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PH 10/6/2023

**BOARD OF ALDERMAN
WORK SESSION
CITY HALL, 345 S. MAIN, BOLIVAR, MO 65613
TUESDAY, OCTOBER 10th, 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

1. Strategic Planning Presentation: Don Harkey, People Centric CEO
2. Citizen Commission Update
3. Creation of Capital savings accounts
4. 50/50 Conservation Land Grant review/update: Todd Schrader, Parks and Recreation Superintendent
5. Pool Roof Slider #2 Repairs
6. Bill No 2023-73: An ordinance authorizing an agreement with APAC-Central, Inc for a street asphalt and resurfacing project.
7. Bill No 2023-74: An ordinance authorizing an agreement with Ozarks Coca-Cola Bottling for an exclusive beverage agreement and pricing for the City.
8. Adjournment

**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, October 10th, 2023 for the purpose of transacting any lawful business that might be brought before said Council at said meeting.




Christopher Warwick, Mayor


Paula Henderson, City Clerk

Posted: 10/6/2023 3:45 PM

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.

2023 Strategic Plan

City of Bolivar



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Executive Summary

A strategic plan is an intentional, formal act of evaluating and understanding your organization in relation to the world around your organization, which can create an effective plan of action that maximizes your potential. Strategic planning provides a clear direction for your organization.

This plan was created after a 3-hour session on July 20, 2023 with participants from staff and Council as well as input from the Bolivar Comprehensive Plan. The goal of this plan is to create focused areas to align the staff and Council specifically related to the City of Bolivar organization, not to create goals for the community of Bolivar, MO.

The Key Objectives below are the driving force behind your direction as an organization. Key Objectives are the items your organization has chosen and agreed to focus on and complete for 2023-2024.

Key Objectives
1. Plan for New Revenue
2. Increase Community Engagement
3. Improve internal communication, build relationships, improve Net-Promoter Score
4. Work to be Fully Staffed (overstaff at times), upgrade pay scale
5. Upgrade Work Environment & Technology

For the past several years, the City of Bolivar has faced significant budgeting challenges. The sale of the Bolivar utility to Liberty Utilities has allowed the City to pay off debt and build reserves. The pandemic also created some uncertainty regarding tax revenue in recent years resulting in very conservative budgets. The result is that the City hasn't been investing as much as it should in to capital improvements, staff, and technology. This lack of investment has negatively impacted the employee experience despite gains in engagement over the past couple of years.

The strategic planning participants talked about the importance of staff as a strength of the City. The participants felt that the staff is friendly, dedicated, and knowledgeable. However, there remain opportunities to improve communication and collaboration across the various departments within the City. There is a feeling that the sale of the utility along with some recent management turnover have created an opportunity to "turn the page" culturally and to build trusted relationships between departments. Staffing shortages in many areas continue to impact morale.

The focus of this strategic plan can be summed up working to become "fully staffed and fully funded". This starts with funding. The City of Bolivar does not have the revenue it needs to sustainably support existing services, therefore new revenue sources will be needed, or services will need to be cut. To help to determine which path to take, the City will need to hear from the community through increased engagement. The City also requires additional funding to remain competitive for labor.

At the same time, the City will continue to focus on improving internal communication and trust, especially across various departments. Improving the overall employee experience is critical to working towards being fully staffed, especially in the highly competitive employment market that will continue through this decade. The City will also embrace technology and work environment improvements to improve the employee experience and increase efficiencies.

The following is a detailed assessment of the Strategic Plan, developed in July of 2023.



City of Bolivar's Key Objectives

To ensure success, your organization's Key Objectives must continuously be evaluated and revisited. This will help focus everyone with a clear direction and hold everyone accountable to excel both in their roles and as an organization.

Key Objectives
1. Plan for New Revenue
2. Increase Community Engagement
3. Improve internal communication, build relationships, improve Net-Promoter Score
4. Work to be Fully Staffed (overstaff at times), upgrade pay scale
5. Upgrade Work Environment & Technology

City of Bolivar's Identity

Core Values

Core Values give your organization its unique motivation. They consist of standards, morals, ethics, ideals, principles and beliefs that help define your organization's common purpose and passion in tangible pieces.

Core Values
Pride – Our passion is our common purpose. We take pride in our work, our team, and our community.
Collaborative Communication - We believe the strength of our community and our team is our people and our different perspectives. We don't always agree, but we are always better together. We strive to turn "they" into "we."
Trusted Relationships - We work hard to build trusted relationships both internally and externally.

Mission & Vision

A mission and vision serve as foundations for making all kinds of decisions within an organization. It gives your organization a clearly stated purpose, which motivates your people and aligns them as an organization. A mission is the main thing an organization does and why they do it. A vision is what your ideal future looks like. A STEP Team, running concurrently with this planning process, has drafted the following:

Mission

A mission is the main thing your organization does and why everyone does it. It expresses what your organization does in an internal and meaningful way. A simple formula to help discover a mission statement is Strengths + Values = Mission Statement.

To enhance the Bolivar community by providing quality civic services.

Vision

A vision statement is what your ideal future looks like. It should be an inspiring and compelling message that creates a purpose for employees and gives direction to what success looks like.

To support the patrons of Bolivar as they pursue their best lives.



City of Bolivar's SOAR

Understanding your organization's current environment, while thinking forward are two key factors to successful direction.

Strengths

By evaluating the areas in which your organization excels and does its best work, it allows your people to have a better understanding of who they are in the organization.

STRENGTHS
People care – committed and dedicated
Friendly
Knowledgeable
Doing the best with resources available
Striving for professionalism
Innovative
Responsible
Wide variety of talents & skills
Accountability
We go the extra mile
Team oriented, outside and in

Opportunities

There are many opportunities that can help fill the gaps or needs of your organization. These opportunities are advantageous for your organization to identify to know what your teams can work towards.

OPPORTUNITIES
Communication – Internal & External
Work Environment – Technology, Infrastructure
Retention
Transparency
Community engagement, trust with community
Positive reinforcement, positive mindset
Trusting our team members
Training & Advancement
Mentoring
Clear processes internally, organization
Compensation
Updated Policies
Accountability
Education to create unity
Additional Revenue
Build internal relationships / team building / recognition
Budget communication / understanding



Aspirations

By recognizing aspirations and results, your organization can analyze ways to identify, optimize, and track success. The following Aspirations come directly from the Bolivar Comprehensive Plan.

ASPIRATIONS (from Comprehensive Plan)
A. Preserve Bolivar's history and historic resources for future generations.
B. Promote and create an attractive, inclusive, and welcoming community with unique offerings for all residents and visitors (placemaking).
C. Support community health and well-being of all generations in our community.
D. Provide high quality public safety and foster a sense of security for residents and visitors
E. Bolster parks and recreation amenities
F. Ensure Bolivar is resilient and environmentally sustainable for future generations
G. Protect our community's natural assets and green space (and water quality)
H. Enhance education opportunities for all ages and abilities to prepare Bolivar's workforce for the jobs of the future
I. Attract and retain the student population
J. Ensure Bolivar's economy is sustainable, resilient, and robust
K. Create connected, quality neighborhoods
L. Support a range of housing types and prices to meet the market demand and resident needs across all life stages and abilities
M. Develop a safe, efficient transportation network that connects and accommodates a variety of modes and users
N. Provide infrastructure, utilities, and facilities that are flexible, efficient, and support a high quality of life

Results

In a year, if everything went amazing, what happened? Results are the outcomes to the things your organization is working towards.

RESULTS
Fully Staffed
People Feel Valued
Reduced Turnover
Fully Funded
Resources Available



ORDINANCE COVER SHEET

Bill No. 2023-73

Ordinance No.

**“AN ORDINANCE AUTHORIZING AN AGREEMENT WITH
APAC-CENTRAL, INC. FOR A STREET ASPHALT AND
RESURFACING PROJECT.”**

Filed for public inspection on October 6th, 2023.

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

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

Vote by the Board of Aldermen on: _____.

_____ Aye; _____ Nay; _____ Abstain

_____ Approved by the Mayor on _____.

_____ Vetoed by the Mayor on _____.

Board of Aldermen Vote to Override Veto on _____.

_____ Aye; _____ Nay; _____ Abstain

Bill Effective Date: _____.

**“AN ORDINANCE AUTHORIZING AN AGREEMENT WITH
APAC-CENTRAL, INC. FOR A STREET ASPHALT AND
RESURFACING PROJECT.”**

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 APAC-Central, Inc for an asphalt and street resurfacing project; with such contract pricing and terms to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

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

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

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk

CERTIFICATION

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

Paula Henderson, City Clerk

AGREEMENT FOR SERVICES

This Agreement for Services (hereinafter referred to as the "Agreement") is made and entered into this 27th day of September, 2023, between **The City of Bolivar Missouri, a Missouri Municipal Corporation** (hereinafter referred to as "the City"), and APAC-Central, Inc. (hereinafter referred to as the "Contractor.") If the Contractor is more than one person or entity, then each is jointly and severally liable for the terms of this Agreement.

Purpose. The purpose of this Agreement is to obligate the Contractor to provide certain services to the City as specified below; and to obligate the City to compensate the Contractor for its services in accordance with the terms hereof; and to establish their respective obligations to one another with respect thereto.

THE CITY AND THE CONTRACTOR MUTUALLY AGREE TO THE FOLLOWING TERMS AND CONDITIONS

1. **Acknowledgement of Receipt of Bid Packet.** The parties acknowledge that the City has received a bid package/proposal from the Contractor in regards to the City's Bid Specifications from the 7th day of September, 2023. The bid package/proposal is attached hereto as an exhibit and is incorporated into this Agreement by reference as if fully set forth herein. The bid package/proposal documents will be collectively referred to herein as the "Proposal." Although the intent of the parties is for the terms of this Agreement to read in harmony with the terms of the Proposal, in the event that there are conflicts between the terms of this Agreement and the terms of the Proposal, then the terms of this Agreement will control over the terms contained in the Proposal (notwithstanding the fact that the Proposal is incorporated into this Agreement).
2. **Scope of Services.** Contractor will furnish all labor, equipment, and material and shall perform all work necessary to complete all improvements as detailed in the Proposal in a good and substantial manner, and in strict accordance with this Agreement.
3. **Contract Price for Services** The City will pay the Contractor the compensation due him by reason of said faithful performance of the work, in the amount specified in accordance with the provisions of the Proposal. Payment by the City will be due upon Contractor's completion of the work and its acceptance by the City, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the Proposal. Notwithstanding the foregoing provisions, no alterations or modifications of the original Proposal will be binding on any party hereto unless such alteration or modification is: (i) made in writing; and (ii) signed by all parties; and (iii) is attached to this Agreement.
4. **Authorized Employees.** Contractor acknowledges that Section 285.530 RSMo. prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of Subsection 1 of Section 285.530 RSMo., and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the project, and that its employees are lawfully eligible to work in the United States.

5. Safety Training:

- a. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program as required by Section 292.675 RSMo.;
- b. If any on-site employees had not previously completed a construction safety program, Contractor shall require those on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences;
- c. Contractor acknowledges and agrees that any of the Contractor's employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project; and
- d. Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675 RSMo.

6. Notice of Penalties for Failure to Provide Safety Training:

- a. Pursuant to Section 292.675 RSMo., Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its subcontractor, for each calendar day, or portion thereof, that such on-site employee is employed without the construction safety training required as specified above;
- b. The penalty described in Subsection "a" of this Section shall not begin to accrue until the time periods described in Sections 5, "b" and "c" have elapsed;
- c. Violations of Section 5 above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations; and
- d. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675 RSMo., has occurred and that a penalty as described in this Section shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

7. American Products Policy. The parties acknowledge that the City of Bolivar has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States. Whenever possible, the Contractor is requested and encouraged to use products manufactured or produced in the United States in the performance of this Agreement whenever the quality and price are comparable with other goods.

8. Prevailing Wages. To the extent required under the State of Missouri's prevailing wages laws for public works contracts, §§ 290.210 *et seq.*, the parties stipulate that the Contractor is responsible for

ensuring that not less than the prevailing hourly rate of wages shall be paid to all workmen performing work under this Agreement.

9. Notice of Penalties for Failure to Provide Prevailing Wages. To the extent required under the State of Missouri's prevailing wages laws for public works contracts, §§ 290.210 *et seq.*, the Contractor shall forfeit to the City of Bolivar one hundred dollars (\$100.00) for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the stipulated prevailing hourly rate for any work done this Agreement, by him or by any subcontractor under him.

10. Notices: Any notices authorized or required to be given hereunder may be personally delivered to the person or persons whose names appear below, or by depositing the same in the United States mail, postage fully prepaid, certified, return receipt requested, and if intended for the City addressed as follows:

City of Bolivar
ATTN: City Administrator
P.O. Box 9
Bolivar, Missouri 65613

and if intended for the Contractor addressed as follows:

APAC-Central, Inc.
P.O. Box 1187(65801)
4580 W. Calhoun
Springfield, MO 65802

Either party will notify the other party as soon as is practicable upon the change of address for notification purposes. If properly addressed and mailed pursuant to the terms of this paragraph, delivery of notices will conclusively be deemed to have been made two days after mailing.

11. Assignment: Neither party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

12. Waiver: All parties to this Agreement agree that the failure of any party to this Agreement to strictly enforce any term of this Agreement will not ever result in a waiver of such party to subsequently enforce the conditions of this Agreement.

13. Costs of Collection and Attorneys Fees: If the City in its sole judgment deems it necessary to retain an attorney as a result of a breach or alleged breach of this Agreement, the party who is found or adjudicated to be delinquent or otherwise in breach will reimburse the non-defaulting or non-breaching party for all costs, including reasonable attorney fees, incurred by the party not in default or not in breach.

14. Severability. In the event that any provision, paragraph, or sub-paragraph of this Agreement is declared to be invalid for any reason, it will not affect the validity of any other provision of this Agreement, and all other provisions, paragraphs and sub-paragraphs will remain in full force and effect.

15. Complete Agreement. It is agreed and understood by all parties to this Agreement that this instrument constitutes the entire agreement between the parties, and that the terms and provisions of this Agreement are contractual and not mere recitals. No additional promises, agreements, and conditions have been entered into other than those expressly set forth in this Agreement. This Agreement may not be modified or amended without the written, signed consent of all parties to this Agreement.

16. **Governing Law.** This Agreement will be construed and enforced under the laws of the State of Missouri.

17. **Binding Effect.** This Agreement will be binding upon and will inure to the benefit of City, and their respective successors and assigns, and upon the Contractor, and their heirs, personal representatives, successors and assigns.

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

City of Bolivar, Missouri



Mayor

City Clerk, Attest

Signature of Contractor, or Contractor's Agent

APAC Central, Inc.

Contractor Douglas Fronick, Estimating Mgr.

58-1401469

EIN Number

10/4/23
DATE

10/4/23
DATE

September 27, 2023
DATE

417-868-6700
Telephone Number

2023 STREET LIST – BP2 ASPHALT BID FORM

Name of Bidder: DRAFT APAC-Central, Inc.
 Address of Bidder: P.O. Box 1187, Springfield, MO 65801

*Pricing should reflect the City's right to accept any or all and reject any or all of the streets listed on the list below *City may add additional streets to listing if necessary.

Bid 1 – 2023 Street Resurface List – Asphalt

\$97.00 Machine Laid Overlay price per ton (all footage is approximate)
\$100.00 Machine Laid Wedging price per ton (all footage is approximate)

2"- W Fair Play	350' x 27'	<u>116</u>	Tons + \$	<u>500.00</u>	Milling = \$	<u>11,703.50</u>	Total
2"- W Chestnut	865' x 24'	254	Tons + \$	500.00	Milling = \$	25,112.13	Total <i>Removed.</i>
2"- E Freeman	2650' x 22'	<u>713</u>	Tons + \$	<u>500.00</u>	Milling = \$	<u>69,617.89</u>	Total
2"- N Chicago	565' x 22'	<u>152</u>	Tons + \$	<u>500.00</u>	Milling = \$	<u>15,236.46</u>	Total
2"- N Boston Ave	270' x 22'	<u>73</u>	Tons + \$	<u>500.00</u>	Milling = \$	<u>7,542.20</u>	Total
2"- N Boston Ave	525' x 24'	<u>154</u>	Tons + \$	<u>500.00</u>	Milling = \$	<u>15,438.00</u>	Total
2"- N Market	658' x 24'	<u>193</u>	Tons + \$	<u>500.00</u>	Milling = \$	<u>19,222.29</u>	Total
2"- E San Martin	1100' x 30'	<u>403</u>	Tons + \$	<u>9000.00</u>	Milling = \$	<u>48,123.33</u>	Total
2"- S Denver Pl	320' x 30'	<u>117</u>	Tons + \$	<u>2900.00</u>	Milling = \$	<u>14,281.33</u>	Total
2"- S Oakland	2260' x 26'	<u>718</u>	Tons + \$	<u>500.00</u>	Milling = \$	<u>70,163.24</u>	Total
2"- S Missouri	280' x 18'	<u>62</u>	Tons + \$	<u>500.00</u>	Milling = \$	<u>6,475.20</u>	Total
2"- S Chicago	945' x 20'	<u>347</u>	Tons + \$	<u>500.00</u>	Milling = \$	<u>34,110.50</u>	Total
2"- E Walnut	440' X 35'	<u>188</u>	Tons + \$	<u>3800.00</u>	Milling = \$	<u>22,057.66</u>	Total

Portions of North Market north of Parkview is a shared road with Special Road District:

2"- N Market 1950' X 18' 429 Tons + \$ 500.00 Milling = \$ 42,113.00 Total

2023 Milling Work

N/A Square Yard Concrete Milling
 \$5.00 PER Square Yard Asphalt Milling

PERFORMANCE BOND	BOND NUMBER 9437659
PRINCIPAL <i>(Legal Name and Business Address)</i> APAC - Central, Inc. 4580 W. Calhoun Springfield, MO 65802	
SURETY <i>(Legal Name and Business Address)</i> Fidelity and Deposit Company of Maryland 1299 Zurich Way, 5th Floor Schaumburg, IL 60196-1056	STATE OF INCORPORATION Illinois
PENAL SUM OF BOND <i>(Expressed in words and numerals)</i> Three Hundred Seventy Six Thousand Eighty Four and 50/100 \$376,084.50	CONTRACT DATE September 27, 2023

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above-named SURETY hereby bind themselves unto **CITY OF BOLIVAR, MO**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: 2023 Street Improvements

Project Location: Bolivar, MO

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way

WITNESS

In witness whereof, this instrument is executed this the 29th day of September 2023.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: APAC - Central, Inc.

Signature: Ronda Stidham

Signature: [Signature]

Name and Title: Ronda Stidham
(Affix Corporate Seal) Witness

Name and Title: Douglas Fronick
Estimating Manager

SURETY:

ATTEST:

Surety Name: Fidelity and Deposit Company of Maryland

Signature: Rita Alfano

Signature: [Signature]

Name and Title: Rita Alfano, Witness
(Affix Seal)

Name and Title: Kimberly Leonard, Attorney-in-Fact
(Attach Power of Attorney)

OWNER ACCEPTANCE:

The OWNER approves the form of this Payment Bond.

ATTEST:

Date: 10/4/23

Signature: [Signature]

Signature: Paul Henderson

Name and Title: Christopher D. W...
(Affix Seal)

Name and Title: Paul Henderson, City Clerk



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Kimberly Leonard, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

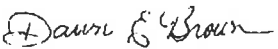
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 27th day of September, A.D. 2023.

ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**


By: **Robert D. Murray**
Vice President




By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 27th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

**GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY MD
My Commission Expires JANUARY 27, 2026**



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 29th day of September, 2023.



A handwritten signature in blue ink, appearing to read "Thomas O. McClellan".

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfelaims@zurichna.com
800-626-4577

THE FIDELITY AND DEPOSIT COMPANY

of Maryland
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition As Of December 31, 2022

ASSETS

Bonds.....	\$ 219,365,765
Stocks	17,619,752
Cash and Short-Term Investments	2,767,685
Reinsurance Recoverable	12,309,422
Federal Income Tax Recoverable	0
Other Accounts Receivable	32,200,768
Total Admitted Assets	<u>\$ 284,263,392</u>

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 545,031
Ceded Reinsurance Premiums Payable	42,850,834
Remittances and Items Unallocated	0
Payable to parents, subs and affiliates	0
Securities Lending Collateral Liability.....	0
Total Liabilities	<u>\$ 43,395,865</u>
Capital Stock, Paid Up	\$ 5,000,000
Surplus.....	<u>240,867,527</u>
Surplus as regards Policyholders	<u>240,867,527</u>
Total	<u>\$ 284,263,392</u>

Securities carried at \$78,455,274 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2022 would be \$266,908,407 and surplus as regards policyholders \$223,512,542.

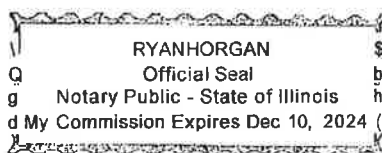
I, LAURA J. LAZARCZYK, Corporate Secretary of the Fidelity and Deposit Company of Maryland, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2022.

Laura J. Lazarczyk

Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2023.



Notary Public

affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - c. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.
 - d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.
3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

ORDINANCE COVER SHEET

Bill No. 2023-74

Ordinance No. _____

“AN ORDINANCE APPROVING A CONTRACT WITH THE OZARKS COCA-COLA/DR. PEPPER BOTTLING COMPANY, FOR AN EXCLUSIVE BEVERAGE AGREEMENT AND PRICING FOR THE CITY.”

Filed for public inspection on _____.

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

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

Vote by the Board of Aldermen on _____:

_____ Aye; _____ Nay; _____ Abstain

_____ Approved by the Mayor on _____.

_____ Vetoed by the Mayor on _____.

Board of Aldermen Vote to Override Veto on _____.

_____ Aye; _____ Nay; _____ Abstain

Bill Effective Date: _____.

“AN ORDINANCE APPROVING A CONTRACT WITH THE OZARKS COCA-COLA/DR. PEPPER BOTTLING COMPANY, FOR AN EXCLUSIVE BEVERAGE AGREEMENT AND PRICING FOR THE CITY.”

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

Section I: The City hereby ratifies and has authorized an agreement with the Ozarks Coca-Cola/Dr. Pepper Bottling Company for an exclusive beverage agreement and pricing for the City, 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 was at all times 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

City of Bolivar Exclusive Beverage Agreement

This agreement is made as of October 1, 2023 by and between the City of Bolivar, Bolivar, MO (the “Customer”) and Ozarks Coca-Cola/Dr Pepper Bottling Company, Springfield, MO (the “Bottler”). The purpose of this document is to describe the terms of the mutual promises for an exclusive beverage agreement with the City of Bolivar, (“Agreement”). In consideration of the mutual promises contained herein, we agree as follows:

1. Term

The term of the Agreement begins on October 1, 2023 and ends on September 30, 2028 unless mutually extended by written agreement of the parties or unless terminated as provided herein (“Term”). As used herein, “Agreement Year” means the twelve (12) month period beginning with the first day of the Term.

2. Consideration

For and in consideration of the exclusive rights herein granted, the Bottler agrees to provide the Customer the following:

- a. \$6.00 per 24-count equivalent case rebate on all 20oz bottled products, paid semi-annually.
- b. \$3.00 per 12-count equivalent case rebate on all 16-20oz bottled products, paid semi-annually.
- c. 84 cases of 24-count, 16.9oz Dasani bottled water free per agreement year.
- d. 15 cases of 24-count bottled products free per quarter for administration use.
- e. 40% commission on all revenues generated from the sale of 20oz products through bottler’s full service vending program.

3. Product Packaging, Pricing and Vend Rates

2023-2024 product pricing is listed on Exhibit A.

4. Exclusivity

Except as otherwise specifically provided herein, the Customer agrees that at all times during the Term of this Agreement (and any renewal Term), all beverages sold, distributed, dispensed, sampled, advertised, marketed or promoted at or in connection with any of the Customer properties in this document will be the Bottler’s products and be purchased directly from Ozarks Coca Cola Bottling Company. If any beverages other than the Bottlers products are sold, distributed, dispensed, sampled, advertised, marketed or promoted in any fashion with respect to any the Customer, locations, the Bottler shall have the right to immediately terminate this Agreement and be entitled to proceed against the Customer for all legal or equitable remedies available to the Bottler.

5. Equipment

During the Term, the Bottler will loan all necessary equipment that is reasonably required in the Bottlers discretion to dispense the products at all locations. It is expressly agreed that all equipment shall at all times remain the sole and absolute property of the Bottler. Furthermore, the Bottler will provide reasonable service to the equipment at no charge. The Customer agrees that no equipment is to be moved or removed from any location without prior written consent of the Bottler. The Customer shall be responsible and shall

indemnify and hold the Bottler harmless with respect to any loss and/or damage to the equipment; however, reasonable wear and tear is accepted.

6. Termination and Remedies

- a. In addition to any other legal or equitable remedy, the Customer will have the right to terminate this Agreement if at any time the Bottler breaches any material term or condition of this Agreement, and if the Bottler fails to cure such breach within thirty (30) calendar days from the date of the Bottlers receipt of written notice of such breach.
- b. In addition to any other legal or equitable remedy, Bottler will have the right to terminate this Agreement if at any time the Customer breaches any material term or condition of the Agreement, or if the Customer breaches any warranty or representation made herein, and the Customer fails to cure such breach within thirty (30) calendar days from the date of the Customer's receipt of written notice of such breach.
- c. The parties acknowledge that the rights granted to the Bottler herein are unique and of peculiar value the loss of which cannot be fully compensated by monetary damages in an action at law or any application of other remedies described herein. As a result, the Customer acknowledges and agrees that, in addition to any other available remedies, in the event of a material impairment, restriction or limitation of any of the Bottler's rights hereunder, the Bottler will be entitled to seek and obtain equitable relief, including an injunction requiring full compliance with this Agreement along with all of the Bottlers costs, expenses and reasonable attorney fees.

7. Warranties and Representations

- a) The Customer has full power and authority to enter into this Agreement and to grant and convey to the Bottler the rights set forth herein.
- b) All necessary approvals for the execution, delivery and performance of this Agreement by the Customer have been obtained, and this Agreement has been duly executed and delivered by the Customer and constitutes a legal and binding obligation of the Customer enforceable in accordance with its terms.
- c) The Customer has not entered into and will not enter into during the Term (1) any agreement with any third party which would prevent it from fully complying with the terms and conditions of this Agreement, or (2) any agreement with any third party granting any rights, which are inconsistent with the rights, granted to the Bottler pursuant to this Agreement.

8. Right of First Negotiation

Prior to termination of the Agreement, the Customer agrees to negotiate with the Bottler in good faith regarding any similar agreement. As used herein, the Right of First Negotiation means the Customer shall negotiate with the Bottler for a period of thirty (30) days prior to the expiration of this Agreement and thereafter the Customer shall be free to negotiate with any person or authority.

9. Miscellaneous

Both parties agree that, except as otherwise provided herein, neither this Agreement nor any part thereof shall be assigned or otherwise transferred by either party without the prior written consent of the other party. This Agreement shall constitute the final, complete and exclusive written expression of the intentions of the parties hereto with respect to this subject matter of this Agreement and supersedes all previous

communications, representations, agreements, promises or statements either oral or written by or between each party. This Agreement may be amended only by writing, which is executed by each of the parties hereto. The parties herein are acting as independent contractors and independent employers. Nothing herein contained shall create or be construed as creating a partnership, joint venture arrangement or agency relationship between the parties and no party shall have the authority to bind the other in any respect. Except as otherwise provided herein, no party shall obtain, by this Agreement, any right, title or interest in or to the trademarks of the other, not shall this Agreement give any party the right to use, refer to or incorporate in marketing or other materials the names, logos, trademarks or copyrights of the other.

By signing below, the duly authorized officer of the parties has executed this Agreement as of the date first above written.

The City of Bolivar
Bolivar, MO

Ozarks Coca-Cola/Dr Pepper Bottling Co.
Springfield, Missouri



By: _____

By: _____

Printed Name: _____

Printed Name: Mark Glenn

Title: _____

Title: Account Executive II

Date: _____

Date: 9/28/2023

Exhibit A

<u>Package</u>	<u>Case</u>	<u>Vend Rate</u>
20 oz Sparkling Soft Drinks	\$24.36	\$2.00
20 oz Dasani	\$19.69	\$2.00
20 oz PowerAde	\$24.36	\$2.00
20 oz Lemonade	\$24.36	\$2.00
18.5 oz Gold Peak Iced Tea (12 count)	\$17.28	\$2.00

All products listed above come 24 units to the case unless otherwise noted.

Annual pricing to not increase by more than 4% annually.

Full product and price books available upon request.