



2/10/2023 PH  
12:40pm

**BOARD OF ALDERMAN  
WORK SESSION  
CITY HALL, 345 S. MAIN, BOLIVAR, MO 65613  
TUESDAY, FEBRUARY 14<sup>TH</sup>, 2023 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

MAYORAL APPOINTMENT, Introductions, Presentations, Resolutions and Proclamations, Citizen Requests:

**\*\*Friends of Public Safety Center**

1. Rec Center Cooling Unit needs
2. Rec Center Cooling Unit Preventative Maintenance
3. Fullerton Fields portable fence replacement from hail damage April 2022
4. Dunnegan Memorial Park Centennial Dedication/Special Event discussion
5. Pool Boiler airflow unit for Pool
6. Missouri Beef Days Cornhole Tournament, May 6<sup>th</sup>, 2023 Special event application
7. Paul Long, Ollis/Arney/Akers Insurance & Business Advisors, Property and Casualty Insurance Update
8. Bill No. 2023-05: An ordinance authorizing the city's renewal of Cyber Insurance policy with IT Risk Managers, Inc.
9. Bill No. 2023-06: An ordinance changing the zoning classification for certain property generally located at 108 S. West Ave in the city of Bolivar
10. Bill No. 2023-07: An ordinance changing the zoning classification for certain property generally located at 201 S. Clark Ave in the city of Bolivar
11. Bill No. 2023-08: An ordinance repealing Municipal Code section 130.170-relaig to sales tax holiday.
12. Bill No. 2023-09: An ordinance to approve the Missouri Highways and Transportation Commission for a transportation enhancements funds program
13. Bill No. 2023-10: An ordinance approving a contract with the Missouri Highways and Transportation Commission, for sidewalk improvements
14. Bill No. 2023-11: An ordinance approving fund transfers from the American Rescue Fund to various funds for the fiscal year ending 2022, approved expenses for the City of Bolivar, Missouri
15. Bill No. 2023-13: An ordinance authorizing the city to contract with employees in need of commercial drivers license training for reimbursement program
16. Bill No. 2023-14: An ordinance amending the Bolivar Municipal code by amending sections 385.070 – establishing a system for maintaining a list of eligible towing providers
17. Airport well monitoring
18. Special Committee Update

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

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.



**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, February 14<sup>th</sup>, 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:

2/10/2023  
PA 12:40PM



**U.S. ENGINEERING  
SERVICE**

211 S. Union Avenue, Suite E  
Springfield, MO 65802  
P 417.368.1057  
24-HOUR SERVICE 816.753.6980  
usengineering.com

February 3, 2023

Todd Schrader  
City of Bolivar Recreation Center  
1710 W Broadway  
Bolivar, MO 65613

**Re: Preventive Maintenance Agreement**

US Engineering is pleased to propose the following inspection tasks for the equipment listed below at your facility. We look forward to working with you and your people in maintaining your equipment in the best operating condition.

**Equipment:**

<b>Manufacture</b>	<b>Model #</b>	<b>Serial #</b>	<b>Type</b>	<b>Qty</b>
Trane	MCCB0	K06K...	Air Handlers	5
Trane	LPCAF06	T06K53871	Package unit (lockers)	1
Trane	RTAC	UAG100711	Chiller (to be replaced)	1
Bell & Gossett	3E	C034060-01 M60	Pump & Motor	1
Semco	N/A	N/A	ERV Rooftop	1

**Spring Inspection:**

- Check in and out with customer, reviewing work performed and issues found
- Follow all Lock Out / Tag Out procedures for all energy sources
- **Chemically wash coils on chiller**
- Inspect control panel electrical connections
- Review operating log for errors and fault codes
- Take amp draw for all motors, inspect contactors, check fuses
- Check all sensors for accuracy and operation
- Test compressor motor with Megohmmeter
- Check oil heater
- Check all condenser fan operations and conditions
- Inspect machines for general operation for air conditioning
- Check control power, safety operating controls
- Check refrigerant charge and record temperature and pressures
- Log temperature and pressures for evaporator and condenser
- Check the Approach of the Chiller
- Lubricate all bearings as required including motors
- Inspect for leaks, check condensate drain lines
- Check belts, alignment, pulleys, and shives
- Inspect belts, pulleys, shives and air filters (customer to replace)

**Fall Maintenance:**

- Check in and out with customer reviewing work performed and issues found
- Follow all Lock Out / Tag Out procedures
- Check safety and control devices
- Check proper operation of units for heating
- Check units for heating operation
- Record temperatures, amperage, and voltage for heating systems
- Inspect blower motors for operation
- Check belts, pulleys and shives for proper wear and alignment (customer will replace)
- Check air filters (customer will replace)

**Multi-Year Contract Terms and conditions:**

Year One Pricing: \$7,850.00

Year Two Pricing: \$8,095.00

Year Three Pricing: \$8,350.00

Contract will begin from date of signature and last the calendar term selected. The above pricing reflects what the guaranteed price will be if signed for multiple years.

The periodic inspections will be provided for a total of seven thousand eight hundred fifty dollars **(\$7,850.00)** per year billed in two **(2)** installments of three thousand nine hundred twenty-five dollars **(\$3,925.00)** each. **Tax is not included in pricing and will be added at invoicing.**

All labor, except for those items included in the inspections, will be billed at 10% off our current street rates for regular or overtime work, as applicable. Our current contract rates for contract customer are as follows:

Regular Time	\$98.00 per hour	Applies 7:30am to 4:30pm, Monday thru Friday
Weeknight Overtime	\$147.00 per hour	Applies 4:30pm to 7:30am, Monday pm thru Friday am
Holiday Overtime	\$196.00 per hour	Applies 4:30pm Friday thru 7:30am Monday and Holidays

As a contract customer, we will extend these rates to you for **plumbing service** also.

All services will be performed during regular working hours, 7:30am to 4:30pm, Monday through Friday. Emergency service is available 24 hours a day, seven (7) days a week, and you will be given a list of telephone numbers to assist you in obtaining emergency service, should it be required.

Minor repairs recommended by our inspecting serviceman will be discussed with you or your representative, and upon approval, will be made immediately.

Recommended major repairs or alterations will be reviewed by our service supervisor with the inspecting serviceman, and a complete report with estimated costs and potential benefits will be given to you. No work will be done without your prior approval.

U.S. Engineering Service, LLC. will not be liable for any direct or indirect damage, loss, cost delay or expense, including consequential damages or loss of use arising out of or in connection to the operation of the equipment or failure to operate, or failure of any apparatus, or its controls, or for material or labor delays, or for obsolescence, unless such loss or damage is due to the direct act or failure to act of U.S. Engineering Service, LLC. personnel. U.S. Engineering Service, LLC. shall not be responsible for or otherwise liable for damage caused by lightning, power failure, or any other electrical damage caused by malfunction of electrical distribution system, or damage caused by abuse, misuse, negligence, or work performed by others.

All applicable taxes are the responsibility of the owner. A current insurance certificate is available upon request.

Payment shall be net upon receipt of invoice. We reserve the right to discontinue service under this agreement any time payments have not been made as agreed. In the event you fail to pay any sums under this contract 30 days from date of invoice, you agree to pay a monthly service charge equal to 1.5% of the amounts due; you further agree to pay all sums and expenses incurred by U.S. Engineering Service, LLC. (Including reasonable attorneys' fees and court costs) in the collection of sums due hereunder.

This agreement becomes effective on the date accepted by you and shall remain in effect until terminated by either party notifying the other party in writing 30 days prior to the cancellation.

The information provided to this recipient is considered confidential and for the sole use of U.S. Engineering Service's intended purpose and may be protected by the attorney-client privilege, work product doctrine, or otherwise considered privileged by law.

If I can be of further assistance or you wish to discuss this matter in greater detail, please feel free to contact me at 417-408-0625 or email at [jared.meyer@usengineering.com](mailto:jared.meyer@usengineering.com)

Respectfully submitted,



U.S. ENGINEERING SERVICE, LLC.  
Jared Meyer  
Account Representative  
Springfield, MO Service

**ACCEPTANCE:**

The above proposal is hereby accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2022, with the understanding that there are no agreements or understandings other than as written herein. Please indicate how many years you want to agree to \_\_\_\_\_. Our purchase order for this agreement is \_\_\_\_\_.

\_\_\_\_\_  
CUSTOMER NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TITLE

## **Reasons to implement a Preventive Maintenance Plan**

1. Avoid Breakdowns - Catch things early
2. Save Energy - Unit is not working as hard
3. Improve indoor air quality - Cleaner air to breath because the unit is more efficient
4. Extend the life of the system - Should last longer per less annual stress on unit
5. Save money on repairs - Catch issues before they fail
6. Safer - Unit is safer per running at a more efficient rate
7. Greater peace of mind - Less worrying if the unit will go down during super cold/hot temperatures

Department of Energy states that preventive maintenance can lower your heating and cooling bill by 30%

Annual checkups help us humans live longer, annual maintenance plans help your HVAC systems live longer and they do house calls.

# Fence Quotes - 2023

Ewing Springfield	Play it Again Sports - Springfield	Anthem Sports - Online (Pawcatuck, CT)
Home Run Fence 200 foot sections \$1,599.00 X 5 = \$7,999.93	Home Run Fence 200 foot sections \$1,495.00 X 5 = \$7,475.00	Home Run Fence 200 foot sections \$1,599.65 X 5 = \$7,998.25
Home Run Sockets and Caps \$194.27 X 5 = \$971.35	Home Run Sockets and Caps \$375.00 X 5 = \$1,875.00	Sockets are part of the fence pricing
Shipping = Included in above quote	Shipping = \$600.00	Shipping = \$1,452.95
Total = \$8,971.28	Total = \$9,950.00	Total = \$9,451.20

Insurance monies for fencing \$5,860.00

Recommending Ewing fencing bid \$8,971.28

Requesting the difference \$3,111.28



Home Office  
3441 E. Harbour Drive, Phoenix, AZ 85034  
602.437.9530  
EwingIrrigation.com



QUOTATION

CHARGE ACCT

\* 5841 \*

87 Ewing Springfield  
1841 W Sunset St  
Springfield, MO 65807  
PHN 4178919876 FAX 4178919818

QUOTE # 14664553

PAGE 1 of 1

ORDERED 11/28/2022

QUOTE EXPIRES ON: 12/28/2022

SOLD TO: CITY OF BOLIVAR / MISSOURI  
# 114024 PO BOX 9  
BOLIVAR, MO 65613  
PH 4173262489

SHIP TO: CITY OF BOLIVAR / MISSOURI  
345 S MAIN  
BOLIVAR, MO 65613  
PH

DELIVERY INSTRUCTIONS:

PO#: BUYER:ACCOUNTS PAYABLE

P21 JOB: EIP#: BY: KYLE B

PH:

QUOTE#

EWING JOB: JOB REF: HOME RUN FENCE

QTY ORDER	ITEM DESCRIPTION	NET	EXTENDED
5	68540040 BSN 200FT HOMERUN FENCE PKG	1,599.9850	7,999.93
5	68540050 BSN HOMERUN FNCE SOCKET&CAP 32	194.2700	971.35

Quotes do not include estimated tax. Once invoiced and local tax location is identified, applicable taxes will be calculated and applied.

**SUB-TOTAL:** 8,971.28

**TAX:** 0.00

**AMOUNT DUE:** 8,971.28

No recommendation has been made by, or provided to, the seller concerning the use of the pesticide covered by this invoice.  
**PROPOSITION 65 WARNING:** Some of the products on your order may expose you to chemicals that are known to the State of California to cause cancer, birth defects and reproductive harm. Learn more at <https://www.p65warnings.ca.gov/>

## QUOTE

### Play it Again Sports/Mad Bear Fitness

1300 E Battlefield  
Springfield, MO 65804  
Phone: 417-883-7444  
Fax: 417-883-7493  
[bkissee@live.com](mailto:bkissee@live.com)

QUOTE NO.	B0103231
DATE	January 3, 2023
CUSTOMER ID	
EXPIRATION DATE	1/31/23

TO Bolivar  
Todd Schrader

Tax Rate

SALESPERSON	Purchase Order	PAYMENT TERMS	DUE DATE
Brice		NET 30	

[illegible]

<b>SUBTOTAL</b>	<b>\$</b>	<b>9,950.00</b>
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Sales Tax \$

<b>Delivery &amp; Set Up</b>	
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TOTAL	\$	9,950.00
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- Quotation prepared by: Brice Kisse
- Lead Time after PO is received: 3-4 weeks on most orders, 8 weeks on custom
- PO numbers must be emailed or faxed for order to be processed
- Custom orders can not be returned

**THANK YOU FOR YOUR BUSINESS!**

Anthem  
Sports  
Fairfield, CT

raygun



SHOPPING GUARANTEE

Subtotal

\$7,998.25

Shipping & Handling

\$1,452.95

(Standard Shipping)

48 contiguous United States

**GRAND TOTAL:**

**\$9,451.20**

**affirm** Buy now, pay over time

LEARN MORE

**Tax Exempt Organizations:** Before ordering, [click here](#) for instructions.

**PLEASE NOTE:** Ship dates and product availability may change due to supply chain delays with many manufacturers. We will notify you of any changes to your order.

**Items marked "In Stock"** ship same day if ordered by 12pm EST (M-F). [Click here for Transit Times.](#)

**Items marked "Typically Ships"** ship directly from the manufacturer. Allow 2-5 business days for transit beyond the estimated ship date for these items to arrive. [Click here for details.](#)

**Express Shipments:** Call Anthem Sports for pricing or request a quote in the comments section when you checkout. Please include your need-by date.

**Shipping Disclaimer:** Online orders will ship only to the 48 contiguous United States. At this time shipping is not available to international and APO/FPO addresses. All orders shipping to AK or HI require the addition of freight cost and approval before shipping. For these locations and for Freight Items (item page will note "This item requires a shipping quote") you may use the "Move Cart to My Quote" feature to obtain a quote before ordering.

**Easy Returns:** Order with confidence. [Click here for details.](#)

### Coupon Code



on code

**APPLY**

## Dunnegan Memorial Park Centennial Celebration

The City will be celebrating 100 years of Dunnegan Memorial Park in 2023! T.H.B Dunnegan signed over the deed for the property on Feb. 28, 1923, so we're kicking off a year-long centennial celebration starting Feb. 28, 2023. Throughout the year, we're hoping to remind people of the park's rich history, highlight the current crown jewel park of Bolivar, and encourage the community to preserve our current parks and form a vision for more parks for future generations.



Here are some important dates (some are tentative until more information is available from community partners):

### FEBRUARY

Tuesday, Feb. 28 — Dunnegan Centennial Dedication, 2 p.m. at front gates

Kick off 100 Miles for 100 Years campaign — we will have T-shirts available for purchase, 10 cents per mile or donation of their choice to go toward park restoration (front gate, rock wall, pavilions, cabin)

### APRIL

National Walking Day event (partner with Polk County Health Center)

### MAY

Community Play Day in the Park (partner with Polk County Health Center)

Saturday, May 27 — Community cleanup day (will include Community Development as an MS4 project)

### JUNE

Conservation education/fishing event

**JULY/AUGUST**

Fitness event — Yoga in the Park or Zumba in the Park

**SEPTEMBER**

Movie night in the park (partner with Polk County Health Center)

**OCTOBER**

Saturday, Oct. 14 — Food truck event

**NOVEMBER/DECEMBER**

Light the Park (also 20-year anniversary of Chamber event)

**We also have an education/social media campaign planned with the following topics:**

- History
- Did you know? facts
- Info on wildlife
- Maintenance education with Spencer
- What's at our park – features spotlight
- Wildlife photography tips
- Pictures in the park (share your favorite memories)
- How have local groups used the parks?
- How can each family use the park?
- How can we take care of Dunnegan park?
- Promote other parks
- Looking to the future: What's our next 100 year park?



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

Phone 417-326-2489 • Fax 417-777-3212 • [www.bolivar.mo.us](http://www.bolivar.mo.us)

## 100 Miles for 100 Years of Dunnegan Memorial Park Sponsorship Form

Join with us and the community as we celebrate the centennial of Bolivar's crown jewel, Dunnegan Memorial Park! We hope our 100 Miles for 100 Years of Dunnegan Memorial Park walking event will not only draw attention and visitors to the park, but will serve as a fundraiser to help with park restoration projects. We're asking each individual who participates walk 100 miles in Dunnegan Memorial Park over the year and to donate 10 cents per mile to the City of Bolivar parks department. We'd love to have your help promoting this community wide event!

We have two options for how businesses can sponsor the City of Bolivar 100 Miles for 100 Years of Dunnegan Memorial Park walking event. The names of all sponsors will be included on the back of the event T-shirts!

- ☐ **\$100 donation**
- ☐ **\$200 donation, includes reduced price of \$10 for company T-shirt orders**

**Sponsor name:** \_\_\_\_\_

**Contact name:** \_\_\_\_\_

**Contact phone:** \_\_\_\_\_

**Contact email:** \_\_\_\_\_

If you are interested in other donation opportunities for the entire parks system, including funds to go toward picnic tables, park benches and playground equipment, in honor of Dunnegan Memorial Park's 100 years, please contact Hannah Vodicka by email at [hvodicka@bolivar.mo.us](mailto:hvodicka@bolivar.mo.us) or by phone at 417-777-1215.

Thank you for your support!





## ARTWORK SIZING AND LOCATION

FULL FRONT: 12" W  
FULL BACK: 11" W

## OTHER NOTES

NAVY, SOFTBALL GREEN & JADE INK FRONT  
NAVY INK BACK

# CREATOR

# Pool Comparisons

Indoor	Outdoor
--------	---------

Pros	Cons	Pros	Cons
<ol style="list-style-type: none"> <li>1. Climate controlled</li> <li>2. Lifeguard trainings</li> <li>3. Programs               <ol style="list-style-type: none"> <li>a. Splash class</li> <li>b. Member open swim</li> <li>c. More months available to our patrons/members</li> <li>d. Rentals</li> </ol> </li> </ol>	<ol style="list-style-type: none"> <li>1. Cost of maintaining the outside annex air unit and inside water heaters.</li> <li>2. Monthly propane bills</li> </ol>	<ol style="list-style-type: none"> <li>1. Less operating cost for propane for outside unit and water heaters</li> </ol>	<ol style="list-style-type: none"> <li>1. Lifeguards training</li> <li>2. Time available to our patrons</li> <li>3. Memberships</li> <li>4. Swim team program</li> </ol>

## Estimated Yearly expenses

Propane	\$43,000
Staff	\$195,000
Chemicals	<u>\$19,000</u>
Total	\$257,000

## Estimated Yearly Revenues

Pool Memberships	\$23,000
Day Passes	\$40,000
Parties/reservations	\$18,000
Swim lessons	\$15,000
Swim Team	\$6,000
Concessions	<u>\$18,000</u>
Total	\$120,000



## SPECIAL EVENT APPLICATION

Sponsor Name: Missouri Beef Days  
 Address: PO Box 304  
 City: Bolivar State: Missouri Zip: 65613  
 Daytime phone: 417-298-0560 Cell phone: 417-770-0992 (Matt Henenberg)  
 Fax: \_\_\_\_\_ Cell phone (during event): \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Preferred method of contact: \_\_\_\_\_

Event name: Misouri Beef Days Cornhole Tournament  
 Event location: in street, between Dunnegan House and Norhtward Muesem  
 Date & time of Set up: Friday, May 5 at or around 4 p.m.  
 Date & time of Event: Saturday, May 6, tournament begins at 10 a.m.  
 Date & time of Clean up: Saturday, May 6 immediately following event.  
 Anticipated number of 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 checked="" type="checkbox"/> Sporting Event | <input checked="" type="checkbox"/> Other (please explain) <u>Food Trucks</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.*

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

? Possibly

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: \_\_\_\_\_

Please indicate who is planned to provide the following services(for EMS, Fire, and security only check City provided if you want dedicated staffing at your event. This will incur additional charges):

Service	City provided	Self provided	Not Applicable
Crowd Control		X	
EMS Services	X		
Fire Watch	X		
Restroom Facilities		X	
Security		X	
Street Barricades	X		
Traffic Control	X		
Trash clean-up*		X	

\*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.

A tent will be set up in the street between Dunnegan House and Northward Muesem.

The cornhole tournament will take place under the tent.

Will need barricades to block the street from Locust-Pike intersection to the Pike-Hickory intersection

\*Food Trucks will be set up in designated area.

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

Signature: C. Matthew Henenberg Print: \_\_\_\_\_

Organization Name: Missouri Beef Days Date: January 11, 2023

Date submitted: 1-11-2023

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: \_\_\_\_\_

Print: \_\_\_\_\_

Organization Name: \_\_\_\_\_

Date: \_\_\_\_\_

City of Bolivar Representative: \_\_\_\_\_

Date: \_\_\_\_\_

W Main St

N Pike Ave

W Hickory St

W Hickory St

W Hickory St

Dunnegan  
Gallery of Art Inc

N Pike Ave

N Pike Ave

Polk County  
Northward Museum  
Temporarily closed

N Main Ave

E Freeman St

W Locust St

E Locust St

N Missouri Ave

First Baptist Bolivar  
Recreation Building

Silver Bullet  
Water Tower



E Olive St

First Baptist  
Church of Bolivar

N Springfield Ave

Springfield Ave

N Springfield Ave

E Freeman St

E Locust St

The V  
at F&B

E Olive St

N Springfield Ave



St Locust

**ORDINANCE COVER SHEET**

**Bill No. 2023-05**

**Ordinance No.**

**“AN ORDINANCE AUTHORIZING THE CITY’S RENEWAL OF  
CYBER INSURANCE THROUGH IT RISK MANAGERS, INC WITH  
OLLIS, AKERS, ARNEY INSURANCE AND BUSINESS ADVISORS.”**

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

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

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

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

**\_\_\_\_\_ Aye; \_\_\_\_\_ Nay; \_\_\_\_\_ Abstain; \_\_\_\_\_ Absent.**

**\_\_\_\_\_ Approved by the President of the Board 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’S RENEWAL OF  
CYBER INSURANCE THROUGH IT RISK MANAGERS, INC WITH  
OLLIS, AKERS, ARNEY INSURANCE AND BUSINESS ADVISORS.”**

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

**Section I:** The City is hereby authorized in the renewal of the City’s cyber insurance coverages through IT Risk Managers, Inc with Ollis, Akers, Arney Insurance & Business Advisors, for certain of the City’s insurance; with such renewal quotes 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 and at all relevant times have been authorized and directed to enter into the renewal 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**



**OLLIS / AKERS / ARNEY**  
INSURANCE & BUSINESS ADVISORS

## **Proposal of Insurance**

### **Prepared for:**

***City of Bolivar***

PRESENTED BY:

**Paul Long**

EFFECTIVE DATE:

1/15/23

**Springfield Office**  
2274 E Sunshine St  
Springfield, MO 65804  
417-881-8333

**Branson Office**  
201 Buccaneer Blvd  
Branson, MO 65616  
417-334-5115

**Bolivar Office**  
108 N Main Ave  
Bolivar, MO 65613  
417-777-5664



## PREMIUM SUMMARY

Insured: ***City of Bolivar***

Description of Coverage	Premium	Prior Term
<b>Cyber</b>		
-Cyber & Privacy Premium	\$16,500.00	\$15,000.00
-Cyber and Crime Premium	\$3,375.00	\$2,750.00
-Policy Fee to CFC	\$500.00	\$500.00
-Surplus lines Filing Fee	\$200.00	\$200.00
-Mo Surplus lines tax @ 5%	\$1,028.75	\$922.50
<b>Total Estimated Premium</b>	<b>\$21,603.75</b>	<b>\$19,372.50</b>

### Payment Plan:

Agency Bill – Paid in Full

### Optional:

**Note:** The premiums are an indication based on the information provided to us. If the information changes, the result will be an adjustment in the premium quoted.



# RISK MANAGERS, INC.

www.ITRiskmanagers.com

## CFC INSURANCE PROPOSAL for City of Bolivar PREMIUM SUMMARY and Terms

Cyber & Privacy Premium	\$16,500.00
Cyber Crime Premium	\$3,375.00
TRIA Premium	\$0.00
TOTAL PREMIUM	\$19,875.00
Policy Fee to CFC	\$500.00
Surplus Lines Filing Fee	\$200.00
MO Surplus Lines Tax @5%	\$1,028.75
TOTAL PAYABLE	\$21,603.75

### Terms and Conditions:

- Policy Term: 12 months- Please provide effective date
- Minimum Earned Premium: 25% or as per policy form, whichever is greater.
- Payment due to IT Risk Managers, Inc. upon receipt of invoice. IT Risk Managers, Inc. reserves the right to pass on any late, surplus lines filing fees or penalties resulting in late payment from the insured.
- Agent Commission 10%

This is a Surplus Lines Product. The Insurance Company with which this coverage is being placed is not licensed by the State and is not subject to its supervision. In the event of the insolvency of the insurance company, losses under this policy will not be paid by any State insurance guaranty or solvency fund.

This quotation is strictly conditioned upon no material change in risk occurring between the date of this letter and inception date of the proposed policy (including any claim or notice of circumstances which may reasonably be expected to give rise to a claim under any policy of which the policy being proposed by this letter is a renewal or replacement). In the event of such change of risk, the Insurer may in its sole discretion, modify and/or rescind this offer.

In order to complete the underwriting process, the underwriter requires that you send us any additional information requested above. The underwriter is not required to bind prior to their receipt and underwriting approval of the above information. However, if they do bind coverage prior to such approval, the terms and conditions as indicated could be amended until such receipt and acceptance.

Larry Harb  
President  
IT Risk Managers, Inc.  
517-381-9909  
[lharp@itriskmanagers.com](mailto:lharp@itriskmanagers.com)



IT RISK MANAGERS, INC  
4225 OKEMOS ROAD  
OKEMOS, MI 48864

## INDICATION OF TERMS

REFERENCE NUMBER:	3051173
COMPANY NAME:	City Of Bolivar
TOTAL PAYABLE:	USD20,375.00
Premium breakdown:	
Cyber & Privacy:	USD16,500.00
Cyber Crime:	USD3,375.00
Policy Administration Fee:	USD500.00
TRIA:	USD0.00
BUSINESS OPERATIONS:	Municipality
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
REPUTATIONAL HARM PERIOD:	12 months
INDEMNITY PERIOD:	12 months
WAITING PERIOD:	8 hours
WORDING:	Cyber, Private Enterprise (US) v3.0
ENDORSEMENTS:	Policyholder Disclosure Notice Of Terrorism Insurance Coverage Risk Management Timetable Condition Clause
SUBJECTIVITIES:	This quote is subject to the following being provided by the stated deadline:  1. Satisfactory confirmation that you have downloaded & registered our incident response mobile app, details of which can be found with your policy documents. (30 days post binding)
POLICY PERIOD:	12 months
DATE OF ISSUE:	15 Nov 2022
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100% of applicable annualized premium
SECURITY:	Certain underwriters at Lloyd's and other insurers

THIS INDICATION OF TERMS IS ONLY VALID FOR 30 DAYS FROM THE DATE OF ISSUE

PLEASE REFER TO THE FOLLOWING PAGES FOR A FULL BREAKDOWN OF LIMITS,  
RETENTIONS AND APPLICABLE CLAUSES



## DECLARATIONS

### THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN EACH AND EVERY CLAIM LIMIT

#### INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

##### SECTION A: INCIDENT RESPONSE COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD0 each and every claim

##### SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD2,500 each and every claim

##### SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD2,500 each and every claim

##### SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD2,500 each and every claim

##### SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD2,500 each and every claim

##### SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD2,500 each and every claim

##### SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability: USD50,000 each and every claim, subject to a maximum of 10% of all sums **we** have paid as a direct result of the **cyber event**

Deductible: USD0 each and every claim



## INSURING CLAUSE 2: CYBER CRIME

### SECTION A: FUNDS TRANSFER FRAUD

Limit of liability: USD250,000 each and every claim

Deductible: USD2,500 each and every claim

### SECTION B: THEFT OF FUNDS HELD IN ESCROW

Limit of liability: USD250,000 each and every claim

Deductible: USD2,500 each and every claim

### SECTION C: THEFT OF PERSONAL FUNDS

Limit of liability: USD250,000 each and every claim

Deductible: USD2,500 each and every claim

### SECTION D: EXTORTION

Limit of liability: USD2,000,000 each and every claim

Deductible: USD2,500 each and every claim

### SECTION E: CORPORATE IDENTITY THEFT

Limit of liability: USD250,000 each and every claim

Deductible: USD2,500 each and every claim

### SECTION F: TELEPHONE HACKING

Limit of liability: USD250,000 each and every claim

Deductible: USD2,500 each and every claim

### SECTION G: PUSH PAYMENT FRAUD

Limit of liability: USD50,000 each and every claim

Deductible: USD2,500 each and every claim

### SECTION H: UNAUTHORIZED USE OF COMPUTER RESOURCES

Limit of liability: USD250,000 each and every claim

Deductible: USD2,500 each and every claim



### INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

#### SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD2,500 each and every claim

#### SECTION B: INCOME LOSS AND EXTRA EXPENSE

Limit of liability: USD2,000,000 each and every claim, sub-limited to USD1,000,000 in respect of **system failure**

Deductible: USD2,500 each and every claim

#### SECTION C: ADDITIONAL EXTRA EXPENSE

Limit of liability: USD100,000 each and every claim

Deductible: USD2,500 each and every claim

#### SECTION D: DEPENDENT BUSINESS INTERRUPTION

Limit of liability: USD2,000,000 each and every claim, sub-limited to USD1,000,000 in respect of **system failure**

Deductible: USD2,500 each and every claim

#### SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability: USD2,000,000 each and every claim

Deductible: USD2,500 each and every claim

#### SECTION F: CLAIM PREPARATION COSTS

Limit of liability: USD25,000 each and every claim

Deductible: USD0 each and every claim

#### SECTION G: HARDWARE REPLACEMENT COSTS

Limit of liability: USD2,000,000 each and every claim

Deductible: USD2,500 each and every claim



## THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN AGGREGATE LIMIT

### INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

#### SECTION A: NETWORK SECURITY LIABILITY

Aggregate limit of liability:	USD2,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	USD2,500	each and every claim, including <b>costs and expenses</b>

#### SECTION B: PRIVACY LIABILITY

Aggregate limit of liability:	USD2,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	USD2,500	each and every claim, including <b>costs and expenses</b>

#### SECTION C: MANAGEMENT LIABILITY

Aggregate limit of liability:	USD2,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	USD2,500	each and every claim, including <b>costs and expenses</b>

#### SECTION D: REGULATORY FINES

Aggregate limit of liability:	USD2,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	USD2,500	each and every claim, including <b>costs and expenses</b>

#### SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Aggregate limit of liability:	USD2,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	USD2,500	each and every claim, including <b>costs and expenses</b>

### INSURING CLAUSE 5: MEDIA LIABILITY

#### SECTION A: DEFAMATION

Aggregate limit of liability:	USD2,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	USD2,500	each and every claim, including <b>costs and expenses</b>

#### SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Aggregate limit of liability:	USD2,000,000	in the aggregate, including <b>costs and expenses</b>
Deductible:	USD2,500	each and every claim, including <b>costs and expenses</b>

### INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS

NO COVER GIVEN



#### INSURING CLAUSE 7: COURT ATTENDANCE COSTS

Aggregate limit of liability: USD100,000 in the aggregate

Deductible: USD0 each and every claim





## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

ATTACHING TO POLICY N/A

NUMBER:

THE INSURED: City Of Bolivar

WITH EFFECT FROM: -

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(l) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is USD0.00 and does not include any charges for the portion of losses covered by the United States government under the Act.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY**



## RISK MANAGEMENT TIMETABLE CONDITION CLAUSE

ATTACHING TO POLICY N/A

NUMBER:

THE INSURED: City Of Bolivar

WITH EFFECT FROM: -

It is understood and agreed that it is a Condition to coverage under this Policy that **you** take the following risk management actions by the deadlines stated below:

Risk Management Actions	Deadline
Multi Factor Authentication (MFA) to be implemented on all remote email access	60 days days from the inception date.

It is further understood and agreed that in the event these risk management actions are not taken by the deadline stated above, then:

- the total value of any claim arising out of **ransomware** will be paid by **you** and **us** on a proportional basis, with 50% payable by **us** and 50% payable by **you**;
- the **deductible** in respect of all **SECTIONS** for which **you** have purchased coverage will be increased to an amount equal to 200% of the **deductible**; and
- the terms stated in a. and b. above will remain in place until the risk management actions have been taken.

For the purposes of this **RISK MANAGEMENT TIMETABLE CONDITION CLAUSE**, the following **DEFINITION** is added:

**"Ransomware"** means

any form of malicious software or encryption program that prevents access to **your computer systems** or data or any **third party** systems hosting **your** applications or data, unless **you** pay a ransom demand in exchange for access to be restored.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY**

**ORDINANCE COVER SHEET**

**Bill No. 2023-06**

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

**“AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FOR  
CERTAIN PROPERTY GENERALLY LOCATED AT 108 SOUTH WEST  
AVENUE IN THE CITY OF BOLIVAR.”**

**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 CHANGING THE ZONING CLASSIFICATION FOR  
CERTAIN PROPERTY GENERALLY LOCATED AT 108 SOUTH WEST  
AVENUE IN THE CITY OF BOLIVAR.”**

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

WHEREAS, a public hearing was held on the application for the changing of zoning classification with the Planning and Zoning Commission of the City of Bolivar on January 12, 2023 regarding the real estate identified herein below; and

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

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

- (i) that the amendment of the zoning regulations as set forth herein is consistent with the intent and purposes of the City’s zoning regulations, policies, and comprehensive plan; and
- (ii) that the real estate in question would be compatible with most uses that would be permitted on the property if it were reclassified; and
- (iii) that adequate sewer and water facilities and public services are available or otherwise could be provided to serve the residential use at the real estate in question; and
- (iv) that the proposed amendments would not correct any error in the application of the City’s zoning regulations; and
- (v) that the proposed amendments are not recommended in part because of changed or changing conditions in the area; and the proposed amendment does not provide a disproportionately greater loss to the individual landowners relative to the public gain.

**Section I:** Consistent with the recommendation of the Planning and Zoning Commission of the City of Bolivar on January 12, 2023 to approve the zoning change application, after petition being filed by the City of Bolivar and duly held public hearing, the zoning classification for the following described property is hereby changed from R-4, Multiple Family Dwelling District, to C-2, General Commercial District.

The real property generally located at 108 S. West Avenue located on the East side of S. West Avenue between W. Broadway Street and W. Jackson Street.

More particularly described in the document recorded with the Polk County, Missouri Recorder at Deed Book 2022L Page 4476.

**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**

# Bolivar, MO



## Legend

### Roads

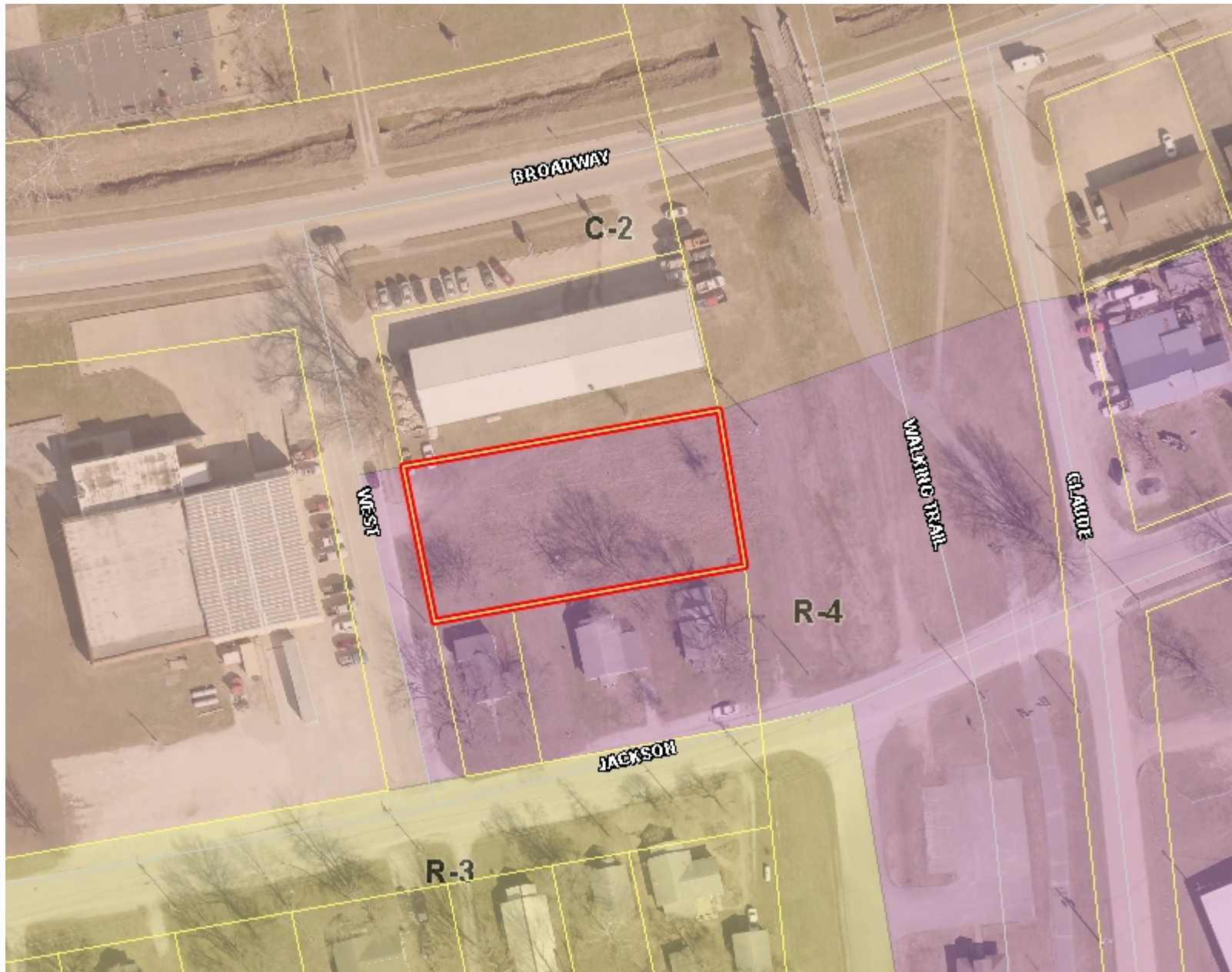
- All Roads
- State Lettered Hwy
- State Numbered Hwy

### Parcel

### Corporate Limit Line

### Zoning District

- Unknown
- A-L
- C-0
- C-1
- C-2
- C-3
- C-S
- I-1
- I-2
- R-1
- R-2
- R-3
- R-4
- P/S
- MHS
- MHD



186.9 0 93.43 186.9 Feet



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THIS MAP IS NOT TO BE USED FOR NAVIGATION

## Notes

**ORDINANCE COVER SHEET**

**Bill No. 2023-07**

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

**“AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FOR  
CERTAIN PROPERTY GENERALLY LOCATED AT 201 S. CLARK AVENUE  
IN THE CITY OF BOLIVAR.”**

**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 CHANGING THE ZONING CLASSIFICATION FOR  
CERTAIN PROPERTY GENERALLY LOCATED AT 201 S. CLARK AVENUE  
IN THE CITY OF BOLIVAR.”**

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

WHEREAS, a public hearing was held on the application for the changing of zoning classification with the Planning and Zoning Commission of the City of Bolivar on January 12, 2023 regarding the real estate identified herein below; and

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

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

- (i) that the amendment of the zoning regulations as set forth herein is consistent with the intent and purposes of the City’s zoning regulations, policies, and comprehensive plan; and
- (ii) that the real estate in question would be compatible with most uses that would be permitted on the property if it were reclassified; and
- (iii) that adequate sewer and water facilities and public services are available or otherwise could be provided to serve the residential use at the real estate in question; and
- (iv) that the proposed amendments would not correct any error in the application of the City’s zoning regulations; and
- (v) that the proposed amendments are not recommended in part because of changed or changing conditions in the area; and the proposed amendment does not provide a disproportionately greater loss to the individual landowners relative to the public gain.

**Section I:** Consistent with the recommendation of the Planning and Zoning Commission of the City of Bolivar on January 12, 2023 to approve the zoning change application, after petition being filed by the City of Bolivar and duly held public hearing, the zoning classification for the following described property is hereby changed from R-4, Multiple Family Dwelling District, to C-O, Office and Institution District.



The real property generally located at 201 S. Clark Avenue. More particularly described as Lot 1 of Lot Split of Lot 1 and Part of Lot 2, Block 8, Clark's Addition.

**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**

# Bolivar, MO



## Legend

### Roads

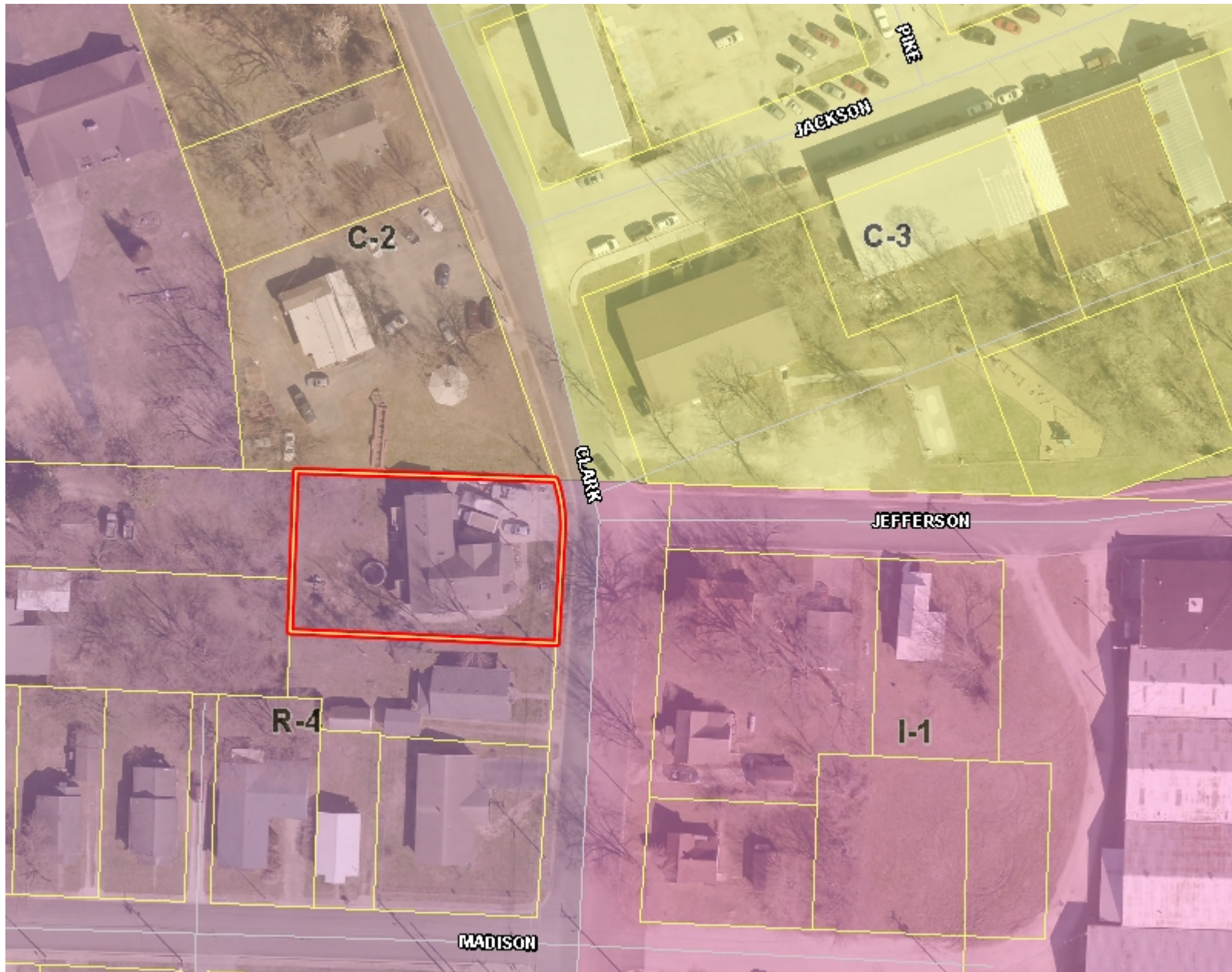
- All Roads
- State Lettered Hwy
- State Numbered Hwy

### Parcel

### Corporate Limit Line

### Zoning District

- Unknown
- A-L
- C-0
- C-1
- C-2
- C-3
- C-S
- I-1
- I-2
- R-1
- R-2
- R-3
- R-4
- P/S
- MHS
- MHD



171.4 0 85.71 171.4 Feet



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## Notes

**ORDINANCE COVER SHEET**

**Bill No. 2023-08**

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

**“ORDINANCE REPEALING MUNICIPAL CODE SECTION 130.170 –  
RELATING TO SALES TAX HOLIDAY.”**

**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: \_\_\_\_\_.**

**“ORDINANCE REPEALING MUNICIPAL CODE SECTION 130.170 –  
RELATING TO SALES TAX HOLIDAY.”**

WHEREAS, on or about December 8, 2005, the City of Bolivar enacted Section 130.170 of the Bolivar Municipal Code whereby the City opted out of the sales tax holiday as set forth in Section 144.049 RSMo.; and

WHEREAS, effective as of January 1, 2023, the State of Missouri amended Section 144.049 RSMo. to preclude local governments from opting out of the said sales tax holiday.

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

**Section I:** Section 130.170 of the Bolivar Municipal Code, titled: “Permanently Opting Out of Sales Tax Holiday,” is hereby repealed.

**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**

**ORDINANCE COVER SHEET**

**Bill No. 2023-09**

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

**“AN ORDINANCE APPROVING A CONTRACT WITH THE MISSOURI  
HIGHWAYS AND TRANSPORTATION COMMISSION, FOR A  
TRANSPORTATION ENHANCEMENTS FUNDS 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 APPROVING A CONTRACT WITH THE MISSOURI  
HIGHWAYS AND TRANSPORTATION COMMISSION, FOR A  
TRANSPORTATION ENHANCEMENTS FUNDS PROGRAM.”**

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 Highways and Transportation Commission, for a transportation enhancements funds program; 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**

CCO Form: FS25  
Approved: 04/95 (MGB)  
Revised: 10/22 (MWH)  
Modified:

CFDA Number: 20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: TAP - 6701807  
Award Year: FY 2023  
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
TRANSPORTATION ENHANCEMENTS FUNDS  
PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Bolivar (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in Infrastructure Investment and Jobs Act (IIJA); 23 U.S.C. §101, §106 §133; and §208 funds to be used for transportation enhancements activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation enhancements funds which are the subject of this Agreement are for the project at the following location:

Walkability project in Bolivar, Polk County at S. Albany Ave. between S. Springfield and E. Walnut. The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable

progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Enhancements Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of



administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply

with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement

with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with Project TAP-6701807 or contemplated by this Agreement.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be fifty-

one percent (51%) not to exceed \$500,000 (Five hundred thousand dollars). The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(18) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(23) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(24) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(25) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(26) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(27) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on \_\_\_\_\_.

Executed by the Commission on \_\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF BOLIVAR

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

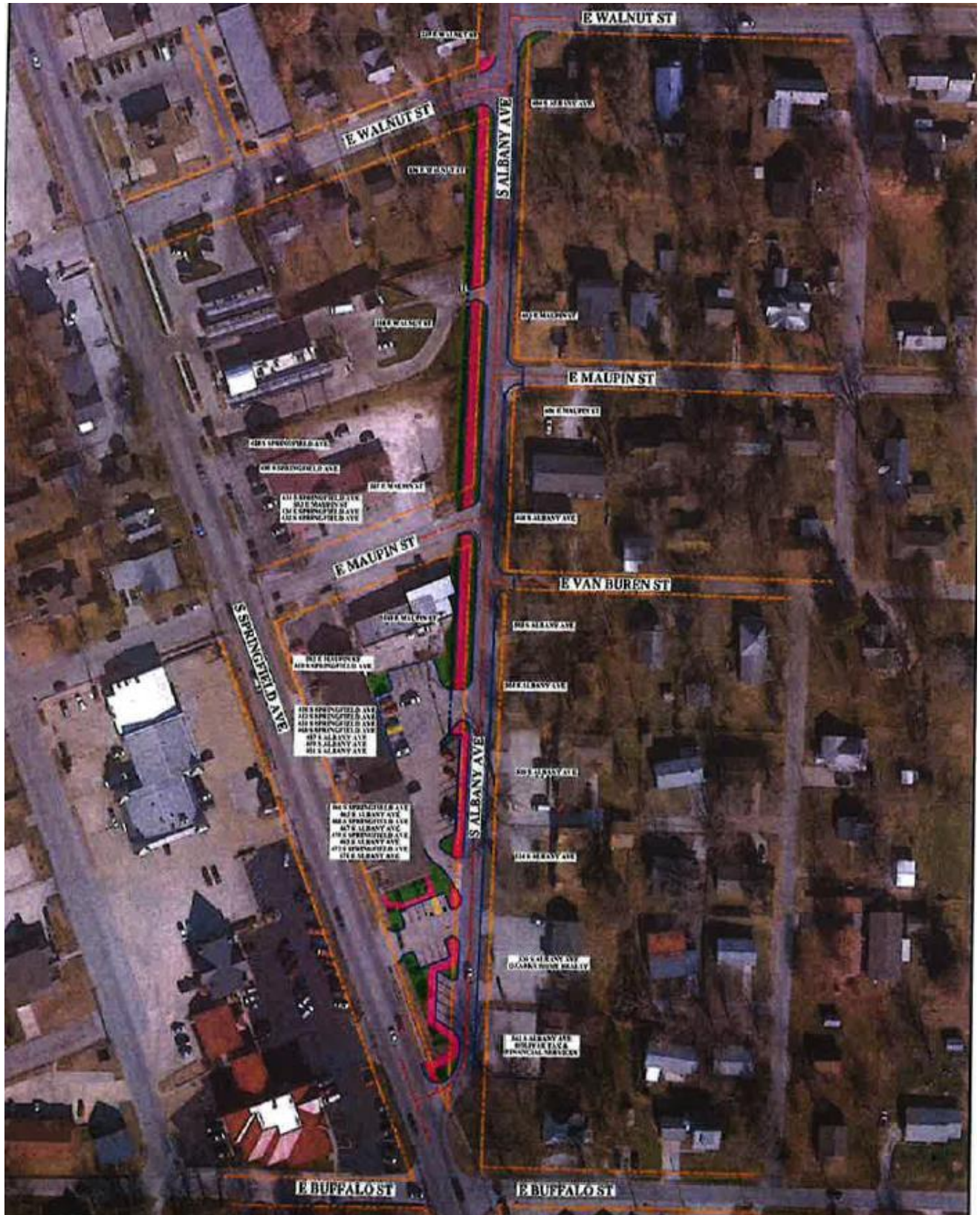
\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_  
Title \_\_\_\_\_

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



Exhibit A - Location of Project







## Exhibit B – Project Schedule

### Project Description:

TAP-6701807 will assist with the construction of a multi-use ADA compliant path to connect a highly trafficked portion of S. Albany Ave. between S. Springfield Ave. and E. Walnut St. and provide an enclosed drainage way to increase pedestrian safety in Bolivar, Polk County.

<b>Task</b>	<b>Date</b>
Date funding is made available or allocated to recipient	12/2022
Solicitation for Professional Engineering Services (advertised)	02/2023
Engineering Services Contract Approved	03/2023
Preliminary and Right-of-Way Plans Submittal (if Applicable)	09/2023
Plans, Specifications & Estimate (PS&E) Submittal	02/2024
Plans, Specifications & Estimate (PS&E) Approval	05/2024
Advertisement for Letting	06/2024
Bid Opening	07/2024
Construction Contract Award or Planning Study completed <b>(REQUIRED)</b>	11/2024

\*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

\*\*Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

Exhibit C - Required Contract Provisions  
Federal-Aid Construction Contracts

\*To be inserted prior to execution\*

**ORDINANCE COVER SHEET**

**Bill No. 2023-10**

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

**“AN ORDINANCE APPROVING A CONTRACT WITH THE MISSOURI  
HIGHWAYS AND TRANSPORTATION COMMISSION, FOR SIDEWALK  
IMPROVEMENTS.”**

**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 APPROVING A CONTRACT WITH THE MISSOURI  
HIGHWAYS AND TRANSPORTATION COMMISSION, FOR SIDEWALK  
IMPROVEMENTS.”**

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 Highways and Transportation Commission, for sidewalk repairs; 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**

CCO Form: DE65  
Approved: 12/07 (BDG)  
Revised: 12/21 (BDG)  
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
SIDEWALK IMPROVEMENTS AGREEMENT**

THIS AGREEMENT is made and entered into by and between the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and the City of Bolivar, Missouri (hereinafter, "City"), whose address is 345 S. Maine Ave. Bolivar, Missouri 65613.

WITNESSETH:

WHEREAS, the Commission owns and operates, as part of the State Highway System, Rt. 83 (Springfield Ave.) located within the City limits in Polk County; and

WHEREAS, the City is desirous of performing certain tasks related to the installation and maintenance of sidewalk improvements within the City limits.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained in this Agreement, the parties agree as follows:

(1) PROPOSAL: The City proposes and the Commission will allow the installation, including maintenance, of sidewalk improvements on Commission right-of-way as provided in this Agreement.

(2) LOCATION: The general location of the sidewalk improvements to be installed and maintained pursuant to this Agreement is along Route 83 (Springfield Ave.) from Walnut St. south to Albany Ave, City of Bolivar, Polk County, Missouri, as shown on the attachment marked as Exhibit A, which is incorporated herein by reference.

(3) COSTS: All costs associated with the construction of the proposed sidewalk improvements, including, but not limited to, signing, traffic signals, and traffic control during construction, will be borne entirely by the City, with no cost incurred by the Commission.

(4) PLANS: The City shall have detailed plans prepared at no cost to the Commission, which are to be submitted to the Commission's District Engineer for the Commission's review and approval. The Commission's District Engineer, in his/her sole discretion, may require modifications to the plans prior to approving the plans.

(5) TRAFFIC CONTROL DEVICES: All pavement marking, signs, and

traffic signals installed with the proposed improvements shall be in accordance with the latest revision of the *Manual on Uniform Traffic Control Devices for Streets and Highways*.

(6) RELOCATION: The City shall secure the removal, relocation or adjustment of any public or private utilities located on private easements or public right-of way, if the construction of the herein contemplated improvements so required, without cost to the Commission.

(7) INSPECTION: The City will allow inspection of the construction and maintenance activities of the herein contemplated improvements by the Commission's District Engineer, or his authorized representative, at any time and shall take no attempts to prevent said inspection. Within thirty (30) days following notice by the City to the Commission that construction is complete, the Commission will inspect the work to determine that it is acceptable. The sidewalk improvements will not be placed in operation until the Commission authorizes.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,500,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) OWNERSHIP AND MAINTENANCE: All improvements made pursuant to this Agreement within the state-owned right-of-way shall become the Commission's property. The City, at its sole cost and expense, is responsible for maintaining all sidewalks constructed or installed pursuant to this Agreement in fully operational, safe and aesthetically acceptable condition. All future alterations, modifications, or maintenance of the sidewalk improvements will be the responsibility of the City. Maintenance by the City will include, but is not limited to, crack repair, patching holes, removing litter, debris, trash, and leaves, and removal of snow and ice (through methods approved by the Commission). All sidewalks constructed pursuant to this Agreement shall be maintained in a condition safe for use of the sidewalks by the general public at all times. If the City fails to maintain the sidewalks in a safe condition, the Commission may cancel this Agreement and remove the sidewalks from Commission right of way or the Commission may maintain the sidewalks at the City's cost and expense.

(10) PERMITS: Before beginning work, the City shall secure from the Commission's District Engineer a permit for the proposed improvement. The City shall comply with any additional conditions placed on the permit by the Commission.

(11) BOND: The City shall secure sufficient bond, as determined by the Commission's District Engineer or his authorized representative, for the construction of the proposed improvement on Commission right-of-way.

(12) CONSTRUCTION OF IMPROVEMENTS: All construction of the proposed improvements shall be according to the latest editions of the Missouri Highways and Transportation Commission's *Standard Specifications for Highway Construction*, Standard Plans for Highway Construction, and the Missouri Department of Transportation's *Approved Products List for Traffic Signals and Highway Lighting*.

(13) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(14) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(15) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(16) CANCELLATION: The Commission may cancel this Agreement at any

time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(17) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(18) MISSOURI NONDISCRIMINATION CLAUSE: The City shall comply with all state and federal statutes applicable to City relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(19) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(20) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(21) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(22) NO INTEREST: By constructing and maintaining the sidewalk improvements on Commission right of way, the City gains no interest in Commission right-of-way whatsoever. The Commission shall not be obligated to keep the constructed improvements in place if the Commission, in its sole discretion, determines removal or modification of the improvements is in the best interests of the state highway system. In the event the Commission decides to remove the improvements, the City shall not be entitled to a refund of the funds expended by the City pursuant to this Agreement.

(23) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(24) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(25) ENTIRE AGREEMENT: This Agreement represents the entire



understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(26) DURATION: Unless otherwise terminated pursuant to (9) or (16), above, or through mutual agreement of the parties, this Agreement shall be in effect for a continuing duration upon execution of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on \_\_\_\_\_.

Executed by the Commission on \_\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF BOLIVAR

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

By \_\_\_\_\_

Secretary to the Commission

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_  
Title \_\_\_\_\_

Ordinance Number: \_\_\_\_\_

Exhibit A



**ORDINANCE COVER SHEET**

**Bill No. 2023-11**

**Ordinance No.**

**“AN ORDINANCE APPROVING FUND TRANSFERS FROM THE  
AMERICAN RESCUE FUND TO VARIOUS FUNDS FOR THE  
FISCAL YEAR ENDING 2022 APPROVED EXPENSES 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;** \_\_\_\_\_ **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:** \_\_\_\_\_.

**Bill No. 2023-11**

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

**“AN ORDINANCE APPROVING FUND TRANSFERS FROM THE  
AMERICAN RESCUE FUND TO VARIOUS FUNDS FOR THE  
FISCAL YEAR ENDING 2022 APPROVED EXPENSES 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 does hereby approve an ordinance approving a funds transfer from the American Rescue Fund to the General Checking Account for approved expenses in various funds for the City of Bolivar’s Year End 2022. Fund accounts outlined in the attachment(s) hereto labeled 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**

**EXHIBIT**

FUNDS TRANSFER FROM ARPA FUND TO VARIOUS FUNDS APPROVED EXPENSES FROM 2022

<b>FUNDS TRANSFER OUT</b>	<b>ARPA FUND</b>	<b>(\$535,580.00)</b>
<b>FUNDS TRANSFER IN</b>	<b>GENERAL CHECKING</b>	
	22-422-4900 STREET FUND	\$500,000.00
	ORDINANCE 3596 EMERY SAPP STREET PAVING	
	11-406-4900 POLICE FUND	\$35,580.00
	ORDINANCE 3684 WATCHGUARD/MOTOROLA SOLUTIONS BODY CAMERA ANNUAL LEASE PAYMENT	

**ORDINANCE COVER SHEET**

**Bill No. 2023-13**

**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 Police Department for at least twenty-four (24) 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 twenty-four (24) 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 twenty-four (24), then multiplied by the number of months less than twenty-four (24) 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. 2023-14**

**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 385.070 – 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.* 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 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.

*E. 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 business days (i.e. not counting weekends or holidays) from the date of mailing such notice for compliance. If, at the end of five business 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 business 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 business days to request a hearing on the matter. If at the end of five business days no hearing has been requested, the removal shall be final. If a hearing is requested, such hearing shall be held within five business 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.

F. *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) 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.

G. *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 (F)(2) and (F)(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 (F)(2) and (F)(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.

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**Christopher Warwick, Mayor**

**ATTEST:**

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**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**