City of Carthage, Missouri
CITY COUNCIL

April 11, 2023 - 6:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

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**
   1. Approval of March 28, 2023 Minutes
6. **Presentations/Proclamations**
   1. Earth Day Proclamation
   2. Arbor Day Proclamation
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)
   1. Tourism Director Report
8. **Reports of Standing Committees**
   1. Agendas and Minutes of Standing Committees
9. **Reports from Special Committees and Board Liaisons**
   1. Agendas and Minutes of Special Committees
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**
    1. Financial Reports
    2. City Administrator's Report
13. **Report of Claims Presented Against the City**
    1. Motion and a second to approve the Claims
14. **Public Hearings**

1. Public Hearing to be held on the 11th day of April, 2023 at 6:30 p.m., in the Council Chambers, at City Hall in Carthage, Missouri, concerning the annexation of property commonly known as: 2213 Missouri Avenue

15. Old Business

1. C.B. 23-19 -- An Ordinance authorizing the Mayor to enter into a contract with the Fair Acres Family Y, Inc. for Management of the Aquatic Facilities for the years 2023, 2024, and 2025 in the amount of $100,000.00 per year in the City of Carthage, Missouri
2. C.B. 23-20 -- An Ordinance authorizing the Mayor to enter into a contract with Play and Park for Playground Equipment at Kellogg Lake Park for $364,752.11, in the City of Carthage, Missouri
3. C.B. 23-21 -- An Ordinance authorizing the Mayor to enter into a contract with Peck Schrader Excavation in the amount of $65,000.00, for the demolition of portions of Rock Stadium, in the City of Carthage, Missouri
4. Election Results - Motion to approve
5. Adjourn Old Council

16. **********SHORT RECESS********

17. New Business

1. Oath of Office
2. Roll Call
3. Mayor's Committee and Board Liaison Appointments
4. Election of Mayor Pro Tem
5. C.B. 23-22 -- An Emergency Ordinance authorizing the Mayor to enter into a contract with Elements Construction Concepts of Joplin, Missouri for the site preparations for new restroom facilities in four City Parks for the amount of Three Hundred Forty-One Thousand Eight Hundred Twenty-Seven and 00/100 ($341,827.00)
6. C.B. 23-23 -- An Emergency Ordinance authorizing the Mayor to enter into a Contract with Westport Pools for repairs to the Municipal Park Swimming Pool in the City of Carthage, Missouri, for the amount of Ninety-Two Thousand Seven Hundred and 00/100 ($92,700.00)
7. C.B. 23-24 -- An Ordinance authorizing the Mayor to enter into a Contract with Neutron Holdings, Inc. d/b/a/ LIME for scooter rental in the City of Carthage, Missouri
8. C.B. 23-25 -- An Ordinance annexing certain adjacent territory commonly known as 2213 Missouri Avenue into the City of Carthage, Jasper County, Missouri as requested by ESM Technologies, LLC dba Stratum Nutrition
9. C.B. 23-26 -- An Ordinance to add Chapter 17 Article 5; Urban Development and Establish the Carthage Redevelopment Corporation in the City of Carthage, Missouri
10. C.B. 23-27 -- An Ordinance vacating that portion of North McGregor Street running North/South between 431 and 503 High Street in the City of Carthage, Missouri

11. C.B. 23-28 -- An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Zanevan Engineering, LLC for Engineering for ADA compliant sidewalks along Route HH/Fir Road and Chapel Road, in the City of Carthage, Missouri

18. Mayor's Appointments

1. Planning, Zoning, & Historic Preservation Commission
2. Zoning Board of Adjustment

19. Resolutions

1. Resolution 1999 -- A Resolution of the Council of the City of Carthage, Missouri authorizing the approval of change order #1 to the CXT Contract, to include insulation and heaters in each restroom facility, not to exceed the amount of $97,500.00

20. Closing Comments

21. Executive Session

22. 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

City of Carthage, Missouri
CITY COUNCIL

March 28, 2023 - 6:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

The Carthage City Council met in regular session on the above date in the Council Chambers at 06:30 PM with Mayor Dan Rife presiding.

Fire Chief Ryan Huntley gave the invocation.

Police Chief Bill Hawkins led the flag salute.

The following Council Members answered roll call: Brandi Ensor, David Armstrong, Trudy Blankenship, Ceri Otero, Robin Blair, Alan Snow, Ed Hardesty, Tiffany Cossey, and Mark Elliff. Council Member Robin Harrison was absent. City Administrator Greg Dagnan and City Attorney Nate Dally were also present.

The following Department Heads were present: Police Chief Bill Hawkins, Fire Chief Ryan Huntley, Public Works Director Zeb Carney, Parks & Recreation Director Abi Almandinger, Assistant City Administrator Traci Cox, and City Clerk Miranda Deal.

Mr. Elliff made a motion, seconded by Ms. Otero, to approve the minutes of the March 14, 2023 Council Meeting. Motion carried unanimously.

Mayor Rife presented a Proclamation he did for Donal Myers who turned 104 on March 27.

During Citizen's Participation, Jen Kirby, with Vision Carthage, presented to the Council what Vision Carthage has done during the first quarter of the year and what will be happening during the second quarter.

Mr. Snow reported that the Budget Ways & Means Committee is between meetings with the next meeting scheduled for April 10.

Ms. Blankenship reported that the Committee on Insurance, Audit and Claims met on this date and approved the claims. She informed the Council that the amended whistleblower policy appears in the packet. The next meeting is scheduled for April 11.

Mr. Elliff reported that the Public Safety Committee met on March 20. The Public Library is holding their Summer Reading Program in Central Park on June 6 from 10 am to noon. They requested the closure of 7th Street from Garrison to Maple from 10 am to noon. Mr. Elliff made a motion, seconded by Mr. Snow, to approve the closure of 7th Street from Garrison to Maple from 10 am to noon on June 6. Motion carried. The committee also discussed the Hispanic Heritage Celebration set for September 30. They have requested the same road closures as Food Truck Friday for 7th Street and Lyon Street. Mr. Elliff made a motion, seconded by Mr. Snow, to close Lyon from 7th Street to Chestnut and 7th Street from Garrison to Lyon from 11 am to 11 pm on September 30. Motion Carried. The Beer Garden for Food Truck Friday was also discussed. There are no select vendors at this time, but the committee wanted to get Katie the approval so she could start contacting potential vendors. The Police Department will

have employees being paid overtime to serve as security for the beer garden and vendors will need to work with Experience Carthage, City Hall and the Police Department to make sure they are compliant with all required paperwork and location within Central Park. Mr. Elliff made a motion, seconded by Mr. Snow, to approve the beer garden at Food Truck Friday, which happens the second Friday of every month from April-October, from 5 pm to 9 pm. Motion carried. The next meeting is scheduled for April 17.

Ms. Otero reported that the Public Service Committee met on March 21. Artwork for Griggs Park was discussed and the committee decided on an image for the handball wall, but funding for the mural needs to be obtained before it is brought to the Council for full approval. The two Resolutions on the Council agenda are for surplus items at the Parks and Civil War Museum, and for furniture being donated from Vision Carthage. The Kellogg Lake playground structure appears in Council Bill 23-20. The bathroom construction site bids were reviewed and will appear in a future Council Bill. The shelter pricing was reviewed and updated and there were also changes made to the golf membership pricing. The Lime Scooter contract was discussed and would be presented in a future Council Bill with the addition of electric bikes, and the City would also continue to receive 20 cents per ride. There will also need to be discussions on who will be responsible for the charging and placement of the scooters. The City could be this Logistics Partner, if this were to happen, that would be a separate contract and Council Bill. The pool contract with the YMCA was discussed and appears in Council Bill 23-19. They also reviewed bids that were received for the demolition of portions of the Rock Stadium, that appears in Council Bill 23-21. The committee will be having a special meeting on April 4 at 6:30 in Council Chambers.

Mr. Armstrong reported that the Public Works Committee did not meet on March 7. The next meeting is scheduled for April 4.

Special Committee and Board Liaison Reports were given by Mr. Elliff for the Jasper County Commission, and Ms. Otero for the Humane Society Board.

Mayor Rife reported on his attendance to the CEDC meeting and the recent budget meetings with Department Heads.

During reports from Council Members, Mr. Armstrong stated he planned to make a motion to amend the YMCA contract to make entry to the pool free for all Carthage citizens and not just YMCA members, since it is Carthage residents paying for the contract. He has also started receiving calls from concerned citizens regarding the EPA and the Jasper County Superfund site. Mayor Rife reported that he and Greg had met with the EPA regarding the Superfund site and how they plan to inform the citizens of changes to the site and what that means for them. Mr. Snow brought up Council Bill 23-21 and the contract to tear down parts of the stadium. He stated that he is concerned that once this piece of history is torn down, it will never be replaced and he thinks maybe things are moving too quickly and that there may be citizens willing to donate money for the repairs.

Police Chief Bill Hawkins reported that he handed out the Police Department's year-end report to the Council.

Fire Chief Ryan Huntley reported that he has started interviewing applicants for the one position that is open and hopes to have it filled quickly. He also reported that the Fire Department worked with the Red Cross over the previous weekend and installed almost 100 smoke alarms in various houses that were in need.

Parks and Recreation Director Abi Almandinger reported that the pool contract with the YMCA

does include free pool access for everyone during the 4th of July event. She also stated that the playground at Carter Park has broken ground, Municipal Park will be started in April. The Pro Shop repairs should be completed soon, Ms. Almandinger thanked Zeb and his crew for all of their work. She also mentioned that every possible option was explored when discussing the repairs to the stadium before they came to the conclusion that the wall and bleachers just needed to be torn down and rebuilt.

City Administrator Greg Dagnan reported on the demolition of Rock Stadium and stated that things weren't moving quickly but there are no other options to explore, so the demolition of the bleachers and wall is the next step that is needed. He has also been in contact with the City's attorney on the railroad lawsuit, she is preparing something that will detail the next steps. He mentioned the Forensic Audit RFP's are out and due by April 3. The City received the Downtown Revitalization Grant to redo the outer sidewalks of the square and beautify the area, Senator Carter contacted Mr. Dagnan and congratulated him on receiving the grant. Mr. Dagnan also reported that the EPA has scheduled a community forum for the end of April at Memorial Hall. The Superfund site is currently just on the west side of Jasper County but could very well change to include the entire county. He also reported that budget meetings are in full swing and the capital budget, contracts, and revenue estimates should be done soon.

The Committee on Claims filed a report in the amount of $909,809.89 against the following funds: General Revenue $85,689.63, Public Health $7,400.00, Lodging $432.29, Parks/Stormwater $9,129.00, Golf $7,567.17, Use Tax $38,797.00, Public Facilities $57,812.05, ARPA $193,211.05, and Payroll $509,771.70. Ms. Blankenship made a motion, seconded by Mr. Snow, to accept the report and allow the claims. Motion carried.

Under Old Business, C.B. 23-17 -- An Ordinance authorizing a special use permit to allow for the construction of a shower house located at 125 E. Fairview in the City of Carthage, Jasper County, Missouri was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Brandi Ensor, David Armstrong, Trudy Blankenship, Ceri Otero, Robin Blair, Alan Snow, Ed Hardesty, Tiffany Cossey, and Mark Elliff. The Council Bill was approved and numbered Ordinance 23-23.

C.B. 23-18 As amended -- An Ordinance to amend Section 600 - City Rules and Regulations of the Personnel Policy Manual of the City of Carthage by adding subsection 608 - Whistleblower Protection Policy was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Brandi Ensor, David Armstrong, Trudy Blankenship, Ceri Otero, Robin Blair, Alan Snow, Ed Hardesty, Tiffany Cossey, and Mark Elliff. The Council Bill was approved and numbered Ordinance 23-24.

Under New Business, C.B. 23-19 – An Ordinance authorizing the Mayor to enter into a contract with the Fair Acres Family Y, Inc. for Management of the Aquatic Facilities for the years 2023, 2024, and 2025 in the amount of $100,000.00 per year in the City of Carthage, Missouri was placed on first reading.

Mr. Armstrong made a motion, seconded by Mr. Snow, to amend the contract to eliminate general admission fees for Carthage citizens. Motion failed after a roll call vote of 4 yeas and 5 nays. Ayes: David Armstrong, Ceri Otero, Alan Snow, and Ed Hardesty. Nays: Brandi Ensor, Trudy Blankenship, Robin Blair, Tiffany Cossey, and Mark Elliff.

Mr. Snow made a motion to amend the amendment to make the contract $105,000.00 per year with the $0 admission fee for Carthage citizens. Motion died due to lack of second.

Mr. Elliff made motion seconded by Ms. Ensor to allow Mr. Dagnan to renegotiate the contract with the YMCA. Motion failed after a unanimous voice vote of 0 yeas and 9 nays.

C.B. 23-20 – An Ordinance authorizing the Mayor to enter into a contract with Play and Park for Playground Equipment at Kellogg Lake Park for $364,752.11, in the City of Carthage, Missouri was placed on first reading with no action taken.

C.B. 23-21 – An Ordinance authorizing the Mayor to enter into a contract with Peck Schrader Excavation in the amount of $65,000.00, for the demolition of portions of Rock Stadium, in the City of Carthage, Missouri was placed on first reading with no action taken.

Ms. Otero made a motion, seconded by Mr. Armstrong, to approve Resolution 1997 - A Resolution approving the declaration as surplus to the City's needs and authorizing the disposition of certain Parks Department and Civil War Museum items outlined in Exhibit A. Resolution 1997 was adopted after a roll call vote of 9 yeas and 0 nays. Ayes: Brandi Ensor, David Armstrong, Trudy Blankenship, Ceri Otero, Robin Blair, Alan Snow, Ed Hardesty, Tiffany Cossey, and Mark Elliff.

Ms. Otero made a motion, seconded by Mr. Armstrong, to approve Resolution 1998 - A Resolution providing for the formal acceptance of a donation to the City of Carthage by the City Council of the City of Carthage, Missouri pursuant to City Policy. Resolution 1998 was adopted after a roll call vote of 9 yeas and 0 nays. Ayes: Brandi Ensor, David Armstrong, Trudy Blankenship, Ceri Otero, Robin Blair, Alan Snow, Ed Hardesty, Tiffany Cossey, and Mark Elliff.

During Closing Comments, Mr. Snow thanked everyone for the comments on everything regarding the Rock Stadium, he also wished lucked to all the spring sports that are beginning. Mr. Elliff thanked the Police Department and the Fire Department for their quick response to the school incident.

Ms. Blankenship made a motion, seconded by Ms. Otero, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 8:02 p.m.

_____

Dan Rife, Mayor

_____

Miranda Deal, City Clerk

PROCLAMATION

WHEREAS, **in this day in age we are reminded of the extraordinary importance of maintaining a clean and health environment; and**

WHEREAS, **the global community faces challenges such as health issues, food and water shortages, and economic struggles; and**

WHEREAS, **all people, regardless of race, gender, income, or geography, have a right to a healthy, sustainable environment with economic growth and opportunity; and**

WHEREAS, **we are all caretakers of our planet and have an obligation to combat climate change and environmental degradation to preserve the Earth's beauty and resources; and**

WHEREAS, **it is necessary to broaden and diversify this global movement to achieve maximum success; and**

WHEREAS, **this year marks the 53rd anniversary of the Earth Day movement, let it be known that the City of Carthage, Missouri, encourages all businesses, institutions, and individuals to celebrate the Earth and commit to caring for the planet and its resources**

NOW, THEREFORE, I, Dan Rife, Mayor of the City of Carthage, Missouri, do hereby proclaim April 22, 2023, as

EARTH DAY

In the City of Carthage, and I encourage the Carthage community to combat climate change and environmental degradation, support green economy initiatives, and to encourage others to undertake similar actions.

Dan Rife
Mayor

ARBOR DAY PROCLAMATION

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fire and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal,

NOW, THEREFORE, I, Dan Rife, Mayor of Carthage, do hereby proclaim April 28, 2023, to be

ARBOR DAY

in the City of Carthage, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands,

and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED this 28th Day of April, 2023.

Dan Rife

Mayor, City of Carthage

MSSU® SPONSORED

EXPERIENCE

FOOD TRUCK FRIDAY

CENTRAL PARK • CARTHAGE, MO

APRIL 14 • 11 AM - 9 PM

CARTHAGE CENTRAL PARK
714 S. Garrison Ave., Carthage, MO

KUSTOM AUTOWORKS

SPONSORED

FOOD TRUCK FRIDAY

GLOW IN THE PARK TRUCK SHOW

12 MAY | 11AM TO 9PM

TRUCK LIGHT SHOW BEGINS AT SUNSET

CENTRAL PARK, CARTHAGE, MO

FOOD. MUSIC. LIGHTS. FUN

EXPERIENCE FOOD TRUCK FRIDAY

CITY OF CARTHAGE MAPLE LEAF CITY Missouri

PARTICIPATING VENDOR INFORMATION

Sponsored

AMERICAN RAMP COMPANY

FOOD TRUCK FRIDAY

PUMPTRACK

FRIDAY, JUNE 9, 2023 • 11:00 AM TO 9:00 PM • CENTRAL PARK, CARTHAGE, MO

Join us for Food Truck Friday in June for food, entertainment and a pumptrack provided by American Ramp Company.

What is a pumptrack? A pumptrack is a progressive kind of structure that uses an up and down 'pumping' motion to propel the bicycle forward instead of pedaling. These are perfect for practicing balance, learning skills and improving confidence on the bike. They are safe and fun to ride for all ages and skill levels.

Experience the pumptrack yourself or with the whole family and friends, while enjoying music and your favorite foods from your favorite food trucks!

FOOD. MUSIC. BICYCLING

Hess Brothers BICYCLE

CITY OF CARTHAGE MAPLE LEAF CITY Missouri

EXPERIENCE FOOD TRUCK FRIDAY CENTRAL PARK CARTHAGE, MO

City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

March 28, 2023 - 5:00 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

MEMBERS PRESENT: Trudy Blankenship, Robin Blair, Tiffany Cossey. Robin Harrison was absent.

OTHER COUNCIL MEMBERS: Mayor Dan Rife, David Armstrong

STAFF PRESENT: City Administrator Greg Dagnan and City Clerk Miranda Deal

Vice-Chair Trudy Blankenship called the meeting to order at 05:00 PM.

2. Old Business

1. Approval of March 14, 2023 Minutes

ACTION: Motion to accept/approve item 2.1. by Tiffany Cossey. Motion passed with a 3:0

AYES: Trudy Blankenship, Robin Blair, Tiffany Cossey

2. Review & Approval of the Claims Report

ACTION: Motion to accept/approve item 2.2. by Robin Blair. Motion passed with a 3:0

AYES: Trudy Blankenship, Robin Blair, Tiffany Cossey

3. Citizens Participation

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)

4. New Business

1. Staff Reports

Mr. Dagnan reported that City Attorney Nate Dally wrote a letter to Dick Horton Consulting after the last meeting letting him know what the committee approved to be paid. He has not received any response at this time.

5. Adjournment

ACTION: Motion to adjourn at 5:02 PM by Tiffany Cossey. Motion passed with a 3:0

AYES: Trudy Blankenship, Robin Blair, Tiffany Cossey

Respectfully submitted,
Miranda Deal

--NOTICE OF MEETING--

PUBLIC WORKS COMMITTEE

April 4, 2023

5:30 PM

CITY HALL

326 GRANT STREET

COUNCIL CHAMBERS

-- AGENDA—

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting

NEW BUSINESS

1. Hay Contract
2. Sidewalk Agreement
3. Vacating Roads

OTHER BUSINESS

STAFF REPORTS

-Zeb Carney & Greg Dagnan

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: 3/31/2023

BY: Rachel Sutherland

PUBLIC WORKS COMMITTEE

Public Works Department 623 E 7th Carthage MO 64836
Tele: (417) 237-7010 *Fax:* (417) 237-7011

"America's Maple Leaf City"

4-4-2022 PUBLIC WORKS COMMITTEE MEETING MINUTES

Committee Members present: David Armstrong, Brandi Ensor, Robin Blair and Ed Hardesty.

Staff Members present: Zeb Carney, Public Works Director, Greg Dagnan, City Administrator and Rachel Sutherland, Public Works Administrative Assistant.

Citizens: John Hacker

Chairman David Armstrong called the Public Works Committee meeting to order at 5:30 p.m.

A motion was made by Ed Hardesty to accept the minutes from the February 7, 2023 Committee meeting. All ayes, motion passed.

New Business:

1. Hay Contract with Jason Peters was discussed; Jason will fertilize and keep up the field.

Brandi Ensor made a motion to send to City Council, all ayes, motion carried.

2. Discussion of Sidewalk HH to Fir Rd-TAP #6. This will connect 160 homes in two neighborhoods making it much safer for children.

Robin Blair made a motion to send to City Council, all ayes, motion carried.

3. Vacating Roads McGregor to High. Deed to the Easement would be given to the adjoining property owners direct East and West. This will alleviate the City from having to mow and maintain this property. David feels this will be good for the City.

Ed Hardesty made a motion to send to City Council, all ayes, motion carried.

Staff Reports:

Zeb reported on the following:

- Last Friday Bill Smith and Zeb checked on a report of raw sewage on the ground at a residence for a second time. The homeowner had previously been offered help that would have benefited him greatly for repairs to the home. He refused the help, a No Trespass was posted on the residence and all utilities were pulled.
- Blevins is to have asphalt laid at Oak St., River St., and a section of Grand St. starting April 24th.
- Spire Gas is still replacing gas mains and have a projected end date of the 2nd quarter of 2029.
- 62 loads of shot rock were used at Spring River to stop bank erosion caused from flooding. We have signed a contract with the Army Corp of Engineers for repairs. Greg complimented Zeb on being proactive.
- ESM is requesting Annexation to the City.
- Work on Fir Rd. has been postponed pending a Grant.

Greg reported on the following:

- Waiting on MoDot to call him and discuss the situation with the Railroad and Bridge repair. Working with Melissa Sherman on this.
- All Department Heads have been very helpful in making the budget balance. Zeb commented that this has been the easiest Budget Hearing in a long time.

No further discussion by committee.

Brandi Ensor made a motion to adjourn the meeting at 6:05 p.m. All ayes, motion carried.

City of Carthage, Missouri

PUBLIC SERVICES COMMITTEE

April 4, 2023 - 6:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. **Call to Order**
2. **Old Business**
   1. Approval of Previous Minutes.
3. **Citizen Participation**
   (Citizens wishing to address the Council or Committee should notify the City in advance and provide the item they want to address in written format at least 24 hours before the meeting. Please call Chelsea Cholley at the Parks & Recreation office at 417-237-7035, or email c.cholley@carthagemo.gov.)
4. **New Business**
   1. Consider and Discuss Change Order for Park Bathrooms.
   2. Consider and Discuss Pool Renovation.
5. **Staff Reports**
6. **Other Business**
7. **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

City of Carthage, Missouri
PUBLIC SERVICES COMMITTEE

April 4, 2023 - 6:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

2. Old Business

1. Approval of Previous Minutes.

ACTION:	Motion to accept/approve item 2.1. by Ed Hardesty; second by None; Motion passed with a 4:0
AYES:	Ceri Otero, Ed Hardesty, Trudy Blankenship, Brandi Ensor
NOES:	None
ABSTAIN:	None

3. Citizen Participation

(Citizens wishing to address the Council or Committee should notify the City in advance and provide the item they want to address in written format at least 24 hours before the meeting. Please call Chelsea Cholley at the Parks & Recreation office at 417-237-7035, or email c.cholley@carthagemo.gov.)

4. New Business

1. Consider and Discuss Change Order for Park Bathrooms.

Ms. Almandinger stated that the change order that she is presenting is to add heating and insulation to the bathrooms we ordered. She stated that it was intended to have this already in the order and it was overlooked. Ms. Amandinger stated that there should not be a problem adding this budget wise due to it being $685,000 dollars under budget originally. The additions will cost $39,000 each for the Carter and Municipal Park restrooms and $19,500 for the Griggs Park restroom. Mr. Hardesty motioned to approve an emergency purchase for the change order to add heating and insulation to Carter and Municipal Park restrooms costing $39,000 each and Griggs Park restroom costing $19,500, for a total of $97,500.

ACTION:	Motion to accept/approve item 4.1. by Ed Hardesty; second by None; Motion passed with a 4:0
AYES:	Ceri Otero, Ed Hardesty, Trudy Blankenship, Brandi Ensor
NOES:	None
ABSTAIN:	None

2. Consider and Discuss Pool Renovation.

Ms. Almandinger stated that after a review done by Westport Pools, it was determined that it would be possible to get the pool up to safety standards to be able to have it ready for this next season. Ms. Almandinger provided a quote from Westport Pools which showed in red the items what would be necessary to be able to open the pool safely and the total of those items came to $92,700. The $92,700 did not include the wading pool safety requirements and the wading pool would have to be closed because it does not have its own filtration system. Ms. Blankenship stated that she felt it would be important to try and get the wading pool open for this season. It was determined by the quote that was already provided, that it could cost at least $80,000 more to add an additional separate filter and chemical treatment system for the wading pool. Committee members agreed that it would be important to allow funds to be able to repair what is needed to open the pool as well as open the wading pool. It was discussed that there may need to be more costs associated with opening the kiddie pool as well, and so the committee agreed to fund up to $215,000 after Ms. Almandinger speaks with Westport Pools and gets a contract. Ms Almandinger stated that she reached out to many companies who would provide this type of work but it was only Westport Pools who would be able to provide us with this scope of work entirely. Mr. Hardesty motioned for an emergency council bill to contract with Westport pools in the amount of $92,700 to repair all items to safely open the pool with addition to the wading pool for use of this season.

ACTION:	Motion to accept/approve item 4.2. by Ed Hardesty; second by None; Motion passed with a 4:0
AYES:	Ceri Otero, Ed Hardesty, Trudy Blankenship, Brandi Ensor
NOES:	None
ABSTAIN:	None

5. Staff Reports

Ms. Almandinger provided information to clarify what will be going into the surfacing at the Kellogg Lake plaground. She stated it is Engineered Wood Fiber that will come with a 15 year warranty that will be 8-12 inches deep. She stated that the location is in an area that the city engineer doesn't believe will be affected by floods but if it is, it will be easy to replace. Ms. Almandinger stated that she is working with Memorial Hall to use funds that were allotted, to replace ceiling tiles that have needed to be repaired. Ms. Almandinger stated that after reviewing the Civil War Museum Video and getting a better understanding of what is was that we are looking for, she was able to request bids from 3 local companies to receive bids and we received a bid that was priced extremely well and, since it is only $1250 and meets purchasing polices, she will be moving forward with FilmAshton.com out of Joplin to complete the video. Ms. Almandinger stated that the Pro shop merchandise is doing well, even with a lower round count in March the revenue was higher. She stated that since starting the new Membership Pricing option, one family has purchased a membership.

6. Other Business

7. Adjournment

City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

April 10, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. **Call to Order**
2. **Old Business**
   1. Approval of March 13, 2023 Minutes
3. **Citizens Participation**
   (Citizens wishing to speak should notify Department Head or Committee Chair in advance)
4. **New Business**
   1. Consider and Discuss Forensic Audit
   2. Consider and Discuss contract with Westport Pools for repairs of the Municipal Park Swimming Pool
   3. Consider and Discuss Agency Contracts
   4. Review Revenue Estimates for Fiscal Year 2023-2024
   5. Staff Reports
5. **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

City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

April 11, 2023 - 5:00 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. **Call to Order**
2. **Old Business**
   1. Approval of March 28, 2023 Minutes
   2. Review & Approval of the Claims Report
3. **Citizens Participation**
   (Citizens wishing to speak should notify Department Head or Committee Chair in advance)
4. **New Business**
   1. Staff Reports
5. **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

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Darieus K. Adams
Western District Commissioner

JASPER COUNTY COMMISSION

302 S. Main ST
Carthage, MO 64836

Carthage: 417-358-0421
Joplin: 417-625-4350

Toll Free: 800-404-0421
Fax: 417+358-0483

COMMISSION AGENDA
APRIL 4, 2023
9:00 A.M.
JASPER COUNTY COURTHOUSE ROOM 101

1. CALL TO ORDER
   PRAYER
   PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
4. PRESENTATIONS
5. REPORTS AND COMMUNICATIONS
6. ELECTED OFFICIALS/CITIZENS REQUESTS
   - **County Clerk-Present Back Tax Aggregate Abstract**
7. COMMISSIONER'S REPORTS
8. UNFINISHED BUSINESS
9. NEW BUSINESS
   - **Surplus Fir Road Property**
10. PUBLIC HEARINGS

PUBLIC PARTICIPATION FROM AUDIENCE WHEN ADDRESSED YOU WILL BE ALLOWED THREE MINUTES TO SPEAK.

ELECTED OFFICIALS/CITIZENS WISHING TO BE HEARD UNDER ELECTED OFFICIALS/CITIZENS REQUEST MUST REQUEST TO SPEAK TO COMMISSION BY 4:00 P.M. ON THE FRIDAY PRIOR TO THE COMMISSION MEETING ON TUESDAY. CITIZENS SPEAKING TIME WILL BE LIMITED TO FIVE MINUTES.

THE NEWS MEDIA MAY OBTAIN COPIES OF THIS NOTICE BY CONTACTING:
COMMISSION OFFICE, 302 S. MAIN, COURTHOUSE, ROOM 101, CARTHAGE 417-358-0421

NOTICE POSTED MARCH 24, 2023 AT 4:00 P.M. (RSMO 610.020)

Planning, Zoning, & Historic Preservation Commission

Meeting Minutes

April 3, 2023/ 5:30 PM / City Hall Council Chambers

Members Present: Jim Hunter, Jim Swatsenbarg, Bill Barksdale, & Josh Anderson

Members Absent: Alan Bull

Staff & Council: Greg Dagnan, Zeb Carney, Mark Elliff, & Julie Tilley

Presenters: Jeff Meredith & Kelly DeVrise

The meeting was called to order at 5:30pm by Jim Hunter, Chairman

Approval of Previous Meeting Minutes

- Motion by Bill Barksdale to approve the previous meeting minutes, seconded by Josh Anderson - All present voted in favor, minutes were approved

Public Hearings

#1- Request for Annexation of Property known as 2213 Missouri Ave.

- Jeff Meredith made an introduction of the property and the company representative, Kelly DeVries
- The property is not currently within the city limits but voluntarily ask for annexation
- It was discussed that this action would aid in the elimination of areas known as“donut holes or loopholes” within the city boundaries, those are areas that are not incorporated in the city but are surrounded by properties that are within the city limits, the city is actively trying to eliminate such cases

  Jim Swatsenbarg moved to approve the annexation of property know as 2213 Missouri Ave, seconded by Bill Barksdale - All present voted in favor, the motion passed

#2- Request for Rezoning (contingent upon annexation approval) of the property known as 2213 Missouri Ave.

- The property will be zoned Light Industrial, it currently had no zoning because it wasn’t within the city limits until item No. 1 of this agenda was passed
- There are adjacent properties zoned Light Industrial already, the zoning is appropriate for its surroundings

  Bill Barksdale moved to approve the rezoning request, seconded by Jim Swatsenbarg - All present voted in favor, the motion passed

New Business

- n/a

Old Business

- Discuss establishment of 353 Corporation
    - General discussion was had regarding the verbiage of the Articles of the Corporation and the Council Bill.
    - Particular discussion was had over the verbiage of Section III: Statutory Requirements; No. 3 regarding the "deeming" of historical structures. The original draft read as follows:

      3. If the project involves a building(s) deemed historical or contributing to a historic district, the project shall restore the property in a manner faithful to its historical context.

      The revised requirement shall read as follows:

      3. If the project involves a building(s) ***previously deemed historical & contributing*** *to a historic district, the project shall restore the property in a manner faithful to its historical context.*

  Jim Swatsenbarg moved to accept the revised wording for Section III: Statutory Requirements; No. 3, seconded by Bill Barksdale - All present voted in favor, the motion passed

    - Particular discussion was had over the verbiage of Section VII: Post Hearing; No. 1, Letter c. It was decided that the first three words should be removed. The original draft read as follows:

      c. Amendment of plan if the city council approves a development plan, that plan shall not thereafter be amended without the consent of the corporation which proposed the approved plan.

      The revised wording shall read as follows:

      c. ***If*** *the city council approves a development plan, that plan shall not thereafter be amended without the consent of the corporation which proposed the approved plan.*

  Bill Barksdale moved to accept the revised wording for Section VII: Post Hearing; No. 1; Letter c., seconded by Jim Swatsenbarg - All present voted in favor, the motion passed

- Discuss City Comprehensive Plan
    - General discussion was had about the basics of the Comprehensive Plan
    - The time frame is urgent but not dire
    - Jason Eckhart will attend the next P,Z, & HP meeting to discuss the Comprehensive Plan further

  Jim Swatsenbarg moved to table the Comprehensive Plan until the next meeting to give the commission more time to review the plan, seconded by Josh Anderson - All present voted in favor, the motion passed

At 6:33pm Jim Swatsenbarg moved to adjourn the meeting, seconded by Bill Barksdale - All present voted in favor, the meeting was adjourned.

The next meeting is scheduled for May 1, 2023 at 5:30pm in the City Council Chambers

City of Carthage, Missouri

TREE BOARD

April 4, 2023 - 4:30 PM
Parks & Recreation Office
720 Robert Ellis Young Drive
Carthage, MO 64836

MINUTES

1. Old Business

1. Approval of Previous Minutes.

ACTION:	Motion to accept/approve item 1.1. by Bryan Stringer; second by Jason Cutler; Motion with a 3:0
AYES:	Noah Smith, Bryan Stringer, Jason Cutler
NOES:	None
ABSTAIN:	None

2. Citizens Participation

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)

3. New Business

1. Arbor Day.
   Mr. Smith reviewed the plans for the Arbor Day event. Mr. Cutler has ordered the tree and the Parks Department will be picking it up. Mr. Smith stated that he is awaiting the response of the elementary school administration but the plan is to hold the event outside.
2. City of Carthage Earth Day.
   Mr. Smith stated that he was not able to attend the last meeting for the City of Carthage Earth Day but was informed that there were no big changes. The Tree Board will have a booth that will be handing out seedlings. There will be many other local organizations doing kid-friendly activities. There will be a tree planting ceremony at 12:00pm with a Pink Dogwood donated by the Carthage Dogwood Group. The Tree board will help determine the best location for the tree to thrive. The next Earth Day meeting is April 19th and the event will be held on April 22nd.

4. Staff Reports

5. Other Business

6. Adjournment

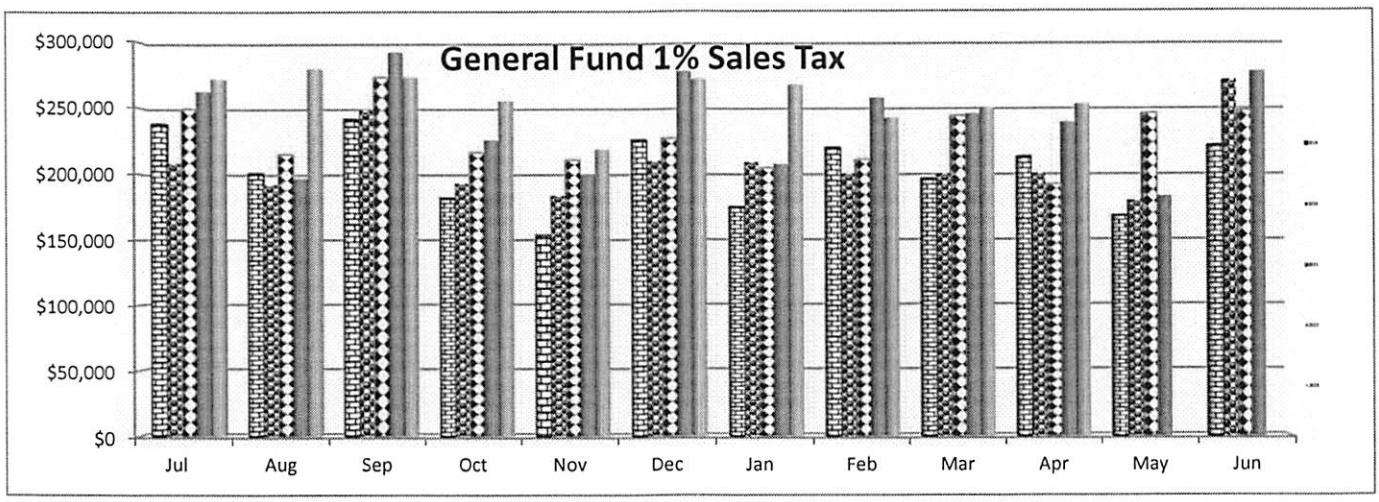
SALES TAX REPORT (UNAUDITED)

For the Month of: April FY 2022-23

City's 1% General Fund Sales Tax

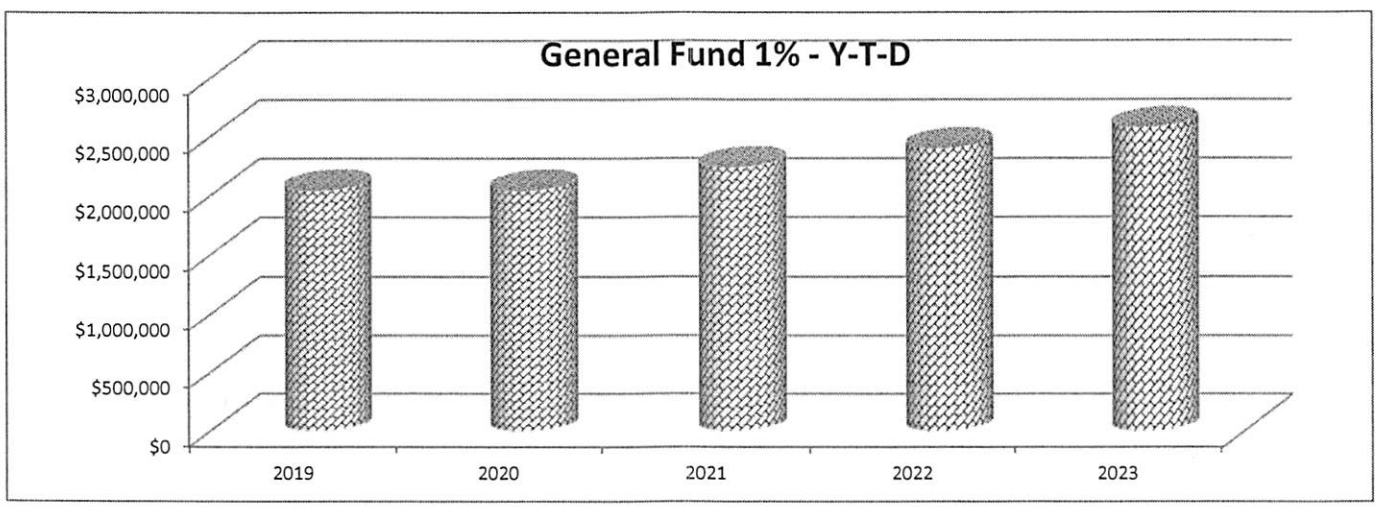
Current Month:	$ 251,855.78	Anticipated:	$ 227,542.96	% Difference	10.68%

	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Current Month	$ 212,351.00	$ 199,963.36	$ 191,471.68	$ 238,236.11	$ 251,855.78
% Change		-5.83%	-4.25%	24.42%	5.72%
$Change		-$ 12,387.64	-$ 8,491.68	$ 46,764.43	$ 13,619.67



Year-To-Date:	$ 2,577,264.77	Budgeted:	$ 2,728,601.00	% Difference	5.55%

	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Y-T-D	$ 2,042,074.17	$ 2,041,206.44	$ 2,238,160.30	$ 2,398,237.77	$ 2,577,264.77
% Change		-0.04%	9.65%	7.15%	7.46%
$Change		-$ 867.73	$ 196,953.86	$ 160,077.47	$ 179,027.00



Comments:

Currently, City Sales Taxes total 2.750%. This includes 1% General, .5% Transportation, .5% Capital Improvements, .5% Parks/Stormwater, and .25% Fire. Numbers are shown as received by the City. Receipts lag collections by approximately 2 months. The Total Sales Tax rate will go to 8.35% in about December with the passage of the 911 tax at the August 3, 2021 election and includes State and County amounts with the passage of the County's 1/4% Sales Tax for the Juvenile Center and Courthouse work in October 2016 with an approved extension until 2035. The General Fund Sales Tax (1%) receipts for 2023 showed an increase of 5.72% from the same month last Fiscal Year. This amounted to approximately $13,619 more than the same month last year. Overall, the City had budgeted an increase of 5.18% from the previous year's budgeted amount, primarily due to the COVID pandemic along with other revenue sources in the City's budget for fiscal year 2022. Current Fiscal Year sales tax revenue is 7.46% higher than the previous fiscal year.

USE TAX REPORT (UNAUDITED)

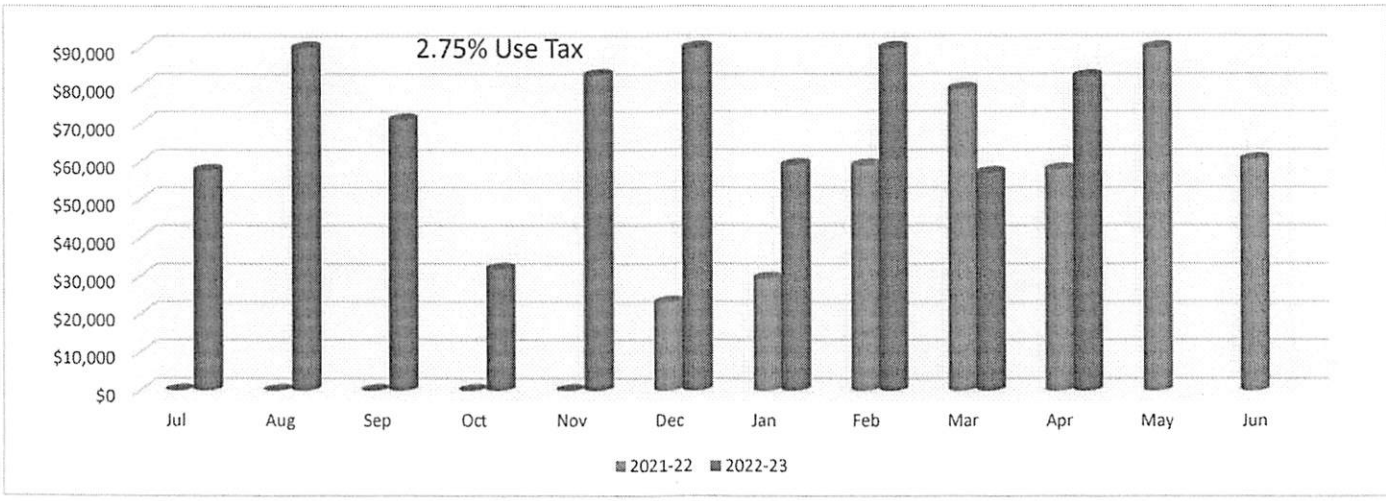
For the Month of: April FY 2022-23

2.75% Use Tax

9

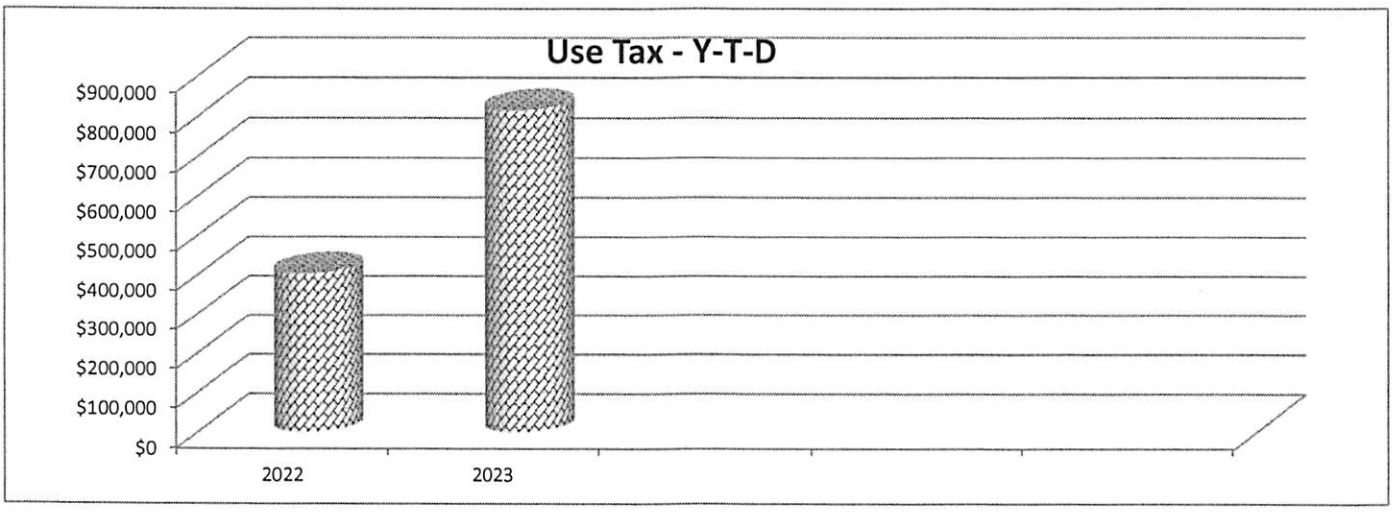
Current Month:	$ 82,560.83	Anticipated:	$ 64,239.87	% Difference	28.52%

	FY 2022	FY 2023
Current Month	$ 58,040.93	$ 82,560.83
% Change		42.25%
$Change		$ 24,519.90



Year-To-Date:	$ 815,270.66	Budgeted:	$ 704,294.18	% Difference	-15.76%

	FY 2022	FY 2023
Y-T-D	$ 403,605.00	$ 815,270.66
% Change		102.00%
$Change		$ 411,665.66



Comments:

The Department of Revenue received notification by the City-as required by Section 144.757- RSMo, that it had imposed a 2.75% City local option **Use Tax** at the same rate as the local sales tax rate. The tax became effective October 1. 2021 with no expiration date. The City had indicated that it would distribute the funds as follows:
30% Public Safety; 30% Roads & Bridges and 40% Parks & Recreation for the first 3 years of collections. City receipts lag collections by approximately 2 months. Monthly use tax distributions are distributed by means of electronic fund transfers from the State to the City.
The Missouri Municipal League's estimate for the first year collections was approximately $704,294. We have used this estimate for the 2023 FY Budget.

City Administrator's Report 03/24/2023-04/072023

City Staff and Internal Projects

- Planning and Zoning reviewing City Comprehensive Plan to forward to Council (Planning and Zoning, Public Works, Engineering and Administration)
- Budget Process continues (All departments) Revenue and Contracts were presented to Budget Committee.
- Work for new Website continues to be deployed July, 1
- 353 Tax Abatement presented to council tonight
- The Mayor and I met with the EPA about the Jasper County Superfund site. There will be more information provided to the council during the last council meeting in April.
- Admin Asst. for Admin Office hired
- Color Code training with City Hall Staff
- Budget Hearings with Department Heads and Mayor
- Interviews with Forensic Auditor candidate

Community

- TAC meeting with MoDOT (Highways and Bridges)
- Met with citizen regarding the future of Cedar Hill Cemetery
- GRO Meeting
- Jasper County Commission Meeting
- Region M Board Meeting

Meetings

- Area City Managers Meeting
- Planning and Zoning Committee
- Jasper County Emergency Services Board Meeting
- Public Services Committee

- Economic Development Director
- Chamber Director
- Contract Negotiation Meetings
- Several Meetings with Mayor and various department heads

Upcoming

- **Council Planning session to be scheduled after the April Election.**

COUNCIL BILL NO. ___23-19___ **ORDINANCE NO. _____**

An Ordinance authorizing the Mayor to enter into a contract with the Fair Acres Family Y, Inc. for Management of the Aquatic Facilities for the years 2023, 2024, and 2025 in the amount of $100,000.00 per year in the City of Carthage, Missouri.

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 enter into a Management contract with the Fair Acres Family Y, Inc. to manage the Aquatic Facilities owned by the City of Carthage for 2023, 2024 and 2025, for $100,000.00 per year, a copy of which 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 _____, 2023.

_____
Dan Rife, Mayor

ATTEST:

_____
Miranda Deal, City Clerk

Sponsored by: Public Services Committee

Pool Management Agreement

THIS CONTRACT is made as of this ____ day of _____, 20____ by and between the City of Carthage, located in Missouri, hereinafter called "City" and Fair Acres Family Y, Inc., a non-profit company, hereinafter called "YMCA".

WHEREAS, the City owns the Municipal Pool in Municipal Park and the Wading pool in Central Park; and

WHEREAS, the City desires to retain YMCA to manage the operations of their pool facilities; and

WHEREAS, YMCA possesses the expertise and experience necessary to provide pool management services to the City.

NOW, THEREFORE, for and in consideration of mutual covenants herein contained, it is agreed as follows:

Section 1. Representations and Warranties of YMCA.

YMCA hereby represents and warrants as follows:

- Under this agreement, YMCA will manage the operations of both pools as per the scope of duties outlined in Section 2.
- YMCA is a non-profit company, organized in the State of Missouri.
- YMCA warrants and represents that its services provided under this Contract will at all times be performed and delivered in a competent, skillful and workmanlike manner and will in all respects be fit for their intended purposes.
- YMCA warrants and represents that it is duly qualified to do business in Missouri and that it possesses all necessary authority to transact business in the state.

Section 2. Services to be provided by YMCA.

YMCA shall provide the following managerial and operational services:

2.1. Operations and Maintenance of Pools.

- YMCA shall provide for the operation of the pools during the following hours

Municipal Park Pool	Saturday of Memorial Day to the Second Weekend in August
Monday - Friday:	Noon – 6:00 p.m.
Saturdays:	Noon - 6:00 p.m.
Sundays:	1:00 – 6:00 p.m.
Central Park Pool	Open by the 10th of June to the Second Weekend in August.
Monday – Friday	Noon – 4:00 p.m.

Pool hours may decrease or increase, based on need or holiday. The YMCA may close the pool for up to two swim meets (3 days) without authorization from the City. Additional days and swim meets with approval of the Parks Director.

- YMCA is solely authorized to conduct swimming instruction, water exercise programs, and swim team activities. Private parties will be scheduled by YMCA and staffed by YMCA personnel at the rate of $200 for Municipal and $75 for Central for 2 hours. In general, the YMCA agrees to provide the personnel necessary to organize, publicize, manage and operate the City's swimming pool facilities. Also, the YMCA agrees to be liable for the operating costs incurred by these programs.

2.2 Spring Opening: Access to the facility for this preparation work is to be coordinated with the Director of Parks and Recreation.

YMCA will:

- Set up, clean and prepare for usage of all movable equipment, including tables, chairs, lounges, umbrellas, lifeguard chairs, etc.
- Place lifeguard chairs.
- Check and test equipment, i.e. chemical feeders, etc. and report status to Director of Parks and Recreation.
- Check diving boards and towers.
- Furnish, store and inject necessary chemicals for operation of the pools.
- Clean pool area within the pool enclosure.
- Clean the locker room and restroom facility daily.
- Be responsible for check out and handling of facility keys to staff.

City will:

- Clean pools.
- Fill pools.
- Install diving boards, ladders, shade and umbrella tarps.

2.3 Operation of The Pools

YMCA will use reasonable care and diligence to provide the following services for the operation of the Pools:

- Maintain records attendance, sales and purchases.
- Furnish and supply necessary consumable first aid supplies adequate to the size of each pool facility. First aid kit will include a pocket mask with a one-way valve, and a bodily fluid exposure kit. YMCA shall provide first responder first aid kits, including rubber gloves and pocket mask with one-way valve, for all on-duty personnel.
- Provide a backboard for the pool at the Municipal Park.
- Provide rescue equipment for lifeguards.
- Vacuum pools. Each pool will be vacuumed entirely a minimum of one time a week to maintain a clean appearance and be free of all debris.

- Work with the Director of Parks and Recreation in handling complaints. YMCA will retain a record of all problems brought to their attention
- Conduct in-service training as per guidelines of Red Cross or equivalent.
- The City will review this log at weekly intervals. A daily log of communication will be kept in the manager's office.
- Keep detailed records of any pullouts where a lifeguard enters the water for a rescue, describing the circumstances surrounding the incident and denoting the specific location of the pull out.
- Clean the facility, including: guard and manager office areas, bathhouse, all areas within the fencing, and restrooms. When possible cleaning to be completed outside of operational hours.
- Maintain water chemistry tests and records as required by the State.
- Pricing for the community will be as follows:
    - YMCA members free
    - $3 general admission

2.4 Fall Closing / Winterizing

YMCA will:

- Remove and store movable equipment.
- Clean outdoor restrooms, lifeguard room, pump room, breezeway entry, deck area, storage areas, etc.
- Remove hair and debris from hair and lint traps.
- An end of season inspection shall be conducted immediately upon conclusion of the pool season, and a written report submitted to the Director of Parks and Recreation. The YMCA shall perform reasonable inspections of all equipment and advise the owner of needed repairs and/or replacement of defective, worn, or damaged equipment in the year-end written report.
- The YMCA shall also be responsible for inspecting pool signage and shall advise the City of any needed replacements to ensure safe pool operations.
- Return all keys to the Director of Parks and Recreation.

City will:

- Drain and store hoses.
- Drain filtration system.
- Drain all plumbing necessary for winter
- Drain appropriate pools.
- Store all ladders, check diving boards and furniture.
- The cost of any necessary winterizing will be borne by the City.

2.5 Operational Supplies/Utilities

YMCA will:

- Furnish necessary chemicals and first-aid supplies as specified, for the pool operation during the season.
- Furnish all equipment supplies necessary to operate the pool.

- Provide janitorial supplies (paper towels, soap, trash bags, toilet paper, cleaners and light bulbs) for the facility.
- Be responsible for the care of City property used for the operation of Pools and said equipment shall be returned to the City at the end of the season in the same condition as received, reasonable wear and tear expected.
- Try to prevent losses and damages to City owned property during hours of operation.

Damaged or malfunctioning equipment should be reported immediately to the Director of Parks and Recreation. A checklist of City owned equipment will be filled out by the City and YMCA each year at opening and closing.

City will:

- Maintain, backwash and operate the filter equipment in accordance with manufacturers' requirements.
- Furnish water, telephone, electricity, gas and internet and pay for the same.
- Provide pool vacuum for cleaning and necessary chemical disbursement equipment.
- Provide four (4) sets of keys for locks that access the pool, bathhouse and equipment areas.

2.6 Maintenance and Replacement of City Owned Equipment

Repairs and replacement of equipment needed during the season to continue the operation of Pools and to maintain health and safety standards shall be the responsibility of the City. The City is responsible for the maintenance and replacement of the buildings, structures, utilities, and surrounding areas including shrubbery.

Section 3. Personnel

- The YMCA shall furnish sufficient personnel for the operation of a safe and sanitary pool.
- All lifeguards will hold a minimum qualification of an advance lifeguarding certificate from Red Cross or equivalent. All certifications must be current. Staff will be at least 15 years of age. Said personnel will be furnished in a manner to operate the facilities in the safest manner possible and in the best interests of the City.
- All management personnel (pool manager, pool assistant manager and head guards) shall be trained in administering first aid, CPR and the function and operation of Spinal Backboards
- All staff must be uniformly identified at all times in Lifeguard uniform clothing.
- All personnel employed by the YMCA in the performance of fulfilling a contract for the operation of the Pools shall be considered employees of the YMCA and not the City. All personnel employed by the YMCA shall be paid in accordance with the minimum State and Federal Wage and Hour Laws.
- The YMCA shall be responsible for the payment of all employment taxes and Social Security taxes related to the employment of said personnel.
- The YMCA shall provide the Parks and Recreation Director with a list of current employees including names, addresses, age, certifications of every employee working on the City's property upon request.
- The YMCA shall have the authority to close the Pools during inclement weather. The YMCA shall have the personnel available seven (7) days a week, to attend to any problems that may

arise.

- Additionally, The City may determine if the facility will be closed for the day.

The pool shall normally be staffed for all public session swimming times at the following typical levels.

_2_ Pool Manager, Assistant manager, or Head guard
5-6 Lifeguards at the Municipal Pool
_1_ Lifeguards at the Central Park Wading Pool
1-2 Concessions/Gate

Section 4. Method of Payment.

The undersigned, having examined and being familiar with the conditions affecting the service desired to be performed as outlined in the specifications and other contract documents relating to both Pools hereby agrees to perform everything required and to provide and furnish any and all labor, materials, chemicals, tools, and expendable equipment necessary to operate the Pools in a safe, healthy, sanitary and efficient manner, in strict accordance with aforementioned contract documents for the sum hereafter specified. The YMCA agrees to provide all items as listed in the accompanying specifications as part of the base bid "Management Fee".

Due	2023
April 15	$ 20,000
May 15	$ 20,000
June 15	$ 20,000
July 15	$ 20,000
August 15	$ 20,000
Total Management Fee Bid	$100,000

- This contract is a three year contract for $100,000 each year for three (3) years with no increase. This amount includes 4th of July community free swimming and extended hours at no charge for that holiday. Includes:
  - Time and a half for employees
  - 8 hours open (instead of 6)
  - No gate fees on that day

Section 4(b) Expiration of Contract

If neither party terminates this contract, it shall automatically terminate and expire three years from the date of the execution of this contract. Either party may terminate this agreement according to the terms of this contract.

Section 5. Health and Safety Standards

YMCA shall meet all Local, State and Federal requirements as they relate to its operation.

The City shall have the ultimate authority and responsibility for compliance with the Virginia Graeme Baker Pool and Spa Safety Act and Americans with Disability Act compliance. YMCA shall communicate with the Parks and Recreation Director about any violations it observes under the Acts.

Section 6. Services to be Provided by City

The City will be responsible for the maintenance and replacement of the buildings, structures, utilities and surrounding areas including shrubbery, except policing for trash, waste, garbage and other debris.

The City shall provide YMCA four sets of keys for locks that access the facility.

Section 7. Insurance:

YMCA shall procure and maintain, for the duration of the contract, insurance of the types and minimum amounts as follows and name City as an additional named insured.

7.1 Worker's Compensation Insurance

YMCA shall procure and shall maintain during the Term of the Agreement, Worker's Compensation Insurance for all of its employees to be engaged and perform work under the Agreement.

7.2 Comprehensive General Liability Insurance.

YMCA shall carry commercial general liability which includes bodily injury and property damage. The policy will include protection for and subject to the minimum limits set forth below:

General Liability $1,000,000 each occurrence/$2,000,000 Aggregate combined single limit bodily injury and property damage.

The policy will include protection for the following hazards:

- Premises and Operation
- Independent YMCA's Coverage
- Products and Completed Operations Liability Coverage
- Personal Injury Liability
- Broad Form Property Damage
- Shall name the City as an additional insured

7.3 Satisfactory Coverage.

The insurance which YMCA is required to obtain and maintain pursuant to this Section shall be written by a company or companies licensed to do business in the State of Missouri. YMCA shall not allow any policies to be canceled or permit the policies to lapse during the Term of the Agreement.

7.4 Indemnification.

YMCA shall, at its sole cost and expense, indemnify, hold harmless and protect the City, including its officers and employees, from and against any and all claims, damages, costs or expenses (including court costs and reasonable attorney's fees) for any claim arising out of YMCA's negligent acts under this Agreement; provided, however, that this hold harmless and indemnification shall not apply where such claims, actions, damage, liability, or expenses result from any omission, fault, negligence, or misconduct on the part of the City, its agents, servants, employees, YMCAs, or licensees. Notwithstanding the foregoing, YMCA's indemnity obligations are limited solely to the extent directly caused by YMCA's fault or negligence.

Section 8. Independent YMCA

YMCA is retained by City only for the purposes of, and to the extent set forth in, this Contract, and the relationship of YMCA with City under this Contract during the term of this Contract shall be that of an independent YMCA and not an employee, partner, member, owner, officer, director or other agent of City. YMCA agrees to devote sufficient time, effort, resources, ability, skill and attention as may be necessary for YMCA to perform the services required to be provided to City under this Contract, but performing such services subject to the provisions of this Contract, all applicable laws, rules, regulations governing the business of YMCA and the work to be performed hereunder.

YMCA shall not be considered by reason of the provisions of this Contract or otherwise as being an employee of City. This Agreement will not be deemed to create a partnership, joint venture, agency or fiduciary relationship between the parties. YMCA shall have no right to bind City to any agreement with any other person or entity and is not authorized to act for City in any manner except as expressly set forth in the Agreement.

Section 9. Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address described below or at such other address as the receiving party may have theretofore prescribed by notice to the sending party, or by electronic communication or via hand delivery.

YMCA
Attn: Director or Registered Agent
2600 Grand Avenue
Carthage, MO 64836

The City of Carthage
Attn: Director of Parks and Recreation
720 Robert Ellis Young Drive
Carthage, MO 64836

Section 10. Changes.

No change in this Contract shall be made except in writing prior to the change in work or terms being performed. YMCA shall make any and all changes in the Work without invalidating this Contract when specifically required to do so in writing by the City. YMCA, prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. No work or change shall be undertaken or compensated for without prior written authorization from the City.

Section 11. Termination.

This Contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Contract. The non-performing party shall have fifteen calendar days from the date of the termination notice to **cure** or to submit a plan for **cure** acceptable to the other party.

The City shall have the right to terminate the Contract at any time if the pool is unable to open or if the pool is forced to close for maintenance reasons or becomes generally inoperable, by giving YMCA written notice to such effect.

- The City **shall** pay to YMCA in full satisfaction and discharge of all amounts owing to YMCA under the Contract an amount equal to the cost of all Work performed by YMCA up to such termination date, less all amounts previously paid to the YMCA on account of the Contract Price. This is not the full payment but payment to make the YMCA whole for all money paid up to the cancelation including salaries and expenses.
- YMCA shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within sixty (60) days after such date of termination. The City shall not be liable to YMCA for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

Section 12. Accounting.

During the period of this Contract, YMCA shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by YMCA.

Section 13. Entire Agreement.

This contract contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties. Any oral representations or modifications concerning this instrument are of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

Section 14. Severability.

All parties agree that should any provision of this contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this contract, which shall continue in full force and effect.

Section 15 Transferability.

Neither City nor YMCA shall assign any rights or duties under this Contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Contract

Section 16 Satisfactory Performance.

The City shall have the right to notify YMCA of any performance by its employees that is detrimental to the best interest of the City, and YMCA agrees to correct such performance within seven (7) days.

Section 17 Third Party Rights.

Nothing in this Contract is intended to benefit any third party not a party to this Contract, and no provision of this Contract shall confer any rights upon any such third party.

Section 18 Venue.

This Agreement shall be governed by the laws of the State of Missouri. Any legal action or proceedings relating to this Agreement shall be instituted only in Jasper County, Missouri.

IN WITNESS WHEREOF, the parties have made and executed this contract in multiple copies, each of which shall be an original.

CITY OF CARTHAGE YMCA

By: Mayor

ATTEST: ATTEST:

By: City Clerk

Equipment List

City owns:

- Shade structures
- Ladders
- Diving Boards
- Picnic Tables
- Large Drink Cooler
- Racks/Shelves
- Everything except baby changing tables in restrooms and office

YMCA owns:

- Handicap Lift
- Lifeguard chairs (4)
- Pool vacuum
- Basketball goals
- Umbrellas
- Rocking chairs
- Loungers
- Signage
- Fridge
- Freezer
- Microwaves
- Air Conditioning Unit
- All cooking Equipment

COUNCIL BILL NO.___23-20___ **ORDINANCE NO. _____**

An Ordinance authorizing the Mayor to enter into a contract with Play and Park for Playground Equipment at Kellogg Lake Park for $364,752.11, in the City of Carthage Missouri.

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 Play and Park for Playground Equipment at Kellogg Lake Park in the amount of $364,752.11, a copy of which 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 _____, 2023.

_____
Dan Rife, Mayor

ATTEST:

_____
Miranda Deal, City Clerk

Sponsored by: Public Services

Play & Park Structures of MO
303 Bass St.
Park Hills, MO, 63601
Phone: 573-631-1968
Fax: 423-425-3124
Email:
scasada@playandpark.com
Contact: Steve Casada

Kellogg Lake

Carthage Parks & Recreation
Attn: Abi Almandinger
521 Robert Ellis Young Drive
Carthage, MO 64836
Phone: 417-237-7035

Quote Number: 796-154834H
Quote Date: 2/27/2023

Stock ID	Description	Quantity	Weight	Unit Price	Amount
RDU	CUSTOM SUPERMAX 5-12 STRUCTURE	1	11238.31	$167,318.00	$167,318.00
DISC	MO STATE CONTRACT DISCOUNT - -	1	0	($75,095.10)	($75,095.10)
RDU	CUSTOM SUPERMAX 2-5 STRUCTURE	1	2691.72	$51,410.00	$51,410.00
DISC	MO STATE CONTRACT DISCOUNT - -	1	0	($23,073.30)	($23,073.30)
SF-166	6' STANDARD PICNIC TABLE	4	904	$1,893.00	$7,572.00
DISC	MO STATE CONTRACT DISCOUNT - -	4	0	($552.90)	($2,211.60)
4LT	NatureROCKS 4' LOG TUNNEL	1	0	$5,542.00	$5,542.00
DISC	MO STATE CONTRACT DISCOUNT - -	1	0	($1,262.25)	($1,262.25)
3SB	NatureROCKS STEPPING BOULDERS - SET OF 3 (2-5 yr)	1	0	$2,932.00	$2,932.00
DISC	MO STATE CONTRACT DISCOUNT - -	1	0	($668.15)	($668.15)
3TST	NatureROCKS TREE STUMPS - SET OF 3 (2-5 yr.)	2	0	$3,746.00	$7,492.00
DISC	MO STATE CONTRACT DISCOUNT - -	2	0	($853.25)	($1,706.50)
SND-MD	NatureROCKS SANDSTONE BOULDER - MEDIUM	1	0	$15,598.00	$15,598.00
DISC	MO STATE CONTRACT DISCOUNT - -	1	0	($3,551.05)	($3,551.05)
6LB	NatureROCKS 6' LOG BENCH	2	0	$3,911.00	$7,822.00
DISC	MO STATE CONTRACT DISCOUNT	2	0	($890.95)	($1,781.90)
UP506	NatureROCKS MOUNT MCKINLEY	1	0	$17,528.00	$17,528.00
DISC	MO STATE CONTRACT DISCOUNT	1	0	($3,990.50)	($3,990.50)
UP503	NatureROCKS PIKE'S PEAK	1	0	$7,838.00	$7,838.00
DISC	MO STATE CONTRACT DISCOUNT	1	0	($1,784.60)	($1,784.60)
YP306	MERIDIAN MEDIUM COSMOS JR	1	0	$15,234.00	$15,234.00
DISC	MO STATE CONTRACT DISCOUNT	1	0	($1,917.76)	($1,917.76)
EWF	258 CY OF EWF (DELIVERED) *- 5,215 SF COVERAGE ____ 12 INCH DEPTH*	1	0	$8,778.00	$8,778.00
INSTALL	Installation of EWF	1	0	$7,095.00	$7,095.00
INSTALL	Install ONLY as per prints provided *- Price Includes Crane Rental with extendable fork for installation of Boulders*	1	0	$98,255.00	$98,255.00
INSTALL	20x20 Hip Shelter *- Price includes: Installation. Concrete flooring 22x22 with a light broom finish. Engineered Drawings. Shipping.*	1	0	$39,750.00	$39,750.00
INSTALL	Purchase and Installation of Board Timbers *- 72 ~ 12? Border Timers. 1 ~ Half Ramp.* ****Price Includes Shipping****	1	0	$7,920.00	$7,920.00

INSTALL	Concrete Sidewalk *- Up to 30'x5' with a light broom finish*	1	0	$1,410.00	$1,410.00

Total Weight: 14834.03

SubTotal: $352,451.29
Estimated Freight: $12,300.82
Total Amount: $364,752.11

63 TIMBERS NOT QUOTED. Pricing per MO State Contract #CC202382005 _____ Taxes not included. If the customer is not tax exempt, taxes will be added to the total.

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF $1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures of MO.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

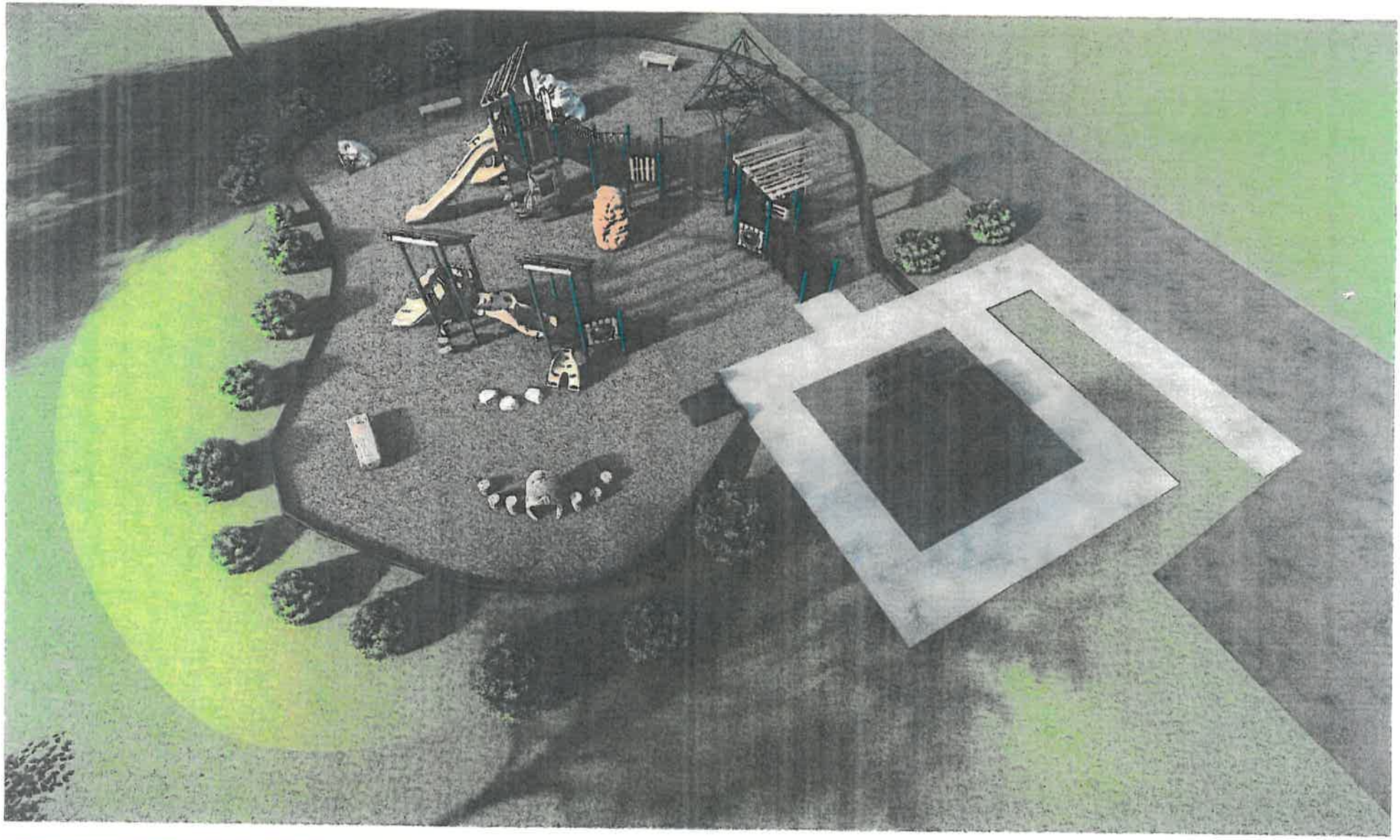
Shipment: order shall ship within 45-60 days after Play & Park Structures' receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Freight charges: Prepaid & added

Installation: A certified Play & Park Structures Installer is recommended for play equipment installation. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.



NATURAL

KELLOGG LAKE
CARTHAGE, MO

'96-154834H

PLEASE NOTE: RENDERINGS ARE FOR VISUAL PURPOSES ONLY. ANY PRODUCTS AND/OR SITE DETAILS HEREIN MAYBE SUBJECT TO CHANGE WITHOUT NOTICE.

play&park structures
544 CHESTNUT ST.
CHATTANOOGA, TN 37402
800.727.1907
PLAYANDPARK.COM

NATURAL

KELLOGG LAKE
CARTHAGE, MO

796-154834H

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play&park structures
a PLAYCORE Company
544 CHESTNUT ST.
CHATTANOOGA, TN 37402
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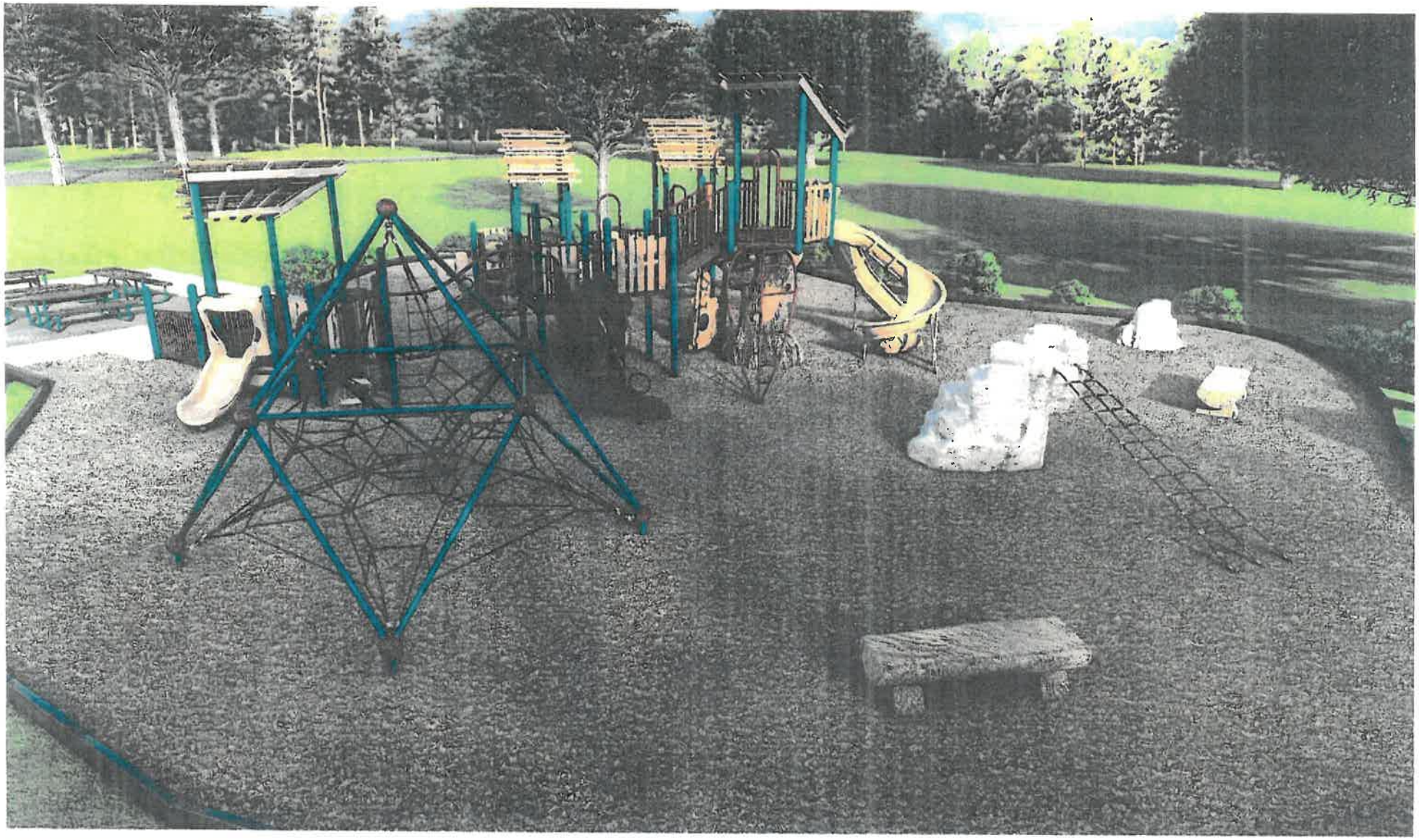

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CHATTANOOGA, TN 37402
800.727.1907
PLAYANDPARK.COM

Kellogg Lake
521 Robert Ellis Young Drive
Carthage MO 64836

Play and Park Structures

This play equipment is recommended for children ages:
2-5 and 5-12

Minimum Area Required:
Per Drawing

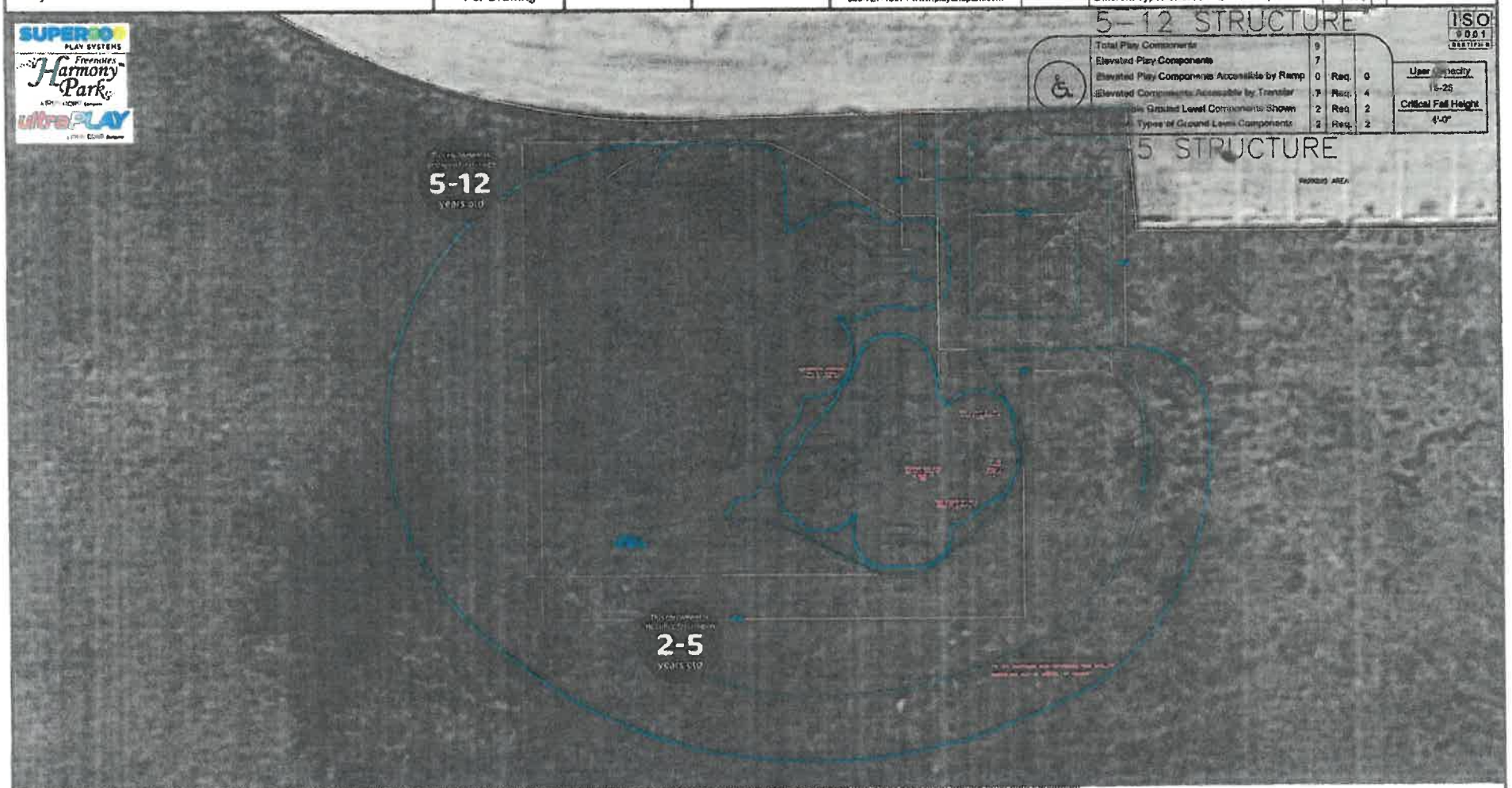
Scale: 1/4"=1'-0"
This drawing can be scaled only when in an 24" x 36" format

Drawn By:
Cassie Pruitt
Date:
3/7/23
Quote Number:
796-154834H

play&park structures
544 Chestnut Street
Chattanooga, TN 37402
800-727-1907 / www.playandpark.com

Total Play Components	20		
Elevated Play Components	13		
Elevated Play Components Accessible by Ramp	4	Req.	0
Elevated Components Accessible by Transfer	13	Req.	7
Accessible Ground Level Components Shown	5	Req.	4
Different Types of Ground Level Components	4	Req.	3

User Capacity
75-85
Critical Fall Height
8'-0"



It is the manufacturer's opinion that the structure shown herein complies with current ASTM standards concerning accessibility if installed with proper accessible surfacing and together with other necessary ground level play equipment.
Top View drawings and measurements are for overall site and structure appearance purposes. Top view should not be conceived as a construction detail; therefore, all measurements and slope requirements should be field verified prior to construction.
IMPORTANT: Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.

Kellogg Lake
521 Robert Ellis Young Drive
Carthage MO 64836

Play and Park Structures

This play equipment is recommended for children ages:
2-5 and 5-12

Minimum Area Required:
Per Drawing

Scale: 1/4"=1'-0"
This drawing can be scaled only when in an 24" x 36" format

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Total Play Components	20		
Elevated Play Components	13		
Elevated Play Components Accessible by Ramp	4	Req.	0
Elevated Components Accessible by Transfer	13	Req.	7
Accessible Ground Level Components Shown	5	Req.	4
Different Types of Ground Level Components	4	Req.	3

User Capacity
75-85
Critical Fall Height
8'-0"

5-12 STRUCTURE

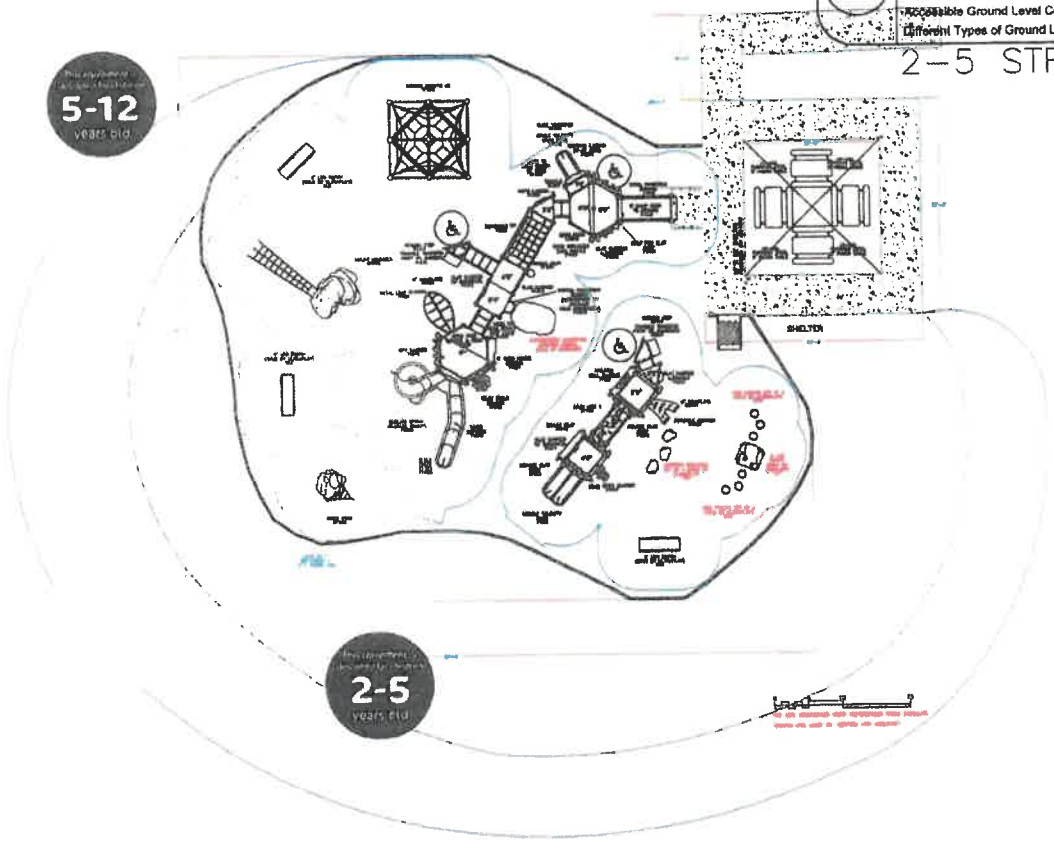
Total Play Components	9		
Elevated Play Components	7		
Elevated Play Components Accessible by Ramp	0	Req.	0
Elevated Components Accessible by Transfer	7	Req.	4
Accessible Ground Level Components Shown	2	Req.	2
Different Types of Ground Level Components	2	Req.	2

User Capacity
15-25
Critical Fall Height
4'-0"

2-5 STRUCTURE

ISO 9001 CERTIFIED

SUPERCO PLAY SYSTEMS
Freeman's Harmony Park
ultraPLAY



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Top View drawings and measurements are for overall site and structure appearance purposes. Top view should not be conceived as a construction detail; therefore, all measurements and slope requirements should be field verified prior to construction.
IMPORTANT: Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.

COUNCIL BILL NO. ___23-21___ **ORDINANCE NO. _____**

An Ordinance authorizing the Mayor to enter into a contract with Peck Schrader Excavation in the amount of $65,000 for the demolition of portions of Rock Stadium, in the City of Carthage, Missouri.

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 for demolition of portions of Rock Stadium with Peck Schrader Excavation in the amount of Sixty-five Thousand Dollars and 00/100 ($65,000), a copy of the bid proposal and contract are 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 _____, 2023.

_____
Dan Rife, Mayor

ATTEST:

_____
Miranda Deal, City Clerk

Sponsored by: Public Services Committee

BID CONTRACT

1. This agreement, made _____, between the City of Carthage, Missouri a municipal corporation, acting by and through its council, known as city, Peck Schrader Excavation of Carthage, Missouri, its successors or assigns, known as contractor, witness:

2. That in consideration of the payments and agreements mentioned in the proposal attached to this agreement, to be made and performed by city, and according to the terms expressed in the bid, contractor will at contractor's own proper cost and expense do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications in the attached bid proposal and described below, and in full compliance with all of the terms of this agreement.

3. It is further understood that contractor will attempt to preserve the "wall" with the understanding that this may be an impossibility to preserve it in its entirety. The contract will leave as much as the rock from the wall as requested by the City.

4. In witness, the parties have executed this agreement on the date above mentioned.

City of Carthage

By: _____

Dan Rife, Mayor

By: _____

Jasper County Courthouse
302 S. Main • Room 102
Carthage, Missouri 64836
Office: 417-358-0416
Fax: 417-358-0415

JASPER COUNTY CLERK

Charlie Davis

We, the undersigned representatives of opposite political parties, hereby certify that on the 10th day of April 2023, we did tabulate returns of the election in Jasper County; the following being a true and accurate account of the votes cast at said polling places:

Democratic Canvasser

Republican Canvasser

STATE OF MISSOURI)
)ss
County of Jasper)

IN TESTIMONY WHEREOF,
I, Charlie Davis,
Hereunto set my hand
and affix the Seal of the
County of Jasper, at my
office in Carthage, MO,
this 10th day of April, 2023

SEAL

Charlie Davis
Jasper County Clerk

Election Summary Report

General Election

JASPER COUNTY

April 04, 2023

Summary for: Council Member for CITY OF CARTHAGE 1ST WARD, All Districts, All Tabulators, All Counting Groups

Precincts Reported: 49 of 49 (100.00%)

Registered Voters: 8,293 of 79,080 (10.49%)

Ballots Cast: 8,293

Council Member for CITY OF CARTHAGE 1ST WARD (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		174 / 1,061	16.40%
Overvotes		0	
Candidate	Party	Total	
Write-in		20	133.33%
Total Votes		15	
		Total	
Melissa Daugherty	WRITE-IN	1	6.67%
Bill Scheerer	WRITE-IN	1	6.67%
Bob Johnson	WRITE-IN	1	6.67%
Nedale Johnson	WRITE-IN	1	6.67%
Kaleb Vongunten	WRITE-IN	1	6.67%
Sarah Horine	WRITE-IN	1	6.67%
Bennet Wilson	WRITE-IN	1	6.67%
Pat Nixon	WRITE-IN	1	6.67%
Carlen Baptistia	WRITE-IN	1	6.67%
Ron Baptistia	WRITE-IN	1	6.67%
Josh Vanslyke	WRITE-IN	1	6.67%
Joe Ryder	WRITE-IN	1	6.67%
David Rotan	WRITE-IN	1	6.67%
Chris Taylor	WRITE-IN	1	6.67%
Anthony Hance	WRITE-IN	1	6.67%
Unresolved Write-In		5	

Election Summary Report

General Election

JASPER COUNTY

April 04, 2023

Summary for: Council Member for CITY OF CARTHAGE 2ND WARD, All Districts, All Tabulators, All Counting Groups

Precincts Reported: 49 of 49 (100.00%)

Registered Voters: 8,293 of 79,080 (10.49%)

Ballots Cast: 8,293

Council Member for CITY OF CARTHAGE 2ND WARD (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		93 / 1,103	8.43%
Overvotes		0	
Candidate	Party	Total	
David Armstrong		75	100.00%
Write-in		5	6.67%
Total Votes		75	
		Total	
Unresolved Write-In		5	

Election Summary Report

General Election

JASPER COUNTY

April 04, 2023

Summary for: Council Member for CITY OF CARTHAGE 3RD WARD, All Districts, All Tabulators, All Counting Groups

Precincts Reported: 49 of 49 (100.00%)

Registered Voters: 8,293 of 79,080 (10.49%)

Ballots Cast: 8,293

Council Member for CITY OF CARTHAGE 3RD WARD (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		309 / 1,563	19.77%
Overvotes		0	

Candidate	Party	Total	
Write-in		64	116.36%
Total Votes		55	

		Total	
Kent Neil	WRITE-IN	2	3.64%
Mike Daugherty	WRITE-IN	2	3.64%
Tracy Terry	WRITE-IN	2	3.64%
Ceri Otero	WRITE-IN	2	3.64%
Terri Heckmaster	WRITE-IN	16	29.09%
David Flanigan	WRITE-IN	2	3.64%
Aidan Baird	WRITE-IN	2	3.64%
Jarrod Bruner	WRITE-IN	2	3.64%
Marshall Silence	WRITE-IN	2	3.64%
Zachary Hatcher	WRITE-IN	1	1.82%
Anne Stocker	WRITE-IN	1	1.82%
Justin Huston	WRITE-IN	1	1.82%
Dustin Kingsbury	WRITE-IN	1	1.82%
Amy Rowe	WRITE-IN	1	1.82%
Joseph Pierjok	WRITE-IN	1	1.82%
Jack Perkins	WRITE-IN	1	1.82%
Stephen Howard	WRITE-IN	1	1.82%
Maria Marroquin	WRITE-IN	1	1.82%
Eddie Young	WRITE-IN	1	1.82%
Kathleen Studebaker	WRITE-IN	1	1.82%
Mary Schwab	WRITE-IN	1	1.82%
Jean Linder	WRITE-IN	1	1.82%
Maria Sanchez	WRITE-IN	1	1.82%
Ivy Artym	WRITE-IN	1	1.82%
Donald Manka	WRITE-IN	1	1.82%
T. Jeffries	WRITE-IN	1	1.82%
Tim Fisher	WRITE-IN	1	1.82%
Raedene Bryson	WRITE-IN	1	1.82%
Jeff Jones	WRITE-IN	1	1.82%
Ron Hill	WRITE-IN	2	3.64%
Robin Blair	WRITE-IN	1	1.82%
Unresolved Write-In		9	

Election Summary Report

General Election

JASPER COUNTY

April 04, 2023

Summary for: Council Member for CITY OF CARTHAGE 4TH WARD, All Districts, All Tabulators, All Counting Groups

Precincts Reported: 49 of 49 (100.00%)

Registered Voters: 8,293 of 79,080 (10.49%)

Ballots Cast: 8,293

Council Member for CITY OF CARTHAGE 4TH WARD (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		708 / 2,189	32.34%
Overvotes		0	
Candidate	Party	Total	
Alan Snow		550	100.00%
Write-in		16	2.91%
Total Votes		550	
		Total	
Unresolved Write-In		16	

Election Summary Report

General Election

JASPER COUNTY

April 04, 2023

Summary for: Council Member for CITY OF CARTHAGE 5TH WARD, All Districts, All Tabulators, All Counting Groups

Precincts Reported: 49 of 49 (100.00%)

Registered Voters: 8,293 of 79,080 (10.49%)

Ballots Cast: 8,293

Council Member for CITY OF CARTHAGE 5TH WARD (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		396 / 1,899	20.85%
Overvotes		0	
Candidate	Party	Total	
Tiffany Cossey		316	100.00%
Write-in		14	4.43%
Total Votes		316	
		Total	
Unresolved Write-In		14	

Election Summary Report

General Election

JASPER COUNTY

April 04, 2023

Summary for: City Question for CITY OF CARTHAGE, All Districts, All Tabulators, All Counting Groups

Precincts Reported: 49 of 49 (100.00%)

Registered Voters: 8,293 of 79,080 (10.49%)

Ballots Cast: 8,293

City Question for CITY OF CARTHAGE (Vote for 1)

Precincts Reported: 7 of 7 (100.00%)

		Total	
Times Cast		1,680 / 7,815	21.50%
Overvotes		0	
Candidate	Party	Total	
Yes		1,259	75.62%
No		406	24.38%
Total Votes		1,665	
		Total	
Unresolved Write-In		0	

OATH OF OFFICE

State of Missouri

County of Jasper

I, (state your name) solemnly swear, that I possess all the qualifications prescribed by law, that I will support the Constitution of the United States and of the State of Missouri, the provisions of the City Charter and Ordinances of the City of Carthage, and faithfully demean myself in office, and well and truly perform the duties of the office of Council Member within and for said City, to the best of my skill and ability.

_____

City Clerk

COUNCIL BILL NO. ___23-22___ **ORDINANCE NO. _____**

An Emergency Ordinance authorizing the Mayor to enter into a contract with Elements Construction Concepts of Joplin, Missouri for the site preparations for new restroom facilities in four City Parks for the amount of Three Hundred Forty-One Thousand Eight Hundred Twenty-Seven and 00/100 ($341,827.00)

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 Elements Construction Concepts of Joplin, Missouri for the site preparations for new restroom facilities in four parks, Municipal, Carter, Kellogg Lake, and Griggs, for the amount of Three Hundred Forty-One Thousand Eight Hundred Twenty-Seven and 00/100 ($341,827.00) a copy of which agreement is attached hereto and incorporated herein as if set out in full.

SECTION II: This Ordinance shall be considered an Emergency Ordinance under the terms of the Charter of the City of Carthage.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

_____
Dan Rife, Mayor

ATTEST:

_____
Miranda Deal, City Clerk

Sponsored by: Public Services Committee

CIVIL ENGINEERING
Project Management
Construction Plans
Permitting
Right of Way Negotiation
Utility Coordination
Project Specifications
Contract Documents
Agency Coordination

CONSTRUCTION ENGINEERING
Bidding Services
Construction Inspection
Contract Administration
Project Documentation

STRUCTURAL ENGINEERING
Highway Bridges
Forensic Investigations
Building Inspections
Residential Structures
Commercial Structures
Structure Rehabilitation

1221 Oak Street
Carthage, MO 64836
jason@zanevan.com
417 540 1107
www.zanevan.com

March 7, 2023

Ms. Abi Almandinger
Parks and Recreation Director
521 Robert Ellis Young Drive
Carthage, Missouri 64836

RE: New Parks Restroom Facilities
Carthage, Missouri

Dear Ms. Almandinger:

The bids for the above referenced project have been reviewed and tabulated. It is the recommendation of this office to accept the bid from Elements Construction Concepts of Joplin, Missouri in the amount of $341,827.00.

Attached is a copy of the bid tab for your review.

Sincerely,

Jason Eckhart

Jason Eckhart, P.E.
Zanevan Engineering

Cc: Elements Construction Concepts

BID TABULATION
NEW PARKS RESTROOM FACILITIES
CARTHAGE, MISSOURI
Bid Opening: March 7, 2023 @ 10 a.m.

					ELEMENTS CONST. CONCEPTS P.O. BOX 226 JOPLIN, MO 64802		SPROULS CONSTRUCTION, INC. 397 W. DD HWY. LAMAR, MO 64759	
Item No.	Description		No. Units	Unit	Unit Price	Extended Total	Unit Price	Extended Total
C-1.0	MOBILIZATION		1	LS	$ 30,000.00	$ 30,000.00	$ 62,000.00	$ 62,000.00
	MUNICIPAL PARK							
C-2.0	SEEDING AND MULCH		0.1	AC	$ 20,000.00	$ 2,000.00	$ 20,000.00	$ 2,000.00
C-2.1	EARTHEN GRADING		1	LS	$ 20,000.00	$ 20,000.00	$ 30,000.00	$ 30,000.00
C-2.2	21'x27'x6" COMPACTED BASE PAD		1	EA	$ 4,500.00	$ 4,500.00	$ 6,000.00	$ 6,000.00
C-2.3	4" THICK SIDEWALK WITH 6" BASE		192	SY	$ 80.00	$ 15,360.00	$ 81.00	$ 15,552.00
C-2.4	7" THICK ASPHALT WITH 6" BASE	OR	1187	SY	$ 55.00	$ 65,285.00	$ 61.00	$ 72,407.00
C-2.4 Alt.	5" CONCRETE WITH 4" BASE ROCK		1187	SY				
C-2.5	ADA SYMBOL		2	EA	$ 100.00	$ 200.00	$ 100.00	$ 200.00
C-2.6	HIGH-BUILD ACRYLIC WATERBORNE PAVEMENT MARKING PAINT		250	LF	$ 5.00	$ 1,250.00	$ 6.00	$ 1,500.00
C-2.7	ADA PARKING SIGN		2	EA	$ 100.00	$ 200.00	$ 350.00	$ 700.00
C-2.8	18" DIA. REINFORCED CONCRETE PIPE WITH FLARED END SECTIONS		36	LF	$ 100.00	$ 3,600.00	$ 150.00	$ 5,400.00
C-2.9	ELECTRIC SERVICE LINE WITH METER		142	LF	$ -	$ -	$ 120.00	$ 17,040.00
C-2.10	WATER SERVICE LINE CONNECTION		1	EA	$ 5,000.00	$ 5,000.00	$ 6,000.00	$ 6,000.00
C-2.11	WATER SERVICE LINE WITH METER		330	LF	$ 25.00	$ 8,250.00	$ 80.00	$ 26,400.00
C-2.12	1-1/4" DIA. SDR-11 HDPE DISCHARGE PIPE		350	LF	$ 30.00	$ 10,500.00	$ 120.00	$ 42,000.00
C-2.13	PUMP STATION		1	EA	$ 29,000.00	$ 29,000.00	$ 28,000.00	$ 28,000.00
C-2.14	LATERAL KIT		1	EA	$ 5,000.00	$ 5,000.00	$ 2,000.00	$ 2,000.00
C-2.15	SILT FENCE		260	LF	$ 4.00	$ 1,040.00	$ 6.00	$ 1,560.00
C-2.16	ASPHALT REPAIR		18	LF	$ 100.00	$ 1,800.00	$ 100.00	$ 1,800.00
	CARTER PARK							
C-3.0	SEEDING AND MULCH		0.1	AC	$ 10,000.00	$ 1,000.00	$ 20,000.00	$ 2,000.00
C-3.1	EARTHEN GRADING		1	LS	$ 4,000.00	$ 4,000.00	$ 10,000.00	$ 10,000.00
C-3.2	21'x27'x6" COMPACTED BASE PAD		1	EA	$ 4,500.00	$ 4,500.00	$ 6,000.00	$ 6,000.00
C-3.3	4" THICK SIDEWALK WITH 6" BASE		52	SY	$ 80.00	$ 4,160.00	$ 81.00	$ 4,212.00
C-3.4	ADA SYMBOL		1	EA	$ 100.00	$ 100.00	$ 100.00	$ 100.00
C-3.5	HIGH-BUILD ACRYLIC WATERBORNE PAVEMENT MARKING PAINT		185	LF	$ 5.00	$ 925.00	$ 6.00	$ 1,110.00
C-3.6	ADA PARKING SIGN		1	EA	$ 100.00	$ 100.00	$ 350.00	$ 350.00
C-3.7	ELECTRIC SERVICE LINE WITH METER		9	LF	$ -	$ -	$ 600.00	$ 5,400.00
C-3.8	WATER SERVICE LINE CONNECTION		1	EA	$ 5,000.00	$ 5,000.00	$ 6,000.00	$ 6,000.00
C-3.9	WATER SERVICE LINE WITH METER		40	LF	$ 50.00	$ 2,000.00	$ 200.00	$ 8,000.00
C-3.10	SANITARY SEWER SERVICE LINE CONNECTION		1	EA	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 2,500.00
C-3.11	SANITARY SEWER SERVICE LINE		10	LF	$ 100.00	$ 1,000.00	$ 300.00	$ 3,000.00
C-3.12	ASPHALT REPAIR		16	LF	$ 100.00	$ 1,600.00	$ 100.00	$ 1,600.00
C-3.13	SILT FENCE		100	LF	$ 4.00	$ 400.00	$ 6.00	$ 600.00
C-3.14	REMOVAL OF EXISTING IMPROVEMENTS		1	LS	$ 2,500.00	$ 2,500.00	$ 20,000.00	$ 20,000.00
C-3.15	3" ASPHALT PARKING WITH 6" BASE ROCK	OR	188	SY	$ 45.00	$ 8,460.00	$ 65.00	$ 12,220.00
C-3.15Alt.	5" CONCRETE WITH 4" BASE ROCK		188	SY				
	GRIGGS PARK							
C-4.0	SEEDING AND MULCH		0.1	AC	$ 20,000.00	$ 2,000.00	$ 20,000.00	$ 2,000.00
C-4.1	EARTHEN GRADING		1	LS	$ 7,500.00	$ 7,500.00	$ 30,000.00	$ 30,000.00
C-4.2	12'x27'x6" COMPACTED BASE PAD		1	EA	$ 4,500.00	$ 4,500.00	$ 6,000.00	$ 6,000.00
C-4.3	4" THICK SIDEWALK WITH 6" BASE		123	SY	$ 80.00	$ 9,840.00	$ 81.00	$ 9,963.00
C-4.4	ELECTRIC SERVICE LINE WITH METER		9	LF	$ -	$ -	$ 600.00	$ 5,400.00
C-4.5	WATER SERVICE LINE CONNECTION TO EXISTING METER		1	EA	$ 5,000.00	$ 5,000.00	$ 6,000.00	$ 6,000.00
C-4.6	WATER SERVICE LINE		52	LF	$ 25.00	$ 1,300.00	$ 100.00	$ 5,200.00
C-4.7	WATER FOUNTAIN RELOCATION		1	EA	$ 1,000.00	$ 1,000.00	$ 2,000.00	$ 2,000.00
C-4.8	SANITARY SEWER SERVICE LINE CONNECTION		1	EA	$ 1,500.00	$ 1,500.00	$ 4,000.00	$ 4,000.00
C-4.9	SANITARY SEWER SERVICE LINE		20	LF	$ 50.00	$ 1,000.00	$ 150.00	$ 3,000.00
C-4.10	SILT FENCE		228	LF	$ 4.00	$ 912.00	$ 6.00	$ 1,368.00
C-4.11	REMOVAL OF EXISTING IMPROVEMENTS		1	LS	$ 4,500.00	$ 4,500.00	$ 20,000.00	$ 20,000.00
C-4.12	4" TOPSOIL		31	CY	$ 30.00	$ 930.00	$ 80.00	$ 2,480.00
C-4.13	5" CONCRETE BASKETBALL COURT (94' x 50') WITH 6" BASE INCLUDING STRIPING AND 2 BASKETBALL GOALS		522	SY	$ 95.00	$ 49,590.00	$ 150.00	$ 78,300.00
	KELLOGG LAKE PARK							
C-5.0	SEEDING AND MULCH		0.1	AC	$ 5,000.00	$ 500.00	$ 20,000.00	$ 2,000.00
C-5.1	EARTHEN GRADING		1	LS	$ 2,000.00	$ 2,000.00	$ 18,000.00	$ 18,000.00
C-5.2	VAULT EXCAVATION (INCLUDING DISPOSAL)		40	CY	$ 50.00	$ 2,000.00	$ 80.00	$ 3,200.00
C-5.3	15'x4"x12' - 11"x6" COMPACTED BASE PAD		1	EA	$ 4,500.00	$ 4,500.00	$ 6,500.00	$ 6,500.00
C-5.4	4" THICK SIDEWALK WITH 6" BASE		18	SY	$ 100.00	$ 1,800.00	$ 100.00	$ 1,800.00
C-5.5	ADA SYMBOL		1	EA	$ 100.00	$ 100.00	$ 100.00	$ 100.00
C-5.6	HIGH-BUILD ACRYLIC WATERBORNE PAVEMENT MARKING PAINT		125	LF	$ 5.00	$ 625.00	$ 6.00	$ 750.00
C-5.7	ADA PARKING SIGN		1	EA	$ 100.00	$ 100.00	$ 350.00	$ 350.00
C-5.8	SILT FENCE		100	LF	$ 4.00	$ 400.00	$ 6.00	$ 600.00
TOTAL BID AMOUNT						$ 341,827.00		$ 612,662.00

This is to certify that at 10:00 A.M. on March 7, 2023, at the office of the City of Carthage City Hall, Carthage, Missouri, the bids tabulated herein were publicly opened, read aloud and checked. The totals are correct as to additions and extensions.

Jason Eckhart

Jason Eckhart, P.E.
Zaneven Engineering

*Incorrect total bid amount due to mathematical error

	MUNICIPAL	CARTER	GRIGGS	KELLOGG LAKE	
	TAOS	*TAOS*	*DAKOTA*	*TIOGA*	
RESTROOMS	$ 159,555.00	$ 159,555.00	$ 101,955.00	$ 51,140.00	$ 472,205.00
SITE BID	$ 180,485.00	$ 44,745.00	$ 97,072.00	$ 19,525.00	$ 341,827.00
	$ 340,040.00	$ 204,300.00	$ 199,027.00	$ 70,665.00	**$ 814,032.00**

COUNCIL BILL NO. ___23-23___ **ORDINANCE NO. _____**

An Emergency Ordinance authorizing the Mayor to enter into a Contract with Westport Pools for repairs to the Municipal Park Swimming Pool in the City of Carthage, Missouri, for the amount of Ninety-Two Thousand Seven Hundred and 00/100 ($92,700.00)

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 Westport Pools for repairs to the Municipal Park Swimming Pool for the amount of Ninety-Two Thousand Seven Hundred and 00/100 ($92,700.00), a copy of which is attached hereto and incorporated herein as if set out in full.

SECTION II: This Ordinance shall be considered an Emergency Ordinance under the terms of the Charter of the City of Carthage.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

_____
Dan Rife, Mayor

ATTEST:

_____
Miranda Deal, City Clerk

Sponsored by: Public Services Committee

WESTPORT POOLS

156 Weldon Parkway
Maryland Heights, MO 63043

Proposal Submitted To:
City of Carthage, MO

Date: Revised 04/06/2023
Original Assessment 3/28/2023

We hereby submit this proposal for:

Perform Repairs, Provide and Install New Equipment for Managing Water Chemistry, Replace Main Drain Covers, Pressure Test Piping, Repair Grating at Diving Area, Add/Replace Depth Markers and Replace Worn Items to ease and improve the operation of the main pool.

Working Budget - $92,700 (Work will start on 04/20) Completion date by 5/26/2023 or as agreed.

Add Separate filtration and chemical treatment system for wading pool - $80,000.00 This will not be able to be completed until after the 2023 swimming season, as discussed at the meeting on March 8, 2023.

The intent of our work is ease and improve the operation of the pools. In the assessment that was performed by Westport Pools in March of 2023 there were several items listed by body of water that were seen as areas of concern.

Westport will provide manpower and oversite to address the noted concerns. Equipment replacement, repairs, plumbing, will all be handled by Westport Personnel. Items such as coping removal and replacement will be handed by a sub-contractor with oversight and project management completed by Westport Pools. (Subcontractor Management Fees will be contractor invoice cost plus 18%)

There was as schedule of values assigned in the assessment and those should be a good standard that we will follow. If there are additional items that need to be completed, Westport will provide before and after pictures of the work that was completed, along with the replacement cost.

Billing - Progress billing will take place as work is completed and product is purchased. Payment is Net 30. Prompt payment is expected, or work will stop.

Travel – Our Service Technicians will be traveling from the St. Louis or Kansas City Area. They normally travel on Sunday or Monday morning and then leave after work on Thursday or Friday Morning. They will work 8-12 hrs a day as long as they access to the facility, and it is appropriate with faciality operation and staffing.

Trust- Pools are what we do. We design, construct, renovate, and service pools. Our team is one of the best in the business. We are used to being around large aquatic facilities, we know what works and what doesn't. Our intent is to help your facility be the best that it can be. Westport has been around along time, 55+ years. We have great long-standing relationships built on trust and respect. Thank you for trusting us with your pool!

Warranty – Warranty of workmanship of 1 year. Products will carry manufactures warranty.

Default Clause

If invoices go unpaid past 30 days, customer will receive a $40.00 late fee. Additionally, a 1.5% monthly fee on all past due invoice amounts will be applied. In the event of default by buyer of any provision of this contract, buyer agrees to pay all collection costs, and interest from date of default. Reasonable attorney's fee shall be awarded to the prevailing party in action brought under this contract. Owner agrees that, in the event of breach or cancellation by owner, owner shall be responsible for charges to date of breach plus contract profits.

This proposal is valid for 30 days.
Payment Terms: Progress Billing.

I have read and understand the above terms and authorize the work to be done as specified.

Customer Andrew Denningmann

Date 04/06/2023

Andrew Denningmann
Westport Pools, Inc.

Date

COUNCIL BILL NO. ___23-24___ **ORDINANCE NO. _____**

An Ordinance authorizing the Mayor to enter into a Contract with Neutron Holdings, Inc. d/b/a LIME for scooter rental in the City of Carthage, Missouri.

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 an Agreement with Neutron Holdings Inc. d/b/a/ Lime Scooter, a copy of which Agreement 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 _____, 2023.

_____
Dan Rife, Mayor

ATTEST:

_____
Miranda Deal, City Clerk

Sponsored by: Public Services Committee

Applicant's Name and Title:
Rob Greenleaf, Sr. Operations Manager

Business Name:
Neutron Holdings, Inc. (dba) Lime

Business Address:
85 2nd Street, Suite 300, San Francisco, CA 94105

Established place of business within state (if applicable):
1244 NW 4th St #300, Oklahoma City OK

Names of all owners, officers, and managers of the business:
Joe Kraus, President | Wayne Ting, CEO | Andrea Ellis, CFO | Sarah Binder, Secretary |
Rob Greenleaf, Sr. Operations Manager (Local POC)

Phone Number and Email for Business:
650-450-1791 / rob.greenleaf@li.me

City of Carthage
326 Grant St, Carthage, MO
64836

Re: Micromobility Partnership between Lime and Carthage, Missouri

To whom it may concern:

Lime is excited to partner with the city of Carthage to make micromobility a part of the local transit system. Lime currently operates in 30 countries and over 200 individual markets. Lime is currently the largest micromobility provider in the world and we are capable of providing a collaborative and positive program for the city of Carthage.

All the information and data provided in our proposal is true and complete. Any other information the city needs can be provided upon request. We welcome further conversations to ensure that a partnership with Lime proves to be successful for the city of Carthage.

Sincerely,

Dan Shoman
Regional General Manager - U.S. South

ORGANIZATIONAL BACKGROUND AND OVERVIEW

Lime is the world's largest,most experienced micromobility provider. Founded in 2017, our mission is to build transport systems that are **green, shared and affordable**. We operate electric bike and scooter sharing services in over 200 cities across 30 countries globally. **We have safely provided over 250 million sustainable rides across our services to date.**

We use our global experience to launch and run well managed services that deliver for cities, with a focus on **safe riding, responsible parking, environmental impact, equitable access, and data sharing.**

Lime currently operates in multiple cities in **Missouri** including **St. Louis & Washington.** The City of Carthage will be managed by the local team based in Tulsa, Oklahoma

Lime Local Overview

Our local team currently manages several cities comparable to Carthage including:

- Jenks, OK: 22k Pop - 100 Scooters - Teresa Nowlin - tnowlin@jenksok.org
- El Reno, OK: 19k Pop - 60 Scooters - Matt Sandidge - msandidge@cityofelreno.com
- Guthrie, OK: 11K Pop - 75 Scooters - Justin Fortney - jfortney@cityofguthrie.com
- Washington, MO: 14K Pop - 75 Scooters - Sal Maniaci - smaniaci@washmo.gov

The local Lime team currently manages 12 cities across 4 states:

- **Oklahoma**: Oklahoma City, Tulsa, Norman, Edmond, Jenks, El Reno, Bartlesville and Guthrie
- **Arkansas**: Little Rock
- **Missouri**: Carthage
- **Texas**: Dallas and Lubbock

Legal or Regulatory Enforcement Actions

Lime operates in 200 cities and 30 countries globally. We currently have no active litigation or regulatory enforcement in the state of Missouri. Lime is the largest micromobility provider in the world and we pride ourselves on safety and being good community partners by focusing on safety and adhering to local regulations.

Scooter Description

The most sustainable Lime scooter yet

Lime Gen4

Dual Handbrake
Comparable to bike handlebars, the dual braking system is even more intuitive to riders.

Firmware
Lime's proprietary firmware includes immediate geo-fencing response, with self-diagnosing and sidewalk-riding detection capabilities.

Swappable Battery
A new battery that can be swapped in the field between our e-bike and scooter fleet will allow for more sustainable operations in dense urban environments.

High-Visibility Reflectors
Reflectors on the baseboard, stem, CCU unit, rear fender and logos enhance visibility at night.

Lower Deck
A lower center of gravity means a sturdier feeling ride, while making it easier to step on and off.

Double Kickstand
Increased vehicle stability when parked makes it less likely a scooter will fall over, leading to less clutter on sidewalks.

Tap-and-ride technology
New tap-and-ride capability helps riders get on and go quicker than ever.

Swept Handlebars
A first for shared scooter models, the swept back handlebars allow riders to keep their elbows by their sides in a natural position to reduce fatigue and provide a more comfortable ride.

Tougher Aluminum Frame
With IP67 waterproofing against rain or snow, the Gen4 frame is sturdiest and longest-lasting in our fleet and improves scooter lifetime.

Most Powerful Motor to Date
New enhancements to the motor will help to riders tackle hills with ease.

Enhanced Suspension
Mountain bike-inspired front suspension mean a smoother ride over rough road conditions like cracks and bumps. The smoother ride also reduces vibrations that cause fatigue, and extends the vehicle's lifetime.

Bigger Wheels
Solid honeycomb tires tackle the toughest road conditions to improve stability.

Meet Lime's latest generation e-bike

Swappable battery
25 mi range; interchangeable with Lime Gen4 scooters

Integrated Lock
Electronically controlled hub lock

Added Power
350 Watt motor to improve hill climbs

Easy Handling
Lower center of gravity

Phone Holder
For improved navigation

Intuitive Controls
Handlebar & brake lever redesign for safe, easy riding

Automatic 2-speed transmission
smooth acceleration without gear shifts

City Speed
Top speed 20 mph (where allowed)

Dimensions: 675" L x 1720" W x 1055" H
Curb Weight: 72 pounds

Maintenance & Operations Plan

Lime conducts frequent preventative and responsive maintenance on our scooters. Our Operations Specialists field staff are equipped with a mobile toolset to complete a routine maintenance inspection of each scooter anytime it is interacted with in the field. This means every time our staff deploys, reparks, or rebalances a scooter, a preventative maintenance check is conducted. Additionally, any scooter flagged either by our riders, our City partners, or our staff as being in need of repair is marked in our app for retrieval and the scooter is placed into "maintenance mode," which prevents a rider from using the scooter until it can be inspected and repaired.

"Maintenance Mode" scooters are returned to the warehouse for a full 65-point evaluation covering screws, brakes, handlebars, grips, battery damage or wear, lights, cleanliness, a test ride, and more by our trained mechanics. Any scooter overdue for an inspection is flagged for immediate retrieval. Furthermore, in order to ensure maximum safety of our riders, the following triggers place the vehicle into maintenance mode and flag the vehicle for inspection. If any issues are identified, the scooter is returned to our warehouse for repair:

- **In-App and Customer Service Reports:** Any scooter with an issue reported via the Lime app or to our Customer Service line is flagged for retrieval and inspection.

- **Self-Diagnostics:** Once deployed, our scooters are self-diagnosing. Our scooters can automatically identify more than 100 issues, each with a specific error code. We are also notified for issues like idling for more than 24 hours, loss of GPS signal, low battery, and multiple failed unlocks. In addition to the scooters themselves, our maintenance plan also includes regularly ensuring our parking areas are tidy.

- **Repairs:** If a maintenance issue is identified, the scooter is brought back to the warehouse for further analysis and repair. Only our highly trained and specialized Mechanics work on our scooters. Once a scooter has entered into the warehouse, the scooter must pass through five individual quality control diagnosis checkpoints by a Mechanics Lead before being redeployed. Our Mechanics Leads have been put through additional in-house training regarding identification of quality issues.

Lime has Standard Operating Procedures (SOPs) for every task to provide detailed steps for our Mechanics and Operations field team to ensure timely and consistent repair execution. Through our internal Operations and Mechanics App logs are maintained of all maintenance activities related to each scooter, which will be provided to the City upon request.

Environmental impact - Lifespan and disposal practice

Data from our global markets shows us that **one in four Lime trips takes someone out of a car and onto more sustainable transport options** - either by using a Lime scooter or bike to travel directly from A to B, or by improving connectivity to and from local hubs. Scooters can also **build new advocates for sustainable transport infrastructure like cycle lanes and low traffic areas.**

Lime has invested in our wider operational approach and supply chain to deliver environmental benefits across the board. Our Gen4 scooter has a confirmed lifespan of five years, with specific reuse and recycling partnerships set up to minimize waste when vehicles are no longer operable.

Pricing Plan

In Carthage Lime is committed to providing an affordable transportation option to every rider while providing safe, best-in-class service.

Our standard scooter price in Carthage will be $1.00 to unlock and $0.39 per minute. Bikes are $1.00 to unlock and $0.25/min

Lime Access: Lime offers heavily discounted pricing for lower-income individuals through our Lime Access program. Lime Access participants receive a 70%+ discount off our standard rates - just $.50 to unlock and $.015/minute. We also have special pricing programs both to better enable residents to

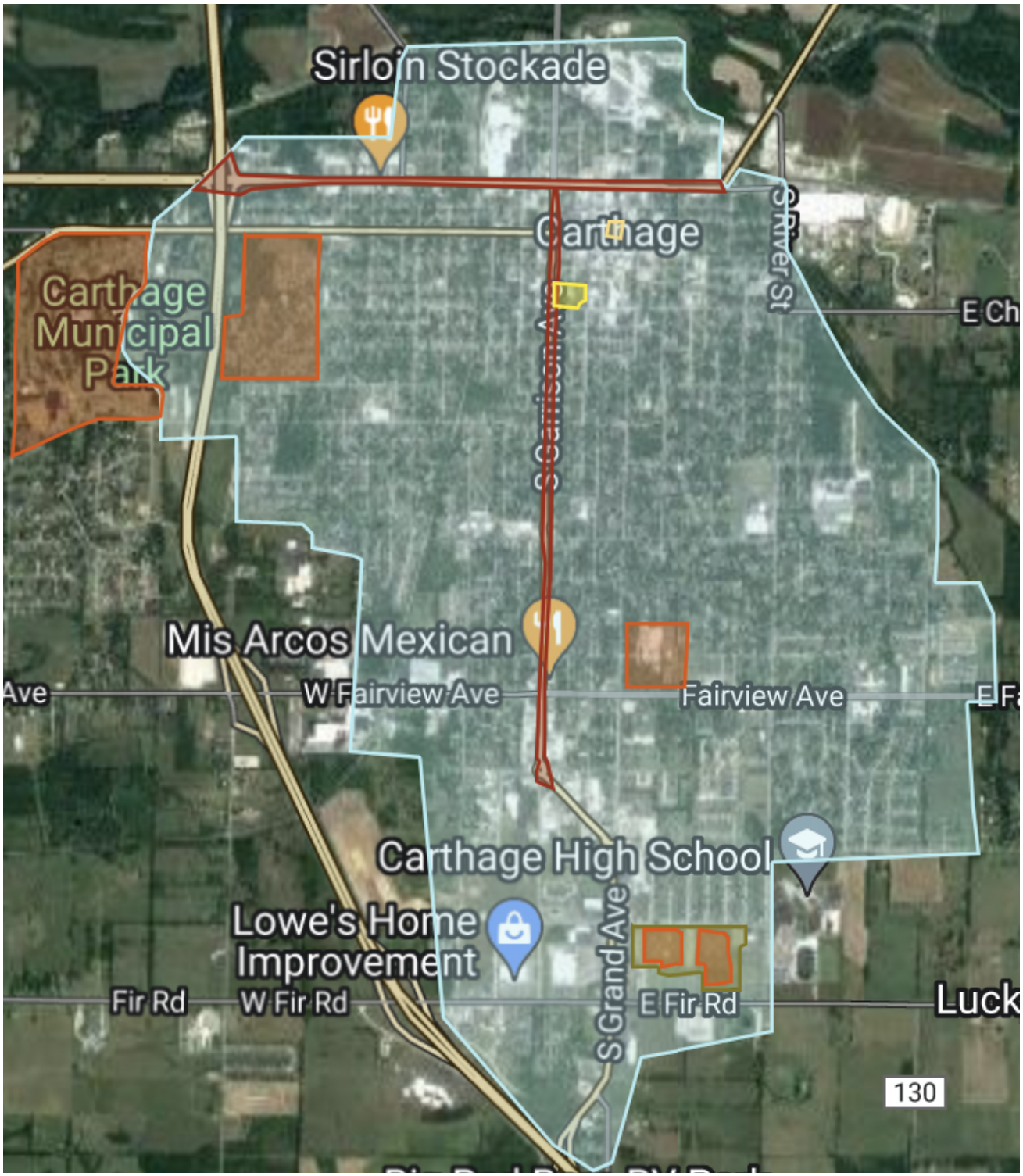
shift their daily trips to a more sustainable mode of transportation, as well as ensuring all riders can benefit from the City's scooter program, regardless of income.

Storage of Scooters

Upon request or based on need, all vehicles can be automatically remotely deactivated and will be locked and parked in designated areas or moved to our warehouses for repairs and charging as needed.

Proposed Fleet Size & Service Area

At launch, Lime proposes deploying a fleet of up to 50 scooters and 15-20 bikes across the Carthage Service Area (shown below AVG 50). Lime has the ability to quickly and easily expand our fleet further to meet growing demand at the City's request for seasonal or event based needs.



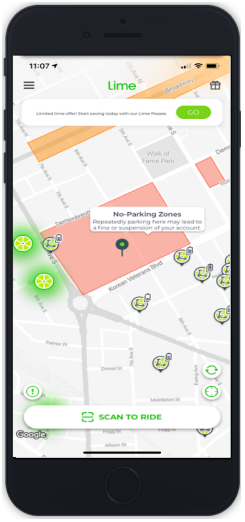
Operational / Rideable Area **RED** = No Operations Zone / No Rideable Area

Geo-Fencing Technology

As a result of investments in our hardware and software over the last five years, Lime now offers the industry's most accurate and responsive geo-fencing technology capabilities. **Our geofencing technology is accurate to within 2-3 feet and can be activated within one second.**

Lime uses geofencing to create virtual "zones" that limit speed, designate parking areas, and limit service areas. Geofenced zones are prominently displayed in our app to enhance rider awareness and compliance.

Our zone types include:



- **Service Zone (Boundary Limits):** Riders cannot travel outside the Service Zone.
- **No Parking Zone:** Riders are prevented from ending their ride in a no parking zone.
- **Preferred Parking Zone:** Identified in the app, all corrals will be designated as Preferred Parking Zones.
- **Low-Speed Zone:** Our app and the scooter screen inform users when they enter a Low-Speed Zone. Their speed will automatically and gradually be reduced to meet the zone-specific speed limit.
- **No-Ride Zone:** Similar to a Low-Speed zone, but the vehicle throttle will deactivate and users must physically roll the vehicle outside the zone in order to re-accelerate or end the trip.

Any of these zone types can quickly be created, adjusted, and removed; Lime will work closely with the City throughout our operations to implement and modify geofencing as-needed.

Please refer to the map in the section above to see examples of where you can and cannot ride in Carthage, based on Zoning. Any additional restrictions can be easily added and enforced with new zones.

Intended Program Launch

Lime would need one week between notification of award and launch, but Lime is able to flex this schedule as needed to meet the timeline of the city.

Deployment Strategy

Lime looks forward to working with the city of Carthage to discover the best locations for scooter deployment and which routes are available for riding.

Rebalancing/Redistribution: Our real-time dashboards track the position and status of every vehicle, so we can dispatch team members to rebalance the fleet immediately to address any issues. Each vehicle has GPS and wireless unit and wireless location technology so we can track details remotely, including distance travelled, estimated battery life and remaining mileage. We use a proprietary algorithm to prioritise field tasks based on route and task importance. This program is built into our operations app and turn-by-turn navigation to each task to minimise wasted travel.

Vehicles designated for scheduled inspection and maintenance, or those that have been reported as emerging faults, are deactivated and brought to the Lime warehouse.

Retrieval/Charging: The new Gen4 scooter has a replaceable battery which means that our local team can simply swap out dead batteries with fresh ones, which keeps the city fresh with fully charged scooters, without the need of taking the entire scooter back to a location where it can be charged. This drastically increases the uptime for scooters available in Carthage, ensuring that riders will always have scooters available for rent throughout the city.

Receiving and Resolving Issues

Riders and non-riders alike can report a vehicle blocking a sidewalk, travel lane, pedestrian right-of-way, or any other issue through Lime's 24/7, multilingual customer service. Our 175 member customer service team

provides support in numerous languages such as Spanish, Mandarin, and Korean. Lime's Carthage customer service will be available by **phone**, **email**, **text**, **Twitter**, through the **Lime app**, and via our **Trust and Safety Portal** website at safety.li.me. Live response times from our customer service team average roughly 60 seconds.

If the ticket requires an intervention (e.g. a vehicle that needs to be moved), our Customer Service Team marks the vehicle to be retrieved and rebalanced. This creates a task in our internal task management system for our Carthage Operations Team to quickly flag the vehicle for retrieval, which generally happens within 30 minutes and no more than two hours.

Helmet Distribution Strategy

Lime encourages all our riders to wear helmets through various channels, including direct messaging on our vehicles, in the Lime app, through social media, and at safety events throughout the year. Lime will also provide free helmets to riders at various events we will participate locally in Carthage throughout the year.

Local Operator Contact

Matt Reeves, our local Operations Coordinator in Tulsa, will be the City's direct point of contact. He can be reached via email at matt.reeves@li.me and via phone at 918-639-9004. In order to reach the entire Operations Team, please email **help-tulsa@li.me**.

Customer Service Operations

Lime makes reporting any issues simple for riders and non-riders alike. We provide numerous channels to contact Lime support, including via phone, email, through the Lime app, on social media, and via our website and safety portal. Lime's Customer Support is headquartered in San Francisco, with regional hub locations across the world, all of which are available 24/7.

Our main customer service number is 1-888-LIME-345 (1-888-546-3345). Like all means of contacting customer support, our phone support is available in multiple languages, including: Spanish, Mandarin, Korean, German, Tagalog, French, Italian, Portuguese, Hungarian, Hebrew, Polish, Romanian, Czech, Swedish, Finnish, Danish, and Greek, among others. Written correspondence via email, in-app or social media is easily and immediately translated in any language.

Safety History Summary

Lime has committed itself to the safety of riders and other citizens who live in the cities we operate. This commitment is why we are constantly updating our hardware and software. For example, our new Gen4 bikes and scooters are the most reliable and stable vehicles in the marketplace.

Lime also continues to innovate via our technology platform to help educate our riders on safer riding practices, limiting the speed of individuals new to riding micromobility vehicles, and ensuring that riders understand the safety guidelines created by the local government.

Complaint History Report

Lime is willing to provide a Compliant History Report per city upon request. Lime has not deployed any scooters in a market without approval from local authorities.

Communication & Outreach Plan

Lime's five-step ORDER framework promotes positive user behavior and trains users on appropriate parking, as well as addressing any misparked vehicles in 15 minutes.

O

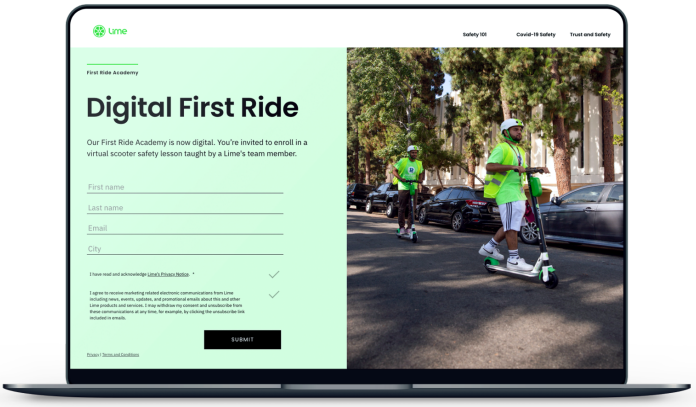
OUTREACH

Education starts before the first ride: All riders are required to take a "how to ride" tutorial and an in-app quiz before they can access a Lime scooter. Lime has partnered with the League of American Bicyclists to enhance this rider safety content, focusing on how to ride micromobility vehicles defensively in urban settings.

Social & Traditional Media: Lime will use our social media platforms on Twitter, Facebook, Instagram, and our website to reinforce City-specific rules along with emphasizing safe riding and respectful parking messages. We also collaborate with community partners to share these messages via their social media channels. In addition, Lime has a communications staff that shares our messaging via traditional media outlets.

Safety Portal: Our Safety Portal website (safety.li.me) includes how-to-ride video tutorials, a customer service request form, a discounted safety equipment store, and a signup form for our Digital First Ride events. Every week more than 4,000 people visit our safety portal weekly.

In-Person Education: In addition to online education, Lime and our community partners host in-person trainings like our signature **First Ride** events. These events can be recurring, interactive hour-long safety sessions hosted by our local Operations Team to educate riders on best practices to safely ride and properly park a scooter. **First Ride** events help to build a culture of scooter safety, educate riders on how to ride a scooter, and demonstrate Lime's commitment to safety.



On-Vehicle Education: Based on survey data and feedback, we found that some users learn best from information posted on the vehicle itself. Consequently, we have placed our customer service contact information and safety messaging on the stem of each scooter. In addition, we can securely affix hangtags to our vehicles that educate riders on safe operating and parking.

R

REMINDERS

Continuing Education: We provide regular ongoing messaging and reminders covering safety tips, parking information, and city-specific rules, including where riding and parking are permitted and prohibited. These reminders are sent via a variety of channels, including in-app messaging, text messages, and e-mail. We also sent messages based on specific triggers, like geographic area (notifying a rider of entering or leaving a geofenced zone), time of day, special events, and more. We can also post critical information permanently across the top of the home screen in the Lime app.

Rider Safety Scorecard: Providing transparent, timely feedback is a proven mechanism for behavior change. To help riders learn from prior issues, Lime provides a Safe Rider Scorecard, which shows riders a summary of their past issues, including factors like sidewalk riding, parking violations, and erratic riding.

D

DIGITAL TECHNOLOGY

Enhanced End of Trip Photos and Validation: Before riders are able to end a trip, riders are shown guidance regarding proper parking and must actively document that they have parked correctly with a photo showing the parked vehicle. Our Operations Team audits these photos, triggering incentives and rewards for good parking, and educational reminders, fines, and even deactivation for repeated parking violations.

EXECUTION

Monitoring and Reporting: Our Operations Team will monitor the fleet 24/7. We will deploy team members to retrieve any vehicles in need of charging, repair, or that have migrated outside the service area. We also have multiple channels for riders and non-riders alike to report parking issues or other concerns. Our response time to identified issues is generally less than 15 minutes and no more than two hours.

Age Verification: All Lime riders must be at least 18 years of age. Lime requires all riders to verify their age through a two-step ID validation process before they are allowed to take a trip.

RESPONSIBILITY

Fining: To create a culture of accountability, riders can be assessed fines for poor parking or riding behavior--including violations of the city rules and regulations--up to the full cost of any municipal fine. Repeat offenders will be expelled from the platform.

Easy Reporting: Lime makes reporting any complaints simple for riders and non-riders alike. We provide numerous channels to contact Lime support 24/7, including via phone, e-mail, in-app, and social media. Additionally, Lime's customer service contact information is affixed to the stem of each of our vehicles.

We also frequently partner with cities to integrate into their non-emergency reporting program so that people have a familiar avenue for reporting issues. For example, in Los Angeles, Lime is integrated with their 311 non-emergency reporting system. We are enthusiastic about integrating with GoCOS to enable reporting of issues directly via the GoCOS app.

User Equity Plan

Lime firmly believes that affordability should not be a barrier to access to reliable, safe transportation, including the Lime service. As a result, we were the **first dockless micromobility company to implement a program specifically to increase access for low-income community members**, **Lime Access.** This program provides a significant discount on our standard pricing and allows community members access to the Lime platform without the need for a bank account or smartphone.

Lime Access participants receive a 70%+ discount off our standard rates - just $.50 to unlock and $.07/minute. Recipients of any local, state, or Federal benefits, including students with Pell Grants, are eligible to participate.

Privacy Policy

We take great care to safeguard our users' privacy and to inform them about the data we collect and the circumstances under which we share data. Lime's Privacy Policy is available here https://www.li.me/en-us/legal/privacy-policy/

Lime stores minimal PII (personally identifiable information) in our database; we maintain name, email address, phone number only. Our data is always encrypted at-rest via AES-256 and encrypted in-transit via TLS. We also have access control policies to make sure data is not shared with anyone outside the Company. Within the company, only a limited number of administrators are able to access rider data and only for specified purposes.

We use PCI-compliant third-party processors for payment processing. The processor gives us a token to authorize a payment and we never touch or store the customer payment information.

Data Breach History

CONFIDENTIAL, PROPRIETARY, AND TRADE SECRET INFORMATION

To date, Lime has not had any US data breaches. Lime implements intrusion detection and intrusion protection systems ("IDS/IPS") for detecting suspicious activity within our system. Lime maintains an internal mailing list

for reports of suspicious activity. If a data breach were to occur, our communication protocol goes into effect. Lime will notify the authorities immediately and related business partners no later than 72 hours after discovering a data breach.

Data Sharing Agreement

Lime is committed to sharing meaningful and actionable data with our municipal partners. Lime will provide all of the data required, including real-time location and availability data for the fleet, archival trip data, archival collision data, and archival complaints data in the format determined by the City.

We also offer our proprietary Insights Dashboard that allows the City to access up-to-date data on the Carthage fleet on-demand. The Insights Dashboard also includes analysis of the most frequently sought data and the ability to download datasets in .csv format for further analysis.

Finally, Lime routinely collaborates with municipalities on surveys to collect and analyze additional useful data. We look forward to working closely with the City to distribute rider surveys.

Fees

Lime is able and willing to pay the City the fees indicated by the City of Carthage. Lime proposes a one year contract initiation payment of $1,875.00 ($25 per Lime Vehicles, assuming a fleet capacity of 75 Lime Vehicles for Carthage). In addition, Lime shall submit a fee of twenty cents ($0.20) per trip taken on any Mobility Device Lime has deployed in the City. The per-trip fee shall be invoiced quarterly.

Safe riding

Wherever we operate, safety is always our key focus. Lime has invested in industry-leading innovations to ensure our vehicles are safe for riders, other road users and pedestrians. These include:

- **Requiring all users to take training on the Lime app the first time they hire a scooter or bike.** More detailed training is available via our online scooter driving school and Lime also hosts regular in-person "First Ride Academy" training sessions across its global markets.
- **Capping the speed of our electric scooters.** Our GPS technology means we can enforce speed limits in specific, low-speed or no-ride zones, such as in pedestrian areas or outside schools.
- Fitting every one of our scooters with a clearly displayed **unique ID number** making it easy to identify and, if necessary, take enforcement measures against any rider breaking the rules.

These innovations are backed up by **high-quality, Lime designed and developed hardware**. Our Gen4 scooter is built for safety. It has been **developed from the data of over 200 million Lime rides around the world**, and has a number of best in class hardware features, including:

- Dual hand brakes and a drum braking system, **delivering the shortest braking distance of any shared rental scooter by up to 50%**
- Nine reflectors and lights onboard**, providing visibility of up to 300m**
- Lower baseboard and swept back handlebars to allow for **greater rider stability and rider indication via hand signals**
- **On-vehicle technology which provides an immediate geofence response**
- **12" front wheel and mountain bike-inspired suspension**
- **Double kickstand** to help safe parking and prevent our scooter from being knocked over

Lime is currently scheduled to launch the Gen4 scooter model in Carthage, Missouri starting in May.
Lime will continue to use its SJ 2.5 model to supplement the fleet in Carthage as needed.

Responsible parking

Lime uses mandatory parking systems to deliver well managed services. Users are required to end their scooter ride in parking bays, marked in the Lime app and on the ground. Lime's on-vehicle GPS technology, **accurate to up to 30cm**, prevents users ending their rides outside of these zones - created in consultation with local authorities - **avoiding issues with street clutter and helping to create an ordered and well managed trial that works for everyone.**

In addition to this technology, Lime also invests in **on the ground operations teams across its service areas**, which are responsible for collecting and re-parking any abandoned or mis-parked vehicles, as well as other fleet management tasks, such as swapping batteries, conducting safety and maintenance checks, vehicle sanitization and monitoring for poor rider behavior like pavement riding or double riding.

Investing in equitable access

Lime operates in over 200 cities worldwide. We know that **no-one should ever be priced out of making more sustainable transport choices**, and we have developed specific initiatives to ensure this doesn't happen in our partner cities.

Our Lime Access program provides key workers, students, apprentices and other eligible riders with unlimited discounted rides. This is live across our global markets, and has delivered hundreds of thousands of discounted rides to date.

Community engagement is about more than free and discounted rides. Wherever we operate, Lime also partners with local charities to provide funding and wider support to them via our **"Lime Hero"** initiative. Hero encourages Lime riders to round up the cost of their ride to the nearest currency unit, with Lime matching all donations. Ahead of our prospective Dallas launch, **Lime is already working to secure a local Lime Hero partnership** .

Lime's commitment to equitable access extends to our own workplaces, which is why Lime is **a proud living wage employer.**

Data sharing

We know cities need data to understand and assess the impact of our services. Lime is committed to sharing all relevant usage data with our partner cities using MDS and GBFS APIs, alongside providing access to our proprietary "Insights Dashboard", which tracks usage patterns alongside other key metrics such as fleet size and trips per vehicle.

In addition to this, Lime also manually shares data with cities to assess on-street management - for instance, parking compliance and operational response times, as well as mode shift survey data to evaluate sustainable impact. **This type of information is crucial when developing long term partnerships with cities.**

By focusing on **safety, responsible parking, equitable access, environmental impact and data sharing**, Lime has been able to build and scale services that **deliver on cities' key aims**. We are excited by the opportunity to launch in Dallas, and are working hard to ensure we can launch and manage services that will help micromobility become a part of Dallas' transportation system.

The undersigned hereby certifies that the contents of the application are true and correct; and in consideration of the issuance of said license(s), agrees to fully comply with all applicable ordinances of The City of Oklahoma City and statutes of the State of Oklahoma.

Neutron Holdings, Inc. dba LIME

Robert Greenleaf

_____
Authorized Person

03/ /23
Date

State of Oklahoma)

County of Oklahoma)

Subscribed and sworn to before me on _____ day of _____, 2023

.

_____
Notary Public

Commission Expires: _____
Commission Number: _____

COUNCIL BILL NO. 23-25 **ORDINANCE NO._____**

An Ordinance annexing certain adjacent territory commonly known as 2213 Missouri Avenue into the City of Carthage, Jasper County, Missouri as requested by ESM Technologies, LLC dba Stratum Nutrition

WHEREAS, a verified petition signed by all the owners of the real estate hereinafter described requesting annexation of said territory into the City of Carthage, Missouri, was filed with the Clerk; and

WHEREAS, said real estate as hereinafter described is adjacent and contiguous to the present corporate limits of the City of Carthage; and

WHEREAS, the Planning & Zoning Commission held a public hearing on April 3, 2023 and made a recommendation to the City Council to accept the zoning classification as requested as "F" (Light Industrial); and

WHEREAS, a public hearing concerning the said matter was held at City Hall Carthage, Missouri, at 6:30 p.m. on April 11, 2023; and

WHEREAS, notice of said public hearing was given by publication of notice thereof; and

WHEREAS, at said public hearing all interested persons, corporations, or political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation and zoning classification; and

WHEREAS, no written objections to the proposed annexation were filed with the Council of the City of Carthage within fourteen days after the public hearing; and

WHEREAS, the Council of the City of Carthage does find and determine that said annexation is reasonable and necessary to the proper development of the City; and

WHEREAS, the City is able to furnish normal municipal services to said area within a reasonable time after annexation.

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

SECTION I: Pursuant to the provisions of Section 71.012 RSMo., the following described real estate is hereby annexed and zoned respectively into the City of Carthage, Missouri, to wit:

All of Lot Numbered One (1) in Block D in Fairlawn Addition, s Sub-Division in Jasper County, Missouri, according to the recorded plat thereof, subject to easements, restrictions and reservations of record, if any.

SECTION II: The boundaries of the City of Carthage, Missouri are hereby altered so as to encompass the above described tract of land lying adjacent and contiguous to present corporate limits.

SECTION III: The City Council accepts the recommendation to the zoning classification as requested as "F" (Light Industrial).

SECTION IV: The City Clerk of the City of Carthage, is hereby ordered to cause three certified copies of the Ordinance to be filed with the Jasper County Clerk.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

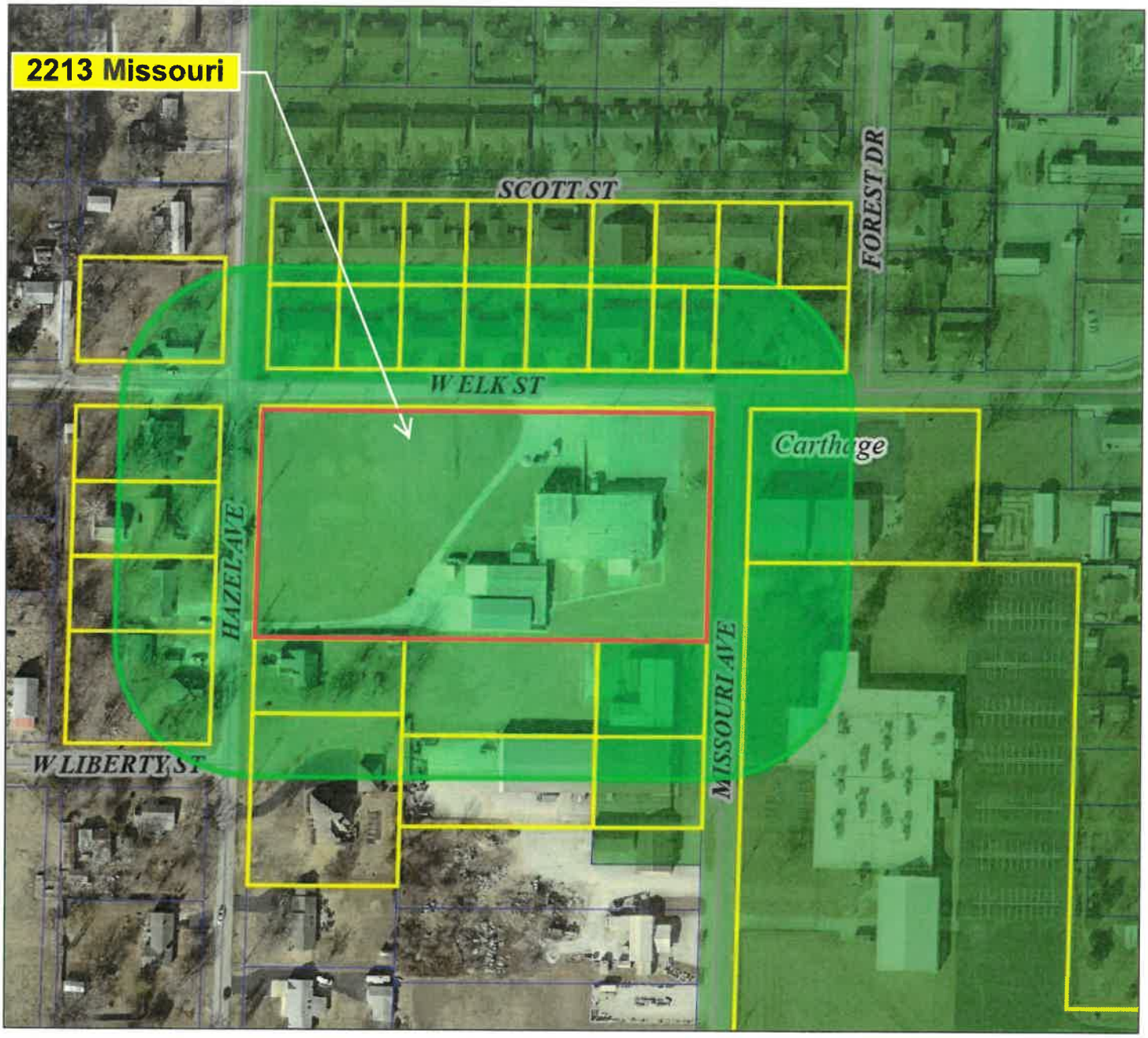
_____
Dan Rife, Mayor

ATTEST:

_____
Miranda Deal, City Clerk

Sponsored by: Planning, Zoning & Historic Preservation Committee

185' Property Ownership Map
2213 Missouri



Date created: 3/23/2023
Last Data Uploaded: 3/23/2023 2:43:24 AM

Developed by Schneider GEOSPATIAL

Current City Limits

Date created: 3/14/2023
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Developed by Schneider GEOSPATIAL

Current City Zoning Map

COUNCIL BILL NO.___23-26___ ORDINANCE NO. _____

An Ordinance to add Chapter 17 Article 5; Urban Development and Establish the Carthage Redevelopment Corporation in the City of Carthage, Missouri.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE,

JASPER COUNTY, MISSOURI as follows:

SECTION I: The Mayor shall establish the Carthage Redevelopment Corporation, Inc in accordance with Chapter 353 RSMo. A copy of the proposed Articles of Agreement are attached as Exhibit A.

SECTION II: Eligibility.

E**ligible Areas:** "Blighted areas" in Missouri. For purpose of 353 tax abasement the term "blighted area" is defined as: "an area which, by reason of the predominance of unsanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use."

SECTION III: Statutory Requirements.

The City must determine that certain requirements have been met before approving a development plan ("353 Plan") filed by the Urban Redevelopment Corporation (URC). These requirements are set forth under 353.020 to 353.150 of the Revised Statutes for the State of Missouri (RSMo).

The following criteria are the minimum standards or thresholds that must be met to qualify for potential benefits under RSMO chapter 353.

1. The project shall occur within an incorporated portion of the City

2. The project must occur on property that is deemed blighted by the City.

3. If the project involves a building(s) previously deemed historical and contributing to an historic district, the project shall restore the property in a manner faithful to its historical context.

4. The project shall include a minimum level of improvements to the real property (not including inventory, personal property, etc.) and defined as a percentage of the appraised value prior to the start of the project:

a. If involving an existing structure(s), the project must show a minimum investment in improvements to the real property greater than 50%

b. If the project involves new construction, the project must show an investment in improvements to the real property greater than 200%

5. The project shall result in the creation of a minimum number of new jobs or new living units

based on the type of project:

a. If a commercial project, at least 3 jobs must be created.

b. If an industrial project, at least 6 jobs must be created.

c. If a residential project, at least 4 new living units must be created.

SECTION IV. Guidance and Policies.

1. Abatements will be structured to apply to the improvements only. Abatements on the base real estate property tax will not be allowed. If the property was not taxable prior to the project, the pre-project assessed value will be established as the base.
2. The City may approve RSMO 353 tax abatements for up to 25 years to encourage redevelopment in blighted areas. During the first 10 years, up to 100% of the incremental increase in real property taxes can be abated. For the next 15 years, up to 50% of the incremental increase in real property taxes can be abated.

    a. The duration of abatements may be shorter than the maximum allowed by law. Criteria for making this determination shall be based on such factors as the magnitude and potential impact of the project as well as the extent the project meets or exceeds the original qualification criteria.

    b. Payment in lieu of taxes ("PILOT") may be imposed on the project by contract to achieve an effective tax abatement that is less than the abatement established by state law. PILOTs are paid on an annual basis to replace all or part of the abated real estate taxes. PILOTs will be allocated to each taxing entity according to their proportionate share of ad valorem taxes.

3. Abatements should not be authorized unless a public benefit results and the abatement can reasonably be expected to reduce or eliminate blight in the area.
4. It is important to seek support from the Jasper County Commission, Carthage School District and other taxing entities for 353 tax abatements on a project-by-project basis.
5. The City is not required to approve any project or extend any benefits and incentives to any plan and reserves the right to deviate from the literal interpretation and application of these policies.
6. Projects granted tax abatements may be required to submit to an annual review, if requested by the City, to ensure that ownership and other qualifying criteria continue to be adequately satisfied.

SECTION V. Submission of Proposed Development Plans.

A. **Formal Letter of Intent**: Any commercial, residential or industrial prospect can submit a Letter of Intent to apply for 353 tax benefits resulting from a proposed investment in a "blighted" area. This should be sent to the attention of the City Clerk or to the contact established in the initial inquiry. At a minimum the letter of intent should include:
    1. Applicant information including name, address, contact phone and email address.
        i. If the applicant is a corporation, provide the corporate headquarter location and a designated representative's contact information.

ii. If the applicant is a partnership, include information for each member and designate one person to be the primary contact.

2. Property information including the location, current use, applicant's reason for belief the property is blighted, as well as the current ownership status of the property.

3. Project proposal including a plan for development of the property, a tentative project timeline and budget, current and proposed photos and designs of the property, and the type of development (residential or commercial).

    i. If a residential project, provide information such as a proposed rent schedule, the number of units involved, and whether the units are to be occupied by elderly, low income families, market-rate rentals or condominiums.

    ii. If a commercial or retail project, describe the estimated number of post construction jobs this will generate, whether they are full or part time, and the estimated average hourly rate

4. Additional information if the project will result in an existing business or facility to relocate, and why the relocation will benefit the city.

B. **Initial Review**: Upon receipt of a letter of intent, the Mayor and other City representatives will review the proposed project.

1. Whether the preliminary information provided in the letter of intent appears to meet or exceed the Redevelopment Criteria, and

2. If the applicant has made a compelling argument for the property's proposed blighted status, then

3. If the proposed project and location are deemed as potentially qualifying, a City representative will be assigned to assist with:

    i. Preparing a digital and hard copy project folder that includes the letter of intent content and all future information obtained for the project.

    ii. Arrange a meeting with the applicant to review the letter of intent and review the requirements of the formal application.

    iii. Provide written notification to the Jasper County Commission, the Carthage School District, the Carthage Redevelopment Corporation and City of a proposed project that appears to meet the minimum criteria, the estimated investment, type of project, and the number of proposed jobs or residential units.

C. **Formal Application**: For the formal application, a City representative will provide some assistance to the applicant in collecting additional required information for submission to the Carthage Redevelopment Corporation. The goal is to provide enough information to clearly establish the developer's final intent. This includes:

1. Information provided in the original letter of intent (enhanced or improved as needed).

2. Any drawings of renovation plans, plot plans, parking, etc.
3. A legal description of the property.
4. The current property taxes on the property.
    i. If the property is not currently taxed (i.e. city or NFP owned), include an appraisal or contract to purchase that can establish the value of the property and potential property taxes that will be generated in its present state.
5. The estimated appraised value of the property once the project is completed. If the project will be completed in phases, include a timeline of the project including major milestones throughout the construction and development of the property.

SECTION VI. Carthage Redevelopment Corporation Review.

The formal application will be submitted to the CRC for review and evaluation. The CRC is expected to make the following determinations and then meet with the Mayor and City Representatives to review their findings:

1. If the project property is located within the city limits.
2. If the CRC concurs with applicant's belief the property is either blighted or located in a blighted area.
3. If the proposed project meets the goals and requirements of the CRC.
4. Determine the value of the investment if the project proceeds.
5. Recommend a 353 tax abatement schedule with respect to abatement levels and schedule.

SECTION VII. Council hearing and determination.

1. If it is determined the application meets the goals and policies of the CRC and the City, a public hearing before the City Council shall be set.
    a. A notice of hearing shall be advertised in the newspaper of local circulation not more than 21 days and not less than 7 before the hearing or in accordance with the most current state notification law.
    b. A letter will be sent to all taxing entities whose boundaries include any portion of the proposed development property,
    c. All notices must include:
        i. the date, time and place of the hearing
        ii. that comments will be invited.
        iii. a written statement of the impact on ad valorem taxes such tax abatement will have on the political subdivisions (a "tax impact statement"). The tax impact statement must include, at a minimum, an estimate of the amount of ad valorem tax revenues of each political subdivision that will be affected by the proposed tax abatement

2. At the public hearing any interested person and the applicant corporation may be heard. After the public hearing the council may:
    a. Unconditionally approve the plan and authorize the mayor on behalf of the city to enter into a redevelopment agreement with the corporation.
    b. Approve the plan subject to conditions or restrictions and authorize the mayor on behalf of the city to enter into a redevelopment agreement with the corporation.
    c. Require the corporation to make changes in the plan for resubmission to the council.
    d. Disapprove the plan.
3. If the plan is approved, the council may adopt the plan by ordinance which may also incorporate the redevelopment agreement between the city and the corporation regarding the implementation of the plan.

SECTION VIII. Post Hearing.

1. After the public hearing, the municipality may approve a development plan by ordinance. No tax abatement available under a development plan will be permitted until:
    a. The developer enters into a redevelopment agreement with the municipality describing the terms and conditions of the abatement and
    b. Title to the property at issue passes to the CRC so deed restrictions can be applied binding the property and development to the terms of the development plan before deeding it back to the developer.
    c. If the city council approves a development plan, that plan shall not thereafter be amended without the consent of the corporation which proposed the approved plan.

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

PASSED AND APPROVED THIS ____ DAY OF _____, 2023.

_____

MAYOR

ATTEST:

_____

CITY CLERK

ARTICLES OF AGREEMENT
OF
CARTHAGE REDEVELOPMENT CORPORATION, INC.

The undersigned natural persons of the age of eighteen years or more for the purpose of forming and incorporating a corporation under The Urban Redevelopment Law of the State of Missouri (Chapter 353 of the Missouri Revised Statutes) adopts the following Articles of Agreement:

ARTICLE I

The name of the corporation (hereinafter referred to as the "Corporation") is Carthage Redevelopment Corporation, Inc.

ARTICLE II

The purposes for which the Corporation is formed are:

(a) To acquire, construct, maintain and operate a redevelopment project or projects in accordance with the provisions of The Urban Redevelopment Corporations Law of the State of Missouri, Chapter 353 of the Missouri Revised Statutes, as now enacted or hereafter amended; and

(b) In general, to have and exercise all powers conferred by the laws of Missouri upon corporations formed under the laws of The Urban Redevelopment Corporations Law of the State of Missouri, and to do any and all things hereinbefore set forth to the same extent as natural persons might or could do.

ARTICLE III

The aggregate number, class and par value, if any, of shares which the Corporation shall have authority to issue shall be One Hundred shares of Common Stock, each of which shall have a par value of One Cent per share, amounting in the aggregate to One Dollar. The preferences, qualifications, limitations, restrictions, and the special or relative rights including convertible rights, if any, in respect of the shares of each class are as follows: None.

ARTICLE IV

The preemptive right of a shareholder to acquire additional shares is denied.

ARTICLE V

The City and County in which the Corporation's principal business office is to be located is the City of Carthage, in the County of Jasper, Missouri.

ARTICLE VI

The duration of the Corporation shall be for 99 years.

ARTICLE VII

The number of Directors to constitute the initial Board of Directors is five. Thereafter, the number of directors shall be fixed by, or in the manner of the Bylaws; provided, however, that the number of directors shall in no event be fewer than five or more than eleven.

ARTICLE VIII

The names and addresses of the Directors of the Corporation for the first year are as follows:

Darren Collier
528 East Centennial Avenue
Carthage, MO 64836

Lora Phelps
2422 Theo Street
Carthage, MO 64836

Maria Sanchez
1301 Jude Lane
Carthage, MO 64836

Stanley Schmidt
1105 Industrial Drive
Carthage, MO 64836

Jeffrey Williams
1623 Alexandra Drive
Carthage, MO 64836

ARTICLE IX

The names and addresses of the Incorporators of the Corporation are as follows:

Gregory Dagnan
326 Grant Street
Carthage, MO 64836

Stephanie Howard
627 W Centennial Ave
Carthage, MO 64836

Jeffrey Meredith
627 W Centennial Ave
Carthage, MO 64836

ARTICLE X

In the event that income debenture certificates are issued by the Corporation, the owners thereof shall have the same right to vote as they would have if they possessed certificates of stock of the amount and par value of the income debenture certificates held by them.

ARTICLE XI

The Corporation has been organized to serve a public purpose; all real estate acquired by it and all structures erected by it are to be acquired for the purpose of promoting the public health, safety and welfare, and the stockholders of the Corporation shall, when they subscribe to and receive the stock thereof, agree that the net earnings of the Corporation shall be limited to an amount not to exceed eight percent per annum of the cost to the Corporation of the redevelopment project including the cost of the land, or the balances of such cost as reduced by amortization payments; provided, that the net earnings derived from any redevelopment project shall in no event exceed a sum equal to either percent per annum upon the entire cost thereof. Such net earnings shall be computed after deducting from gross earnings the following:

(a) All costs and expenses of maintenance and operation;

(b) Amounts paid for taxes, assessments, insurance premiums and other similar charges; and

(c) An annual amount sufficient to amortize the cost of the entire project at the end of the period, which shall not be more than sixty years from the date of completion of the project.

The Corporation's development plan may contain provisions satisfactory to the legislative authority authorizing such plan that any surplus earnings in excess of the rate of net earnings provided in the Urban Redevelopment Corporations Law of Missouri may be held by the Corporation as a reserve for maintenance of such rate of return in the future and may be used by the Corporation to offset any deficiency in such rate of return which may have occurred in prior years; or may be used to accelerate the amortization payments; or for the enlargement of the project; or for reduction in rentals therein.

ARTICLE XII

The Corporation, organized under The Urban Redevelopment Corporations Law, declares that it is organized for the purpose of the clearance, replanning, reconstruction, or rehabilitation of blighted areas, and the construction or rehabilitation of such industrial, commercial, residential, or public structures as may be appropriate, including provisions for recreational and other facilities incidental or appurtenant thereto.

ARTICLE XIII

The address of the Corporation's initial registered office in the state is 326 Grant Street, Carthage, MO 64836 and the name of its initial registered agent is Nathaniel Dally.

ARTICLE XIV

The private property of the shareholders shall not be subject to the payment of corporate debts to any extent whatsoever.

ARTICLE XV

The Corporation shall indemnify and protect any director, officer, employee or agent of the Corporation, or any person who serves at the request of the Corporation as a director, officer, employee, member, manager, and their respective heirs and legal representatives, by this corporation against all liabilities incurred in connection with any suite or matter in which they are involved by reason of their relationship with this corporation to the extent and in the manner permitted by Section 351.355 of the Revised Statutes of Missouri, as the same presently exists or is hereafter amended.

IN WITNESS WHEREOF, these Articles of Agreement have been signed this _____ day of _____, 2023.

By: _____
Gregory Dagnan, Incorporator

By:_____
Stephanie Howard, Incorporator

By: _____
Jeffrey Meredith, Incorporator

CERTIFICATE OF CORPORATE RESOLUTION OF THE CARTHAGE REDEVELOPMENT

CORPORATION INC.,

Resolution No. 2023-01

A RESOLUTION approving the Bylaws of the Carthage Redevelopment Corporation; authorizing the Chairman to execute the same and setting a date when this Resolution shall become effective.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CARTHAGE REDEVLOPMENT CORPORATION, CARTHAGE, MISSOURI, as follows:

Section 1. That the Board approves the Bylaws of the Carthage Redevelopment Corporation Inc., a true and accurate copy of the same being attached hereto.

Section 2. That this Resolution shall become effective from and after the date of passage thereof.

PASSED BY THE BOARD OF DIRECTORS OF THE CARTHAGE REDEVELOPMENT CORPORATION, CARTHAGE, MISSOURI, this ____Day of _____2023.

ATTEST:

_____ _____

_____, Secretary _____, Chairman

CARTHAGE REDEVELOPMENT CORPORATION, INC.

ARTICLE I Name and Purpose

Section 1. Name. The name of the corporation shall be the Carthage Redevelopment Corporation, Inc., (hereinafter referred to as the "Corporation" or “CRC”).

Section 2. Purpose. The purpose for which the CRC is organized is as set forth in the Articles of Agreement of the Corporation.

ARTICLE II Locations of Offices

The principal office of the CRC shall be located in Carthage, Missouri or at such other place, as the Board of Directors may designate.

ARTICLE III Board of Directors

Section 1. General Powers. The affairs of the CRC shall be managed by its Board of Directors (hereinafter referred to as the "Board").

Section 2. Number and Qualifications. The Board shall consist of no fewer than five and no more than eleven members.

Section 3. Election Process. The Directors of the corporation shall be elected at the annual meeting of the corporation each year. The current Board of Directors shall look at any vacancies and seek out individuals to fill any open terms. The initial Board of Directors shall be those individuals named in the Articles of Agreement filed with the Missouri Secretary of State.

Section 4. Term. All directors shall serve a term of one year, but may serve an unlimited number of terms without a break in service.

Section 5. Ex-Officio Board Members. In addition to the elected members of the Board, the Mayor of the City of Carthage or their designees shall be ex-officio members of the Board but they shall have no vote on corporation issues.

Section 6. Resignation and Removal. A Director may resign at any time by submitting his written resignation to the Chairman of the Board. Resignations shall be effective on the date specified therein, or, if no date is specified, upon receipt by the Chairman. A Director may be removed by a majority vote of the Directors then in office or by action of the Carthage City Council.

Section 7. Vacancies. Any vacancy in an elected director shall be filled by an individual nominated by the Board to complete the existing Board term. Any ex-officio director vacancies will be filled by the individual selected to fill the position by the Mayor of the City of Carthage or their designee.

Section 8. Attendance. Directors are required to attend at least one-half of the Board meetings held each year. A Director who fails to meet the above attendance requirement or who misses three consecutive regularly scheduled meetings may be removed from office.

Section 9. Regular Meetings. Regular meetings of the Board may be held quarterly at the principal

place of business of the Corporation or as specified in the notice of the meeting. The meeting held during the 2nd quarter shall be the annual meeting of the Board.

Section 10. Special Meetings. Special meetings of the Board may be called at the request of the Chairman or two Directors. The location of special meetings shall be at the principal office of the CRC unless a majority of the Directors deem it appropriate to meet at another location.

Section 11. Notice. Written or printed notice stating the place, day, hour of the meeting and, in case of a special meeting, the purpose or purposes for which it is called shall be delivered not less than two nor more than fourteen days before the date of the meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called.

Section 12. Quorum. A majority of the whole Board present shall constitute a quorum for the transaction of any business at any meeting of the Board.

Section 13. Voting. Each Director shall be entitled to one vote, proxies are not allowed.

Section 14. Compensation. Directors shall not receive any stated salaries for their services. They may receive reimbursement for necessary expenses, as authorized and approved by the Board. Notwithstanding the foregoing, nothing contained in this Section shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefore.

ARTICLE IV Officers

Section 1. Officers. The officers of the Corporation shall be a Chairman, Vice-Chairman, and a Secretary/Treasurer. Each office shall be held by one Board member and cannot occupy more than one officer role at a time.

Section 2. Election and Term of Office. The officers of the Corporation shall be elected by the Board at its annual meeting. Each officer shall hold office for one year or until his successor shall have been duly elected. No person except the Chairman shall serve in any single office for more than three consecutive one-year terms. After an absence of one year in any office, such person shall be eligible for re-election to that office for up to three additional consecutive one-year terms.

Section 3. Removal. Any officer elected or appointed by the Board may be removed by a majority vote of the Directors in office.

Section 4. Vacancies. A vacancy in any office due to death, resignation, removal, disqualification or otherwise may be filled by the Board for the unexpired portion of the term.

Section 5. Chairman. The Chairman shall preside at all meetings of the Board, and shall see that all orders and resolutions of the Board are carried into effect and, in general, shall perform all duties incident to the office of Chairman.

Section 6. Vice-Chairman. The Vice-Chairman shall act in the absence of the Chairman, in which case they shall have all the power and authority of the Chairman.

Section 7. Secretary/Treasurer. The Secretary/Treasurer shall give or cause to be given notices of all meetings, record or cause to be recorded minutes of all meetings of the Board, and shall have charge and custody of and be responsible for all funds and securities of the Corporation.

ARTICLE V Fiscal & Legal Matters

Section 1. Contracts. The Chairman may enter into contracts on behalf of the Corporation after being authorized to do so by a quorum-qualified vote at a regular or special meeting called for that purpose.

Section 2. Payments. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness shall be signed by the Treasurer of the Corporation or Chairman of the Board. Any checks, drafts or orders for the payment of money, notes or other evidences of indebtedness of the Corporation exceeding Five Hundred Dollars, shall be countersigned by both the Chairman and Treasurer.

Section 3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies and other depositories as the Board may select.

Section 4. Gifts. The Board may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

ARTICLE VI Indemnification

The Corporation shall indemnify and protect any director, officer, employee or agent of the Corporation, or any person who serves at the request of the Corporation as a director, officer, employee, member, manager, and their respective heirs and legal representatives, by this corporation against all liabilities incurred in connection with any suit or matter in which they are involved by reason of their relationship with this corporation.

ARTICLE VII Conflicts of Interest

No contract or transaction between the Corporation and one or more of its Directors, officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its Directors or officers are directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction.

ARTICLE VIII Books and Records

The Corporation shall keep correct and complete books and records of account, shall keep minutes of the proceedings of the Board and committees having any of the authority of the Board, and shall keep, at the registered or principal office, a record giving the names and addresses of the members of the Board,

ARTICLE IX Fiscal Year

The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year.

ARTICLE X Waiver of Notice

Whenever any notice is required to be given by law, the Articles of Agreement or these Bylaws, a waiver thereof in writing signed by the person or person entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XIII Dissolution

In the event of the dissolution of the Corporation or the winding up of its affairs, or other liquidation of its assets, all assets of the Corporation remaining after the payment of the Corporation's debts shall be conveyed or distributed to the City of Carthage, Missouri.

ARTICLE XIV Amendments

These Bylaws may be altered, amended or repealed and new bylaws adopted by a majority vote of the Directors then in office; provided, however, that notice of the proposed amendment be given to each Director ten days prior thereto.

* * *

Adopted by the Board of Directors of the CARTHAGE REDEVELOPMENT CORPORATION, INC.,
this _____ Day of _____, 2023.

ATTEST:

_____	_____
_____, Secretary	_____, Chairman
CARTHAGE REDEVELOPMENT CORPORATION, INC.	CARTHAGE REDEVELOPMENT CORPORATION, INC.

COUNCIL BILL NO.___23-27___ **ORDINANCE NO. _____**

An Ordinance vacating that portion of North McGregor Street running North/South between 431 and 503 High Street in the City of Carthage, Missouri

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

SECTION I: That portion of North McGregor Street between 431 and 503 High Street., beginning on the North Side of the High Street setback and running North to the so South line of the Railroad Right of Way in the City of Carthage is hereby vacated. The City is to retain any utility easements on and through the vacated portion of the Street the same dimensions and size as the current street.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

_____
Dan Rife, Mayor

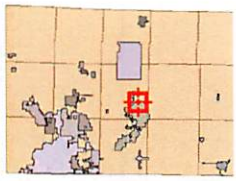
ATTEST:

_____
Miranda Deal, City Clerk

Sponsored by: Public Works Committee

Beacon™ Jasper County, MO

Overview



Legend

- County Boundary
- Parcels
- Local Roads

Any split parcels recorded after the middle of May will not display until the next tax year.

Date created: 3/28/2023
Last Data Uploaded: 3/28/2023 3:00:16 AM

Developed by Schneider GEOSPATIAL

COUNCIL BILL NO. ___23-28___ **ORDINANCE NO. _____**

An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Zanevan Engineering, LLC for Engineering for ADA compliant sidewalks along Route HH/Fir Road and Chapel Road, in the City of Carthage, Missouri.

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

SECTION I: The agreement with Zanevan Engineering, LLC for Engineering for ADA compliant sidewalks along Route HH/Fir Road and Chapel Road, attached hereto as Exhibit A and incorporated herein by reference is approved as a contractual obligation of the city of Carthage, Missouri.

SECTION II: The Mayor is hereby authorized and directed to execute said agreement, in Exhibit A, on behalf of the City of Carthage, Missouri, and to affix the municipal seal hereto and to attest the same.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

_____
Dan Rife, Mayor

ATTEST:

_____
Miranda Deal, City Clerk

Sponsored by: Public Works Committee

CITY OF CARTHAGE

Public Works Department 623 E. 7th Carthage MO 64836
Tele: **(417) 237-7010** ***Fax:*** **(417) 237-7011**
Email: **pwd@carthagemo.gov**

"America's Maple Leaf City"

March 30, 2023

Mr. Jason Eckhart, P.E.,
Zanevan Engineering, LLC
1221 Oak Street
Carthage, Missouri 64836

RE: TAP-1601(705) Route HH/Fir Road and Chapel Road Sidewalks
Carthage, Missouri

Dear Mr. Eckhart,

Please be advised that the City of Carthage has selected Zanevan Engineering, LLC. to provide design and construction inspection services for the above project. The selection was made from the LPA On-Call Consultant List in accordance with Missouri Department of Transportation Engineering Policy Guide Section 136.4.2.4.3. We look forward to working with you on this project.

Sincerely,

Zeb Carney
Public Works Director

SPONSOR: City of Carthage, Missouri
LOCATION: Carthage, Missouri
PROJECT: TAP-1601(705) Route HH & Chapel Road

THIS CONTRACT is between City of Carthage, Missouri, hereinafter referred to as the "Local Agency", and Zanevan Engineering, LLC, Carthage, Missouri, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its Transportation Alternatives Program, coordinated through the Missouri Department of Transportation, the Local Agency intends to construct ADA compliant sidewalks along Route HH/Fir Road and Chapel Road and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

A. DESIGN PHASE - The Engineer will:

1. determine the needs of the Local Agency for the project;

2. conduct topographic, property and utility surveys sufficient to develop plans for the project;

3. arrange for subsurface investigations, if needed;

4. conduct hydraulic studies, prepare alternative designs and cost estimates, develop preliminary plans, and recommend to the Local Agency the best overall general design based on these studies;

5. submit electronic copies of preliminary plans, estimates and studies for review by the Local Agency and Missouri Department of Transportation (MoDOT);

6. prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project. Provision will be made in the contract documents for that portion of the work that will be performed by Local Agency's forces;

7. secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, and assist the Local Agency in acquiring the right-of-way deeds needed for the project;

8. ensure compliance with water quality requirements by coordinating with the Missouri Department of Natural Resources and the U.S. Army Corps of Engineers and also insure

compliance with the requirements of the Federal Emergency Management Agency (FEMA);

9. ensure compliance with historic preservation requirements through coordination with the Missouri Department of Natural Resources, and if deemed necessary, arrange to have the site examined by a qualified archaeologist on a subcontract basis. Cost of an archaeological study is not included in this contract. A Supplemental Agreement will be issued if an archaeological study is required;

10. ensure compliance with all regulations in regards to noise abatement and air quality, if necessary; and

11. provide the Local Agency electronic copy of completed plans, specifications and/cost estimates for the purpose of obtaining construction authorization from the Missouri Department of Transportation.

12. arrange for hazardous waste inspection and, if deemed necessary, arrange to have the hazardous waste removed by a qualified disposer on a subcontract basis. Cost of hazardous waste mitigation is not included in this contract. A Supplemental Agreement will be issued if mitigation is required.

B. BIDDING PHASE - The Engineer will:

1. upon receipt of construction authorization from MoDOT, make final corrections resulting from reviews by agencies involved, and provide an adequate number of plans, specifications, and bid documents to the Local Agency;

2. provide the Local Agency with a list of qualified area bidders and assist Local Agency in advertising for bids; and

3. assist the Local Agency in evaluating bids and requesting concurrence in award from MoDOT;

C. CONSTRUCTION PHASE - The Engineer will serve as the Local Agency's representative for administering the terms of the construction contract between Local Agency and their Contractor. Engineer will endeavor to protect the Local Agency against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Engineer's services will include more specifically as follows:

1. assist the Local Agency with a preconstruction conference to discuss project details with the Contractor;

2. make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces. The Engineer will accompany MoDOT and FHWA representatives on visits of the project site as requested;

3. check shop drawings and review schedules and drawings submitted by the Contractor;

4. reject work not conforming to the project documents;

5. prepare change orders for issuance by the Local Agency as necessary and assure that proper approvals are made prior to work being performed;

6. review wage rates, postings, equal employment opportunity and other related items called for in the contract documents;

7. inspect materials, review material certifications furnished by Contractor, sample concrete and other materials as required, and arrange for laboratory testing of samples by others on a subcontract basis. Independent assurance samples and tests will be performed by MoDOT personnel and such sampling and testing is excluded from the work to be performed by the Engineer under this contract;

8. maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor;

9. be present during critical construction operations, including but not limited to the following:
    a. structure layout;
    b. excavation and backfilling;
    c. driving of piles;
    d. checking of reinforcing steel prior to concrete placement;
    e. concrete batching and pouring;
    f. placement of girders; and
    g. placement of surfacing materials; and

10. participate in final inspection, provide the Local Agency with project documentation (diaries, test results, certifications, etc.), and provide as-built plans for the Local Agency's records.

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

A. **DBE Goal:** The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for

the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.

B. **DBE Participation Obtained by Engineer:** The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL $ VALUE OF THE DBE SUBCONTRACT	CONTRACT $ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
NA	NA	NA	NA	NA

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

A. make available all information pertaining to the project which may be in the possession of the Local Agency;

B. provide the Engineer with the Local Agency's requirements for the project;

C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;

D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;

E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local

Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);

F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

A. PS&E Approval by MODOT shall be completed on December 31, 2023

B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of $5,319.65, with a ceiling established for said design services in the amount of $42,000.25, which amount shall not be exceeded.

B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of $7,074.80, with a ceiling established for said inspection services in the amount of $56,001.52, which amount shall not be exceeded.

C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or

change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.

D. Actual costs in Sections A and B above are defined as:

1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus

2. An amount calculated at 110% (Safe Harbor) of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus

3. An amount calculated at 0% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus

4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus

5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.

E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.

F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.

G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than $10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
NA	NA	NA

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.

B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.

E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.

1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.

2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.

3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related 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, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

C. The Engineer's insurance coverage shall be for not less than the following limits of liability:

1. Commercial General Liability: $500,000 per person up to $3,000,000 per occurrence;

2. Automobile Liability: $500,000 per person up to $3,000,000 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000; and

4. Professional ("Errors and Omissions") Liability: $1,000,000, each claim and in the annual aggregate.

D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this _____ day of _____, 2023.

Executed by the City this _____ day of _____, 2023.

FOR: CITY OF CARTHGE, MISSOURI

BY: _____
Mayor

ATTEST: _____
City Clerk

FOR: ZANEVAN ENGINEERING, LLC.

BY: _____
President

ATTEST: _____

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

_____

City Clerk

ATTACHMENT A

Scope of Services

See ARTICLE I – SCOPE OF SERVICES

ATTACHMENT B

ESTIMATE OF ENGINEERING COST
City of Carthage, Missouri
ProjectTAP-1601(705)
Route HH/Fir Road to Chapel Road

DESIGN PHASE						
	Surveying	Hours		Rate		Cost
	Technician III	32		$38.50		$1,232.00
	Preliminary Design					
	Principal	24		$75.00		$1,800.00
	Project Engineer	48		$44.90		$2,155.20
	Associate Designer	120		$38.50		$4,620.00
	Clerical	8		$32.00		$256.00
	Final Design					
	Principal	24		$75.00		$1,800.00
	Project Engineer	16		$44.90		$718.40
	Associate Designer	40		$38.50		$1,540.00
	Clerical	8		$32.00		$256.00
	Bidding					
	Principal	16		$75.00		$1,200.00
	Project Engineer	16		$44.90		$718.40
	Designer III	8		$38.50		$308.00
	Clerical	16		$32.00		$512.00
						-
	Subtotal	376				$17,116.00
	Overhead - Safe Harbor			110.00%		$18,827.60
	Subtotal					$35,943.60
	Other Direct Costs					
	Travel, @$0.655/Mi.	400				$262.00
	Per Diem, supplies					$475.00
						-
				Subtotal Direct Costs		$737.00
	Fixed Fee					$5,319.65
	CONTRACT CEILING, DESIGN PHASE					$42,000.25

Fig. 136.4.1 Contract

Revised 01/27/2016

CONSTRUCTION PHASE			
	Hours	Rate	Cost
Principal	64	$75.00	$4,800.00
Project Engineer	48	$44.90	$2,155.20
Clerical	44	$32.00	$1,408.00
Technician III - Inspector	360	$40.00	$14,400.00

Subtotal	516		$22,763.20
Overhead - Safe Harbor		110.00%	$25,039.52
Subtotal			$47,802.72
Other Direct Costs			
Travel, @$0.655/Mi.	800		$524.00
Lab Testing Fees			$600.00

		Subtotal Direct Costs	$1,124.00

		Subtotal	$48,926.72
Fixed Fee			$7,074.80
CONTRACT CEILING, CONSTRUCTION PHASE			$56,001.52

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System. https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System. https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment E
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment F – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants
Local Federal-aid Transportation Projects

Firm Name (Consultant): Zanevan Engineering, LLC

Project Owner (LPA): City of Carthage, Missouri

Project Name: Route HH & Chapel Road Sidewalks

Project Number: TAP-1601(705)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☒ No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA	Consultant
Printed Name:_____	Printed Name: Jason Eckhart, PE
Signature:_____	Signature:_____
Date: _____	Date: 3/30/2023

Estimated Breakdown of Work on Engineering Consultant Contracts

Project sponsors: In order for MoDOT to set an appropriate DBE goal for your Engineering Contract, please provide the estimated percentage (%) of work that will be included in the total engineering contract for each of the work categories shown below:

Project #'s: TAP-1601(705)

Project Name: ROUTE HH/FIR ROAD TO CHAPEL ROAD

County: JASPER

Brief Project Description: Construct approximately 4,476' of 5' wide ADA compliant sidewalks, entrances and safe crosswalks along Rte. HH/Fir Road and continuing south along Chapel Road.

Estimated Engineering Contract Amount (PE Cost + CE Cost): $98,000

__1___ %	Section 106 Historic Documentation / Application
__0___ %	Threatened and Endangered Species Documentation
__1___ %	Other Environmental / NEPA Documentation
__1___ %	Job Special Provisions
__2___ %	Construction Estimate
__0___ %	Pavement Borings and Design
__3___ %	Utility Coordination
__4___ %	Surveying – Preliminary Engineering & Property Surveys
__0___ %	Roadway Design
__0___ %	Bridge Design
__0___ %	Intelligent Transportation System (ITS) Design
__23__ %	Sidewalk / ADA / Bicycle / Pedestrian Design
__2___ %	Signing & Striping Plans
__0___ %	Traffic Signal Plans
__2___ %	Traffic Control / Work Zone Management Plans
__0___ %	Small Retaining Wall Design
__0___ %	Geotechnical Investigation
__0___ %	Subsurface Utility Exploration
__1___ %	Water Quality / Stormwater Design
__2___ %	Right-of-Way Acquisition Services
__1___ %	Community Engagement / Public Involvement Services
__2___ %	Materials Testing
__2___ %	Surveying – Construction staking, roadway layout, & bridge layout

__53__ %	Construction Engineering / Construction Inspection
_____ %	Other

Mayor's Appointments

April 2023

Planning, Zoning & Historic Preservation Commission

4 Year Term – 7 Members – Meets 1st Monday – 5:30 PM – Council Chambers

NAME	PHONE	ADDRESS	APPOINTED	EXPIRES
Matt Smith	417-437-2281	1022 E Chestnut	04/11/2023	Apr-27
Robin Harrison	417-483-8835	721 E 10th	04/11/2023	Apr-27

Zoning Board of Adjustment

5 Year Term – 5 Members – Meets on Call, City Hall

NAME	PHONE	ADDRESS	APPOINTED	EXPIRES
Sid Teel	417-359-3561	232 Virginia	04/11/2023	Apr-28

RESOLUTION NO. ___1999___

A RESOLUTION OF THE COUNCIL OF THE CITY OF CARTHAGE, MISSOURI AUTHORIZING THE APPROVAL OF CHANGE ORDER #1 TO THE CXT CONTRACT, TO INCLUDE INSULATION AND HEATERS IN EACH RESTROOM FACILITY, NOT TO EXCEED THE AMOUNT OF $97,500.00.

WHEREAS, change orders which are revisions to a construction contract are an integral part of construction contracts administered by the City; and

WHEREAS, decisions on change orders must often be made in a timely manner to allow the contractor to continue with the work with a minimum of administrative delay; and

WHEREAS, no payment shall be made or obligation incurred against any allotment or appropriation except in accordance with appropriations duly made and unless there is a sufficient unencumbered balance in such allotment or appropriation and that sufficient funds therefrom are or will be available to cover the claim or meet the obligation when it becomes due and payable; and

WHEREAS, the City of Carthage has established a formal policy and procedure which allows the approval of change orders; and

WHEREAS, the proposed Change Order meets the policy guidelines and has been reviewed and recommended by the appropriate staff and parties to the contract;

NOW, THEREFORE BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, that Change Order #1 to the CXT Contract for restroom facility improvements is hereby approved.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

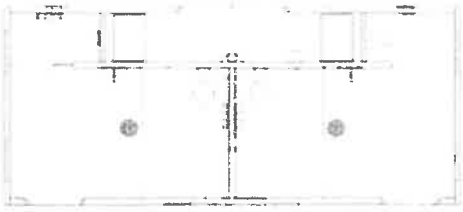
_____
Dan Rife, Mayor

ATTEST:

_____
Miranda Deal, City Clerk

Sponsored by Public Services Committee

Dakota



Dakota with chase restroom building. Standard features include simulated barnwood texture walls, simulated cedar shake textured roof, vitreous china fixtures, 4-gallon water heater, interior and exterior lights, off loaded, and set up at site.

GRIGGS PARK
CHANGE ORDER 1

Added Cost Options:

Final Connection to Utilities		$	3,500.00	☐	0.00
Optional Wall Texture -choose one ○ Split Face Block ($4,000) ○ Struck Trowel ($4,000)				Reset Wall Texture	
Optional Roof Texture -choose one ☐ Delta Rib		$	4,000.00		0.00
Insulation and Heater		$	19,500.00	☑	19,500.00
Stainless Steel Water Closet (each)	Qty: 3	$	1,500.00	☐	0.00
Stainless Steel Lavatory (each)	Qty: 2	$	1,100.00	☐	0.00
Stainless Steel Urinal (each)	Qty: 1	$	1,400.00	☐	0.00
Electric Hand Dryer (each)	Qty: 2	$	700.00	☐	0.00
Electronic Flush Valves (each)	Qty: 3	$	750.00	☐	0.00
Electronic Lavatory Faucets (each)	Qty: 2	$	750.00	☐	0.00
Electronic Urinal Valve (each)	Qty: 1	$	1,700.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt	Qty: 1	$	4,500.00	☐	0.00
Optional Door Closure (each)	Qty: 2	$	450.00	☐	0.00
Skylight in Restroom (each)	Qty: 2	$	950.00	☐	0.00
Marine Grade Skylight in Restroom (each)	Qty: 2	$	2,450.00	☐	0.00
Marine Package for Extra Corrosion Resistance		$	3,300.00	☐	0.00
Tile Floor in Restroom		$	6,000.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames	Qty: 4	$	1,000.00	☐	0.00
2K Anti-Graffiti Coating		$	3,500.00	☐	0.00
Timed Electric Lock System (2 doors - does not include chase door)	Qty: 2	$	600.00	☐	0.00
Exterior Frostproof Hose Bib with Box (each)	Qty: 1	$	500.00	☐	0.00
Paper Towel Dispenser (each)	Qty: 2	$	200.00	☐	0.00
Toilet Seat Cover Dispenser (each)	Qty: 3	$	100.00	☐	0.00
Sanitary Napkin Disposal (each)	Qty: 2	$	75.00	☐	0.00
Baby Changing Station (each)	Qty: 2	$	675.00	☐	0.00
CXT Wastebasket (each)	Qty: 2	$	150.00	☐	0.00

Total Cost of Selected Accessories from Accessories Price List:	$	0.00
Custom Options:	$	
Engineering and State Fees:	$	0.00
Estimated One-Way Transportation Costs to Site (Quote):	$	0.00
Estimated Tax:	$	
Total Cost Per Unit Placed at Job Site:	$	$19,500.00

***Estimated monthly payment on 5 year lease* $2,049.30**

This price quote is good for 60 days from date below, and is accurate and complete.

Date

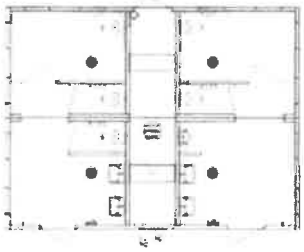
I accept this quote. Please process this order.

Company Name

Customer

Date

Taos



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CARTER PARK
CHANGE ORDER 1

Added Cost Options:

Final Connection to Utilities			$ 7,000.00	☐	0.00
(per section) Optional Wall Texture -choose one	○ Split Face Block ($4,000)	○ Struck Trowel ($4,000)	○ Stone ($5,500)	Reset Wall Texture	
Optional Roof Texture	☐ Delta Rib		$ 4,000.00		0.00
Insulation and Heaters			$ 19,500.00	☑	39,000.00
Stainless Steel Water Closet (each)		Qty: 5	$ 1,500.00	☐	0.00
Stainless Steel Lavatory (each)		Qty: 4	$ 1,100.00	☐	0.00
Stainless Steel Urinal (each)		Qty: 1	$ 1,400.00	☐	0.00
Electric Hand Dryers (each)		Qty: 2	$ 700.00	☐	0.00
Electronic Flush Valves (each)		Qty: 5	$ 750.00	☐	0.00
Electronic Lavatory Faucets (each)		Qty: 4	$ 750.00	☐	0.00
Electronic Urinal Valve (each)		Qty: 1	$ 1,700.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt		Qty: 1	$ 4,500.00	☐	0.00
Optional Door Closure (each)		Qty: 2	$ 450.00	☐	0.00
Skylight in Restroom (each)		Qty 4	$ 950.00	☐	0.00
Marine Grade Skylight in Restroom (each)		Qty: 4	$ 2,450.00	☐	0.00
Marine Package for Extra CorrosionResistance (per section)			$ 4,700.00	☐	0.00
Tile Floor in Restroom (per section)			$ 6,000.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames		Qty: 3	$ 1,000.00	☐	0.00
2K Anti-Graffiti Coating (per section)			$ 3,500.00	☐	0.00
Timed Electric Lock System (2 doors - does not include chase door)		Qty: 2	$ 600.00	☐	0.00
Exterior Frostproof Hose Bib with Box (each)		Qty: 1	$ 500.00	☐	0.00
Paper Towel Dispenser (each)		Qty: 2	$ 200.00	☐	0.00
Toilet Seat Cover Dispenser (each)		Qty: 5	$ 100.00	☐	0.00
Sanitary Napkin Disposal (each)		Qty: 3	$ 75.00	☐	0.00
Baby Changing Station (each)		Qty: 2	$ 675.00	☐	0.00
CXT Wastebasket (each)		Qty: 2	$ 150.00	☐	0.00

Total Cost of Selected Accessories from Accessories Price List:	$	39,000.00
Custom Options:	$	
Engineering and State Fees:	$	0.00
Estimated One-Way Transportation Costs to Site (quote):	$	0.00
Estimated Tax:	$	
Total Cost per Unit Placed at Job Site:	$	39,000.00

***Estimated monthly payment on 5 year lease* $3,990.96**

This price quote is good for 60 days from date below, and is accurate and complete.

Date

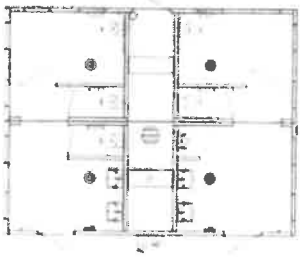
I accept this quote. Please process this order.

Company Name

Customer

Date

Taos



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MUNICIPAL PARK
CHANGE ORDER 1

Added Cost Options:

Final Connection to Utilities			$ 7,000.00	☐	0.00
(per section) Optional Wall Texture <choose one>	○ Split Face Block ($4,000)	○ Struck Trowel ($4,000)	○ Stone ($5,500)	Reset Wall Texture	
Optional Roof Texture	☐ Delta Rib		$ 4,000.00		0.00
Insulation and Heaters			$ 19,500.00	☑	39,000.00
Stainless Steel Water Closet (each)		Qty: 5	$ 1,500.00	☐	0.00
Stainless Steel Lavatory (each)		Qty: 4	$ 1,100.00	☐	0.00
Stainless Steel Urinal (each)		Qty: 1	$ 1,400.00	☐	0.00
Electric Hand Dryers (each)		Qty: 2	$ 700.00	☐	0.00
Electronic Flush Valves (each)		Qty: 5	$ 750.00	☐	0.00
Electronic Lavatory Faucets (each)		Qty: 4	$ 750.00	☐	0.00
Electronic Urinal Valve (each)		Qty: 1	$ 1,700.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt		Qty: 1	$ 4,500.00	☐	0.00
Optional Door Closure (each)		Qty: 2	$ 450.00	☐	0.00
Skylight in Restroom (each)		Qty 4	$ 950.00	☐	0.00
Marine Grade Skylight in Restroom (each)		Qty: 4	$ 2,450.00	☐	0.00
Marine Package for Extra CorrosionResistance (per section)			$ 4,700.00	☐	0.00
Tile Floor in Restroom (per section)			$ 6,000.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames		Qty: 3	$ 1,000.00	☐	0.00
2K Anti-Graffiti Coating (per section)			$ 3,500.00	☐	0.00
Timed Electric Lock System (2 doors - does not include chase door)		Qty: 2	$ 600.00	☐	0.00
Exterior Frostproof Hose Bib with Box (each)		Qty: 1	$ 500.00	☐	0.00
Paper Towel Dispenser (each)		Qty: 2	$ 200.00	☐	0.00
Toilet Seat Cover Dispenser (each)		Qty: 5	$ 100.00	☐	0.00
Sanitary Napkin Disposal (each)		Qty: 3	$ 75.00	☐	0.00
Baby Changing Station (each)		Qty: 2	$ 675.00	☐	0.00
CXT Wastebasket (each)		Qty: 2	$ 150.00	☐	0.00

Total Cost of Selected Accessories from Accessories Price List: $ 39,000.00

Custom Options: $

Engineering and State Fees: $ 0.00

Estimated One-Way Transportation Costs to Site (quote): $ 0.00

Estimated Tax: $

***Estimated monthly payment on 5 year lease* $3,990.96**

Total Cost per Unit Placed at Job Site: $ 39,000.00

This price quote is good for 60 days from date below, and is accurate and complete.

Date

I accept this quote. Please process this order.

Company Name

Customer

Date