for review.
- J. Upon review and approval by the client, three bound copies and a PDF version of the report will be provided to the Client.
- K. Upon Client's approval of the report, it will be submitted to MoDOT for review and approval as necessary to obtain the necessary permits from MoDOT for the proposed connection of the New Loop Road to Highway 83 (Springfield Avenue).

Task 8 – RIGHT-OF-WAY DESIGN

CONSULTANT will develop and incorporate a Right-of-Way Plan into the construction plans.

List of Deliverables – Task 8 – Right-of-Way Design:

- A. Right-of-Way Plans:
 - 1. Plan sheets showing horizontal alignment, slope limits, existing right of way and easements, and proposed new right of way and easements required
 - 2. Listing of easement type and area of new easement for each ownership

At this time, it is unclear the amount of right of way/easement to be acquired and/or the number of parcels which will be impacted. The production of legal descriptions and exhibits for the purchase of new right of way/easement, public hearings related to right of way acquisition, right of way negotiations/acquisitions, or required title work for the purchase of right of way is not covered by this scope and will be performed as Additional Services.

Task 9 – FINAL DESIGN

CONSULTANT will finalize the construction plans and produce the estimates, bid documents, and specifications required for the project to be approved and advertised for bids for construction. CLIENT shall keep CONSULTANT apprised of any special agreements made with property owners during right-of-way negotiations and these shall be incorporated into the plan set.

List of Deliverables – Task 9 – Final Design:

- A. Construction Plans consisting of:
 - 1. Cover Sheet
 - 2. Typical Sections
 - 3. Plan and Profile Sheets showing Horizontal and Vertical Alignment, slope limits, and new Right-of-Way Required and easements
 - 4. Intersection details, including geometric details
 - 5. Culvert profiles
 - 6. Culvert Details

7. Design of ADA compliant sidewalks
8. Erosion Control Plans
9. Traffic Control Plans
10. Right-of-Way Plans
11. Cross Sections

B. Contract Documents Book as necessary to Bid the project, including Job Special Provisions and any necessary Specifications

C. Engineer's Estimate of Probable Construction Cost

Task 10 – UTILITY COORDINATION

The proposed roadway has the potential to impact existing utilities which will require coordination with the utility owner and possible relocation. CONSULTANT will coordinate and conduct all preliminary utility coordination activities including notification of all utilities, provide plans and documentation to the utilities, plan and conduct utility coordination meetings, and develop strategies to best accommodate utilities on the project.

The design of utility relocation plans is not included in this scope and, if required, will be performed as Additional Services.

Task 11 - BIDDING PHASE

CONSULTANT will prepare the bid documents and advertisement for the CLIENT to use during the bidding process. CONSULTANT will, if desired by the CLIENT, conduct the bid opening and review bids. CONSULTANT will make a recommendation as to award of the project to the CLIENT based on its review of the bids. During the bidding phase, CONSULTANT will be available to address questions from potential bidders and issue addenda, if necessary.

Construction phase services and inspection services are not included in this scope and will be performed as Additional Services.

PROSECUTION AND PROGRESS OF CONTRACT

The scope and related fees for this project were developed with the expectation that this project will be pursued to completion within 24 months of notice to proceed. Should developments occur at no fault of the CONSULTANT which extend the period of performance of the contract beyond 24 months, the administrative and project management costs related to the delay will be performed as Additional Services.

OTHER SERVICES

The Basic Services do not include relocation or design of gas, electric, phone, cable, or other utilities not specifically described in the tasks above.

No additional geotechnical investigations, flood plain analysis, or traffic studies are included in this scope of services except what is specifically described above.

Any required applications not specifically described in the scope of services will be prepared by the CLIENT. All application, permit, inspection, and other fees assessed by regulatory bodies are the responsibility of the CLIENT.

It is unclear at this time the extent of the improvements MoDOT will require to their right of way to permit the work for the East Loop - South at Springfield Ave. For the purposes of this scope, it is assumed that they will

require a stop-controlled intersection. The Basic Services do not include the design of a more complex intersection, signal design, or lighting design for the proposed Springfield Ave. intersection and will be performed as Additional Services.

PART 2 – ADDITIONAL SERVICES

Any services requested by Client that are not specifically included in Part 1 – BASIC SERVICES shall be considered Additional Services and billed on an hourly basis.

Figure A

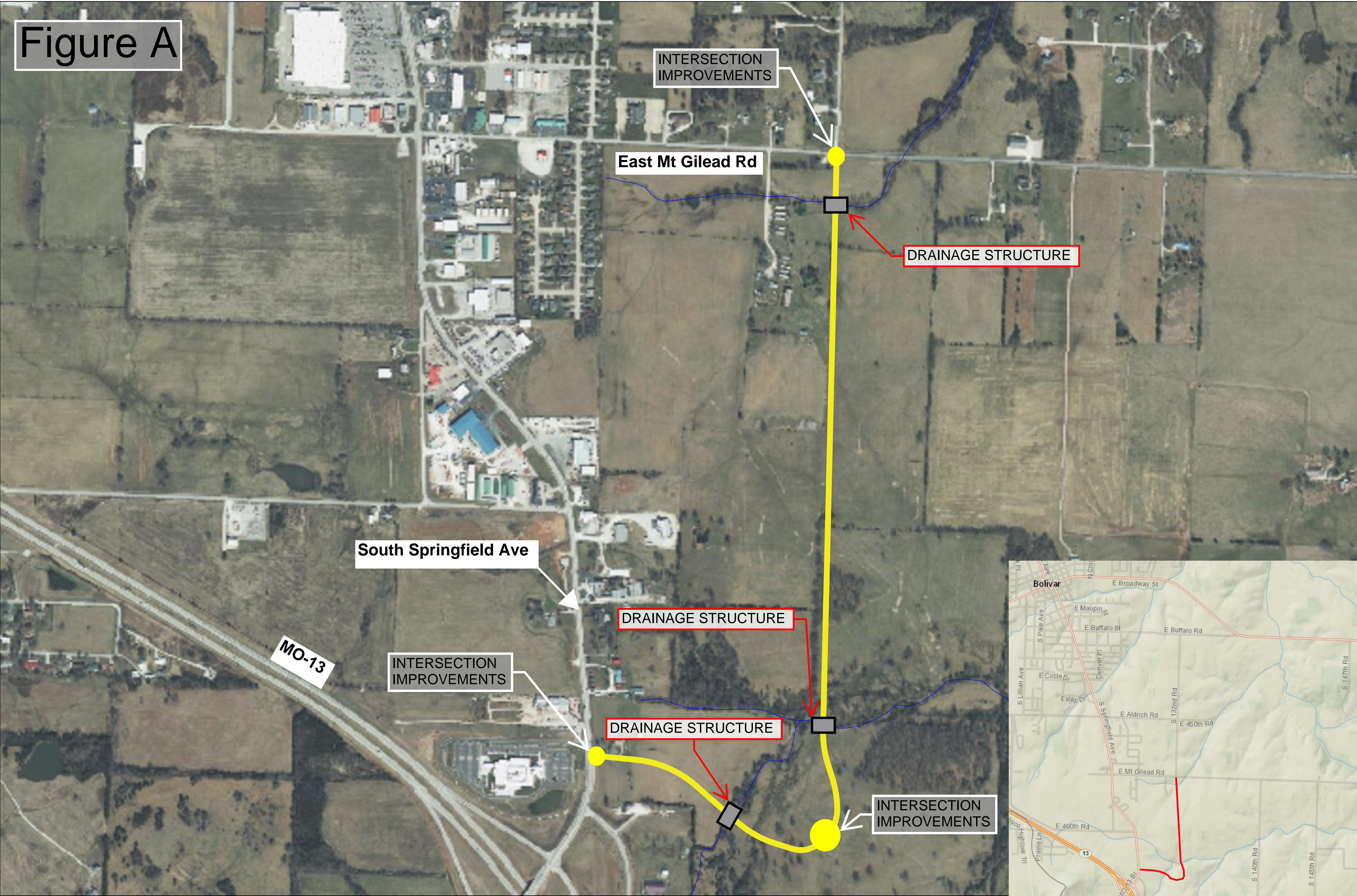


EXHIBIT B
PAYMENTS TO CONSULTANT FOR SERVICES AND REIMBURSABLE EXPENSES

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

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

Client shall pay Consultant for Basic Services set forth in Exhibit A on an hourly basis as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Consultant's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Consultant's Sub-Consultant's charges, if any.
2. The total compensation for services under Paragraph B.1 is **estimated to be \$704,000.00**, subject to early termination by either party as set forth in the main Agreement, based on the following assumed distribution of compensation:

A retainer in the amount of \$0 percent (0%) of the estimated fee (\$0) is due upon acceptance of the Agreement.

3. Consultant may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Client.

B.2 Standard Hourly Rate Schedule

1. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates will be adjusted annually (as of January 1 of each year) to reflect equitable changes in the compensation payable to Consultant. The Consultant's current Standard Hourly Rates are:

Engineer 0	\$70.00/hour	Land Surveyor 5	\$130.00/hour
Engineer 1	\$95.00/hour	Land Surveyor 6	\$150.00/hour
Engineer 2	\$105.00/hour	Land Surveyor 7	\$165.00/hour
Engineer 3	\$130.00/hour	Land Surveyor 8	\$180.00/hour
Engineer 4	\$145.00/hour	GIS Specialist	\$90.00/hour
Engineer 5	\$155.00/hour	Drone Pilot 1	\$175.00/hour
Engineer 6	\$165.00/hour	Driller 1	\$125.00/hour
Engineer 7	\$175.00/hour	Driller 2	\$150.00/hour
Engineer 8	\$190.00/hour	Inspector 1	\$75.00/hour
Engineer 9	\$210.00/hour	Inspector 2	\$85.00/hour
Engineer 10	\$230.00/hour	Inspector 3	\$95.00/hour
Engineer 11	\$250.00/hour	Inspector 4	\$110.00/hour
Landscape Architect & Environmental Specialist 1	\$120.00/hour	Inspector 5	\$120.00/hour
Landscape Architect & Environmental Specialist 2	\$130.00/hour	Inspector 6	\$135.00/hour
Landscape Architect & Environmental Specialist 3	\$145.00/hour	Technician 1	\$75.00/hour
Landscape Architect & Environmental Specialist 3	\$160.00/hour	Technician 2	\$95.00/hour
Geologist	\$150.00/hour	Technician 3	\$105.00/hour
Land Surveyor 0	\$50.00/hour	Technician 4	\$115.00/hour
Land Surveyor 1	\$60.00/hour	Technician 5	\$130.00/hour
Land Surveyor 2	\$85.00/hour	Administrative 1	\$45.00/hour
Land Surveyor 3	\$100.00/hour	Administrative 2	\$60.00/hour
Land Surveyor 4	\$110.00/hour	Administrative 3	\$75.00/hour
		Administrative 4	\$90.00/hour
		Administrative 5	\$110.00/hour
		Administrative 6	\$125.00/hour

B.3 Compensation For Additional Services – Standard Hourly Rates Method of Payment

Client shall pay Consultant for Additional Services, if any, as follows:

1. For services of Consultant's employees engaged directly on the Project not specifically described as Basic Services in Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Consultant's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Consultant's Sub-Consultant's charges, if any.
2. For those Reimbursable Expenses that are not specifically accounted for in the compensation for Basic Services in Exhibit A and are directly related to the provision of Additional Services, Client shall pay Consultant for said reimbursable expense.

B.4 Other Provisions Concerning Payment

1. Whenever Consultant is entitled to compensation for the charges of Consultant's Sub-Consultants, those charges shall be the amounts billed by Consultant's Sub-Consultants to Consultant times a factor of 1.1.
2. Factors. The external Reimbursable Expenses and Consultant's Sub-Consultant's factors include Consultant's overhead and profit associated with Consultant's responsibility for the administration of such services and costs.
3. Estimated Compensation Amounts: (1) Consultant's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Consultant under the Agreement; (2) When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Consultant that a compensation amount thus estimated will be exceeded, Consultant shall give Client written notice thereof. Promptly thereafter Client and Consultant shall review the matter of services remaining to be performed and compensation for such services. Client shall either agree to such compensation exceeding said estimated amount or Client and Consultant shall agree to a reduction in the remaining services to be rendered by Consultant, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Consultant exceeds the estimated amount before Client and Consultant have agreed to an increase in the compensation due Consultant or a reduction in the remaining services, the Consultant shall be paid for all services rendered hereunder.
4. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A; and, if authorized in advance by Client, overtime work requiring higher than regular rates. In addition, if authorized in advance by Client, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.
5. The amounts payable to Consultant for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Consultant, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
6. For purposes of the following notice required by Missouri law, "contractor" means Consultant:

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 IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

ORDINANCE COVER SHEET

Bill No. 2022-88

Ordinance No. _____

**“AN ORDINANCE AUTHORIZING AN AGREEMENT WITH FELD FIRE
TO OBTAIN A COMPRESSOR AND JON’S MID AMERICA
FIRE APPARATUS, INC TO OBTAIN SAFETY/EXTRICATION TOOLS
FOR THE BOLIVAR FIRE DEPARTMENT.”**

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 WITH FELD FIRE
TO OBTAIN A COMPRESSOR AND JON’S MID AMERICA
FIRE APPARATUS, INC TO OBTAIN SAFETY/EXTRICATION TOOLS
FOR THE BOLIVAR FIRE DEPARTMENT.”**

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 Feld Fire to obtain an Arctic compressor and with Jon’s Mid America Fire Apparatus, Inc to obtain safety/extrication tools for the Fire Department; with such contract pricing and terms to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

Section II: The City is authorized and directed to pay for the goods out of the American Rescue Plan Act (ARPA) Funds.

Section III: 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 IV: 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



Quote

Date: August 4, 2022
 Quote #: **2022 Tools Bid**
 Customer ID: 1045312

To: Chief Brent Watkins
 Bolivar Fire Department
 211 W. Walnut
 Bolivar, MO 65613
 417-328-0276

Ship to:

Salesperson	Job	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Due Date
G. Pottberg		Best Way	Carroll, IA		Net 30	

Qty	Item #	Description	Unit Price	Discount	Line Total
1.00	CE410A6E1C	ARCTIC - Compressor, 6000 PSI, 4-Stage	\$ 23,900.00		\$ 23,900.00
		10 HP, 14 CFM, 1-Phase, With CO Monitor,			
		Sound Suppressing Cabinet, Auto Drain,			
		Gauge Panel, High Pressure Switch,			
		Low Oil Switch, High Temp Switch,			
1.00		ACE Gold Extended Warranty	\$ 1,929.00		\$ 1,929.00
		5 Years or 1000 Hours			
1.00		Freight & Installation Charges	\$ 1,170.00		\$ 1,170.00
		On Site Training Included			
		QUOTE GOOD FOR 30 DAYS			
		No Electrical Work Provided By			
		Feld Fire Equipment			

Subtotal	\$ 26,999.00
Sales Tax	
Total	\$ 26,999.00

Make all checks payable to Ed M. Feld Equipment Co., Inc.
 Thank you for your business!

113 N. Griffith Rd., Carroll, IA 51401 800.568.2403 712.792.6658 sales@feldfire.com



Mid America Fire Apparatus, Inc
7037 E US Highway 60
Rogersville, MO 65742

Invoice

Date
10/4/2022

Invoice #
T0186

Sold To:

Bolivar City Fire Department
P.O. Box 9
Bolivar, MO 65613

Shipped To:

Bolivar City Fire Department
P.O. Box 9
Bolivar, MO 65613

P.O. No.		Terms	Net 10
Description	Qty	Rate	Amount
SURGE 18V COMBINATION TOOL	1	10,000.00	10,000.00
SURGE M18 VOLT 40" RAM	1	7,100.00	7,100.00
SURGE RAM BASE EXTENSION KIT	1	1,535.00	1,535.00
M18 12AH LONG LIFE BATTERY	2	292.50	585.00
EACH TOOL COMES WITH 2 M18 8AH BATTERIES AND 1 DUAL BANK CHARGER			

Phone # 417-887-0534	Fax # 417-887-8921
-------------------------	-----------------------

Total	\$19,220.00
Payments/Credits	\$0.00
Balance Due	\$19,220.00

SPECIAL EVENT APPLICATION

APPLICANT AND ORGANIZATION INFORMATION

Sponsor Name: Bolivar Area Chamber of Commerce
Address: 117A S. Main
City: Bolivar State: MO Zip: 65613
Daytime phone: 417-326-4118 Cell phone: 417-399-2240
Fax: _____ Cell phone (during event): _____
Email: info @ bolivar chamber, com
Preferred method of contact: any

EVENT INFORMATION

Event name: Bolivar Christmas Parade
Event location: Dennis @ SBU and ends @ Bolivar School's central office
Date & time of Set up: Dec. 3, 2022 line up begins at 4:15 p.m.
Date & time of Event: Dec. 3, 2022 5:30 p.m.

Date & time of Clean up: Dec. 3, 2022 immediately following parade

Anticipated number of attendees: 1000+

Will the event sponsor be present and in charge of the event at all times? ☒ Yes ☐ No
If no, please provide name of responsible party present.

Name: _____ Cell phone (during event): _____

Type of activities planned (check all that apply):

- | | | |
|---|---|-----------------------------------|
| <input type="checkbox"/> Carnival | <input type="checkbox"/> Concert | <input type="checkbox"/> Festival |
| <input type="checkbox"/> Fireworks | <input checked="" type="checkbox"/> Parade | <input type="checkbox"/> Run/Walk |
| <input type="checkbox"/> Sporting Event | <input type="checkbox"/> Other (please explain) _____ | |

Will the following be served? (check all that apply) ☐ Food ☐ Alcohol

If food is being served, a permit with the Polk County Health Center shall be obtained. Event sponsor will be responsible to monitor alcohol remains in defined event area.

Will temporary booths be set up?

☒ Yes ☐ No

If yes, will goods be available for purchase? ☐ Yes ☐ No

Sponsor is required to obtain a City business license for all vendors selling goods during the event.

Will event be open to the public?

☒ Yes ☐ No

Will admission be charged?

☐ Yes ☒ No

Will donations be accepted?

☐ Yes ☒ No

Will electricity be required?

☐ Yes ☒ No

Will generators be used?

☒ Yes ☒ No

Will live music be performed?

☒ Yes ☐ No

Will a stage be set up/constructed?

☐ Yes ☒ No

Please list performance times _____

Will banners/signs be installed?

☐ Yes ☒ No

ALL signs require a sign permit issued by the Community Development Department. With the approval of the Special Events Permit, the organization is entitled to 2 cost-free sign permits. The cost-free permits still require a sign application and approval by the Community Development Department. All other signs require sign application submission, approval and permit charge.

Is this an event for Charity?

☐ Yes ☒ No

List participating organizations/with name of contact (attach list if needed)

list can be provided closer to event

Organization: _____

Contact: _____

Organization: _____

Contact: _____

Organization: _____

Contact: _____

Do you wish to have special weather briefings and involvement from Emergency Management & N?

☐ YES ☐ NO

Please indicate who is planned to provide the following services:

Service	City provided	Dedicated crew	Self provided	Not Applicable
Crowd Control	✓	✓		SBU
EMS Services	✓			
Fire Watch	✓			
Restroom Facilities				

Security	✓			
Street Barricades	✓			
Traffic Control	✓			
Trash clean-up*		✓		

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

In addition to the information provided above, please provide a detailed narrative description of the event. Also provide a map illustrating the locations of the activities planned and requested street barricades. (Except for very limited circumstances, the City will require that a street closing be from cross intersection to cross intersection so that no traffic can turn into closed street.) Please use additional sheets as needed.

Annual Parade traveling North on Springfield from
SPB, West on Broadway, South on Lillian.
Phony at Bolivar Schools Central office.

I hereby agree that my organization will comply with all City, County and State regulations and those that are specific to public safety.

Signature: Linda Bunch Print: _____

Organization Name: Bolivar Area Chamber of Commerce Date: 10/7/2022

Date submitted: _____

Date scheduled to be presented to Council: _____

Emergency Management: _____ Date: _____

Community Development: _____ Date: _____

Building Inspector (if applicable): _____ Date: _____

Fire Chief: _____ Date: _____

Police Chief: _____ Date: _____

Public Works Director: _____ Date: _____

City Clerk: _____ Date: _____

Date presented to Council: _____

☐ Approved ☐ Rejected

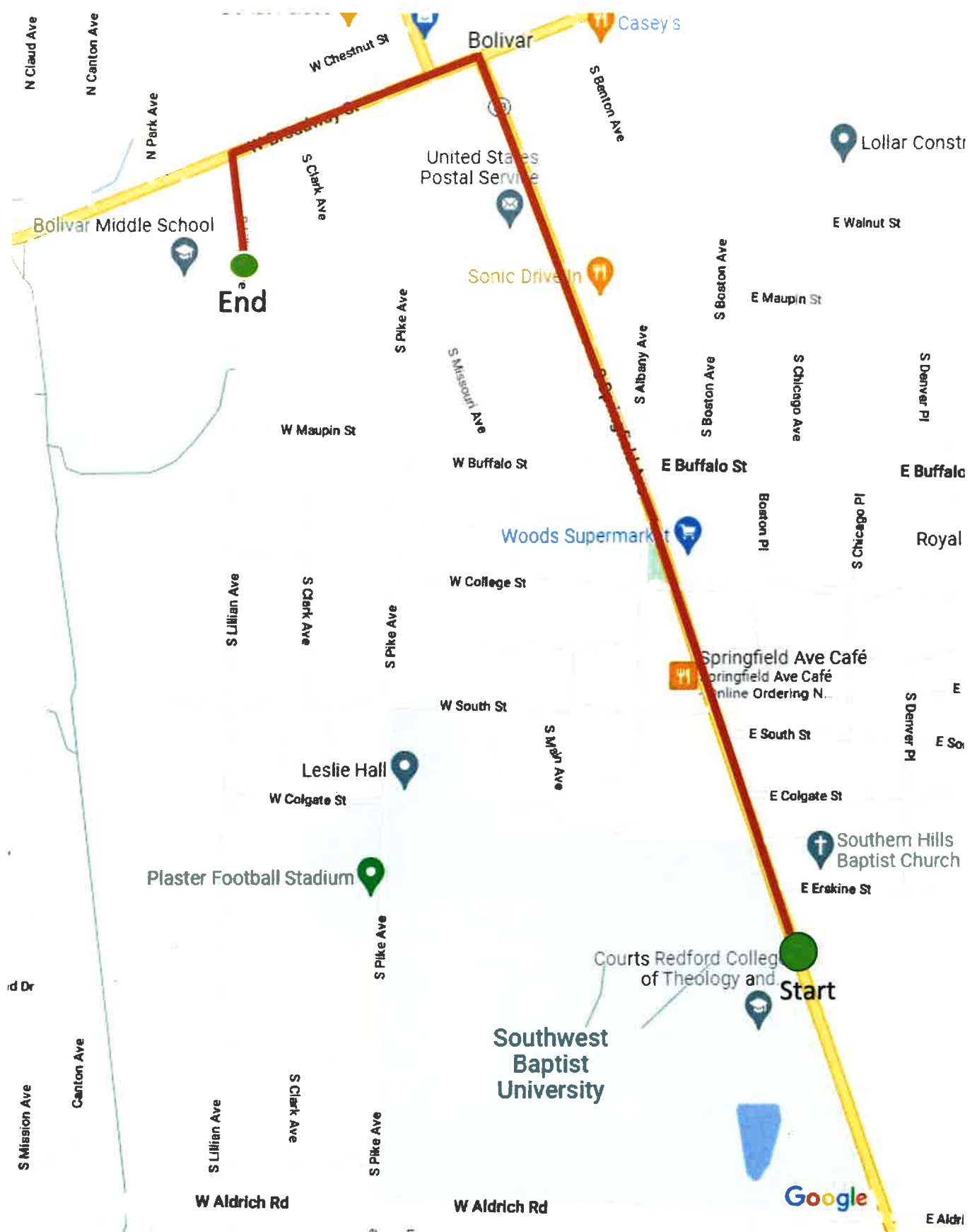
Initials: _____

HOLD HARMLESS AGREEMENT

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

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

Signature: Linda Bunch Print: Linda Bunch
Organization Name: Bolivar Area Chamber of Commerce Date: 10/7/2022
City of Bolivar Representative: _____ Date: _____



2022 Christmas Parade Route
for Dec. 3, 2022

SPECIAL EVENT APPLICATION

APPLICANT AND ORGANIZATION INFORMATION

Sponsor Name: Bolivar Area Chamber of Commerce
Address: 117 A S. Main
City: Bolivar State: Mo Zip: 65613
Daytime phone: 417-326-4118 Cell phone: 417-391-2246
Fax: _____ Cell phone (during event): _____
Email: info @ bolivarchamber.com
Preferred method of contact: any

EVENT INFORMATION

Event name: Christmas Parade Food Truck Vendor Event
Event location: 1 block of Jackson (from Springfield to Main)
Date & time of Set up: Dec 3, 2022 10 am
Date & time of Event: Dec 3, 2022 11 am - after parade ends

Date & time of Clean up: Dec 3, 2022 immediately following parade

Anticipated number of attendees: 1000+ (parade attendees)

Will the event sponsor be present and in charge of the event at all times? ☒ Yes ☐ No

If no, please provide name of responsible party present.

Name: _____ Cell phone (during event): _____

Type of activities planned (check all that apply):

- | | | |
|---|---|-----------------------------------|
| <input type="checkbox"/> Carnival | <input type="checkbox"/> Concert | <input type="checkbox"/> Festival |
| <input type="checkbox"/> Fireworks | <input type="checkbox"/> Parade | <input type="checkbox"/> Run/Walk |
| <input type="checkbox"/> Sporting Event | <input checked="" type="checkbox"/> Other (please explain) <u>Food Trucks & Vendors</u> | |

Will the following be served? (check all that apply) ☒ Food ☐ Alcohol

If food is being served, a permit with the Polk County Health Center shall be obtained. Event sponsor will be responsible to monitor alcohol remains in defined event area.

Will temporary booths be set up?

☒ Yes

☐ No

If yes, will goods be available for purchase?

☒ Yes

☐ No

Sponsor is required to obtain a City business license for all vendors selling goods during the event. each food truck will be responsible for city business license.

Will event be open to the public?

☒ Yes

☐ No

Will admission be charged?

☐ Yes

☒ No

Will donations be accepted?

☐ Yes

☒ No

Will electricity be required?

☐ Yes

☒ No

Will generators be used?

☒ Yes

☐ No

Will live music be performed?

☐ Yes

☒ No

Will a stage be set up/constructed?

☐ Yes

☒ No

Please list performance times _____

Will banners/signs be installed?

☐ Yes

☒ No

ALL signs require a sign permit issued by the Community Development Department. With the approval of the Special Events Permit, the organization is entitled to 2 cost-free sign permits. The cost-free permits still require a sign application and approval by the Community Development Department. All other signs require sign application submission, approval and permit charge.

Is this an event for Charity?

☐ Yes

☒ No

List participating organizations/with name of contact (attach list if needed)

Organization: _____ Contact _____

Organization: _____ Contact _____

Organization: _____ Contact _____

Do you wish to have special weather briefings and involvement from Emergency Management & N?

☐ YES

☒ NO

Please indicate who is planned to provide the following services:

Service	City provided	Dedicated crew	Self provided	Not Applicable
Crowd Control				
EMS Services				
Fire Watch				
Restroom Facilities				

Security				
Street Barricades	✓			
Traffic Control				
Trash clean-up*				

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

In addition to the information provided above, please provide a detailed narrative description of the event. Also provide a map illustrating the locations of the activities planned and requested street barricades. (Except for very limited circumstances, the City will require that a street closing be from cross intersection to cross intersection so that no traffic can turn into closed street.) Please use additional sheets as needed.

We would like to use Jackson St. from Springfield to Main to allow food trucks to set up for the day all will operate on generators. Set up 10am. Open 11am - end of parade.

I hereby agree that my organization will comply with all City, County and State regulations and those that are specific to public safety.

Signature: Linda Bunch Print: Linda Bunch

Organization Name: Bolivar Area Chamber of Commerce Date: 10/12/2022

OFFICE USE ONLY

Date submitted: _____

Date scheduled to be presented to Council: _____

Emergency Management: _____ Date: _____

Community Development: _____ Date: _____

Building Inspector (if applicable): _____ Date: _____

Fire Chief: _____ Date: _____

Police Chief: _____ Date: _____

Public Works Director: _____ Date: _____

City Clerk: _____ Date: _____

Date presented to Council: _____

☐ Approved ☐ Rejected

Initials: _____

HOLD HARMLESS AGREEMENT

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

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

Signature: Linda Bunch Print: _____

Organization Name: Bolivar Area Chamber of Commerce Date: 10/7/2022

City of Bolivar Representative: _____ Date: _____

SUBMISSION CHECKLIST

Prior to returning the special event packet to the Emergency Management Department, please ensure all application(s) are fully completed and all necessary details have been included. Please indicate below that this submission is ready to be considered by the City of Bolivar and its Board of Aldermen by checking the following.

For **all** submissions, please make certain the following are included:

- ☐ Special Events Permit Application
 - ☐ Additional sheets for event description, if necessary
 - ☐ Event map
- ☒ Hold Harmless Agreement *will be sent directly from Capstone Insurance*
 - ☐ Certificates of Insurance
- ☐ Submission Checklist

Additionally, when necessary, the submission shall include the following:

- ☐ Sign Permit Application(s)
- ☐ Business License Application(s)
 - ☐ Copy of State of Missouri Sales Tax License
 - ☐ Copy of No Tax Due Statement
 - ☐ Affidavit of Exemption for Workers' Compensation

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S Main Ave.

S Springfield Ave.

E Jackson St.

S Market Ave.



Southwest Regional Meeting

When:

November 1, 2022
6 p.m.

Where:

Joplin Public Safety Training Facility
[5102 Swede Lane](#)
[Webb City, MO 64870](#)

Featured Presentation:

Citizen Engagement and Transparency

Click [HERE](#) to Register!

Registration closes on 10/28

