

1. Agenda

Documents:

[CITY COUNCIL AGENDA 05 28 19.PDF](#)

2. Minutes

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[CITY COUNCIL MINUTES 05 28 19.PDF](#)

3. Meeting Materials

Documents:

[COUNCIL PACKET 05 28 19\(1\).PDF](#)

Council Agenda
City of Carthage, Missouri
Tuesday, May 28, 2019
6:30 PM- Council Chambers

1. Call to Order

2. Invocation

3. Pledge of Allegiance to Flag

4. Calling of the Roll

5. Reading and Consideration of Minutes of Previous Meeting

6. Presentations/Proclamations

7. Public Comments

(Each person addressing the Council shall state their name and address or the organization or firm represented and is limited to no more than five (5) minutes. The time may be extended by the chair if deemed necessary. Once a person has had their say on a particular issue they are not permitted to once again speak on the issue unless called to answer any further questions by the Council or Chair)

8. Reports of Standing Committees

9. Reports from Special Committees and Board Liaisons

10. Report of the Mayor

11. Reports/Remarks of Councilmembers

(Each Councilmember is limited to no more than two (2) minutes. The time may be extended by the Chair if deemed necessary. Once a Councilmember has had their say on a particular issue they are not permitted to once again speak on the issue unless permitted by the Chair)

12. Administrative Reports

13. Report of Claims Presented Against the City

14. Public Hearings

15. Old Business

1. C.B. 18-30- An Ordinance amend Chapter 4, Articles I and II of the Code of Carthage regarding Animals, to repeal the language regarding the managed care of Feral Cats. (Public Safety)

2. C.B. 19-19- An Ordinance authorizing the Mayor to enter into a contract with Simmons Bank for Banking Services. (Insurance, Audit & Claims)

3. C.B. 19-20- An Ordinance authorizing the Mayor to execute a Supplemental Agreement between the City of Carthage, the Missouri Highway and Transportation Commission and the Missouri & Northern Arkansas Railroad Company, Inc. providing for the installation of various safety improvements at an existing public highway/rail grade crossing in Carthage, Missouri, where Chestnut Street intersects Railroad's track at a point known as DOT Crossing #434 (Public Works/Admin. Staff)

16. New Business

1. C.B. 19-21- An Ordinance authorizing a special use permit for the operation of private helicopter rides at the Forest Park Baptist Church, 2535 S. Gran Avenue, City of Carthage, Jasper County, Missouri. (Planning & Zoning)

2. C.B. 19-22- An Ordinance authorizing a special use permit for the operation of a Carnival to be located at the Fair Acres Sports Complex (East George Phelps Blvd.) in the City of Carthage, Jasper County, Missouri. (Planning & Zoning)

17. Mayor's Appointments

- **Hospital Board**
- **Over 60 Center Liaison**

18. Resolutions

1. Resolution 1870- A Resolution approving the recommendation of the McCune-Brooks Regional Hospital Trust for the distribution of funds from the Restricted Trust Fund to the City of Carthage. (McCune Brooks Regional Hospital Trust)

2. Resolution 1871- A Resolution approving the recommendation of the McCune-Brooks Regional Hospital Trust for the distribution of funds from the Restricted Trust Fund to the Fair Acres Family YMCA. (McCune Brooks Regional Hospital Trust)

19. Closing Comments

20. Executive Session

21. Adjournment

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING.

Minutes Of The Meeting Of The City Council
City of Carthage, Missouri
May 28, 2019

The Carthage City Council met in regular session on the above date at 6:30 PM in the City Hall Council Chambers with Mayor Dan Rife presiding. Fire Chief Roger Williams gave the invocation and Police Chief Greg Dagnan led the flag salute.

The following Council Members answered roll call: Mike Daugherty, Ceri Otero, Darren Collier, Alan Snow, Kirby Newport, Ed Barlow, Juan Topete, James Harrison, and Ray West. Council Member David Armstrong was absent. City Administrator Tom Short and City Attorney Nate Dally were present.

The following Department Heads were present: Police Chief Greg Dagnan, Fire Chief Roger Williams, Public Works Director Zeb Carney, Parks Director Alan Bull, and City Clerk Traci Cox.

Mr. Daugherty made a motion, seconded by Mr. Collier, to approve the minutes of the May 14, 2019 Council Meeting. Motion carried unanimously.

Mayor Rife presented Parks Director Alan Bull a plaque honoring him for his 44 years of dedicated service to the City of Carthage.

During Citizen's Participation Period: Jonathan Roberts, representing Carthage YMCA, discussed the benefits of passing Resolution 1871. The Carthage YMCA plans to purchase the Game On building to turn it into a Youth Activity Center that will focus on children from birth to 18 years of age with programs and activities. The facility would offer a new indoor playground, inflatables, activity teen center, onsite counseling, free wi-fi, family activities, cooking classes, facilities for meetings, and free meals to help with food insecurity problems. Jack Crusa, McCune Brooks Regional Hospital Trust board member, spoke in support of Resolution 1871 as well.

Mr. Snow reported the Budget, Ways and Means Committee is between meetings with the next meeting scheduled for June 10.

Ms. Otero reported the Committee on Insurance/Audit & Claims met on this date in the City Hall conference room and approved the claims. The next meeting will be June 11 in the Council Chambers at 5:00 pm.

Mr. Harrison reported the Public Safety Committee meeting met on May 20. Repealing of the feral cat policy was discussed. Mr. Harrison made a motion, seconded by Mr. Collier, to approve road closures at Kellogg Lake for Kids Fishing Day to be held June 8 from 8:00 am to noon. Motion carried. Mr. Harrison made a motion, seconded by Mr. Snow, to approve the square to be

closed on June 8 from 5:00 am to 3:00 pm and allow cars to park backward in the parking spots for the 20th Annual British Car Show. Motion carried. Mr. Harrison made a motion, seconded by Mr. Snow, to approve the closure of Sycamore Street between Garrison and McGregor for the First Baptist Church Vacation Bible School Community Block Party from 12:00 pm to 10:00 pm on June 7. Motion carried. Mr. Harrison made a motion, seconded by Mr. Snow, to approve closure of the inside of the square on June 21 from 4:30 pm to 9:00 pm for a Farmer's & Artisan Market. This will be contingent upon proof of proper insurance. Motion carried. Mr. Harrison made a motion, seconded by Ms. Otero, to close 7th Street between Lyon and Garrison on June 6 from 1:00-5:00 pm for the launch of homemade rockets at the Carthage Public Library. Motion carried.

Mr. Topete reported the Public Services Committee meeting scheduled for May 21 was cancelled due to lack of business.

Mr. Daugherty reported the Public Works Committee is between meetings with the next meeting scheduled for June 4. Mr. Daugherty discussed the contract with MoDOT at Fairview and Garrison to construct ADA approved sidewalks. Mr. Daugherty made a motion, seconded by Ms. Otero, to approve contracting with MoDOT for the sidewalk repairs on Fairview up to \$70,000. Motion carried.

Special Committee and Board Liaison reports were given by Mr. Collier for the Carthage Water & Electric Plant Board, Ms. Otero for the Jasper County Commissioners, Harry S. Truman Coordinating Council and Humane Society, Mr. Barlow for Planning & Zoning, and Mr. Topete for the Tree Board and Kellogg Lake Board.

Mayor Dan Rife reported on the recent council orientation.

During reports of Council Members, Mr. Harrison reported there were 302 individuals at the pool on Memorial Day setting a new record.

City Attorney Nate Dally discussed his attendance at council orientation. He also discussed C.B. 19-20 noting the attorneys representing the City against the railroad had reviewed the Supplemental Agreement with MoDOT and had yet to approve the agreement. Mr. Daugherty made a motion, seconded by Mr. Harrison, to table C.B. 19-20 until the City Attorney obtains additional information. Motion carried.

Police Chief Greg Dagnan reported his officers had assisted with water rescues during the recent flooding event.

Fire Chief Roger Williams reported the recent tornado did damage a home located within the fire district. The department has been busy with water rescues. A ribbon cutting will be held on May 30 for Station #2 at 2:00 pm.

Parks & Recreation Director Alan Bull stated he will miss everyone, especially those he worked closely with, but it is time for him to do other stuff.

City Administrator Tom Short reported on the following: a Vision Carthage meeting, a Region M meeting, council orientation, Public Safety meeting, a letter to MoDOT requesting an extension on a cost share project, and an update on budget preparations.

The Committee on Claims filed a report in the amount of \$555,528.74 against the following funds: General Revenue \$65,687.12, Public Health \$124,577.71, Parks Stormwater \$15,000.48 Library \$25,000.00, Fire Protection \$4,939.72, Capital Improvements \$9,720.49, and Payroll \$310,603.22. Ms. Otero made a motion, seconded by Mr. Daugherty to accept the report and allow the claims. Motion carried.

Under old business, C.B. 18-30- An Ordinance to amend Chapter 4, Articles I and II of the Code of Carthage regarding Animals, to repeal the language regarding the managed care of Feral Cats was placed on second reading. Ms. Otero spoke for those who have in good faith, tried to follow the ordinance. The roll call vote was 8 yeas, 0 nays, and 1 abstention. Ayes: Barlow, Collier, Daugherty, Harrison, Newport, Otero, Snow, Topete, and West. Abstain: Daugherty. The council bill was approved and numbered Ordinance 19-21.

C.B. 19-19- An Ordinance authorizing the Mayor to enter into a contract with Simmons Bank for banking services was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Barlow, Collier, Daugherty, Harrison, Newport, Otero, Snow, Topete, and West. The council bill was approved and numbered Ordinance 19-22.

Under new business, C.B. 19-21- An Ordinance authorizing a special use permit for the operation of private helicopter rides at the Forest Park Baptist Church, 2535 S. Grand Avenue, City of Carthage, Jasper County, Missouri was placed on first reading with no action taken.

C.B. 19-22- An Ordinance authorizing a special use permit for the operation of a Carnival to be located at the Fair Acres Sports Complex (East George Phelps Blvd.) in the City of Carthage, Jasper County, Missouri was placed on first reading with no action taken.

Mr. Daugherty made a motion, seconded by Ms. Harrison, to approve the Mayor's reappointment of Douglas Crandall and Peter Metcalf to the Hospital Board until May 2023. Motion carried 9-1 with Mr. Armstrong casting the nay vote. Ms. Otero made a motion, seconded by Mr. Harrison, to approve the Mayor's appointment of Ray West as Liaison to the Over Sixty Center. Motion carried.

Mr. Daugherty made a motion, seconded by Mr. Collier, to approve Resolution 1870- a Resolution approving the recommendation of the McCune-Brooks Regional Hospital Trust for the distribution of funds from the Restricted Trust Fund to the City of Carthage. Resolution passed by a roll call vote of 9 yeas and 0 nays. Ayes: Barlow, Collier, Daugherty, Harrison, Newport, Otero, Snow, Topete and West.

Mr. Daugherty made a motion, seconded by Mr. Harrison, to approve Resolution 1871- a Resolution approving the recommendation of the McCune-Brooks Regional Hospital Trust for the distribution of funds from the Restricted Trust Fund to the Fair Acres Family YMCA. Resolution passed by a roll call vote of 9 yeas and 0 nays. Ayes: Barlow, Collier, Daugherty, Harrison, Newport, Otero, Snow, Topete and West.

During closing remarks, Mr. Collier extended his condolences to the family of Larry Glaze.

Parks Director Alan Bull was highly commended by all department heads and council members for his tremendous dedication and service to the City of Carthage and was wished the best for his retirement. His presence will be missed.

Mr. West made a motion, seconded by Mr. Daugherty, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:40 PM.

**COUNCIL AGENDA
CITY OF CARTHAGE, MISSOURI
TUESDAY, MAY 28, 2019
6:30 P.M. – COUNCIL CHAMBERS**

1. Call to Order
2. Invocation
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4. Calling of the Roll
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3. **C.B. 19-20** – An Ordinance authorizing the Mayor to execute a Supplemental Agreement between the City of Carthage, the Missouri Highway and Transportation Commission and the Missouri & Northern Arkansas Railroad Company, Inc. providing for the installation of various safety improvements at an existing public highway/rail grade crossing in Carthage, Missouri, where Chestnut Street intersects Railroad's tracks at a point known as DOT Crossing #434 (Public Works/Admin. Staff)

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1. **Resolution 1870** – A Resolution approving the recommendation of the McCune-Brooks Regional Hospital Trust for the distribution of funds from the Restricted Trust Fund to the City of Carthage. (McCune Brooks Regional Hospital Trust)
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MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
May 14, 2019

The Carthage City Council met in regular session on the above date at 6:30 P.M. in the City Hall Council Chambers with Mayor Dan Rife presiding. Fire Chief Roger Williams gave the invocation and Police Chief Greg Dagnan led the flag salute.

The following Council Members answered roll call: Ray West, David Armstrong, Mike Daugherty, Ceri Otero, Darren Collier, Alan Snow, Kirby Newport, Ed Barlow, Juan Topete, and James Harrison. City Administrator Tom Short and City Attorney Nate Dally were present.

The following Department Heads were present: Police Chief Greg Dagnan, Fire Chief Roger Williams, Parks Director Alan Bull and City Clerk Traci Cox.

Mr. Daugherty made a motion, seconded by Mr. Collier, to approve the minutes of the April 23, 2019 Council Meeting. Motion carried unanimously.

No citizens were present during Citizen's Participation Period.

Mr. Snow reported the Budget, Ways and Means Committee met on May 8 and May 13. The budget process from the committee standpoint is complete. Staff will be putting together the final budget packets, and agreements have been sent out to the agencies for approval.

Ms. Otero reported the Committee on Insurance/Audit and Claims met on this date in the City Hall conference room and approved the claims. The contract with Simmons Bank for banking services was reviewed and is being presented in C.B. 19-19. The workers compensation audit has been completed. Mr. Carney was present at the meeting to discuss C.B. 19-20.

Mr. Harrison reported the Public Safety Committee is between meetings with the next meeting scheduled for May 20 in the conference room at City Hall.

Mr. Topete reported the Public Services Committee met on May 9. Bids for new playground equipment at Fair Acres were reviewed. Mr. Topete made a motion, seconded by Mr. Daugherty to purchase cushioning material and equipment under Option #3 from Athco for \$56,795.00. Mr. Topete withdrew his motion. Mr. Topete amended his motion to include the rock climbing feature. Mr. Topete withdrew that motion. Mr. Topete then made a motion, seconded by Mr. Daugherty, to accept Option #3 from Athco for \$56,795.00 with the possibility of adding a rock climbing feature contingent upon staying under the budget of \$58,000.00. Motion carried.

Mr. Daugherty reported the Public Works Committee met on May 7. A project with MoDOT at Fairview and Garrison to construct ADA approved sidewalks was discussed.

Special Committee and Board Liaison reports were given by Mr. Topete for the Tree Board and Kellogg Lake Board, Mr. Armstrong for the Powers Museum, Ms. Otero for the Jasper County Commissioners, Harry S Truman Coordinating Council and Humane Society and Mr. Collier for the Carthage Water & Electric Plant Board.

Mayor Dan Rife reported on registrations for the MML Annual Conference, his attendance at National Day of Prayer, and thanked Ms. Otero for presenting a Proclamation at the Arbor Day celebration at the school.

During Reports of Council Members, Mr. Daugherty stated his family had planted an Elm tree in honor of Arbor Day. Ms. Otero stated she appreciated the opportunity to attend the Arbor Day event at the school. Mr. Snow asked Mayor Rife if a Council Work Day had been scheduled. Mayor Rife stated he is working on it. Mr. Snow discussed the need for a liaison to be appointed to the Over 60 Center and stated Mr. West had volunteered for the appointment. Mr. Newport thanked the Budget Committee for their hard work and discussed the Carthage Humane Society and their work on the feral cat colonies. Mr. Newport made a motion, seconded by Mr. Armstrong to pull C.B. 18-30 off of the table for consideration. Council Members want to remain transparent with debating the feral cat issue and it will still be discussed at the May 20 meeting of the Public Safety Committee. City Attorney Dally stated there currently isn't anybody managing the feral cat policy, and it would require a simple majority to bring the C.B. back for consideration. Motion carried unanimously to bring C.B. 18-30 off the table for first reading. Mr. Barlow thanked the Budget Committee for allowing him to participate at the meetings. Mr. Harrison discussed the accomplishments of his son, Kenny, for passing the Highway Patrol exam and becoming a national track champion. Mr. Armstrong discussed the hiring process for Mr. Peterson noting the recent Lateral Recruitment Policy that was passed. Mayor Rife explained the hiring was handled like other department heads in the past, and it is a negotiating process. The salary was based on results from an MML survey.

City Attorney Nate Dally discussed an upcoming mediation meeting regarding the lawsuit with the railroad and future regulations regarding medical marijuana cultivation and dispensaries.

Police Chief Greg Dagnan discussed marijuana dispensary regulations.

Fire Chief Roger Williams reported on work the Fire Department employees are doing at Fire Station #2 with a "soft" opening potentially scheduled for May 30. He also reported on a Fishing Day with special needs children.

Parks & Recreation Director Alan Bull reported the swimming pools are being filled.

City Administrator Tom Short reported on the following: the conclusion of the budget hearings, Vision Carthage meetings, MoDOT installing signage to alert traffic to the new Fire Station entrance, a meeting with Beimdiek Insurance Agency, the upcoming council orientation meeting, sales tax revenues and golf course rounds and revenues.

The Committee on Claims filed a report in the amount of \$3,286,265.43 against the following funds: General Revenue \$107,202.36, Public Health \$491.71, Parks Stormwater \$296,846.43, Public Safety \$1,900.00, Golf Course \$6,451.57, Lodging \$8,500.00, Civic Enhancement \$330.75, Judicial Education \$325.00, Fire Protection \$1,119.74, Capital Improvements \$364,138.32, Payroll \$498,959.55 and Carthage Water & Electric \$2,000,000.00. Ms. Otero made a motion, seconded by Mr. Armstrong to accept the report and allow the claims. Motion carried.

Under old business, C.B. 19-17 – An Ordinance amending the Annual Operating and Capital Budget of the City of Carthage for fiscal year 2018-2019 was placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Daugherty, Harrison, Newport, Otero, Snow, Topete, and West. The council bill was approved and numbered Ordinance 19-19.

C.B. 19-18 – An Ordinance authorizing an agreement between the City of Carthage and the County of Jasper for collection of real estate taxes was placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Daugherty, Harrison, Newport, Otero, Snow, Topete, and West. The council bill was approved and numbered Ordinance 19-20.

Under new business, C.B. 18-30 – An Ordinance to amend Chapter 4, Articles I and II of the Code of Carthage regarding Animals, to repeal the language regarding the managed care of Feral Cats was placed on first reading with no action taken.

C.B. 19-19 – An Ordinance authorizing the Mayor to enter into a contract with Simmons Bank for banking services was placed on first reading with no action taken.

C.B. 19-20 – An Ordinance authorizing the Mayor to execute a Supplemental Agreement between the City of Carthage, the Missouri Highway and Transportation Commission and the Missouri & Northern Arkansas Railroad Company, Inc. providing for the installation of various safety improvements at an existing public highway/rail grade crossing in Carthage, Missouri, where Chestnut Street intersects Railroad's tracks at a point known as DOT Crossing #434 was placed on first reading with no action taken.

Mr. Daugherty made a motion, seconded by Ms. Otero to approve the Mayor's reappointment of Harry Rogers to the Planning, Zoning & Historic Preservation Commission until April 2023 and the appointment of Jeff Steffen to the Care Leave Committee until April 2021 replacing Josh Cahoon. Mr. Armstrong moved to split the appointment vote, seconded by Mr. Newport. Motion carried on a vote of 9-1 with Mr. Daugherty casting the nay vote. Mr. Daugherty made a motion, seconded by Mr. Collier, to approve the Mayor's reappointment of Harry Rogers to the Planning, Zoning & Historic Preservation Commission until April 2023. Motion carried on a vote of 8-2 with Mr. Armstrong and Mr. Newport casting the nay votes. Mr. Daugherty made a motion, seconded by Mr. Harrison, to approve the Mayor's appointment of Jeff Steffen

to the Care Leave Committee until April 2021 replacing Josh Cahoon. Motion carried 9-1 with Mr. Armstrong casting the nay vote.

Mr. Armstrong made a motion, seconded by Mr. Newport to approve Resolution 1869 – a Resolution approving the declaration of dated, damaged, and/or obsolete culverts as surplus to the City's needs and authorizing their disposition. Resolution passed by a roll call vote of 10 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Daugherty, Harrison, Newport, Otero, Snow, Topete and West.

During closing remarks, Mr. Collier commented that he is hopeful the Supreme Court ruling banning marking of tires will get overturned.

Mr. Harrison made a motion, seconded by Mr. Daugherty, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:55 PM.

Dan Rife, Mayor

Traci Cox, City Clerk

***PRESENTATIONS/
PROCLAMATIONS***

***PUBLIC
HEARINGS***

***OLD
BUSINESS***

An Ordinance to amend Chapter 4, Articles I and II of the Code of Carthage regarding Animals, to repeal the language regarding the managed care of Feral Cats.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I: Article I, Section 4.1, (Definitions) of the Code of Carthage is hereby amended to remove the following:

Eartipping means straight-line cutting off the tip of the left ear of a feral cat while the cat is anesthetized.

Feral cat means a cat that exists in a wild or untamed state, either due to birth or reversion to a wild state from domestication. The usual and consistent temperament ranges from extreme fear to resistance to physical contact with humans.

Feral cat caretaker means any person who provides food, water or shelter to or otherwise cares for a colony of cats in a managed colony.

Feral cat colony means a group of cats that congregates, more or less, together as a unit. Although not every cat in a colony may be feral, any non-feral cats that congregate with a colony are considered part of it.

Feral cat colony Sponsor means any organization who assumes responsibility for administering the managed care of feral cats and who is approved by the Carthage Police Chief.

SECTION II: Article I, Section 4.2, (Impoundment) of the Code of Carthage is hereby amended to remove subsection (b) by striking the following:

(b) Any feral cat impounded by Animal Control that bears an appropriate ear-tipping indicating it belongs to a managed colony may be, at the discretion of the animal control officer, returned to the colony unless the animal is a known nuisance or shows visible signs of illness or injury and presents an imminent danger to public health or safety.

SECTION III: Article I, Section 4.10, (Immunization of dogs and cats) of the Code of Carthage is hereby amended to remove subsection (b) by striking the following:

(b) Feral cat colony Caretakers shall make every reasonable effort to provide for booster rabies vaccines to be given to all applicable cats in the colony beginning one year after the initial vaccine has been administered.

SECTION IV: Article I, Section 4.22, (Limit on number of dogs and cats) of the Code of Carthage is hereby amended to remove subsections (b) (c) and (e) by striking the following:

(b) The limitation on the number of cats owned, kept, held, or harbored shall not apply to caretakers of feral cat colonies that have registered such colony with an appropriate Sponsor. Registration shall include name and address of the caretaker(s), and the location of the colony. A feral cat colony may be registered when the volunteer caretaker can assure that:

(1) Regular feeding of the colony will be maintained throughout the year.

(2) Adult cats and kittens that can be captured will be neutered or spayed and vaccinated against rabies.

(3) Every attempt will be made to remove kittens from the colony before they reach the age of 8 weeks for domestication and placement.

(4) Sick or injured cats will be removed from the colony for immediate veterinarian care or humane euthanasia.

(c) Feral Cat Colonies shall be permitted and Feral Cat Caretakers shall be allowed to maintain and care for Feral Cats by providing food, water, shelter, and other forms of sustenance provided that the Feral Colonies are registered with an appropriate Sponsor.

(e) *Feral Cat Caretaker Responsibilities:* In order to be approved and operate as a managed Feral Cat Caretaker, said Caretakers shall be responsible for the following:

(1) Registering the colony with an appropriate Sponsor.

(2) Taking all appropriate and available steps to vaccinate the colony population for rabies and making a reasonable effort to update the vaccinations on cats that can be recaptured.

(3) Taking all appropriate and available steps to have the colony population spayed or neutered by a licensed veterinarian with a goal of at least 80% of the colony population altered.

(4) Eartipping the left ear of a colony cat that has been vaccinated and spayed or neutered so that the colony cats can be readily identified from a distance.

(5) Keeping records of all cats in colony including, physical descriptions and providing the sponsor with evidence of that cats have been vaccinated and spayed/neutered. These records must be provided to an appropriate Sponsor at least quarterly.

(6) Providing on a consistent basis food, water and if feasible, sufficient shelter for the colony.

(7) Obtaining proper medical attention for any colony cat that appears to require it.

(8) Regularly monitoring the colony to identify new arrivals and record illnesses or behavior changes of any cat in the colony.

SECTION V: Article I, Section 4 of the Code of Carthage (is hereby amended to remove Section 4.25 (Feral cat colonies sponsorship) by striking the following:

Sponsorship of a feral cat colony is authorized by the Council of the City of Carthage. Sponsors may apply to the City to serve as feral cat colony sponsors so long as said person agree to perform the responsibilities stated in this Chapter.

- (a) It shall be the duty of the Sponsor to:
 - 1) Review and approve colony Caretakers;
 - 2) Properly train Caretakers in responsibilities for caring for a feral cat or colony;
 - 3) Help to resolve any complaints over the conduct of a colony Caretaker or of cats within a colony;
 - 4) Maintain records provided by colony Caretakers on the size and location of the colonies as well as the vaccination and spay/neuter records of cats in the Sponsor's colonies; and
 - 5) Report annually to the City on the following:
 - i. Number of colonies in the City;
 - ii. Total number of cats in colonies;
 - iii. Number of cats and kittens spayed and neutered pursuant to the program;
 - iv. Overall effectiveness of the feral cat program;
 - v. Number of cats and kittens placed in permanent homes.

SECTION VI: Article I, Section 4 of the Code of Carthage (is hereby amended to remove Section 4.26 (Feral cat enforcement) by striking the following:

4.26 Feral cat enforcement. The City of Carthage shall have, in addition to any other rights currently available or that may exist in the future, the following specific rights.

- (a) The right to seize or remove cats from a colony that have not been vaccinated against rabies and which are demonstrating signs of the disease.
- (b) The right to seize/remove a cat from a colony that is creating a nuisance and the Caretaker and Sponsor have been given fifteen days to remove and relocate the cat and have failed to do so.
- (c) The right to seize/remove a colony of cats when the Caretaker regularly fails to comply with the requirements of

this Chapter and the Sponsor has not been able to obtain a replacement or substitute Caretaker within 15 days of the City's notice to the Sponsor of the Caretaker's failure to comply with this Chapter.

SECTION VII: Article II, Section 4.44, (Animal Abuse) of the Code of Carthage is hereby amended to remove subsection (c) by striking the following:

(c) The return of an altered feral cat to a managed colony where food, shelter, and monitoring are provided on a regular basis does not constitute abandonment within the meaning of this ordinance.

SECTION VII: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

ATTEST:

Dan Rife, MAYOR

Traci Cox, CITY CLERK

COUNCIL BILL NO. 19-19

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into a contract with Simmons Bank for Banking Services.

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE,
JASPER COUNTY, MISSOURI** as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a contract with Simmons Bank, a copy of which contract is attached hereto and incorporated herein as if set out in full.

SECTION II: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Insurance, Audit & Claims

CONTRACT

City of Carthage Contract Identification Information:

Title: Mayor, Dan Rife FEIN # 44-6000157

AGREEMENT FOR BANKING SERVICES

THIS AGREEMENT is entered into the date last below written the **CITY OF CARTHAGE, MISSOURI ("CITY")** and Simmons Bank ("CONTRACTOR").

1. SERVICES BY CONTRACTOR

Contractor shall perform the services described in the scope of work attached hereto as Attachment IA.

2. COMPENSATION

City shall pay Contractor for each of the services as set forth in the Proposal in accordance with the amounts and conditions specified in the Proposal. Fees will be paid through compensating balance or certificate of deposit credit or where specified in the Proposal through direct payment.

3. DISCRIMINATION AND COMPLIANCE WITH LAWS

- A. Contractor agrees not to discriminate against any employee or applicant for employment or any other person in performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.
- B. Contract shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement, including where applicable Carthage City Code.
- C. Violation of this Paragraph 3, shall be a material breach of this Agreement and grounds for cancellation, termination or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

4. TERM AND TERMINATION OF AGREEMENT

- A. The term of this Agreement shall be three years commencing July 1, 2019 through June 30, 2022. Upon mutual written consent, subject to the provisions for termination as set for in this section, the City anticipates that this Agreement will be extended for two additional years. During extension periods, all terms and conditions of the existing Agreement shall remain in effect those mutually agreed to in writing and amended for the extension period.
- B. This Agreement may be terminated by either party without cause upon ninety days' written notice, in which event all finished or unfinished documents, reports or other material or work of Contract pursuant to this Agreement shall be submitted to the City, and Contractor shall be entitled to just and equitable compensation or at the rate set forth in paragraph 2 for any satisfactory work completed prior to the date of termination

5. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. City agrees that if it uses products prepared by Contractor for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold Contractor harmless therefore.

6. GENERAL ADMINISTRATION AND MANAGEMENT

The Accounting and Treasury Manager, shall be City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all charges, under this Agreement.

7. HOLD HARMLESS

- A. Contractor shall protect, defend, indemnify and save harmless City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of Contractor, its officers, employees and agents in performing this Agreement.
- B. City shall protect, defend, indemnify and save harmless Contractor, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or missions of City, its officers, employees and agents in performing this

Agreement.

8. INSURANCE

Contractor shall maintain insurance as set forth in the bid documents.

9. SUBLETTING OR ASSIGNING CONTRACT

Neither City nor Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the express prior written consent of the other.

10. FUTURE SUPPORT

City makes no commitment and assumes no obligations for the support of Contractor's activities except as set forth in this Agreement.

11. INDEPENDENT CONTRACTOR

Contractor is and shall be at all times during the term of this Agreement an independent contractor.

12. ACTS OF INSOLVENCY

City may terminate this Agreement by written notice to Contractor if Contractor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has wound up liquidated, voluntarily or otherwise.

13. FORCE MAJEURE, SUSPENSION AND TERMINATION

In the event that either party is unable to perform its obligations under the Agreement, or to enjoy any of its benefits because of natural disaster or actions or decrees of governmental bodies (hereunder referred to as a "Force Majeure Event" or "Event"), the party who has been so affected immediately shall give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, the affected party shall be excused from such performance as is affected by the force Majeure Event for the period of such Event. If the period of nonperformance exceeds fifteen (15) days from the receipt of notice of Force Majeure Event, the party whose ability to perform has not been so affected may terminate the Agreement by giving written notice. If such Event shall affect the delivery day or warrant provisions of the Agreement, such date of warranty period shall automatically be extended for a period equal to such Event.

14. EXTENT OF AGREEMENT MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____, 2019.

CONTRACTOR

Name: _____

By: _____

Title: _____

CITY OF CARTHAGE

By: _____

Name: Dan Rife

Title: Mayor, City of Carthage



Simmons Bank

Request for Proposal
Banking Depository Services

Exclusively Prepared For:



Submitted by:
Simmons Bank
1946 S Garrison Avenue
Carthage, MO 64836
Emily Garrett, Treasury Management Officer
Direct Line: 417.875.6708
emily.garrett@simmonsbank.com

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Simmons Bank

Traci Cox
City Clerk
City of Carthage
326 Grant Street
Carthage, MO 64836

Dear Ms. Cox,

Simmons Bank is pleased to have the opportunity to once again present a proposal for Banking Depository Services for the City of Carthage.

At Simmons Bank, we understand when it comes to banking, everyone has different needs and that each bank has a wide variety of products and services. However; we pride ourselves on being the smartest full-service banking choice by leveraging our distinctive balance of "big bank" infrastructure with "small bank" decision making processes. This rare combination comes with personalized service and designated banking partners. We will provide everything you need in one friendly place with the speed to market your company requires. Our competitive response to the RFP will show our understanding and commitment of the products and services the City of Carthage needs.

Simmons Bank entered the Jasper County market in February 2015 with the strategic acquisition of Liberty Bank. We have 28 locations and 322 employees in our Missouri market with a full suite of products and services to fit our Missouri client's needs. The closest branch to the City of Carthage is as follows:

1946 S Garrison Avenue
Carthage, MO 64836
417.724.8638
Shea West – Local Asst. Branch Manager
1.8 Miles Away

Please contact me directly at 417.875.6708 if you have any questions. I thank you in advance for the opportunity to bid and retain your banking business.

Emily Garrett
Treasury Management Officer, SW Missouri
Simmons Bank
4625 S National Avenue
Springfield, Missouri 65810
417.875.6708
emily.garrett@simmonsbank.com



Executive Summary

Simmons First National Corporation is a financial holding company, headquartered in Pine Bluff, Arkansas with total assets of \$16 billion conducting financial operations throughout Arkansas, Kansas, Missouri, Tennessee, Oklahoma, Texas, and Colorado. The Company, through its subsidiaries, offers comprehensive financial solutions delivered with a client-centric approach. Since our founding in 1903 we've grown steadily in seven states with over 2,200 employees, while always being mindful of where we started. Longevity in banking doesn't just happen. It's built on a committed approach to continually provide our customers with the best banking experience possible.

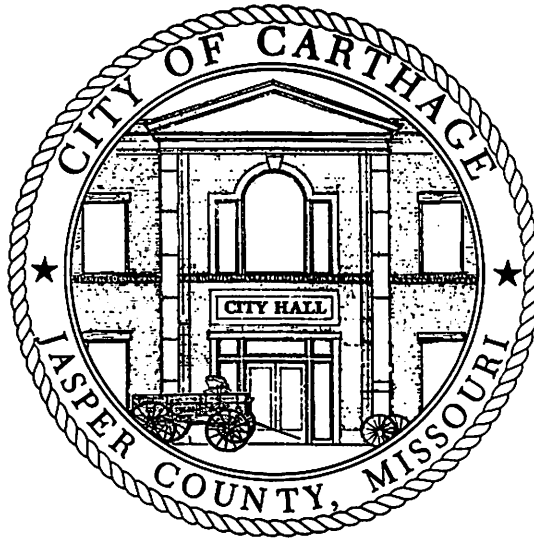
Simmons Bank (Nasdaq: SFNC) entered the Southwest Missouri market in February 2015 with the strategic acquisition of Liberty Bancshares, Inc. which operated as Liberty Bank. We now have 28 locations and 322 employees in our Missouri market. Today the partnership with Simmons Bank brings greater products, services, and capabilities by utilizing the 111+year experience of Simmons Bank.

Simmons Bank added a local Treasury Management Officer to service the Southwest Missouri market, Emily Garrett. Emily has been in the banking industry for eleven years, primary in the consumer branch network and was promoted to Branch Manager over the Christian County, MO market in 2015. Emily's passion and success for helping businesses grow and succeed led her to her current Treasury Management Sales Officer role which has been involved since 2017. Her role serves our Southwest Missouri. With this strong foundation, Simmons Bank continues to seek strong acquisition partners to better serve the aggregate customer base and the region.

Simmons Bank has been named one of America's Best Banks and in 2017 ranked in the top 40 publicly traded banks by Forbes Magazine. Simmons Bank also was the #1 SBA Lender in Springfield MO. While our growth plans continue, and we continue to enter markets to successfully assist the large Commercial and Public Fund client base, Simmons Bank hasn't forgotten its roots and maintains its focus on local small business owners. We truly pride ourselves on being an advocate to the communities we serve and the small business clients that grow the local job base. We remain focused on our roots of a true community bank and are honored to have been recognized in each of our communities across our footprint.

Through the decades, Simmons Bank has developed a full suite of financial products and services designed to meet the needs of individuals consumers and businesses alike. From personal and business checking, to savings plans, treasury management services, investments, credit cards, loans, and insurance, Simmons Bank has all the products and services the City of Carthage needs to help make all your dreams come true.

CITY OF CARTHAGE



REQUEST FOR PROPOSAL

BANKING SERVICES

Issue Date: **March 8, 2019 (Friday)**

Publication: **March 13, 2019 (Wednesday)**

Due Date: **April 17, 2019 (Wednesday)**

PUBLICATION NOTICE

REQUEST FOR PROPOSAL

BANKING SERVICES

The City of Carthage, Missouri, is requesting proposals for its banking services including credit card processing.

Proposals will be received at City Hall, 326 Grant Street, Carthage, MO 64836, until 3:00 p.m. on April 17, 2019.

Detailed Request for Proposal (RFP) information including general information, scope of work, terms and conditions, and required format for proposal is available from the City Clerk's Office in City Hall located at the above address or by calling (417-237-7000). An electronic version is available.

The City of Carthage reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

Dated this 8th day of March 2019.

Traci Cox
City Clerk

Published: Sarcoxie Record/Carthage Chronicle

GENERAL INFORMATION

Calendar of Events

The time below represents the proposal schedule for the RFP and is subject to change due to unforeseeable events.

March 8, 2019 Distribution of Proposals

March 13, 2019 Publication

April 17, 2019 Bid Proposal opening at 3:00 P.M. (Banking Representatives are welcome).

April 23, 2019 Bid Proposals taken to Finance Committee at 5:30 P.M. in Council Chambers. (Banking Representatives are welcome).

May 14, 2019 1st reading before the City Council 7:30 P.M.

May 28, 2019 2nd reading before the City Council 7:30 P.M.

May 29, 2019 Sign written banking services agreement

May 29 – July 1, 2019 Open accounts, begin transfers, set up ACH accounts

July 1, 2019 Official Contract Start Date

Background

The City of Carthage is requesting proposals from full service banks that are Federal or State of Missouri Chartered to be the primary depository of public funds for the City of Carthage. The selected institution shall be designated as the City's depository institution for an initial three (3) year period commencing on July 1, 2019 then renewing annually for up to two (2) years. The depository agreement shall include an optional annual renewal clause thereafter. Simmons Bank currently provides banking services to the City.

Contract transition by cancellation or by term ending will require a transition period. This transition period will be a minimum period of one hundred twenty (120) days under full contract terms. It is understood that if successful depository is not the present depository, the present depository will continue to serve as depository until the City has had time to make an orderly transfer of funds to the newly designated depository.

Banks responding to this RFP should note that the City of Carthage wishes to maximize interest revenues derived from operating funds, but security of the underlying funds is the foremost consideration. The City expects its financial institution to be a leader and innovator in the development and execution of financial products and services, and requires these services to be of the highest quality.

General Account Descriptions

The City of Carthage maintains an average balance of over 6 million in various income and disbursement accounts. Carthage Water & Electric Plant and Carthage Public Library maintain income accounts with the City of Carthage included in the above average. Total revenues received for fiscal year 2017-2018 were over 14 million for City operations not including the Utility. The City's Payroll is direct deposit on a bi-weekly basis. Warrants issued for Accounts Payable activity are processed on a twice-monthly basis after approval by the City Council on the second and fourth Tuesday of each month. Smaller transactions occur throughout the month on each account.

Bidding Instructions

The City intends to seek the best solution, based on the representative criteria contained in this RFP, for its Bank Depository Services. The City desires to contract with a single vendor for all its bank depository services.

Proposals submitted must be binding for no less than one hundred twenty (120)

days subsequent to the Request for Proposal closing date. The City will select the proposal, or combination of proposals, that, in its opinion, is in the best interest of the City. The City reserve the right to waive any defects in bids received or reject

any or all proposals or portions of a proposal and issue another Request for Proposal. This RFP does not commit the City of Carthage to reimburse vendors for proposal submission costs. The City also reserves the right to waive minor technicalities in the proposal. In addition, to accept the proposal deemed to be in the best interest of the City, i.e., the most qualified proposal will not necessarily be the proposal with the lowest cost. Further, the City reserves the right to accept a proposal (or proposals) for any or all items separately or together.

To be considered, one original and three copies of a proposal clearly marked "Sealed Proposal 2019 Bank Depositor Services", signed by an officer of the company, are to be submitted and addressed on the outside as follows:

City of Carthage Attn: City Clerk 326 Grant Street
Carthage, MO 64836

If the Bank desires that proprietary information in the proposal not be disclosed, the Bank must identify such information in the proposal at the time it submits the proposal. If the Bank fails to identify proprietary information, the Bank agrees, by submission of its proposal, that those sections shall be deemed non-proprietary and available for public inspection.

Introduction and Mandatory Requirements

Vendors must meet at least the following minimum qualifications:

- Authority to offer Banking Services - must be Federal Deposit Insurance Corporation (FDIC) insured.
Simmons Bank agrees and complies with the statement above.
- Access to Federal Reserve System - must be a member of (or have access to) the Federal Reserve System and have access to all Federal Reserve System services.
Simmons Bank agrees and complies with the statement above.
- Legal Compliance - must meet all Federal regulations, State Statutes governing banking and investing activity and be in compliance with all applicable laws, rules, regulations, and ordinances of the City of

Carthage, Jasper County, the State of Missouri and the United States.
Simmons Bank agrees and complies with the statement above.

- Be able to provide 105% collateral for securities of the City of Carthage's accounts with collateral permitted by Statute and the City of Carthage's Investment Guidelines.

Simmons Bank agrees and complies with the statement above.

- Location of Banking Office - shall have established offices or local branches within the City of Carthage.

The closest branch the City of Carthage would continue to utilize is as follows:

1946 S Garrison Avenue
Carthage, MO 64836
1.8 miles away

- Experienced Staffing - agree to assign a source of contact and dedicated staff who are committed, capable and experienced with servicing municipal accounts.

Your Commercial Banking Solutions Relationship Team consists of the following individuals:



Emily Garrett, Treasury Management Officer – Main Contact for the City

Simmons Bank
4625 South National Avenue
Springfield, MO 65810
417.875.6708

Emily.garrett@simmonsbank.com

Emily Garrett serves as a Treasury Management Officer for the Southwest Missouri Market. Emily has been in the banking industry for eleven years serving the majority of her time on the consumer side of the business. In 2015 she was promoted to Branch Manager over the Christian County, MO Market and transitioned to the Treasury Management Division in the summer of 2017. Her passion for helping businesses grow and succeed drove her to where she is today. Mrs. Garrett is an active ambassador of the Springfield Chamber of Commerce and a member Missouri Association of School Business Officials (MoASBO).



Doug Parker, Community Bank President
Simmons Bank

4625 S National Avenue

Springfield, MO 65810

417.875.6751

doug.parker@simmonsbank.com

Doug Parker relocated to Springfield from northwest Arkansas, where he had almost 20 years of banking experience, serving in leadership roles for both national and regional banks.

Doug oversees all the Southwest Missouri footprint for Simmons Bank and his door is always open for his clients and welcomes the opportunity to meet the staff at the City of Carthage.

Additionally, during his time in Arkansas, Doug served as chief financial officer and eventually chief executive officer for one of the nation's largest food marketing companies, supplying to several of the largest retailers in the United States. In this role, he directed all accounting practices, banking relationships, internal budgets and forecasting, providing proper resources and building a culture along the way.

Shae West, Assistant Branch Manager – Local Contact for the City
Simmons Bank

1946 S Garrison Avenue

Carthage, MO 64836

417.625.3457

shae.west@simmonsbank.com

Shae has served as the main local contact for the City and will continue to do so. Shae has been in banking over four years and joined Simmons Bank as a valued asset in 2018. Shae is responsible for the day to day operations of our Carthage branch and oversees 3 associates.

Treasury Management Concierge Services

At Simmons Bank customer service is our number one priority. We pride ourselves in making our clients at Simmons Bank a part of the Simmons Bank team. The City of Carthage will have Emily Garrett as your main contact, along with Simmons Bank Leadership Operational and IT resources at your disposal as described in the organization chart below. The City will also have Treasury Management Concierge Services. Treasury Management Concierge Services is a unique Customer Service Department Simmons Bank

created that the City will have a representative assigned directly to the City of Carthage to assist with your day to day banking and treasury management needs.

The City of Carthage and your team will continue to have direct access to a dedicated Concierge Services Representative, Heather Arthur. Heather has extensive experience serving in a variety of operational and service capacities. She will be an asset to your team, just as she is to ours.

Heather can be reached at 405.742.1505 and via email heather.arthur@simmonsbank.com. She will continue be your day-to-day contact and will be happy to assist the City with any needs you may have regarding your Depository and Treasury Management products and services.

Main Contact

Emily Garrett
Treasury Management Officer
Springfield, Missouri
417.875.6708
***Main Contact**

Anastasia Blaylock, SVP
Treasury Management Sales Manager
Little Rock, Arkansas
501.377.7483
TM Leadership – Always Available

Debbie Prior, SVP
Director of Treasury Management
Little Rock, Arkansas
501.244.1466
TM Leadership – Always Available

TM Concierge Support Contacts

Heather Arthur
Concierge Services Representative
405.742.1505
***Main Customer Service Contact**
For day to day TM needs

Vanna Walker
Manager, TM Concierge Services
TM Leadership – Always Available

Kerri Faw Faw, SVP
Manager TM Concierge Services
TM Leadership – Always Available

8 Additional Staff Members
TM Concierge Services
Always Available
8:00am-6:00pm CST

Local Contacts

Doug Parker
Southwest Missouri
Market President
Springfield, Missouri
417.875.6751
Local Leadership – Always Available

Jon Pettigrew
Retail Market Manager
Springfield, Missouri
417.875.6750
Retail Branch Leadership – Always Available

Shea West
Assistant Branch Manager
Carthage, Missouri
***Main Local Branch Contact**
(4) Additional Employees

Operations and IT Contacts

Lisa Hunter
EVP, TM Operations

Bryce Tuck, CISSP
Manager of Security Engineering

- Have the capacity to solely provide all “Required Services”. No joint ventures, consortiums, or contract service providers are acceptable.

Simmons Bank agrees and complies with the statement above.

Proposal Stipulation Requirements

The following stipulation requirements are being requested:

- A bank must bid on all required services.
Simmons Bank agrees and complies with the statement above.
- The proposal should not be expensive or extravagant. It should be simple and easily understood.
Simmons Bank agrees and complies with the statement above.
- An original and five copies should be provided.
Simmons Bank agrees and complies with the statement above.
- Describe how the City of Carthage would rank relative to other customers of the bank in relationship to size and complexity of services. Simmons Bank will provide the following relative relationship size and complexity entities for reference:

City of Mount Vernon
Shari Weldy, Treasurer
Treasurer
PO Box 70
Mount Vernon, Missouri 65712
417.466.2112

County of Stone
Kristi Stephens,
PO Box 95
Galena, Missouri 65656
417.357.6362

Evaluation of Proposals

The City reserve the right of evaluation and the right to determine the methodology for evaluation of the proposals to determine the best proposal. The City of Carthage's intent is to enter into a contract with the proponent who best meets the City of Carthage's needs. A committee composed of City Administrator Tom Short, City Clerk Traci Cox, and Mayor Dan Rife will evaluate proposals. Proposals will be evaluated based on the following criteria:

- Cost of services
- Compensation/Interest rate on the accounts
- Scope of services offered

- Relevant experience managing similar accounts and services with public sector and/or large commercial clients.
- Experience, resources, and qualifications of the financial institution and individuals assigned to this account
- Financial strength of proposing institution
- Adequacy of financial controls and protection against loss
- Understanding the needs and operational requirements of the City
- Value of any new products or services suggested
- Clarity, completeness and timeliness of proposal
- Ability to provide a designated account liaison the City of Carthage can work with to expedite banking issues.
- Demonstration of electronic banking software if requested. We will concentrate on the following, but may include other aspects if necessary: 1) how user-friendly the software is, 2) features, 3) reporting options available, and (4) compatibility with our hardware
- Location within the City of Carthage
- Customer references

Although fees and compensation will be a vital factor in the evaluation of proposals, the City of Carthage is not required to award a contract based solely on cost or compensation criteria. Evaluation and acceptance of a proposal will be based on the total package of services offered by the banking institution.

The proposal submitted would be the primary document upon which each bidder will be evaluated. All proposals will first be screened to determine if the Bank meets the minimum qualifications outlined in the RFP. Proposals that do not meet the minimum requirements will be automatically rejected and will not undergo further evaluation.

Simmons Bank agrees and complies with the statements above.

Selection and Award of Contract

The City of Carthage will select the financial institution whose proposal is acceptable based upon the above evaluation criteria. The parties will enter a contract (agreement) containing the terms and conditions as set forth in the RFP and the submitted proposal.

The minimum rate of interest on each of the City of Carthage accounts will be a floating rate indexed to the average price for 91-day United States Treasury Bills as published in the Wall Street Journal for the last auction of the month, such rate to be effective on the first business day of the following month and for

that month. Interest will be applied to the applicable account monthly and will be calculated on the average collected balance. Other rates of interest may be submitted (such as the Fed Fund Effective Rate) but the 91-day United States Treasury Bill rate is mandatory in the proposal.

While the City of Carthage has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this RFP is supplied solely as a guideline for proponents. The information is not guaranteed or warranted to be comprehensive or exhaustive.

Nothing in this RFP is intended to relieve proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP. Simmons Bank agrees and complies with the statement above.

Scope of Banking Services

Details of the services to be provided to the City of Carthage are separated into three categories.

- **Required Banking Services** - These are services which must be provided by the selected bank. Except for non-essential deviations or acceptable alternatives, all services are mandatory.
Simmons Bank agrees and complies with the statement above.
- **Optional Banking Services** - These are services which the City of Carthage may desire to use depending on the availability and cost of the service offered.
Simmons Bank agrees and complies with the statement above.
- **Other Value-Added Banking Services** - These are services that the proposing bank may offer to the City of Carthage. These services may be accepted as part of the bid. Please submit your proposal for any additional services that you wish the City of Carthage to consider including any discussion regarding the bank account structure.
Simmons Bank agrees and complies with the statement above.

Required Banking Services

The City of Carthage is interested in maximizing interest earnings by receiving the best rate available while paying the least amount of fees.

- A. Standard check writing availability.

Simmons Bank agrees and complies with the statement above.

- B. Standard depository availability. Deposits will be credited to the City of Carthage's accounts in accordance with the Bank's current availability schedule. Some of the accounts may need an exemption to the bank policy on funds availability. The City of Carthage reserves the right to request verification of the deposit at the time of presentation to the bank. Simmons Bank agrees and complies with the statement above. Simmons Bank will provide the City of Carthage same day availability on all "on-us" items and next day availability on all "non-us" items.
- C. Bank provides duplicate deposit slips.
Simmons Bank agrees and complies with the statement above.
- D. The Bank will provide rapid notification in the event of any insufficient funds check. Written documentation will be provided to the City of Carthage for charge backs, bank adjustments, errors and other adjustments.
Simmons Bank will provide the City of Carthage notification of insufficient funds. Simmons Bank will also provide written documentation for any bank adjustments including charge backs.
- E. Transfers between accounts may be requested by telephone. These transfers will be posted the same day if requested by an agreed upon time. A mutually agreeable control system will be worked out between the Bank and the City of Carthage. Written documentation of the transfer will be provided to the City.
Simmons Bank agrees and complies with the statement above. Additionally, the City of Carthage will have ability to conduct internal transfers through the Simmons Bank Anywhere product and will be credited same day if made by 8:00pm CST.
- F. Outgoing wires may be requested by telephone and are to be settled same day if requested by City personnel by an agreed upon time. Wire transfers must be dual authorized by City personnel before they are released. Incoming wires will be considered collected at time received. If necessary, adjustments will be made for any lost interest from a bank failure to consummate a wire transaction.
Simmons Bank's Online Wire Transfer service allows the City to enter non-repetitive and repetitive domestic wires online through your Simmons Bank Anywhere site securely and efficiently. For added controls, dual approval is recommended for all outgoing wire transfers and a secure code is required to transmit wires online. Outgoing

domestic wires need to be initiated by 4:30pm CST. International wires need to be initiated by 12:00pm CST.

The bank will provide a telephone "PIN" to the City in the event of a wire transfer being initiated by telephone. Simmons Bank would provide a call back to the City to the appropriate approver to ensure the validity of the wire before it is released.

Incoming wires need to be received by 4:00pm for same day credit.

- G. NSF checks deposited within the City of Carthage's accounts will be returned to the City for collection only after a second deposit attempt is made.

Simmons Bank agrees and complies to the statement above.

- H. Stop payments will be processed in a timely manner.
Simmons Bank agrees and complies with the statement above.

- I. Internet access for daily balance reporting using a secure system. Please submit a sample of possible daily balance reports with your proposal. Simmons Bank through our Bank Anywhere Product can provide daily bank activity, statements, and reports for 12 months. Below is the Daily Balance Report sample.

SAMPLE

Simmons Bank
P O Box 7009
Pine Bluff AR 71611-7009

Summary Reports

Comm Chk	0002	Checking	*0610						
Date	Total Credits	Total Debits	One Day Float	Two Day Float	Current Balance	Available Balance	Collected Balance	# of Credits	# of Debits
2019-02-06	\$4.00	\$3.01	\$0.00	\$0.00	\$16.99	\$16.99	\$16.99	2	2

- J. Designated Account Liaison - The City of Carthage will require the bank to designate a senior officer as a liaison. This officer must be capable of coordinating the City's activities with the bank and be able to resolve any problems or issues that may arise.

As mentioned in the Commercial Banking Solutions Team, Emily Garrett will serve as the City's liaison and main contact.

- K. Reconciliation Services - Bank statement cut-off date for all accounts must be the last day of the month. A monthly bank statement must be provided to the City of Carthage within five (5) working days of the end of the month. The statement should list all checks that have cleared in

numerical order. If the statement is available online by the first of the month, the hard copy statement may be sent later than five working days. Photocopies of checks and deposit slips should be included. Simmons Bank agrees and complies with the statement above.

- L. Employee Payroll handled using ACH Direct Deposit.
Originations of ACH transfers will continue to be available through your Simmons Bank Anywhere product. Simmons Bank's ACH Origination service lets the City of Carthage initiate credit and debit entries destined for accounts at financial institutions across the nation. The ACH Origination service is used largely for direct deposit of payroll, vendor payments, tax payments, dividend payments, interest payments and annuity payments.

The City can save ACH templates and create batches or upload NACHA formatted files to initiate ACH entries, conduct reversals and/or deletes through your Simmons Bank Anywhere site.

For added controls dual approval is recommended for all ACH credits or debits and a secure code is required to transmit ACH credits or debits online. ACH credits and debits need to be initiated by 6:00pm CST.

Optional Banking Services

- A) The City of Carthage would like to be able to issue stop payments using Internet Banking options. Please describe this service, if available.
The City of Carthage can perform stop payments through the Simmons Bank Anywhere product. Stop Payments online expire after 6 months; however; the City can contact one of their Simmons Bank team members to extend stop payments up to 24 months.
- B) The City of Carthage would like to be able to use Internet Banking to view and print checks canceled within the last thirty days.
The City of Carthage, through Simmons Bank Anywhere product, can view and print and/or download check images. 12 months of activity will be available to the City.
- C) Controlled Disbursement - The City is considering using a controlled disbursement account for all check payments. Please fully describe your program.
Controlled Disbursement will give the City the ability to know their exact cash position early in the day. Controlled Disbursement improves cash flow with accurate forecasting and daily morning notifications. A

specialized checking account with a “unique” routing and transit number will be issued for check clearings. A Zero Balance structure would be tied to an account that automatically transfers funds to cover the checks presented. All checks presented for payment and memo posted debits are available for the City to view through Simmons Bank Anywhere by 11:00am CST.

- D) Availability of City Credit Cards or Purchasing Cards for various Departments within the City of Carthage with restrictions on certain items such as alcohol, firearms and cash advances. We reserve the right to maintain our existing services with Simmons Bank.
- Simmons Bank currently recognizes that a large number of check payments are made for low value items to a large number of suppliers – a costly, inefficient process when the payment method is switched from the traditional process to a Corporate Purchasing Card process, efficiency savings range from 55% to 80% of the traditional process cost. Per an NAPCP evaluation, typical savings resulting from Purchasing Card usage are \$63 per transaction.

Overall, Corporate Purchasing Cards provide a means for streamlining the procure-to-pay process, allowing organizations to procure goods and services in a timely manner, reduce transactions costs, track expenses, take advantage of supplier discounts, reduce or redirect staff in the purchasing and/or accounts payable departments, reduce or eliminate petty cash, and more. Originally, Corporate Purchasing Cards were targeted for these low-value transactions, but their use has expanded as the industry has grown.

The Simmons Bank Corporate Purchasing Card Program can assist the City of Carthage in reducing check volume, gaining depository float, and earning a cash back rebate on purchases the City of Carthage have today.

Simmons Bank also provides the City of Carthage our agnostic modular self-service platform called CentreSuite that provides the City of Carthage with insight, access, and control needed to facilitate and manage organization spending for purchasing and travel programs. The application is designed to support multiple client and customer needs resulting in the ability to enable modules within the application based on a company's size and features needed.

Simmons Bank will also perform periodically a Visa Vendor Supplier Matching Service to determine which vendors of the City of Carthage would be great candidates to pay via Purchasing Cards versus check,

ACH, or wire. This will maximize the earnings potential the City of Carthage. Simmons Bank will work with the City of Carthage not to increase their accounts payable, but to change the way it is performed to maximize earnings and efficiency for the City of Carthage.

There is **NO COST** to the City for this program or CentreSuite, regardless of the number of commercial credit cards issued.

Simmons Bank would provide the City a cash rebate of **1.00%** on every dollar spent through Simmons Bank's Purchasing Card Program.

Other Value Added Services

Investment activities are considered a separate activity by the City of Carthage and are, therefore, not a part of this RFP.

Please include a description of any other value added banking or related services that your bank would be willing to offer.

Simmons Bank recommends the City of Carthage fraud prevention services that can help the City detect suspicious check and ACH activity, reduce the risk of financial loss, and create audit trails.

- Simmons Bank recommends to the City Simmons Bank's ACH Blocks and Filters services. ACH Blocks and Filters are a cost-effective way to protect the City's accounts from unauthorized ACH transactions.

ACH Blocks prohibit debits and/or credits from posting to the City's accounts.

ACH Filters set various criteria to authorize certain ACH debit and/or credits to post to the City's accounts while excluding others. The City provides Simmons Bank the Originator ID of vendors that you authorize to debit your account electronically. If an ACH debit is presented by an originator that is not on your authorized list, it will report out as an exception. If the City pays the exception and wants to add that vendor to the City's approved list, the City would notify the bank, through Bank Anywhere, and that vendor would be permanently added.

- Simmons Bank's Positive Pay service is a sophisticated account reconciliation service that enables the City to minimize potential fraud losses associated with checks issued by the City. With Positive Pay the City

can review suspect items prior to making payment and return any checks that appear to be fraudulent. The City can upload a standard CSV or Fixed Position file, Custom Input, or manually enter the check information through your Simmons Bank Anywhere site.

Securities

The Depository shall at all times maintain securities as pledged collateral in an amount equal to 105% of the amount on deposit with the depository, less the amount which is an insured deposit pursuant to the Federal Deposit Insurance Act, as amended.

The Depository shall maintain such collateral with a disinterested banking institution chartered under existing Federal and State of Missouri laws. The Depository and the disinterested banking institution must agree to execute a Collateral Pledge Agreement which provides that the disinterested banking institution would immediately surrender the pledged collateral to the City and the City shall have the right to convert such collateral into cash and dispense it in the event the depository shall fail to pay any City deposit, or part thereof.

If at any time pledged securities are not satisfactory to the City for deposits made as provided by laws the City may require additional or substitute securities be pledged as are satisfactory to it.

Pledged securities may from time to time be withdrawn and other securities of like kind and character may be substituted with the consent of the City prior to the action. The custodian bank shall confirm in writing the receipt, substitution and release of securities to and from the custodial account.

Securities pledged as collateral shall be evidenced with safekeeping receipts to be received by the City. The City will release safekeeping receipts by signing same and forwarding to the banking institution upon request and receipt of confirmation that the substitute securities have been received by the disinterest banking institution.

Simmons Bank will pledge 105% of balances net of FDIC Coverage of the City of Carthage deposits using Agency MBS*, Agency CMOs*, Agency Bullets, Agency Callables, and US Treasury Securities. Simmons Bank utilizes Raymond James for safekeeping of collateral. Simmons Bank safekeeping contact at Raymond James is below:

MELISSA WIENCEK, VP
Fixed Income Capital Markets/ Little Rock T 501-671-1140 / F 501-671-1115
100 Morgan Keegan Dr., Suite 200 Little Rock, AR 72202

Collateral statements are sent out monthly by mail. If the City of Carthage has balance fluctuations in excess of the agreed pledged collateral amount in the RFP, the City must notify Simmons Bank by 12:00pm CST of the additional amount to be pledged to ensure full collateralization. Simmons Bank has the ability to pledge and substitute collateral and agrees that the City of Carthage must authorize such pledge and substitutions.

Documents available upon request

Our existing fee structure/analysis statements (3-month history maximum)
Copies of Bank Statements (3-month history maximum)
Most recent Audit and Budget (electronically)

The City of Carthage's Current Banking Structure

Income Account City of Carthage This is the City's main account that maintained an average daily balance of over 6 million over the past 6 months. Activity in this account includes all revenues and expenses associated with the City of Carthage operations. It does not include revenues from the Carthage Water & Electric Plant. Other activities include ACH payments, Wire Transfers and Phone Transfers.

Carthage Water & Electric Income Account Average balance is over \$1,500,000.00

Municipal Golf Course Account Average balance is \$5,000.00

Public Library Administered by Librarian

Police Evidence Account Average balance is \$55,000.00

Court Bond Account Average balance is over \$35,000

PD Revolving and Court Revolving Theoretically should go to zero but both maintain small balances

Municipal Building Account Average balance is \$11,000.00

RFP Coordinators

To ensure fair and objective evaluation, all questions related to this RFP should be addressed only to the person(s) so named in this RFP. Vendors directly contacting other City employees will risk elimination of their proposal from further consideration. Any oral communications will be considered unofficial and non-binding on the City. The vendor should rely on written statements issued by the RFP Coordinators:

Name:

Traci Cox, City Clerk

Address:

City of
Carthage 326
Grant Street
Carthage, MO 64836

Telephone: (417) 237-7000

Fax: (417) 237-7002

E-mail t.cox@carthagemo.gov

ATTACHMENT I

CITY OF CARTHAGE PROPOSED FEE STRUCTURE

Financial Institution Simmons Bank

Executing Official Emily Garrett

Senior Officer Liaison to City Emily Garrett

Day to Day Contact Person Heather Arthur

The Bid for the City of Carthage accounts will be the floating rate as described above. Please designate if the bid would be different if the contract was signed for more than 2 years and detail extended contract options not to exceed 5 years.

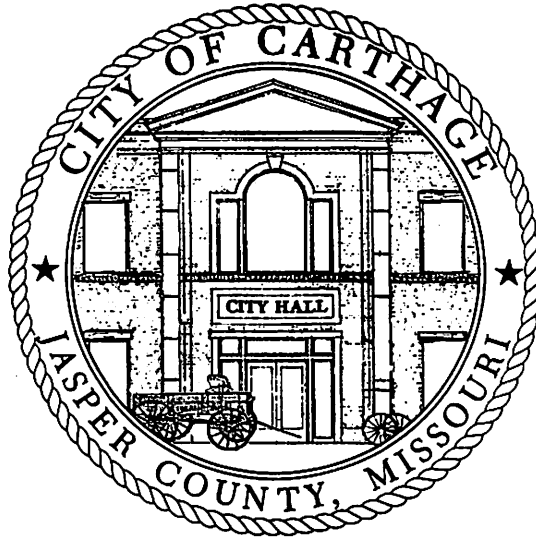
Simmons Bank will provide the City of Carthage with an interest rate equaled to the 91 Day Treasury Bill Auction Rate plus 9 basis points on all interest-bearing accounts for the term of the bid. The current rate as of the week March 18th, 2019 is 2.41%. Your all-in rate would be 2.50%.

With the acceptance of the depository bid and the City of Carthage's purchasing card program, Simmons Bank will provide the City of Carthage with an interest rate equaled to the 91 Day Treasury Bill Auction Rate plus 13 basis points on all interest-bearing accounts for the term of the bid. The current rate as of the week March 18th is 2.41%. Your all-in rate would be 2.54%.

OTHER BANKING SERVICES	Initial Fees	Ongoing Fees
Checks Paid	<u>\$0.00</u>	<u>\$0.00</u>
Deposit Check returns	<u>\$0.00</u>	<u>\$0.00</u>
Coin/Currency deposits	<u>\$0.00</u>	<u>\$0.00</u>
Deposits Posted	<u>\$0.00</u>	<u>\$0.00</u>
Direct Deposit	<u>\$0.00</u>	<u>\$0.00</u>
Online Services (ALL)	<u>\$0.00</u>	<u>\$0.00</u>
Purchasing Cards	<u>\$0.00</u>	<u>\$0.00</u>
Wire Transfer Fees	<u>\$0.00</u>	<u>\$0.00</u>
Stop Payment Fees	<u>\$0.00</u>	<u>\$0.00</u>
Deposit Slips (Triplicate)	<u>\$0.00</u>	<u>\$0.00</u>
Printed Checks (selected accounts)	<u>\$0.00</u>	<u>\$0.00</u>
Courier	<u>\$0.00</u>	<u>\$0.00</u>
Bank Bags	<u>\$0.00</u>	<u>\$0.00</u>
Phone Transfers	<u>\$0.00</u>	<u>\$0.00</u>
Internet Banking Services	<u>\$0.00</u>	<u>\$0.00</u>
Simmons Bank	Request For Proposal	Banking Services

ACH Transactions (ALL)	<u>\$0.00</u>	<u>\$0.00</u>
credits, debits returns, transmissions, etc.		
Written Documentation requests (ALL)	<u>\$0.00</u>	<u>\$0.00</u>
(ie: bank adjustments, charge backs)		
Credit Card Services	<u>\$0.00</u>	<u>\$0.00</u>
TOTAL	<u>\$0.00</u>	<u>\$0.00</u>

Include a separate sheet for all other fees not listed above.



NOTES TO BANKING OFFICIALS

City of Carthage Staff prefer a “no fees” proposal.

The preferred bid proposal would be based on interest rates that cover fees and other costs associated with the City’s banking services. Please list fees above as a per item, per month, annually etc.

Preference will be given to the bank that simplifies or eliminates the fee structure.

COUNCIL BILL NO. 19-20

ORDINANCE NO.

An Ordinance authorizing the Mayor to execute a Supplemental Agreement between the City of Carthage, the Missouri Highway and Transportation Commission and the Missouri & Northern Arkansas Railroad Company, Inc. providing for the installation of various safety improvements at an existing public highway/rail grade crossing in Carthage, Missouri, where Chestnut Street intersects Railroad's tracks at a point known as DOT Crossing #434.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute on behalf of the City of Carthage, the Supplemental Agreement between the City of Carthage, the Missouri Highway and Transportation Commission and the Missouri & Northern Arkansas Railroad Company, Inc. providing for the installation of various safety improvements at an existing public highway/rail grade crossing in Carthage, Missouri, where Chestnut Street intersects Railroad's tracks at a point known as DOT Crossing #434, a true copy of which is attached hereto and incorporated herein as if set out in full.

SECTION II: That all ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.

SECTION III: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Public Works/Adm. Staff

CCO Form: MO66
Approved: 04/04 (BDG)
Revised: 05/18 (MWH)
Modified:

Chestnut St
In Carthage
Jasper County
Crossing No. 434 788G
Job No. RRP-000S(609)

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SUPPLEMENTAL
AGREEMENT FOR HIGHWAY/RAIL CROSSING IMPROVEMENTS**

THIS SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), the Missouri & Northern Arkansas Railroad Company, Inc. (hereinafter, "Railroad"), and the City of Carthage, Missouri (hereinafter, "Agency"), pursuant to the terms of a Master Agreement For Improved Warning Devices between the Railroad and Commission executed by the Railroad on April 29, 1993, and by the Commission on May 20, 1993.

WITNESSETH:

WHEREAS, the installation of various safety improvements appears to be warranted at an existing public highway/rail grade crossing in Carthage, Missouri, where Chestnut Street intersects Railroad's tracks at a point known as DOT Crossing #434 788G (hereinafter the "Chestnut St Grade Crossing"); and

WHEREAS, the parties agree that this installation shall be in substantial compliance with the *Manual on Uniform Traffic Control Devices* (MUTCD), and will enhance safety to both highway and railroad traffic at said grade crossing; and

WHEREAS, representatives of the parties participated in a diagnostic review and field inspection of this grade crossing on May 7, 2019, during which they considered and tentatively agreed on the specific safety improvements that should be implemented to enhance safety for both highway and railroad traffic at this crossing; and

NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein contained, the parties agree as follows:

(1) PURPOSE: The purpose of this Supplemental Agreement is to provide for funding, installation, and maintenance of crossing surface improvements at the Chestnut St Grade Crossing (hereinafter, the "Project")

(2) SCOPE OF WORK: The scope of work includes the Railroad's performance of the following work:

(A) Remove the existing timber and asphalt crossing surface, rail, ties and other track material.

(B) Install new rail, ballast, ties, other track material and asphalt crossing surface with rubber headers. The crossing surface shall be of sufficient length to accommodate the existing pedestrian pathways on the north and south sides of Chestnut Street.

All of the preceding work to be performed at the Chestnut St Grade Crossing (US DOT# 434 788G).

(3) FUNDING AND APPORTIONMENT: The Commission will reimburse the Railroad for ninety percent (90%) of the eligible costs of the work described in Section (2) and Section (5) of this Supplemental Agreement.

(4) COST OF PROJECT: The cost of the Project shall be the total monies expended by the Railroad to complete the work described in Section (2) and Section (5), all in accordance with the plan and cost estimate developed by the Railroad for this specific Project and attached to this Supplemental Agreement.

(5) PRELIMINARY WORK: The Railroad shall prepare and submit to the Commission a detailed plan and cost estimate for the work as described in Section (2) "Scope of Work" of this Supplemental Agreement, in accordance with the work recommended pursuant to the diagnostic review of the Chestnut St Grade Crossing, which was conducted on May 7, 2019 and in accordance with the provisions of the Master Agreement.

The Detailed Plan shall be attached to this Supplemental Agreement as Exhibit 1; the Detailed Cost Estimate shall be attached as Exhibit 2; and both Exhibits 1 and 2 shall be incorporated by reference in this Supplemental Agreement.

(6) CHANGE ORDERS: If any material change is made in the original plan and extent of the work, reimbursement to the Railroad shall be limited to costs covered by a change order having approval of the Commission PRIOR to the performance of the work.

(7) INSTALLATION: The Railroad, upon receipt of notification from the Commission and in accordance with the Ordered Due Date of the Commission's Administrative Order pursuant to Section 389.610, RSMo, approving this Project, shall furnish all labor and material and complete the work described in Section (2) in accordance with the Master Agreements, and in accordance with the plan and estimate attached hereto, and the rules and regulations contained in 23 CFR Part 140 Subpart I and 23 CFR Part 646 Subpart B issued by the Federal Highway Administration.

(8) FORCE ACCOUNT AND NON-FORCE ACCOUNT WORK: The Railroad will furnish all of the material and do all of the work described in Section (2) and in Section (5) of this Supplemental Agreement with its own forces, or may perform the work using a contractor paid under a contract let by the Railroad in compliance with provisions of 23 C.F.R. Chapter I, Subchapter B, Part 140, Subpart I and Chapter 34

RSMo. Relevant provisions of 23 C.F.R. and Chapter 34 RSMo are by reference made part of this Supplemental Agreement.

(9) MAINTENANCE AND OPERATION: The Railroad shall maintain the crossing surface described in Subsection 2(B) at the Railroad's expense as long as it operates trains through the crossing; or until the crossing is abandoned, closed, or for any reason the maintenance of the crossing surface becomes unnecessary.

(10) PAYMENT PROVISIONS:

(A) Upon receipt of the Railroad's final statement of costs and after a review of the statement in relation to the work performed, the Commission will reimburse the Railroad with State and Federal funds pursuant to 23 USC 130, for ninety percent (90%) of the costs incurred by the Railroad for its work as described in Section (2) and Section (5) of this Supplemental Agreement. If an audit reveals that the Railroad has been overpaid, the Railroad shall immediately refund the Commission for such overpayment. If an audit reveals that the Railroad has been underpaid, the Commission will reimburse the Railroad for such underpayment.

(B) The Commission shall reimburse the Railroad within sixty (60) days after it has received Railroad's progressive invoices, and within one hundred twenty (120) days after it has received the Railroad's final invoice and statement of costs (which shall be conspicuously marked "FINAL"), for the actual costs incurred by the Railroad for eligible work performed in accordance with this Agreement. If the Commission disputes any invoice, the Commission shall pay the Railroad any undisputed amount within sixty (60) days of receipt of the invoice and, within thirty (30) days after receipt of the invoice, notify the Railroad of the disputed amount and request supporting documentation to verify the accuracy of the invoice. The Commission shall thereafter pay the Railroad any remaining portions of the invoice within thirty (30) days of receipt of documentation adequate to justify the disputed expenditures.

(11) AGENCY OBLIGATION: The Agency hereby agrees to cooperate in the handling of traffic during all of the work described in Section (2).

(12) INDEMNIFICATION BY THE AGENCY:

(A) To the extent allowed or imposed by law, the Agency 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 Agency's wrongful or negligent performance of its obligations under this Supplemental Agreement.

(B) The Agency will require any contractor procured by the Agency to work under this Supplemental 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 insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 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 Supplemental 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.

(13) NON-EMPLOYMENT OF UNAUTHORIZED ALIENS: Pursuant to Section 285.530, RSMo. no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

(A) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

(B) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit 3.

(14) WAIVER OF HEARING ON ISSUANCE OF ADMINISTRATIVE ORDERS: This Supplemental Agreement is made subject to approval of the proposed Project by a final administrative order issued by the Missouri Highways and Transportation

Commission, or by the Missouri Administrative Hearing Commission (hereinafter "AHC"), in accordance with section 389.610, RSMo Supp. 2004. With reference to the issuance of that administrative order, the Railroad, the Agency and the Commission stipulate that the construction of the Project as described in this Supplemental Agreement will promote public safety, and will not adversely affect public necessity. The Railroad and the Agency each consents that the Commission or the AHC, or both, may issue administrative orders approving and authorizing the construction of this Project in conformity with the provisions of this Supplemental Agreement, and the Railroad and the Agency each waives its right to notice and an opportunity for hearing before the issuance of these administrative orders provided no other party requests a hearing.

(15) NONDISCRIMINATION ASSURANCE: If work under this Supplemental Agreement is funded in whole or in part with any Federal funds administered by the United States Department of Transportation, the following provisions apply:

(A) Civil Rights Statutes: The Railroad and Agency 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. In addition, if the Railroad and Agency are providing services or operating programs on behalf of the Department or the Commission, they shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Railroad and Agency 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 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Supplemental Agreement.

(C) Nondiscrimination: The Railroad and Agency 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 Railroad and Agency shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 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 Railroad and Agency. These apply to all solicitations either by competitive bidding or negotiation made by the Railroad and Agency for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Railroad and Agency of the requirements of this Supplemental 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 Railroad and Agency shall provide all information and reports required by this Supplemental 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 Railroad and Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Railroad and Agency 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 Railroad and Agency fail to comply with the nondiscrimination provisions of this Supplemental 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 Supplemental Agreement until the Railroad complies; and/or

2. Cancellation, termination or suspension of this Supplemental Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Railroad and Agency shall include the provisions of Section 15 of this Supplemental 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 Railroad and Agency 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 Railroad and Agency become involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Railroad and Agency may request the United States to enter into such litigation to protect the interests of the United States.

(16) COMPLIANCE WITH LAWS: The Railroad shall comply with all applicable Federal, State and local laws and regulations in the performance of this Supplemental Agreement.

(17) BUY AMERICA: The Railroad agrees to abide by the provisions of the Buy America requirements of the 49 CFR Part 661.

(18) AMENDMENTS: Any change in this Supplemental Agreement, whether by modification or supplementation, must be accomplished by a formal contract

amendment signed and approved by the duly authorized representative of the parties.

(19) COMMISSION REPRESENTATIVE: The Multimodal Operations Director is designated as the Commission's representative for the purpose of administering the provisions of this Supplemental Agreement.

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

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

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

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

(24) AUDIT OF RECORDS: The Railroad shall maintain all records relating to this Supplemental Agreement, including but not limited to invoices and payrolls. 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 Supplemental Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Supplemental Agreement.

(25) RAILROAD NOTIFICATION: At least five (5) days prior to the commencement of work described in Section (2) or Section (5), the Railroad shall notify the Commission of the date it plans to commence said work. If the Commission does not receive said notification from the Railroad, the Commission may withhold an amount of five percent (5%) of the final payment to the Railroad. Such five percent (5%) payment will not be provided to the Railroad until after a final audit has been performed by the Commission.

(26) AUTHORITY TO EXECUTE: The signers of this Supplemental 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 Supplemental Agreement.

(27) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Master Agreement and all previous Supplemental Agreements between the parties shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement on the last date written below. The Agency executed same pursuant to Ordinance No. _____, of said Agency, approved on the _____ day of _____, 20____ (see Agency signature block on page 10).

Executed by Railroad this _____ day of _____, 20____.

Executed by Commission this _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

MISSOURI & NORTHERN ARKANSAS
RAILROAD COMPANY, INC.

By _____

Name _____

Title _____

ATTEST:

Commission Secretary

APPROVED AS TO FORM:

Senior Administrative Counsel

Executed by Agency this _____ day of _____, 20____.

CITY OF CARTHAGE, MISSOURI

By _____

Title _____

By _____

Title _____

By _____

Title _____

City Ordinance # _____

TYPICAL X-ING PLAN & SECTION VIEWS
 PUBLIC CROSSING
 (RUBBER FLANGEWAY-RAIL SEAL)

TIES & ROAD CROSSINGS

552 52.425

1. Engineering - Engineering is the application of scientific principles to the design and construction of structures, machines, and systems.

10/05/2012 Request Date 10/02/2013

GENESEE & WYOMING
ENGINEERING DEPARTMENT
STANDARDS REFERENCE MANUAL



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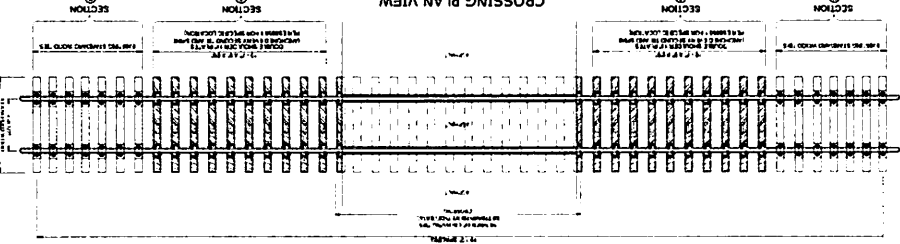
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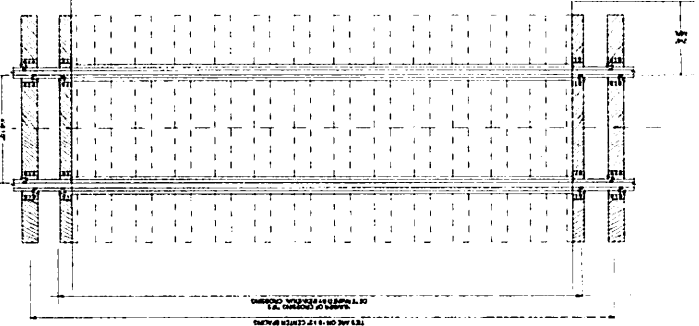
SECTION A-A

Technical drawing of a road cross-section showing a 2% slope, drainage system, and seal section. The drawing includes labels for various components and dimensions:

- Top Labels:**
 - Left: "1.5% SLOPE" (repeated twice)
 - Center: "2% SLOPE"
 - Right: "1.5% SLOPE" (repeated twice)
- Dimensions and Distances:**
 - Top right: "1.5% SLOPE" (repeated twice)
 - Bottom right: "1.5% SLOPE" (repeated twice)
 - Bottom center: "1.5% SLOPE" (repeated twice)
 - Bottom left: "1.5% SLOPE" (repeated twice)
- Structural Details:**
 - Center: "2% SLOPE" (repeated twice)
 - Bottom center: "1.5% SLOPE" (repeated twice)
 - Bottom left: "1.5% SLOPE" (repeated twice)
 - Bottom right: "1.5% SLOPE" (repeated twice)
- Seal Section:**
 - Bottom left: "SEAL SECTION"
 - Bottom center: "1.5% SLOPE" (repeated twice)
 - Bottom right: "1.5% SLOPE" (repeated twice)

SEAL SECTION

CROSSING PLAN VIEW



FILE	ES6003 3	REVISITS	10-07-2013	08/17/15
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**EXHIBIT
1**

Missouri & Northern Arkansas Railroad - Genesee & Wyoming Inc
 514 N Orner St
 Carthage, MO

Surface Renewal Estimate of Cost
Chestnut St - Carthage MO
DOT 434 788G
MP 528.7, Webb City Subdivision

Materials

Rubber rail seal - 56 track feet	3,600.00	
Rail - 160 LF	4,000.00	
7x10 ties - 40	3,100.00	
Asphalt	3,400.00	
Ballast	1,500.00	
Total materials	15,600.00	\$15,600.00

Labor

Construction	7,600.00	
Surfacing	3,500.00	
Total labor	11,100.00	\$11,100.00

Total estimated cost		
		\$26,700.00

EXHIBIT
3

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____, 20____, before me appeared (Affiant's name:) _____, who is personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to this affidavit, and being by me first duly sworn, he/she stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

- I, the Affiant, am the (Title:) _____ of MISSOURI & NORTHERN ARKANSAS RAILROAD CO., INC. and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and will not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 USC § 1324a(h)(3).

- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in the city or county and state, and upon the day and year first above-written.

Notary Public My commission expires:



PUBLIC NOTICE AND REQUEST FOR COMMENTS

REGARDING PROPOSED PUBLIC HIGHWAY-RAILROAD CROSSING CONSTRUCTION OR SAFETY IMPROVEMENTS

SECTION 1. MHTC CONSIDERATION OF PROPOSED PROJECT:

THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (MHTC) IS NOW CONSIDERING A PROPOSAL TO APPROVE THE CONSTRUCTION OF A PUBLIC HIGHWAY- RAILROAD CROSSING, OR SAFETY IMPROVEMENTS TO AN EXISTING PUBLIC HIGHWAY- RAILROAD CROSSING, OR BOTH, AS FURTHER DESCRIBED IN THIS NOTICE. THE PURPOSE OF THIS NOTICE IS TO INFORM THE PUBLIC AND TO SOLICIT COMMENTS ON THE PROPOSED PROJECT. TERMS OF THE PROPOSED PROJECT MAY BE ALTERED BY AGREEMENT OF THE INTERESTED PARTIES, AND BY LAWFUL ORDERS OF MHTC, OR THE MISSOURI ADMINISTRATIVE HEARING COMMISSION.

SECTION 2. PROJECT LOCATION:

☒ Existing / ☐ Proposed Crossing of:		Roadway Classification: Rural Major Collector	
Route No. N/A	Street Name Chestnut Street	☒ Within / ☐ Near	
City / Town / Village Carthage	Jasper County	Missouri	
With: Missouri & Northern Arkansas Railroad Co (MNAR)	At RR Milepost 528.70	USDOT Inventory No.:	434 788G

SECTION 3. DESCRIPTION OF PROPOSED CONSTRUCTION OR SAFETY IMPROVEMENT PROJECT:

This section describes the proposed highway-railroad crossing construction or safety improvement project, which is now being considered by MHTC. If MHTC approves the project as proposed, then for each row in this section, Column 3.2 indicates which interested party shall be responsible to perform the work listed in Column 3.1; Column 3.3 also indicates which party or parties shall be responsible to pay the costs of performing the work listed in Column 3.1, and what portion of the costs for that work shall be apportioned to each party. Because this project has not yet received final approval, the project description and responsibilities are subject to change without notice as provided by law.

3.1. Scope of Work to Be Performed	3.2. Party Responsible to Perform Work	3.3. Party or Parties Responsible to Pay Costs
Replace existing timber crossing surface with new asphalt crossing surface with rubber headers	MNAR	MNAR/MODOT

SECTION 4. MoDOT SOLICITATION OF PUBLIC COMMENTS:

YOU ARE INVITED TO COMMENT IN SUPPORT OF, OR IN OPPOSITION TO, THE PROJECT DESCRIBED IN THIS NOTICE. MoDOT is soliciting these comments for the purpose of identifying, evaluating and/or planning the safety enhancement of potential accident sites, hazardous roadway conditions, or railway-highway crossings pursuant to sections 130, 144, and 152 of Title 23, United States Code, or for the purpose of developing any highway safety construction improvement project which may be implemented utilizing Federal-aid highway funds. Comments should be made in writing and filed with MoDOT Multimodal, at the address below, not later than fifteen (15) days after the service date of the Public Notice. The comments are protected by 23 U.S.C. 409 from discovery and admission into evidence in damage suits relating to crossing accidents.

Date of Notice: May 13, 2019

***IMPORTANT— PLEASE SUBMIT
COMMENTS BEFORE THE FOLLOWING DATE:***

May 29, 2019

Please address your comments for or against the proposed project to:	ATTN: Mr. Jack Wright	Title: Rail Safety Specialist
	Multimodal Operations	Telephone (573) 751-5969
	Missouri Department of Transportation 105 W. Capitol Ave., P.O. Box 270 Jefferson City, MO 65102-0270	FAX (573) 526-4709

PUBLIC NOTICE AND REQUEST FOR COMMENTS

REGARDING PROPOSED PUBLIC HIGHWAY-RAILROAD CROSSING CONSTRUCTION OR SAFETY IMPROVEMENTS

SECTION 5. MHTC MAY APPROVE PROJECT WITHOUT FURTHER PUBLIC NOTICE:

Except as otherwise provided by law, the Missouri Highways and Transportation Commission (MHTC) has exclusive power to approve, modify or deny the proposed construction or safety improvements described in this notice. Not less than fifteen (15) days after the service date of this notice, MHTC may issue an Administrative Order approving the proposed project without further notice, if:

A. MoDOT Multimodal receives no written comments in opposition to the proposed project within the fifteen (15)-day notice period; or

B. MoDOT Multimodal timely receives written comments in opposition, but there is competent and substantial evidence from which MHTC finds that the proposed project (either as described in the Public Notice, or as modified in response to any comments received) will promote public safety and will not adversely affect public necessity; and

C. No interested party is pursuing a pending Application with the AHC to review or determine this project.

See Section 6 of this notice.

SECTION 6. INTERESTED PARTIES MAY FILE AN APPLICATION WITH THE AHC:

Any interested party may file an application with the Administrative Hearing Commission (AHC), which is a separate body from the MHTC, for a formal hearing/review, of the proposed project. Upon the filing of such an Application, the AHC acquires exclusive jurisdiction to conduct hearings, make findings of fact and conclusions of law, and issue orders to determine the project, as provided by law.

Administrative Hearing Commission
Truman Bldg. Room 640, P.O. Box 1557
Jefferson City, MO 65102-1557
Telephone (573) 751-2422

SECTION 7. ADDITIONAL INFORMATION / COURT REVIEW:

Any interested party who is aggrieved by a final administrative order in this matter, whether issued by the MHTC or by the AHC, may seek judicial review of the order as provided by law, by filing a petition in Circuit Court, unless the party has waived judicial review.

A COPY OF THIS NOTICE HAS BEEN SENT TO:
MoDOT Southwest District, City of Carthage and Missouri & Northern
Arkansas Railroad

If you have questions about the proposed project, or desire further details, please contact the Missouri Department of Transportation at:

Railroad Administrator
Missouri Department of Transportation
105 W. Capitol Ave., P.O. Box 270
Jefferson City, MO 65102-0270
573-751-5969

Additional Comments:

***NEW
BUSINESS***

COUNCIL BILL NO. 19-21

ORDINANCE NO. _____

An Ordinance authorizing a special use permit for the operation of private helicopter rides at the Forest Park Baptist Church, 2535 S. Grand Ave., City of Carthage, Jasper County, Missouri.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I: A public hearing was held by the Planning, Zoning and Historic Preservation Commission May 20, 2019. The Commission determined that a Special Use Permit will conform to the intent and purpose of the Code of Carthage, that neighboring property will not be unnecessarily injured and that substantial justice will be done.

SECTION II: A special use permit for the operation of private helicopter rides is hereby granted to KC Copters of Olathe, Kansas on behalf of Forest Park Baptist Church for Saturday October 19, 2019, to be located on real estate described as:

The Northwest corner of George E. Phelps Blvd. and Grand Ave.
(CAR MISC BEG 829.66' S NE COR SE W 745' S 400' E 745' N 400' TO POB EX HWY)

Commonly known as 2535 S. Grand Ave., City of Carthage, Jasper County, Missouri.

SECTION III: Said Special Use Permit is granted in accordance with Chapter 25-251 (18) of the Code of the City of Carthage. Said Special Use Permit granted under this section shall automatically terminate at the conclusion of the 2019 Maple Leaf activities. Failure to purchase a merchants license or business license, for those businesses required to purchase such a license, shall also be prima facia evidence of cessation of the permitted use.

SECTION IV: This Ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS ____ DAY OF _____, 2019.

Dan Rife, MAYOR

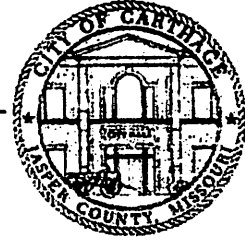
ATTEST:

Traci Cox, CITY CLERK

Sponsored by: Planning & Zoning Commission

SPECIAL USE PERMIT PETITION

You must provide all requested information on the application. Blanks may delay processing of your petition. (write 'n/a' if information is not applicable to proposal).



Date: 04/03/2019

Filing Fee: \$100.00

Type of Special Use: *(be as specific as possible and cite Zoning Ordinance provision listing use as permitted special use)*

Helicopter rides for Annual Maple Leaf Festival

Note: The City's Zoning Ordinance and Comprehensive Plan may be viewed at the City Clerk's Office or the Public Works Department

Modification of previously issued Special Use Permit: ☐ Yes ☒ No

Property Address : 2535 Grand Avenue (Forest Park Baptist Church lot southwest parking lot)

Location/Legal description:

CAR MISC BEG 829.66' S NE COR SE W 745' S 400' E 745' N 400' TO POB EX HWY

Total site area: Approximately 1 acre (See map) sq. ft.

Zoning District(s) and land area within each:

Light Industrial

Present Land Use(s):

Parking lot and recreational fields

Owner: Forest Park Baptist Church

Address: 725 S HIGHVIEW AVE Tele: 417-358-4265

City: Joplin State: MO Zip Code: 64801

Email Address: mike@forestpark.tv Fax: _____

Petitioner: Carthage Chamber of Commerce-Mark Elliff Relationship to Owner: None
(person to whom all correspondence will be sent)

Address: 402 S. Garrison Tele: 417-358-2373

City: Carthage State: MO Zip Code: 64836

Email Address: melliff@carthagechamber.com Fax: 417-358-7479

m10

"America's Maple Leaf City"

Proposal: *(Attach Special Use Permit Petition Statement of Justification)*

Other information: _____
(additional relevant information about the site or proposal you wish to note or cite)

See Attached Page

The undersigned property owner(s) hereby authorize the filing of this petition (and any subsequent revisions thereto), and authorize(s) on-site review by authorized staff

Signature: Mick Thompson **Date:** 4-2-19

Signature: _____ **Date:** _____

Signature: _____ **Date:** _____

The undersigned petitioner hereby certifies that, to the best of his or her knowledge and belief, all information supplied with this application is true and accurate.

Signature: _____ **Date:** _____

Return form to: Public Works Department

Office Use Only:	Date Received: _____	Hearing date: _____	Approved: ☐ Yes ☐ No
Permit Required: ☐ Yes ☐ No	Permit type: _____ <i>(if applicable)</i>		

SPECIAL USE PERMIT PETITION

STATEMENT OF JUSTIFICATION

For each of the five criteria listed below, provide a statement that explains how any existing conditions, proposed development features, or other relevant facts would allow the Planning, Zoning and Historic Preservation Commission to reach a recommendation, and attach any additional documents or materials that provide supporting factual evidence. The considerations listed under each required criteria are simply suggestions. Applicant should address any additional considerations potentially raised by the proposed development.

Important: Applicant bears the burden of presenting sufficient factual evidence to support findings of fact that allow the Commission to reasonably reach a recommendation. If the applicant fails to meet that burden, the Commission has no choice but to recommend denying the petition.

1. The proposed development will not materially endanger the public health or safety.

Considerations:

- Traffic conditions in the vicinity, including the effect of additional traffic on streets and street intersections, and sight lines at street intersection and curb cuts.
- Provision of services and utilities, including sewer, water, electrical, garbage collection, and fire protection.
- Soil erosion and sedimentation.
- Protection of public, community, or private water supplies, including possible adverse effects on surface waters or groundwater

2. The proposed development will comply with all regulations and standards generally applicable within the zoning district and specifically applicable to the particular type of special use or class of special uses.

3. The proposed development will not substantially injure the value of adjoining property, or is a public necessity.

Considerations:

- The relationship of the proposed use and the character of development to surrounding uses and development, including possible conflicts between them and how these conflicts will be resolved.
- Whether the proposed development is so necessary to the public health, safety, and general welfare of the community as a whole as to justify it regardless of its impact on the value of adjoining property.

4. The proposed development will be in harmony with the area in which it is located.

Considerations:

- The relationship of the proposed use and the character of development to surrounding uses and development, including possible conflicts between them and how these conflicts will be resolved.

5. The proposed development will be consistent with the City's Comprehensive Plan.

Considerations:

- Consistency with the Plan's objectives for the various planning areas, its definitions of the various land use classifications and activity centers, and its locational standards.

Signature: Mike [Signature]

Date: 4-8-19

Other Information Comments

We are asking to use this location to allow for helicopter rides during the 2018 Maple Leaf Festival. Hours of operation will be as follows (tentatively):

Sat 10/19/19 Noon-5 p.m.

This location is near the Carnival which is held on the Carthage City Parking Lot east of the Y. This will provide additional events for the Maple Leaf Festival.

Statement of justification

1. The proposed development will not materially endanger the public health or safety.

Considerations: The Company providing the helicopter rides will provide their own staff for securing the area. Additionally, they will adhere to all FAA regulations.

- Traffic conditions in the vicinity, including the effect of additional traffic on streets and street intersections, and sight lines at street intersection and curb cuts.
- Provision of services and utilities, including sewer, water, electrical, garbage collection, and fire protection.
- Soil erosion and sedimentation.
- Protection of public, community, or private water supplies, including possible adverse effects on surface waters or groundwater

2. The proposed development will comply with all regulations and standards generally applicable within the zoning district and specifically applicable to the particular type of special use or class of special uses.

3. The proposed development will not substantially injure the value of adjoining property, or is a public necessity.

Considerations: This is a temporary operation and will not have a lasting impact on the proposed site.

- The relationship of the proposed use and the character of development to surrounding uses and development, including possible conflicts between them and how these conflicts will be resolved.
- Whether the proposed development is so necessary to the public health, safety, and general welfare of the community as a whole as to justify it regardless of its impact on the value of adjoining property.

4. The proposed development will be in harmony with the area in which it is located.

Considerations: We believe that this is an appropriate location to have the operation as this is an area that people will be in the vicinity because of the Carnival and the Marching Band Competition and is free of power lines.

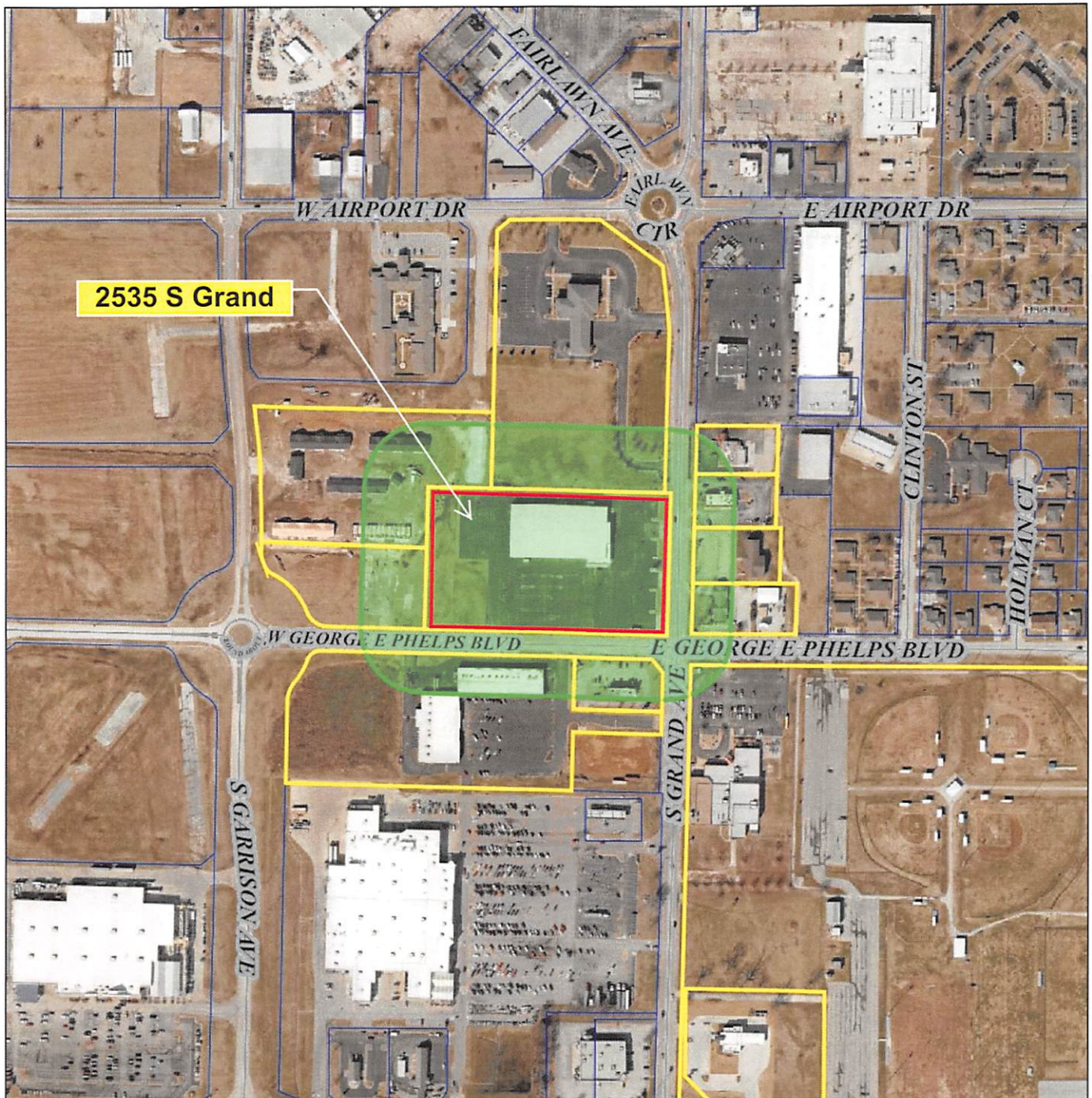
- The relationship of the proposed use and the character of development to surrounding uses and development, including possible conflicts between them and how these conflicts will be resolved.

5. The proposed development will be consistent with the City's Comprehensive Plan.

Considerations: This event will provide community goodwill as well as attracting additional sales tax dollars into Carthage.

- Consistency with the Plan's objectives for the various planning areas, its definitions of the various land use classifications and activity centers, and its locational standards.

185' Property Ownership Map / 2535 S Grand



Date created: 4/25/2019
Last Data Uploaded: 4/24/2019 9:04:57 PM

Developed by  **Schneider**
GEOSPATIAL



COUNCIL BILL NO. 19-22

ORDINANCE NO. _____

An Ordinance authorizing a special use permit for the operation of a Carnival to be located at The Fair Acres Sports Complex (East George Phelps Blvd.) in the City of Carthage, Jasper County, Missouri.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I: A public hearing was held by the Planning, Zoning and Historic Preservation Commission May 20, 2019. The Commission determined that a Special Use Permit will conform to the intent and purpose of the Code of Carthage, that neighboring property will not be unnecessarily injured and that substantial justice will be done.

SECTION II: The Commission has recommended, and the City Council does hereby grant and issue a Special Use Permit for the operation of a Carnival in conjunction with the Carthage Maple Leaf Parade from Wednesday October 16, 2019 through Saturday October 19, 2019, located on real estate described as:

CAR MISC S1/2 SW EX RDS & EX COM SW COR SW SW N 58.78' E 30.01' N 324.18' E 15.01' TO POB E 400.19' S 337.97' W 307.93' N 45 DEG W 130.32' N 243.88' TO POB.

Commonly known as The Fair Acres Sports Complex, East George Phelps Blvd., City of Carthage, Jasper County, Missouri.

SECTION III: Said Special Use Permit is granted in accordance with Chapter 25-251 (18) of the Code of the City of Carthage. Said Special Use Permit granted under this section shall automatically terminate at the conclusion of the 2019 Maple Leaf activities. Failure to purchase a merchants license or business license, for those businesses required to purchase such a license, shall also be prima facia evidence of cessation of the permitted use.

SECTION IV: This Ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Dan Rife, MAYOR

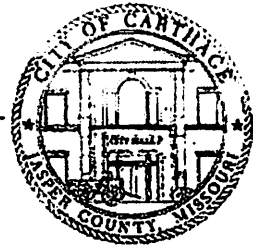
ATTEST:

Traci Cox, CITY CLERK

Sponsored by: Planning & Zoning Commission

SPECIAL USE PERMIT PETITION

You must provide all requested information on the application. Blanks may delay processing of your petition. (write 'n/a' if information is not applicable to proposal).



Date: 03/26/2019

Filing Fee: \$100.00

Type of Special Use: *(be as specific as possible and cite Zoning Ordinance provision listing use as permitted special use)*

Carnival for Annual Maple Leaf Festival

Note: The City's Zoning Ordinance and Comprehensive Plan may be viewed at the City Clerk's Office or the Public Works Department

Modification of previously issued Special Use Permit: ☐ Yes ☒ No

Property Address: Fair Acres Parking Lot (West lot next to YMCA)

Location/Legal description:

CAR MISC S1/2 SW EX RDS & EX COM SW COR SW SW N 58.78' E 30.01' N 324.18' E 15.01' TO POB E 400.19' S 337.97' W 307.93' N 45 DEG W 130.32' N 243.88' TO POB

Total site area: Approximately 77,131 sq. ft.

Zoning District(s) and land area within each:

General Business/817 feet to the west is First Dwelling

Present Land Use(s):

Parking lot and baseball fields

Owner: Jasper County (leased to City of Carthage)

Address: 302 S MAIN ST Tele: 417-358-0416

City: CARTHAGE State: MO Zip Code: 64836

Email Address: _____ Fax: _____

Petitioner: Carthage Chamber of Commerce-Mark Elliff Relationship to Owner: None

(person to whom all correspondence will be sent)

Address: 402 S. Garrison Tele: 417-358-2373

City: Carthage State: MO Zip Code: 64836

Email Address: melliff@carthagechamber.com Fax: 417-358-7479

Proposal: *(Attach Special Use Permit Petition Statement of Justification)*

Other information: _____
(additional relevant information about the site or proposal you wish to note or cite)

See Attached Page

The undersigned property owner(s) hereby authorize the filing of this petition (and any subsequent revisions thereto), and authorize(s) on-site review by authorized staff

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

The undersigned petitioner hereby certifies that, to the best of his or her knowledge and belief, all information supplied with this application is true and accurate.

Signature: *[Handwritten Signature]*, *Owner & CEO* Date: *4/8/19*

Return form to: Public Works Department

Office Use Only:	Date Received: _____	Hearing date: _____	Approved: ☐ Yes ☐ No
Permit Required: ☐ Yes ☐ No	Permit type: _____ <i>(if applicable)</i>		

Other Information Comments

We are asking to use this very visible location to allow a carnival operation for the 2019 Maple Leaf Festival. Hours of operation will be as follows:

Wed 10/16/19	5-10 p.m.
Thurs 10/17/19	5-10 p.m.
Fri 10/18/19	5-10 p.m.
Sat 10/19/19	12 noon-10 p.m.

The setup is approximately 200'x300' for rides, games, and concessions and 150'x75' for support vehicles. Again, we are working with the YMCA and Arvest Bank to use their area for the parking of the support vehicles. Tentatively, the company would arrive on Sunday, October 13; we are requesting that they undergo inspections from Public Safety and Public Works on Monday, setup Monday and Tuesday, operate Wednesday through Saturday, and breakdown/cleanup Sunday morning. Customers can purchase all-access armbands or pay-as-you-go tickets. They provide their own electricity and trash cans, as well as purchase a City business license and obtain all necessary health permits and safety inspections. Their company sets a curfew for all their employees. Their generator is the only equipment that requires ground stakes, and it creates only two small holes according to the carnival owner. This would be placed off site of the paved parking lot. They also provide fencing around all their rides and do their own cleanup. The Chamber would provide water access. Trash service, and portable toilets will also be made available. Pride Amusements, LLC is the same company that has provided the Carnival since 2016 and we have not had any ill effects. Comments received are very favorable.

Statement of justification

1. The proposed development will not materially endanger the public health or safety.

Considerations: Inspections will be done by the Public Safety and Public Works Departments prior to the opening of the carnival for the safety of the participants. Additionally, the carnival company will provide fencing around all their rides.

- Traffic conditions in the vicinity, including the effect of additional traffic on streets and street intersections, and sight lines at street intersection and curb cuts.
- Provision of services and utilities, including sewer, water, electrical, garbage collection, and fire protection.
- Soil erosion and sedimentation.
- Protection of public, community, or private water supplies, including possible adverse effects on surface waters or groundwater

2. The proposed development will comply with all regulations and standards generally applicable within the zoning district and specifically applicable to the particular type of special use or class of special uses.

3. The proposed development will not substantially injure the value of adjoining property or is a public necessity.

Considerations: This is a temporary operation and will not have a lasting impact on the proposed site. The carnival company is required to clean up any trash that may result from an event.

- The relationship of the proposed use and the character of development to surrounding uses and development, including possible conflicts between them and how these conflicts will be resolved.
- Whether the proposed development is so necessary to the public health, safety, and general welfare of the community as a whole as to justify it regardless of its impact on the value of adjoining property.

4. The proposed development will be in harmony with the area in which it is located.

Considerations: We believe that this is an appropriate location to have a carnival as this is an area that hosts softball, baseball and soccer games. During this time, the majority of these events will not be occurring.

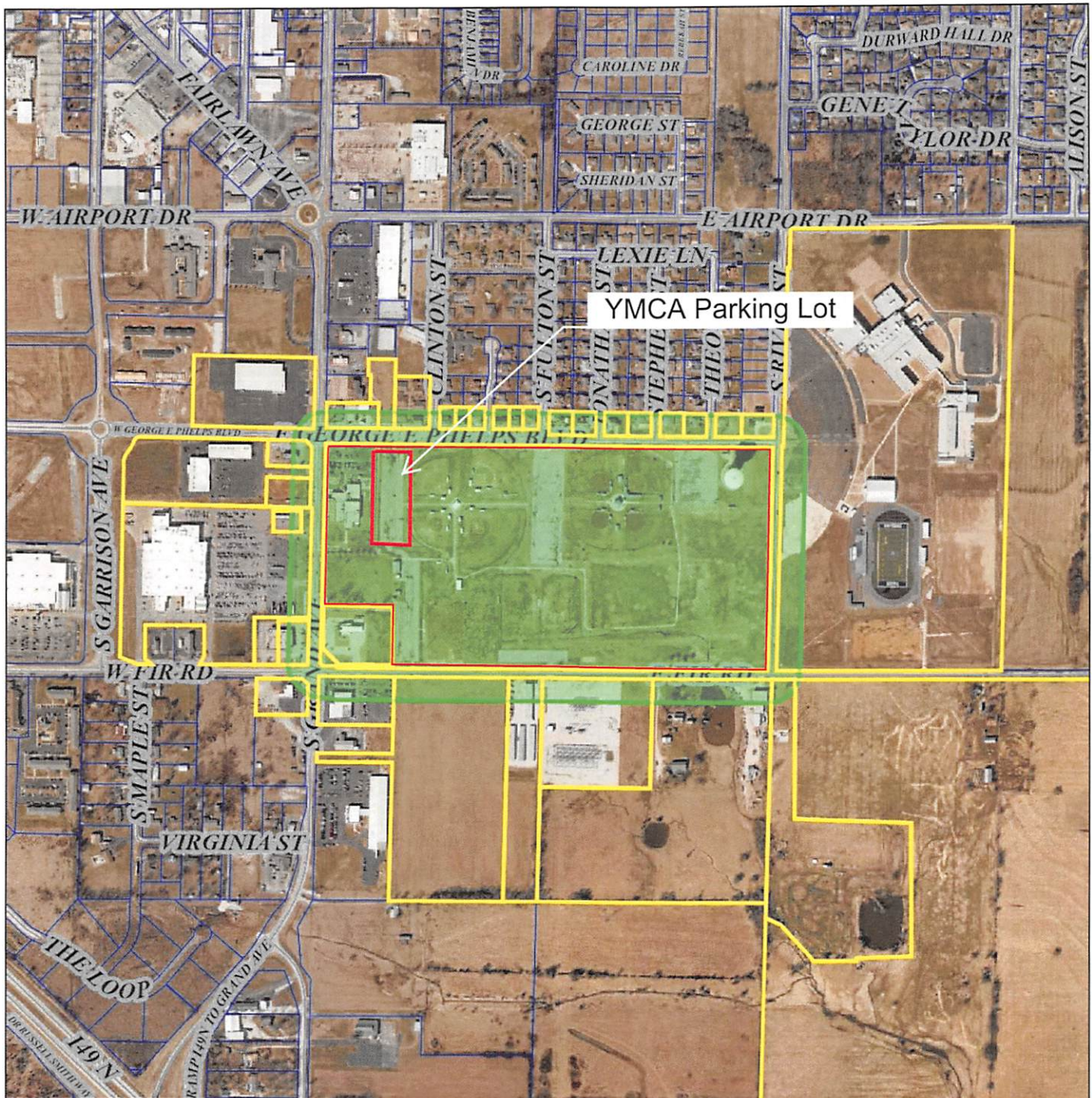
- The relationship of the proposed use and the character of development to surrounding uses and development, including possible conflicts between them and how these conflicts will be resolved.

5. The proposed development will be consistent with the City's Comprehensive Plan.

Considerations: This event will provide community goodwill as well as attracting additional sales tax dollars into Carthage.

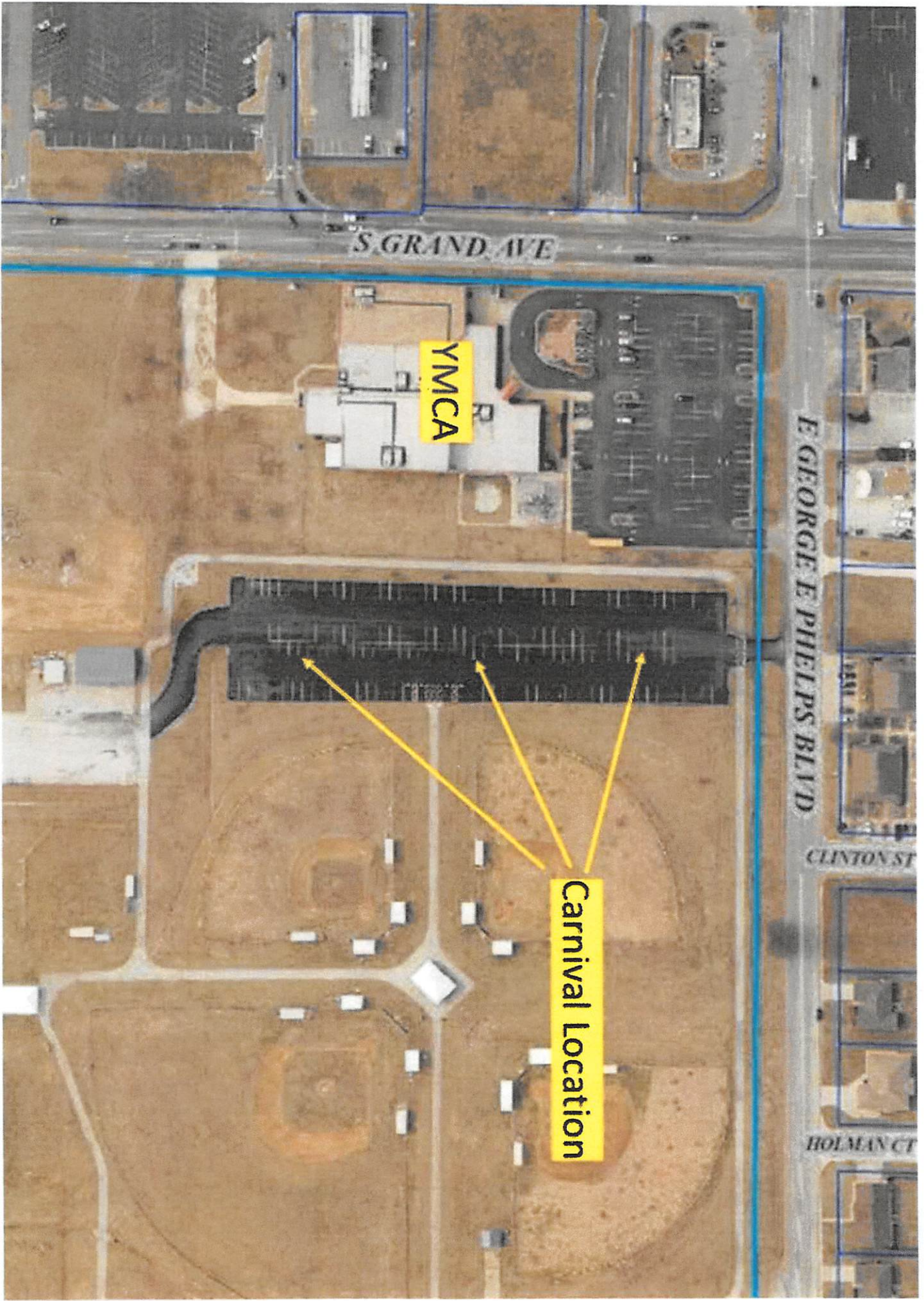
- Consistency with the Plan's objectives for the various planning areas, its definitions of the various land use classifications and activity centers, and its locational standards.

185' Property Ownership Map / YMCA Parking Lot



Date created: 5/6/2019
Last Data Uploaded: 5/3/2019 9:13:41 PM

Developed by  **Schneider**
GEOSPATIAL



S. GRAND AVE

YMCA

E GEORGE E PHELPS BLVD

CLINTON ST

HOLMAN CT

Carnival Location

***MAYOR'S
APPOINTMENTS***

Mayor's Appointments

May 2019

HOSPITAL BOARD

4 Year Term – 5 Members – Quarterly – 5:30PM – Mercy McCune-Brooks

<u>NAME</u>	<u>PHONE</u>	<u>ADDRESS</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Douglas Crandall	358-7383	2392 Whitten Road	05-08-07	May 23
Peter Metcalf	358-8888	702 East Highland	05-12-15	May 23

Over 60 Center Liason

<u>NAME</u>	<u>PHONE</u>	<u>ADDRESS</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Raymond West	358-8745	325 Boggess Dr.	05-28-19	N/A

RESOLUTIONS

RESOLUTION NO. 1870

A RESOLUTION APPROVING THE RECOMMENDATION OF THE McCUNE-BROOKS REGIONAL HOSPITAL TRUST FOR THE DISTRIBUTION OF FUNDS FROM THE RESTRICTED TRUST FUND TO THE CITY OF CARTHAGE.

WHEREAS, the City of Carthage established the McCune-Brooks Regional Hospital Trust (Trustee) in December 2011 for the benefit of the citizens of Carthage, as an irrevocable common law trust under Missouri law; and

WHEREAS, the City approved the sale of the Hospital Property, including all property described as the "Leased Property" and the "Assumed Assets" under the Lease, to Mercy-Carthage for the Purchase Price; and

WHEREAS, the remaining amounts paid by Mercy-Carthage pursuant to the Asset Purchase Agreement were deposited in the McCune-Brooks Regional Hospital Trust; and

WHEREAS, the Grantors of the Trust have agreed that as part of the Lease Agreement all net lease proceeds received by Grantor shall be held, administered, and distributed upon the recommendations of the Trustee, subject to the approval of the City Council; and

WHEREAS, the Trustee may at any time make recommendations for distribution of the principal, and net income, subject to the approval of the City Council, for only the following purposes:

- a) to or for the benefit of the welfare and healthcare related purposes of the citizens of the greater Carthage, Missouri metropolitan area;
- b) to reconstitute and provide funds to operate the Hospital, if needed, upon termination of the Lease Agreement;
- c) to pay any liabilities and obligations of McCune-Brooks under the Lease Agreement;
- d) to enforce the terms of the Lease Agreement, including hiring consultants and attorneys;
- e) to pay the costs necessary for McCune-Brooks to continue its affairs during the term of the Lease Agreement and to wind up its affairs during the Lease Term, including the cost of attorneys, auditors and accountants; and

WHEREAS, the Trustee has recommended the distribution of funds pursuant to section a) above, for grant awards to the following recipient:

City of Carthage	\$175,000
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NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, THE MAYOR CONCURRING HEREIN, AS FOLLOWS:

That the City Council of the City of Carthage, Missouri does hereby approve the recommendation of the Trustee for the distribution of funds pursuant to section a) above, and the attached application.

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

ATTEST:

Dan Rife, Mayor

Traci Cox, City Clerk

Application Date: February 5, 2019

MCCUNE BROOKS REGIONAL HOSPITAL TRUST
Data Sheet for Organizations
Requesting Grants

PLEASE NOTE: The McCune Brooks Regional Hospital Trust will review the data supplied herein making its determination as to whether or not it will recommend to the Carthage City Council that a grant be made to your organization. However, by reviewing your request and the information supplied herein, the Trust is in no way making any commitment to grant funds to your organization pursuant to this or any other request. Further, the Trust may, at its option, request additional information and such requests by the Trust should not be considered a commitment by the Trust to make any grant to your organization. The Carthage City Council must ultimately approve the Trust's recommendation for funding before any grant of funds can be made.

1. Legal name of your organization: City of Carthage, Missouri
2. Is your organization an organization qualified as a 501(c)(3) tax-exempt organization by the IRS or qualified in any other manner by the IRS as a tax-exempt entity? YES X NO _____
 - a. If your organization has qualified as a tax-exempt organization, please attach a copy of the IRS qualifying letter or such other documentation you are relying upon to establish your organization's tax-exempt status.
3. Please provide your organization's taxpayer identification number: 12487451
4. Please write a brief statement of the purpose of your organization. If you need additional space, you may write on the back of this form or attach a separate statement to this form.
The City of Carthage is a Charter City as provided by the Missouri Statutes.
The purpose of the City is to provide municipal government services including Police, Fire, Street Maintenance and Construction, Storm Water Management, Engineering Services, Civil Defense and Emergency Services, Recreational Facilities and Programming, Legislative and Administrative services to the Citizens of Carthage in the most efficient manner possible.
5. How much money is your organization requesting from the McCune Brooks Regional Hospital Trust?
\$175,000.
6. When does your organization anticipate the need for funds it is requesting? As soon as approved.
7. Please write a brief statement as to the purpose for which these funds are being requested. If you need additional space, you may write on the back or attach a statement to this form.
Please see attached.

8. If the McCune Brooks Regional Hospital Trust consents to recommend a grant to your organization of the funds requested for the purpose you have set forth in your response to Item 7 above, it will be because the trustee has determined that the purpose forwarded by the grant is for the general welfare and healthcare benefit of the citizens of Carthage, Missouri, and healthcare related purposes of the greater Carthage, Missouri, metropolitan area. Please write a brief statement as to how this requested grant to your organization will meet these purposes. If you need additional space, you may write on the back or attach a statement to this form.

Please see attached.

9. What are the sources of funds your organization relies upon to achieve its goals? You need not list individual donors by name. Also, please provide a balance sheet and income statement for your organization.

Tax revenues and user fees.

10. Please list the name, address, and phone number of the presiding officer of your organization.

Dan Rife, Mayor

326 Grant St. Carthage, MO 64836

417-237-7000

11. Please list the names, addresses, and phone numbers of four (4) officers or members of your organization, other than your presiding officer, who will be available to the Trust, or Trust's appointee, for the purpose of interviews about the organization and for the purpose of being a source of information about your organization.

1. Darren Collier
528 E. Centennial
Carthage, MO 64836
417-237-7000
2. Tom Short
326 Grant St.
Carthage, MO 64836
417-237-7003
3. Alan Bull
521 Robert Ellis Young Dr.
Carthage, MO 64836
417-237-7035
4. Mark Peterson
2000 Richard Webster Drive
Carthage, MO 64836
417-237-7030

12. Please identify an individual for follow up contact to review effectiveness of the grant, if different from above.

Tom Short and/or Mark Peterson.

Completed Affidavit **must** be included with application for consideration!

501(c) (3) VERIFICATION AFFIDAVIT

The undersigned, a duly appointed officer of the City of Carthage, Missouri,
(hereinafter referred to as the "Organization") hereby certifies that, as of the date shown below, the Organization is operating as an exempt organization as (a municipal subdivision of state government) described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, that said Organization has provided to the McCune Brooks Regional Hospital Trust a copy of its letter from the Internal Revenue Service informing the Organization of the determination of its exempt status, and that the Organization has not in the past year lost or relinquished its exemption status for any reason.

Dated this _____ day of _____, 2019.

City of Carthage, Missouri
(Name of Organization)

BY: _____
Signature

Dan Rife, Mayor
Typed Name and Title

Submit this completed application to:

McCune Brooks Regional Hospital Trust
c/o Schmidt and Associates
2530 Grand, Suite C
Carthage, MO 64836

Requests will be reviewed at the next scheduled meeting of the Trustee.

ATTACHMENT 1

7. Please write a brief statement as to the purpose for which these funds are being requested. If you need additional space, you may write on the back or attach a statement to this form.

The City of Carthage is requesting a grant to cover the cost to purchase property at 800 Robert Ellis Young Drive, Carthage, MO 64836. This 14.73-acre property has been leased by the City of Carthage from Dennis and Carolyn Detert for the past 10 years. During these 10 years the City has operated the property as a self-service driving range. In October of 2018 the Deterts, through their attorney, notified the City of Carthage that they would not be renewing the lease beginning January 1st of 2019. They would prefer to sell the property for an agreed upon fair price. The City of Carthage has had an appraisal of the property to determine a value. Based on the appraisal the City Council has directed staff to move forward with the process of negotiating a purchase of the property at a fair price. The City of Carthage has started this process through the City Attorney.

ATTACHMENT 2

8. If the McCune Brooks Regional Hospital Trust consents to recommend a grant to your organization of the funds requested for the purpose you have set forth in your response to Item 7 above, it will be because the trustee has determined that the purpose forwarded by the grant is for the general welfare and healthcare benefit of the citizens of Carthage, Missouri, and healthcare related purposes of the greater Carthage, Missouri, metropolitan area. Please write a brief statement as to how this requested grant to your organization will meet these purposes. If you need additional space, you may write on the back or attach a statement to this form.

Currently the property at 800 Robert Ellis Young Drive is used for a golf driving range. This driving range serves several recreational opportunities for golfers and others users of the facility in Carthage and surrounding communities. It is primarily used by recreational golfers to practice golf. A golf driving range is a common amenity for a golf course. A golfer wishing to practice will typically purchase a large basket of range balls. Many golfers use the range as a warm up opportunity to prepare for their round of golf. In this case a golfer would typically purchase one token that will dispense 30 golf balls from the self-service ball dispenser.

The purpose of the grant is for the general welfare and healthcare benefit of the citizens of Carthage and users of the facility. While playing, practicing and warming up for a round of golf is fun, it also offers a wide range of mental and physical benefits to its participants. Mental benefits include, keeping the mind alert and providing vital human contact, along with several other benefits to mental health. Clive Ballard, director of research at the Alzheimer's Society, says: 'Whether it is going for a jog or walking the golf course, keeping physically active is a great way to keep your heart and your brain healthy. By keeping active you make sure your brain has a good, strong blood supply, which is essential to help it function better now and in the future.' Just a good walk in the fresh air does wonders for endorphin and serotonin levels, leading to improved mood and reduced levels of stress and anxiety. Aside from mental health considerations, a round of golf can form a superb part of a physical fitness program. Along with the amount of walking involved, the golf swing in itself is great for providing a full-body workout. Each full swing exercises arms, legs, back and abdomen, with numerous repetitions over the course of a round - approximately 50+ times for accomplished players and many more for novice golfers. Attempting to improve skill levels by practicing on the range provides great exercise. Any form of physical exercise helps get the blood pumping to the heart. Walking, carrying bags and swinging all increase the heart rate and blood flow. The risk of a stroke and diabetes are reduced, and there can be positive effects on reducing blood pressure and harmful cholesterol, especially if combined with a healthy diet and lifestyle. The

Norwegian Golf Federation (NGF) found that during an 18-hole round, a player will have an average heart rate of 100 beats per minute, over a two to five hour period. Exercise and fresh air are also a powerful combination for improved sleep. Walking and swinging a club will provide a good workout. Regular exercise helps a person sleep faster and remain in a deep sleep for longer. Sleep helps muscles rest and repair. A Swedish study by the Karolinska Institutet led by Professor Anders Ahlbom, found that golfers have a 40% lower death rate, which corresponds to a 5-year increase in life expectancy.

The driving range also serves as the practice center for the Carthage High School boys and girls golf teams. These teams will use the range 3-4 times per week during each 10-week season. Further, the range is a key facility related to high school competition. A golf course must have a practice facility to be eligible for consideration in hosting high school district, sectional and state competitions. The Carthage Golf Course has been a desirable facility to local teams, coaches and the Missouri State High School Activities Association (MSHAA) when these location decisions happen. The golf course is appreciated as well as the services provided for these events and the practice facilities offered during these events. Without the range, the City cannot provide a practice facility and will not have the opportunity to host these events that greatly benefit the community.

The driving range also serves as an amenity when area organizations are shopping golf courses for their company or charitable event. The Course provides excellent packages for these events at a fair price that includes the use of the practice facility. The range serves as a warm up area before a full field shotgun start tournament as well as another area to conduct a contest or game for additional event fundraising opportunities.

The lease relationship for the property has not allowed the City to pursue other opportunities for the land. For example, the range can be established on approximately 7 acres of the property which leaves another 7 acres to pursue additional opportunities. The City can investigate the possibility of an artificial short course in the future. This short course would consist of 3 to 5 60-90-yard holes. All the holes would be artificial turf. Today's artificial turf can receive a golf ball and react like real turf. This facility could serve multiple purposes. It would be a short game practice area to the regular golfer desiring to practice. It could serve as another amenity for youth programs as well as creating an opportunity to reach out to the disabled community that would aspire to learn golf. The artificial holes would be accessible to wheelchairs and many forms of modern golf carts that have handicap accessibility for golf use.

The property may also serve other Parks purposes in the future. The greenspace could be converted into many other uses including but not limited to Pickleball Courts, Dog Park, and a Youth Bike Track etc. The availability of greenspace for public use is key to growth of Parks and Recreation for the City of Carthage and surrounding communities.

For the future of Carthage, it will be very important to provide and maintain more essential public services in the form of Parks and Recreation. The City's parks provide key economic value, social impact as well health and environmental benefits.

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF CARTHAGE
326 GRANT
CARTHAGE MO 64836

Missouri Tax ID
Number: 12487431

Effective Date:
07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

RESOLUTION NO. 1871

A RESOLUTION APPROVING THE RECOMMENDATION OF THE McCUNE-BROOKS REGIONAL HOSPITAL TRUST FOR THE DISTRIBUTION OF FUNDS FROM THE RESTRICTED TRUST FUND TO THE FAIR ACRES FAMILY YMCA.

WHEREAS, the City of Carthage established the McCune-Brooks Regional Hospital Trust (Trustee) in December 2011 for the benefit of the citizens of Carthage, as an irrevocable common law trust under Missouri law; and

WHEREAS, the City approved the sale of the Hospital Property, including all property described as the "Leased Property" and the "Assumed Assets" under the Lease, to Mercy-Carthage for the Purchase Price; and

WHEREAS, the remaining amounts paid by Mercy-Carthage pursuant to the Asset Purchase Agreement were deposited in the McCune-Brooks Regional Hospital Trust; and

WHEREAS, the Grantors of the Trust have agreed that as part of the Lease Agreement all net lease proceeds received by Grantor shall be held, administered, and distributed upon the recommendations of the Trustee, subject to the approval of the City Council; and

WHEREAS, the Trustee may at any time make recommendations for distribution of the principal, and net income, subject to the approval of the City Council, for only the following purposes:

- a) to or for the benefit of the welfare and healthcare related purposes of the citizens of the greater Carthage. Missouri metropolitan area;
- b) to reconstitute and provide funds to operate the Hospital, if needed, upon termination of the Lease Agreement;
- c) to pay any liabilities and obligations of McCune-Brooks under the Lease Agreement;
- d) to enforce the terms of the Lease Agreement, including hiring consultants and attorneys;
- e) to pay the costs necessary for McCune-Brooks to continue its affairs during the term of the Lease Agreement and to wind up its affairs during the Lease Term, including the cost of attorneys, auditors and accountants; and

WHEREAS, the Trustee has recommended the distribution of funds pursuant to section a) above, for grant awards to the following recipient:

FAIR ACRES FAMILY YMCA

\$1,450,000

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, THE MAYOR CONCURRING HEREIN, AS FOLLOWS:

That the City Council of the City of Carthage, Missouri does hereby approve the recommendation of the Trustee for the distribution of funds pursuant to section a) *above, and the attached application.*

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

ATTEST:

Dan Rife, Mayor

Traci Cox, City Clerk

Application Date: 5-15-19

MCCUNE BROOKS REGIONAL HOSPITAL TRUST
Data Sheet for Organizations
Requesting Grants

PLEASE NOTE: The McCune Brooks Regional Hospital Trust will review the data supplied herein making its determination as to whether or not it will recommend to the Carthage City Council that a grant be made to your organization. However, by reviewing your request and the information supplied herein, the Trust is in no way making any commitment to grant funds to your organization pursuant to this or any other request. Further, the Trust may, at its option, request additional information and such requests by the Trust should not be considered a commitment by the Trust to make any grant to your organization. The Carthage City Council must ultimately approve the Trust's recommendation for funding before any grant of funds can be made.

1. Legal name of your organization: Fair Acres Family YMCA
2. Is your organization an organization qualified as a 501(c)(3) tax-exempt organization by the IRS or qualified in any other manner by the IRS as a tax-exempt entity? YES ☒ NO ☐

a. If your organization has qualified as a tax-exempt organization, please attach a copy of the IRS qualifying letter or such other documentation you are relying upon to establish your organization's tax-exempt status.

3. Please provide your organization's taxpayer identification number: 43-1550437
4. Please write a brief statement of the purpose of your organization. If you need additional space, you may write on the back of this form or attach a separate statement to this form.

To Put Christian Principles into Practice through
Programs that help healthy Spirit, mind & Body.

5. How much money is your organization requesting from the McCune Brooks Regional Hospital Trust?
1,450,000
6. When does your organization anticipate the need for funds it is requesting? ASAP

7. Please write a brief statement as to the purpose for which these funds are being requested. If you need additional space, you may write on the back or attach a statement to this form.

Attached

8. If the McCune Brooks Regional Hospital Trust consents to recommend a grant to your organization of the funds requested for the purpose you have set forth in your response to Item 7 above, it will be because the trustee has determined that the purpose forwarded by the grant is for the general welfare and healthcare benefit of the citizens of Carthage, Missouri, and healthcare related purposes of the greater Carthage, Missouri, metropolitan area. Please write a brief statement as to how this requested grant to your organization will meet these purposes. If you need additional space, you may write on the back or attach a statement to this form.

Attached

9. What are the sources of funds your organization relies upon to achieve its goals? You need not list individual donors by name. Also, please provide a balance sheet and income statement for your organization.

Attached

10. Please list the name, address, Email address & phone # of the presiding officer of your organization.

Attached

11. Please list the names, addresses, and phone numbers of four (4) officers or members of your organization, other than your presiding officer, who will be available to the Trust, or Trust's appointee, for the purpose of interviews about the organization and for the purpose of being a source of information about your organization.

1.

2.

3.

4.

Attached

12. Please identify an individual for follow up contact to review effectiveness of the grant.

Jonathan Roberts

793 0685

Jhroberts2@gmail.com

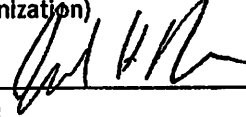
Completed Affidavit must be included with application for consideration!

501(c) (3) VERIFICATION AFFIDAVIT

The undersigned, a duly appointed officer of Fair Acres Family YMCA,
(hereinafter referred to as the "Organization") hereby certifies that, as of the date shown below, the
Organization is operating as an exempt organization as described in Section 501(c)(3) of the Internal
Revenue Code of 1986, as amended, that said Organization has provided to the McCune Brooks Regional
Hospital Trust a copy of its letter from the Internal Revenue Service informing the Organization of the
determination of its exempt status, and that the Organization has not in the past year lost or
relinquished its exemption status for any reason.

Dated this 15 day of May, 2019.

Fair Acres Family YMCA
(Name of Organization)

BY: 

Signature

Jonathan Roberts - Executive
Typed Name and Title Director

Submit this completed application to:

**McCune Brooks Regional Hospital Trust
c/o Schmidt Associates
1105 Industrial Drive
Carthage, MO. 64836**

Requests will be reviewed at the next scheduled meeting of the Trustees.

ANSWERS

7. The funds will be used to purchase and upgrade the warehouse building located at 400 S Maple, Carthage Mo. Currently the building is being used as a sports complex and called Game On. The YMCA will turn it into a Youth Activity Center that will focus on children birth – 18 years of age with programs and activities.

8. Currently the building is a sports complex with two basketball courts and 4 batting cages and still operating. In 2018, they did roughly \$115,000 in revenue through facility rentals, basketball and volleyball tournaments, etc.

Game On hosts around 20 weekends of basketball tournaments per year. Around 8 teams per tournament, with at least 6 teams from out of town, approximately attracting 4,500 visitors into Carthage per year. Tournaments last 5-8 hours per day. With the location of the facility in the heart of Carthage and one block west of the square, this generates additional income for our city thru shopping, hotel and restaurant sales.

If the building was purchased by someone that wanted to utilize it for a different purpose – personal car collection storage for example – Carthage would potentially lose those 4,500+ annual visitors to our community.

The YMCA would convert the building into a full Youth activity center. The Youth Activity Center would offer various programs and events to focus on birth – 18 years of age.

These activities would include: Bounce and indoor play structures for birth-10; sports and leisure; lock ins and birthday parties; five day a week dinner meal site; commons area for homework and games; Parents Night out; and afterschool community center for 12+ of age. The YMCA would plan to continue hosting sports tournaments and more to attract as many visitors and guests to downtown Carthage as possible.

Birth – 12 years old

According to Parents as Teachers in Carthage we have over 1,400 children under the age of 5; 382 students in Kindergarten; 371 students in 1st; 375 students in 2nd; 357 students in 3rd and 377 students in 4th grade. Currently there is little too nothing for parents and children to do under the age of 5. The only indoor playground in Carthage is at the Burger King on Central. Kiddieland amusement park at Municipal Park is open 4 hours a weekend in the summers and the playgrounds around town need upgraded and safety checked.

The YMCA would have Softplay (Info and pictures attached) install a large indoor playground structure for kids to climb, slide and play on for hours! We would also purchase 5-7 inflatables/bounce houses to complete our toddler/young child activity area. This would give a true destination to the 100's of stay at home parents and the 1000's of children in our Carthage community.

8 – 15 years old

The YMCA would continue to host tournaments for basketball and volleyball on weekends and weekdays. This brings 100's of visitors to our community during tournament days.

12-18 years old

The YMCA would partner with the City of Carthage and Carthage R-9 school district to operate the youth activity center as a FREE community center from 3-5pm Mon-Fri ONLY during the school year. With the buildings location 4 blocks from the current Jr. High and also located close to many residential homes, this will provide a safe, fun place for teens to work on homework, spend time with friends and have physical activity options.

FREE Meals for Birth – 18 years old

Carthage, like many other towns, has a food insecurity problem. Many children have no access to food on weekends nor summer when school is not in session. Currently Bright Futures distributes 198 weekend snack packs for students K-8th grade. 63% of the Carthage R-9 students currently are free and/or reduced lunches... 3,291 students!!!

The YMCA through a partnership with Ozark Food Harvest, a foodbank in Springfield, will provide FREE state approved dinners to ALL children under 18 years of age from 3pm-5pm Mon-Fri year-round. There are no restrictions except age to use this program. We will provide a \$2-\$3 dinner for adults to purchase, so they may eat with their children as well. We estimate to serve 100-250 meals per day!!! This building would give us the space to have a large enough kitchen and serving area to sustain large crowds.

Families

The YMCA will provide various monthly activities for families to enjoy including: Lock-ins, project graduations, birthday parties, family reunions, Parents night out, movie nights, etc. This will allow a safe place for families to enjoy their time together.

We also plan to add enough cooking equipment to host healthy cooking classes for children and adults.

Community

The YMCA would also utilize the facility to have various youth organizations for meetings and gathering spaces. Organizations such as: Younglife; Big Brother/Big Sisters; Boy Scouts; Girl Scouts; Carthage R-9 sports and clubs; etc.

With the Additional of an indoor golf/sports simulator – there is a partnership opportunity between the Carthage Golf teams and the Carthage golf course members to utilize an indoor option during inclement weather and off-season.

There are also possibilities to use the space for community health fairs, swap meets and as event center space.

9. A balance sheet for 2018 is attached for the YMCA's current operations.

10. Our current Board president is Jason Peterson; 201 Royal Oak Dr (64836); 793-8700 (c); jpeterson@cwep.com

Estimated Use of Grant monies:

\$850,000 - Purchase the facility

\$295,000 – Purchase and install playground structures and inflatables

\$250,000 – Install Large New Kitchen, serving tables and chairs, etc for the food program

\$44,000 – Miscellaneous – outdoor signs, sound, Offices, Indoor golf simulator, etc

\$11,000 – Video surveillance system

Total \$1.45 mil

YMCA responsibilities

Hire a full time building supervisor

Hire a full time food director

Organize and operate a community bounce house/Toddler town

Host tournaments to drive visitors to Carthage

Provide a FREE and SAFE place for teenagers after school

Provide FREE dinners for youth Mon-Fri year round

Community Impact

Helps to battle youth obesity by having options for physical activity and play from Birth through 18 years of age.

Provides FREE meals for the youth in our community

Attracts more visitors near and to the square and other merchants in Carthage

Promotes overnight hotel stays through multi day tournaments

Provides a place for adolescents to come, be supervised, mentored and be safe afterschool and in the summers.

Additional information

The YMCA believes it is very important to recognize and encourage others to learn about all the wonderful history of Carthage.

We would work with McCune Brooks Regional Hospital Trust in naming the Youth Activity Center in honor of the trust and their continued commitment to supporting the YMCA in their efforts in making Carthage a healthier and family oriented community. Example: McCune Brooks Youth Activity Center YMCA

WHAT DOES \$1.45 MILLION GET US!!!

Established Sports Facility

Game On already has established tournaments and activities that are serving the youth of Carthage and other communities. They host 20 youth tournaments per year with 6-8 teams being from out of town. With 8 players per team plus parents, that is roughly 200 non-Carthage residents in the heart of our community – the square every weekend. These 4,000+ annual visitors shop, eat, sleep and play in Carthage!

The YMCA would continue to host these tournaments and more! With dedicated staff, marketing and resources – we would have the capacity to offer more tournaments over a variety of youth activities – volleyball, basketball, indoor soccer, ultimate Frisbee, dodgeball, etc.

A new (AND ONLY) Indoor Place for Toddlers

Ask any parent in Carthage that has a child under 5 what they do outside their home with their toddler/infant? 9 out of 10 will say they take them to another community with amenities for their kids to participate in activities – playground at the mall, bounce houses, trampoline parks, arcade, movie theater, etc.

According to Parents as Teachers in Carthage we have over 1,400 children under the age of 5; 382 students in Kindergarten; 371 students in 1st; 375 students in 2nd; 357 students in 3rd and 377 students in 4th grade. Currently there is little too nothing for parents and children to do under the age of 5. The only indoor playground in Carthage is at the Burger King on Central. Kiddieland amusement park at Municipal Park is open 4 hours a weekend in the summers and the playgrounds around town need upgraded and safety checked.

The YMCA would have Softplay (Info and pictures included) install a large indoor playground structure for kids to climb, slide and play on for hours! We would also purchase 5-7 inflatables/bounce houses to complete our toddler/young child activity area. This would give a true destination to the 100's of stay at home parents and the 1000's of children in our Carthage community.

5 and UNDER AGE GROUP REPRESENTS 11% OF CARTHAGE'S POPULATION!!! Age 9 and under represents 21% of Carthage population.

Teen Activity Center

The YMCA would partner with the City of Carthage and Carthage R-9 school district to operate the youth activity center as a FREE community center from 3-5pm Mon-Fri ONLY during the school year. With the building location 4 blocks from the current Jr. High (future 6th grade) and also located close to many residential homes, this will provide a safe, fun place for teens to work on homework, spend time with friends and have physical activity options.

The YMCA will have on site counselors to help with homework, organize or play activities with youth free wi-fi and interactive play technology.

With the addition of an indoor golf simulator – the High school golf team would have access to use it during their off-season.

Community and Families

The YMCA will provide various monthly activities for families to enjoy including: Lock-ins, project graduations, birthday parties, family reunions, Parents night out, movie nights, etc. This will allow a safe place for families to enjoy their time together.

We also plan to add enough cooking equipment to host healthy cooking classes for children and adults. The YMCA would also utilize the facility to have various youth organizations for meetings and gathering spaces. Organizations such as: Younglife; Big Brother/Big Sisters; Boy Scouts; Girl Scouts; Carthage R-9 sports and clubs; etc. There are also possibilities to use the space for community health fairs, swap meets and as event center space.

Children Food Program

Carthage, like many other towns, has a HUGE food insecurity problem. Many children have no access to food on weekends nor summer when school is not in session. Currently Bright Futures distributes 198 weekend snack packs for students K-8th grade. 64% of the Carthage R-9 students currently are free and/or reduced lunches... 3,248 students!!! (out of 5,117)

The YMCA through a partnership with Ozark Food Harvest, a foodbank in Springfield, will provide FREE state approved dinners to ALL children under 18 years of age from 3pm-5pm Mon-Fri year-round. There are no restrictions except age to use this program. We will provide a \$2-\$3 dinner for adults to purchase, so they may eat with their children as well. We estimate to serve 100-250 meals per day!!! This building would give us the space to have a large enough kitchen and serving area to sustain large crowds.

Not only will we be feeding the kids at this location but we will also convert our afterschool snacks to dinners and serve at our afterschool programs. (roughly 65 kids per day)

In the summers – we will offer lunch and dinner options while school is not in service.

According to No Kid Hungry Missouri, based off our free and reduced lunch statistics from Carthage R-9, statistics show 476 kids need snacks/dinners every school day and 714 kids need lunch and dinner in the summer. That is just to hit No Kid Hungry's target of 25%!!! That still leaves 1,000's of kids with food insecurities.

With a full kitchen and staff, we can prep 500+ meals per day for youth. Attached you will find an example menu and a layout of the kitchen.

Also with this layout, we would have an area dedicated to teaching youth and adults how to cook through cooking classes!!!

Community and Recreation Impact

Helps to battle youth obesity by having options for physical activity and play from Birth through 18 years of age.

Provides FREE meals for the youth in our community.

Attracts more visitors near and to the square and other merchants in Carthage

Promotes overnight hotel stays through multi day tournaments and events

Provides a place for adolescents to come, be supervised, mentored and be safe afterschool and in the summers.

Provides inside place to practice and play golf

Additional information

The YMCA believes it is very important to recognize and encourage others to learn about all the wonderful history of Carthage.

We would work with McCune Brooks Regional Hospital Trust in naming the Youth Activity Center in honor of the trust and their continued commitment to supporting the YMCA in their efforts in making Carthage a healthier and family oriented community. Example: **McCune Brooks Youth Activity Center YMCA**

WHY THE YMCA and HOW

The Fair Acres Family YMCA has been providing services to the Carthage community for over 100 years. The last 25 years out of our current location. We serve over 5000 members monthly, over 1,600 youth annually through sports and over 300 youth through childcare services. We have quality programs, well trained staff and a wonderful reputation.

Points listed below is what makes the YMCA a leader and wonderful partner with the city, schools, hospitals and others in our community.

Access to children and Marketing – with access to over 5,000 current members plus past members, and non member program participants – we have a network of over 15,000 people in our area via social media, email, mailings, etc. We also have access to send fliers directly home with students through Carthage schools and speaking opportunities at some assemblies.

New Equipment – If McCune Brooks Healthcare Trust would fund this project, the YMCA would be responsible for upkeep and future needs. Through operations budget, revenue generators and grants (Steadley, CFO, etc) the YMCA will use all resources available before approaching the McCune Trust again for help on this project in the future.

Monies for operations and Dedicated Staff – The YMCA received a \$38,000 grant to help pay for the food program to get going. We will use that money to hire a Food Director that will oversee the entire food program year round. They will be responsible for training, policies, reporting, menu planning, inspections and all other duties needed.

Consistent Operations Hours – This will allow families and guests to plan trips instead of hoping the facility will be available.

No restrictions – The only restriction is age! All are welcome for the food program with no restrictions on age, race, sex, religion or financial status

Place with Activities – There are very few public indoor options available to our community. By offering a safe and fun afterschool location for youth to meet at and offering that for FREE, is a huge advantage to Carthage and its students!

Audits and oversight – The YMCA is audited annually and as an entire organization. We also are audited and inspected by the state, local and partnership agencies such as Ozark Food Harvest for our current feeding program

Partnership with Ozark food harvest – Why can the YMCA do what other food agencies in town cant?

One – our 10+ year partnership with Ozark Food Harvest! Not only do they provide training, assistance and support for our staff – they pay us to serve meals to kids!!! They also offer a variety of FREE commodities every month through the food bank that allows the YMCA to keep the price per meal low. (Examples included)

Two – We are targeting a specific age group vs a “need”.

Three – Access. We can market directly to the youth, offer programming they want to do and be a safe place to mentor children while feeding them!

Four – sustainable plan and additional funding. With the reimbursement plan of \$3.01 per meal served, we feel we can serve meals at \$2 or less. Additionally we have state and national financial support and future options available to continue to receive funds for operations, staff, food and etc.

Additional Partnerships

City of Carthage – It will provide an indoor recreation option for the citizens of carthage and opportunities to offer indoor pickle ball, badminton, tennis and other activities. It will also be a free “teen” center after school each day and provide free dinners to ALL citizens from birth to 18 years of age.

Carthage Golf Course – With an indoor golf simulator, the YMCA would partner with the Carthage Golf Course and offer select reservations for members of the Carthage golf course. This would bring more value to the golf membership, as there would be an alternative to bad weather and off season times.

Carthage R-9 – The Youth activity center would directly benefit the students of the school district. It will also provide a free safe place afterschool for students to have access to supervised activities, games and studying.

The Carthage Golf team would also have access to use the golf Simulator to practice and prepare for their seasons.

Bright Futures – The YMCA would work with Bright futures by providing extra food to them for the backpack program and have Bright Futures at the feeding site on Fridays in the summer to distribute weekend snack packs to the children of Carthage.

Youth Activity Center YMCA Staff Structure / Management flow Chart

Building/Youth sports Director – Reports directly to CEO

Oversees Trainers, afterschool counselors, programming counselors, and maintenance staff

Basic responsibilities and duties:

- Maintain a clean and safe building
- Responsible for day to day operations
- Train, schedule and supervise counselors during programming hours
- Order supplies for maintenance staff and day to day supplies
- Schedule tournaments and rentals

Food Service Director – Reports directly to CEO - Job description attached

Oversees cooks, serving and cleaning staff

Basic responsibilities and duties: (job description attached)

- Order supplies
- Prepare meals for feeding site and afterschool programming
- Train, hire and schedule food staff
- Host cooking classes
- Stay in code with policies and inspections

Operations Overview

Monday

1-3pm - Open toddler area for kids under 8 yrs of age

3-5pm – Afterschool teen Center – free for ALL youth between ages 12-18 (only during the school year)

3-5pm – Open youth feeding site – serve free dinners to ALL children under the age of 18. \$2 for adults.

5:30-8:30pm – Sport activities – Adult Basketball/Volleyball, Youth basketball/Volleyball, Indoor Soccer

Tuesday

3-5pm – Afterschool teen Center – free for ALL youth between ages 12-18 (only during the school year)

3-5pm – Open youth feeding site – serve free dinners to ALL children under the age of 18. \$2 for adults.

5:30-8:30pm – Sport activities – Adult Basketball/Volleyball, Youth basketball/Volleyball, Indoor Soccer

Wednesday

1-3pm - Open toddler area for kids under 8 yrs of age

3-5pm – Afterschool teen Center – free for ALL youth between ages 12-18 (only during the school year)

3-5pm – Open youth feeding site – serve free dinners to ALL children under the age of 18. \$2 for adults.

5:30-8:30pm – Sport activities – Adult Basketball/Volleyball, Youth basketball/Volleyball, Indoor Soccer

Thursday

3-5pm – Afterschool teen Center – free for ALL youth between ages 12-18 (only during the school year)

3-5pm – Open youth feeding site – serve free dinners to ALL children under the age of 18. \$2 for adults.

5:30-8:30pm – Sport activities – Adult Basketball/Volleyball, Youth basketball/Volleyball, Indoor Soccer

Friday

1-3pm - Open toddler area for kids under 8 yrs of age

3-5pm – Afterschool teen Center – free for ALL youth between ages 12-18 (only during the school year)

3-5pm – Open youth feeding site – serve free dinners to ALL children under the age of 18. \$2 for adults.

5:30-8:30pm – Sport tournaments – Adult Basketball/Volleyball, Youth basketball/Volleyball, Indoor Soccer

Saturday

9am-9pm – Sport tournaments – Adult Basketball/Volleyball, Youth basketball/Volleyball, Indoor Soccer

Sunday

9am-9pm – Sport tournaments – Adult Basketball/Volleyball, Youth basketball/Volleyball, Indoor Soccer

Additional operating

Morning or afternoon school groups/field trips weekdays

Birthday, lock in, special events – weekends and weeknights

Sport Camps and activities in the summers – weekends and weekdays

Cooking classes for kids and adults – Weekends and weekdays

Lunch and dinner in the summers

Golf Simulator

Game On - CURRENT OPERATIONS

Income		
Facility Rental		
Lock Ins (2 in 2018)	\$	3,800
Project Graduation (1 in 2018)	\$	1,200
Birthday Party, etc (35 in 2018)	\$	7,000
Court Rentals		
Tournaments (20 in 2018)	\$	14,500
Adult Leagues	\$	8,250
Practices	\$	3,600
Baseball Cages	\$	10,000
Concessions	\$	44,000
Sport Trainers	\$	9,000
Open Gym	\$	1,000
Sponsorships	\$	13,000
TOTAL		\$ 103,350

Expense		
Utilities (water, gas and internet)	\$	17,150
Insurance	\$	8,000
Payroll	\$	8,000
Supplies - concessions/cleaning	\$	14,000
TOTAL		\$ 47,150

YMCA - YEAR ONE OPERATIONS (100 dinners served per day per day)

Income		
Facility Rental		
Lock Ins (3 a year)	\$	6,000
Project Graduation (2 a year)	\$	2,400
Birthday Party, etc (45 a year)	\$	9,000
Court Rentals		
Tournaments (20 a year)	\$	14,500
Adult Leagues	\$	8,500
Practices	\$	4,000
Baseball Cages	\$	-
Concessions (more events)	\$	50,000
Sports Trainers (No baseball option)	\$	7,000
Open Gym	\$	2,500
Sponsorships	\$	-

New Income possibilities		
Toddler Play ground		
Regular days - 20 child/day*\$5/ch	\$	13,500
Tournament days - 30 child/day*\$	\$	3,600
Meals		
Meal Reimbursement - \$3.81 per	\$	99,060
TOTAL		\$ 220,060

Expense		
Utilities (water, gas and internet)	\$	20,000
Insurance	\$	8,500
Payroll		
Building Supervisor	\$	40,000
Food Coordinator	\$	35,000
Bounce House worker (3d/wk*3hr)	\$	5,500
Afterschool Counselors (5d/wk*3hr)	\$	15,000
Cleaning staff (2hr/d*\$10/hr*360)	\$	7,200
Supplies - concessions/cleaning	\$	16,500
Supplies - food	\$	20,000
TOTAL		\$ 167,700



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

FAIR ACRES FAMILY YMCA JOB DESCRIPTION

Job Title: **Program Director – Food Service**
Reports to: Executive Director

Department: Family Services
Revision Date: 2/13/19

POSITION SUMMARY:

This position supports the work of the Y, a leading nonprofit committed to strengthening community through youth development, healthy living and social responsibility. Develops, organizes and implements high quality, member-focused YMCA food service programs.

PERFORMANCE OBJECTIVES:

To develop a continually increasing standard of excellence as directed by the Executive Director in accordance with YMCA goals and policies in the following areas:

Health and Safety

1. Maintain cleanliness and room appearance such that at least 90% of patrons agree that it is good or excellent
2. Ensure that all state and local codes are being enforced in the kitchen such that a rating of 95% is achieved from the state inspection.
3. Maintain the quality and quantity of cleaning supplies and equipment needed.

Food Preparation

4. Food must be prepared in such a way that 95% of the patrons agree that it is good or excellent.
5. Plan, implement and supervise healthy menus at least one week in advance for the snack bar as well as the childrens daily meals and snacks.
6. Healthy meals and snacks will be a variety of homemade and prepackaged foods, with emphasis on homemade as much as possible.
7. Ensure that supplies are purchased and ordered, such that the YMCA is getting the best value, meets budget guidelines and is done in a timely manner so the menus can be carried out with fresh product.
8. Prepare snacks, lunches and drinks for board and committee meetings upon request by the directors.

YMCA Member Services

9. Create a pleasant, friendly environment, such that the number of YMCA members, staff and community members patronizing the YMCA for weekly dinners will increase by 5% annually thereafter.
10. Conduct yourself in a professional manner as such that 90% of patrons will rate overall quality of the food service as good or excellent.

Record Keeping

11. Maintain accurate daily records for the state meal reports.
12. Accurately record all purchases made through the kitchen and submit receipts.
13. Tabulate daily cash receipts on all sales, such that the money taken balances with the daily receipts.
14. Record charges on staff charge sheets and make sure they are signed by the staff member. Charge sheets must be turned in to the business office on a daily basis.
15. Complete accident/incident reports as needed.

YMCA JOB DESCRIPTION FOR FOOD SERVICE DIRECTOR

Food Service Development

16. Recruit, train and supervise the assistants, such that this [erspn meets performance objectives.
17. Responsible for the professional training and development opportunities for both yourself as well as the food specialist assistant.
18. Ensure that the Food Services information is posted on YMCA website and online registration is updated each session with accurate information.

YMCA Movement Promotion

19. Be in a leadership role with at least one local, regional or national group with the purpose of promoting the YMCA movement.
20. Foster positive community relations in such a way that results in maintaining and/or adding community partners in conducting programs.
21. Develop, promote, conduct, supervise and evaluate all programs in such a way that provides a fun, healthy, aesthetically-pleasing and positively interactive environment as measured by annual membership growth and retention objectives.
22. Contribute to the Success of YMCA initiatives, such as Activate America, Healthy Family Home, Listen First, by meeting stated objectives.
23. Always exhibit positive character, such as friendliness and courtesy, that is consistent with the YMCA mission. This includes refraining from public activities that are deemed to be contrary to the YMCA mission.
24. Connect to YMCA members and program participants in such a way that contributes to YMCA membership goals.

YMCA COMPETENCIES (Team Leader):

Mission Advancement: Models and teaches the Ys values. Ensures a high level of service with a commitment to changing lives. Provides volunteers with orientation, training, development, and recognition. Cultivates relationships to support fund-raising.

Collaboration: Champions inclusion activities, strategies, and initiatives. Builds relationships to create small communities. Empathetically listens and communicates for understanding when negotiating and dealing with conflict. Effectively tailors communications to the appropriate audience. Provides staff with feedback, coaching, guidance and support.

Operational Effectiveness: Provides others with frameworks for making decisions. Conducts prototypes to support the launching of programs and activities. Develops plans and manages best practices through engagement of team. Effectively creates and manages budgets. Holds staff accountable for high-quality results using a formal process to measure progress.

Personal Growth: Shares new insights. Facilitates change; models adaptability and an awareness of the impact of change. Utilizes non-threatening methods to address sensitive issues and inappropriate behavior or performance. Has the functional and technical knowledge and skills required to perform well; uses best practices and demonstrates up-to-date knowledge and skills in technology.

YMCA JOB DESCRIPTION FOR FOOD SERVICE DIRECTOR

QUALIFICATIONS:

1. Have a degree in food service or culinary arts or at least 4 year's experience of related field experience.
2. Be able to develop a nutritious food program that is flavorful and appealing for both kids and adults.
3. Have an understanding of child growth and nutritional needs.
4. Be responsible for the administration of the food program.
5. Be able to lift a minimum of 25 lbs.
6. Have a valid drivers license.
7. Submit to pre-employment/random drug testing as dictated by the Department of Transportation Regulations.
8. Have knowledge of and be an advocate of YMCA goals and objectives
9. Have CPR and First Aid certification prior to or within 60 days of employment.

SIGNATURE:

I have reviewed and understand this job description.

Employee's name

Employee's signature

Today's date: _____



Greg Dagnan
Chief of Police

"To improve the quality of life in our community..."

EMERGENCY 9-1-1

310 W. 4th
Carthage, Missouri 64836
(417) 237-7200

03/12/2019
Jonathan Roberts
Carthage Family Y
2600 Grand, Carthage MO 64836

Jonathan,

I am writing to support your proposed idea of creating a youth activities center at the current "Game On" building located at 400 S. Maple in Carthage. This is a great idea, much needed in our community, and it has my full support. I have heard that there may be some concern about lack of parking in the area. It is true that the area is very busy on most evenings and weekends. However, there is plenty of parking if people are willing to walk less than a block. We have taken action at our department to make sure that critical operational areas of the police lot are not blocked. I love the idea that people are coming to Carthage with their kids and the parking has not been a problem for us. If you have any questions, please feel free to call me.

Greg Dagnan
Chief of Police

"America's Maple Leaf City"
"In God We Trust"

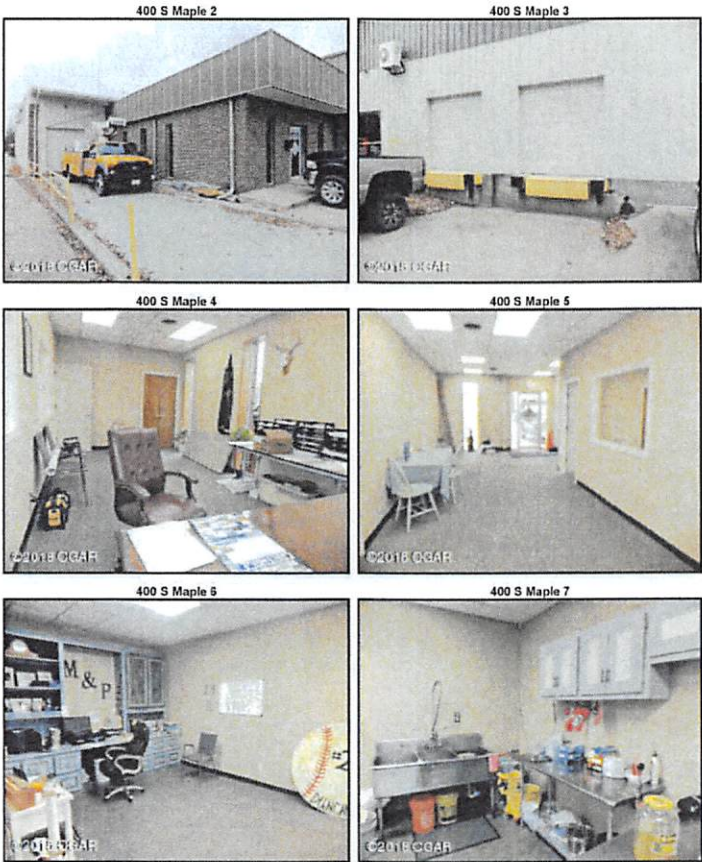
Client Copy		
Commercial 185509	400 S Maple Street, Carthage, MO 64836	Status: Active Listing Price: \$899,900
County: Jasper	Area: 09 - Carthage Area	
Commercial Type: Commercial	Year Built:	
List Price/SqFt: 39.58	Unit #:	
Age: 31 - 50	Total Acres: 0.92	
In City Limits: Yes	Variable Acres: No	
Lot Size: 200x200	Road Frontage: 200	
Sale/Lease: Sale	Zoning:	
Lease Amount:	Taxes Assessed: Yes	
Parcel #:	Tax Type: Both	
Electricity On: Yes	Total Tax: 7,283	
	REO: No	
	Overhead Doors: 1 - 3	
Gas Meters:	Electric Meters:	Water Meters:
Total Parking Spaces:	Parking: Off Site; On Street; Private Lot	
Apx Total SqFt: 22,737	Apx SqFt - Office: 2,000	Apx SqFt - Warehouse: 20,737
Features: 1 Phase; Display Window; Entrance - Private; Exterior Lights; Handicap Access		
Utilities: Elec - Carthage; Natural Gas; Sewer - City; Water - City		
Basement: No		
Basement/Foundation: None		
Current Use: Sports Complex		
Docs on File: Disclosure Statement		
Fencing: None		
Rd Access/Maint: Access - City; Curb & Gutter; Maint - City		
Ceiling Height: 16 Ft Clear; 20 Ft and Over		
Loading Dock/Doors: Dock - Concrete Block		
Possession: At Close		
Location: Corner Lot; Downtown Dist; Shopping Dist		
Heating: Central Gas		
Lockbox Location: Lockbox Type: None		
Flooring: Carpet, Concrete, None		
Financing: Cash; Conventional; SBA		
Cooling: Central; Multi-Unit; Zoned		
Roof: Other - See Remarks		
Directions: From Central and Garrison go south on Garrison to 4th Street turn east (left) to property on right.		
Public Remarks: Successful multi use sports complex event center in the heart of downtown Carthage. Features basketball and volleyball courts, batting cages and concession area. WiFi throughout the building. Includes current business and client base. Great opportunity to own a thriving multi functional business. New thermoplastic membrane roof as of 2018 with warranty that transfers to next owner. LED lighting for energy efficiency. Call today 417-825-3510 to schedule your showing!		

CID/CIP: No

Listing Provided Courtesy of: REALPRO 417-358-4441, Lic. # 2012022314

REALPRO
 REALPRO
 danny@danmyosrealor.com
 Office Address: 432 W FIR ROAD SUITE A
 Carthage, MO 64836
 Phone: 417-358-4441
 Office Phone:

Information is deemed to be reliable, but is not guaranteed. © 2019 M.L.S. and F.B.S. Prepared by REALPRO on Monday, February 18, 2019 10:48 AM. The information on this sheet has been made available by the M.L.S. and may not be the listing of the provider.



MLS # 185509

400 S Maple Street, Carthage, MO 64836

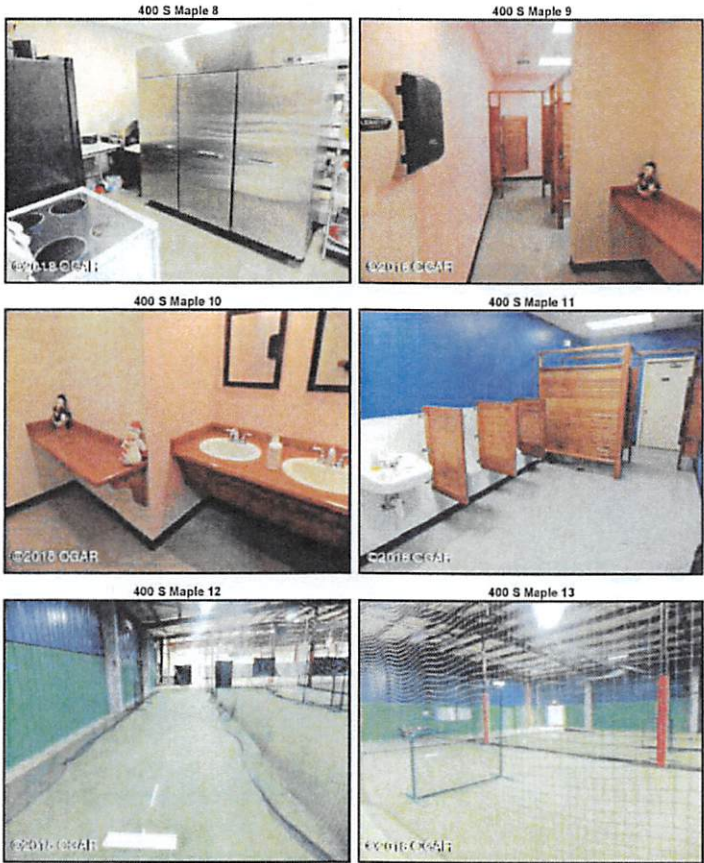
\$899,900



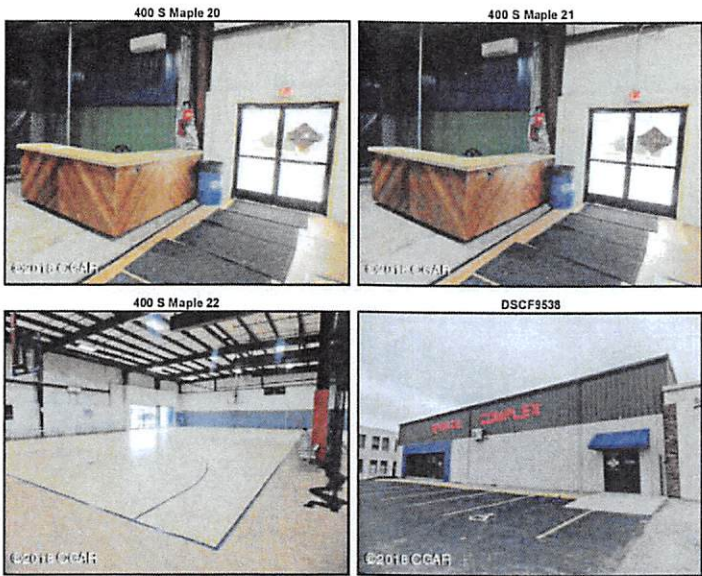
MLS # 185609

400 S Maple Street, Carthage, MO 64836

\$899,900



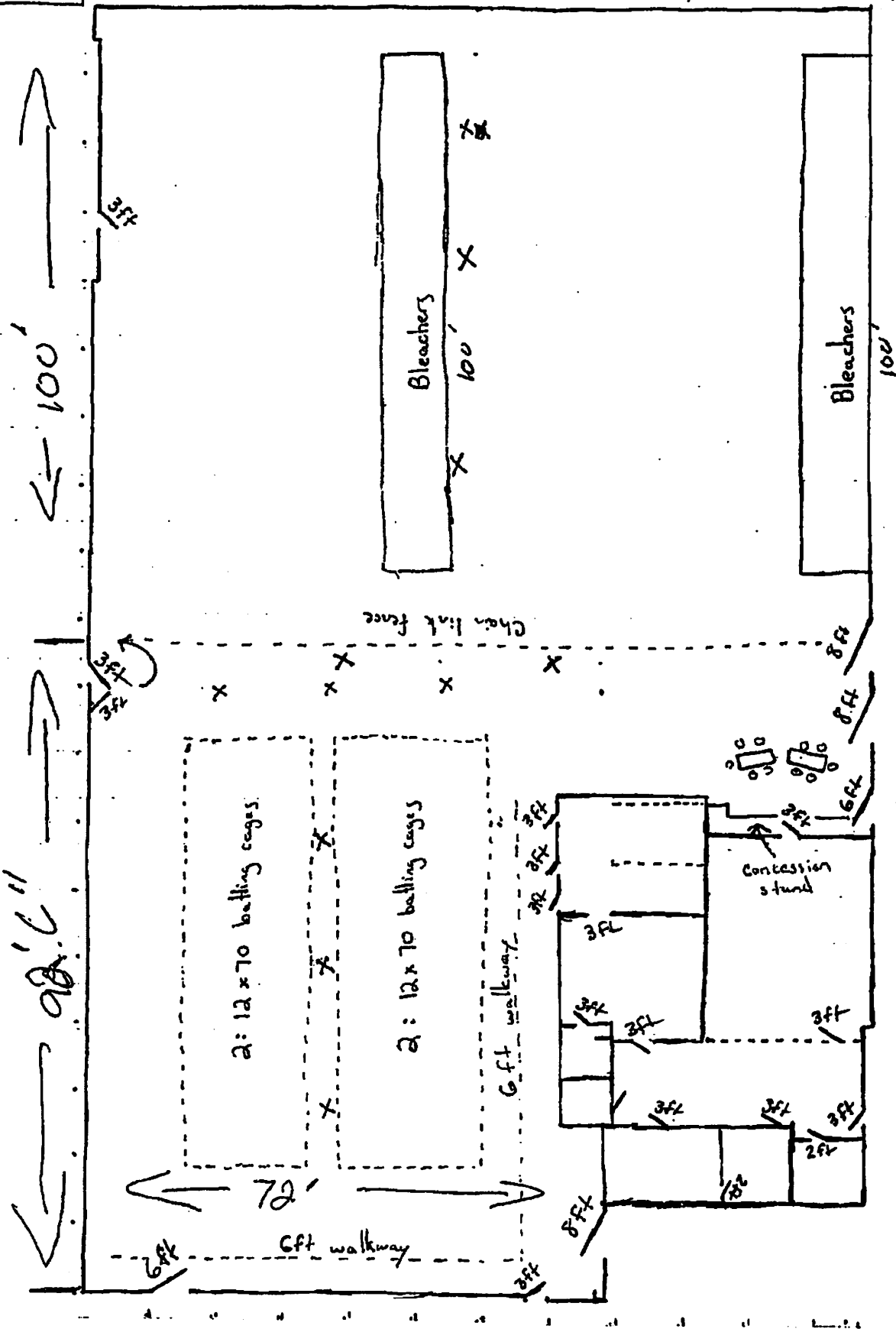
MLS # 185609 400 S Maple Street, Carthage, MO 64836 \$899,900



$\frac{1}{2}$ in = 10 ft
X = columns

North end : 117 ft

West side : 192 $\frac{1}{2}$ ft





Commercial and Industrial Sale Contract

This Contract has legal and/or tax consequences. If you do not understand it, consult your attorney

This Commercial and Industrial Sale Contract ("Contract") is made by and between:

Carthage Family YMCA ("Buyer") and the undersigned "Seller."

1. **PROPERTY.** Seller agrees to sell and Buyer agrees to purchase the real estate commonly known as:

400 S Maple Carthage MO 64836 Jasper
Street/City Address City Zip Code County

☐ (Check box if legal description attached)

If no legal description is attached, then legal description on Seller's vesting deed(s) to govern.

Such real estate, together with all attached improvements and fixtures thereon (unless specifically excluded below), all rights, privileges and easements appurtenant thereto, and any item of personal property specifically included below, are collectively the "Property."

2. **INCLUSIONS AND EXCLUSIONS.** *Note: This Contract, and not the Seller's Disclosure Statement, multiple listing service or other promotional material, provides for what is included in this sale.* The Purchase Price and the Property includes (but is not limited to) all of the following (if any) which now exist and are located on the real estate, all of which Seller warrants to convey free and clear: all buildings and structures, and all personal property used in the operation of any such buildings, structures or other improvements, including (if any) all equipment, apparatus, machinery and appliances, and all mechanical, electrical, plumbing, heating, ventilating and air conditioning, gas, water, lighting, power, laundry, garbage disposal, fire prevention, elevator, antenna and pool systems, fixtures and equipment, together with all floor coverings, storm windows and doors, screens and awnings, and keys. Seller to execute and deliver to Buyer at Closing a bill of sale with warranty of title for all included personal property.

To avoid misunderstanding, list below, (as "Included" or "Excluded") any items which may be subject to question:

Included (e.g., offsite items of equipment or machinery, other tangible or intangible personal property or proprietary information, such as business name or software): _____

Excluded (e.g., any items which are reserved, leased or otherwise not owned by Seller): _____

The Property shall be subject to the Permitted Exceptions (defined in §6 below), specifically including the following existing leases or tenancies (subject to Buyer's review and approval rights per §7 below): _____

3. PURCHASE PRICE.

The "Purchase Price" for the Property to be paid by Buyer (subject to adjustments as provided herein) is: \$ 850,000

The "Seller Concessions" (if any) to be credited by Seller at Closing (see §10) are: \$ 0

The "Earnest Money" to be applied to Purchase Price at Closing is (if applicable, check one below) \$ 500

☐ has been provided (recipient to complete "Receipt & Acknowledgement" following this Contract)

☒ is to be provided by Buyer to the Escrow Agent identified below.

All Earnest Money shall be deposited (unless otherwise specified), no later than ten (10) banking days after the Effective Date, into an escrow account maintained by (Title Company identified at §6 unless otherwise specified): _____

Waco Title Carthage ("Escrow Agent").

Note: If additional Earnest Money is to be supplied at any time prior to Closing, or if any Earnest Money is to be treated as non-refundable, attach an appropriate rider, such as MSC-2001R (Earnest Money Rider). See also §8 below.

Escrow Agent shall confirm its deposit of any Earnest Money upon request by any party, and may retain any interest earned thereon. Unless otherwise expressly agreed to herein, any interest earned on such deposit shall be added to and form part of the Earnest Money. Buyer shall pay the balance of the Purchase Price, by any form of funds acceptable to Closing Agent ("Funds"), at Closing.

4. **CLOSING.** Subject to the terms of this Contract, this sale will be closed (meaning the unconditional release and exchange of the Deed for the Purchase Price, together with all other documents and Funds required by this Contract, the "Closing") at the office of (the Title Company unless otherwise specified) Waco Title C ("Closing Agent") at

Carthage, MO on 00B June 30, 2019 (the "Closing Date").
Specify Location Month Day

Possession and all keys will be delivered to Buyer at Closing. *Note: Attach a rider if possession is to be transferred other than as of Closing: See e.g., COM-3000 or 3010 (Commercial Lease Single or Multi-Tenant); MSC-2080R (Possession by Buyer Prior to Closing); MSC-2090R (Possession by Seller After Closing); MSC-2085R (Limited Purpose Entry by Buyer Prior to Closing).*

Brokers are not responsible for delivery of keys. Buyer should change locks following possession.

Unless specified otherwise, Seller warrants that the Property will be vacant as of the time of Closing (e.g. except for tenant(s) in possession pursuant to any lease or other agreement identified above and/or approved pursuant to this Contract), and in its present condition (together with any improvements or repairs required by this Contract), ordinary wear and tear excepted.

(Note: If the Property is to remain tenant occupied, please complete and attach an appropriate rider).

5. FINANCING/APPRaisal. (Check all applicable boxes)

Note: A lender's loan approval process may not include a traditional appraisal. Different types of "appraisals" are available and underwriting requirements vary. If Buyer's performance under this Contract is to be independently conditioned upon the Property appraising at the Purchase Price, Buyer should check box A and complete the following.

☐ A. Appraisal. Buyer's performance under this Contract is contingent upon the Property appraising at not less than the Purchase Price, by an appraiser selected by Buyer and licensed by the State of Missouri (or selected by Buyer's lender if this Contract is also contingent on financing). If the appraised value is less than the Purchase Price, Buyer may request a reduction in the Purchase Price (but not less than the appraised value). If Buyer desires to act on this contingency, Buyer must deliver a written request (and a copy of the appraisal) to Seller no later than _____ days (25 if none stated) after the Effective Date. Note: MSC-2020N Appraisal Notice (Part A) may be used for this purpose. If Buyer does not timely deliver the Appraisal Notice to Seller, this contingency shall be deemed waived. If the parties do not reach a written agreement to reduce the Purchase Price as requested within _____ days (5 if none stated) after delivery of the Appraisal Notice to Seller (the "Appraisal Resolution Deadline"), then this Contract shall automatically terminate (with Earnest Money returned to Buyer, subject to §8) unless Buyer waives this contingency by delivering Notice thereof to Seller on or before the Appraisal Resolution Deadline. Note: MSC-2020N (Part C) may be used for this purpose. If the Purchase Price is reduced, the loan amount in Buyer's financing contingency (if any) shall be proportionately reduced.

☒ B. Not Contingent Upon Financing. Although not a condition to performance, Buyer may finance any portion of Purchase Price.

☐ C. Nonconventional. Attach Government Loan (MSC-2011R) Seller Financing (MSC-2012R) or Assumption (MSC-2013R) Rider.

☐ D. Conventional. Buyer agrees to do all things reasonably necessary, including but not limited to completing a loan application, paying for a credit report, appraisal and any other required fees, providing all information required by lender and otherwise cooperating fully to make a good faith effort to obtain the financing described below. If Buyer does not deliver Notice, provided by Buyer's lender, to Seller of Buyer's inability to obtain a loan on the terms described below, by 5:00 p.m. on the date (the "Loan Contingency Deadline") which is _____ days (30 if none stated) after the Effective Date, then this contingency shall be deemed waived and Buyer's performance under this Contract shall no longer be conditioned upon Buyer obtaining financing; provided however, if such lender will not give Buyer such Notice, then Buyer may directly notify Seller (on or before the Loan Contingency Deadline) by providing a notarized affidavit that Buyer has timely complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such Notice from lender (e.g., see MSC-2010A "Buyer's Financing Contingency Affidavit" or MSC-2010B "Non-Individual Buyer's Financing Contingency Affidavit"). If Buyer has complied with the terms of this paragraph and has timely provided Notice to Seller of Buyer's inability to obtain a loan on the terms described below, then this Contract shall terminate with Earnest Money to be returned to Buyer (subject to §8).

(Complete one or both) Loan amount: _____ % of the Purchase Price, or \$ _____.

Initial interest rate not to exceed: _____ %. Amortization term _____ years.

Rate Type (check one): ☐ Fixed ☐ Adjustable ☐ Other: _____

Other terms (N/A if blank): _____

Note: If the Loan Contingency Deadline passes without a termination, Buyer remains obligated under this Contract and must have available all funds required to close. A "loan commitment" or "preapproval" does NOT guarantee that Buyer's loan will actually fund.

6. TITLE AND SURVEY. Note: Any Seller paid Title Fees set forth below are in addition to any "Seller Concessions" (see §10). Seller shall transfer marketable title to the Property, subject only to the Permitted Exceptions, as directed by Buyer, by (unless otherwise specifically agreed) general warranty deed (the "Deed"), properly executed and in recordable form.

Within _____ days (10 if none stated) after the Effective Date (check applicable box below):

☐ A. Seller shall deliver to Buyer a commitment (the "Title Commitment") to issue a current ALTA owner's policy of title insurance in the amount of the Purchase Price (the "Owner's Policy"), both at Seller's cost.

☐ B. Seller shall deliver to Buyer a Title Commitment to issue an Owner's Policy (cost of both to be split 50/50 between parties).

☒ C. Seller shall deliver to Buyer a Title Commitment, at Seller's cost, to issue an Owner's Policy at Buyer's cost.

☐ D. Buyer may order a Title Commitment to issue an Owner's Policy (both at Buyer's cost).

The Title Commitment and Owner's Policy shall be issued by _____ Waco Title Carthage (the "Title Company"). Buyer, at its sole option, expense and liability, may also obtain a survey of the Property ("Survey") to confirm its legal description and determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other adverse matters that may be disclosed. Note: All surveys are not alike. Buyer should consult with its lender and Title Company as to their survey requirements and ability to provide full survey coverage. MSC-2500 (Survey/Elevation Certificate Order Form) may be used to indicate the type of survey or service Buyer selects and the company to perform the same.

Buyer has _____ days (20 if none stated) to review the Title Commitment after its receipt, including (except as set forth in §7) all use and other restrictions, rights of way and easements, and all other recorded documents which Buyer may desire to obtain (the "Review Period"), and to deliver Notice to Seller of any objections which Buyer has to any matters shown or referred to therein and/or the Survey ("Objections"); provided, however, that if box 6D is checked, then Buyer has _____ days (20 if none is stated) after the Effective Date (which shall be deemed to be the "Review Period") to review all such matters and deliver Notice of any Objections to Seller. Note: MSC-2055N (Title & Survey Notice) may be used to facilitate the delivery of any Objections.

If Buyer timely objects, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such Objections. Seller has _____ days (7 if none stated) after receipt of Buyer's Objections to agree in writing to correct the same, prior to Closing, at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within _____ additional days (3 if none stated) after Buyer's receipt of Seller's response to Buyer's Objections, agrees in writing to accept

118 title without correction of such Objections. *Note: If Seller fails to timely respond to Buyer's Objections, then Seller shall be*
 119 *deemed to have refused to agree to correct any of them.* If the Contract is terminated under this Section, then the Earnest Money
 120 is to be refunded to Buyer (subject to §8). If any defect objected to causes a failure of marketable title, then Seller shall be liable for
 121 any survey and title charges. Seller is solely responsible and liable for clearing any title exception that arises between the Effective
 122 Date and Closing. Any existing monetary lien (other than a lien created as a result of Buyer's actions, and any taxes or assessments
 123 to be prorated at Closing) may be paid out of the Purchase Price proceeds. Subject thereto, any item shown (or which could have
 124 been shown) on the Survey or Title Commitment for which Buyer does not timely deliver a Notice of Objection shall be deemed
 125 waived, and together with all laws and zoning ordinances, are collectively referred to herein as the "Permitted Exceptions". The
 126 Owner's Policy must include mechanic's lien coverage. Subject to any Seller Concessions (see §10), Buyer is solely responsible for
 127 the cost of any lender title insurance policy.

128 **7. INSPECTIONS.** Buyer may (subject to the conditions expressly set forth herein), at Buyer's option and expense, obtain written
 129 inspection reports ("Reports"), from any qualified inspector, contractor, appraiser or consultant that Buyer or its lender may engage,
 130 of the Property as deemed necessary by Buyer or its lender, including but not limited to the condition or presence (if any) of:
 131 * environmental hazards; 137 well, sewer, septic and waste 143 systems and equipment,
 132 * mold; 138 water treatment systems; 144 including appliances;
 133 * termite and wood destroying 139 * roof and other 145 * heating and air conditioning
 134 insect infestation/damage; 140 structural improvements; 146 systems and equipment; and
 135 * flues and gas lines; 141 * leaks and exterior drainage; 147 * soil condition reports;
 136 * plumbing, including water 142 * electrical and mechanical

148 and/or copies of records retained by Seller ("Records"), as are necessary and appropriate for the use and occupancy of the Property,
 149 or reflecting the income or expenses of the Property (if any), including but not limited to:

150 * plans and drawings;	157 * books;	164 * financial records;
151 * specifications;	158 * computer records;	165 * permits;
152 * square footage;	159 * reports;	166 * licenses;
153 * insurance reports;	160 * leases and other occupancy	167 * approvals;
154 * soil condition reports;	161 agreements;	168 * flood plain data;
155 * engineering reports;	162 * contracts;	169 * zoning regulations;
156 * environmental reports;	163 * rent rolls;	170 * general taxes;

171 and/or documents from or for each tenant of the Property (check all that apply):

- 172 ☐ Estoppel Certificate;
 173 ☐ Subordination, Non-Disturbance and Assignment Agreement (see, e.g., COM-3020);
 174 ☐ Other (Specify) _____

175 Seller agrees to permit Buyer and/or Buyer's lender and their representatives to enter the Property during reasonable business hours
 176 and upon reasonable advance notice to Seller to access such Records and to perform such inspections; provided that such
 177 investigations do not unreasonably disrupt the operation of the Property or Seller's business, and/or cause any material or permanent
 178 Property damage. Buyer acknowledges that neither Seller nor anyone on Seller's behalf has made, nor do they hereby make, any
 179 warranties, guarantees or representations as to the past, present or future condition, income, expenses, operation or any other matter
 180 or thing affecting or relating to the Property, excepting only as may be expressly set forth in this Contract. The Records and the
 181 results of any inspection or test and the Reports and conclusions of Buyer and Buyer's representatives shall be kept confidential
 182 (except as required by law) by Buyer and Buyer's representatives; provided that Buyer may disclose such items to Buyer's attorney,
 183 accountants, lenders and other parties reasonably necessary to enable Buyer to evaluate the Property. Buyer shall directly maintain,
 184 and shall cause any contractor or consultant engaged by it or its lender to maintain, adequate insurance at all times while performing
 185 any inspection of the Property. Buyer agrees to immediately repair any damage to the Property, and to indemnify and hold Seller
 186 harmless from and against all claims, costs, demands and expenses, including without limitation reasonable attorney fees and court
 187 costs, resulting from these inspections. Buyer's obligations under this Section shall survive termination of this Contract.

188 Buyer shall furnish to Seller a written list of any unacceptable condition(s) pertaining to the Report(s) or the Records (the "Inspection
 189 Notice", see COM-2050) within _____ days (30 days if none stated) after the Effective Date (the "Inspection Period"). *Note:*
 190 *Buyer is allowed to submit only 1 Inspection Notice during the Inspection Period. The Inspection Notice should include all*
 191 *matters unacceptable to Buyer.* If Seller has not received a written Inspection Notice by the end of the Inspection Period, Buyer
 192 shall be deemed to be satisfied with the results of such inspection(s). If timely Inspection Notice is given, it shall state whether:
 193 (1) Buyer is satisfied with all the inspections; (2) Buyer intends that any unacceptable conditions are to be satisfied by Seller; or
 194 (3) Buyer is terminating the Contract, with the Earnest Money to be returned to Buyer. Failure to obtain any inspection shall
 195 constitute a waiver and acceptance by Buyer of any condition any inspection may have disclosed.

196 If this Contract is not terminated as provided above, Seller shall have _____ days (7 days if none stated) after Seller's receipt of the
 197 Inspection Notice (the "Initial Response Period") in which to respond in writing to Buyer's Inspection Notice. (*Note: For purposes*
 198 *of this subparagraph, if Seller fails to timely respond to Buyer's Inspection Notice, then Seller shall be deemed to have refused to*
 199 *agree to correct any alleged defects or to provide a monetary adjustment at Closing.*) The parties shall have an additional _____
 200 days (3 days if none stated) after Buyer's receipt of Seller's response to Buyer's Inspection Notice to reach an agreement in writing
 201 as to who will complete and pay for the correction of the defects, or as to a monetary adjustment at Closing in lieu of correction of
 202 the defects, or the Contract is to be deemed to be automatically terminated and the Earnest Money shall be returned to Buyer,
 203 provided, however, that either a written commitment by Seller to correct those items submitted by Buyer for correction during the
 204 Inspection Period at Seller's expense, or a written commitment by Buyer to accept the Property without correction of any
 205 unacceptable condition(s) which Buyer originally objected to, shall constitute an "agreement" for purposes of this paragraph, even
 COM-2000

after earlier negotiation failed to produce an agreement. *Note: A monetary adjustment may affect the terms of Buyer's loan (e.g., down payment, interest rate). Failure to correct a physical defect may affect Buyer's ability to obtain any required occupancy permit.*

All Brokers may be present during any inspections and the "walk-through". Such presence shall only serve to assist in the coordination of and compliance with the terms of this Contract and shall not in any way be interpreted as providing the Brokers with a special knowledge or understanding of any Reports, Records or other inspection results. The parties will rely only upon the written inspection results received directly from the appropriate expert(s), and acknowledge that Brokers have no expertise or responsibility in determining any defects that may be disclosed by any inspections, warranties or services. Buyer acknowledges that: (1) Buyer will not rely upon Brokers in any way as to the selection or engagement of a particular company for any inspection, warranty or service; (2) inspections, warranties and services may be offered by more than one company and the determination to select and engage a particular company and the completeness and satisfaction of any such inspection, warranty or service is the sole responsibility of Buyer; and (3) when choosing to engage a lender, inspector, warranty, service, title or repair company, or any other service provider, Buyer should consider, but not be limited by, the existence of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional associations and years of experience. Buyer is encouraged to utilize form MSC-2045 ("Buyer's Inspection Authorization") to facilitate and coordinate this process. *Note: Pursuant to Missouri law, a real estate licensee, including the broker(s) assisting Buyer and/or Seller and their respective licensees identified in the Brokerage Relationship disclosure Section below (collectively, the "Brokers"), shall be immune from liability for statements made by engineers, land surveyors, geologists, environmental hazard experts, wood destroying inspection and control experts, termite inspectors, mortgage brokers, home inspectors, or other home inspection experts unless: (1) the statement was made by a person employed by the licensee or the Broker with whom the licensee is associated; (2) the person making the statement was selected and engaged by the licensee; or (3) the licensee knew prior to Closing that the statement was false or the licensee acted in reckless disregard as to whether the statement was true or false. A licensee shall not be the subject of any action and no action shall be instituted against a licensee for any information contained in any Seller's disclosure furnished to Buyer, unless the licensee is a signatory to such or the licensee knew prior to Closing that the statement was false or acted in reckless disregard as to whether the statement was true or false. A licensee acting as a courier of documents referenced in this Section shall not be considered to be making the statements contained in such documents.*

8. DISPOSITION OF EARNEST MONEY AND OTHER ESCROW ITEMS. Regardless of any other terms of this Contract regarding forfeiture or return of Earnest Money, the Escrow Agent and/or Closing Agent (as the case may be, "Escrow Holder") shall not distribute the Earnest Money or any other escrowed funds, personal property or documents held by it ("Escrow Items") without the written consent of all parties to this Contract (signatures on Closing Statement may constitute such consent). Otherwise, Escrow Holder shall continue to hold said Escrow Items in escrow until: (1) Escrow Holder has a written agreement signed by all parties consenting to its disposition; (2) a civil action is filed to determine its disposition (including an interpleader filed by Escrow Holder), at which time the Escrow Items may be paid into court, less any attorney fees, court costs and other legal expenses incurred by Escrow Holder in connection therewith; (3) a court order or final judgment mandates its disposition; or (4) as may be required by applicable law. A Broker who is holding any Escrowed Items in dispute between the parties is required by §339.105.4 RSMo to report and deliver the moneys to the State Treasurer within 365 days of the initial projected Closing Date. Escrow Holder is hereby authorized to report and deliver any such moneys to the State Treasurer at any time following sixty (60) days after the initial projected Closing Date (absent receipt of written consent of all parties as set forth above). *Note: If an Escrow Holder who is not a licensed real estate broker requires that a separate escrow agreement be executed by the parties, then those separate terms may supersede the terms of this Contract.* Whenever this Contract provides for the return of Earnest Money to Buyer, Buyer agrees that any expenses incurred by or on behalf of Buyer may be withheld by Escrow Holder and paid to the applicable service provider(s).

9. LOSS; CONDEMNATION. Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller agrees to maintain Seller's current fire and extended coverage insurance (if any) on the Property, and to do ordinary and necessary maintenance, upkeep and repair, through Closing. If, before Closing, any part of the Property is taken by eminent domain, or if a condemnation proceeding is filed or threatened against any part thereof (a "Taking"), or if any part of the Property is destroyed or physically damaged through no fault of Buyer, then Seller shall promptly provide Notice to Buyer thereof and if Seller intends to restore, prior to the scheduled Closing Date, the Property to its condition as of the Effective Date. If Seller restores the Property to its prior condition before the scheduled Closing Date, then the parties shall proceed to Closing. *Note: MSC-2510N (Property Damage Notice) and MSC-2520N (Taking Notice) may be used to deliver Notice of any Property damage (or Taking) and any election made in connection therewith.*

If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall promptly provide Buyer with: a copy of any policy(ies) of insurance (or authorize that it be made available); the name and number of the agent for each policy and written authorization (if needed) for Buyer to communicate with the insurer; a copy of any written communications to and from the condemning authority and/or insurer (as the case may be); the policy limits; and (if known) the amount of proceeds payable on account of such Taking of or physical damage to the Property. Buyer may then either: (1) proceed with the transaction and be entitled to all insurance proceeds (and/or Taking payments and awards), if any, payable to Seller relating to any physical damage caused to (or Taking of) the Property, in which case the amount of any such payments therefor made to Seller (plus any deductible amount not covered by insurance, but net of any other actual costs incurred) shall be at Buyer's option either (a) a credit against the Purchase Price otherwise payable by Buyer at Closing, or (b) a credit to Buyer at Closing, and Seller shall assign to Buyer all such remaining claims and rights to or arising out of any such casualty or Taking, including the right to conduct any litigation with respect thereto; or (2) rescind the Contract, in which case all parties shall be released from any further

267 liability under this Contract and the Earnest Money shall be returned to Buyer (subject to §8). Buyer shall give Notice of Buyer's
268 election to proceed to Closing to Seller within 10 days after Buyer's receipt of Notice of Property Damage (or Taking, as the case
269 may be) and the aforesaid information. Closing will be extended accordingly, if such information is not received by Buyer more
270 than 10 days prior to the scheduled Closing Date. Seller shall not settle any claim regarding a Taking prior to the Closing (or earlier
271 termination of this Contract) without Buyer's prior written approval, which shall not be unreasonably withheld, conditioned or
272 delayed. Buyer's failure to so notify Seller shall constitute an election to rescind this Contract. A rescission does not constitute a
273 default. This Section shall survive Closing.

274 **10. ADJUSTMENTS AND CLOSING COSTS.** Adjustments, charges and Closing costs are agreed to be paid by the parties,
275 with sufficient Funds to satisfy their respective obligations hereunder, as of the date of Closing (unless otherwise expressly set forth
276 herein or in a rider hereto). Such matters and the following provisions shall be itemized on a closing statement prepared by Closing
277 Agent and executed by Buyer and Seller at or prior to Closing (the "Closing Statement"), together with all other documents required
278 of them pursuant to this Contract and/or customarily required by Closing Agent to complete the Closing. The parties hereby
279 specifically permit the involved Broker(s) to obtain and retain copies of both Buyer's and Seller's Closing Statements as required
280 by 20 CSR 2250-8.150. *Note: Buyer is cautioned to always call to confirm instructions before sending any Funds via wire transfer.*

281 Buyer shall pay for (where applicable):

- 282 (a) hazard insurance premium(s) from and after Closing;
- 283 (b) flood insurance premium if required by lender;
- 284 (c) fees for the Survey or any appraisal ordered by or for Buyer;
- 285 (d) title company charges (including Closing, recording and escrow fees) customarily paid by a buyer in the County where the
286 Property is located;
- 287 (e) charges imposed by lender (e.g., appraisal and credit report fees, loan discount "points", loan origination or funding fees and
288 other loan expenses) unless specifically agreed to be paid by Seller;
- 289 (f) building, termite, environmental and any other inspections ordered by Buyer;
- 290 (g) special taxes, special subdivision and any other owner association assessments ("Special Assessments") levied after Closing;
- 291 (h) the value of any propane gas left in any propane tank at the Property (based on current market rate charged by supplier);
- 292 (i) agreed upon repairs;
- 293 (j) applicable municipal occupancy permit fee; and
- 294 (k) any commission or other compensation due from Buyer to the Broker(s).

295 Seller shall pay for (where applicable):

- 296 (a) existing liens (recorded and unrecorded) and existing loans on the Property (if not assumed by Buyer);
- 297 (b) expenses of Buyer's loan agreed to by Seller;
- 298 (c) title company charges (including Closing, releasing and escrow fees) customarily paid by a seller in the County where the Property
299 is located;
- 300 (d) required municipal, conservation district and fire district inspection fees;
- 301 (e) so-called "one-time" Special Assessments levied before Closing;
- 302 (f) security deposits and prepaid rents and expenses or income (as defined below) collected by or on behalf of Seller (to be credited
303 to Buyer at Closing);
- 304 (g) agreed upon repairs; and
- 305 (h) any commission or other compensation due from Seller to the Broker(s).

306 The Parties shall prorate and adjust between them at Closing (based on 30 day month), with Seller to pay for day of Closing):
307 (a) current rents collected by or on behalf of Seller (Seller to receive rent for day of Closing), with rents delinquent over 30 days to
308 be collected by Seller and not adjusted;

- 309 (b) all other current profits, royalties, tolls or earnings arising out of or in connection with the Property ("Income"), with Income
310 delinquent over 30 days to be collected by Seller and not adjusted. Buyer shall, upon receipt, turn over to Seller any rents or income
311 received by Buyer after Closing pertaining to any time period prior to Closing and for which no adjustment has been made, after
312 deducting and crediting any amounts due to Buyer for any time period after Closing;
- 313 (c) general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- 314 (d) installments of Special Assessments becoming due during the calendar year of Closing;
- 315 (e) subdivision upkeep assessments and monthly association fee;
- 316 (f) interest (if Buyer assumes an existing loan per §5 above); and
- 317 (g) flat rate utility charges (including water, sewer and trash).

318 **Seller Concessions:** Notwithstanding the foregoing, at (and only upon) Closing, Seller shall pay ("Seller Concessions") up to, but
319 not to exceed the amount set forth at §3 towards Buyer's Closing costs, prepaids, inspections, lender fees, charges and expenses.
320 Title Commitment, Owner's Policy or lender title insurance policy costs and fees ("Title Fees") paid by Buyer, or any other
321 expenses/fees associated with the Closing, all as approved by Buyer's lender (but not to include the cost of any Title Fees paid by
322 Seller or any brokerage or transaction fees charged by Buyer's Broker).

323 **11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE.** This Contract is binding on and shall inure to the
324 benefit of the parties and their respective heirs, successors and permitted assigns. Buyer may not assign this Contract without the
325 written consent of Seller if: (a) Seller is taking back a note and deed of trust as part of the Purchase Price, or (b) Buyer is assuming
326 the existing note. Assignment does not relieve the parties from their obligations under this Contract. The parties acknowledged that

327 Buyer may desire to acquire, and/or Seller may desire to sell, the Property as part of a like-kind exchange ("Exchange") pursuant to
328 §1031 of the Internal Revenue Code (the "Code"). Each party agrees to cooperate with the other and its qualified intermediary/
329 third-party facilitator in connection with any such Exchange, provided however, in no event shall Closing hereunder be delayed or
330 affected by reason of an Exchange, nor shall consummation of an Exchange be a condition precedent or subsequent to any obligations
331 of the parties under this Contract. No party shall be required to incur any cost or expense, or to acquire or hold title to any real
332 property, for purposes of consummating an Exchange at the request of another party (the "Requesting Party"). In addition, no party
333 shall, by this Contract or acquiescence to an Exchange by a Requesting Party, have its rights or obligations hereunder affected in
334 any manner, or be deemed to have warranted to a Requesting Party that such Exchange in fact complies with the Code. A Requesting
335 Party shall reimburse each other party for any cost or expense incurred by such non-requesting party with respect to an Exchange.

336 **12. ENTIRE AGREEMENT/MODIFICATION.** This Contract and any Rider(s) or other attachments hereto (if any) constitute
337 the entire agreement between the parties hereto concerning the Property. There are no other understandings, written or oral, relating
338 to the subject matter hereof. This Contract may not be changed, modified or amended, in whole or in part, except in writing signed
339 by all parties.

340 **13. DEFAULT/REMEDIES.** If either party defaults in the performance of any obligation under this Contract, the party claiming
341 a default shall notify the other party in writing of the nature of the default and the party's election of remedy. The notifying party
342 may, but is not required to, provide the defaulting party with a deadline for curing the default. Following a default by either Seller
343 or Buyer, the other party shall have the following remedies:

344 **A. Seller Defaults.** If Seller defaults, Buyer may: (1) specifically enforce this Contract and recover damages suffered by
345 Buyer as a result of the delay in the acquisition of the Property; (2) terminate this Contract by written Notice to Seller, and agree to
346 release Seller from liability upon Seller's release of the Earnest Money and reimbursement to Buyer for all actual costs and expenses
347 incurred by Buyer (and which are to be specified in Buyer's Notice of default) as liquidated damages and as Buyer's sole remedy
348 (the parties recognizing that it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by
349 Seller's breach, and that return of the Earnest Money plus all actual costs and expenses incurred by Buyer represents as fair an
350 approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at
351 law or in equity. If Buyer elects to terminate this Contract, the Earnest Money, less any expenses incurred by or on behalf of Buyer,
352 shall be returned to Buyer. Buyer's release of Seller shall not relieve Seller's liability (if any) to the Broker assisting Seller pursuant
353 to any listing or other brokerage service agreement between them.

354 **B. Buyer Defaults.** If Buyer defaults, Seller may: (1) specifically enforce this Contract and recover damages suffered by
355 Seller as a result of the delay in the sale of the Property; (2) terminate this Contract by written Notice to Buyer, and retain the Earnest
356 Money as liquidated damages and as Seller's sole remedy (the parties recognizing it would be extremely difficult, if not impossible,
357 to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation
358 of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity.
359 If Earnest Money is retained by Seller as liquidated damages, any right or interest of the Broker assisting Seller with respect thereto
360 shall be as set forth in the listing or other brokerage service agreement entered into between them.

361 **14. PREVAILING PARTY.** In the event of any litigation between the parties pertaining to this Contract, the prevailing party
362 shall be entitled to recover, in addition to any damages or equitable relief, the costs and expenses of litigation, including court costs
363 and reasonable attorney fees. The provisions of this Section shall survive Closing or any termination of this Contract.

364 **15. SELLER'S DISCLOSURE STATEMENT. (check one)**

365 ☐ **A.** Buyer confirms that before signing this offer to purchase, Buyer has received a completed Seller's Disclosure Statement for
366 this Property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is
367 advised to address any concerns Buyer may have about information in the Seller's Disclosure Statement by use of conditions to
368 performance under this Contract.

369 ☐ **B.** Seller agrees to provide Buyer with a Seller's Disclosure Statement within 1 day after the Effective Date. Buyer shall have 3
370 days after delivery of the Disclosure Statement to review said disclosure, or to deliver written Notice of termination to Seller if this
371 Contract is to be terminated, in which case the Earnest Money shall be returned to Buyer. If Buyer does not timely deliver Notice
372 of termination to Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.

373 ☒ **C.** No Seller's Disclosure Statement will be provided by Seller.

374 Seller confirms that the information in the Seller's Disclosure Statement (if any) is (or when delivered will be) accurate, to
375 the best of Seller's knowledge, as of the Effective Date of this Contract. Seller will fully and promptly disclose in writing to
376 Buyer any new information pertaining to the Property that is discovered by or made known to Seller at any time prior to
377 Closing and constitutes an adverse material fact or would make any existing information set forth in the Seller's Disclosure
378 Statement false or materially misleading.

379 **16. LEAD-BASED PAINT DISCLOSURE.** If required by law, Seller has provided a Disclosure of Information of Lead-Based
380 Paint and/or Lead-Based Paint Hazards form.

381 **17. FINAL WALK-THROUGH.** Buyer, its representatives and any inspector whose report prompted a request for repairs, shall
382 have the right to enter and "walk-through" and verify the condition of the Property. A "walk-through" is not for the purpose of
383 conducting any new inspection, but only for Buyer to confirm that: (1) the Property is in the same general condition as it was on the
384 Effective Date; and (2) any repairs which are required or agreed upon (if any) are completed in a workmanlike manner. Waiver of
385 any inspection does not waive the right to a "walk-through". Closing does not relieve Seller of any obligation to complete any

386 repairs agreed upon or required by this Contract. Seller will arrange, at Seller's expense, to have all utilities turned on during the
387 Inspection Period and during a "walk-through" (unless utilities have been transferred to Buyer). If the Property is then vacant, Buyer
388 shall have the right to have the utilities transferred to Buyer within ____ days (4 if none stated) prior to Closing.

389 **18. SIGNATURES.** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all
390 of which shall constitute one and the same instrument. For purposes of executing or amending this Contract, or delivering a Notice
391 pursuant hereto, an approved standard form or other written document which is signed and transmitted by any electronic method
392 deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile
393 machine, digital signature or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document.

394 **19. GOVERNING LAW/CONSTRUCTION.** This Contract shall be construed in accordance with the laws of the State of
395 Missouri, including the requirement to act in good faith. The terms "Seller" and "Buyer" may be either singular or plural masculine,
396 feminine or neuter gender, according to whichever is evidenced by the signatures below. Section captions in this Contract are
397 intended solely for convenience of reference and will not be deemed to modify, place any restriction upon, or explain any provisions
398 of this Contract. If any one or more provisions contained in this Contract shall for any reason be held to be invalid, illegal or
399 unenforceable in any respect, then such invalidity, illegality or unenforceability shall not be deemed to terminate this Contract or to
400 affect any other provision hereof, but rather this Contract shall, to the fullest extent permitted by law, remain in full force and effect
401 and be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein; provided, however, that
402 such provision(s) may be referred to in order to determine the intent of the parties.

403 **20. NOTICES.** Any notice, consent, approval, request, waiver, objection or other communication (collectively, "Notice") required
404 under this Contract (after its acceptance) to be delivered to Seller shall be in writing and shall be deemed delivered to Seller upon
405 delivery thereof to the Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent, designated agent acting,
406 dual agent or transaction broker. Likewise, any Notice to be delivered to Buyer shall be in writing and shall be deemed delivered to
407 Buyer upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Buyer, whether as a limited agent, designated
408 agent, dual agent, transaction broker or Seller's subagent. Refusal to accept service of a Notice shall constitute delivery of the
409 Notice.

410 **21. RIDERS.** The following are attached and incorporated herein as part of this Contract: (check all that apply)

411 ☐ Government Loan MSC-2011R ☐ Back-Up Contract MSC-2023R ☐ Other _____
412 ☐ Other _____ ☐ Other _____ ☐ Other _____

413 **22. SPECIAL AGREEMENTS.** (complete only if applicable)

414 Contract conditioned on buyer obtaining Grant and/or financing.

415 Seller agrees to supply electrical modifications up to \$25,000

416 _____

417 _____

418 _____

419 _____

420 _____

421 **23. LICENSEE PERSONAL INTEREST DISCLOSURE.** (complete only if applicable)

422 _____ (insert name of licensee)

423 is a real estate broker or salesperson, and is (check one or more, as applicable):

424 ☐ a party to this transaction;

425 ☐ a principal of and/or has a direct or indirect ownership interest in ☐ Seller ☐ Buyer; and/or

426 ☐ an immediate family member of ☐ Seller ☐ Buyer. Specify: _____

427 **24. SOURCE(S) OF BROKER(S) COMPENSATION OR COMMISSION.**

428 (check one, neither or both, as applicable) ☒ Seller ☐ Buyer

429 Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the Brokerage
430 Relationship Section below is (are) the only real estate broker(s) involved in this sale.

431

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432 **25. BROKERAGE RELATIONSHIP.** By signing below, Buyer and Seller confirm that disclosure of the undersigned licensee(s)
 433 brokerage relationship, as required by law or regulation, was made to the Seller and/or Buyer or their respective agents and/or
 434 transaction brokers (as the case may be), by said undersigned licensee(s), no later than the first showing of the Property, upon first
 435 contact, or immediately upon the occurrence of any change to their relationship.

436 Licensee assisting Buyer is a: (Check appropriate boxes)
 437 ☐ Buyer's Limited Agent (acting on behalf of Buyer)
 438 ☒ Seller's Limited Agent (acting on behalf of Seller)
 439 ☐ Dual Agent (acting on behalf of both Buyer & Seller)
 440 ☐ Transaction Broker Assisting Buyer (not acting on behalf
 441 of either Buyer or Seller)
 442 ☐ Subagent of Seller (acting on behalf of Seller)
 443 ☐ (Also check here if serving as a designated agent)

444 Licensee assisting Seller is a: (Check appropriate boxes)
 445 ☒ Seller's Limited Agent (acting on behalf of Seller)
 446 ☐ Buyer's Limited Agent (acting on behalf of Buyer)
 447 ☐ Dual Agent (acting on behalf of both Seller & Buyer)
 448 ☐ Transaction Broker Assisting Seller (not acting on behalf of
 449 either Seller or Buyer)
 450 ☐ (Also check here if serving as a designated agent)

451 By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

452	<u>RealPro</u>	452	<u>RealPro</u>
453	Broker's Firm Assisting Buyer (and MLS ID No., if required)	453	Broker's Firm Assisting Seller (and MLS ID No., if required)
454	Broker's Firm State License # <u>2012022314</u>	454	Broker's Firm State License # <u>2012022314</u>
455	By (Signature) <u></u>	455	By (Signature) <u></u>
456	Licensee's Printed Name: <u>Danny Ross</u>	456	Licensee's Printed Name: <u>Danny Ross</u>
457	Licensee's State License # <u>2010022113</u>	457	Licensee's State License # <u>2010022113</u>
458	Date: _____	458	Date: _____

459 **26. FRANCHISE DISCLOSURE.** Although one or more of the Brokers may be a member of a franchise, the franchisor is not
 460 responsible for the acts of said Broker(s).

461 **27. SALES INFORMATION.** Permission is hereby granted by Seller and Buyer for the Broker(s) to provide, effective as of and
 462 after the Closing, sales information of this transaction, including Purchase Price and Property address, to any multi-listing service,
 463 local Association or Board of REALTORS®, its members, member's prospects, appraisers and other professional users of real estate
 464 data.

465 **28. FOREIGN INVESTMENT.** Seller represents that it is not a foreign person as described in the Foreign Investment in Real
 466 Property Tax Act (26 U.S.C. §1445) and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number.

467 **29. ANTI-TERRORISM.** Each party hereto represents and warrants to each other party and to the Broker(s), that such party is
 468 not, and is not acting, directly or indirectly, for or on behalf of any person or entity, named as a Specially Designated National and
 469 Blocked Person (as defined in Presidential Exec. Order 13224), or with whom you are prohibited to do business under anti-terrorism
 470 laws.

471 **30. ACCEPTANCE DEADLINE/EFFECTIVE DATE.** Buyer's offer to purchase the Property shall automatically expire if
 472 Seller has not accepted it by _____ m., on _____ (the "Acceptance Deadline"). This offer may
 473 be accepted by: (1) Seller signing it; and (2) providing timely notice of such acceptance (which may be given orally or in writing) to
 474 Buyer or to the licensee assisting Buyer (i.e., on or before the Acceptance Deadline). This Contract will become valid and legally
 475 binding at such time. The "Effective Date" of this Contract shall be the date adjacent to the signature of the last party to sign this
 476 Contract.

477 **31. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of the obligations of the parties under this
 478 Contract. All references to a specified time shall mean Central Time. With the exception of the term "banking days," as used
 479 herein, a "day" is defined as a 24-hour calendar day, seven (7) days per week.

480 **REMAINDER OF PAGE INTENTIONALLY LEFT BLANK ~ SIGNATURE PAGE TO FOLLOW**

SIGNATURE PAGE TO COMMERCIAL AND INDUSTRIAL SALE CONTRACT

481

482

483

484

485

486

487

488

489

490

491

492

493

494

495

496

 5-3-19
Date
BUYER
Printed Name: Carthage Family YMCA

Date
BUYER
Printed Name: _____

*If signing on behalf of a trust or other legal entity,
please print its name and your title below:*

SELLER ACCEPTS OFFER (Sign Below)

AuthenticSign
Paul T Heidlage
5/3/2019 3:43:08 PM CDT Date and Time
SELLER
Printed Name: Paul T Heidlage

Michelle D Heidlage
5/3/2019 3:42:04 PM CDT Date and Time
SELLER
Printed Name: Michelle D Heidlage

*If signing on behalf of a trust or other legal entity,
please print its name and your title below:*

SELLER REJECTS OFFER (Initial) _____

SELLER COUNTER-OFFERS (Initial) _____
Counter Offer form MSC-2040, which amends the terms of
this offer, is attached and incorporated into this Contract

497

RECEIPT AND ACKNOWLEDGEMENT

498

499

Receipt of the Earnest Money is acknowledged by the undersigned and will be delivered to Escrow Agent for deposit as set forth above.

500

By (Signature) _____

501

Licensee's Printed Name: _____ Date: _____

Approved by legal counsel for use exclusively by members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made.

Last Revised 12/31/18.

COM-2000

Printed Using formsRus.com On-Line Forms Software 1/19

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PAGE 9 OF 9

KITCHEN

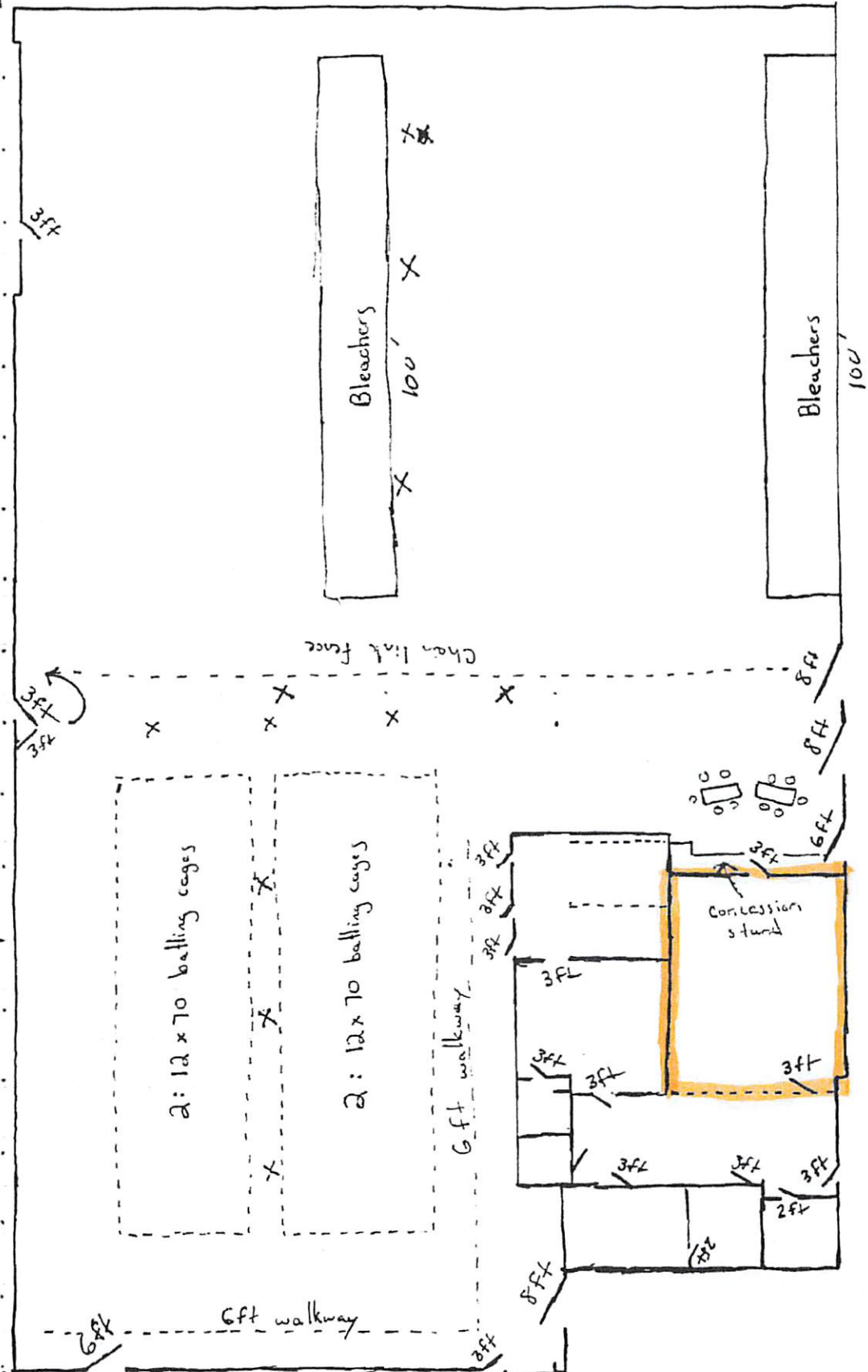
AREA

$\frac{1}{2}$ in = 10 ft

X = columns

North end : 117 ft

West side : 192 $\frac{1}{2}$ ft



N $\frac{E}{W}$ S

20' Foot Hood +/- 5'

oven
Double
stack

oven
Double
stack

Range
Flat top
Combo
w/oven

Hand
Sink

Sink
prep
table

Cooking
Class oven
3 to 4 Home
Ranges

Reach
In
Unit
Hot
Box

Metal prep table

Metal Metro pot
+
Racks
pan
storage

Metal Metro
Racks
Storage

Metal prep table

Metal prep
table

Metal prep
table

Metal prep
table

Mixer

Wire/Metal

Storage Racks

Door to Gym

Dish
Machine
2
Rent

Sink

Shelves

3 BAY

Shelves

Door to Bathroom

Metal prep
table

Freezer / Walkin Cooler Doors

Storage Rack

Door to Offices



YMCA project

1 message

Chef Caleb Stiles 417 <cstiles102@gmail.com>

Sat, Feb 16, 2019 at 12:36 PM

To: Caleb Stiles <cstiles102@gmail.com>

349

Search
Restaurant Equipment
Commercial Refrigeration
Smallwares
Storage & Transport
Tabletop
Disposables
Furniture
Restaurant Dinnerware
Food & Beverage
Janitorial Supplies
Business Type
WebstaurantStore
Cart
Continue Shopping Empty Cart

Choice Full Size Perforated Steam Table / Hotel Pan - 4" Deep Anti-Jam
Save for Later
plus

\$104.34

× 6

Choice Full Size Stainless Steel Solid Steam Table / Hotel Pan Cover
Save for Later
plus

\$269.70

× 30

Choice 1/2 Size Standard Weight Anti-Jam Stainless Steel Steam Table / Hotel Pan - 4" Deep
Save for Later
plus

\$33.84

× 6

Choice 1/2 Size Stainless Steel Solid Steam Table / Hotel Pan Cover
Save for Later
plus

\$82.41

× 15

Mercer Culinary M18270 Hell's Handle High Heat 4" Beveled Edge Blade Grill Scraper

Food Staff Hours
3 staff
11am - 6pm
\$9.10 - hour

Save for Later
plus

\$22.98

x 2

Griddle Gear Cleaning Kit
Save for Later
plus

\$49.98

x 2

Refrigerator / Freezer Thermometer
Save for Later
plus

\$8.94

x 6

Taylor 5927 TempRite Glycol Refrigerator / Freezer Thermometer
Save for Later
plus

\$15.98

x 2

Taylor 1750BK 9 1/4" Black Digital Atomic Wall Clock with Thermometer and Calendar
Save for Later
plus

\$27.98

x 2

2" Stainless Steel Dial Grill Thermometer - NSF
Save for Later
plus

\$11.96

x 4

Comark DOT2AK Stainless Steel 2" Dial Oven Thermometer - NSF
Save for Later
plus

\$29.90

x 10

Taylor 9848EFDA 2 3/4" Waterproof Digital Probe Thermometer - 1.5mm Diameter Probe
Save for Later
plus

\$101.64

x 6

5" Probe Thermometer 0 to 220 Degrees Fahrenheit
Save for Later

plus

\$13.74

× 6

Taylor 9305 Dual Temp Infrared Thermometer with Probe

Save for Later

plus

\$59.99

× 1

All Points 62-1133 Fluke FoodPro Laser Infrared Thermometer; -30 - +525 Degrees Fahrenheit
Usually ships in 1-2 bus. days

~~\$238.24~~ 119.12

× 1

Buckeye 6 Liter Class K Wet Chemical Fire Extinguisher Tagged - Rechargeable UL Rating 1A:K

Save for Later

plus

\$291.98

× 2

San Jamar SW1218 Saf-T-Wrap Film / Foil Station with Safety Blade and Label Dispenser

Save for Later

plus

\$113.98

× 2

Edlund KR699 Enclosed Stainless Steel 8-Slot Wall Mount Knife Rack - Open Back

Save for Later

\$124.26

× 2

Dexter-Russell 29313 V-Lo 8" Scalloped Bread and Sandwich Knife

Save for Later

plus

\$50.80

× 4

Dexter-Russell 29123 V-Lo 12" Oval Diamond Knife Sharpening Steel with Black Handle

Save for Later

plus

\$30.99

× 1

Dexter-Russell 29253 V-Lo 10" Chef Knife

Save for Later

plus

\$93.64

x

Dexter-Russell 29243 V-Lo 8" Chef Knife
Save for Later
plus

\$120.06

x 6

Dexter-Russell 31611 Basics 3" White Straight Edge Tapered Point Paring Knife
Save for Later

\$11.56

x 4

Dexter-Russell 29343 V-Lo 12" Roast Slicing Knife with Duo-Edge
Save for Later
plus

~~\$56.98~~

x 2

Vollrath 6432120 Jacob's Pride 1 oz. Black Perforated Round Spoodle® Portion Spoon
Save for Later
plus

\$35.16

x 4

Vollrath 6432620 Jacob's Pride 6 oz. Black Perforated Round Spoodle® Portion Spoon
Save for Later
plus

\$38.36

x 4

Vollrath 6433820 Jacob's Pride 8 oz. Black Solid Round Spoodle® Portion Spoon
Save for Later
plus

\$59.34

x 4

Vollrath 6432320 Jacob's Pride 3 oz. Black Perforated Round Spoodle® Portion Spoon
Save for Later
plus

\$35.96

x 4

Vollrath 6433320 Jacob's Pride 3 oz. Black Solid Round Spoodle® Portion Spoon
Save for Later
plus

\$35.96

x 4

Vollrath 6433120 Jacob's Pride 1 oz. Black Solid Round Spoodle® Portion Spoon
Save for Later
plus

~~\$52.74~~ 35.16

x 4

Vollrath 6433420 Jacob's Pride 4 oz. Black Solid Round Spoodle® Portion Spoon
Save for Later
plus

~~\$55.14~~ 36.76

x 4

Regency 18" x 48" NSF Chrome Shelf Kit with 64" Posts and Casters
Save for Later
plus

~~\$299.97~~ 599.94

x 6

Vollrath 47094 Jacob's Pride 18" French Whisk with Nylon Handle
Save for Later
plus

\$45.96

x 4

Servit EST-4WE Four Pan Open Well Electric Steam Table with Undershelf - 120V, 2000W
Save for Later
Ships Common Carrier

\$599.00

x 1

Vigor Full Size Anti-Jam Stainless Steel Steam Table / Hotel Pan - 6" Deep
Save for Later
plus

\$426.75

x 15

Vigor Full Size Anti-Jam Stainless Steel Steam Table / Hotel Pan - 4" Deep
Save for Later
plus

\$293.55

x 15

Vigor Full Size Anti-Jam Stainless Steel Steam Table Pan / Hotel Pan - 2 1/2" Deep
Save for Later
plus

\$221.43

x 15

Baker's Mark Full Size 12 Gauge 18" x 26" Sanitary Open Bead Rim Heavy Duty Aluminum Bun / Sheet Pan
Save for Later
plus

\$1,388.52

× 100

Alto-Shaam 1200-UP Mobile 16 Pan Dutch Door Holding Cabinet with Universal Racks - 120V
Save for Later
plus

Ships Common Carrier

Free Shipping

\$7,962.24

× 2

Regency 20 Pan End Load Nesting Bun / Sheet Pan Rack - Assembled
Save for Later
Ships Common Carrier

\$959.94

× 6

Regency 15" x 48" Stainless Steel Wall Mounted Pot Rack with Shelf and 18 Galvanized Hooks
Save for Later
plus

\$575.76

× 6

Regency 30" x 72" 18-Gauge 304 Stainless Steel Commercial Work Table with Galvanized Legs and Undershelf
Save for Later
plus

\$635.64

× 4

Advance Tabco DL-30-72 Stainless Steel Prep Table with Sinks, Drawer, Cutting Board and Undershelf - 72"
Save for Later
Usually ships in 4-6 weeks

Ships Common Carrier

\$2,259.17

× 1

Regency Wall Mount Faucet with 8" Centers and 12" Swing Spout
Save for Later

\$39.57

× 1

Advance Tabco FTG-1830 18" x 30" Floor Trough with Stainless Steel Grating
Save for Later
plus

Usually ships in 1 week

\$1,342.09

x 1

Regency 25" 16-Gauge Stainless Steel One Compartment Floor Mop Sink - 20" x 16" x 12" Bowl
Save for Later

plus

Need mop + broom holders

\$185.96

x 1

Regency Wall Mounted Mop Sink Faucet with Vacuum Breaker

Save for Later

plus

\$72.93

x 1

Avantco MX60 60 Qt. Gear Driven Commercial Planetary Floor Mixer with Stainless Steel Bowl Guard - 240V, 2 1/2 hp
Save for Later

plus

Ships Common Carrier

Free Shipping

\$4,499.00

x 1

Regency 48" Mobile Gas Connector Hose Kit with 2 Elbows, Full Port Valve, Restraining Device, and Quick Disconnect - 3/4"

Save for Later

plus

~~\$219.98~~

416.40

x 24

Regency 74 1/2" 16 Gauge Stainless Steel Three Compartment Commercial Corner Sink with Two Drainboards - 24" x 24" x 14" Bowls

Save for Later

Ships Common Carrier

\$1,059.00

x 1

Regency 1.42 GPM Wall-Mounted Pre-Rinse Assembly with 8" Centers and 12" Add On Faucet

Save for Later

plus

\$137.12

x 1

Avantco A-49R-HC 54" Solid Door Reach-In Refrigerator

Save for Later

plus

Ships Common Carrier

Free Shipping

\$3,498.00

x 2

Cooking Performance Group S60-G24-N Natural Gas 6 Burner 60" Range with 24" Griddle and 2 Standard Ovens - 280,000 BTU

Save for Later
plus

Ships Common Carrier

Free Shipping

\$2,249.00

x 1

Right Hinged Door Kolpak QS6-0810-FT Polar Pak 8' x 10' x 6' Indoor Walk-In Freezer with Top Mounted Refrigeration
plus

Usually ships in 2 bus. days

Ships Common Carrier

Too large for liftgate

\$8,933.06

x 1

Optional - Compressor Extended Warranty: 5 Year Extended Warranty on Compressor

Rt. Hinged Door Kolpak QS7-1010-CT 10' x 10' x 7' 6" Indoor Walk-In Cooler with Aluminum Floor
plus

Usually ships in 2 bus. days

Ships Common Carrier

Too large for liftgate

\$7,792.47

x 1

Optional - Compressor Extended Warranty: 5 Year Extended Warranty on Compressor

Cooking Performance Group FGC200N Double Deck Full Size Natural Gas Convection Oven with Legs - 108,000 BTU

Save for Later
plus

Ships Common Carrier

Free Shipping

\$9,398.00

x 2

Recommended Products

Choice Full Size Stainless Steel Solid Steam Table / Hotel Pan Cover
\$10.99/Each

plus
Add to Cart

Choice Full Size Perforated Steam Table / Hotel Pan - 4" Deep Anti-Jam
\$18.99/Each

plus
Add to Cart

Choice 1/2 Size Standard Weight Anti-Jam Stainless Steel Steam Table / Hotel Pan - 4" Deep
\$5.99/Each

plus
Add to Cart

Choice 0.75 oz. Clear Plastic Souffle Cup / Portion Cup - 2500/Case
\$29.49/Case

plus
Add to Cart

Acopa 2 Gallon Country Glass Beverage Dispenser
\$14.99/Each

plus
Add to Cart

Acopa 9.5 oz. Rocking Rocks Glass - 12/Case
\$22.99/Case

plus
Add to Cart

Lancaster Table & Seating Black 5' Stanchion Rope with Silver Ends for Rope Style Crowd Control / Guidance Stanchion
\$12.99/Each

plus
Add to Cart

Acopa Tasting Flight Set - 4 Barbary Sampler Glasses with Red-Brown Wood Taster Paddle
\$13.99/Each

plus
Add to Cart

Avantco SNZGD8C Curved Glass Sneeze Guard - 49"
\$569.00/Each

Add to Cart

Acopa 12 oz. Radiance Tall Stemless Wine Glass - 12/Case
\$22.99/Case

plus
Add to Cart

Regency 16 Gauge Stainless Steel 15" x 60" Heavy-Duty Solid Wall Shelf
\$119.99/Each

plus
Add to Cart

Acopa 14 oz. Glass Milk Bottle - 12/Case
\$12.99/Case

plus
Add to Cart

Oneida 2507STBF Cityscape Stainless Steel Flatware Serving Spoon - 12/Case
\$110.29/Case

plus
Add to Cart

Noble Products 30" Translucent Vinyl Glass Rack Dust Cover
\$29.99/Each

plus
Add to Cart

Acopa Harmony 6" 18/8 Stainless Steel Extra Heavy Weight Oyster / Appetizer / Cocktail Fork - 12/Case
\$12.49/Case

plus
Add to Cart

Lancaster Table & Seating Black 8' Stanchion Rope with Silver Ends for Rope Style Crowd Control / Guidance Stanchion
\$23.99/Each

plus
Add to Cart

Acopa 2.25 oz. Espresso Cup - 24/Case
\$31.49/Case

plus
Add to Cart

Acopa 5.5 oz. Flare Beer Sampler Glass - 12/Case
\$12.99/Case

plus
Add to Cart
Subtotal\$57,372.64
Save with fast & FREE shipping on all eligible items

Learn More

Sorry but we are unable to generate a shipping quote for you at this time. Please contact customer service using live chat, 717.392.7472 or help@webstaurantstore.com for assistance!

VisaDiscoverAmerican ExpressMasterCard

Pay with credit card

Proceed To Our
Secure Checkout
Or use a third-party payment service

Checkout

Lease your order as low as
\$1,187.61 / month

Use net 30 terms
Saved for Later
Remove All Move All to Cart

Choice Gray Utility / Bussing Cart with Three Shelves - 32" x 16"
Move to Cart

\$177.44

x 4

20" x 15" x 7" Black Polypropylene Bus Tub, Bus Box

Move to Cart

\$31.90

x 10

Choice Full Size Stainless Steel Solid Steam Table / Hotel Pan Cover

Move to Cart

\$269.70

x

Choice 1/6 Size Standard Weight Anti-Jam Stainless Steel Steam Table / Hotel Pan - 6" Deep

Move to Cart

\$31.74

x

Choice Full Size Perforated Steam Table / Hotel Pan 2 1/2" Deep Anti-Jam

Move to Cart

\$72.78

x

VisaDiscoverAmerican ExpressMasterCardPay with credit card

Proceed To Our

Secure Checkout

Quick Checkout

Checkout with your saved information

1101 Grand Ave, Carthage, MO 64836

Billing Address

Shipping Address

Shipping Type

Total \$62,077.20 - 62,593.73

Plus

Hood - 30k+- w. +h No Install

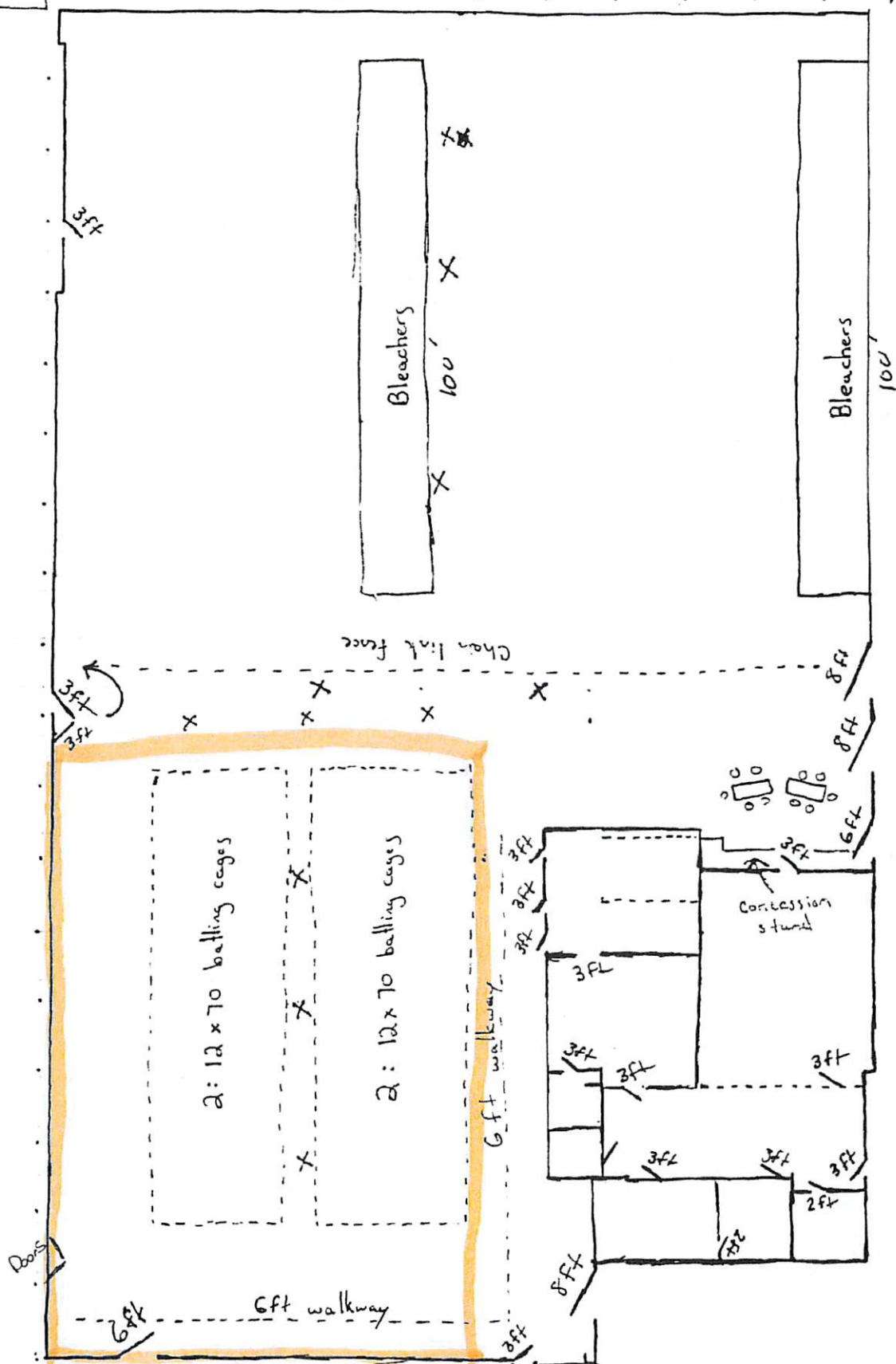
Tables, Chairs, Etc

FUTURE INDOOR PLAYGROUND AREA

$\frac{1}{2}$ in = 10 ft
X = columns

North end : 117 ft

West side : 192 $\frac{1}{2}$ ft





Proposal

Soft Play, L.L.C.
11515 Vanstory Drive
Suite 100
Huntersville, NC 28078
USA

main: 704.875.6550
fax: 704.875.6561
800.782.PLAY (7529)
www.softplay.com

Project:

Fair Acres Family YMCA
400 S Maple St
Carthage, MO 64836

Date:

April 26, 2019

Submitted To:

Jonathan Roberts
2600 Grand Ave
Carthage, MO 64836

Proposal Number:

P32377

Contractor License #:

We submit here with, for your review and approval, the following drawings and cost projections for the products listed below. These prices are valid for 60 days from the proposal date. Our terms and conditions for payment are 50% at the date of proposal acceptance and the remaining 50% prior to shipment. The remaining 50% will be due and payable before equipment leaves seller's warehouse.

Description	List Price	Price
Unit: CUSTOM in CUSTOM	\$157,304.00	\$133,708.00
Features:		
Kid Conveyor	Observation Ball	
Custom Slide	Pogo Power	
Triple Slide	Maze Pass-Through	
Fun Forrest	AND MORE !!!	
Optional Accessories - Page 2 (if applicable)		
Installation		\$40,922.00
Soft Foam SI		\$47,900.00
Surfacing- Carpeting		\$54,340.00
Shipping and Handling		\$2,330.00
Sales Tax (estimated)		Assumed Exempt
Total		\$279,200.00

Installation pricing covers install of Soft Play-supplied products only, unless otherwise specified in writing.

Please verify these plans and call me for any revisions, changes or assistance in proceeding with this project. Thorough customer review and pre-approval of proposals and designs is essential to accomplishing accurate production, delivery and construction of Soft Play equipment. The customer must review and pre-approve site plans, designs and renderings in order to ensure that the proposed equipment satisfies the customer's requirements, fits within the customer's space, and complies with the customer's color selections. It is recommended that the customer's architect and/or general contractor review all critical dimensions. Color samples can be provided upon request. Subsequent to customer approval, Soft Play, LLC is not responsible for redesign of the play system or additional parts and labor to alleviate play system interference with customer's building structure and mechanics, or to accommodate additional or altered access or egress around the system. Additionally, Soft Play, LLC will not be responsible for color changes that differ from the proposal renderings.

Approval:

I hereby acknowledge and agree that: I have reviewed proposal number _____ dated _____ (attached hereto); I and/or my authorized representatives have reviewed the dimensions of the site in conjunction with the dimensions and footprint of the proposed Soft Play equipment; and I have reviewed all color selections. I hereby approve the proposal, design, site plan, and colors. Additionally, I hereby acknowledge and agree to the terms and conditions contained in the Purchase Agreement.

Owner Operator: _____

Printed Name: _____

Date: _____

Sales Representative: Brian Sonney

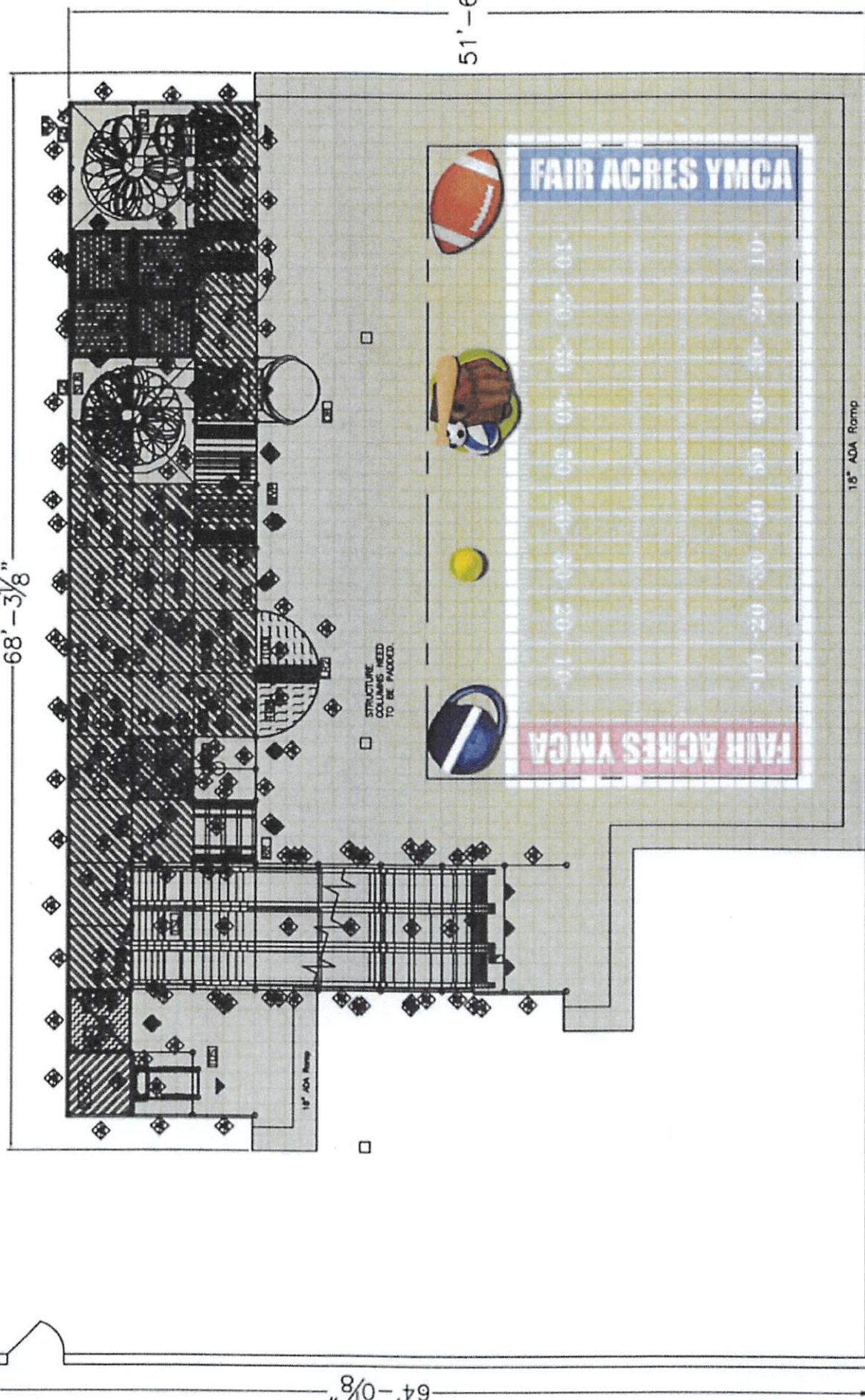
Project Manager: Alex Grippe

82'-8"

NOTE: FIELD VERIFY ALL SITE DIMENSIONS

ALL DIMENSIONS
MAY BE VERIFIED
BY OWNER

68'-3/8"



STRUCTURE
COLUMNS
TO BE PLACED

51'-6 1/8"

15' ADA Ramp

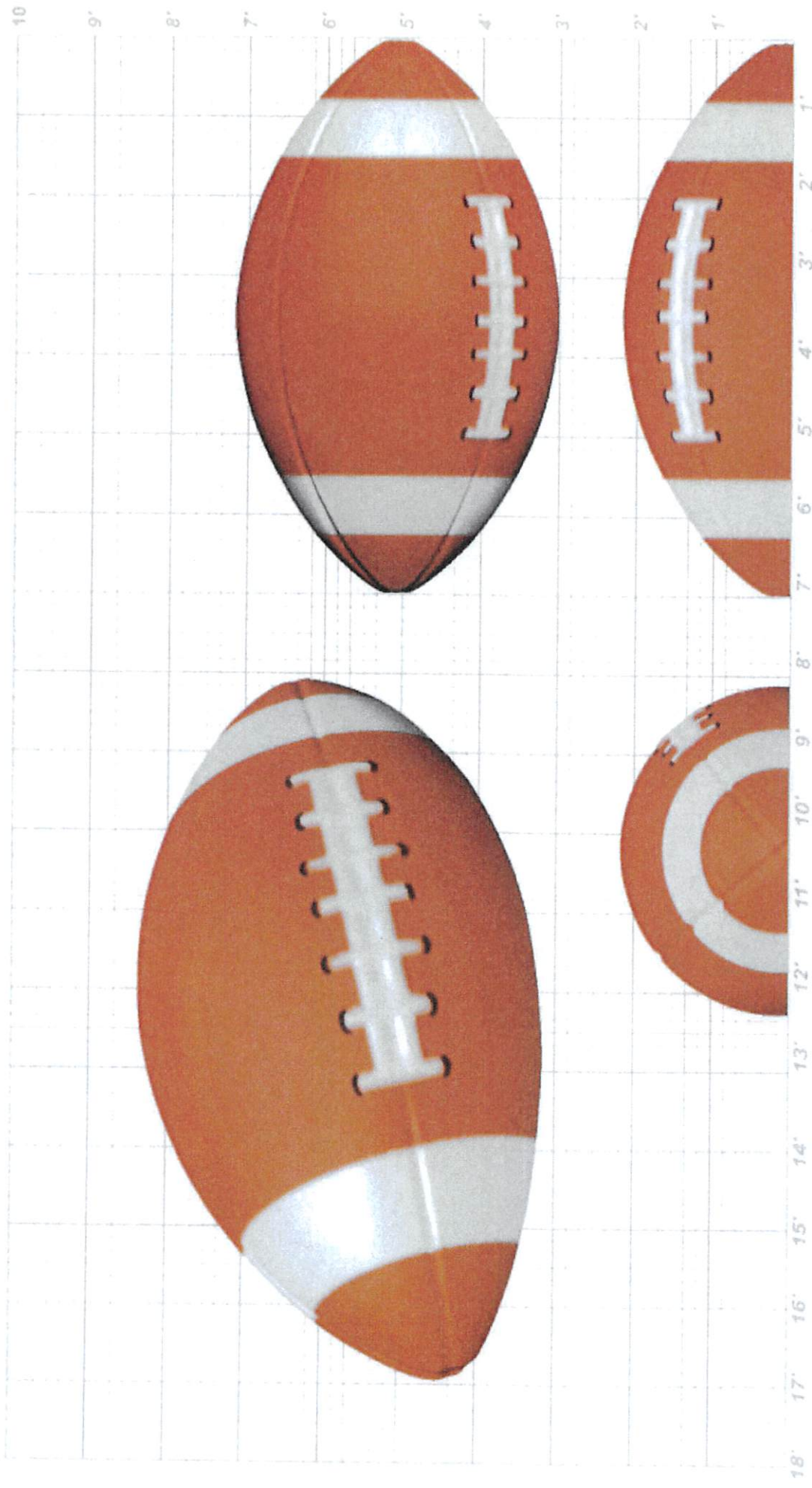
64'-0 7/8"



PLAYTIME, LLC
13310 James E. Casey Ave.
Englewood, CO 80112
303.662.0322

Bat Soccerball Basketball Glove - SF2786

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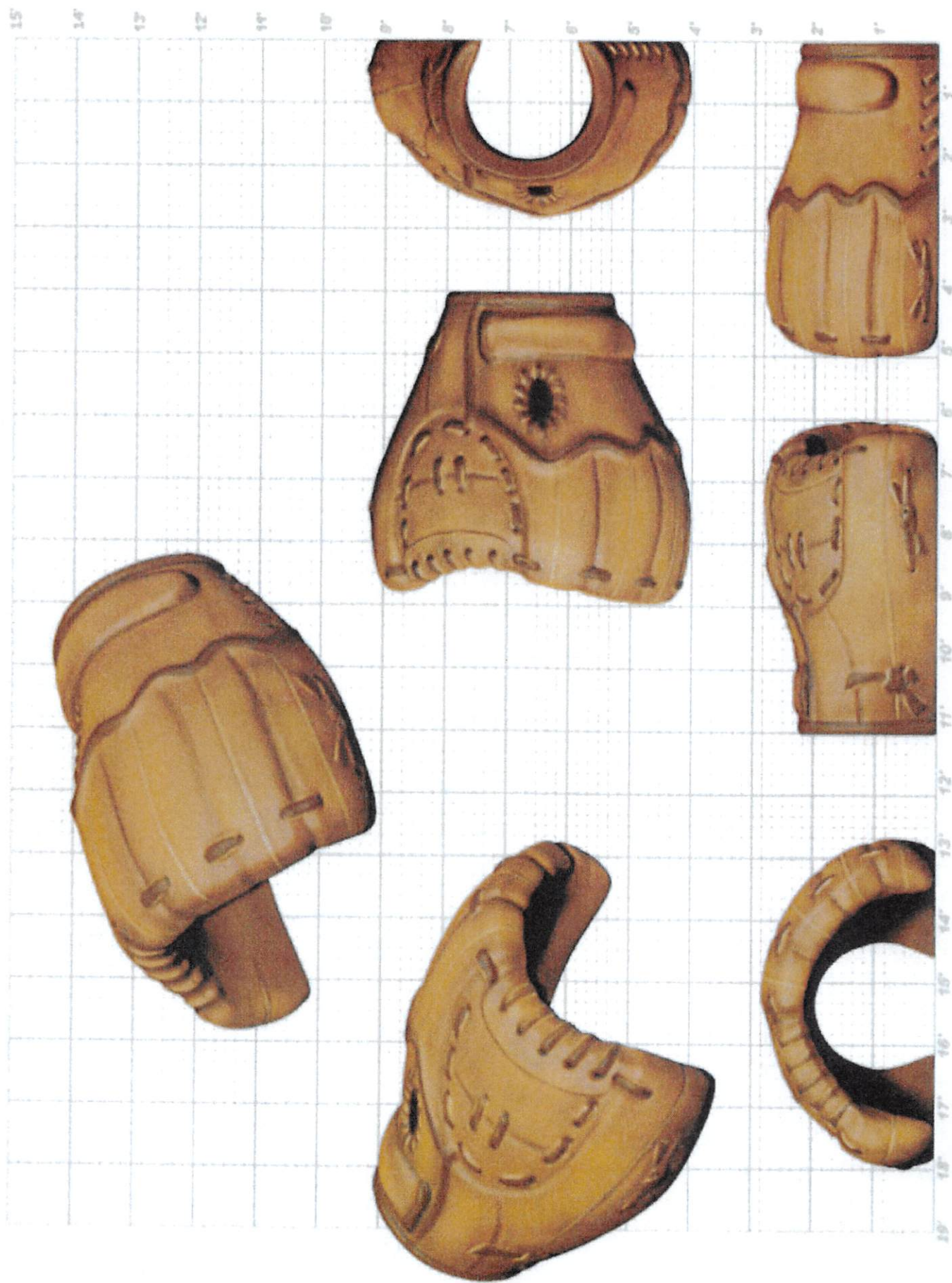


Football - SF2787

PLAYTIME LLC
11100 J Street, Suite 100
Englewood, CO 80112
503.683.0282
www.playtime.com



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Baseball Glove - SF2784



PLAYTIME, LLC
18111 Main Street, Suite 100
Englewood, CO 80152
303-660-0500
www.playtime.com

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DESIGN FOR FUN, JUST FOR YOU

FAIR ACRES FAMILY YMCA

JONATHAN ROBERTS

400 S MAPLE ST

CARTHAGE, MO 64836

P32377

APRIL 26, 2019



PLAY EXPERIENCE

CONCEPT DEVELOPMENT

KIDS

Discovery & Surprise
Challenge & Adventure
Fun & Active Play



PLAYGROUND OWNER

Worryfree &
Low Maintenance
Compliance with
Local Regulations
Family Magnet



PARENTS/CAREGIVERS

Openness & Visibility
Cleanliness & Safety
Active Entertainment



This Soft Play® design creates a memorable experience and endless play opportunities to make your destination an attraction families will come back to time and time again.

soft play

SOFT PLAY, LLC
1005 WILSON DR.
MILWAUKEE, WI 53214
TEL: 414-221-8888
FAX: 414-221-8888
724-878-0330
724-878-0441
CA-12/73209

[illegible]

-

SOFT PLAY CONSTRUCTION

Richard Rogers introduces

When thinking of soft play we are often reminded of the simple, brightly coloured, plastic structures that are found in many children's play centres. However, the soft play industry has grown significantly in recent years, and now offers a wide range of options for children's play centres, schools, and community centres.

One of the most popular options is the traditional soft play structure, which is made of plastic and has a soft, padded interior. These structures are often found in children's play centres and are a popular choice for parents and children alike. However, there are now many other options available, including wooden soft play structures, which are made of wood and have a soft, padded interior. These structures are often found in schools and community centres and are a popular choice for parents and children alike.

Another option is the inflatable soft play structure, which is made of inflatable material and has a soft, padded interior. These structures are often found in children's play centres and are a popular choice for parents and children alike. However, they are also a popular choice for schools and community centres, as they can be used for a variety of activities, including games and sports.

Finally, there are also soft play structures that are made of fabric and have a soft, padded interior. These structures are often found in children's play centres and are a popular choice for parents and children alike. However, they are also a popular choice for schools and community centres, as they can be used for a variety of activities, including games and sports.

Overall, the soft play industry has grown significantly in recent years, and now offers a wide range of options for children's play centres, schools, and community centres. Whether you are looking for a traditional soft play structure, a wooden soft play structure, an inflatable soft play structure, or a fabric soft play structure, there is sure to be an option that meets your needs.

[illegible]

DISCLAIMER OF LIABILITY

SOFT PLAY, LLC CONFIRMS THAT THE PLACEMENT AND USE OF ANY EQUIPMENT IS AT THE USER'S RISK. SOFT PLAY, LLC PROVIDES EQUIPMENT ONLY AS DESCRIBED ON THIS CHANGING, COMPLEXES WITH THE USE ZONE RECOMMENDATIONS OF ASTM F 1918. SOFT PLAY, LLC ASSUMES NO RESPONSIBILITY FOR INJURIES TO CUSTOMERS. SOFT PLAY IS UNWILLING TO VERIFY THE

COMPLIANCE OF ANY ON-SITE
CONFIGURATION AND/OR
INSTALLATION OF THE PLAY
PRODUCTS, AND THEREFORE,
SPECIFICALLY DISCLAIMS
RELIANCE, AND CONES
RESPONSIBILITY AND/OR
LIABILITY FOR ANY SUCH
CONFIGURATION OF NON-SOFT
PLAY PRODUCTS. IT SHALL BE
THE RESPONSIBILITY OF THE
NON-SOFT PLAY PRODUCT
INSTALLER/OWNER TO ENSURE

04/26/19	NTS	EE
SITE VERIFICATION UNIT TYPE: CUSTOM PLEASE SIGN, COPY AND FAX THIS PORTION TO INDICATE THAT ALL REQUIREMENTS HAVE BEEN MET		

CUSTOM
 P32377
 5

CLEARANCES ARE CORRECT AS SHOWN ON THIS DRAWING. ANY DISCREPANCIES NOT SHOWN MUST BE CORRECTED BEFORE PROCEEDING. ALL CONNECTIONS MUST BE MADE ON THIS COPY AND RETURNED TO THE OFFICE OF BOWLEY LLC FOR APPROVAL PRIOR TO MANUFACTURING OF THE UNIT.

REGION MANAGER _____
 DATE/1/OPERATOR _____
 DATE _____

1001

PLAY DETAILS

Play Capacity
120 children

Playground Footprint
64'-0" (19.51m)
32'-0" (9.75m)

Play Equipment Height
13'-3" 1/2" (4.05m)

Recommended Surfacing
515 SQ FT.
47.8 SQ M.





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FEATURED PLAY

Soft Play systems are designed to promote active, inclusive, age-appropriate play that challenges physical, social, cognitive and decision-making skills in children of all ages and abilities.

Look for these symbols to see how each of our play experiences helps move bodies, minds and imaginations:



IMAGINATION

stimulates
creativity to
keep the mind
as active as the
body



ACTIVE

gets arms,
legs, hearts
and lungs
working



EXCLUSIVE

play events
that are
exclusive to
Soft Play



SENSORY

involves
sights,
sounds and
touch as you
play



SOCIAL

encourages
kids to play
cooperatively



INCLUSIVE

enables kids of
all abilities to
play



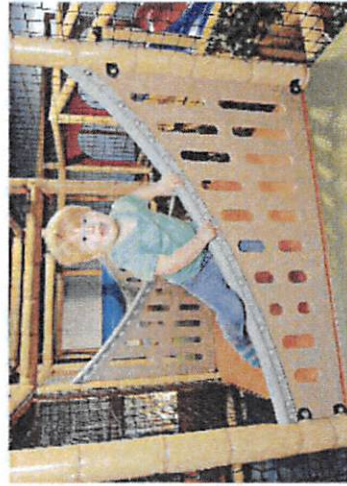
KID CONVEYOR

Fun is on a roll as kids use hand strength to pull themselves over rolling logs.



CUSTOM SLIDE

How do you like your slide? We can build slides to fit most any color, height, or space.



CRISS-CROSS

This high-step staggered obstacle is a hurdle kids will love getting over.



HOVER RING

This uniquely shaped, suspended ring is fun for kids to crawl through and hang out.



LOG ROLL

Kids can work out like a lumberjack while also learning core-body balance awareness.



ADULT CLIMBER

This climb gives parents and maintenance crews easy access to all levels of the play area.





TRIPLE SLIDE

This wide bed slide lets several kids enjoy this classic carnival ride at the same time.



FUN FOREST

Kids will love finding their way through this maze's forest of hanging, foam-filled bags.



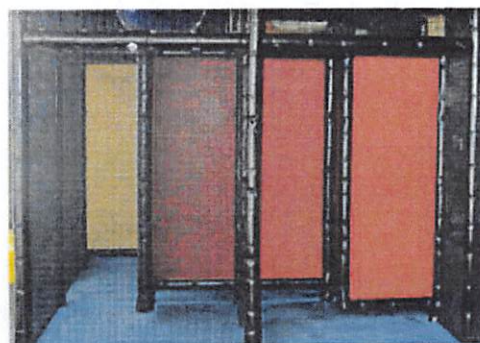
SKYWHEEL

Kids will love taking a spin on this challenging hand-over-hand course with a twist.



OBSERVATION BALL

This 48-inch diameter dome gives kids a great birds-eye view of the entire play area.



MAZE PASS-THROUGH

This pass-through maze challenges kids to find their way out.



POGO POWER

Kids can bounce up and down, high and fast as they like, on this stationary pogo.





ROLLER RUN

Kids will love rocking this climbing path of foam-and-vinyl rollers.



TODDLER SLIDE

Toddlers will be thrilled by this safe, age-appropriate slide made just for them.



STAND-N-SPIN

This grown-up version of the classic toy lets kids spin like a champion ice skater.



MATH BEADS PANEL

This panel helps kids locate several items to reinforce counting and sequencing skills.



WAVE CLIMBER

Swirling shapes add a cool new twist to traditional climbing decks.





WHY SOFT PLAY?



MANUFACTURING FACILITY

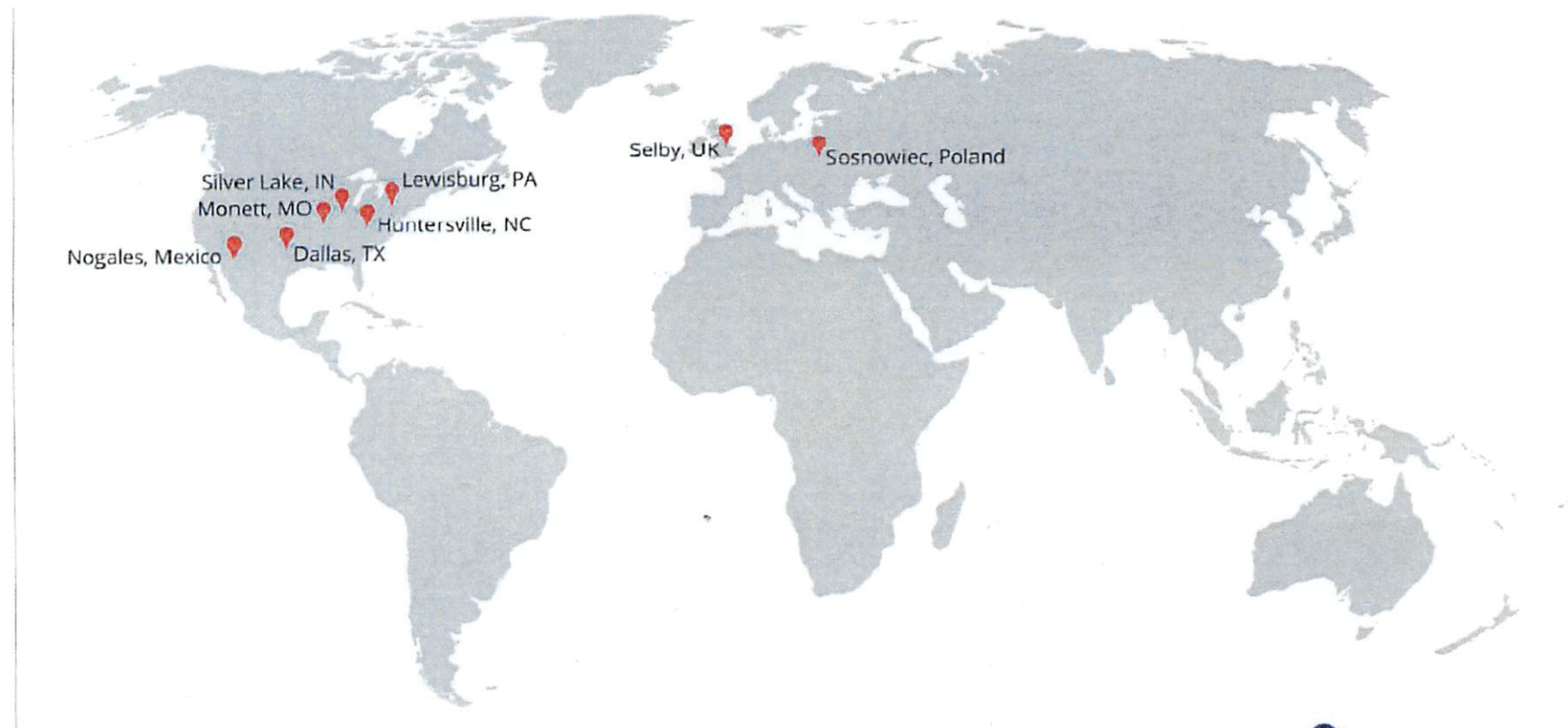
IN MONETT, MISSOURI

33+ years of service
25,000+ INSTALLS

Soft Play is a proven global leader in the contained play industry. We bring more than 30 years of experience and industry knowledge that is unmatched. Through unique play designs, a passion for quality and safety, and the uncompromising commitment to our clients' success, we build play spaces that attract and engage families day after day.

OUR GLOBAL MANUFACTURING FOOTPRINT

Soft Play is a division of PlayPower, Inc., one of the largest playground and recreation companies in the world. The PlayPower family of brands has hundreds of years of combined experience bringing play and recreation to life.



HAGS®



PLAYWORLD



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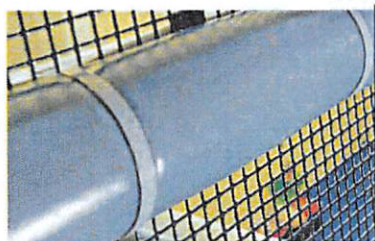
OUR DIFFERENCE IS YOUR ADVANTAGE

As a global leader in the play industry for more than 33 years, Soft Play combines innovation with performance, delivers superior quality and safety, represents a lasting value and has little impact on the environment. Our products are made to meet or exceed industry quality, safety and environmental standards, including::

- ISO 9001-2000
- ISO 14001
- OHSAS 18001
- ASTM 1918
- Consumer Product Safety Improvement Act

HIGH QUALITY MATERIALS

Designed for durability, cleanability and visibility

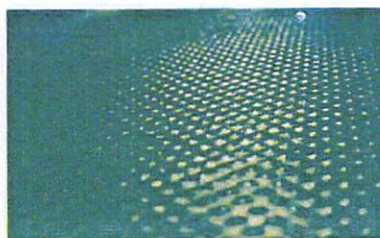


TuffSkin Post Pad

Durable, lightweight,
affordable polyethylene
padding

Increases resistance to the
elements

Provides safer play for kids



Rotational Molded Deck Systems

Provide greater durability
and longer life

Modernize the structure's
appearance

Add the sensory benefit of
textured surfaces



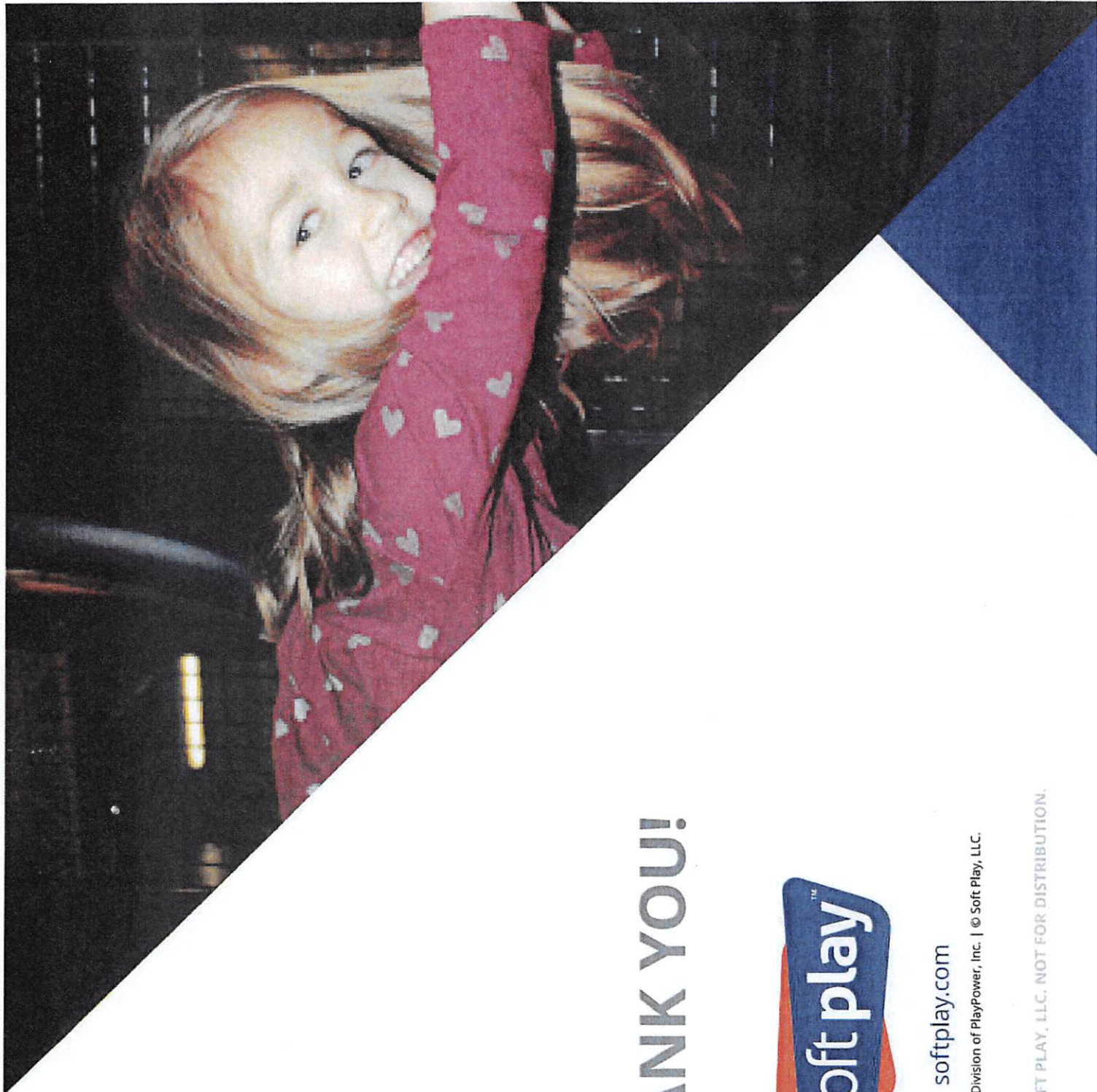
TuffNet™

Improves visibility and the
structure's appearance

Durable and maintenance
free

Resistant to vandalism and
tearing

Talk to a Soft Play sales representative for more detailed information about our materials.



THANK YOU!



softplay.com

Soft Play, Inc. is a Division of PlayPower, Inc. | © Soft Play, LLC.

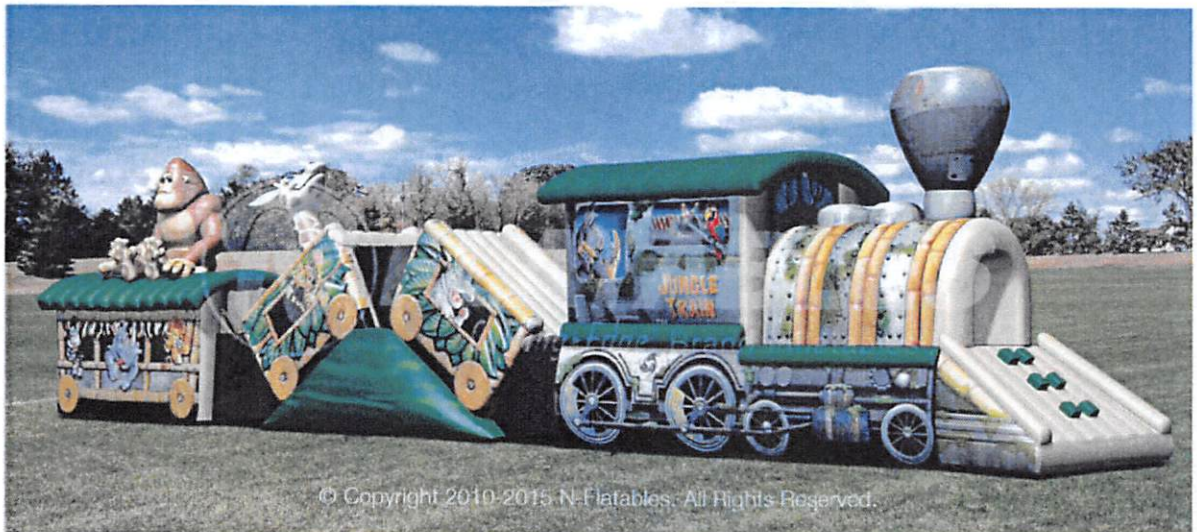
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Tiger Belly Bouncer®
\$1,997



Tiger Belly Bouncer® Combo
\$2,797



Jungle Train™
\$3,697



B-Air Kodiak 1.0 HP Blower
\$185



Super Heavy Duty
Hand Truck (1,000 lb. capacity)
\$229



Play-A-Round™ Golf
\$4,997



Joust & Twister Combo
\$2,515

Video Surveillance System

TOTAL ELECTRONICS CONTRACTING, INC.



SYSTEM PROPOSAL – CCTV System

Fair Acres Family YMCA – Game On

Atten: Jonathan Roberts

400 S Maple

Carthage Mo

Job Details:

- install CCTV system in the Game On facility with 14 HD security cameras.....

1- in office lobby

2 - in private offices

2 - in kitchen

4 - on playground area

2 - on ball courts

1 - in concession area

1 - on east outside of building

1 - on west outside of building

- cameras are fixed wide angle views with 2mega pixel resolution

- install video server with 9TB of drive storage designed to store approx 30 days of video on the system

- install wall mounted 32" display to view the system

- system accessible via APPs, browsers, or client software available for all devices and operating systems

- provide and install PoE network switches to connect and power all cameras

- install new cat5e cable to each of the new cameras

- all installation labor, set up, testing, and user training included in this quote

TOTAL = \$10,750

TOTAL ELECTRONICS CONTRACTING, INC.



All 120 VAC circuits, grounding conductors, conduits, stub ups, bushings, raceways, cable tray, back boxes, ceiling tile supports (unless otherwise indicated) to be provided and installed by the Electrical Contractor.

Total Electronics Contracting will supply and install J Hooks as required for this project.

Total Electronics Contracting will supply submittal and end of project documentation.

Fees for Electronic documents (CAD Drawings) if required for preparing shop drawings are not included in this proposal.

Fees for stamped drawings are not included in this proposal.

Any changes in materials, and or labor required to complete the installation as described in the original bid notes will be handled by change order and will incur additional charges.

TEC certificate of insurance is available upon request.

Note: Additional insurance costs will apply if insurance endorsements are required above and beyond TEC standard certificate of insurance provisions.

Prepared by Aaron Hutchcraft, Communications Project Manager 417-208-0214
April 25, 2019 quote valid for 30 days

Video Management Anywhere, Anytime.



Complete Scalable Video Management



Built for Users.™

Apps for every operating system. *Cloud enabled.*

DW Spectrum® IPVMS supports all major operating systems with the ability to link any system to DW Cloud™ for fast, reliable remote access.

Automated. Intuitive. *Built for Users.*

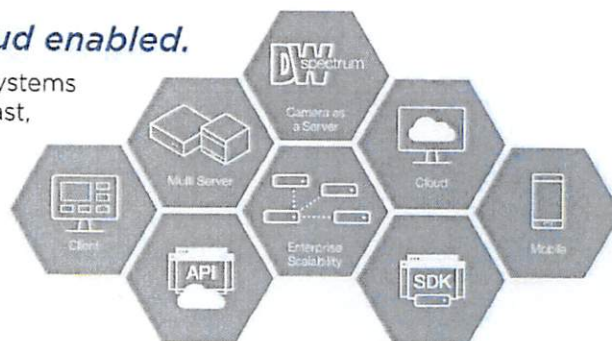
Installs in seconds, configures in minutes. Instantly usable for novices, operators, integrators, or developers.

Auto-discover devices from hundreds of manufacturers.

Discover and manage thousands of compatible video, audio and I/O devices. Set up a new system or replace any existing VMS in minutes.

Open for developers. *Integrate anything.*

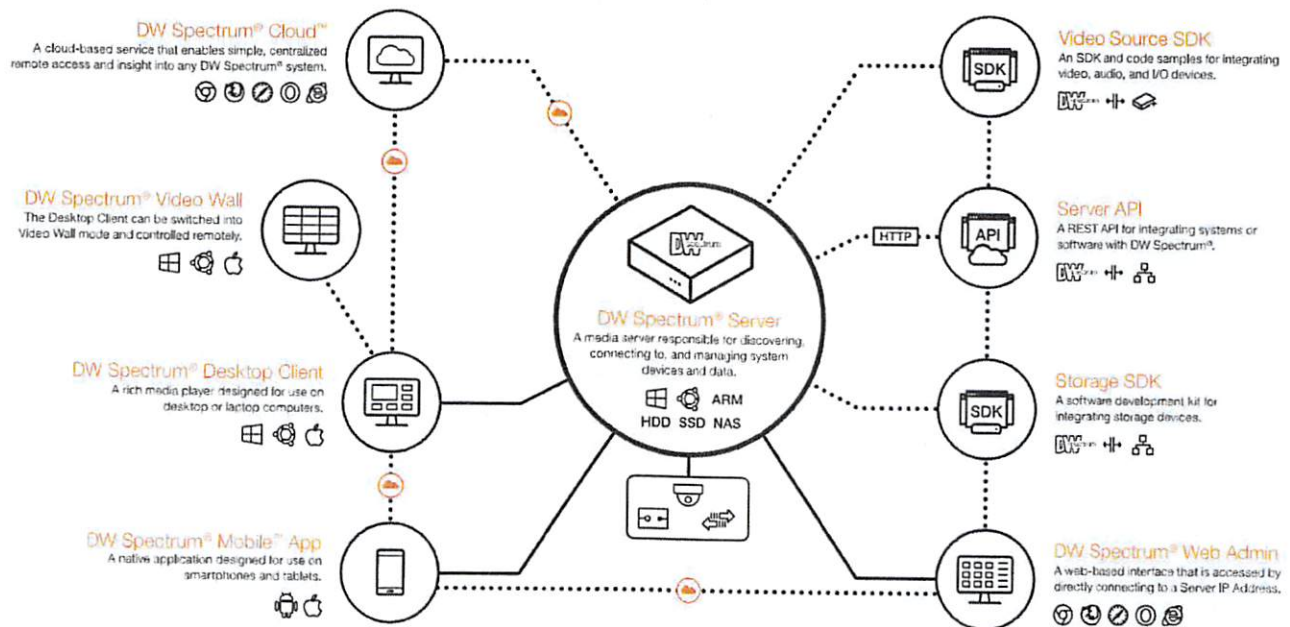
With an open Restful API, a suite of SDK's, and integrator-friendly tools like a built-in API generator DW Spectrum® IPVMS users can quickly integrate any 3rd party device or system.



Simple. Reliable. Customizable.

DW Spectrum® IPVMS is an endlessly customizable IP Video Management platform that gives users the ability to create tailored networked video solutions for any type of project, for use by anyone, on any device.

1 Open architecture / cross platform.



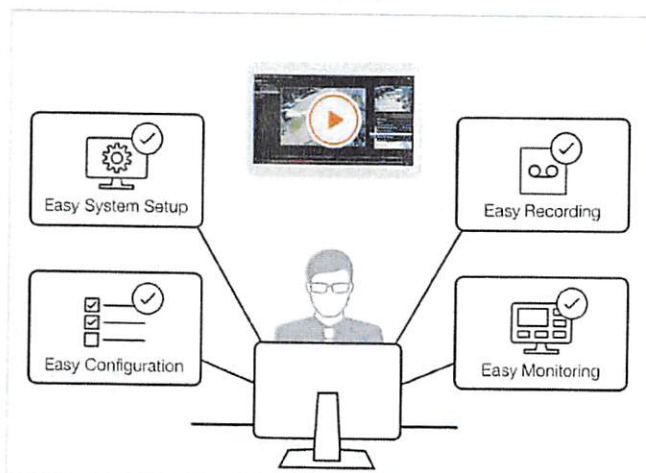
Open Architecture

- Now with DW Cloud™, connect from anywhere to share access instantly.
- Now with even more device support.
- Support of thousands of devices including cameras, encoders and I/O modules from leading manufacturers.
- Support cameras at every resolution.
- Built-in API allowing managed video to be accessed and reviewed by any willing 3rd party device.

Cross Platform

- DW Spectrum's recording engine runs on Windows® and Linux® Operating Systems.
- Client software is Windows®, Linux® or Mac® compatible.
- Mobile apps are iOS® and Android® compatible.
- Web client is compatible with Google Chrome®, Firefox®, Safari® and Internet Explorer®.

2 Interface is dramatically easier to use.



Highly refined GUI

Viewing Video

- Seamless transitions
- Customizable camera layouts
- Zoom, create regions of interest and enhance images

Searching Video

- Fastest video search in the industry
- Users can bookmark specific video segments

Downloading Video

- Multiple download options
- Storage backup

System Programming

- Intelligent high definition multi-streaming video management with no user programming required
- Server and system programming from a single interface

Advanced Features

- Interactive mapping, alarms, events/notifications, universal fisheye de-warping from a single interface
- External alarm events can be delivered right from the IP camera or via network I/O modules

3 Enterprise features are standard.

- Custom User Role Management: create custom roles and share groups of hardware and layouts
- Multi-Server and Centralized Management
- Health Monitor: provides real-time insight of camera and server status.
- Video Storage Analytic: insight into storage requirements each camera is using in real-time and forecasts the impact of additional storage.
- Minimize Video Recording Loss: includes failover to protect video recordings from hardware failures and network interruptions.
- LDAP / Active Directory integration for enterprise wide user management is standard.
- Video Wall users can create and remotely manage remote monitors with just a few clicks.



Enterprise Scalability



Easy Configuration



Video Wall Control

4 Part of a complete end-to-end IP solution.

Although DW Spectrum® IPVMS is open to be deployed on a vast number of solutions. It is also part of DW's complete end-to-end IP

solution, with Blackjack® servers or VMAX® IP Plus™ NVRs and MEGApix® IP cameras.



End-to-End Solution

5 Lifetime upgrades included/no annual agreements.

While other companies require annual maintenance agreements, DW Spectrum®

IPVMS system upgrades are always available free of charge.



No Annual Maintenance Fees

6 Scalable from one to thousands of devices.

The unified user experience for applications requiring one or thousands of cameras, it is deployed at thousands of locations

worldwide, making DW Spectrum® the industry's fastest growing VMS on the market today.



Enterprise Scalability

You choose your devices.

DW Spectrum® has applications for all major operating systems so our users are not limited by what device or operating system they choose to use on their desktops, mobile devices, rack mount servers, or even low-powered embedded devices.

Server	Client	Cloud	Mobile
A media server responsible for discovering, connecting to, and managing system devices and data.	A rich media player designed to view and manage a single DW Spectrum® system from a desktop or laptop PC.	A cloud-based service that enables simple, centralized remote access and insight into any DW Spectrum® system.	A mobile app designed for viewing DW Spectrum® system video and events while on-the-go.
SERVER OS SUPPORT:	DESKTOP OS SUPPORT:	SUPPORTED BROWSERS:	MOBILE OS SUPPORT:
 	  	    	 





Server

DW spectrum
Complete Scalable Video Management

Discover. Manage. Control. Integrate.

The DW Spectrum® IPVMS media server application is a lightweight, powerful media server responsible for discovering, connecting to, and managing DW Spectrum® IPVMS system devices and data. The application is pre-loaded on all Blackjack® servers.

Blackjack®

Servers Powered by DW Spectrum® IPVMS



Designed and Commissioned in the U.S.A.



Pre-loaded Blackjack® servers

SUPPORTED OPERATING SYSTEM:



Windows®



Linux®

DISCOVER	MANAGE	VIEW	INTEGRATE
IP Cameras (ONVIF, Custom)	IP Cameras / NVRs / DVRs	Live Video (adaptive)	HTTP Generic Events
RTSP / HTTP Streams	Advanced Routing	Recorded Video (adaptive)	HTTP Request-as-an-Action
I/O Devices	Storage (HDD/NAS/DAS)	Server Health	Server API
	Events & Rules Engine	Log Files	Storage SDK
	Failover	Audit Trail	Video Source SDK
	Transcoding	Storage Status	Any Device or System



SCALABILITY

OF CLIENTS PER SERVER: THOUSANDS
OF CLIENTS PER SYSTEM: UNLIMITED
OF STREAMS PER SERVER: 128
OF SERVERS IN A SERVER SYSTEM: 50 *
* 50 is recommended maximum. Depends on server configuration and network environment.
Contact support for more info.

SUPPORTED OPERATING SYSTEMS

WINDOWS



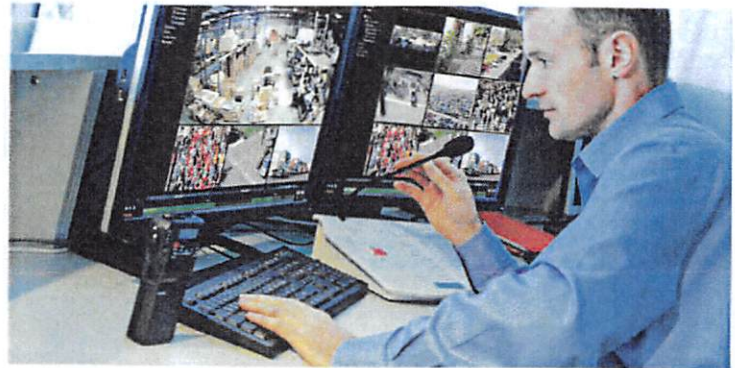
Windows
Windows 7
Windows 8
Windows 8.1
Windows 10
Windows Server 2008
Windows Server 2008 R2
Windows Server 2012
Windows Server 2012 R2
Windows 10 Enterprise

LINUX



Ubuntu Linux 14.04 LTS
Ubuntu Linux 16.04 LTS

BLACKJACK SERVER WEB ADMIN



SUPPORTED MEDIA STREAMING

LIVE STREAMS (Viewed in DW Spectrum® Desktop)

VIDEO: H.265 H.264 MJPEG

AUDIO: AAC PCM (Mu-Law, A-law) g726 MP3

LIVE STREAMS (Available to pull from DW Spectrum® IPVMS media server to 3rd party)

VIDEO: H.265 H.264 MJPEG WebM

AUDIO: AAC PCM (Mu-Law, A-law) g726 MP3

PROTOCOLS: RTSP MJPEG WebM HLS

AUTOMATIC CAMERA FAILOVER: -1 min. configurable

TRANSCODING: Supported (for web, client, mobile, API)

DATABASE: SQLITE + proprietary archive index

SINGLE SIGN ON: LDAP / active directory

SECURITY: OPEN SSL, SALTED MD5 HASH, TLS/SSL, HTTPS

DEV TOOLS: Server API (HTTP), video source SDK, storage SDK

NAS: ISCSI

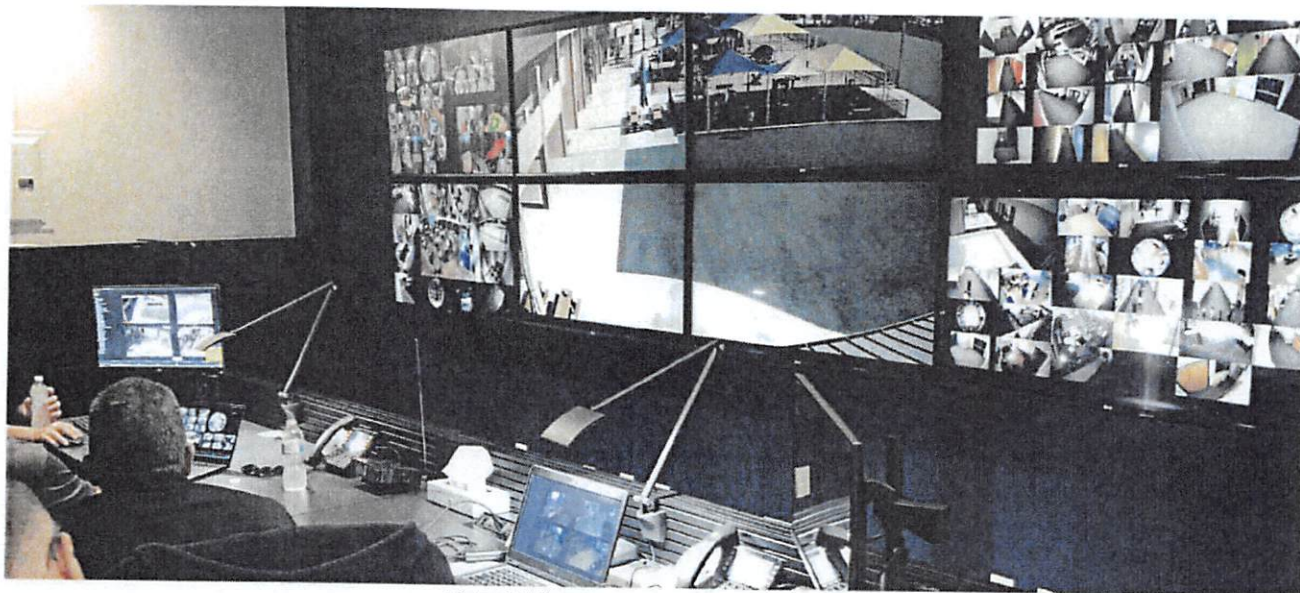


Client

DW spectrum
IPVMS
Complete Scalable Video Management

Dramatically easier to use with almost immediate video load.

A rich media player with a flexible grid interface, unmatched speed and responsiveness, instant event notifications, an embedded browser, and a user experience unlike any other video management software.



Video Wall users can create and remotely manage remote monitors with just a few clicks.

One App. Many Features.

DW Spectrum® IPVMS client combines performance, ease-of-use, and a 'let the user decide how best to use the software' approach into a single cross-platform lightweight app capable of running any server.

SUPPORTED OPERATING SYSTEM:



Windows*



Linux*



MacOS

USABILITY	MEDIA	CONFIGURATION	SEARCH
Drag & Drop	IP Cameras / Encoders / DVRs	Events & Rules Engine	Smart Motion Search
Consolidated Notifications	RTSP / HTTP Streams	User Management	Keyword Search
Flex Timeline	I/O Devices	IP Cameras / Encoders	Calendar Search
Customizable Layouts	Web Pages	Server Management	Time-Slice Search
Digital Maps	Videos	I/O Device Management	Bookmarks
Adaptive Scaling	Images	Storage Management	Audit Trail

MAXIMUM # OF GRID ITEMS

64 BIT OS: 64 Items (e.g. 64 live streams)
32 BIT OS: 24 Items (e.g. 24 live streams)

SUPPORTED OPERATING SYSTEMS

WINDOWS



Windows 7
Windows 8
Windows 8.1
Windows 10
Windows Server 2008
Windows Server 2008 R2
Windows Server 2012
Windows Server 2012 R2
Windows 10 Enterprise

LINUX



Ubuntu Linux 14.04 LTS
Ubuntu Linux 16.04 LTS

MAC



OSX 10.11
OSX 10.12

HARDWARE REQUIREMENTS

CLOUD CONNECT

HARD DRIVE: HDD
RAM: 2GB
CPU: Quad Core Intel 7 CPU or higher
GRAPHICS: Intel HD Graphics 3000 w/
Open GL2.1 support
NETWORKING: 1GB NIC

PERFORMANCE SPECS

HARD DRIVE: Performance SSD
RAM: 16 GB RAM
CPU: Intel Core i5
GRAPHICS: NVIDIA GeForce GTX 1050
(Open GL2.1 support is required)
NETWORKING: 1GB NIC

DW SPECTRUM® CLIENT APPLICATION



SUPPORTED MEDIA PLAYBACK ON GRID

LIVE STREAMS

CODECS: H.265 H.264 MJPEG

OFFLINE MEDIA

VIDEOS: AVI MKV MP4 MOV TS M2TS MPEG MPG FLV WMV 3GP
IMAGES: JPG PNG GIF BMP TIFF

CONNECTED DEVICES

I/O DEVICES: Status and triggers
SERVERS: Server health monitoring

BROWSER

WEB PAGES: Responsive websites / progressive web apps

VIEWING MODES

MEDIA PLAYER: View, edit, and export offline videos and images
CONNECTED: View, configure, and manage any
DW Spectrum® IPVMS System
VIDEO WALL: Put DW Spectrum® Desktop into VideoWall mode
to control remotely
SHOW REEL: Fully customizable timed viewing tour of any
GRID media



Cloud

DW spectrum
Complete Scalable Video Management

DW Cloud™ Simplifies Everything.

The DW Cloud™ service makes connecting to and managing DW Spectrum® IPVMS system(s) simple. Set up in seconds. Connect from anywhere. Share with an unlimited number of users.

Quick setup

1. Create a DW Cloud™ account
2. Link your system to DW Cloud™
3. Connect, view and manage video anywhere, anytime.

Browser
based
user interface

Manage users

View live or
recorded video

Quickly connect to
any system



Connect. View. Manage. Scale.

DW Cloud™ is a public cloud application hosted on Amazon AWS that enables simple remote connectivity, streaming and management of one or an unlimited number of DW Spectrum® IPVMS systems.

SUPPORTED BROWSERS:



chrome



Opera



Firefox



Safari

CONNECT	VIEW	MANAGE	SCALABILITY / INTEGRATION
NAT Traversal	Live Video (adaptive)	System Settings	Unlimited # of Systems
Data Proxy via AWS	Recorded Video (adaptive)	User Permissions	Unlimited # of Users
Simple Credentials	Camera Details	Cloud Connections	Unlimited # of Devices
Encrypted Communications	Keyword Search	Email Notifications	Cloud API
Wifi / LAN / WAN	Calendar Search		
4G / LTE / Data	Flex Timeline		



SCALABILITY

OF CONNECTED SYSTEMS: UNLIMITED

OF USERS: UNLIMITED

DW CLOUD™ SERVICES

CLOUD CONNECT



Connect any DW Spectrum® IPVMS System to DW Cloud™ for simple remote connectivity from anywhere using NAT Traversal and Cloud Data Proxy technology.



Add an unlimited number of users to a single DW Cloud™ system.

Share access to your DW Cloud™ system in seconds using only email addresses.

Create custom roles to simply and quickly assign access to multiple DW Cloud™ connected systems.

DEVELOPER TOOLS

CLOUD API: AVAILABLE UPON REQUEST

DW CLOUD™ BROWSER & DEVICES INTERFACE



DW CLOUD™ FEATURES

CONNECTIVITY

NAT TRAVERSAL: Connect directly to proxied Blackjack® servers

CLOUD DATA PROXY: Connect via AWS cloud proxy service

INTERFACE TABS

SYSTEMS: View connected system tiles

SETTINGS: View users, rename systems, disconnect systems

VIEW: USE DW Cloud™ to view live or recorded video

SECURITY

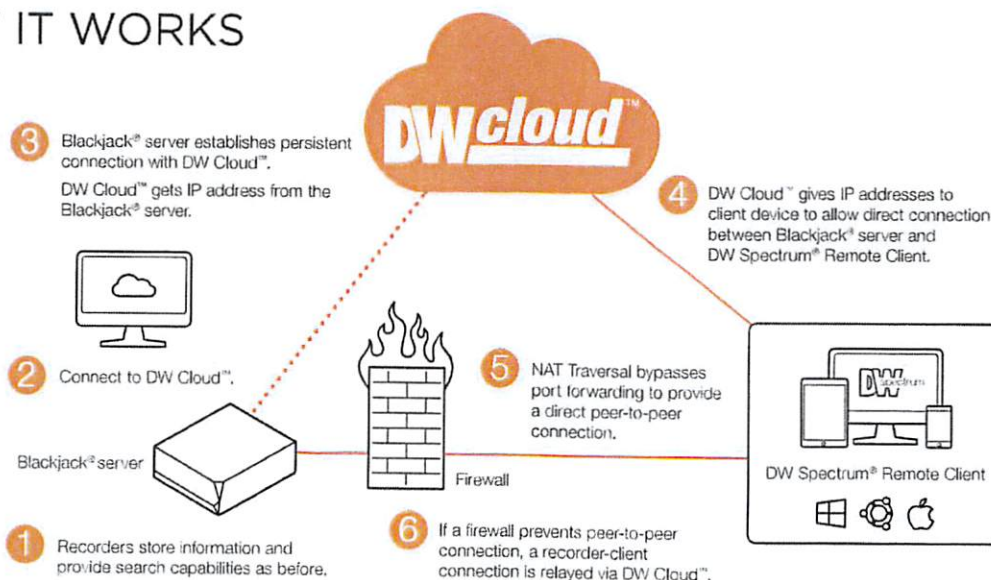
SECURE PASSWORD RECOVERY: Via email

HTTPS: Open SSL, encrypted server/client/cloud connections

EMAIL: (transport layer security)

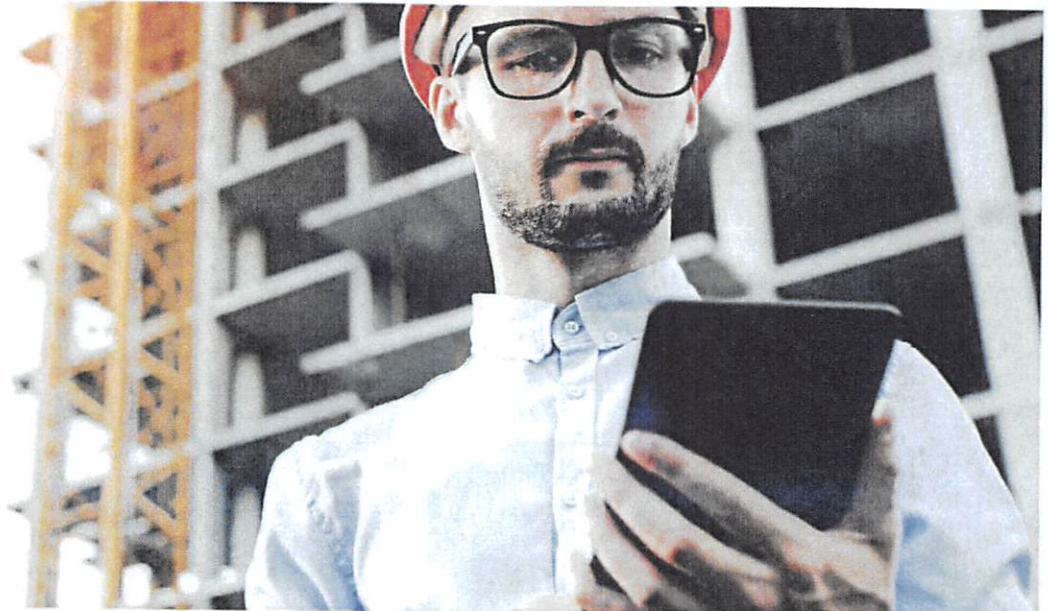
PASSWORDS: Complex, multi-level hash

HOW IT WORKS



Smart phone or tablet. Smart video.

DW Spectrum® Mobile for iOS® and Android® smartphones and tablets provides fast, dependable mobile access to any DW Spectrum® IPVMS system.



View, playback and capture still images from a surveillance system on your smart phone and tablet.

Connect. View. Search. Control.

DW Spectrum® Mobile - with a custom developed media player - is a low-latency, user-friendly mobile application for iOS and Android devices that allows users to connect to, view, search, and control IP cameras over wifi or data networks.

SUPPORTED OPERATING SYSTEM:



CONNECT	VIEW	SEARCH	CONTROL
 Wifi	 Live Video (adaptive)	 Keyword Search	 Fisheye Dewarping
 Data 4G/LTE	 Recorded Video (adaptive)	 Calendar Search	 Advanced PTZ / Standard PTZ
	 Layouts	 Flex Timeline	 2-Way Audio
	 Available Systems		 Soft Trigger



COMPATIBLE DEVICES

SMART PHONES:

64 Items (e.g. 64 live streams)

iOS 24 Items (e.g. 24 live streams)

SUPPORTED OPERATING SYSTEMS

ANDROID



Jelly Bean	4.1 - 4.3.1
Kit-Kat	4.4 - 4.4.4
Lollipop	5.0 - 5.1.1
Marshmallow	6.0 - 6.0.1
Nougat	7.0 - 7.1.2
Oreo	8.0

iOS



iOS 5	5-0 - 5.1.1
iOS 6	6.0 - 6.1.6
iOS 7	7.0 - 7.1.2
iOS 8	8.0 - 8.4.2
iOS 9	9.0 - 9.3.5
iOS 10	10.0 - 10.3.3
iOS 11	11.0



DW SPECTRUM MOBILE™



SUPPORTED MEDIA PLAYBACK

STREAMS

CODECS: H.265 H.264 HLS

FEATURES

REMOTE CONNECT: Login using local or DW Cloud™ credentials

LIVE THUMBNAILS: Thumbnails refresh in real time

KEYWORD SEARCH: Search for cameras or layouts by name

CALENDAR SEARCH: Search by date and time

ADVANCED PTZ: Point, pan, zoom, tilt controls, move to presets

FISHEYE DEWARPING: Dewarp fisheye images

ADAPTIVE SCALING: Hi / low resolution switching transcoding

LAYOUTS: View thumbnails of system layouts

QUICK SYSTEM SWITCH: Quickly switch between multiple DW Spectrum® IPVMS systems



Company Overview

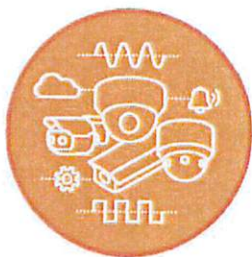
DW® empowers our customers as the industry-leading single source of value-driven complete solutions for all video surveillance applications.

History

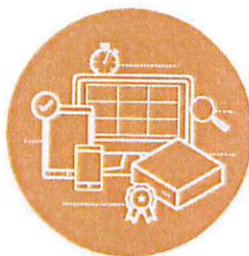
- Founded 1987
- Rapid expansion in the Americas and Asia-Pacific
- Protecting 60% of the Top 20 global brands
- 12 consecutive years of strong revenue growth
- Engineered in the USA and Korea
- Manufactured in USA, Korea and Vietnam



Why choose DW?



Innovation



Performance



Return on Investment



Support

Contact us:



California Office

16220 Bloomfield Avenue
Cerritos, California USA 90703
Hours: 8:00am - 5:00pm PST.



Florida Office

5436 West Crenshaw Street
Tampa, Florida USA 33634
Hours: 8:30am - 5:30pm EST.

Phone (Toll-Free).....1.866.446.3595
Fax.....1.813.888.9262
Customer Service (U.S)1.866.446.3595
Customer Service (International)1.813.888.9555
Customer Service (French)1.514.360.1309
Sales EmailSales@dwcc.tv
Tech Support EmailDW-Tech@dwcc.tv

☎ : 866.446.3595

✉ : sales@dwcc.tv

🌐 : www.digital-watchdog.com



1080p Surface Mount Outdoor Dome IP Camera DWC-MV72i28V



1080P
2.1MP 1080p Resolution at 30fps

DWC-MV72i28V

2.1

Megapixel



5 Superpixels



Smart ONV



Smart IR



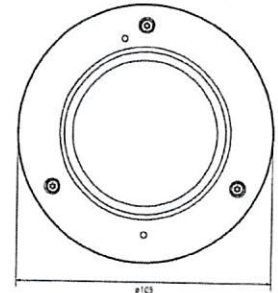
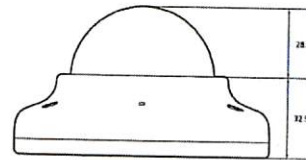
True Day/Night



PoE

5 Year Warranty

Dimensions (unit : mm [inch])



Summary

MEGAPIX® 2.1MP network cameras provide real time, 1080p High Definition video at 30fps. Advanced technologies include 5MP Smart IR™ and True Day/Night for clear images in challenging lighting conditions. A built-in Web-Server and user-friendly interface make these cameras easy to use. Power over Ethernet simplifies installation by providing both power and the network connection through a single cable. All cameras are ONVIF conformant, assuring their successful integration with other open platform video surveillance products. Housed in our attractive dome enclosure, these cameras provide the industry-leading benefits of MEGAPIX® technology at an affordable price.

Features

- 2.1 Megapixel Image Sensor (1080p, 30fps)
- Real-time 1080p 30fps High Definition
- Dual Codec (H.264 / MJPEG) with Simultaneous Streaming
- 2.8mm Fixed Lens
- Smart IR™ with Intelligent Camera Sync, 50m Range
- True Day/Night with Mechanical IR-Lens Filter
- Auto Gain Control (AGC)
- Back Light Compensation (BLC)
- Auto White Balance (AWB)
- Motion Detection
- Web Server Built-in
- PoE and DC 12V
- ONVIF Compliant Profile S
- Water Proof Cables
- IP67 Certified Weather Resistance

Accessories (Optional)



Video Cable
10m / 32.8ft
1080p / 30fps



DWC-MV72i28V
2.1MP / 1080p
30fps / 30fps

Specifications



IMAGE	
Image Sensor	1/2.7" 2.1M CMOS
Total Pixels	1930 x 1038
Minimum Scene Illumination	F2.0 (30IRE) 1.4 Lux (Color)
	F2.0 (30IRE) 0.20 Lux (B/W)
LENS	
Focal Length	2.8mm Lens, F2.0
Lens Type	Fixed Lens
IR Distance	50m Smart IR™
Angle of View	109°
OPERATIONAL	
Shutter Mode	Auto
Shutter Speed	1/30(25)sec ~ 1/10,000sec
White Balance	Auto Indoor/Auto Outdoor/Pres/Manual/Hold
Auto Gain Control	Max 64dB
Day and Night	Auto, Day, Night, Schedule
NETWORK	
LAN	802.3 Compliance 10/100 base T LAN
Video Compression Type	H.264, MJPEG
Resolution	1080p / D1 / VGA / CIF / QVGA
Frame Rate	1-30fps
Streaming Capability	Multi Streaming CBR/VBR (Controllable frame rate and Bandwidth)
IP	IPv4, IPv6
Protocol	ONVIF, TCP/IP, UDP/IP, RTP/UDP, RTSP/TCP, RTSP/UDP, HTTP, DNS, DDNS, DHCP
Maximum User Access	4 Users
ONVIF Conformance	ONVIF Profile S
Web Viewer	Browser: Internet Explorer, Google Chrome, Firefox OS: Windows 7
ENVIRONMENTAL	
Operating Temperature	-10°C ~ 50°C (14°F ~ 122°F)
Operating Humidity	Less than 90% (Non-Condensing)
IP Rating	IP67
Other Certifications	FCC, CE, RoHS
ELECTRICAL	
Power Requirements	DC 12V, POE IEEE 802.3af Class 2
Power Consumption	LED Off: 1.9W, 155mA
	LED On: 3W, 250mA
MECHANICAL	
Material	Aluminum Die-casting
Dimensions	41.3 x 2.38 in (105 x 60.7mm)
Weight	0.95lbs (350g)



866.446.3595



sales@dwcc.tv



www.digital-watchdog.com

DW DIGITAL WATCHDOG
Complete Surveillance Solutions

FOOD PROGRAM INFO

HOW CAN MY HELP END CHILD HUNGER?



- Utilize **USDA food reimbursement programs (CACFP/SSFP/SFSP)** to help provide reimbursable meals and snacks to youth in their afterschool and summer programs.
- Operate as the **USDA sponsor or partner with another organization** like a food bank or school to provide meals at no cost to the children.



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

NOURISHING THE DEVELOPMENT OF CHILDREN

Hunger



1 in 6
U.S. children
doesn't know where
their next meal will
come from.



= **A+**

**Kids who are hungry don't do
as well in school, can't focus
and are more likely to have
behavior problems.**

**LACK OF
ACCESS
TO MEALS
IN THE
SUMMER**

More than

22

million kids during
the school year



Only

3.8

million kids in
the summer

An estimated 12.7 percent of American households are food insecure – which means over 13 million children are living in food insecure households.

When school is out during the summer months, many of the children who receive free/reduced meals at school lose access.

(Source: U.S. Department of Agriculture)

**ALL CHILDREN
DESERVE THE
OPPORTUNITY
TO LEARN,
GROW &
THRIVE**

Our collaboration with the Walmart Foundation and hundreds of other partners helps us serve almost **22 million healthy meals** and snacks paired with enriching activities year-round to more than **570,000 kids** who typically participate in the National School Lunch Program.

22
MILLION
MEALS
YEARLY



570,000+

KIDS IN
2018



Other partners include:



Food
Banks



Housing
Authorities



Schools



Faith-Based
Institutions

FEEDING THE SPIRIT, MIND AND BODY

In addition to receiving nutritious meals and snacks, youth ages 18 and under are provided recreational and learning activities to support their holistic development.

5,000

SITES in
communities large & small



**LEARN
MORE**

ymca.net/summer-food-program

IT PAYS TO SERVE- FOOD PROGRAM REIMBURSEMENTS

MEALS	Rates per Meal (2017-2018)	
	SFSP	CACFP
Breakfast	\$2.19	\$1.75
Lunch/Dinner	\$3.8575	\$3.46*
Snack	\$0.91	\$0.88

*\$3.4625 (includes \$0.2325 cash in lieu of commodities reimbursement per child)

SUMMER MEALS	Number of Kids Served (over 40 day summer)		
	50	100	150
Breakfast +Lunch	\$12,095	\$24,190	\$36,285
Lunch + Snack	\$9,535	\$19,070	\$28,605

AFTERSCHOOL MEAL vs SNACK	CACFP Rate	Projected Yearly Income (180 day school yr.)		
		50 kids	100 kids	150 kids
Snack	\$0.88	\$7,920	\$15,840	\$23,760
Dinner	\$3.46*	\$31,162	\$62,325	\$93,487

Yearly Totals

(SFSP Breakfast+Lunch/ CACFP Dinner)

50 Kids =
\$43,257

100 Kids =
\$86,515

150 Kids =
\$129,772

Administrative Allowance:

\$5,884

\$11,918

\$17,652

Administrative Allowance represents USDA approved 10% of SFSP and 15% of CACFP reimbursement.

Week 1 and 3 menus for YMCA After school dinner program

Day 1

BBQ chicken drumsticks*
Green Beans*
Mac and cheese*
Whole grain rolls
Milk*
Blueberry*

Day 2

Country Style Ham*
Northern Beans*
Mash Potatoes*
White pepper gravy
Whole Grain Bread
Milk*
Oranges*

Day 3

Mexican Style chicken thighs*
Refried pinto beans*
Mexican Rice
Whole grain tortillas
Milk*
Mangos

Day 4

Roasted Chicken*
Diced potatoes*
Carrots
Whole grain rolls
Milk*
Applesauce cups

Day 5

Whole grain spaghetti
Ground beef
Marinara
Green beans*
Milk*
Grapes

Draft
Menus

Weeks 3 and 4 menus for YMCA After school dinner program

Day 1

Fettuccine alfredo

Chicken

peas

strawberries

milk*

Day 2

Whole grain chicken nuggets

Baked beans

Broccoli

Milk*

Apples

Day 3

Breakfast for dinner

Scrambled eggs

sausage

tater tots

whole grain toast

milk*

Mixed fruit cup

Day 4

Sliced roast beef sandwich

whole grain hoagie

sliced roast beef

cheddar cheese

lettuce

tomatoes

bag of chips

milk*

oranges*

Day 5

Chicken and waffles

Whole grain waffles pre made frozen

whole grain chicken strips

reduced sugar syrup

carrots

milk*

apple sauce

Draft
Menus

Title: _____

Date: _____

Agency Name: _____

Agency #: _____

County: _____

Phone: _____

This is the On-Site USDA Order Form of expected commodities. Due to delivery timing, we may or may not have these items at the time of allocation. Please fill out and email back to Ozarks Food Harvest. Remember to only order the number of cases of each item that you can use in a one month time period. You must return this form no later than _____ to receive your commodities in _____. If the order is not in by the due date, you will not receive your order. If you do not wish to receive these commodities this month, write NO ORDER on the form and return by email. Thanks for your help!

FREE FOOD AVAILABLE TO YMCA

# Cases Ordered	Product Description	Packaging	Cost
—	Beans Garbanzo Can	24/#300	
3	Beans Great Northern	12/2 lb.	
4	Beans Green Can	24/#300	
2	Chicken Drumsticks Frozen Package	8/5 lb.	
2	Chicken Thighs Frozen Package	8/5 lb.	
3	Chicken Whole Bagged Frozen Carton	36-43 lb.	
3	Tomato Diced Can	24/#300	
3	Beans Pinto Dry Package	12/2 lb.	
3	Blueberry Wild Frozen Container	8/3 lb.	
4	Macaroni & Cheese Package	24/7.25 oz.	
—	Beans Dark Red Kidney Can	24/#300	
—	Pork Can	24/24 oz.	
2	Pork Ham Water Added Sliced Frozen Package	20/2 lb.	
3	Potatoes Dehydrated Flakes Package	12/1 lb.	

16

28	Milk Fresh Gallon Container (Note: 4 GALLONS to 1 crate)	4/128 fl.oz.	
Dry			
Refrigerated			
Frozen			

If your request exceeds the total amount allocated to the county, you will not receive the entire amount. If there are more than one on-site agencies in your county, the county allocation will be divided between all congregate agencies and pantries. Please call if you have any questions.

Please note: **ALL MONTHLY REPORT CARDS MUST BE UP-TO-DATE TO PROCESS ORDER!**



Member Services Department

Ozarks Food Harvest

O'Reilly Center for Hunger Relief

P.O. Box 5746 | 2810 N. Cedarbrook Ave.
Springfield, MO 65801

Direct: 417.380.5007
T: 417.865.3411 ext. 116
F: 417.865.0504

memberservices@ozarksfoodharvest.org

-
Transform Hunger into Hope at
ozarksfoodharvest.org



Jonathan Roberts <jhroberts2@gmail.com>

Fwd: Carthage Question

Stephanie Smith <stephanie@moymca.org>
To: Jonathan Roberts <jhroberts2@gmail.com>

Mon, Mar 4, 2019 at 1:46 PM

Please see below. Jon Barry is great at putting numbers to the need.

Stephanie Smith
Director of Mission Initiatives
YMCA of the USA Regional Food Program Facilitator
MISSOURI STATE ALLIANCE OF YMCAS
(P) 417.860.6506
(E) stephanie@moymca.org (W) missouriymcas.org
(O) @steph_deansmith



OUR STRENGTH IS IN COMMUNITY
Missouri State Alliance of YMCAs

The Y: We're for youth development, healthy living and social responsibility.

----- Forwarded message -----

From: **Jonathan Barry** <jonathan.barry@mofact.org>
Date: Mon, Mar 4, 2019 at 12:56 PM
Subject: Re: Carthage Question
To: Stephanie Smith <stephanie@moymca.org>

Sure thing!

Carthage School District: 5,117 students, 3,248 Free and reduced enrollment. (64%)

In SY17-18, the only sponsor/site in Carthage was Steadly Elementary which served approximately 46 snacks (2-components) per day. To meet the NKH target for Carthage school district (20% of FR lunch participants receiving an afterschool meal/super snack) sponsors would need to serve 476 meals/super snacks (5 components). This would mean approximately 87,584 per year (approximately 184 school days in this case) which would result in reimbursement revenue of \$310,485. Given that the only site serving in SY17-18 was capturing approximately 10% of the NKH target (only 1% of the total FR enrollment), there is a significant need for CACFP expansion in the Carthage community.

There were no SFSP sites in Carthage in 2018. Given the FR enrollment of the school and our target of 30% of FR lunch participants receiving 2 meals a day over a 50 day summer period, sponsors in Carthage could need to serve approximately 71,430 meals and snacks in the summer of 2019 or about 714 kids per day. This would result in reimbursement revenue ranging from \$132,859 - \$560,368 (based on 2018 reimbursement rates), depending on the service models implemented. As you can see from the attached map, all of the city of Carthage is eligible to host an SFSP site.

I hope this helps. Let me know if you need anything else.

JB

Jon Barry*Program Director, No Kid Hungry Missouri*

Missouri Family & Community Trust (MOFACT)

Facebook: @NokidHungryMissouri**Twitter:** @NoKidHungryMO, #NoKidHungryMO

MISSOURI

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On Mon, Mar 4, 2019 at 11:51 AM Stephanie Smith <stephanie@moymca.org> wrote:

Hi Jon,

I have a CEO in Fair Acres (Carthage) that is trying to make a case for opening a new summer and afterschool feeding site in the community. Could you help me with some statistics around the need and how many kids are not being reached?

Thanks for your help,

Stephanie Smith**Director of Mission Initiatives****YMCA of the USA Regional Food Program Facilitator**

MISSOURI STATE ALLIANCE OF YMCAS

(P) 417.860.6506

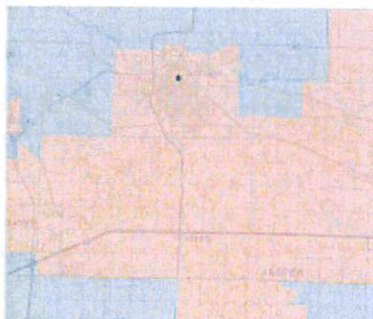
(E) stephanie@moymca.org (W) missouriymcas.org

(O) @steph_deansmith

**OUR STRENGTH IS IN COMMUNITY**

Missouri State Alliance of YMCAs

The Y: We're for youth development, healthy living and social responsibility.



carthage sfsp eligibility.png
210K



Food Components

This section includes additional information about the meal pattern requirements in the SFSP. Sponsors will find information on the required food components, including examples of food items within each component and guidance on acceptable types and quantities of food items that may be used to meet meal pattern requirements.

For nutrition information and tips on creating well-balanced meals, see *Making the Most of Summer Meals* in this Guidance.



MILK

Allowable food items:

- Pasteurized, unflavored or flavored whole milk, reduced-fat milk, low-fat milk, fat-free milk, buttermilk, lactose-reduced milk, or acidophilus milk.
- See *Substitutions and Exceptions* in this Guide for information on milk substitutes.

Guidelines:

- At breakfast or snack, milk can be served as a beverage or on cereal, or a combination of both.
- At lunch or supper, milk must be served as a beverage.
- In Alaska, Hawaii, American Samoa, Guam, Puerto Rico, the Trust Territory of the Pacific Islands, the Northern Mariana Islands, and the Virgin Islands of the United States, if a sufficient supply of such types of fluid milk cannot be obtained, reconstituted or recombined milk may be used. All milk should contain Vitamins A and D at the levels specified by the Food and Drug Administration and at levels consistent with State and local standards for such milk.

SUMMER FOOD SERVICE PROGRAM MEAL PATTERNS

FOOD COMPONENTS AND FOOD ITEMS	BREAKFAST Serve all three	LUNCH OR SUPPER Serve all four	SNACK Serve two of the four
Milk	REQUIRED	REQUIRED	
Fluid milk (whole, low-fat, or fat-free)	1 cup ¹ (½ pint, 8 fluid ounces) ²	1 cup (½ pint, 8 fluid ounces) ³	1 cup (½ pint, 8 fluid ounces) ²
Vegetables and Fruits – Equivalent quantity of any combination of...	REQUIRED	REQUIRED	
Vegetable or fruit or	½ cup	½ cup total ⁴	½ cup
Full-strength vegetable or fruit juice	½ cup (4 fluid ounces)		½ cup (6 fluid ounces) ⁵
Grains/Breads⁶ – Equivalent quantity of any combination of...	REQUIRED	REQUIRED	
Bread or	1 slice	1 slice	1 slice
Cornbread, biscuits, rolls, muffins, etc. or	1 serving ⁷	1 serving ⁷	1 serving ⁷
Cold dry cereal or	½ cup or 1 ounce ⁸		½ cup or 1 ounce ⁸
Cooked cereal or cereal grains or	½ cup	½ cup	½ cup
Cooked pasta or noodle products	½ cup	½ cup	½ cup
Meat/Meat Alternates Equivalent quantity of any combination of...	OPTIONAL	REQUIRED	
Lean meat or poultry or fish or	1 ounce	2 ounces	1 ounce
Alternate protein products ⁹ or	1 ounce	2 ounces	1 ounce
Cheese or	1 ounce	2 ounces	1 ounce
Egg (large) or	½	1	½
Cooked dry beans or peas or	½ cup	½ cup ¹	½ cup ¹
Peanut or other nut or seed butters or	2 tablespoons	4 tablespoons	2 tablespoons
Nuts or seeds¹⁰ or		1 ounce=50% ¹¹	1 ounce
Yogurt¹²	4 ounces or ½ cup	8 ounces or 1 cup	4 ounces or ½ cup

1 For the purposes of the requirement outlined in this table, a cup means a standard measuring cup

2 Served as a beverage or on cereal or used in part for each purpose

3 Served as a beverage

4 Serve two or more kinds of vegetable or fruits or a combination of both.

Full strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement

5 Juice may not be served when milk is served as the only other component

6 Bread, pasta or noodle products, and cereal grains (such as rice, bulgur, or corn grits) shall be whole-grain or enriched. Cornbread, biscuits, rolls, muffins, etc. shall be made with whole-grain or enriched meal or flour. Cereal shall be whole-grain, enriched, or fortified

7 Serving sizes and equivalents will be in guidance materials to be distributed by FNS to State agencies

8 Either volume (cup) or weight (ounces), whichever is less

9 Must meet the requirements of 7 CFR 225 Appendix A

10 Tree nuts and seeds that may be used as meat alternate are listed in program guidance

11 No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. For purposes of determining combinations, one ounce of nuts or seeds is equal to one ounce of cooked lean meat, poultry or fish

12 Plain or flavored, unsweetened or sweetened



VEGETABLE AND FRUITS

Allowable food items:

Vegetables from all the vegetable subgroups:

- Dark green: bok choy, broccoli, collard greens, dark-green leafy lettuce, kale, spinach
- Red and orange: carrots, pumpkin, red peppers, butternut squash, sweet potatoes, tomatoes
- Starchy: corn, green peas, potatoes
- Dry beans and peas: black beans, black-eyed peas, chickpeas, kidney beans, lentils
- Other: green beans, artichokes, avocados, cabbage, cauliflower, celery, cucumbers
- Full strength (100%) vegetable juice

Fruits, such as:

- Apples, bananas, blackberries, cantaloupe, grapes, kiwi, mangoes, oranges, pears, pineapple, plums, raspberries, strawberries, watermelon
- Full strength (100%) fruit juice

Guidelines:

- At breakfast, a serving of fruit, vegetable, or full-strength (100%) juice, or an equivalent quantity in any combination, is required.
- For lunch or supper, serve two or more kinds of vegetables and/or fruits. Up to one-half of the vegetable/fruit requirement may be met with full-strength (100%) juice.
- Cooked vegetables means a serving of drained cooked vegetables.
- Cooked or canned fruit means a serving of fruit including the juice the fruit is packed in.
- Thawed frozen fruit includes fruit and the thawed juice;
- Dry beans and peas cannot be credited as both a vegetable and meat/meat alternate within the same meal.
- Dried fruits, such as dried apricots, raisins, and prunes, may be used to meet requirements. Dried fruit is credited based on volume served ($\frac{1}{4}$ cup dried fruit = $\frac{1}{4}$ cup fruit).
- Fruit sold within commercially prepared yogurt, whether blended, mixed, or on top, cannot be credited toward the fruit requirement. Extra fruit provided as a separate component can be credited.
- Small amounts of onions, pickles, relish, ketchup, jams or jellies, or other condiments may be added as additional foods for flavor or garnish. However, these do not count towards the fruit and vegetable requirement.
- Serve a variety of fruit or vegetables. Serving two forms of the same fruit or vegetable in the same meal (for example: an orange and orange juice, or an apple and applesauce) is not allowable. The two vegetables and/or fruit served at lunch and supper meals must be different from each other.

Juice:

- Full-strength (100%) fruit or vegetable juice may not be served as part of a reimbursable snack if milk is the only other component served.
- Juice or syrup from canned fruit does not count as fruit juice.



GRAINS

Allowable food items:

Whole grains, such as:

- Whole-grain or whole-wheat bagels, breads, cereal (ready-to-eat), crackers, pita bread, rolls, noodles or pasta;
- Whole-corn tortillas;
- Brown rice, buckwheat, oatmeal, quinoa.

Enriched grains, such as:

- Bagels, cereal (ready-to-eat), cornbread, muffins, crackers, tortillas, noodles or pasta, pita bread, rolls, white bread;
- Enriched rice;
- Enriched or fortified cereal.

Guidelines:

- Grains and breads must be whole-grain or enriched, or made from whole-grain or enriched flour or meal; ready-to-eat cereals must be whole-grain, enriched, or fortified.
- Enriched macaroni products fortified with protein may count towards either the grains component or the meat/meat alternate component, but not as both in the same meal.
- Piecrust used as part of the main dish (i.e., for meat turnovers or meat pies) is allowed as a grain item.
- Non-sweet snack foods such as hard pretzels, hard bread sticks, and chips made from whole-grain or enriched meal or flour can be used to meet the grain requirement.
- Choose whole grains and whole-grain products when possible to provide additional vitamins, minerals, and fiber; see How to Build a Healthy Plate in this guide for more information on identifying and serving healthy whole-grain products.



MEAT AND MEAT ALTERNATES

Allowable food items:

Meat, fish, poultry, and eggs such as:

- Beef, chicken, fish, ham, pork, turkey, eggs

Cheese, such as:

- American, cheddar, cottage, mozzarella, Parmesan, ricotta, Swiss

Beans and peas, such as:

- Black beans, black-eyed peas, chickpeas, kidney beans, lentils, pinto beans, refried beans, fresh soybeans (edamame).

Nuts and seeds, such as:

- Almonds, cashews, hazelnuts, peanuts, pecans, pumpkin seeds, sesame seeds, sunflower seeds, walnuts, soy nuts;
- Nut /seed butters: almond, peanut, sunflower, soy nut butter, etc.

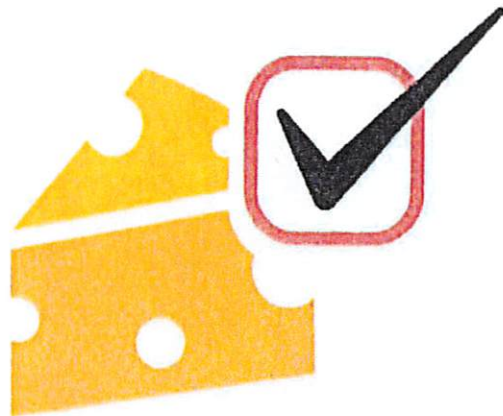
Yogurt:

- Commercially produced yogurt:
- Plain or flavored
- Unsweetened or sweetened
- Whole-fat, low-fat, or fat-free

Alternate protein product (APP):

Mixed or made into food items, such as:

- Burger patties
- Meat loaf
- Tuna salad
- Chicken nuggets
- Pizza toppings

**Guidelines:**

- Meat or meat alternates must be served at lunch and supper.
- Meat or meat alternates may be served as part of a snack or as an additional item at breakfast.
- Dry beans and peas cannot be credited as both a vegetable and meat/meat alternate within the same meal.
- Meats/meat alternates with APPs should be accompanied by a CN label or have a Product Formulation Statement. Prior to being added to other products, APPs must meet the specific standards. Before using products containing APP and claiming the meals for reimbursement, contact your State agency or your sponsoring organization.

Nuts and seeds

- Nuts and seeds may fulfill the entire meat/meat alternate requirement for snack, and up to half of the required meat/meat alternate requirement for lunch or supper.
- When combining nuts and seeds with another meat/meat alternate to fulfill the lunch or supper requirement, 1 oz. of nuts or seeds is equal to 1 oz. of cooked lean meat, poultry, or fish.
- Children under 4 years old are at the highest risk of choking; nuts and seeds should only be served to young children ground or finely chopped in a prepared food, and nut/seed butters should be spread thinly on bread or crackers.

Yogurt

- For snack, 4 oz. or $\frac{1}{2}$ cup of plain, sweetened, or flavored yogurt may credit as 1 oz. of meat/meat alternate.
- For lunch and supper, 8 oz. or 1 cup of plain, sweetened, or flavored yogurt may credit as 2 oz. of meat/meat alternate.
- Homemade yogurt, frozen yogurt (similar to ice cream), or other yogurt-flavored products (e.g. yogurt bars, yogurt-covered fruit or nuts, etc.) are not creditable.

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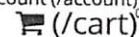
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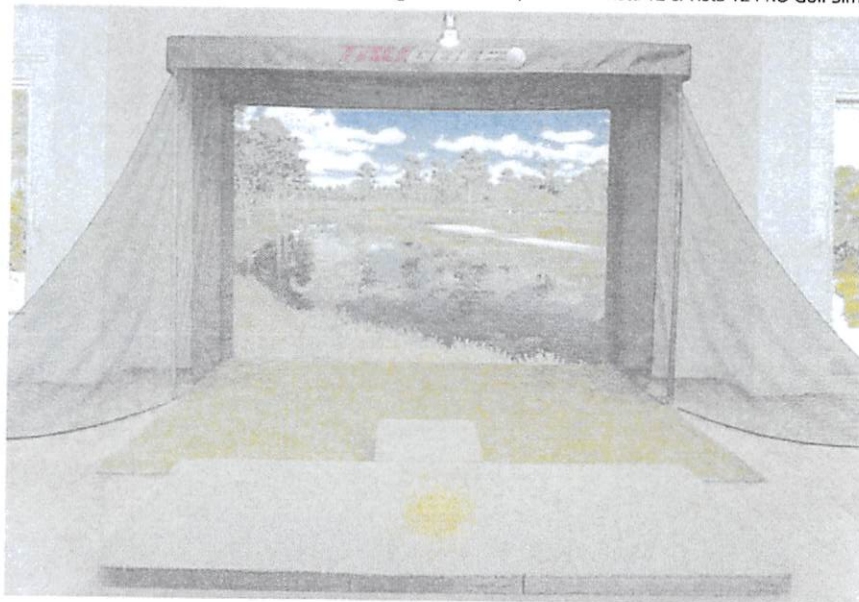
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Vista 12 BASE package comes with TruGolf Level 1 Computer (Intel Core i3 3.9Ghz, 8GB RAM, 500 GB Solid State Drive, NVIDIA GTX 1050, E6 CONNECT Pre-Installed), HD 720p Projector, 21" Touch Screen Monitor, Premium Fairway, and a Basic 1-year E6 Connect Subscription which includes 27 golf courses (\$300/year after the first year to renew your subscription).

TruGolf Vista 12 PRO is the only Vista Unit that features HD 1080p Projector and an Expanded 2-year subscription to E6 Connect which includes a lot of additional golf courses on top of the 27 golf courses which come with the Basic subscription (\$600/year after 2 years to renew your expanded subscription). The PRO model includes additional accessories such as Portable Bluetooth Audio Speaker, Side Nets, Component Rack, and a Frame Storage Duffel. The light-weight aluminum frame is easily set up and taken down with no tools required for installation for unprecedented portability.

Software:

The Vista Series Golf Simulator is sold with cutting-edge hardware and software for a complete golf simulation experience tee-to-green. This unit is sold standard with software for: Course Play, Club Fitting, and Practice Suite that includes Driving Range, Pitching, Chipping and Putting Range.

TruGolf's proprietary tracking system was developed with a simple, but fundamental rule: every shot counts. That is why engineers have designed, re-designed and refined TruGolf's tracking system to capture data at the point of impact. This innovation makes it possible to read the most delicate chips, flops, and shortest putts, giving users a holistic golf experience and, most importantly, helping them to lower their score.

Statistics:

TruGolf technology provides in-depth feedback, including: Club Path, Club Face, Ball Speed, Launch Angle, Club Head Speed, and more. TruGolf's measuring technology enables accurate simulation of ball carry, landing, roll, and interaction with course. The user can adjust the time of the day, weather conditions, course conditions and more to create the most realistic golf simulation experience.

Hardware:

TruGolf designs and manufactures their hardware and software in-house the result is more responsive customer service, unmatched quality, and superior value for our customer. Any TruGolf Vista Unit is a turnkey system, providing everything that the simulator needs to operate.

Vista 12 and Vista 12 PRO Golf Simulators feature revolutionary new tension system, resulting in an impact screen that is held firmly in place for a clear, crisp image. The impact screen is made of 100% polyester material. The matte-box design blocks ambient light and gives the Vista Series the same image quality as high-end golf simulation units, but for a much lower price.

Bring the excitement of the golf course indoors with this innovative technologically advanced golf simulator available to you today. Whether you're a professional seeking an amazing practice equipment for your home, a golf club owner looking to make extra money off-season, or a golf enthusiast, who would love to share the game of golf with your family or teach your kids how to play your favorite sport, TruGolf Vista Series golf simulator is for you.

Compare Trugolf Vista 12 Base and Pro Models:

TruGolf Vista 12 BASE - \$18,995



Footprint: 12'W x 14.9'D x 8.8'H
Required Space: 15'W x 20'D x 10'H

- ✓ E6 Connect Subscription – Basic (1) Year
- ✓ Projector – HD 720p
- ✓ Tracking - TruTrack2
- ✓ Computer - TruGolf (Level 1)
- ✓ Monitor – 21" Touch Screen
- ✓ Turf - Premium Fairway
- ✓ Warranty - 1 Year Limited Warranty

TruGolf Vista 12 PRO - \$22,995

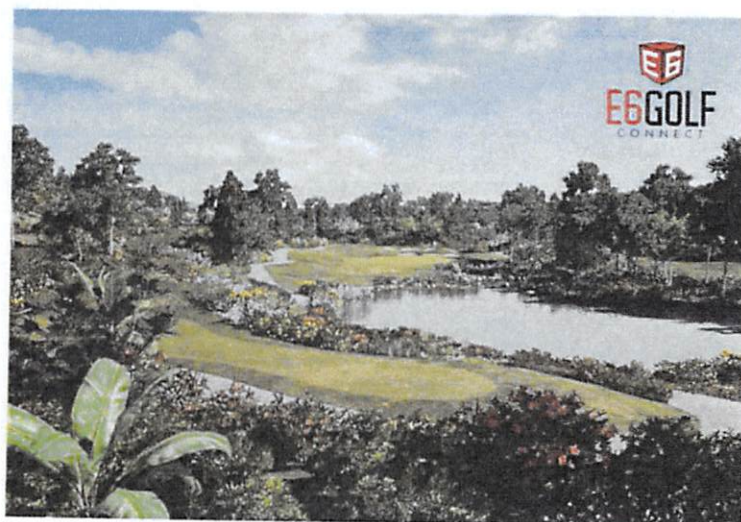


Footprint: 12'W x 14.9'D x 8.8'H
Required Space: 15'W x 20'D x 10'H

- ✓ E6 Connect Subscription – Expanded (2) Year
- ✓ Projector – HD 1080p
- ✓ Tracking - TruTrack2
- ✓ Computer - TruGolf (Level 2)
- ✓ Monitor – 21" Touch Screen
- ✓ Turf - Premium Fairway
- ✓ Warranty 1 Year Limited Warranty

Added Accessories:

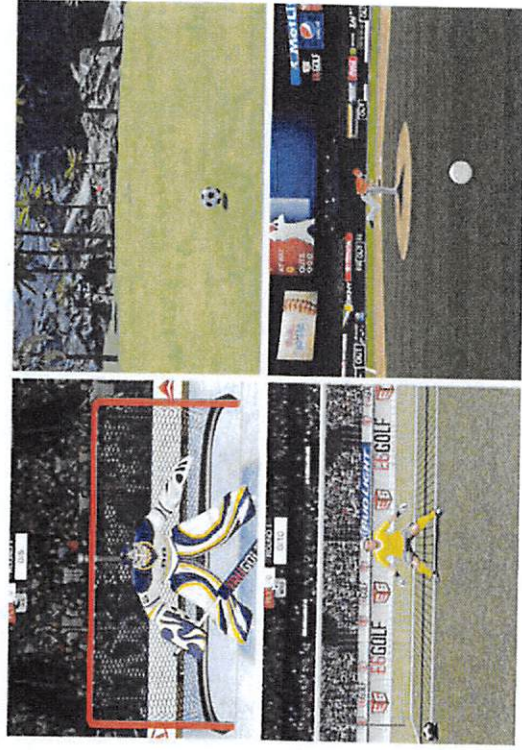
- ✓ Audio – Portable Speaker
- ✓ Side Nets
- ✓ Component Rack
- ✓ Frame Storage Duffel



- ✓ Hokulia
- ✓ Kuniticka Hora
- ✓ Latrobe
- ✓ Loch Lomond
- ✓ Oslo Golfklubb
- ✓ Troon North Golf Club
- ✓ Wade Hampton
- ✓ Whistler
- ✓ Wolf Peak – Par 3 Mountain

TruGolf Vista 12 Pro's 2-year Expanded E-6 Connect Subscription includes the following additional courses and new courses are added all the time:

- ✓ Bay Hill
- ✓ Bandon Dunes
- ✓ Bethpage Black State Park
- ✓ Bryan Bros Skill Shot Challenge
- ✓ Cambrian Ridge
- ✓ Castle Pines Golf Club
- ✓ Cog Hill
- ✓ Covered Bridge Golf Club
- ✓ Firestone Country Club
- ✓ Frankfurter Golf Club
- ✓ The Gallery Golf Club
- ✓ Golf Club of Houston
- ✓ Harbour Town Golf Links
- ✓ Innisbrook – Copperhead
- ✓ Junior Challenge Course
- ✓ Kiawah Island – Ocean Course
- ✓ Kuala Lumpur West
- ✓ Le Sorcier Golf Club
- ✓ Le Grand George
- ✓ Oakmont Country Club
- ✓ Pacific Dunes
- ✓ Paradise Palms
- ✓ PGA National Championship Course
- ✓ Pinehurst No 2
- ✓ Prairie Dunes Country Club
- ✓ Royal Melbourne
- ✓ Royal Troon
- ✓ Sand Ridge Golf Club
- ✓ Scottsdale North
- ✓ Sea Island
- ✓ Superstition Mountain
- ✓ Torrey Pines
- ✓ Valderrama



TruGolf Multisport Simulator Add-On

Golf isn't the only thing you can play on the TruGolf Vista simulators. When you add the TruGolf Multisport Simulator onto your existing TruGolf System, you, your friends, your co-workers, and the entire family can enjoy other Virtual Sports from the comfort of your own home or office.

- ✔ **Rally Baseball:** This game takes the Home Run Derby style of play and adds exciting levels of strategy, unique scoring and a variety of bonuses. Experience innovative features like Voice-Activated Pitching and a Swing-Timing Power Boost.
- ✔ **Slap Shot Hockey:** Users have the chance to experience the game of hockey with 3 Unique Modes of Play, including Target Shooting, Shoot Out, and Long Shot.
- ✔ **Foot Golf:** Users can choose from 4 Courses and add a Boost to increase distance for younger foot-golfers. For anyone looking to add excitement to their round, users can activate Demolition Mode where moving targets explode on impact.
- ✔ **Breakaway Soccer:** Users have the choice of 3 Modes of Play, including Penalty Kick, Target Practice, and Passing. Adjust the difficulty level to make it fun and competitive for everyone.

Learn more about TruGolf Multisport Simulator Add-On »
<https://topshelfgolf.com/collections/trugolf-vista-series-indoor-golf-simulator-packages/products/trugolf-multisport-simulator-add-on>

 [TruGolf Vista 10 & 12 Series Golf Simulator Installation Guide >>](https://cdn.shopify.com/s/files/1/0041/6386/2626/files/Top_Shelf_Golf_Trugolf_Vista_10_and_12_Installation_Guide.pdf?5980705461731920376)
https://cdn.shopify.com/s/files/1/0041/6386/2626/files/Top_Shelf_Golf_Trugolf_Vista_10_and_12_Installation_Guide.pdf?5980705461731920376

Compare all TruGolf Vista Series Golf Simulator Packages >> (<https://topshelfgolf.com/collections/trugolf-vista-series-indoor-golf-simulator-packages>)

★★★★★ 2 Reviews

Henry ✓

★★★★★

Absolutely fantastic! Words can't describe how amazing this golf simulator is. Yes, it is a significant investment, but if you play professionally or just can't live without golf, like me, look no further! The software is extremely accurate and provides me with

incredibly detailed analysis. I can spend all day playing. Wanted to buy 8, ended up buying 12. We are authorized dealers for all of them and provide the whole package products. We are authorized dealers for all of them and provide the whole package products. We are authorized dealers for all of them and provide the whole package products.

TruGolf Vista 12 Golf Simulator w/ E6 Connect

Peter ✓

★★★★★

Super easy setup. I love that projector is hiding in a special compartment that is located on the floor. I don't have to attach anything to the ceiling or the walls. I can easily put together and deconstruct the whole thing in minutes when I need space for

just fantastic. I'm teaching my son

TruGolf Vista 12 Golf Simulator w/ E6 Connect

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We transmit website data over an encrypted SSL connection to ensure that your credit card information is 100% protected.



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TruGolf Vista 12 Golf Simulator w/ E6 Connect

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1 (888) 871-6110 (tel:1 (888) 871-6110)

Mon-Fri 9AM-5PM EST

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MINUTES
STANDING
COMMITTEES

BUDGET WAYS & MEANS COMMITTEE
WEDNESDAY, MAY 13, 2019 5:30 P.M.
CITY HALL COUNCIL CHAMBERS

MEMBERS PRESENT: Alan Snow, Juan Topete, Darren Collier and Ray West

OTHERS PRESENT: Mayor Dan Rife, City Administrator Tom Short, City Clerk Traci Cox, Fire Chief Roger Williams, Council Member Ceri Otero and citizen Abi Almandinger.

Mr. Snow called the meeting to order at 5:30 P.M.

***NOTE:** All areas *"italic"* below were submitted to the Committee in a pre-meeting memo by Mr. Short.

OLD BUSINESS:

Approval of minutes from previous meeting: Mr. Topete made a motion to approve the minutes for the May 8 Budget Hearings. Motion carried 4-0.

NEW BUSINESS:

1. **Consider and discuss Ordinance adopting the 2020 Annual Operating and Capital Budget for the City of Carthage.**

"Included is the CB (with summaries) adopting the fiscal 2020 budget. The Committee discussed the changes to the draft budget at the last meeting which are included in the final budget. This CB will be placed on the June 11, 2019 Council meeting for first reading."

Mr. Short stated this was a formal action for adopting the budget. Staff is in the process of updating the draft budget items to be brought to the council on June 11. Mr. Collier moved to send the Council Bill adopting the 2020 Annual Operating and Capital Budget to council. Motion carried.

2. **Consider and discuss agreement with Convention & Visitors in conjunction with adoption of Fiscal 2020 budget.**

"Included is the Agreement with the CVB for fiscal 2020. This is the same Agreement as in the past with only the amount changed (\$102,000) as discussed at the Budget Hearings, and will be presented to the CVB Board for approval. This CB will be placed on the June 11, 2019 Council meeting for first reading."

Mr. Short sent the draft contract to Nikki Cloud to obtain CVB Board approval. The Wayfinding Sign Program has been removed from the contract for the next fiscal year. Mr. Collier moved to forward the CVB contract to council for approval, Motion carried.

3. **Consider and discuss agreement with Over 60 Center in conjunction with adoption of Fiscal 2020 budget.**

"Included is the Agreement with the Over 60 Center for fiscal 2020. This is the same Agreement as in the past with the amount (\$21,000) the same as last year, and as discussed at the Budget Hearings. The Over 60 Center has already signed the Agreement. This CB will be placed on the June 11, 2019 Council meeting for first reading."

Mr. Collier moved to send the agreement with the Over 60 Center to council for approval. Motion carried. Mr. Collier inquired about having a liaison to the Over 60 Center. Mr. West volunteered to serve as liaison should Mayor Rife decide to create the appointment.

4. **Consider and discuss agreement with Humane Society in conjunction with adoption of Fiscal 2020 budget.**

"Included is an "example" Agreement with the Humane Society for fiscal 2020. This is the same Agreement that the Humane Society proposed at the Budget Hearings. However, The Public Safety Committee will be discussing the TNR program which may impact the Agreement and possibly change it. Until that issue is resolved, an Agreement will be developed based in part on that issue. The Budget Committee will have another meeting (June 10, 2019) in which to forward a final recommendation to the Council. This CB will be placed on the June 11, 2019 Council meeting for first reading."

The agreement in the packet was submitted by Deborah Bell, previous Director for the Humane Society. This contract may need to be changed based on discussions to be held at the May 20 Public Safety Committee meeting regarding the feral cat ordinance. Mr. Collier moved to send the agreement with the Carthage Humane Society to council for approval. Motion carried.

5. **Consider and discuss agreement with Chamber of Commerce in conjunction with adoption of Fiscal 2020 budget.**

"Included is the draft Agreement with the CVB for fiscal 2020. This Agreement incorporated as in the past with only the amount changed as discussed at the Budget Hearings, and will be presented to the CVB Board for approval. This CB will be placed on the June 11, 2019 Council meeting for first reading. Apparently, the Chamber Board does not meet until Thursday May 16th. There has been discussion with Mark Elliff on this with the Board Chair and Past Chair and there are concerns regarding the agreement. He will bring this to the Chamber Board on the 16th. Generally, the Exhibit 'A' items are what was added to the Agreement."

The contract will be reviewed by the Chamber of Commerce Board on May 16. The contract does include a new vision for the Chamber of Commerce to align visions between the City, CWEP and the Chamber. Exhibit A was added. Mr. West moved to send the Chamber of Commerce contract to council for approval. Motion carried.

6. **Consider and discuss ordinance adjusting electric, water and waste water utility rates.**

"Included are the new rate sheets from CWEP's rate book for rates for the fiscal year starting July 1, 2019. These were discussed by the Committee with the General Manager and Board members from CWEP at the Budget Hearing. These reflect the changes of the three year rate adjustment plan. This CB will also be placed on the June 11, 2019 Council meeting for first reading."

Mr. Short presented an Ordinance that would approve the entire rate structure for CWEP. The Purchased Power Adjustment is included in the rate change. Mr. Topete moved to forward the ordinance adjusting water, wastewater and electric utility rates for CWEP to council. Motion carried.

7. **Consider and discuss Resolution releasing assigned Golf Course fund balance.**

"This CB will be placed on the June 11, 2019 Council meeting for first reading."

Mr. Short recommended releasing the assigned fund balance into the operations of the golf course. Mr. Collier moved to send a Resolution to council to release the assigned golf course fund balance. Motion carried.

8. **Staff Reports.**

*"The **monthly Sales Tax report** for the month of May was discussed at the last Committee meeting, with the 1% portion slightly up from last fiscal year. Also included is the **April Summary Budget Report**. This report shows the revenues and expenditures for all funds for which appropriations are made. April reflects the 83.33% level of the budget year. At this point, fund budgets appear to be in line with what was originally adopted. A couple of funds are over the 83% mark for expenditures, and we'll report on these at the meeting. Within the General Fund, departments are under the 83% mark. The Golf Course's expenditure budget is within parameters, but its revenues are still short. It is still being monitored to control as much as it can. As a result of some of the above, there may be a need for a final budget adjustment for the June Committee meeting."*

Mr. Short reviewed the Summary Budget Report noting areas that are currently over budget are due to annual transfers being made. Mr. Short discussed the Landfill Closure Fund and recommended that it remain intact due to an ongoing liability outlined by MoDNR.

9. **Other Business.** None at this time.

ADJOURNMENT: The meeting adjourned at 6:07 P.M. on motion by Mr. Collier.

Respectfully submitted,
Traci Cox

**COMMITTEE ON INSURANCE/AUDIT AND CLAIMS
TUESDAY, MAY 14, 2019
CITY HALL CONFERENCE ROOM**

COMMITTEE MEMBERS PRESENT: Ceri Otero, David Armstrong, and Ed Barlow. Kirby Newport was absent.

OTHER COUNCIL MEMBERS:

OTHERS PRESENT: City Administrator Tom Short, City Clerk Traci Cox, Police Chief Greg Dagnan, Public Works Director Zeb Carney, and Golf Pro Mark Peterson.

Chairperson Ceri Otero called the meeting to order at 5:00 P.M.

OLD BUSINESS:

Approval of minutes from previous meeting: On a motion by Mr. Armstrong, the minutes of the April 23, 2019 meeting were approved 3-0.

Review and approval of the Claims Report: The Committee discussed items regarding the Claims Report before it was approved 3-0 on a motion by Mr. Armstrong.

NEW BUSINESS:

1. **Consider and discuss contract with Simmons Bank.** Mr. Armstrong moved to send the contract with Simmons Bank for banking services to council for approval. Motion carried.
2. **Staff Reports:** Mr. Carney reported on the contract with MNA for crossing repairs on Chestnut between Case and Orner Streets and Resolution 1869 declaring used culverts as surplus property. Mr. Short reported on the recent workers compensation audit and the council orientation scheduled for May 16 at 5:30 p.m.

Mr. Newport entered the meeting at 5:26 p.m.

Ms. Cox reported on upcoming renewals for the City's long term disability plan.

3. **Committee Member Reports:** Mr. Armstrong discussed the request he and Mr. Newport had regarding the Offer Letter for hiring of Parks & Recreation Director Mark Peterson be brought to the Committee for review. The Offer Letter was included in the council packet for council review prior to the meeting.

ADJOURNMENT: Mr. Newport made a motion to adjourn at 5:30 PM. Motion carried 4-0.

Traci Cox
City Clerk

City of Carthage



Public Safety Committee – Minutes

Meeting Date: May 20, 2019

Meeting Location: City Hall

Call to Order: Councilman Harrison

Time Called to Order: 5:30pm

Attendance:

Chairman Harrison
Councilman Collier
Councilman West
Councilman Newport

Mayor Rife
Administrator Short
Chief Dagnan
Chief Williams

Citizen/Other: Morgan Housh, David Thorn, Linda Pugh, Allan Snow, Juan Topete, Ceri Otero, Sarah Manzer, Mike Daughtery, Abi Almandinger

OLD BUSINESS

Councilman Snow made the motion to accept the minutes from the previous meeting as written. Motion passed.

CITIZEN PARTICIPATION

1. Due to the weather Terri Hill left the meeting. Councilman Harrison spoke with Terri before she left. Abi Almandinger spoke with the committee shortly about the feral cats and the committee discussed how the feral cat ordinance was going to be repealed. The second reading will be next Tuesday at the Council meeting. No actions were taken place at this meeting.
2. Juan Topete discussed the Conservation Department Kids Fishing Day to be held on Saturday June 8, 2019 at Kellogg lake from 8:00am to 12:00 noon. This event will be held the same as in the years past. He is requesting the same road closures. Councilman Collier made a motion to proceed with Kids Fishing Day as in previous years. Motion was passed.
3. David Thorn discussed the 20th Annual British Car Show. The car show will be held the same as it has been in the past years. This year the event will take place on Saturday June 8, 2019. The Square will be closed from 5:00am to 3:00pm with the cars parking backwards into the parking spots. Councilman Snow made a motion to move to full council and approve for the closure of the square and backwards parking for the 20th Annual British car show on June 8th as in years past. Motion was passed.
4. Linda Pugh and the First Baptist Church is requesting street closures for the block of Sycamore between Garrison and McGregor (between the Fire Department and First Baptist Church) for Vacation Bible School Community Block Party from 12:00 noon to 10:00pm on June 7, 2019. Same as years past. Councilman Newport made a motion to close and vacate the block of Sycamore Street between Garrison and McGregor from noon to 10:00pm on June 7th for the block party. Motion was passed.
5. Sarah Mazer is requesting the inside of the Square be closed on Friday June 21, 2019 from 4:30pm to 9:00pm for a Farmers & Artisan Market. She discussed with the committee how she would like to make this a monthly event if possible. Councilman Snow made a motion to close the inside of the Square on June 21st from 4:30pm to 9:00pm for the Farmers & Artisan Market contingent upon Mrs. Manzer supplying Chief Dagnan with the proper insurance. Motion passed.

***Persons with disabilities who need special assistance – please contact the
Fire Department at 417-237-7100, or the Police Department at 417-237-7200
at least 24 hours prior to the meeting.***

6. Heather Finney was not present to present inflatable on Maple Leaf.
7. Tammy Stark was not present to present parking concern on Fulton and Central.

NEW BUSINESS

1. Police Department
 - a. Chief Dagnan spoke with the committee how there was a Six Circuit Court of Appeals which ruled tire chalking unconstitutional and considered tracking vehicles. Which is based on the idea that it is tracking a vehicle which is not expected to commit a crime. Carthage is not in the Six Circuit however, Chief Dagnan discussed how there is some strong language in it how chalking tires is the same as putting a GPS tracker on the vehicle with is clearly unconstitutional. It is in the appeals court right now. The City Attorney and the City's insurance Attorney agrees with Chief Dagnan to suspend tracking any vehicle in any two-hour parking spots. It will still be handled on a complaint basis. There is still a City Ordinance that states vehicles can only be parked in those spots for two-hours. The ordinance has not been changed. He suggests that we see what the courts say. No motion was needed.
2. Fire Department
 - a. Chief Williams spoke shortly with the committee on Station 2 update and how a new employee has been hired. The weather has also been a concern over the last few days.

ADJOURNMENT

Councilman Snow made a motion to adjourn. Motion passed.

Next Meeting Date: June 17, 2019

Next Meeting Location: Carthage City Hall – Upstairs Conference Room

Persons with disabilities who need special assistance – please contact the Fire Department at 417-237-7100, or the Police Department at 417-237-7200 at least 24 hours prior to the meeting.

***MINUTES
SPECIAL
COMMITTEES
AND BOARDS***

CWEP BOARD MEETING MINUTES

May 16, 2019

The Carthage Water & Electric Plant Board met in regular session May 16, 2019, 2:00 p.m. at the CWEP Office, 627 W Centennial, Carthage, MO.

Board:

☒ Neel Baucom- President
☒ Danny Lambeth -Vice President
☒ G. Stephen Beimdiek -Secretary
☒ Darren Collier -Liaison

☒ Brian Schmidt - Mem
☒ Ron Ross – Member
☒ Pat Goff - Member

Staff:

☒ Chuck Bryant-General Manager
☒ Cassandra Ludwig-General Counsel
☒ Jason Peterson-Director IT & Broadband
☒ Megan Stump- Executive Assistant
☐ Megan Milliken-Customer Relations Mgr.

☒ Jason Choate-Director of Water Services
☒ Kelli Nugent/CFO
☒ Kevin Emery-Director of Power Services
☒ Stephanie Howard-Director of Business & ED

President Baucom called the meeting to order at 2:00 p.m.

ADDITIONS/CHANGES TO THE AGENDA: None.

APPROVAL OF MINUTES:

A motion by Goff and seconded by Beimdiek to approve the minutes of the regular meeting of April 18, 2019 as presented passed unanimously.

APPROVAL OF DISBURSEMENTS:

A motion by Lambeth and seconded by Beimdiek to approve disbursements for April in the amount of \$2,822,107.89 passed unanimously.

FINANCIAL STATEMENT:

CFO Nugent presented the financials for March noting that the net income for the utility combined was \$187,000 and \$300,000 more than budget and prior year respectively for the month. She noted that for the year net income is \$1.6 million more than budget, or 75%, and approximately \$1 million more than prior year to date, or 35%.

A motion by Beimdiek and seconded by Goff to approve April financials passed unanimously.

COMMITTEE REPORTS: None.

CITIZEN'S PARTICIPATION PERIOD: None.

OLD BUSINESS: None.

NEW BUSINESS:

RECOMMENDATION TO PROCEED WITH PURCHASING PRODUCTS FOR THE "MIDTOWN" FIBER EXPANSION

General Manager Bryant reported that the communications department is requesting the purchase of fiber cable and materials needed to extend residential fiber service to prospective locations located in the area informally referred to as "Midtown" which is south of Centennial Ave. and north of Fairlawn Ave. between Garrison and Grand. This area consists of approximately 250 service locations. The cost of the purchase will be in the amount of \$36,026.26, which exceeds the \$25,000.00 threshold that requires formal bidding. CWEP is able to purchase the requested items from an approved vendor, under a cooperative contract in which the bidding process has already been done and falls within the guidelines of our purchasing policy. CWEP will have supporting documentation to confirm the lead agency followed all proper steps in their procurement bidding process.

GM Bryant recommends moving forward with the purchasing of products for the "Midtown" fiber expansion.

A motion by Lambeth and seconded by Beimdiek to approve purchasing the products for the "Midtown" fiber expansion, passed unanimously.

CONSIDERATION OF BIDS FOR THE PURCHASE AND INSTALLATION OF A 16" GATE VALVE PROJECT

General Manager Bryant noted that a proposal was issued for the purchase and specialized installation of a 16" gate valve project for the water department. Carthage Water and Electric Plant received proposals from three vendors. Core & Main submitted a proposal for \$34,000.00, Schulte Supply Inc. for \$26,894.53, and Municipal Pipe Services for \$26,500.00.

GM Bryant recommended awarding the valve purchase and service installation project to Municipal Pipe Services in the amount of \$26,500.00.

A motion by Ross and seconded by Schmidt to award the valve purchase and service installation project to Municipal Pipe Services in the amount of \$26,500.00, passed unanimously.

STAFF REPORTS:

General Manager Bryant reviewed some of the major points to the budget this year and informed the board that the budget meeting with the city went very well. Bryant reported that the City of Lockwood has asked for help from Carthage Water and Electric Plant in regard to electric. Bryant added that CWEP will be sending a crew at least once a month to assist Lockwood with their electric system. GM Bryant updated the board on the status of the Tristate Coalition Project.

General Counsel Ludwig updated the board on legislative issues.

Director IT & Broadband Peterson reported the communications department currently has FTTH internet service available to 859 homes and serve FTTH internet service to 276 homes. Peterson announced that Landon Dobbs has submitted his resignation, his last day will be May 17th.

Director of Business & ED Howard announced she attended APPA's Energy Efficiency Management Certificate Program this month and it was very informative.

Executive Assistant Stump reported that the tower to tower run was held this past Saturday and was a great success. With about 75 runners participating, Carthage Water and Electric Plant raised over \$1600.00 for Water for People. Stump reminded the board that the company picnic will be held this Saturday, rain or shine.

BOARD MEMBER COMMENTS

Liaison Collier expressed his appreciation to Kristian Terry on a very informative water treatment plant tour. Collier also informed the board that a new Railroad Crossing will be put in on Chestnut courtesy of Arkansas & Missouri Railroad and MODOT.

Pat Goff commended Barry Bland for his tour through the water treatment plant.

At 3:23 p.m. the meeting adjourned.

President – Neel Baucom

Secretary – Steve Beimdiek

***AGENDAS
STANDING
COMMITTEES***

--NOTICE OF MEETING--
PUBLIC WORKS COMMITTEE
MAY 7, 2019
5:30 PM
CITY HALL
326 GRANT STREET
2ND FLOOR CONFERENCE ROOM
-- AGENDA--

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting

CITIZENS PARTICIPATION

None.

NEW BUSINESS

1. Consider and discuss the bid opening for demolition of 500 Oak Street.
2. Consider and discuss the MODOT ADA improvements at the Fairview Intersection.

STAFF REPORTS - Zeb Carney & Tom Short

ADJOURNMENT

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING.

POSTED: 5/03/2019

BY: Marcia Weng

MEETING CANCELLED DUE TO A LACK OF BUSINESS

PUBLIC SERVICES COMMITTEE
TUESDAY MAY 21, 2019
5:30 P.M.
PARK DEPARTMENT OFFICE
521 ROBERT ELLIS YOUNG DRIVE

Old Business

1. Consideration and approval of minutes from previous meeting

CITIZENS PARTICIPATION

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)

New Business

Staff reports

Other Business

ADJOURNMENT

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL
417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS
PRIOR TO MEETING.

Posted: _____

By: _____

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

May 28, 2019

5:00 PM

Carthage City Hall

2nd Floor Conference Room

Old Business

1. Consideration and Approval of Minutes from Previous Meeting
2. Review and Approval of the Claims Report

Citizens Participation

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)

New Business

1. Staff Reports

Adjournment

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING.)

Posted _____

***AGENDAS
SPECIAL
COMMITTEES
AND BOARDS***



AGENDA

Notice is hereby given that the Carthage Water & Electric Plant Board will meet May 16, 2019, 2:00 p.m. at the CWEP Complex, 627 W. Centennial, Carthage. The tentative agenda of the regular meeting includes:

ADDITIONS TO THE AGENDA

APPROVAL OF THE BOARD MINUTES: April 2019

APPROVAL OF DISBURSEMENTS: April 2,822,107.89

FINANCIAL STATEMENT: April

COMMITTEE REPORTS

CITIZENS PARTICIPATION PERIOD:

OLD BUSINESS: None.

NEW BUSINESS:

1. Recommendation to proceed with purchasing products for the "Midtown" fiber expansion
2. Consideration of bids for the purchase and installation of a 16" gate valve project

STAFF REPORTS

BOARD MEMBER COMMENTS

Persons with disabilities who need special assistance may call 417-237-7300 or 1-800-735-2466 (TDD via Relay Missouri) at least 24 hours prior to meeting.

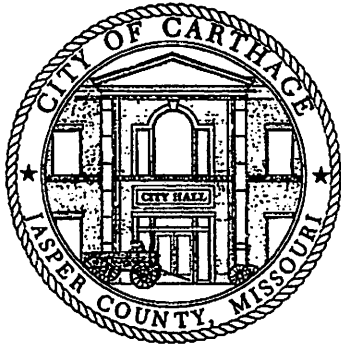
Representatives of the news media may obtain copies of this notice by contacting:
Megan Stump, P O Box 611 Carthage, MO 64836 417-237-7300

**McCune Brooks Regional Hospital Trust
Regular Meeting of the Board of Trustees
May 22, 2019
2:00 p.m.
Schmidt Associates Conference Room**

Agenda

- | | |
|---|--------------|
| I. Call to Order | Ron Petersen |
| II. Election of FY 2019-2020 Officers | Ron Petersen |
| III. Approval of March 6, 2019 Meeting Minutes | Ron Petersen |
| IV. Financial Statement Report & Review | Stan Schmidt |
| V. Review and approval of Grant Applications | Ron Petersen |
| 1. Vision Carthage | |
| 2. Tabled app of City of Carthage driving range | |
| 3. Tabled app of YMCA Activity Center | |
| VI. Disproportionate Share CMS Appeal | Stan Schmidt |
| VII. Next meeting date | Ron Petersen |
| VIII. Adjournment | Ron Petersen |

CORRESPONDENCE



The City of Carthage

"America's Maple Leaf City"

May 23, 2019

Missouri Department of Transportation
Mr. Scott Bachman
Assistant to the District Engineer
3025 East Kearney
Springfield Missouri 65801

Re: Route I-49 Jasper County
Project No. 7S3378
City of Carthage
2018-10-46332

Dear Mr. Bachman:

The purpose of this correspondence is to formally request an extension of the above-referenced Missouri Highways and Transportation Commission Cost Share Agreement, for another 6-month period.

The scope of the project involves the intersection of Missouri State Highway HH and Dr. Russell Smith Way. This intersection is located approximately 725 feet west of the intersection of Interstate 49 southbound on and off ramps. This intersection is currently signalized; however, the signal is not controlled by vehicles located on the I-49 ramps. The lack of inter-connection results in the traffic flow exiting I-49 to be congested at times. The proposed project would tie the ramps into a roundabout intersection. Realignment of the ramp will both improve traffic flow and provide a safer intersection. By moving the ramps west away from the I49 overpass, sight distance will be improved increasing the safety of the intersection. The improved intersection will also improve traffic flow generated by the two nearby schools and increase efficiency for emergency vehicles accessing the local hospital.

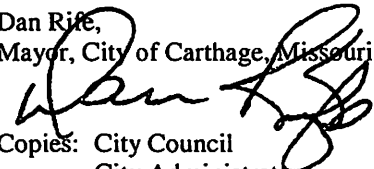
We require this extension in order to allow an Economic Development Prospect, (a major employer in the City of Carthage that currently has manufacturing and warehouse facilities within the City, looking at development of the property south of the intersection) and their Developers, to complete their due diligence process regarding site selection. The Company wishes to expand their warehousing facilities and propose to construct a new building at a viable location for various industrial park residents. The potential for job growth/economic benefit is dramatic, creating additional jobs as well as retaining existing employees locally.

The Company was unable to complete their due diligence for this project during the initial time period because of corporate policies and coordination issues involving the several qualified developers for the project.

If you require any additional information, please let me know. We look forward to a favorable review of our request.

Very Truly Yours,

Dan Rife,
Mayor, City of Carthage, Missouri


Copies: City Council
City Administrator
City Clerk
Carthage Chamber of Commerce, Mark Elliff



401 W. CHESTNUT | 417.237.7100

Roger Williams, Fire Chief

Carthage Fire Department Station #2 Ribbon Cutting

On Thursday May 30, 2019 at 2 pm Carthage Fire Department will perform a small Ribbon Cutting to signify our acceptance and pending opening of Station #2. We are presently working to finalize delivery and installation of all furnishings and equipment to begin operations in the near future. This expansion has been a long awaited event and we just want to use this small ceremony as a way to assure the community that it is becoming a reality.

We also are planning to do a bit more elaborate Grand Opening in possibly a few weeks to allow for a more significant event to celebrate this achievement.

Fire Chief,

Roger Williams



Schmidt Associates, P.C.

Certified Public Accountants

ACCOUNTANT'S COMPILATION REPORT

McCune Brooks Regional Hospital
3125 Dr. Russell Smith Way
Carthage, MO 64836

Management is responsible for the accompanying financial statements of McCune Brooks Regional Hospital (a nonprofit organization) which comprise the statement of financial position as of April 30, 2019 and the related statements of activities and other changes in net assets for the year-to-date in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Organization's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Schmidt Associates, P.C.
May 11, 2019



America Counts on CPAs

MCCUNE BROOKS REGIONAL HOSPITAL

FINANCIAL STATEMENTS

APRIL 30, 2019



Schmidt Associates, P.C.
Certified Public Accountants

McCune Brooks Regional Hospital
Statements of Financial Position
April 30, 2019

Assets

Assets

Cash in bank- New trust disbursement	\$ 10,614.54
New Trust investment	16,742,385.74
Escrow account	<u>5,010,634.50</u>
Total Assets	<u>\$ 21,763,634.78</u>

Liabilities and Net Position

Liabilities

Accounts payable	\$ 1,560,334.00
Total Liabilities	<u>1,560,334.00</u>

Net Position

Operational capital- Fund balance	19,514,470.68
Restricted- non expendable	322,626.00
Retained earnings	<u>366,204.10</u>
Total Net Position	<u>20,203,300.78</u>
Total Liabilities and Stockholders' Equity	<u>\$ 21,763,634.78</u>

See accountant's compilation report.

**McCune Brooks Regional Hospital
Statements of Activities**

**12 Months Ended
April 30, 2019**

Income

Interest and dividend income- bond/escrow	72,931.45
Interest and dividend income-Trust	270,932.37
Other income- from other trusts	9,266.90
Gain (Loss) realized and unrealized	<u>267,962.37</u>
Total Income	<u><u>621,093.09</u></u>

Operating Expenses

Bank charges	19,158.02
Grants	218,667.50
Legal and professional fees	<u>17,063.47</u>
Total Operating Expenses	<u><u>254,888.99</u></u>

Net Income (Loss)	<u><u>\$ 366,204.10</u></u>
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See accountant's compilation report.

"Rosenberg's Rules of Order"

(Simple Rules of Parliamentary Procedure for the 21st Century)

Introduction

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that has not always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules - "Robert's Rules of Order" - which are embodied in a small, but complex, book. Virtually no one I know has actually read this book cover to cover. Worse yet, the book was written for another time, and for another purpose. If one is chairing or running a Parliament, then "Robert's Rules of Order" is a dandy and quite useful handbook for procedure in that complex setting. On the other hand, if one is running a meeting of, say, a 5-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order.

Hence, the birth of "Rosenberg's Rules of Order."

What follows is my version of the rules of parliamentary procedure, based on my 20 years of experience chairing meetings in state and local government. These rules have been simplified for the smaller bodies we chair or in which we participate, slimmed down for the 21st Century, yet retaining the basic tenets of order to which we have grown accustomed.

This treatise on modern parliamentary procedure is built on a foundation supported by the following four pillars: (1) Rules should establish order. The first purpose of rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings. (2) Rules should be clear. Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate; and those who do not fully understand and do not fully participate. (3) Rules should be user friendly. That is, the rules must be simple enough that the public is invited into the body and feels that it has participated in the process. (4) Rules should enforce the will of the majority while protecting the rights of the minority. The ultimate purpose of rules of procedure is to encourage discussion and to facilitate decision-making by the body. In a democracy, majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself, but not dominate, and fully participate in the process.

The Role of the Chair

While all members of the body should know and understand the rules of parliamentary procedure, it is the Chair of the body who is charged with applying the rules in the conduct of the meeting. The Chair should be well versed in those rules. The Chair, for all intents and purposes, makes the final ruling on the rules every time the Chair states an action. In fact, all decisions by the Chair are final unless overruled by the body itself.

Since the Chair runs the conduct of the meeting, it is usual courtesy for the Chair to play a less active role in the debate and discussion than other members of the body. This does not mean that the Chair should not participate in the debate or discussion. To the contrary, the Chair as a member of the body has the full right to participate in the debate, discussion and decision-making of the body. What the Chair should do, however, is strive to be the last to speak at the discussion and debate stage, and the Chair should not make or second a motion unless the Chair is convinced that no other member of the body will do so at that point in time.

The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, often published agenda. Informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon roadmap for the meeting. And each agenda item can be handled by the Chair in the following basic format:

First, the Chair should clearly announce the agenda item number and should clearly state what the agenda item subject is. The Chair should then announce the format (which follows) that will be followed in considering the agenda item.

Second, following that agenda format, the Chair should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the Chair, a member of the body, a staff person, or a committee chair charged with providing input on the agenda item.

Third, the Chair should ask members of the body if they have any technical questions of clarification. At this point, members of the body may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

Fourth, the Chair should invite public comments, or if appropriate at a formal meeting, should open the public meeting for public input. If numerous members of the public indicate a desire to speak to the subject, the Chair may limit the time of public speakers. At the conclusion of the public comments, the Chair should announce that public input has concluded (or the public hearing as the case may be is closed).

Fifth, the Chair should invite a motion. The Chair should announce the name of the member of the body who makes the motion.

Sixth, the Chair should determine if any member of the body wishes to second the motion. The Chair should announce the name of the member of the body who seconds the motion. (It is normally good practice for a motion to require a second before proceeding with it, to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the Chair can proceed with consideration and vote on a motion even when there is no second. This is a matter left to the discretion of the Chair.)

Seventh, if the motion is made and seconded, the Chair should make sure everyone understands the motion. This is done in one of three ways: (1) The Chair can ask the maker of the motion to repeat it. (2) The Chair can repeat the motion. (3) The Chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the Chair should now invite discussion of the motion by the body. If there is no desired discussion, or after the discussion has ended, the Chair should announce that the body will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.

Ninth, the Chair takes a vote. Simply asking for the "ayes", and then asking for the "nays" normally does this. If members of the body do not vote, then they "abstain". Unless the rules of the body provide otherwise (or unless a super-majority is required as delineated later in these rules) then a simple majority determines whether the motion passes or is defeated.

Tenth, the Chair should announce the result of the vote and should announce what action (if any) the body has taken. In announcing the result, the Chair should indicate the names of the members of the body, if any, who voted in the minority on the motion. This announcement might take the following form: "The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring 10 days notice for all future meetings of this body."

Motions in General

Motions are the vehicles for decision-making by a body. It is usually best to have a motion before the body prior to commencing discussion of an agenda item. This helps the body focus.

Motions are made in a simple two-step process. First, the Chair should recognize the member of the body. Second, the member of the body makes a motion by preceding the member's desired approach with the words: "I move" So, a typical motion might be: "I move that we give 10-day's notice in the future for all our meetings."

The Chair usually initiates the motion by either (1) Inviting the members of the body to make a motion. "A motion at this time would be in order." (2) Suggesting a motion to the members of the body. "A motion would be in order that we give 10-day's notice in the future for all our meetings." (3) Making the motion. As noted, the Chair has every right as a member of the body to make a motion, but should normally do so only if the Chair wishes to make a motion on an item but is convinced that no other member of the body is willing to step forward to do so at a particular time.

The Three Basic Motions

There are three motions that are the most common and recur often at meetings:

The basic motion. The basic motion is the one that puts forward a decision for the body's consideration. A basic motion might be: "I move that we create a 5-member committee to plan and put on our annual fundraiser."

The motion to amend. If a member wants to change a basic motion that is before the body, they would move to amend it. A motion to amend might be: "I move that we amend the motion to have a 10-member committee." A motion to amend takes the basic motion which is before the body and seeks to change it in some way.

The substitute motion. If a member wants to completely do away with the basic motion that is before the body, and put a new motion before the body, they would move a substitute motion. A substitute motion might be: "I move a substitute motion that we cancel the annual fundraiser this year."

"Motions to amend" and "substitute motions" are often confused. But they are quite different, and their effect (if passed) is quite different. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way. A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it. The decision as to whether a motion is really a "motion to amend" or a "substitute motion" is left to the chair. So that if a member makes what that member calls a "motion to amend", but the Chair determines that it is really a "substitute motion", then the Chair's designation governs.

Multiple Motions Before the Body

There can be up to three motions on the floor at the same time. The Chair can reject a fourth motion until the Chair has dealt with the three that are on the floor and has resolved them.

When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed first on the last motion that is made. So, for example, assume the first motion is a basic "motion to have a 5-member committee to plan and put on our annual fundraiser." During the discussion of this motion, a member might make a second motion to "amend the main motion to have a 10-member committee, not a 5-member committee to plan and put

on our annual fundraiser." And perhaps, during that discussion, a member makes yet a third motion as a "substitute motion that we not have an annual fundraiser this year." The proper procedure would be as follows:

First, the Chair would deal with the third (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion passed, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the body of the third motion (the substitute motion). No vote would be taken on the first or second motions. On the other hand, if the substitute motion (the third motion) failed then the Chair would proceed to consideration of the second (now, the last) motion on the floor, the motion to amend.

Second, if the substitute motion failed, the Chair would now deal with the second (now, the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be 5 members or 10 members). If the motion to amend passed the Chair would now move to consider the main motion (the first motion) as amended. If the motion to amend failed the Chair would now move to consider the main motion (the first motion) in its original format, not amended.

Third, the Chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (5-member committee), or, if amended, would be in its amended format (10-member committee). And the question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the Chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the Chair must immediately call for a vote of the body without debate on the motion):

A motion to adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. It requires a simple majority vote.

A motion to recess. This motion, if passed, requires the body to immediately take a recess. Normally, the Chair determines the length of the recess which may be a few minutes or an hour. It requires a simple majority vote.

A motion to fix the time to adjourn. This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.

A motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on "hold". The motion can contain a specific time in which the item can come back to the body: "I move we table this item until our regular meeting in October." Or the motion can contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

A motion to limit debate. The most common form of this motion is to say: "I move the previous question" or "I move the question" or "I call the question." When a member of the body makes such a motion, the member is really saying: "I've had enough debate. Let's get on with the vote". When such a motion is made, the Chair should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a 2/3 vote of the body. Note: that a motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." Even in this format, the motion to limit debate requires a 2/3 vote of the body. A similar motion is a **motion to object to consideration of an item.** This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a 2/3 vote.

Majority and Super-Majority Votes

In a democracy, a simple majority vote determines a question. A tie vote means the motion fails. So in a 7-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions come up when the body is taking an action which, effectively, cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a 2/3 majority (a super-majority) to pass:

Motion to limit debate. Whether a member says "I move the previous question" or "I move the question" or "I call the question" or "I move to limit debate", it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a 2/3 vote to pass.

Motion to close nominations. When choosing officers of the body (like the Chair) nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers, and it requires a 2/3 vote to pass.

Motion to object to the consideration of a question. Normally, such a motion is unnecessary since the objectionable item can be tabled, or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a 2/3 vote to pass.

Motion to suspend the rules. This motion is debatable, but requires a 2/3 vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to suspend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself: the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate, perhaps disagreement and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to a re-opener if a proper motion to reconsider is made.

A motion to reconsider requires a majority vote to pass, but there are two special rules that apply only to the motion to reconsider. First, is timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting of the body. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and by a 2/3 majority, can allow a motion to reconsider to be made at another time.) Second, a motion to reconsider can only be made by certain members of the body. Accordingly, a motion to reconsider can only be made by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she can make the motion to reconsider (any other member of the body may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back to the body again and again. That would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is then in order. The matter can be discussed and debated as if it were on the floor for the first time.

Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the Chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the Chair before proceeding to speak.

The Chair should always ensure that debate and discussion of an agenda item focuses on the item and the policy in question, not the personalities of the members of the body. Debate on policy is healthy, debate on personalities is not. The Chair has the right to cut off discussion that is too personal, is too loud, or is too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the Chair may, however, limit the time allotted to speakers, including members of the body.

Can a member of the body interrupt the speaker? The general rule is "no." There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be: "point of privilege." The Chair would then ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.

Order. The proper interruption would be: "point of order." Again, the Chair would ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the Chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the Chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the Chair is deemed reversed.

Call for orders of the day. This is simply another way of saying, "Let's return to the agenda." If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the Chair discovers that the agenda has not been followed, the Chair simply reminds the body to return to the agenda item properly before them. If the Chair fails to do so, the Chair's determination may be appealed.

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the Chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

Special Notes About Public Input

The rules outlined above will help make meetings very public-friendly. But in addition, and particularly for the Chair, it is wise to remember three special rules that apply to each agenda item:

Rule One: Tell the public what the body will be doing.

Rule Two: Keep the public informed while the body is doing it.

Rule Three: When the body has acted, tell the public what the body did.