



Posted:
1/4/2023
PFA 3:45PM

BOARD OF ALDERMAN
WORK SESSION AGENDA
TUESDAY, JANUARY 10TH, 2023 at 6:30 p.m.

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

ROLL CALL

PLEDGE OF ALLEGIANCE

MOTION TO ADOPT AGENDA

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

*Re-Appoint Jeff Miller as Board of Adjustment

1. John Forrester, Allgeier Martin and Associates update on golf course stormwater retention basin
2. Street light addition at Robyn Circle, south of Aldrich Rd
3. Confirm fund for \$100,000 expense for stormwater grant match
4. Airport well monitoring
5. Bid review for 2 Side-by-sides (1 for Parks/Cemetery)/ (1 for PD/FD)
6. Bid review for 72" Mower
7. Bid review for Rec Center floor scrubber
8. Park Rec refurbished equipment purchased
9. Bill No. 2023-01: An ordinance approving an updated investment policy for the City of Bolivar, Missouri
10. Bill No. 2023-02: An ordinance authorizing the city to contract with employees in need of commercial drivers license training for reimbursement program.
11. Bill No. 2023-03: An ordinance authorizing an amendment to the agreement with Liberty Utilities (Missouri Water) LLC, for lease of animal shelter facilities.
12. Bill No. 2023-04: An ordinance authorizing an amendment to the agreement with Liberty Utilities (Missouri Water) LLC, for lease of recycling facilities.
13. Accept City Administrator Retirement notice effective January 15th, 2023

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

#wherelibertyflows

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



**CALL OF A WORK SESSION MEETING
OF THE CITY OF BOLIVAR BOARD OF ALDERMEN.**

I, Christopher Warwick, Mayor of the City of Bolivar, Missouri, do hereby call a Work Session Meeting at 6:30 p.m. of the Bolivar Board of Aldermen on Tuesday, January 10th 2023 for the purpose of transacting any lawful business that might be brought before said Council at said meeting.



Christopher Warwick, Mayor

Paula Henderson, City Clerk

Posted: 3:45 p.m.

1/4/2023

Bolivar, MO



Legend

Roads

- All Roads
- State Lettered Hwy
- State Numbered Hwy

- Parcel
- Corporate Limit Line



Notes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

2021-2025 AMERICAN RESCUE FUNDS

PROPOSED PROJECT/EXPENSE DESCRIPTION			ESTIMATE COST/APPROVED	PROPOSED PROJECT/APPROVAL TBD	Date BOA approved expenditure	DEPARTMENTS
Fire Department 4-door truck			\$ 40,000.00		10/12/2021	Fire
Fire garage (completed for \$130K, of which \$80K pd by 2021 ARPA tax)			\$ 50,000.00		5/25/2021	Fire
Rec Center Glass wall			\$ 7,500.00		10/12/2021	Park and Rec
Body Cameras			\$ 180,000.00		10/12/2021	Police
Software updates for Parks and Admin			\$ 120,000.00			Com Dev and Parks and Rec
HVAC - City Hall			\$ 115,000.00	NSF for project	6/28/2022	Admin
HVAC - PSC			\$ 35,000.00	NSF for project	6/28/2022	Police, Fire
HVAC and upgrades - Golf Course Pro Shop			\$ 25,000.00		6/28/2022	Park and Rec
repair UV lights on Aquatic system			\$ 4,500.00		6/28/2022	Park and Rec
Safety gear/compressor (Compressor Feld Fire \$26,999/Extracation Tools from Jor			\$ 47,000.00		6/28/2022	Fire
Expand Road improvements - 2022 Street Overlays with Emery Sapp and Sons-ren			\$ 500,000.00		6/28/2022	Street
Mobile Message Board (costs \$42,427.88)			\$ 42,500.00		6/28/2022	EM, Street
Repair sliders on Aquatic center roof (hail damage should patrially cover costs)			\$ 19,000.00		6/28/2022	Park and Rec
Additional Park restrooms (one already budgeted for 2022)			\$ -	\$ - 60,000.00	6/28/2022	Park and Rec
Fullerton Fields Pavillions/concession/restroom			\$ -	\$ - 170,000.00	6/28/2022	Park and Rec
Transit van/with animal cage				\$ 45,000.00		Police, Pound
DNR/TAP grant				\$ 100,000.00		Community Development
Training grounds - Fire				\$ 75,000.00		Fire
Generators				\$ 100,000.00		All
Floor Scrubber - water refill				\$ 13,000.00		Park and Rec
Upgrade crosswalks at Aldrich and Killingsworth				\$ 25,000.00		Street
EDA - business retention recruitment projects				\$ 250,000.00		Community Development
Website improvements / maintenance				\$ 75,000.00		All
Storm siren master controls				possible grant available		Emergency Management
Energy Efficiency upgrades				TBD		All
Refurbish HVAC at Rec Center				TBD		Park and Rec
TOTAL			\$ 1,185,500.00	\$ 683,000.00		
	ARPA \$ received	\$ 1,116,580.46				
		\$ 10,759.51				
		\$ 1,116,580.46				
		\$ 10,759.51				
	Total Received	\$ 2,254,679.94				
	ARPA \$ remaining	\$ 1,069,179.94				11.15.22 draft

QUOTATION
HDSFM
D/B/A USABLUEBOOK
PO Box 9004
Gurnee, IL 60031-9004
Toll free: 1-800-548-1234
Fax: (847) 689-3030

NO. 178634

Page 1

12/06/22

Ship-to: 1
LIBERTY UTILITIES

Bill-to: 1067465
LIBERTY UTILITIES

212 N OAKLAND AVE
BOLIVAR, MO 65613
USA

PO BOX 127
JOPLIN, MO 64802
USA

REFERENCE #	EXPIRES	SLSP	TERMS	WH	FREIGHT	SHIP VIA
JAMES 12/06	01/05/23	YOC	NET 30	01	FXD/PPD	DAYTON FREIGHT

QUOTED BY: YOC | QUOTED TO: JAMES BRADSHAW

ITEM	DESCRIPTION	QUANTITY	UM	PRICE	UM	EXTENSION
99844	Free Chlorine Analyzer CLF10 1-Input SC4500 Grab Sample ITEM NOT IN STOCK AT TIME OF QUOTE AVG LEAD TIME 2-3 MONTHS	1	EA	7047.00	EA	7047.00
99845	Free Chlorine Analyzer CLF10 1-Input SC4500, Combo pH Probe ITEM NOT IN STOCK AT TIME OF QUOTE AVG LEAD TIME 2-3 MONTHS	1	EA	7459.00	EA	7459.00

Please note that your order may be subject to applicable taxes based on current rates at the time your order is completed.

TO ORDER --

For your convenience, you may simply sign below and return via fax to 847-689-3030. We will process your order promptly and fax a confirmation so you know we have it. If you prefer to call your order in or have additional questions or concerns, you may contact our Customer Service Department @ 800-548-1234. Please note any changes to the quantities or shipping address. Thanks for choosing USABlueBook.

Authorization Signature

PO Number (if required)

MERCHANDISE	MISC	TAX	FREIGHT	TOTAL
14506.00	.00	.00	141.13	14647.13

USE THIS QUOTE # ON PO's!

Fitness Equipment - 2023

Fitness E.R - Springfield, Mo	Fitness Superstore - Benicia, CA	GYMPROS - Newbury Park, California
Freemotion Reflex Refurbished Treadmill	Freemotion Reflex Remanufactured Treadmill	Life Fitness Remanufactured Treadmill
Unit Cost - \$1,820 6 x 1,820 = \$10,920	Online Unit Cost - \$3,899	Unit Cost - \$2,995.00 Shipping - \$495.00
Life Fitness Refurbished Powermill	Life Fitness Refurbished Powermill	Gym Pro Commercial Remanufactured Powermill
Unit Cost - \$2,500.00	Unit Cost - \$5,399.00	Unit Cost - \$5,295.00 Shipping - \$295.00
TKO Commercial Rower (New)	Concept2 Model D Rower (New)	
Unit Cost - \$1,087.50 Shipping - 00.0 2 Rowers = \$2,175.00	Unit Cost - \$1,299.00 Shipping - ?? 2 Rowers - \$2,598.00	
Warranty- Refurbished 1 yr - parts/labor New rowers - 5 year frame/2 yr parts	Warranty- Refurbished 1 yr - parts New rowers - 5 year frame/2 yr parts	Warranty- Refurbished 1 yr - parts

REQUESTION FORM FOR PURCHASE ORDER
CITY OF BOLIVAR

Requested By:

TODD SCHRADER

Department:

PARK REC

Amount Rqstd:

\$14,000

Description:

Budgeted Item:

X Yes No

Line Item #:

31-531-5900

Paid by Credit Card:

Yes X No

Vendor:

FITNESS ER

Vendor Verified:

Vendor Application W-9

Yes No

Special Instructions:

Authorization of Purchases:

Approval by Department Head:

Approved by City Administrator:

Hacy Staley

Date:

Yes No

1/10/23

Approval Needed by BOA?

Documentation for Packet

Yes No

Agenda Date:

Received :

Waiting on Vendor Info:

Yes No

PO # Issued:

Date Issued:

Date Notified of Processed:

Noted in 2023 Budget

31-531-5900

(Date File Stamp)

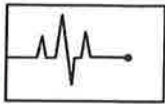
Section 145.010 City Code Amended on 3.29.22

PLEASE HAVE PO SIGNED BY DEPT HEAD OR CITY ADM PRIOR TO

SUBMITTING FOR PO NUMBER

Fitness

**Equipment
E.R.
Repair**



Fitness ER

City Of Bolivar
1710 W Broadway
Bolivar, MO 65613

(417) 298-7788
Scheney@bolivar.mo.us

ESTIMATE

#791

As low as \$296.77/month with
 wisetack

CONTACT US

4348 N FARM ROAD 249
STRAFFORD, MO 65757

(417) 520-7182
krystal@fitequipmentrepair.com

ESTIMATE

Services	qty	unit price	amount
Large Cardio Install	7.0	\$200.00	\$1,400.00
6 FreeMotion Treadmills			
1 Life Fitness Powermill			
Install/Extraction - Small Cardio Install	2.0	\$100.00	\$200.00
2 TKO Rowers			
Install/Extraction - Extraction	8.0	\$100.00	\$800.00
Old equipment removal during install			
Materials	qty	unit price	amount
FreeMotion Reflex Treadmills	6.0	\$1,820.00	\$10,920.00
Refurbished with 1 year parts and labor warranty			
Life Fitness Powermill	1.0	\$2,500.00	\$2,500.00
Refurbished with 1 year parts and labor warranty			
TKO Commercial Rower	2.0	\$1,087.50	\$2,175.00
New			

Subtotal	\$17,995.00
Free Install and Removal	- \$2,400.00
Trade In 8 Precor Treadmills	- \$1,595.00
Tax (Missouri 8.1%)	\$0.00
Total	\$14,000.00

EXPRESS GYM SUPPLY

Treadmill-

All collections / Cardio Equipment / Freemotion Interv...

DB



Comparable unit
We are getting
T11.3



FREEMOTION INTERVAL REFLEX T10.7

~~\$1,899.00~~ \$8,999.00

Fitness ER Cost \$1,820

Starting at \$66/mo with affirm. Prequalify now



Chat with us



View sample plans



EXPRESS GYM SUPPLY

QUANTITY

1

Add to Cart

Buy with

☒ Pay

[More payment options](#)

The all new REFLEX™ Treadmill is different because it feels different. We've improved the proprietary REFLEX™ cushioning to reduce impact to create a longer, stronger run. The rebound effect of our unique deck suspension system propels runners to take that next stride forward. HIIT-friendly 1-STEP™ Controls help this machine immediately respond to trainer commands. Compared to standard treadmills where the speed button would have to be pushed multiple times to reach 12 mph (20 km/h). On the REFLEX™ Treadmill, push one button and you're there. Watch progress stats stack up on a simplified user interface with race track visuals and readouts for calories, distance, speed and time.

PLEASE ALLOW 10-14 DAY LEAD TIME FOR ALL USED & REMANUFACTURED EQUIPMENT

FEATURES

REFLEX™ CUSHIONING

Easier on hips, knees and ankles, the proprietary REFLEX™ Cushioning reduces impact to help members run longer and stronger.

1-STEP™ CONTROLS

Get instant response and immediate action with easy to understand, 1-STEP™ Controls. The easy read and accessible controls are made for personal trainers and HIIT workout classes.

SIMPLIFIED USER INTERFACE

Get all the workout information you need in one place. Easy-to-read results lets you know what you've accomplished during the workout.

HEART RATE MONITORING

Get real-time data during the workout with built-in EKG grips. Results let members know when they're in the ideal heart-healthy zone.

PRECISION QUICK SPEED

Reach in-between speeds with Precision Quick Speed, found exclusively on this Freemotion machine. Half speeds are achieved by hitting '5' after the general speed control. For instance, pressing '2' then '5' will immediately get you to 2.5 MPH instead of tapping the SPEED button. It's the training details like Precision Quick Speed that give Freemotion the workout advantage.

CROSSFLOW™ FAN

It's amazing what a good overhead fan can do. Perfect for a quick cool down or use it to create a realistic run, either way, this bigger than life feature.

Current Status: ✓ Fully Operational ✓ Curbside Pickups ✓ Full Delivery Service ✓ Open to Public

Search Our Website...

Home & Commercial Gym Equipment up to 70% off MSRP

Home > Treadmills > FreeMotion Treadmills >

Freemotion Reflex t11.3 Treadmill (Remanufactured)

Fitness
Superstore!

Price: USD \$3,899.00

Or pay as low as \$113/month

More Info About our Financing Options. [Learn More](#)Condition: Remanufactured (*What Does this Mean?*)

Grade: Commercial

Warranty: 1 Year Parts & On-Site Labor w/Ext. Warranty Options (*More Info*)

Ships: Mostly Assembled, Arms Removed (Assembly Options Available)

Processing Time: Leaves our Warehouse in 2-4 Weeks

Stock Status: Available to Order

Product Code: FMRTREADMILLT113

Choose your options:

[Click ? for more details](#)

Like 0

Share



Warranty: ?

1 Year Parts & Labor Warranty



Full Assembly & Installation: ?

No Thanks, Curbside Delivery Only



Mat: ?

No Thanks



Paint Color: ?

Standard Colors (As seen in Primary Picture)



Voltage: ?

Standard 115V (Nema 5-20P, Dedicated 20A)



Accessories / Add Ons

TV:

No Thanks



Qty: 1

ADD TO CART

SHIPPING AND TAX: To Calculate, add to cart, then go to cart and enter zip code for options

Description



Treadmill

Gym Pros
1560 Newbury Rd Ste 1 282
Newbury Park, CA 91320
+1 8885022348
roycrocker@gympros.com
www.gympros.com



ADDRESS

Todd Schrader
Bolvar, Mo 64613

SHIP TO

Todd Schrader
Bolvar, Mo 64613

Estimate 23764

DATE 12/21/2022

REP
DOUG

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Sales Life Fitness Elevation Discover SI Commercial Treadmill . Premium Certified Remanufactured. 1 Year Parts and Labor warranty	1	2,995.00	2,995.00
	SHIPPING-1 LTL FREIGHT WITH SELECTED CARRIER SERVICE/CURB SIDE DELIVERY DROP ONLY.	1	495.00	495.00
	**DOES NOT INCLUDE INSIDE INSTALLATION			

TOTAL \$3,490.00

Accepted By

Accepted Date

UNLESS OTHERWISE STATED ON YOUR INVOICE, THE FOLLOWING SHIPPING TRANSIT TIMES SHALL APPLY:
FOR ALL NEW PRODUCTS PLEASE ALLOW UP TO APPROXIMATELY 14-21 BUSINESS DAYS ON AVERAGE FOR DELIVERY.
FOR PRE-OWNED PRODUCTS THAT UNDERGO A "SPECIAL ORDER" COMPREHENSIVE CERTIFICATION PROCESS, PLEASE
ALLOW UP TO APPROXIMATELY 14-45 BUSINESS DAYS ON AVERAGE FOR DELIVERY
RUSH DELIVERY AVAILABLE UPON REQUEST

Powermill

ORDER BEFORE 3PM EST 12/17 TO GET YOUR GEAR BEFORE CHRISTMAS. [E-Gift Cards](#) and Expedited Shipping are available. [Click for Details](#)

Search

Equipment For CrossFit® New Gear Barbells Plates Rigs & Racks Shoes Apparel 3 Ships Free Zeus

Home / Conditioning / Endurance / Jacobs Ladder / Jacobs Ladder - The Stairway GTL

JACOBS LADDER - THE STAIRWAY GTL

★★★★☆ 3 1 Review [Write a review](#)

Made in U.S.A.

Fitness ER

*Logan - cell
417-872-8199*

*~~Step mill~~
New
6,100
Used
\$2,500
(1)*



*Call ~~Don~~
Don Brown!
Time of the
~~essence~~ Essence
Featured product!*

\$7,495.00

Free Shipping Ships in 8 weeks Available only in continental US 48 states. Pick-up not available.

- 1 +

Add to Cart

Add to Wishlist Add to Registry

*Row Machine
New 1,087.*

GEAR SPECS

Brand	Jacobs Ladder
Color	Black
Made In USA	Yes
Product Weight	300LBS
Length	54"
Width	30.5"
Height	75.5"

Product Description

The Stairway™ GTL features the same dimensions and construction as the standard Stairway, but without the inclusion or need of a waist belt. Instead, the machine uses a proprietary closed loop speed control, allowing the athlete to select their pace via the display.

Read More >

Gear Specs >

Shipping >

Share

f

🐦

📌

✉

SIMILAR ITEMS

- Jacobs Ladder 2
- Jacobs Ladder X
- Jacobs Ladder
- TrueForm Trainer
- TrueF

RECOMMENDED PRODUCTS



ALL

SHOPPING

IMAGES

VIDEOS

MAPS

NEWS

MORE

SHOPPING HOME

DEPARTMENTS

STORES

EDITOR'S PICKS

DEALS

ETHICAL SHOPPING

MY COLLECTIONS

STOREFRONT

Fitness Superstore

Search in

Bing Shopping > Fitness Superstore > life fitness powermill

**\$5,399.00**Life Fitness Powermill
Integrity Series Climb...

Fitness Superstore

**\$5,799.00**Life Fitness Discover
SE 95PS Elevation P...

Fitness Superstore

**\$6,499.00**Life Fitness Discover
95P SE3 HD

Fitness Superstore

**\$5,799.00**Life Fitness Discover
SE3 95PS Powermill ...

Fitness Superstore

**\$5,499.00**Life Fitness Powermill
Climber W/ Integrity ...

Fitness Superstore

**\$4,599.00**Matrix C5x Climbmiller
(Remanufactured)

Fitness Superstore

**\$6,999**Woodway
W/HDT

Fitn

BRAND

- ☐ Life Fitness
- ☐ Body Solid
- ☐ Stairmaster
- ☐ Woodway
- ☐ Matrix

+9 more

PRICE

- ☐ Up to \$2,800
- ☐ \$2,800 - \$3,300
- ☐ \$3,300 - \$3,600
- ☐ \$3,600 - \$5,100
- ☐ Over \$5,100

\$min to \$max Go

EXERCISE BIKE TYPE

- ☐ Upright
- ☐ Recumbent



Vinyl pictured is not standard
Standard Vinyl: Black

Life Fitness Signature CMCP Cable

Fitness Superstore

\$3,599.00[See price history](#)

Life Fitness Fit Series Multi Press

Fitness Superstore

\$3,299.00[See price history](#)

Life Fitness Optima OSMF Multi-

Fitness Superstore

\$2,899.00[See price history](#)

Life Fitness Pro2 SE Chest Press

Fitness Superstore

\$3,399.00[See price history](#)

Life Fitness Pro / Pro1 Smith

Fitness Superstore

\$3,999.00[See price history](#)

Life Fitness Optima Series Pec

Fitness Superstore

\$3,299.00[See price history](#)

Life Fitness 95T Engage Treadmill

Fitness Superstore

\$3,699.00[Compare price across sellers](#)

Stairmaster SM916 Stepmill

Fitness Superstore

\$4,099.00

Life Fitness Club Series Chest Press

Fitness Superstore

\$2,999.00[See price history](#)

Feedback

powermill

Gym Pros
1560 Newbury Rd Ste 1 282
Newbury Park, CA 91320
+1 8885022348
roycrocker@gympros.com
www.gympros.com



ADDRESS
Todd Schrader
Bolvar, Mo 64613

SHIP TO
Todd Schrader
Bolvar, Mo 64613

Estimate 23760

DATE 12/21/2022

REP
DOUG

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Sales Life Fitness Elevation Powermill. Premium Certified Remanufactured.1 Year Parts and Labor Warranty	1	5,295.00	5,295.00
	SHIPPING-1 LTL FREIGHT WITH SELECTED CARRIER SERVICE/CURB SIDE DELIVERY DROP ONLY.	1	295.00	295.00
	**DOES NOT INCLUDE INSIDE INSTALLATION			

TOTAL \$5,590.00

Accepted By

Accepted Date

UNLESS OTHERWISE STATED ON YOUR INVOICE, THE FOLLOWING SHIPPING TRANSIT TIMES SHALL APPLY:
FOR ALL NEW PRODUCTS PLEASE ALLOW UP TO APPROXIMATELY 14-21 BUSINESS DAYS ON AVERAGE FOR DELIVERY.
FOR PRE-OWNED PRODUCTS THAT UNDERGO A "SPECIAL ORDER" COMPREHENSIVE CERTIFICATION PROCESS, PLEASE
ALLOW UP TO APPROXIMATELY 14-45 BUSINESS DAYS ON AVERAGE FOR DELIVERY
RUSH DELIVERY AVAILABLE UPON REQUEST



\$1,799.00 ~~\$1,999.00~~
Nordictrack RW900 Rower
Exercise E...
NordicTrack
Free shipping



\$1,299.00 ~~\$1,499.00~~
Nordictrack RW700 Rower
Exercise E...
NordicTrack
Free shipping



\$990.00
Black Concept 2 Rower
Rower - P...
Rogue Fitness
★★★★★ (6)



\$1,872.00
Nordictrack F
Ro...
JTr...
Free ship



Fitness Superstore



Concept2 Model D Indoor Rower Console (New)

The dependable performance of our Model D is the best selling indoor rower in the world. Rec the standard for indoor training, the Model cardiovascular workout that will increase y

\$1,299.00

New

Visit Fitness Si

Price History

\$1299.00
median

[View detailed price history](#)

Related products you may like



TKO Airraid Rowing
Machine
\$1,450.00 ~~\$1,599.00~~
GG Fitness Supply
Free shipping



TKO Commercial Ab And
Back Machine | 160 Lb. ...
\$3,990.00 ~~\$4,340.00~~
GG Fitness Supply
Free shipping



TKO Commercial Assisted
Pull-Up And Dip Machine
\$4,290.00 ~~\$4,720.00~~
GG Fitness Supply
Free shipping



20% price drop

TKO Home Gym | Dual
Stack | Multi-Station Mac...
\$2,489.00
GG Fitness Supply
Free shipping



TKO Chest Supported T-
Bar Row Machine
\$1,700.00 ~~\$1,899.00~~
GG Fitness Supply
Free shipping



TKO Commer
Converging C
\$4,190.00 ~~\$~~
GG Fitness S
Free ship



TKO Light Functional
Trainer Machine
\$3,190.00
GG Fitness Supply
Free shipping



TKO Commercial Diverging
Lat-Pulldown Machine | 2...
\$4,190.00 ~~\$4,640.00~~
GG Fitness Supply
Free shipping



TKO Multi Press Adjustable
Cable Machine
\$3,090.00 ~~\$3,400.00~~
GG Fitness Supply
Free shipping



TKO Shoulder Press
Machine | Plate Loaded
\$2,490.00 ~~\$2,740.00~~
GG Fitness Supply
Free shipping













Monster Lat Pulldown/Low
Row (Stand Alone)
\$3,175.00
Rogue Fitness



TKO Ab/Back
Weight Machi
\$2,890.00 ~~\$~~
GG Fitness S
Free ship

[Feedback](#)

 \$1,799.00 \$1,999.00 Nordictrack RW900 Rower Exercise E... NordicTrack Free shipping	 \$1,299.00 \$1,499.00 Nordictrack RW700 Rower Exercise E... NordicTrack Free shipping	 \$990.00 Black Concept 2 Rower Rower - P... Rogue Fitness ★★★★★ (6)	 \$1,872.00 Nordictrack F Ro... Free sh
 \$4,190.00 \$4,640.00 Competitors Outlet	 \$850.00 Rogue Fitness ★★★★★ (1)	 \$2,194.99 Best Buy ★★★★★ (367)	 \$499.00 FactoryPure
	 \$322.99 Overstock ★★★★★ (20)	 \$219.99 Sharper I ★★★★★ (19)	

User Reviews

4.9
 ★★★★★
 80 reviews

5-star
 4-star
 3-star
 2-star
 1-star



Recent reviews



Quality



Value for money



Setup

★★★★★ Jan 31, 2022

Easy to put together, easy to use. Nice connection feature to track your workouts. Great all round workout.

[Full review by rebelsport.com.au](#)

★★★★★ Jan 31, 2022

Professional quality rower which is feature packed. The smoothest action of any rower I have used.

[Full review by rebelsport.com.au](#)

★★★★★ Mar 30, 2022

Easy to assemble and very solid. Everything works well with quick connection to Garmin HRM

[Full review by rebelsport.com.au](#)

Description

The dependable performance of our Model D Indoor Rower has made it the best selling indoor rower in the world. Recognized by competitive rowers as the standard for indoor training, the Model D delivers an effective cardiovascular workout that will increase your fitness level and tone your physique. At a fraction of the cost of other home fitness equipment or a yearly gym membership, you can have the luxury of working out in your home whenever you choose...and get a great workout to boot. We value practical design and our Model D is efficiently engineered and will last a lifetime. The Model D you buy is the same machine used by Olympic- and elite-level athletes to train for their sport-into the abuse of heavy training day after day. If you're looking for a solid piece of exercise equipment at a great value, the Model D is the perfect choice. The Model D is available in colors: light gray (the same as the Model E and Dynamic Indoor Rower) or black.

Price History

Fitness Superstore



Track price

Receive email and browser notifications if the price drops

Feedback

ORDINANCE COVER SHEET

Bill No. 2023-01

Ordinance No. _____

**“AN ORDINANCE APPROVING AN UPDATED INVESTMENT POLICY FOR
THE CITY OF BOLIVAR, MISSOURI.”**

Filed for public inspection on _____.

First reading _____ In Full; _____ By Title on _____.

Second reading _____ In Full; _____ By Title on _____.

Vote by the Board of Aldermen on _____ :

_____ Aye; _____ Nay; _____ Abstain

_____ Approved by the Mayor on _____.

_____ Vetoed by the Mayor on _____.

Board of Aldermen Vote to Override Veto on _____.

_____ Aye; _____ Nay; _____ Abstain

Bill Effective Date: _____.

Bill No. 2023-01

Ordinance No. _____

**“AN ORDINANCE APPROVING AN UPDATED INVESTMENT POLICY FOR
THE CITY OF BOLIVAR, MISSOURI.”**

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

Section I: The City hereby approves and adopts an updated investment policy, in the form attached hereto as Exhibit “A” and made a part hereof by reference.

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

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk

CERTIFICATION

I, Paula Henderson, do hereby certify that I am the duly appointed and acting City Clerk for the City of Bolivar, Missouri; that the foregoing Ordinance No. _____ was adopted by the Board or Aldermen and thereafter approved by the Mayor and became effective on _____, 2023; and that said Ordinance remains in full force and effect, having never been altered, amended nor repealed.

Paula Henderson, City Clerk

CITY OF BOLIVAR, MISSOURI

INVESTMENT POLICY

I. Scope

This policy applies to the investment of all operating funds of the City of Bolivar, Missouri.

Pooling of Funds

Except for cash in certain restricted and special funds, the City of Bolivar will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

External Management of Funds

Investment through external programs, facilities and professionals operating in a manner consistent with this policy will constitute compliance.

II. General Objectives

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

A. Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

1. Credit Risk

The City of Bolivar will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

- Pre-qualifying the financial institutions, broker/dealers, intermediaries and advisors with which the City of Bolivar will do business.
- Diversifying the portfolio so that potential losses on individual securities will be minimized.

2. Interest Rate Risk

The City of Bolivar will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- Investing operating funds primarily in shorter-term securities.

B. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that

securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). A portion of the portfolio also may be placed in bank deposits or repurchase agreements that offer same-day liquidity for short-term funds.

C. Yield

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal
- A security swap would improve the quality, yield, or target duration in the portfolio.
- Liquidity needs of the portfolio require that the security be sold.

III. Standards of Care

A. Prudence

All participants in the investment process shall act responsibly as custodians of the public trust. The standard of prudence to be applied by the personnel of the Investment Division is the “prudent investor” rule, which states, “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

B. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City of Bolivar.

C. Delegation of Authority

Authority to manage the investment program is granted to the City’s Director of Finance (the “investment officer”) and City Administrator, with the supervision of the Board of Aldermen for the City of Bolivar (the “governing body”). No person may engage in an

investment transaction except as provided under the terms of this policy. The investment officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

IV. Investment Transactions

A. Authorized Financial Dealers and Institutions

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- Audited financial statements.
- Proof of National Association of Securities Dealers (NASD) certification.
- Proof of state registration.
- Certification of having read and understood and agreeing to comply with the City of Bolivar's investment policy.

B. Internal Controls

The investment officer is responsible for establishing and maintaining an internal control structure that will be reviewed annually with the City of Bolivar's independent auditor. The internal control structure shall be designed to ensure that the assets of the City of Bolivar are protected from loss, theft or misuse and to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits require estimates and judgements by management.

The internal controls shall address the following points:

- Control of collusion.
- Separation of transaction authority from accounting and record keeping.
- Custodial safekeeping.
- Avoidance of physical delivery securities.
- Clear delegation of authority to subordinate staff members.
- Written confirmation of transactions for investment and wire transfers.
- Development of a wire transfer agreement with the lead bank and third party custodian.

C. Delivery vs. Payment

All trades where applicable will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in eligible financial institutions prior to the release of funds. All securities shall be perfected in the name for the account of the City of Bolivar and shall be held by a third-party custodian as evidenced by safekeeping receipts.

V. Suitable and Authorized Investments

A. Investment types

In accordance with and subject to restrictions imposed by current statutes, the following list represents the entire range of investments that City of Bolivar will consider and which shall be authorized for the investments of funds by the City of Bolivar.

1. *Governmental and Agency Debt – those securities issued by and or guaranteed by the Federal Government or an Agency or Instrumentality of the Federal Government:*

- a. United States Treasury Securities. The City of Bolivar may invest in obligations of the United States government for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- b. United States Agency Securities. The City of Bolivar may invest in obligations issued or guaranteed by any agency of the United States Government as described in V (B).

2. *Fixed Income Investments secured by the FDIC insurance and/or Collateral:*

- a. Repurchase Agreements. The City of Bolivar may invest in contractual agreements between the City of Bolivar and commercial banks or primary government securities dealers. The purchaser in a repurchase agreement (repo) enters into a contractual agreement to purchase U.S Treasury and government agency securities while simultaneously agreeing to resell the securities at predetermined dates and prices.
- b. Collateralized Public Deposits (Certificates of Deposit). Instruments issued by financial institutions which state that specified sums have been deposited for specific periods of time and at specified rates of interest. The certificates of deposit are required to be backed by acceptable collateral securities as dictated by State statute.

3. *Other Fixed Income Debt Issued by Commercial Enterprises:*

- a. Bankers Acceptances. Bills of exchange or time drafts on and accepted by a commercial bank, otherwise known as bankers' acceptances. An issuing bank must have received the highest letter and numeral ranking (i.e., A1 / P1) by at least two nationally recognized statistical rating organizations (NRSRO's). Must be issued by domestic commercial banks. Purchases of bankers' acceptances may

not exceed 180 days to maturity. No more than 5% of the total market value of the portfolio may be invested in the bankers' acceptances of any one issuer and no more than 25% of the entire portfolio may be invested in banker's acceptances.

- b. Commercial Paper. Commercial paper which has received the highest letter and numeral ranking (i.e., A1 / P1) by at least two nationally recognized statistical rating organizations (NRSRO's). Eligible paper is further limited to issuing corporations that have a total commercial paper program size in excess of \$250,000,000 and have long term debt ratings, if any, of "A" or better from at least one NRSRO. Purchases of commercial paper may not exceed 180 days to maturity. Approved commercial paper programs should provide some diversification by industry. Additionally, purchases of commercial paper in the industry sectors that may from time to time be subject to undue risk and potential illiquidity should be avoided. The only asset-backed commercial paper programs that are eligible for purchase are fully supported programs that provide adequate diversification by asset type (trade receivables, credit card receivables, auto loans, etc.) No securities arbitrage programs or commercial paper issued by Structured Investment Vehicles (SIV's) shall be considered. No more than 5% of the total market value of the portfolio may be invested in the commercial paper of any one issuer. No more than 25% of the entire investment portfolio may be invested in Commercial Paper. Commercial paper issuers must be subject to weekly credit reviews and daily news research and analysis and a monitoring program must be established to promulgate best practices credit monitoring.

B. Security Selection

The following list represents the entire range of United States Agency Securities that the City of Bolivar will consider and which shall be authorized for the investment of funds by the City of Bolivar. Additionally, the following definitions and guidelines should be used in purchasing the instruments:

- U.S Govt. Agency Coupon and Zero Coupon Securities. Bullet coupon bonds with no embedded options with maturities of five (5) years or less.
- U.S Govt. Agency Discount Notes. Purchased at a discount with maximum maturities of one (1) year.
- U.S Govt. Agency Callable Securities. Restricted to securities callable at par only with final maturities of five (5) years or less.
- U.S Govt. Agency Step-up Securities. The coupon rate is fixed for an initial term. At coupon date, the coupon rate rises to a new higher fixed term. Restricted to securities with final maturities of five (5) years or less.

C. Investment Restrictions and Prohibited Transactions

To provide for the safety and liquidity of the City of Bolivar's funds, the investment portfolio

will be subject to the following restrictions:

- Borrowing for investment purposes (“Leverage”) is prohibited.
- Instruments known as variable rate demand notes, floaters, inverse floaters, leveraged floaters, and equity-linked securities are not permitted. Investment in any instrument, which is commonly considered a “derivative” instrument (e.g. options, futures, swaps, caps, floors, and collars), is prohibited.
- Contracting to sell securities not yet acquired in order to purchase other securities for purpose of speculating on developments or trends in the market is prohibited.

D. Collateralization

Collateralization will be required on two types of investments: certificates of deposit and repurchase agreements. The market value (including accrued interest) of the collateral should be at least 100%.

For certificates of deposit, the market value of collateral must be at least 100% or greater of the amount of certificates of deposits plus demand deposits with the depository, less the amount, if any, which is insured by the Federal Deposit Insurance Corporation, or the National Credit Unions Share Insurance Fund.

All securities, which serve as collateral against the deposits of a depository institution, must be safekept at a non-affiliated custodial facility. Depository institutions pledging collateral against deposits must, in conjunction with the custodial agent, furnish the necessary custodial receipts with five business days from the settlement date.

The City of Bolivar shall have a depository contract and pledge agreement with each safekeeping bank that will comply with the Financial Institutions, Reform, Recovery, and Enforcement Act of 1989 (FIRREA). This will ensure that the City of Bolivar’s security interest in collateral pledged to secure deposits is enforceable against the receiver of a failed financial institution.

E. Repurchase Agreements

These securities for which repurchase agreements will be transacted will be limited to U.S Treasury and government agency securities that are eligible to be delivered via the Federal Reserve Fedwire book entry system. Securities will be delivered to the City of Bolivar’s designated Custodial Agent. Funds and securities will be transformed on a delivery vs. payment basis.

VI. Investment Parameters

A. Diversification

The investments shall be diversified to minimize the risk of loss resulting from over

concentration of assets in specific maturity, specific issuer, or specific class of securities. Diversification strategies shall be established and periodically reviewed. At a minimum, diversification standards by security type and issuer shall be:

- U.S treasuries and securities having principal and/or interest guaranteed by the U.S. government.....100%
- Collateralized time and demand deposits.....100%
- U.S Government agencies, and government sponsored enterprises.....no more than 70%
- Collateralization repurchase agreements.....no more than 50%
- U.S Government agency callable securities.....no more than 50%

B. Maximum Maturities

To the extent possible, the City of Bolivar shall attempt to match its investments with anticipated cash flow requirements. Investments in repurchase agreements shall mature and become payable not more than ninety days (90) from the date of purchase. The City of Bolivar shall adopt weighted average maturity limitations that should not exceed five (5) years and is consistent with the investment objectives.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as in bank deposits or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations.

VII. Reporting

A. Methods

The investment officer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner that will allow the City of Bolivar to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the governing body of the City of Bolivar. The report will include the following:

- Listing of individual securities held at the end of the reporting period.
- Realized and unrealized gains or losses resulting from appreciation or

depreciation by listing the cost and market value of securities over one-year duration (in accordance with Government Accounting Standards Board (GASB) 31 requirements). [Note, this is only required annually]

- Average weighted yield to maturity of portfolio an investments as compared to applicable benchmarks.
- Listing of investment by maturity date.
- Percentage of the total portfolio which each type of investment represents.

B. Performance Standards

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. A series of appropriate benchmarks may be established against which portfolio performance shall be compared on a regular basis.

C. Marking to Market

The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least annually to the governing body of the City of Bolivar. This will ensure that review of the investment portfolio, in terms of value and price volatility, has been performed.

VIII. Policy

Considerations

Exemption

Any investment currently held that does not meet the guidelines of this policy shall be exempt from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

ORDINANCE COVER SHEET

Bill No. 2023-02

Ordinance No. _____

**“AN ORDINANCE AUTHORIZING THE CITY TO CONTRACT WITH
EMPLOYEES IN NEED OF COMMERCIAL DRIVERS LICENSE TRAINING
FOR REIMBURSEMENT PROGRAM.”**

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 THE CITY TO CONTRACT WITH
EMPLOYEES IN NEED OF COMMERCIAL DRIVERS LICENSE TRAINING
FOR REIMBURSEMENT PROGRAM.”**

WHEREAS, it is necessary for certain employees of the City of Bolivar to obtain a commercial drivers license (CDL) in order to perform all of their required job duties; and

WHEREAS, due to substantial increases in the required fees and costs of obtaining a CDL in the State of Missouri, the City of Bolivar believes it is necessary and in the best interest of the City for the City to incur the fees and costs of the CDL training for eligible employees in exchange for the employee’s commitment to work for the City for a prescribed period of time.

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

Section I: The City is hereby authorized to contract, as needed, with City employees in need of CDL training for a CDL training reimbursement program with the terms of said program being substantially in the form of the proposed contract as attached hereto as Exhibit “A” and made a part hereof by reference.

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

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk

CERTIFICATION

I, Paula Henderson, do hereby certify that I am the duly appointed and acting City Clerk for the City of Bolivar, Missouri; that the foregoing Ordinance No. _____ was adopted by the Board or Aldermen and thereafter approved by the Mayor and became effective on _____, 2023; and that said Ordinance remains in full force and effect, having never been altered, amended nor repealed.

Paula Henderson, City Clerk

EMPLOYEE COMMERCIAL DRIVERS LICENSE REIMBURSEMENT AGREEMENT

THIS EMPLOYEE COMMERCIAL DRIVERS LICENSE REIMBURSEMENT AGREEMENT ("Agreement"), is made and entered into this ____ day of _____ 20____, by and between the CITY OF BOLIVAR, MISSOURI ("City"), and _____, currently residing at _____, ("Employee");

WITNESSETH:

WHEREAS, the Employee has been offered employment with the City;

WHEREAS, the expected duties of the Employee will require the Employee to obtain a “commercial driver’s license” (CDL) from the Missouri Department of Revenue;

WHEREAS, the City desires that Employee meet the training requirements and obtain a CDL from the Missouri Department of Missouri; and

WHEREAS, the City is willing to pay the costs and expenses for the Employee to obtain a CDL from the Missouri Department of Revenue, and in return, Employee agrees to remain employed in good standing with the Bolivar Street Department for at least forty-eight (48) months following the first day of Employee’s receipt of a CDL from the Missouri Department of Revenue.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AS SET FORTH HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The WHEREAS clauses stated above are incorporated into this agreement by reference.
2. This Agreement in no way changes the "at will" employment relationship between Employee and City, where either party may terminate the employment relationship at any time and for any reason, with or without notice.
3. This Agreement in no way guarantees employment or any right of employment for Employee. Nor does it have any effect on the authority of the City Administrator, the Public Works Director, or their authorized representatives to invoke disciplinary action against Employee, up to and including termination of employment.
4. The term of this Agreement shall begin on the first date that this Agreement has been executed by both the City and the Employee, and will end on the date that is forty-eight (48) months immediately following the first day of Employee’s receipt of a CDL from the Missouri Department of Revenue.

5. Employee shall, at the first opportunity following the effective date of this Agreement, take all required courses and otherwise perform all necessary objectives to obtain a CDL from the Missouri Department of Revenue.
6. The City of Bolivar shall be responsible for payment of all the costs and fees associated with the Employee's coursework and fulfilling the training objectives in obtaining the Employee's CDL from the Missouri Department of Revenue. The City will have sole discretion to determine whether any materials, equipment, or supplies are "necessary" for the CDL training, and the City reserves the right to refuse payment or reimbursement for any such item deemed by the City to be unnecessary.
7. If at any time within the term of this Agreement, the Employee resigns from employment from the City or is dismissed from that employment for cause, or for not completing any of the requirements of this Agreement, then Employee shall reimburse the City for the costs and fees expended by the City pursuant to the foregoing sections of this Agreement for the Employee's CDL training. Specifically, the Employee shall reimburse the City in an amount equal to the sum of said training costs and fees divided by forty-eight (48), then multiplied by the number of months less than forty-eight (48) which the employee has served the City following receipt of the Employee's CDL. Notwithstanding the foregoing, in the event that the Employee's employment is terminated prior to the Employee's receipt of the CDL, then the Employee will owe One-hundred percent (100%) of said costs and fees expended by the City on the Employee's behalf to the date of termination.

However, no reimbursement shall be owed by Employee under this Agreement in the event that Employee is required to terminate employment due to a disabling illness or injury occurring while in training or while on duty following training or for other circumstances beyond the Employee's control. Any reimbursement less than the total amount owed by Employee shall be determined through, and approved by, the Public Works Director.

8. Employee specifically agrees that any amount required to be reimbursed to the City under this Agreement, or any portion of said amount, may, at the City's option, be deducted and retained by the City from any final compensation or other monies owed by the City to the Employee to the full extent allowed by applicable law.
9. In the event that the City shall choose not to exercise its options set forth in the foregoing sections, or in the event that Employee funds available from the exercise of said options shall be insufficient to fully reimburse the City, Employee shall be personally responsible for the prompt repayment in full to the City of all monies owed by Employee pursuant to this Agreement, and all sums due will be immediately due and payable to the City upon demand.
10. Should it become necessary for the City to initiate legal proceedings against Employee to collect on any balance owed by Employee for reimbursement to the City under this Agreement, Employee further agrees to reimburse the City for all additional costs associated with collections, including reasonable attorneys' fees, agencies' fees, and associated operational fees (copies, certifications, postage, etc.), as well as interest charges at the legal rate allowed in the State of Missouri on any balance owed.
11. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect

the validity or enforceability of any of the other provisions of this Agreement, all of which other provisions shall remain in full force and effect.

12. The parties agree that this Agreement shall be governed by the laws of the State of Missouri and any action under this Agreement shall only be brought in the Circuit Court of Polk County, Missouri.

[SIGNATURE PAGE FOLLOWS]

I, _____, THE UNDERSIGNED
EMPLOYEE, AFTER BEING DULY SWORN, STATE THAT I HAVE READ ALL OF THE
PROVISIONS OF THE FOREGOING AGREEMENT, AND DO HEREBY AGREE TO ALL OF
ITS TERMS AND CONDITIONS .

Employee Signature

Date

Print Name

Address: _____

Telephone: _____

Email: _____

Social Security Number: _____

Subscribed and Sworn Before me this _____ day of _____, 20_____.

My Commission Expires: _____

Notary Public

CITY OF BOLIVAR, MISSOURI

Mayor

Date

ATTEST

City Clerk

Date

ORDINANCE COVER SHEET

Bill No. 2023-_____

Ordinance No. _____

**“AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE AGREEMENT
WITH LIBERTY UTILITIES (MISSOURI WATER) LLC, FOR LEASE OF
ANIMAL SHELTER FACILITIES.”**

Filed for public inspection on _____.

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

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

Vote by the Board of Aldermen on _____:

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

_____ **Approved by the Mayor on** _____.

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

Board of Aldermen Vote to Override Veto on _____.

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

Bill Effective Date: _____.

Bill No. 2023-_____

Ordinance No. _____

**“AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE AGREEMENT
WITH LIBERTY UTILITIES (MISSOURI WATER) LLC, FOR LEASE OF
ANIMAL SHELTER FACILITIES.”**

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 amendment to its agreement with Liberty Utilities (Missouri Water) LLC, for lease of facilities for the City’s animal shelter; with such contract 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

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 _____, 2023; and that said Ordinance remains in full force and effect, having never been altered, amended nor repealed.

Paula Henderson, City Clerk

**AMENDMENT NO. 1 TO LEASE AGREEMENT
(WITH LIBERTY UTILITIES (MISSOURI WATER) LLC REGARDING ANIMAL SHELTER)**

This Amendment No. 1 to Lease Agreement (hereinafter referred to as the “Amendment”) is made and entered into to be effective on the _____ day of _____, 2023, between **LIBERTY UTILITIES (MISSOURI WATER) LLC, a Missouri limited liability company** (hereinafter referred to as the “Owner”), and **THE CITY OF BOLIVAR, MISSOURI, a Missouri Municipal Corporation** (hereinafter collectively referred to as the “Tenant”).

WHEREAS, the Owner and the Tenant have a Lease Agreement for certain real estate used as the Bolivar Animal Shelter (the “Agreement”) in place dated on or about the 22nd day of February, 2022 and effective as of the 31st day of January, 2022; and

WHEREAS, the parties wish to amend the terms of the Agreement to more effectively handle the annual renewal of the Agreement.

**NOW, THEREFORE, THE OWNER AND THE TENANT
MUTUALLY AGREE TO THE FOLLOWING TERMS AND CONDITIONS**

1. Stipulation as to Renewal of Agreement: The Owner and the Tenant hereby affirm and stipulate that the Agreement has been ratified as “renewed” or “extended” for a one (1) year term beginning on February 1, 2023 and expiring on January 31, 2024.

2. Amendment of Section 2 - Term of Agreement: Section Two (2) of the Agreement is hereby amended to read as follows:

“Section 2. Term. The term of this Lease shall be one (1) “Lease Year” and shall commence on the day of its execution, and the initial term shall expire on January 31, 2023. This Agreement will automatically renew for successive terms of one (1) year each (with each successive term beginning on February 1 and ending on January 31), unless either party notifies the other of their intention not to renew at least ninety (90) days prior to the end of the then current term.”

3. Agreement Otherwise in Full Force and Effect: The terms of the Agreement not specifically amended herein are otherwise in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THIS IS A BINDING LEGAL DOCUMENT. BEFORE SIGNING BELOW, THE PARTIES TO THIS AGREEMENT DECLARE THAT THEY ARE OF SOUND MIND AND ARE OTHERWISE LEGALLY CAPABLE OF ENTERING INTO THIS AGREEMENT, THAT THEY HAVE COMPLETELY READ THIS INSTRUMENT, AND THAT THEY FULLY UNDERSTAND ALL OF THE TERMS CONTAINED HEREIN.

City of Bolivar, Missouri

Christopher Warwick, Mayor

DATE

ATTEST

City Clerk

DATE

Signature of Owner: Liberty Utilities (Missouri Water) LLC

DATE

Print Name and Title

DATE

Print Name and Title

ORDINANCE COVER SHEET

Bill No. 2023-_____

Ordinance No. _____

**“AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE AGREEMENT
WITH LIBERTY UTILITIES (MISSOURI WATER) LLC, FOR LEASE OF
RECYCLING FACILITIES.”**

Filed for public inspection on _____.

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

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

Vote by the Board of Aldermen on _____:

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

_____ **Approved by the Mayor on** _____.

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

Board of Aldermen Vote to Override Veto on _____.

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

Bill Effective Date: _____.

Bill No. 2023-_____

Ordinance No. _____

**“AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE AGREEMENT
WITH LIBERTY UTILITIES (MISSOURI WATER) LLC, FOR LEASE OF
RECYCLING FACILITIES.”**

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 amendment to its agreement with Liberty Utilities (Missouri Water) LLC, for lease of facilities for recycling; with such contract 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

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 _____, 2023; and that said Ordinance remains in full force and effect, having never been altered, amended nor repealed.

Paula Henderson, City Clerk

**AMENDMENT NO. 1 TO LEASE AGREEMENT
(WITH LIBERTY UTILITIES (MISSOURI WATER) LLC REGARDING RECYCLING FACILITIES)**

This Amendment No. 1 to Lease Agreement (hereinafter referred to as the “Amendment”) is made and entered into to be effective on the _____ day of _____, 2023, between **LIBERTY UTILITIES (MISSOURI WATER) LLC, a Missouri limited liability company** (hereinafter referred to as the “Owner”), and **THE CITY OF BOLIVAR, MISSOURI, a Missouri Municipal Corporation** (hereinafter collectively referred to as the “Tenant”).

WHEREAS, the Owner and the Tenant have a Lease Agreement for certain real estate used for recycling facilities (the “Agreement”) in place dated on or about the 22nd day of February, 2022 and effective as of the 31st day of January, 2022; and

WHEREAS, the parties wish to amend the terms of the Agreement to more effectively handle the annual renewal of the Agreement.

**NOW, THEREFORE, THE OWNER AND THE TENANT
MUTUALLY AGREE TO THE FOLLOWING TERMS AND CONDITIONS**

1. Stipulation as to Renewal of Agreement: The Owner and the Tenant hereby affirm and stipulate that the Agreement has been ratified as “renewed” or “extended” for a one (1) year term beginning on February 1, 2023 and expiring on January 31, 2024.

2. Amendment of Section 2 - Term of Agreement: Section Two (2) of the Agreement is hereby amended to read as follows:

“Section 2. Term. The term of this Lease shall be one (1) “Lease Year” and shall commence on the day of its execution, and the initial term shall expire on January 31, 2023. This Agreement will automatically renew for successive terms of one (1) year each (with each successive term beginning on February 1 and ending on January 31), unless either party notifies the other of their intention not to renew at least ninety (90) days prior to the end of the then current term.”

3. Agreement Otherwise in Full Force and Effect: The terms of the Agreement not specifically amended herein are otherwise in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THIS IS A BINDING LEGAL DOCUMENT. BEFORE SIGNING BELOW, THE PARTIES TO THIS AGREEMENT DECLARE THAT THEY ARE OF SOUND MIND AND ARE OTHERWISE LEGALLY CAPABLE OF ENTERING INTO THIS AGREEMENT, THAT THEY HAVE COMPLETELY READ THIS INSTRUMENT, AND THAT THEY FULLY UNDERSTAND ALL OF THE TERMS CONTAINED HEREIN.

City of Bolivar, Missouri

Christopher Warwick, Mayor

DATE

ATTEST

City Clerk

DATE

Signature of Owner: Liberty Utilities (Missouri Water) LLC

DATE

Print Name and Title

DATE

Print Name and Title