



City of Carthage, Missouri

CITY COUNCIL

April 25, 2023 - 6:30 PM
CITY HALL COUNCIL CHAMBERS

AMENDED AGENDA

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance to Flag**
4. **Calling of the Roll**
 1. Oath of Office-Ward 1 Council Member
5. **Reading and Consideration of Minutes of Previous Meeting**
 1. Approval of April 11, 2023 Minutes
6. **Presentations/Proclamations**
7. **Public Comments**

(Each person addressing the Council shall state their name and address or the organization or firm represented and is limited to no more than five (5) minutes. The time may be extended by the chair if deemed necessary. Once a person has had their say on a particular issue they are not permitted to once again speak on the issue unless called to answer any further questions by the Council or Chair)
8. **Reports of Standing Committees**
 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**
15. **Old Business**
 1. 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

2. 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
3. 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
4. C.B. 23-27 -- An Ordinance vacation that portion of North McGregor Street running North/South between 431 and 503 High Street in the City of Carthage, Missouri
5. 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

16. New Business

1. C.B. 23-29 -- An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and BerganKDV for forensic auditing services, in the City of Carthage, Missouri.

17. Mayor's Appointments

1. Mayor's Committee and Board Liaison Appointments

18. Resolutions

1. Resolution 2000 -- A Resolution approving the declaration as surplus to the City's needs and authorizing the disposition of fourteen sets of bunker gear and a washer and dryer set from the Fire Department, and a shelter at Kellogg Lake from the Parks and Recreation Department
2. Resolution 2001 -- A Resolution providing for the formal acceptance of a donation by the City Council of the City of Carthage, Missouri pursuant to City Policy

19. Closing Comments

20. Executive Session

1. **CLOSED SESSION:** ACCORDING TO SECTION 610.021 (2), THE AGENDA INCLUDES THE POSSIBILITY OF A VOTE TO CLOSE PART OF THE MEETING TO DISCUSS LEASING, PURCHASE OR SALE OF REAL ESTATE BY A PUBLIC GOVERNMENTAL BODY WHERE PUBLIC KNOWLEDGE OF THE TRANSACTION MIGHT ADVERSELY AFFECT THE LEGAL CONSIDERATION THEREFOR.

21. Adjournment

1. Additional Packet Correspondence

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

April 11, 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: Robin Harrison, Brandi Ensor, David Armstrong, Trudy Blankenship, Ceri Otero, Robin Blair, Alan Snow, Ed Hardesty, Tiffany Cossey, and Mark Elliff. 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 28, 2023 Council Meeting. Motion carried unanimously.

Mayor Rife presented a Proclamation for Earth Day and Arbor Day. He thanked Ms. Otero for presenting the Arbor Day Proclamation at the Fairview Elementary Arbor Day event earlier in the day. He also presented plaques to outgoing Council Members Robin Harrison and Ceri Otero.

Katie Fields, Tourism Director, gave the Council her first quarter update on things she has been working on and presented the plans for the first three Food Truck Friday events that start April 14. Jeff Meredith, Carthage Economic Development Director, spoke to the Council on the Redevelopment Corporation that will be formed with the passage of the 353 Tax Abatement Council Bill. Karen Wilkinson asked the Council questions regarding the Rock Stadium and asked if anyone reached out to Carthage Historic Preservation or the State Historical Preservation Society to help with repairs to the stadium. Jane Potter asked the Council questions regarding the Rock Stadium as well. She asked if the stadium had been inspected by a licensed inspector and if the City received quotes for the repairs. She would like to see public meetings for this kind of thing like the school had regarding the bond issue. Betty Goodman also voiced her concerns on the Rock Stadium and stated she wants to keep the history before it is erased.

Mr. Snow reported that the Budget Ways & Means Committee met on April 10. The committee reviewed bids for the forensic audit and approved the bid with Bergan KDV for the amount of \$39,575 plus travel expenses. Mr. Snow made a motion, seconded by Mr. Armstrong, to approve the bid with Bergan KDV for \$39,575 plus travel costs. Motion carried. They also discussed and approved the contract with Westport Pools in Council Bill 23-23. It is listed as

an emergency ordinance so they can get started on the repairs and open on time for the season. Agency contracts were reviewed and approved as well. This years process made it much easier on the committee since they were negotiated outside of budget meetings and they aren't being negotiated until the last minute. This will allow Administration to get the correct numbers into the budget much earlier than in previous years. Ms. Cox provided the committee with her revenue estimates for next year. Overall, she has budgeted a 2% increase over the previous years budget. The next meeting is scheduled for May 8.

Mrs. Harrison reported that the Committee on Insurance, Audit and Claims met on this date and approved the claims. Ms. Deal reported that Administration has been working with Opengov and they will be here in person the first week of May. Ms. Cox reported that the City is now working with Stronghold Data to get up to industry standards and that she had met with an insurance company to get new quotes for insurance rates. The next meeting is scheduled for April 25.

Mr. Elliff reported that the Public Safety Committee is between meetings with the next meeting scheduled for April 17.

Ms. Otero reported that the Public Service Committee met on April 4. They discussed the change order for the park bathrooms that have already been approved. The change order is for the heating system in the restrooms so that way they don't have to be winterized and have temporary porta-potties outside the restrooms for the winter. They also approved the contract for Westport Pools for the Municipal Park Pool repairs. These repairs will allow them to see how extensive the leaks are. The Central Park wading pool will have to be fixed after the season due to the lack of man power for that kind of project. The new Kellogg Lake playground was also discussed and appears in Council Bill 23-20. There were also discussions on maintenance at Memorial Hall and the new Civil War Museum video bids. The next meeting is scheduled for April 18.

Mr. Armstrong reported that the Public Works Committee met on April 4. They approved the hay baling contract for the land at the recycling center, but after further discussion, it has been decided to not pursue this contract at this time and look at having one done next year. The sidewalk project at Route HH/Fir Road and Chapel Road was discussed. This will be the sixth phase of the TAP grant project and will be very beneficial to this community that is next to such a busy road. The vacating of the road from McGregor to High was approved. This was land that belonged to the City for future road development and no plans have ever been in place to actually put a road. This will return that portion of land to the owner. Mr. Carney updated the committee on asphalt paving that is set to begin. There will be work on Oak Street, River Street, and a portion of Grand Ave. He also reported that Spire will be replacing gas mains within the City and the project is expected to end the 2nd quarter of 2029.

Special Committee and Board Liaison Reports were given by Mr. Elliff for the Jasper County Commission and the Planning, Zoning and Historic Preservation Commission, Ms. Otero for the Humane Society Board, Ms. Blair for the Tree Board, and Ms. Ensor for the Library Board.

Mayor Rife reported that there are still budget meetings happening and that he did an emergency purchase letter for the Stronghold Data support services contract.

During reports from Council Members, Mr. Armstrong thanked the Redevelopment Corporation for the 353 tax abatement project that was started nearly two years ago by Vision Carthage, he also thanked Planning and Zoning for taking it on and getting it to the Council. He also mentioned that he spoke with the gentleman that sent the council the information on

the Rock Stadium. He stated that the discussions regarding the stadium started 3 years ago when the Parks Master Plan was just getting started, so these meetings have been happening for awhile. Ms. Otero reported that she attended the Arbor Day event with the third graders at Fairview Elementary earlier in the day. Mr. Snow, Ms. Blair, and Mr. Hardesty all thanked Robin Harrison and Ceri Otero for their time on Council.

City Attorney Nate Dally reported that the Ward 1 write-in candidates all received one vote, so there will be a drawing for those willing to serve on April 24. This is a process set in place by the State when determining the winner of an election. He also thanked Robin and Ceri for their time on Council and all of their hard work.

Police Chief Bill Hawkins thanked Robin and Ceri for their time on Council.

Fire Chief Ryan Huntley reported that they have completed interviews and selected a new employee and will be fully staffed soon.

Public Works Director Zeb Carney thanked Robin and Ceri and mentioned that Blevins Asphalt would start paving this week on Oak Street, River Street, and parts of Grand Avenue.

Parks and Recreation Director Abi Almandinger reported that the playgrounds have started at Municipal Park and then the Carter park playgrounds would be done. She also reported that the Pro Shop renovations are almost complete. They will also begin work on the new Civil War Museum video soon. She thanked Ceri for all of her work with the Public Service Committee and thanked Robin for her work with Vision Carthage.

Assistant City Administrator Traci Cox reported that sales tax numbers were up 7.5% from this time last year and the Use tax is now over the budgeted amount. She mentioned that the Budget Committee reviewed the revenue projections for the next budget year. She also gave her appreciation to Robin and Ceri for everything they have done for her and the City.

City Administrator Greg Dagnan also thanked Robin and Ceri. He also told the Council that there are a few appointments on the agenda and he has been working with the Mayor on getting the vacant spots filled, as well as, getting a form ready for people to fill out if they are interested in serving on a board. He also reminded the Council that once the ward 1 seat gets filled, there will be a training/work session scheduled and that at the next Council meeting, the EPA would be there to present to the Council on what their future plans are for our City. The contract for the forensic auditor bid with Bergan KDV would be ready at a future date to bring to the Council. He also addressed a few of the questions that came before the Council during the citizens participation. He said that the inspection of the stadium was done by a professional inspector who is not a city employee, and there was no application for historic preservation grant money because the stadium is not on the National Historic Registry and it is not located in the historical district.

The Committee on Claims filed a report in the amount of \$2,290,639.22 against the following funds: General Revenue \$79,938.18, Public Health \$145,044.39, Lodging \$1,064.67, Public Safety \$13,980.00, Parks/Stormwater \$59,230.04, Fire Protection \$613.85, Golf \$42,500.03, Parks and Recreation \$69.73, Public Facilities \$18,774.75, ARPA \$4,601.00, Public Library \$25,000.00, Payroll \$399,822.58, and Carthage Water & Electric \$1,500,000.00. Mrs. Harrison made a motion, seconded by Ms. Blair, to accept the report and allow the claims. Motion carried.

A Public Hearing was 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. Kelly DeVries, with ESM Technologies, told the Council that the company was looking forward to joining the City. No further comments were made.

Under Old 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 second reading followed by a roll call vote of 8 yeas and 2 nays. Ayes: Robin Harrison, Brandi Ensor, Trudy Blankenship, Ceri Otero, Robin Blair, Alan Snow, Ed Hardesty, and Mark Elliff. Nays: David Armstrong and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 23-25.

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 second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Robin Harrison, 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 23-26.

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 second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Robin Harrison, 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 23-27.

Mr. Elliff made a motion, seconded by Mr. Snow, to approve the April 4, 2023 municipal election results as follows:

Ward 1: 15 way tie of write-in votes - winner to be determined at a later date by the Mayor

Ward 2: David Armstrong – 75 votes

Ward 3: Terri Heckmaster – 16 write-in votes

Ward 4: Alan Snow – 550 votes

Ward 5: Tiffany Cossey – 316 Votes

Question: Shall the City of Carthage, Missouri impose a sales tax of three percent (3%) on all retail sales of adult “non-medical” use marijuana sold in the City of Carthage, Missouri? – Yes: 1259 and No: 406

Motion carried unanimously.

Mr. Elliff made a motion, seconded by Ms. Otero, to adjourn the old council. Motion carried and meeting adjourned at 8:00 PM.

There was a short recess.

City Clerk Miranda Deal administered the Oath of Office to Council Members David Armstrong, Terri Heckmaster, Alan Snow, and Tiffany Cossey.

Mayor Rife called the meeting to order at 8:12 pm. The following Council Members answered roll call: Brandi Ensor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Ed Hardesty, Alan Snow, Mark Elliff, and Tiffany Cossey.

Mayor Rife announced that his committees and board liaison appointments would not be

ready for approval until the next meeting when they have filled the Ward 1 seat.

Mr. Snow made a motion, seconded by Mr. Armstrong, to elect Mark Elliff as Mayor Pro Tem. Mr. Elliff was elected Mayor Pro Tem with a voice vote of 8 yeas. Mr Elliff abstained from the vote.

Under New Business, 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) was placed on first reading.

Mr. Armstrong made a motion, seconded by Ms. Ensor, to advance Council Bill 23-22 to second reading due to its emergency status. Motion carried.

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) was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Brandi Ensor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Ed Hardesty, Alan Snow, Mark Elliff, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 23-28.

Mr. Snow reminded everyone that this money for the restrooms is coming from the McCune Brooks Hospital Trust.

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) was placed on first reading.

Ms. Ensor made a motion, seconded by Mr. Snow, to advance Council Bill 23-23 to second reading due to its emergency status. Motion carried.

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) was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Brandi Ensor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Ed Hardesty, Alan Snow, Mark Elliff, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 23-29.

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 was placed on first reading with no action taken.

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 was placed on first reading with no action taken.

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 was placed on first reading with no action taken.

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 was placed on first reading with no action taken.

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 was placed on first reading with no action taken.

Mr. Armstrong made a motion, seconded by Mr. Snow, to approve the Mayor's Appointment of Matt Smith and Robin Harrison to the Planning, Zoning and Historic Preservation Commission until April 2027. Motion carried.

Mr. Elliff made a motion, seconded by Mr. Snow, to approve the Mayor's Appointment of Sid Teel to the Zoning Board of Adjustment until April 2028. Motion carried.

Mr. Armstrong made a motion, seconded by Mr. Snow, to approve 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. Resolution 1999 was adopted after a roll call vote of 9 yeas and 0 nays. Ayes: Brandi Ensor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Ed Hardesty, Alan Snow, Mark Elliff, and Tiffany Cossey.

During Closing Comments, Ms. Blair would like to see discussions at the training/work session for how we could do better in getting information out to the public. Mr. Snow thanked everyone for the discussions and is happy to be serving two more years. Mr. Elliff thanked everyone for the Mayor Pro Tem vote and he welcomed Terri Heckmaster to the Council. Ms. Cossey also welcomed Terri and thanked everyone for all of their input and thanked Ms. Almandinger for the hard decisions she has had to make. Ms. Ensor and Ms. Blankenship also welcomed Terri.

Mr. Armstrong made a motion, seconded by Ms. Blair, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 8:29 p.m.



City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

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

MINUTES

1. Call to Order

MEMBERS PRESENT: Alan Snow, Ceri Otero, Mark Elliff, David Armstrong

OTHER COUNCIL MEMBERS: Mayor Dan Rife

STAFF PRESENT: City Administrator Greg Dagnan, Assistant City Administrator Traci Cox, City Clerk Miranda Deal, and Parks and Recreation Director Abi Almandinger

Chairman Snow called the meeting to order at 05:30 PM.

2. Old Business

1. Approval of March 13, 2023 Minutes

ACTION: Motion to accept/approve item 2.1. by Mark Elliff
Motion passed with a 4:0

AYES: Alan Snow, Ceri Otero, Mark Elliff, David Armstrong

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

Mr. Dagnan explained that he and Ms. Cox met with some forensic auditors and asked many questions to determine who the best fit would be for this forensic audit. They narrowed it down to Bergan KDV. They do not have a contract ready at this time, the police department is currently waiting for other documents from the bank and the deadline for those is the end of May. Mr. Dagnan explained that they wanted to bring the bids to the committee so one could get approved and when the time comes, it can go straight to Council.

ACTION: Motion to approve the bid from BerganKDV in the amount of \$39,575 plus travel costs for a forensic audit of the Parks and Recreation department that also includes the Golf Course by Ceri Otero
Motion passed with a 4:0.

AYES: Alan Snow, Ceri Otero, Mark Elliff, David Armstrong

2. Consider and Discuss contract with Westport Pools for repairs of the Municipal Park Swimming Pool

Mr. Dagnan thanked the Public Services Committee for all of their hard work and determination to get the pool up and running for this coming season. The contract presented for \$92,700.00 is the bare minimum needed to get the pool open this season, the issues with the Central Park wading pool will have to be fixed after the season is over for an additional \$80,000.00. Mr. Dagnan explained that Ms. Almandinger was saving her Use Tax money to be spent in the next budget year. However, with the pool needing these repairs in order to open for the season, she has volunteered that money to fix these issues. Mr. Dagnan explained that a budget adjustment would need to be made to put the money into this budget year.

ACTION: Motion to accept/approve item 4.2 and forward to Council by Mark Elliff

Motion passed with a 4:0

AYES: Alan Snow, Ceri Otero, Mark Elliff, David Armstrong

3. Consider and Discuss Agency Contracts

Mr. Dagnan discussed the agency contracts that he negotiated with the Chamber of Commerce, Carthage Humane Society, and Vision Carthage. City Attorney Nate Dally created a standard contract to use for all contracts going forward, so these three contracts will have that standard contract language and then the specific terms for each agency. The Chamber of Commerce contract was slightly increased to \$37,750 and will have a 3% increase per year for the next 3 years. The Carthage Humane Society contract went through a lot of negotiations and there were slight changes and increases in costs. The new contract will be \$45,000 and they will also get a 3% increase each year for the next 3 years. The Vision Carthage contract also went through many negotiations and the original contract amount was for \$50,000 more for a facade improvement program. Mr. Dagnan explained that the request was removed because there is already a lot of money going into downtown projects and the department heads were already asked to make cuts to their projects for next year. With this contract, things listed under the scope of services may change from year to year and they can be changed freely with the agreement of both parties. Changing the scope of services with both parties in agreement will not change or invalidate the rest of the contract. The Vision Carthage Contract will be \$25,000 for the next fiscal year and also have a 3% increase per year for the next 3 years.

ACTION: Motion to approve the Carthage Humane Society Contract and forward to Council by Ceri Otero

Motion passed with a 4:0

AYES: Alan Snow, Ceri Otero, Mark Elliff, David Armstrong

ACTION: Motion to approve the Chamber of Commerce Contract and forward to Council by Mark Elliff

Motion passed with a 4:0

AYES: Alan Snow, Ceri Otero, Mark Elliff, David Armstrong

ACTION: Motion to approve the Vision Carthage Contract and forward to Council by Ceri Otero

Motion passed with a 4:0

AYES: Alan Snow, Ceri Otero, Mark Elliff, David Armstrong

4. Review Revenue Estimates for Fiscal Year 2023-2024

Ms. Cox updated the committee on how she projected the revenue amounts for next year. She projected the revenues based off of her estimated year end totals for the revenue accounts. Previously, increases were made to the approved budget amount and not the year-end totals. She brought attention to a few of the larger revenue accounts, and also the new marijuana tax that was recently passed by voters. She was conservative with her projection, due to not really knowing how much it is likely to bring in at this time. The City will start receiving the marijuana tax in October. She also mentioned the new golf course revenue accounts with the Pro Shop being under the City's operation now. She spoke with Tyler Markham at the golf course and he gave her his thoughts on what he expects to bring in as far as merchandise and concession sales.

5. Staff Reports

Ms. Cox reported that the use tax has now exceeded the budgeted amount for the fiscal year. It is currently at \$815,000 and she estimates that it will exceed \$900,000 before the end of June. Sales tax numbers are still up and they are 7.5% higher than this month last year. She updated the committee on recent staffing changes in the IT department, Michael Keith is the new IT Administrator. The Mayor signed an emergency contract for support services with Stronghold Data, this will eliminate the second IT position. They have started determining what our vulnerabilities are and they said we need to have our new firewall installed as soon as possible. Stronghold Data can help us get the new firewall installed but it will cost extra outside of the support services fees. The firewall that was purchased was under budget, and the Council Chambers improvement project will also come in under budget, the extra money from both of these will cover the cost of the firewall installation.

ACTION: Motion to reallocate the extra money from the Firewall and Council Improvement projects to complete the firewall project with Stronghold Data by David Armstrong
Motion passed with a 4:0

AYES: Alan Snow, Ceri Otero, Mark Elliff, David Armstrong

Ms. Cox also reviewed the financial reports ending March 31, 2023. A few departments are above 75% of their budget in their supplies and services.

Mr. Dagnan reported that the departments are trying to get their capital spent by the end of the year. There is still an estimated \$10 million to be spent, part of that is the \$5 million that is for the Parks. He reminded the committee that on May 8 the department heads are scheduled to give their presentations to the committee. They will also have the CWEP budget to review on May 17. He also reported that he and Ms. Cox had asked the department heads to allocate their special fund money instead of letting it sit in those accounts. That money can only be used for specific items, so they would like to see purchases made with the money. He would also like the committee to adopt the 5 year capital plan that the departments created. He believes this would be a great way to show the citizens what their money has been spent on and what they can expect it to be

spent on. He mentioned the baling agreement from the Public Works Committee. It was supposed to be on the Council's agenda for April 11, but after further discussions it was decided to hold it back at this time.

Mr. Snow thanked Ms. Otero for her time on the Budget Committee and he also thanked Mr. Dagnan for all of his work on the contracts.

5. Adjournment

ACTION: Motion to adjourn at 7:08 pm by Ceri Otero;
Motion passed with a 4:0

AYES: Alan Snow, Ceri Otero, Mark Elliff, David Armstrong



City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

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

MINUTES

1. Call to Order

MEMBERS PRESENT: Robin Harrison, Trudy Blankenship, Robin Blair, Tiffany Cossey

OTHER COUNCIL MEMBERS: Mayor Dan Rife, David Armstrong

STAFF PRESENT: Assistant City Administrator Traci Cox and City Clerk Miranda Deal

Chair Robin Harrison called the meeting to order at 05:00 PM.

2. Old Business

1. Approval of March 28, 2023 Minutes

ACTION: Motion to accept/approve item 2.1. by Trudy Blankenship
Motion passed with a 4:0

AYES: Robin Harrison, 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 4:0

AYES: Robin Harrison, 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

Ms. Deal reported that they are still working with Opengov and the Opengov team will be here the first week of May to do training with all of the departments. She states that they are hoping to be live on the new system by the end of May.

Ms. Cox reported that the budget committee reviewed the revenue estimates at their meeting on April 10. She also reported that there have been staffing changes in the IT department and Michael Keith is the new IT Administrator. The Mayor signed an emergency contract to work with Stronghold Data to help get the City's systems up to industry standards. Stronghold Data will be assisting

Michael in getting everything updated and installed as needed. She also reported that she was not in attendance at the last meeting because she was meeting with an insurance company and getting quotes for insurance rates. She does this every few years to make sure the City is still getting the best pricing.

5. Adjournment

ACTION: Motion to adjourn at 5:05 pm by Trudy Blankenship

Motion passed with a 4:0

AYES: Robin Harrison, Trudy Blankenship, Robin Blair, Tiffany Cossey



April 17, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of 3-20-23 Minutes
- 3. Citizen Participation**
- 4. New Business**
 1. Consider and discuss Sheriff's Office Public Safety Days
 2. Consider and discuss CFD surplus items
 3. Consider and discuss \$2,000 donation to CFD
 4. Staff Reports
 - Fire Department
 - Police Department
- 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

PUBLIC SAFETY COMMITTEE

April 17, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

Chairman Elliff called the meeting to order.

2. Old Business

1. Approval of 3-20-23 Minutes

Councilman Snow made a motion to approve the minutes from the 3-20-23 meeting. Motion passed.

Chairman Elliff made a motion to amend the agenda to add David Lawhon from the Kellogg Lake Board to the agenda to speak on Kids Fishing Day. Motion passed

3. Citizen Participation

Jessica Duncan was present at the meeting to discuss a Neighborhood Block Party. This was not on the original agenda, so no motion could be made. Jessica discussed that they would be having a neighborhood block party on May 20th. She is requesting to have the 1300 block of Wendy Lane between Buena Vista and Laura from 4:00pm to 9:00pm.

4. New Business

David Lawhon spoke with the committee about the 22nd Annual Kid's Fishing Day. The event will be held on June 10, 2023 at Kellogg Lake from 8:00am to 12:00 noon. This event will be held the same as in years past. He is requesting the same road closure on the south side of the Lake on Saturday, June 10 from 6:00am until noon and once the lake has been stocked, that no fishing be allowed. Councilman Snow made a motion to close the Lake for public fishing from midnight June 4th - June 10th at noon and closure of appropriate roads on the south side of the Lake on June 10th from 6:00am till noon. Motion passed.

1. Consider and discuss Sheriff's Office Public Safety Days

Sheriff Randee Kaiser is requesting the closure of Second Street between Lyon and Main streets on May 13 from 10:00am - 1:00pm for their 11th Annual Community Safety Days. Councilman Snow made a motion to approve the street closure for Annual Community Safety Days. Motion passed.

2. Consider and discuss CFD surplus items

Chief Huntley spoke with the committee about the 14 sets of bunker gear and washer and dryer set that need declared surplus. NFPA states clunker gear should not be in service for longer than 10 years due to wear and tear. Threads and barrier materials have broken down to an unsafe level of protection. Two of the sets have burned beyond the point of repair. The washer and dryer that he is

requesting to surplus were purchased in 2011 and have been repaired numerous times to the point of not being worth repair anymore. Councilwomen Cossey made a motion to forward the resolution on to full council. Motion passed.

3. Consider and discuss \$2,000 donation to CFD

Chief Huntely spoke with the committee about a donation given to the Carthage Fire Department in the amount of \$2,000. The donor would like for the CFD to use the donation as they see fit. Councilman Snow made a motion to forward it to the full council. Motion passed.

4. Staff Reports

Fire Department

Chief Huntley gave the committee a station update.

Police Department

Chief Hawkins gave a station update

Traci Cox updated the committee on a new hire and also an upcoming meeting.

5. **Adjournment**

Councilman Snow made a motion to adjourn. Motion passed.



City of Carthage, Missouri **PUBLIC SERVICES COMMITTEE**

April 18, 2023 - 5:30 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 Kids' Fishing Day.
 2. Consider and Discuss Sudstock.
 3. Consider and Discuss Suplissing Shelter at Kellogg Lake.
- 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 18, 2023 - 5:30 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 Trudy Blankenship;
second by None;

Motion passed with a 3:0

AYES: 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 Kids' Fishing Day.

Ms. Almandinger introduced Mr. Lawhon, president of the Kellogg Lake Board, to speak about the 22nd Annual Kids' Fishing Day that will be held at Kellogg Lake Park. Mr. Lawhon stated that he requested at the previous Public Safety Committee road closures around the lake for the day of the event and enforcement to help patrol the no-fishing request that he is bringing forward tonight. Mr. Lawhon is requesting to close the lake to fishing from Sunday June 4th through Saturday June 10th at noon to allow them to stock the lake and use of the lake from 8:00AM to 12:00PM on June 10th. Mr. Lawhon stated that this event is for kids 15 and under and their families to get out together and fish, but they will still have to follow state fishing laws. No adult by themselves will be allowed to fish during the kids' fishing event. The Rotary Club will attend to serve hotdogs and water while supplies last. Ms. Ensor motioned to approve closure of Kellogg Lake to Fishing from Sunday June 4th through Sunday June 10th and approve use of Kellogg lake on June 10th from 8:00AM - 12:00PM for Kids' Fishing Day.

ACTION: Motion to accept/approve item 4.1. by Brandi Ensor;
second by None;

Motion passed with a 3:0

AYES: Ed Hardesty, Trudy Blankenship, Brandi Ensor

NOES: None

ABSTAIN: None

2. Consider and Discuss Sudstock.

Ms. Almandinger stated that she is requesting, on behalf of The Carthage Caring Community Coalition and The Alliance of Southwest Missouri, use of the field between Jasper County Youth Barn and the softball field at Municipal Park on August 19th from 12-3pm for the second annual Sudstock. Sudstock was previously Mudstock but was changed last year to include Foam Pits and cannons, water activities, inflatables and more. This event was created to provide some "good, clean fun" and built in drug education in hopes of keeping Carthage youth and families healthy, strong and substance free. Ms. Ensor motioned to approve the use of the Municipal Park Field located between the Jasper County Youth Barn and the softball field from 12:01am to 3:00pm on August 19th.

ACTION: Motion to accept/approve item 4.2. by Brandi Ensor;
second by None;

Motion passed with a 3:0

AYES: Ed Hardesty, Trudy Blankenship, Brandi Ensor

NOES: None

ABSTAIN: None

3. Consider and Discuss Suplissing Shelter at Kellogg Lake.

Ms. Almandinger stated that she is requesting to surplus the small shelter next to the new bridge at Kellogg Lake due to damage. Ms. Almandinger stated that the concrete that the shelter is in has deteriorated to the point that the shelter is unsafe. The shelters' timber and metal that was used to build the shelter is in good condition and was donated by the Kellogg Lake Board and they stated they would be interested in receiving those supplies back in hopes to use it to build a new larger shelter. Ms. Blankenship motioned to surplus the small shelter near the new bridge at Kellogg Lake due to deterioration.

ACTION: Motion to accept/approve item 4.3. by
Trudy Blankenship; second by None;

Motion passed with a 3:0

AYES: Ed Hardesty, Trudy Blankenship, Brandi Ensor

NOES: None

ABSTAIN: None

5. **Staff Reports**

Ms. Almandinger stated that she and the city administration have met with the President of Jasper County Youth Fair and they have received a grant from Steadley to replace the hog barn at the Jasper County Youth Barn that is in Municipal Park. This should be started in July after the Jasper County Youth Fair. Ms. Almandinger stated that she is working on contracts with multiple groups that have facilities in the parks, like the Saddle Club, Jasper County Youth Fair and other groups. Ms. Almandinger

stated the Manager of Memorial Hall resigned last week and she will be working on what that position will look like moving forward.

6. Other Business

7. Adjournment



City of Carthage, Missouri
**COMMITTEE ON
INSURANCE/AUDIT AND CLAIMS**

April 25, 2023 - 5:00 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of April 11, 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**

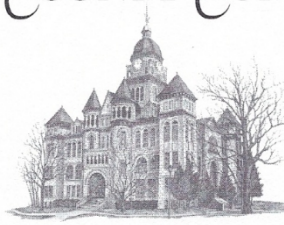
PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Daricus 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 18, 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
Records Center-Annie Golden-Cemetery Preservation/Cave Springs School Update.
7. COMMISSIONER'S REPORTS
8. UNFINISHED BUSINESS
9. NEW BUSINESS
● **Appoint Jhan Hurn and Jane Hoover to the LEST Grant Board**
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 APRIL 14, 2023 AT 4:00 P.M.

(RSMO 610.020)



AGENDA

Notice is hereby given that the Carthage Water & Electric Plant Board will meet April 20, 2023, 1:00 p.m. at the CWEP Complex, 627 W. Centennial, Carthage. The tentative agenda of the regular meeting includes:

ADDITIONS TO THE AGENDA

APPROVAL OF THE BOARD MINUTES: March 2023

APPROVAL OF DISBURSEMENTS: March \$5,741,665.64

FINANCIAL STATEMENT: March

COMMITTEE REPORTS

CITIZENS PARTICIPATION PERIOD:

OLD BUSINESS: None.

NEW BUSINESS:

1. Consideration of Fiscal Year 2023-2024 Budget

STAFF REPORTS

BOARD MEMBER COMMENTS

Persons with disabilities who need special assistance may call 417-237-7300 or 1-800-735-2466 (TDD via Relay Missouri) at least 24 hours prior to meeting.

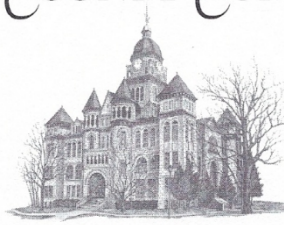
Representatives of the news media may obtain copies of this notice by contacting:
Megan Kirby, P O Box 611 Carthage, MO 64836 417-237-7300

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Daricus 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 25, 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
 - **Jack Schaller-Present Memorandum of Understanding for Consulting Services to Increase Broadband Connectivity Across Jasper County.**
 - **Prosecuting Attorney-Surplus 2012 GMC Yukon.**
7. COMMISSIONERS' REPORTS
8. UNFINISHED BUSINESS
9. NEW BUSINESS
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 APRIL 21, 2023 AT 4:00 P.M.

(RSMO 610.020)



AGENDA

Planning, Zoning, and Historic Preservation Commission
Monday, May 1, 2023 5:30 pm
City Hall Chambers
326 Grant St. / Carthage MO 64836

Call to Order

Minutes of Previous Meeting Monday, April 3, 2023

Public Hearing

No Items

Staff Report

New Business

1. Discuss Blight ruling for property located at 2230 & 2240 S Main (Project Bull) / Jeff Meredith

Old Business

1. Discuss Comprehensive Plan Amendments / Jason Eckhart

Next Meeting: Monday, June 5, 2023

Adjourn

Commission Members

Voting Members:	Chairman	Jim Hunter	1514 S River	417-850-5355
	Vice Chairman	Jim Swatsenbarg	601 Howard	417-358-1690
	Secretary	Joshua Anderson	1205 S Main	417-793-2196
	Member	Alan Bull	614 E Centennial	417-388-2309
	Member	Bill Barksdale	1314 S Garrison	417-388-2464
	Member	Robin Harrison	721 E 10th	417-483-8835
	Member	Matt Smith	1022 E Chestnut	417-437-2281

Non-Voting Members:	Mayor	Dan Rife	City Hall	417-237-7003
	City Administrator	Greg Dagnan	City Hall	417-237-7003
	Asst. City Administrator	Traci Cox	City Hall	417-237-7003
	Councilmember	Mark Elliff	1511 Grand Ave	417-359-3662

Staff:	Public Works Director	Zeb Carney	Public Works Department	417-237-7010
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Public Works Department 623 E Seventh Carthage MO 64836 Tele: (417) 237-7010 Fax: (417) 237-7011 Email: pwd@carthagemo.gov

CITY OF CARTHAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2023

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUES</u>					
110-GENERAL REVENUE	11,892,511.00	1,019,129.15	8,400,337.70	70.64	3,492,173.30
121-PUBLIC HEALTH	249,128.00	48,858.27	213,399.99	85.66	35,728.01
122-LANDFILL CLOSURE	1,000.00	2,386.57	15,776.42	1,577.64 (	14,776.42)
123-LODGING TAX	165,600.00	8,617.96	160,262.31	96.78	5,337.69
124-CIVIC ENHANCEMENT	(60.00)	240.99	2,191.18	3,651.97-(	2,251.18)
125-STORMWATER	15.00	38.73	256.55	1,710.33 (	241.55)
126-PUBLIC SAFETY GRANT	0.00	0.00	22,000.00	0.00 (	22,000.00)
127-CDBG	0.00	0.00	0.00	0.00	0.00
128-PARKS/STM WTR	6,298,104.00	120,709.14	1,128,684.98	17.92	5,169,419.02
129-TIF & CID SPECIAL TAX	75.00	193.36	1,280.93	1,707.91 (	1,205.93)
130-INMATE SECURITY FUND	3,500.00	312.07	2,978.75	85.11	521.25
131-FIRE PROTECTION TAX	643,798.00	66,643.54	601,317.45	93.40	42,480.55
141-FAIR ACRES SPORTS COM	0.00	0.00	0.00	0.00	0.00
142-GOLF COURSE	706,076.00	38,391.26	408,326.83	57.83	297,749.17
161-CAPITAL IMPROVEMENTS	1,466,998.00	129,016.25	1,207,767.92	82.33	259,230.08
162-PARKS & RECREATION	261,235.00	76,375.05	269,117.83	103.02 (	7,882.83)
163-MYERS PARK	400.00	3,116.70	850,288.35	2,572.09 (	849,888.35)
164-JUDICIAL EDUCATION FU	250.00	3.05	68.21	27.28	181.79
165-USE TAX	704,370.00	1,530.48	11,172.86	1.59	693,197.14
175-Public Fac/Bond Fund	1,337,591.00	12,442.72	81,309.56	6.08	1,256,281.44
221-ECONOMIC DEVELOPMENT	33,344.00	55.16	33,662.12	100.95 (	318.12)
222-AMERICAN RESCUE PLAN	1,503,851.00	430.38	1,520,519.16	101.11 (	16,668.16)
341-CW & EP	0.00	0.00	0.00	0.00	0.00
342-MCCUNE-BROOKS HOSPITA	0.00	0.00	0.00	0.00	0.00
343-LIBRARY OPERATING	0.00	95,206.58	560,848.64	0.00 (	560,848.64)
344-LIBRARY BUILDING	0.00	0.00	0.00	0.00	0.00
345-POWERS MUSEUM	0.00	0.00	0.00	0.00	0.00
346-POWERS CAPITAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	25,267,786.00	1,623,697.41	15,491,567.74	61.31	9,776,218.26
	=====	=====	=====	=====	=====

CITY OF CARTHAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2023

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
EXPENDITURES					
110-GENERAL REVENUE	12,876,337.00	1,019,188.48	7,661,514.83	59.50	5,214,822.17
121-PUBLIC HEALTH	229,255.00	18,566.81	197,592.84	86.19	31,662.16
122-LANDFILL CLOSURE	438,246.00	0.00	0.00	0.00	438,246.00
123-LODGING TAX	199,000.00	8,790.79	77,262.50	38.83	121,737.50
124-CIVIC ENHANCEMENT	0.00	0.00	0.00	0.00	0.00
125-STORMWATER	0.00	0.00	0.00	0.00	0.00
126-PUBLIC SAFETY GRANT	0.00	5,600.00	12,020.81	0.00 (	12,020.81)
127-CDBG	0.00	0.00	0.00	0.00	0.00
128-PARKS/STM WTR	6,633,408.00	87,525.20	1,042,562.80	15.72	5,590,845.20
129-TIF & CID SPECIAL TAX	0.00	0.00	0.00	0.00	0.00
130-INMATE SECURITY FUND	0.00	0.00	373.00	0.00 (	373.00)
131-FIRE PROTECTION TAX	756,900.00	191.54	165,638.98	21.88	591,261.02
141-FAIR ACRES SPORTS COM	0.00	0.00	0.00	0.00	0.00
142-GOLF COURSE	781,077.00	59,501.90	446,630.49	57.18	334,446.51
161-CAPITAL IMPROVEMENTS	2,024,142.00	0.00	28,273.98	1.40	1,995,868.02
162-PARKS & RECREATION	260,000.00	0.00	0.00	0.00	260,000.00
163-MYERS PARK	552,491.00	87,293.60	505,773.44	91.54	46,717.56
164-JUDICIAL EDUCATION FU	0.00	0.00	0.00	0.00	0.00
165-USE TAX	321,171.00	38,797.00	80,645.48	25.11	240,525.52
175-Public Fac/Bond Fund	2,451,007.00	57,812.05	209,657.78	8.55	2,241,349.22
221-ECONOMIC DEVELOPMENT	31,819.00	0.00	31,819.00	100.00	0.00
222-AMERICAN RESCUE PLAN	1,288,247.00	193,211.05	1,520,536.51	118.03 (	232,289.51)
341-CW & EP	0.00	0.00	0.00	0.00	0.00
342-MCCUNE-BROOKS HOSPITA	0.00	0.00	0.00	0.00	0.00
343-LIBRARY OPERATING	0.00	45,000.00	707,000.00	0.00 (	707,000.00)
344-LIBRARY BUILDING	0.00	0.00	0.00	0.00	0.00
345-POWERS MUSEUM	0.00	0.00	0.00	0.00	0.00
346-POWERS CAPITAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
GRAND TOTAL EXPENDITURES	<u>28,843,100.00</u>	<u>1,621,478.42</u>	<u>12,687,302.44</u>	<u>43.99</u>	<u>16,155,797.56</u>
REVENUES OVER/(UNDER) EXPENDITURES	(3,575,314.00)	2,218.99	2,804,265.30		(6,379,579.30)

*** END OF REPORT ***

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS	FUND TOTAL
<u>110-GENERAL REVENUE</u>				
110-10000.000	Claim on Pooled Cash	2,793,903.69		
110-10002.000	Investment Account		4,239,855.32	
	TOTAL 110-GENERAL REVENUE	2,793,903.69	4,239,855.32	7,033,759.01
<u>121-PUBLIC HEALTH</u>				
121-10000.000	Claim on Pooled Cash	598,099.92		
121-10002.000	Investment Account		106,480.14	
	TOTAL 121-PUBLIC HEALTH	598,099.92	106,480.14	704,580.06
<u>122-LANDFILL CLOSURE</u>				
122-10000.000	Claim on Pooled Cash	523,649.22		
122-10002.000	Investment Account		30,509.68	
	TOTAL 122-LANDFILL CLOSURE	523,649.22	30,509.68	554,158.90
<u>123-LODGING TAX</u>				
123-10000.000	Claim on Pooled Cash	115,473.42		
	TOTAL 123-LODGING TAX	115,473.42	0.00	115,473.42
<u>124-CIVIC ENHANCEMENT</u>				
124-10000.000	Claim on Pooled Cash	55,666.43		
	TOTAL 124-CIVIC ENHANCEMENT	55,666.43	0.00	55,666.43
<u>125-STORMWATER</u>				
125-10000.000	Claim on Pooled Cash	8,945.41		
	TOTAL 125-STORMWATER	8,945.41	0.00	8,945.41
<u>126-PUBLIC SAFETY GRANT</u>				
126-10000.000	Claim on Pooled Cash	116,370.59		
	TOTAL 126-PUBLIC SAFETY GRANT	116,370.59	0.00	116,370.59
<u>128-PARKS/STM WTR</u>				
128-10000.000	Claim on Pooled Cash	733,719.70		
128-10002.000	Investment Account		266,200.33	
	TOTAL 128-PARKS/STM WTR	733,719.70	266,200.33	999,920.03
<u>129-TIF & CID SPECIAL TAX</u>				
129-10000.000	Claim on Pooled Cash	44,666.05		
	TOTAL 129-TIF & CID SPECIAL TAX	44,666.05	0.00	44,666.05
<u>130-INMATE SECURITY FUND</u>				
130-10000.000	Claim on Pooled Cash	23,234.44		
	TOTAL 130-INMATE SECURITY FUND	23,234.44	0.00	23,234.44

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS	FUND TOTAL
<u>131-FIRE PROTECTION TAX</u>				
131-10000.000	Claim on Pooled Cash	1,478,808.71		
131-10002.000	Investment Account		532,400.65	
	TOTAL 131-FIRE PROTECTION TAX	1,478,808.71	532,400.65	2,011,209.36
<u>141-FAIR ACRES SPORTS COMPLEX</u>				
141-10000.000	Claim on Pooled Cash	0.00		
	TOTAL 141-FAIR ACRES SPORTS COMPLEX	0.00	0.00	0.00
<u>142-GOLF COURSE</u>				
142-10000.000	Claim on Pooled Cash	310,055.63		
	TOTAL 142-GOLF COURSE	310,055.63	0.00	310,055.63
<u>161-CAPITAL IMPROVEMENTS</u>				
161-10000.000	Claim on Pooled Cash	2,935,770.88		
161-10002.000	Investment Account		1,000,000.00	
	TOTAL 161-CAPITAL IMPROVEMENTS	2,935,770.88	1,000,000.00	3,935,770.88
<u>162-PARKS & RECREATION</u>				
162-10000.000	Claim on Pooled Cash	368,352.98		
	TOTAL 162-PARKS & RECREATION	368,352.98	0.00	368,352.98
<u>163-MYERS PARK</u>				
163-10000.000	Claim on Pooled Cash	603,959.69		
163-10002.000	Investment Account		79,860.08	
	TOTAL 163-MYERS PARK	603,959.69	79,860.08	683,819.77
<u>164-JUDICIAL EDUCATION FUND</u>				
164-10000.000	Claim on Pooled Cash	4,315.70		
	TOTAL 164-JUDICIAL EDUCATION FUND	4,315.70	0.00	4,315.70
<u>165-USE TAX</u>				
165-10000.000	Claim on Pooled Cash	334,132.38		
	TOTAL 165-USE TAX	334,132.38	0.00	334,132.38
<u>175-Public Fac/Bond Fund</u>				
175-10000.000	Claim on Pooled Cash	2,011,845.58		
175-10002.000	Investment Account		920,177.30	
	TOTAL 175-Public Fac/Bond Fund	2,011,845.58	920,177.30	2,932,022.88
<u>221-ECONOMIC DEVELOPMENT</u>				
221-10000.000	Claim on Pooled Cash	12,740.47		
	TOTAL 221-ECONOMIC DEVELOPMENT	12,740.47	0.00	12,740.47

CITY OF CARTHAGE
CASH & INVESTMENTS BY FUND
AS OF: MARCH 31ST, 2023

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS	FUND TOTAL
<u>222-AMERICAN RESCUE PLAN ACT</u>				
222-10000.000	Claim on Pooled Cash	2,579.81		
222-10002.000	Investment Account		1,491,506.58	
	TOTAL 222-AMERICAN RESCUE PLAN ACT	2,579.81	1,491,506.58	1,494,086.39
<u>343-LIBRARY OPERATING</u>				
343-10000.000	Claim on Pooled Cash	548,575.01		
343-10000.100		0.00		
343-10002.000	Investment Account		686,916.53	
	TOTAL 343-LIBRARY OPERATING	548,575.01	686,916.53	1,235,491.54
<u>344-LIBRARY BUILDING</u>				
344-10000.000	Claim on Pooled Cash	0.00		
	TOTAL 344-LIBRARY BUILDING	0.00	0.00	0.00
<u>345-POWERS MUSEUM</u>				
345-10000.000	Claim on Pooled Cash	0.00		
	TOTAL 345-POWERS MUSEUM	0.00	0.00	0.00
<u>346-POWERS CAPITAL</u>				
346-10000.000	Claim on Pooled Cash	0.00		
	TOTAL 346-POWERS CAPITAL	0.00	0.00	0.00
TOTAL CASH & INVESTMENTS				
		13,624,865.71	9,353,906.61	22,978,772.32
		=====	=====	=====

*** END OF REPORT ***



City Administrator's Report

04/07/23-04/21/2023

City Staff and Internal Projects

- Planning and Zoning reviewing City Comprehensive Plan (May, 1) to forward to Council (Planning and Zoning, Public Works, Engineering and Administration)
- Budget Process continues (All departments) Process is nearing completion
- Work for new Website continues to be deployed on July, 1
- 353 Tax Abatement presented to council tonight

Community

- Carthage Special Road District
- Met with Fairgrounds Organizers and City Staff
- Met with the School District regarding several issues.
- Chamber Coffee/Food Truck Friday
- Met with Local Business who wants to bid on city purchases
- CEDC Board Meeting
- GRO Meeting
- Jasper County Commission Meeting
- Region M Board Meeting
- Chamber Board Meeting

Meetings

- Grant meeting for Downtown Revitalization Grant (Engineering)
- Worked with Staff and ED regarding project "Bull"
- Planning and Zoning Committee
- Jasper County Emergency Services Board Meeting
- Public Services Committee
- Economic Development Director
- Several Meetings with Mayor and various department heads

Upcoming

- Council Planning session to be scheduled in the future

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 Contract with Neutron Holdings Inc. d/b/a/ Lime Scooter, 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

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



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

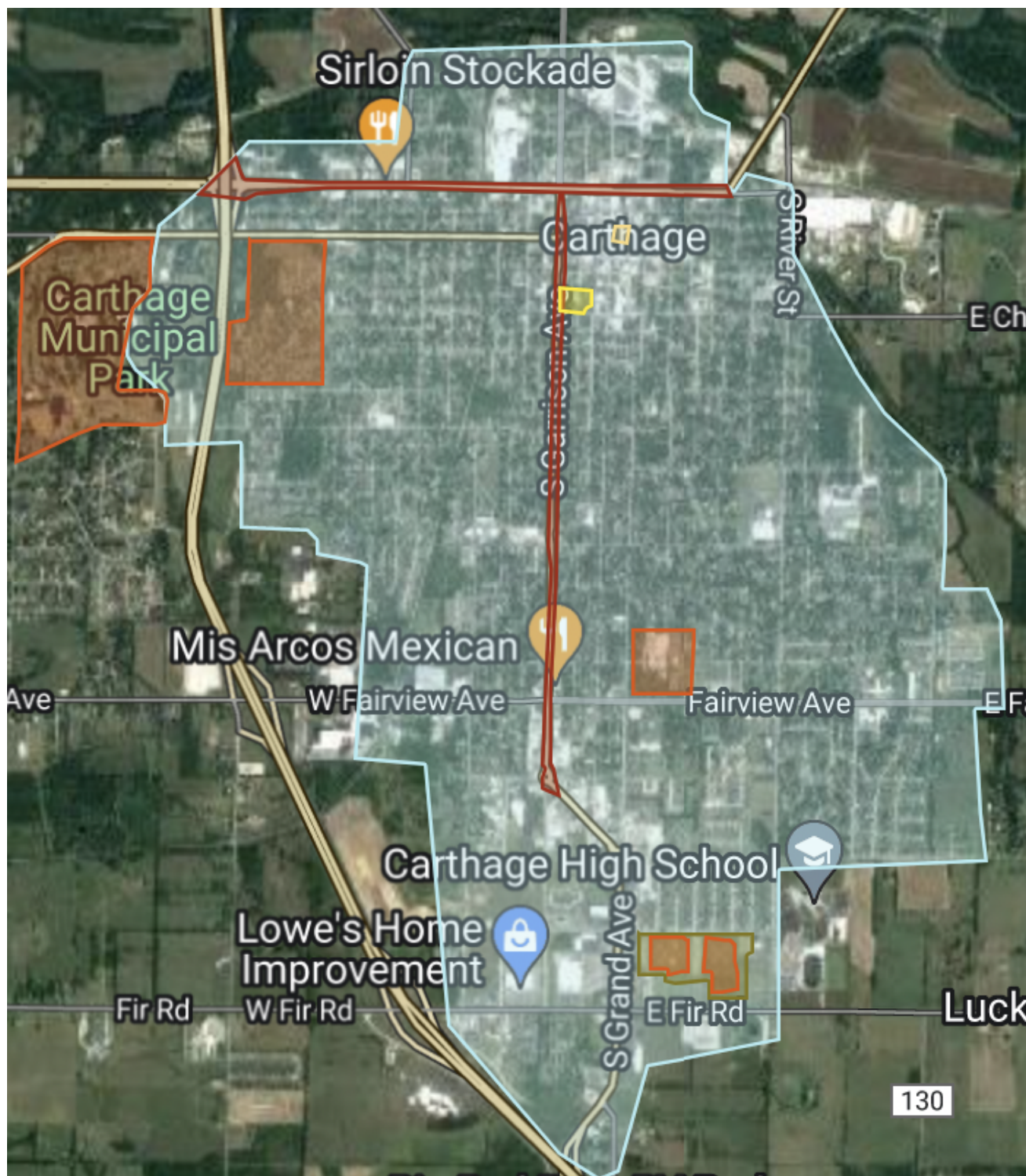
shift their daily trips to a more sustainable mode of transportation, as well as ensuring all riders can benefit from the City's scooter program, regardless of income.

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

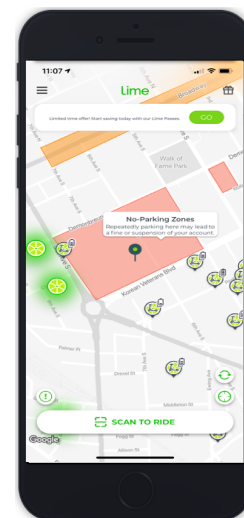
Geo-Fencing Technology

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.

OUTREACH

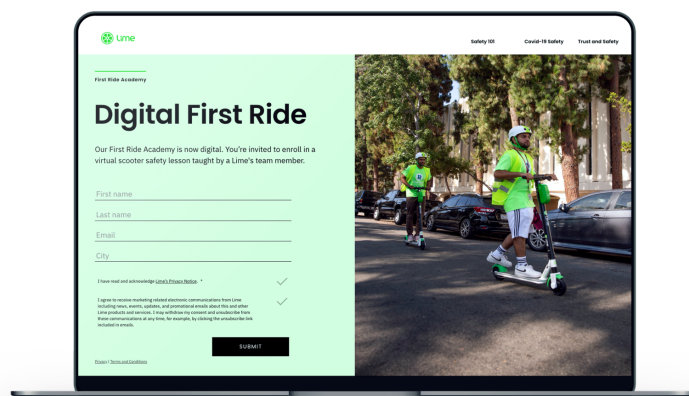


Education starts before the first ride: All riders are required to take a "how to ride" tutorial and an in-app quiz before they can access a Lime scooter. Lime has partnered with the League of American Bicyclists to enhance this rider safety content, focusing on how to ride micromobility vehicles defensively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

REMINDERS

R

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.

DIGITAL TECHNOLOGY

D

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 GoCOSH to enable reporting of issues directly via the GoCOSH 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: _____

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.

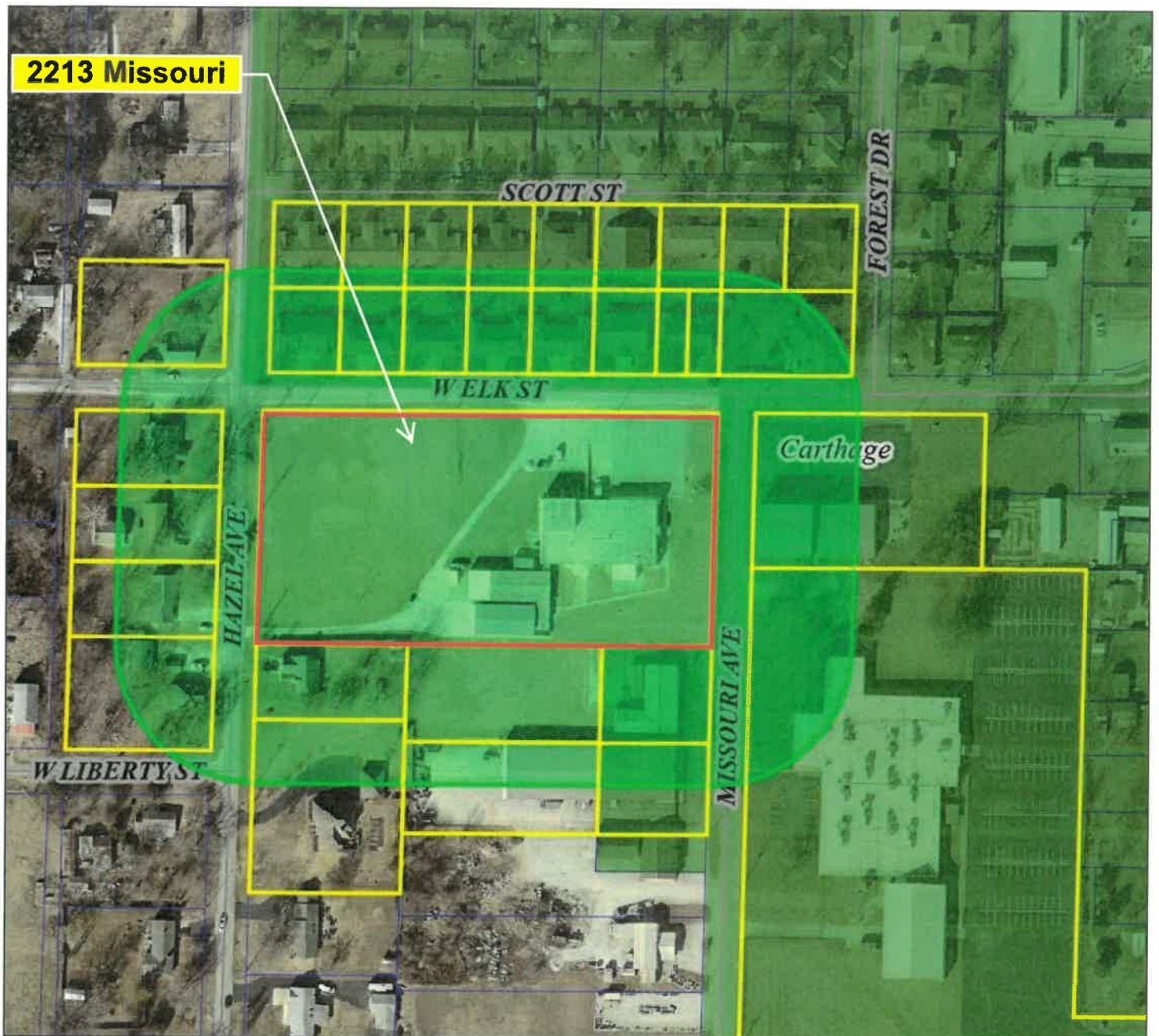
Dan Rife, Mayor

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
Last Data Uploaded: 3/14/2023 2:52:39 AM

Developed by  **Schneider**
GEOSPATIAL

Current City Zoning Map



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.

Eligible 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.

Dan Rife, Mayor

ATTEST:

Miranda Deal, 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
CARTHAGE REDEVELOPMENT CORPORATION, INC.
INC.

_____, Chairman
CARTHAGE REDEVELOPMENT CORPORATION,

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

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:

<u>DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS</u>	<u>TYPE OF DBE SERVICE</u>	<u>TOTAL \$ VALUE OF THE DBE SUBCONTRACT</u>	<u>CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL</u>	<u>PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL</u>
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				
Project TAP-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/eplsearch.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/eplsearch.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

<u> 1 </u> %	Section 106 Historic Documentation / Application
<u> 0 </u> %	Threatened and Endangered Species Documentation
<u> 1 </u> %	Other Environmental / NEPA Documentation
<u> 1 </u> %	Job Special Provisions
<u> 2 </u> %	Construction Estimate
<u> 0 </u> %	Pavement Borings and Design
<u> 3 </u> %	Utility Coordination
<u> 4 </u> %	Surveying – Preliminary Engineering & Property Surveys
<u> 0 </u> %	Roadway Design
<u> 0 </u> %	Bridge Design
<u> 0 </u> %	Intelligent Transportation System (ITS) Design
<u> 23 </u> %	Sidewalk / ADA / Bicycle / Pedestrian Design
<u> 2 </u> %	Signing & Striping Plans
<u> 0 </u> %	Traffic Signal Plans
<u> 2 </u> %	Traffic Control / Work Zone Management Plans
<u> 0 </u> %	Small Retaining Wall Design
<u> 0 </u> %	Geotechnical Investigation
<u> 0 </u> %	Subsurface Utility Exploration
<u> 1 </u> %	Water Quality / Stormwater Design
<u> 2 </u> %	Right-of-Way Acquisition Services
<u> 1 </u> %	Community Engagement / Public Involvement Services
<u> 2 </u> %	Materials Testing
<u> 2 </u> %	Surveying – Construction staking, roadway layout, & bridge layout

<u> 53 </u> %	Construction Engineering / Construction Inspection
<u> </u> %	Other

COUNCIL BILL NO. 23-29

ORDINANCE NO. _____

An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Bergan KDV for forensic auditing services, 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 Bergan KDV for forensic auditing services, 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: Budget Ways & Means

April 19, 2023

City of Carthage Missouri
Greg Dagnan, City Administrator
326 Grant Street
Carthage MO 64836

This letter is to confirm and summarize our understanding of the terms and objectives of our forensic services engagement and the nature and limitations of the services we will provide.

Summary of Engagement Terms:

Scope of Forensic Accounting Services We Currently Expect to Provide:

Project Scope

- Internal Control policies and procedures relate to the golf and parks operations, including Pete's Pro Shop as applicable.
- Review of internal investigation documents to efficiently plan our forensic procedures.
- Analysis of golf green fees, cart fees, and tournament revenues.
- Analysis of Pete's Pro Shop gift card transaction activity and revenue tracking.
- Review and analysis of Pete's Pro Shop contract(s), and flow of revenues.
- Analytic review of non-payroll and non-credit card disbursement activity of the Golf and/or Parks Department to identify high risk transactions for further review by the City.
- Analytic review of Pete's Pro Shop POS transactional activity.
- Development of revenue expectations for green fees, cart fees and tournament revenue and compare to actual amounts.
- Analyze weekly golf green fees revenue, cart fees and tournament revenues for 12 months prior to the resignation of the Golf Pro compared to green fee revenue after resignation. After 12 month analysis determine if scope should be expanded to other periods.
- Review bank statement activity and analyze activity between the City's bank statements and Pete's Pro Shop bank statements as available.
- Analyze chemical purchases to identify potential fraudulent transactions.
- Review of golf vendors contracts and compliance with City policies.
- Written and/or verbal report on findings, internal control recommendations and other recommendations.

Project Fees: As listed in our Proposal dated March 28, 2023, estimated \$39,575 plus travel expenses.

Other:

- As we complete our work, we may be required to expand our scope of procedures or time period analyzed, based on the results of our procedures. Prior to expanding our scope beyond those listed, we will consult with the city to execute an amended fee proposal and specify any additional procedures or time periods to complete.
- Our proposed fees assume project information is available in electronic formats. The availability of requested project information in preferred electronic formats, to be communicated during our work, will significantly increase our project efficiency, and avoid increased project costs.

Matter: City of Carthage Missouri golf and parks operations

Client Name: City of Carthage Missouri

Additional Communicatees: City attorney and law enforcement as applicable

Period: January 1, 2020 through February 28, 2023, or revised as agreed to by the City and BerganKDV

Independence: We are independent with regard to the parties involved

Estimated Completion Date: September 30, 2023 (or the later of 90 days after receiving the requested information) / Any timing adjustment(s) will be discussed with the city to keep the engagement efficient as possible.

Engagement Partner: Steven G. Wischmann, CPA, CFE, CFF, MAFF, CGMA



Fees: Our fees for these services will be based in part upon the amount of time required at our standard billing rates, plus out-of-pocket expenses. Our fees are listed in our proposal and are estimated at \$39,575 plus travel expenses.

We appreciate the opportunity to be of service to you and believe this letter **and attached forensic and litigation services engagement agreement** accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter **and as further detailed in the attached forensic and litigation services engagement agreement**, please acknowledge your acceptance by signing and returning it to us.

I have read and I agree to the summary of engagement terms listed above and the terms in the attached forensic and litigation services engagement agreement.

Sincerely,

BerganKDV

Steven Wischmann CPA

Steven G. Wischmann CPA, CFE, CFF, MAFF, CGMA

Acknowledged by:

Signature

Title

Draft

RESOLUTION NO. 2000

A RESOLUTION APPROVING THE DECLARATION AS SURPLUS TO THE CITY'S NEEDS AND AUTHORIZING THE DISPOSITION OF FOURTEEN SETS OF BUNKER GEAR AND A WASHER AND DRYER SET FROM THE FIRE DEPARTMENT, AND A SHELTER AT KELLOGG LAKE FROM THE PARKS AND RECREATION DEPARTMENT.

WHEREAS, City Department Heads exercise direct supervision over inventories of supplies, and the sale, trade, or disposition of surplus supplies and equipment belonging to the City; and

WHEREAS, the Department Head, is responsible (with Council approval) for the disposition or sale of salvage, obsolete, or surplus materials, to prevent deterioration and value loss of no longer used materials, and to reduce storage costs; and

WHEREAS, the City Administrator has discussed, and the Budget Ways & Means Committee recommends, declaring the above furniture as obsolete and surplus to the City's needs for consideration by the full City Council of declaring such items as surplus and obsolete.

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

That the aforesaid bunker gear, washer and dryer set, and the shelter at Kellogg Lake are determined and declared to be obsolete and surplus to the City's needs and are hereby authorized for disposition.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsor: Budget Ways & Means Committee

RESOLUTION NO. 2001

A RESOLUTION PROVIDING FOR THE FORMAL ACCEPTANCE OF A DONATION BY THE CITY COUNCIL OF THE CITY OF CARTHAGE, MISSOURI PURSUANT TO CITY POLICY.

WHEREAS, periodically, private individuals and agencies would like to make donations and grants to the City of Carthage for general or specific purposes; and

WHEREAS, the City has adopted a policy to formalize the conditions and procedures to be followed by the City in accepting said donations and grants, and to assist the City Council in evaluating the impact of proposed donations and grants on the resources of the City of Carthage; and

WHEREAS, This policy also establishes guidelines that ensure donations occur at arm's length from any City decision-making process, and provide criteria and process for the acceptance of donations; and

WHEREAS, The City Administrator has prepared and submitted a report evaluating the impact of the proposed donations or grants on the resources of the City.

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

That the City hereby accepts a donation in the amount of two thousand dollars and no cents (\$2,000.00) from Robin Conklin for use in the Carthage Fire Department. The donor did not place any restrictions on the specific use of the funds. A budget adjustment will be prepared to authorize the appropriation of these funds.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Dan Rife, Mayor

ATTEST:

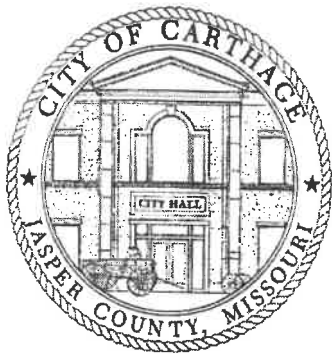
Miranda Deal, City Clerk

Sponsor: Public Safety Committee

CITY ADMINISTRATOR DONATION REPORT:

The City Administrator shall prepare a report evaluating the impact of all proposed donations or grants on the resources of the City. This report must include both the immediate costs of placing said donation into service or program into action and the costs required to maintain or continue the program in future budget years. Such costs may include analysis of annual personnel, repair and maintenance and equipment expenditures and any future capital improvements required by the donation. The report must be submitted to Council at the same time acceptance of the donation or grant is to be considered. If additional operating costs are associated with the acceptance of the donation, the Council shall identify the source of revenues to defray the additional costs at the time of acceptance.

There will be no adverse impact of acceptance of the cash contributions. The Budget Ways & Means Committee will meet to determine a recommendation on the appropriation of these funds. It is recommended that the funds be placed in the Public Safety Fund budget pending Budget Ways & Means Committee recommendations for City Council action regarding appropriations of said funds.



The City of Carthage

"America's Maple Leaf City"

April 18, 2023

Dick Horton Consulting
507 Norris
Pittsburg, KS 66762

Mr. Horton

The Committee on Claims met at their regularly scheduled time on 03/14/2023. They reviewed the remaining \$15,000 claim presented by Dick Horton Consulting. After review of the items presented the committee voted to pay the \$10,000 for the 100 hours of consulting based on the contract addendum #2.

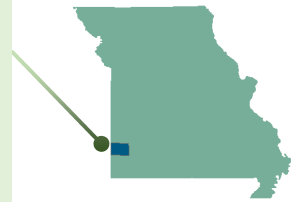
However, the committee voted to deny the claim for the Public Arts Policy. There were many reasons the committee discussed for denial of this payment. Ultimately, the primary reason was the work on the art policy was outside of the work to be provided under addendum #2. Contract addendum #2 was an extension of the original Master Plan contract for the specific purpose to "assist with the administrative effort that will be needed to implement the completed master plan." The completed master plan and its implementation have no provision for a public art policy.

The payment of this \$10,000 is the City's final authorized payment of your invoice #1.

Sincerely,

Greg Dagnan
City Administrator

REMEDIAL AND REMOVAL ACTIONS SITE UPDATE: Oronogo-Duenweg Mining Belt National Priorities List Superfund Site Jasper and Newton Counties, Missouri



SITE OVERVIEW AND UPDATE

The U.S. Environmental Protection Agency (EPA) Region 7 is testing for lead contamination in private drinking water wells, residential yards, and areas with suspected mining waste within the Oronogo-Duenweg Mining Belt National Priorities List (NPL) Superfund Site (site) in Jasper County. Lead mine waste was



spread throughout the area from historic mining activities in the Tri-State Mining District (TSMD).

Contact EPA Today About FREE Lead Testing!

If your property is located within the site boundary (see map below), EPA can test your yard and/or private drinking water well for FREE – including residential yards, private drinking water wells and other child high-use areas. Sampling is performed at no cost to property owners. Please contact EPA or EPA's sampling contractor, Tetra Tech, for more information or to request your property be sampled.

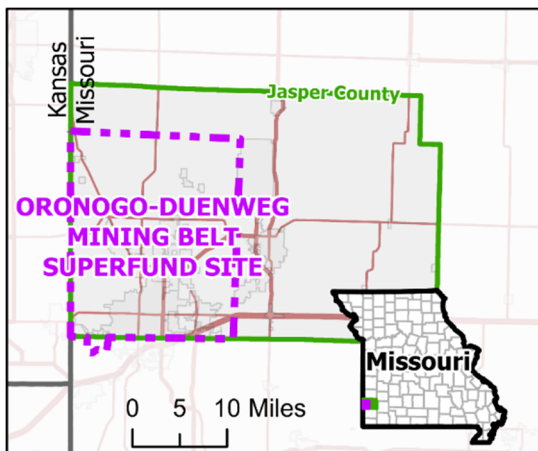


Call EPA toll-free: 1-800-223-0425

Email EPA: R7-TSMD@epa.gov



Call EPA's Soil Sampling Contractor,
Tetra Tech: 620-284-1357



SITE BACKGROUND AND UPDATE

The Oronogo-Duenweg Mining Belt NPL Superfund Site is part of the Tri-State Mining District where mining, milling, and smelting of lead and zinc ore began in the mid-1800s and continued for more than 100 years. The site consists of numerous mine waste areas spread across hundreds of square miles in southwestern Jasper County, and part of

northwestern Newton County, Missouri. Former mining and smelting operations contaminated soil, groundwater, and surface water sediments with lead, zinc, and cadmium. Millions of tons of surface mining wastes contaminated thousands of acres. The primary contaminants of concern at this site are lead, zinc and cadmium. After detecting elevated heavy metal levels in mine waste, soil, groundwater and sediment, EPA has been collaborating with the state of Missouri and the local community to clean up lead-contaminated areas for over three decades. EPA added the site to the NPL in 1990. EPA later divided the site into five Operable Units (OUs), as follows:

- **OU0** – Sitewide Activities
- **OU1** – Mine and Mill Waste
- **OU2** – Residential properties, child care centers, and schools (located in former smelter areas)
- **OU3** – Residential properties, child care centers, and schools (located in the vicinity of mining and milling wastes)
- **OU4** – Groundwater
- **OU5** – Spring River Basin

For more information, visit EPA's Site Profile Page at: www.epa.gov/superfund/oronogoduenwegmining.

What Cleanup Activities Has EPA Done to Date?

The site includes mine waste contamination in several former mining areas. Sitewide, EPA remediated nearly **25 million** cubic yards of mining wastes over thousands of acres, remediated more than **3,000 residential yards**, and supplied over **500 homes** with a clean, permanent source of drinking water. Approximately **14 miles** of streams have been remediated across the site in recent years.

CURRENT SITE STATUS

EPA is currently working on Operable Unit 1 – Mine and Mill Waste; Operable Units 2 and 3 – Residential Yards; Operable Unit 4 – Groundwater; and Operable Unit 5 – Spring River Basin. Cleanup activities have also included removal actions, or short-term cleanups, such as residential yard remediation, to address immediate threats to human health and the environment. Past removal actions included cleanup of soils at six child care centers and 300 residences, in addition to providing bottled water to affected residences. New time-critical removal actions are currently underway to address newly identified residential yards with lead contamination. Early testing of private drinking water supply wells indicated

that many wells were contaminated with lead, cadmium and zinc attributable to historical mining activities. EPA's initial response action was to provide bottled water, treatment systems, or city water connections to residences with contaminated private drinking water supply wells. Cleanup of the upper groundwater has not been feasible, due to the way the groundwater flows through an extensive network of abandoned underground mines. **Please contact EPA if you would like to have your well tested or to see if your well has been tested in the past.**

EPA is currently developing a Remedial Investigation and Feasibility Study for **OU5 – Spring River Basin** to address surface water and sediment contamination from historic lead mining. In August 2022, EPA completed the Fifth Five-Year Review (FYR) of the site's remedy. FYRs are conducted to evaluate the effectiveness of the cleanup activities to protect public health and the environment.

ABOUT LEAD AND PUBLIC HEALTH



Lead is a toxic metal that is harmful if inhaled or swallowed. Lead can pose serious health risks at low concentrations, particularly to children under 7 years old, as well as to those who are

pregnant or nursing. Lead can decrease mental development, especially learning, intelligence and behavior in children. Even low levels of lead in the blood of children can result in behavior and learning problems, hyperactivity, slowed growth, hearing problems, and anemia. Some effects of lead poisoning in a child may continue into adulthood. Adults exposed to lead can suffer from cardiovascular effects, increased blood pressure and incidence of hypertension, decreased kidney function, and reproductive problems (in both men and women).

It is important that children under 7 be tested annually, because lead-poisoned children do not always look or act sick. The only way to know if your child has elevated blood lead levels is to have their blood tested. **Talk to your pediatrician, general physician, or local health agency about testing your child.** To arrange for blood lead screening, please contact the **Jasper County Health Department**, 105 Lincoln St., Carthage, MO 64836; at 417-358-3111 or online at: www.jaspercounty.org/health_department.

LOCAL PARTNERSHIPS TO PROTECT HEALTH



EPA Region 7 is the lead agency for site activities, and the support agencies are the **Missouri Department of Natural Resources** and the **Missouri Department of Health and the Environment**.

EPA provides ongoing funding to the Jasper County Health Department for lead health education and implementing programs to test and manage soils prior to new construction of homes and to prevent building on mining waste. These programs maintain the remedy and are reinforced by a county lead health ordinance.

LEAD INFORMATION AND SITE DETAILS



Document collections were developed by EPA to form a clear understanding of the decisions to take actions at a site. Site project information is available to the public at web repositories. The Administrative Record File (AR) contains technical documents from EPA's response actions. To view more site information, ARs, FYRs, Records of Decisions (RODs), and other cleanup documents, visit EPA's Site Profile Page at: www.epa.gov/superfund/oronogoduenwegmining (see Site Documents & Data). EPA also posts Fact Sheets for Missouri sites at: www.epa.gov/mo/missouri-cleanups.

More information about lead:

- CDC's Lead ToxFAQs™: www.atsdr.cdc.gov/toxfaqs/tfacts13.pdf
- CDC's Lead page: www.cdc.gov/nceh/lead
- EPA's Lead pages at: www.epa.gov/lead, www.epa.gov/lead/learn-about-lead and www.epa.gov/superfund/lead-superfund-sites
- Protect Your Family from Lead Hazards: www.epa.gov/mo/missouri-cleanups

If you do not have internet access, you can view these documents online during normal business hours at: EPA Region 7 Records Center, 11201 Renner Blvd., Lenexa, KS 66219 (1-800-223-0425); or Joplin County Public Library, 1901 E. 20th St., Joplin, MO 64804 (417-623-7953).

COMMUNITY INVOLVEMENT

EPA will also continue to solicit input from the public during various phases of EPA's actions at the site and provide opportunities for community involvement. Contact EPA for more information about community involvement and technical assistance at the site.

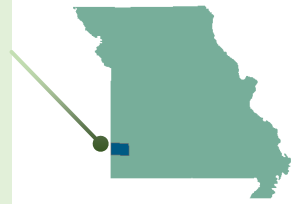
EPA CONTACT INFORMATION

If you have questions about this Fact Sheet, need additional information about the site, and/or would like to receive site updates, please contact EPA:

Elizabeth Kramer, Community Involvement Coordinator; phone: 913-551-7186 or toll-free: 1-800-223-0425; email: kramer.elizabeth@epa.gov or R7 TSMD: R7-TSMD@epa.gov (mailing address below).

Liz Blackburn-Vigil, Remedial Project Manager; phone: 913-551-7899 or toll-free: 1-800-223-0425; email: blackburn.lizi@epa.gov

EPA to Host Open House with Site Update Oronogo-Duenweg Mining Belt NPL Superfund Site JASPER COUNTY HEALTH DEPARTMENT WILL OFFER FREE BLOOD LEAD TESTING FOR PREGNANT MOTHERS AND ELIGIBLE CHILDREN



SITE UPDATE OVERVIEW

EPA Region 7 will hold an Open House on Monday, April 24 at Memorial Hall in Carthage, Missouri for the Oronogo-Duenweg Mining Belt National Priorities List (NPL) Superfund Site (site). Lead mine waste was spread throughout the area from historic mining activities in the Tri-State Mining District where mining, milling, and smelting of lead and zinc ore began in the mid-1800s and continued for more than 100 years – contaminating soil, groundwater, and surface water sediments with lead, zinc, and cadmium. Lead is a toxic metal that is harmful if inhaled or swallowed. Lead can pose serious health risks at low concentrations, particularly to children under 7 years old, as well as to those who are pregnant or nursing. During the event, EPA will provide a site update presentation and discuss plans to expand the site boundary to include all of Jasper County (see map, below) to protect human health and the environment from site hazards. Expanding the site boundary would enable EPA to conduct additional lead testing and cleanup of lead and zinc mining wastes found throughout the county. EPA will also present information about short-term Removal actions conducted in Jasper County, the Superfund Remedial (cleanup) process, the Technical Assistance Needs Assessment (TANA), and the Community Involvement

Plan (CIP) Update, with opportunities for the community to share their thoughts and concerns. Following the presentation, EPA, federal, state, and local health and environmental agencies will be available to talk with residents in an Open House format. **The event will be held:**

Monday, April 24, 2023

6:00 to 8:30 p.m.

Memorial Hall

407 S. Garrison Ave.

Carthage, MO 64836

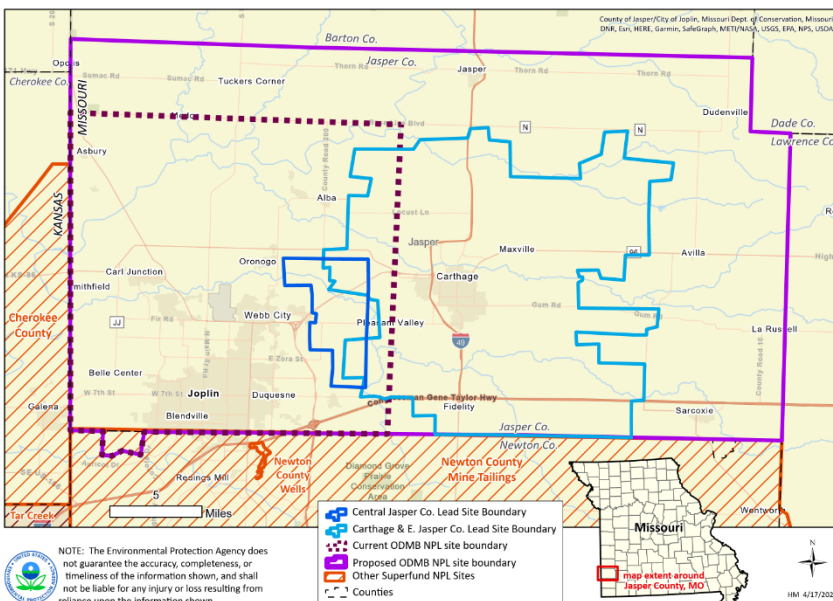
Free Blood Lead Testing During Event

The Jasper County Health Department (JCHD) will conduct blood lead testing during the event – FREE for children from 6 months through 5 years old and pregnant mothers. For more information, contact the JCHD at: 417-358-3111 or EPA Contacts on page 2. Some children in historic lead mining and smelting areas have elevated levels of lead in their blood. This can cause health problems. Children under 7 years old living in this area should have annual blood tests. Talk to your pediatrician, general physician, or local health department about testing your child. To arrange for blood lead screening outside of this event, please contact the Jasper County Health Department, 105

Lincoln St., Carthage, MO 64836; at 417-358-3111 or

www.jaspercounty.org/health_department.

Oronogo-Duenweg Mining Belt Superfund Site Boundaries with Jasper County/Carthage Lead Sites



What Has EPA Done to Date?

Sitewide, since 1995, EPA has assessed and cleaned up millions of yards of mining waste over thousands of acres, remediated thousands of residential yards, supplied hundreds of homes with a clean, permanent source of drinking water, and cleaned up over a dozen miles of streams. EPA also conducted several short-term residential yard cleanups to protect children's health from immediate threats. EPA R7 is currently assessing and cleaning up lead contamination in private domestic drinking water wells, residential yards, and areas of suspected mining waste within the site. For more information, see

EPA's Fact Sheet at:

<https://www.epa.gov/mo/oronogo-duenweg-mining-belt-national-priorities-list-npl-superfund-site-jasper-and-newton>

EPA's ongoing **Remedial Activities** for the overall ODMB NPL Site cover five overall project areas (also known as Operable Units or OUs):

- **Mine and Mill Waste** (OU1)
- **Residential Yards** (OU2 & OU3)
- **Groundwater** (OU4) and
- **Spring River Basin** (Watershed) (OU5)

EPA's short-term **Removal Actions** have identified and addressed residential yards and private, domestic drinking water wells with lead contamination, such as: **Carthage City and Eastern Jasper County Lead; Central Jasper County Lead; Joplin Emergency Removal and Jasper County Wells**. Early testing of private drinking water supply wells indicated that several wells were contaminated with lead, cadmium and zinc attributable to historic mining activities. EPA's response actions provided bottled water, treatment systems, or city water connections to residences with contaminated private drinking water supply wells. EPA continues to test yards and private, domestic drinking water wells. EPA is targeting lead sampling efforts in areas with a high likelihood of lead contamination. EPA will reach out to properties for free sampling.

LEAD INFORMATION AND SITE DETAILS



EPA develops document collections to provide a clear understanding of EPA's decisions to take action at a site. Site project information is available to the public at web information repositories.

The Administrative Record File (AR File) contains technical documents from EPA's response actions, FYRs, Records of Decisions, and other cleanup documents (see Site Documents & Data), at:

www.epa.gov/superfund/oronogoduenwegmining

AR Files for EPA's Removal Actions are online at:

www.epa.gov/superfund/carthagecity

www.epa.gov/superfund/centraljasperco

If you do not have internet access, you can view these documents online during normal business hours at: **EPA Region 7 Records Center**, 11201 Renner Blvd., Lenexa, KS 66219 (1-800-223-0425) or on a computer at the

Joplin County Public Library, 1901 E. 20th St., Joplin, MO 64804 (417-623-7953). *For more information about lead hazards:*

- Protect Your Family from Lead Hazards: <https://www.epa.gov/mo/protect-your-family-lead-hazards-historic-lead-mining-areas-fact-sheet-august-2022>
- EPA's Lead pages at: www.epa.gov/lead

Technical Assistance Grant

To help affected communities understand the technical information related to a Superfund site, EPA has established a Technical Assistance Grant (TAG) Program. The program provides up to \$50,000 for a qualified citizens' group to hire an independent technical advisor. The advisor can assist citizens in their interpretation of technical data, site hazards, and the different scientific technologies used to support site actions.

SITE CONTACTS

If you have questions about this Fact Sheet, need additional information about the site, and/or would like to receive site updates, please contact EPA:

- **Site Lead:**
 - **Liz Blackburn**, Remedial Project Manager
phone: 913-551-7899; email: blackburn.lizi@epa.gov
- **Residential:**
 - **Dan Kellerman**, Remedial Project Manager;
phone: 913-551-7603; email: kellerman.daniel@epa.gov
 - **Peyton Witham**, Remedial Project Manager
phone: 913-551-7219; email: witham.peyton@epa.gov
- **Groundwater:**
 - **Creenen McGuire**: Remedial Project Manager
phone: (913) 551-7124; email: McGuire.Creenen@epa.gov
- **Community Involvement:**
 - **Elizabeth Kramer**, Community Involvement Coordinator;
phone: 913-551-7186
email: kramer.elizabeth@epa.gov or R7
TSMD: R7-TSMD@epa.gov;

Protect Your Family from Lead Hazards in Historic Mining Areas

You can take simple steps to reduce your exposure to lead in contaminated soils or dust, and water.



Contact EPA about free testing and cleanup of lead contamination in yards



Contact EPA about free drinking water well testing and alternate water for eligible wells



Take shoes off at the door; clean children's feet and pets' paws/fur at the door



Make sure children eat nutritious meals high in iron, calcium, and vitamin C



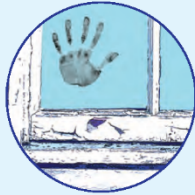
Damp (not dry) mop and dust surfaces regularly; keep toys and play areas clean



Have children under 7 years old tested for lead poisoning each year, even if they seem healthy



Wash hands, especially children's, after handling soil, playing outside, and before meals



Be aware of other sources of lead, such as lead-based paint, and try to minimize your overall exposure



Practice safe gardening and wash foods grown in contaminated soil



For more information: www.epa.gov/superfund/oronogoduenwegmining

U.S. Environmental Protection Agency | 11201 Renner Boulevard, Lenexa, KS 66219 | Toll-free: 1-800-223-0425

COUNCIL BILL NO. 06-04

ORDINANCE NO. 06-10

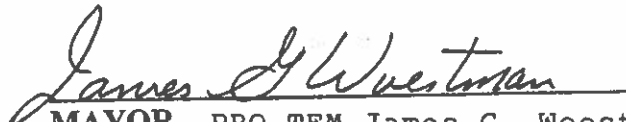
An Ordinance authorizing the Mayor to sign a Memorandum of Understanding with the Jasper County Commission regarding the County's enactment of an Environmental Contamination Ordinance.

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

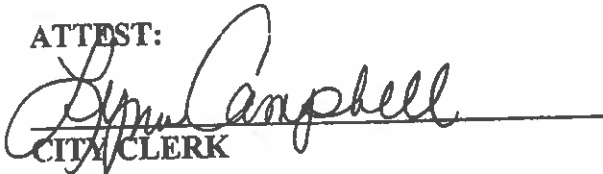
SECTION I: The Mayor of the City of Carthage is hereby authorized to sign a Memorandum of Understanding with the Jasper County Commission regarding the County's enactment of an Environmental Contamination Ordinance, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS 14th **DAY OF** February, 2006.


MAYOR PRO TEM James G. Woestman

ATTEST:


CITY CLERK

Sponsored by: Public Works Committee

MEMORANDUM OF UNDERSTANDING

WHEREAS: A large portion of Jasper County lies within the Tri-State Mining Belt, and

WHEREAS: The mining operations contaminated large areas of Jasper County soil and groundwater with lead, zinc and other heavy metals, and

WHEREAS: Other groundwater contaminants of concern to health have been identified by the Environmental Protection Agency and Missouri Department of Natural Resources in certain areas, and

WHEREAS: Studies have confirmed that lead, zinc and other heavy metals are harmful to human health, particularly young children, and

WHEREAS: The Environmental Protection Agency has expended millions of dollars remediating soil and groundwater contamination, and

WHEREAS: There still remains large contaminated areas within Jasper County, and

WHEREAS: Jasper County has enacted an Environmental Contamination Ordinance in an effort to prevent inappropriate development of contaminated soil, and

WHEREAS: The City of Carthage desires to assist and cooperate with Jasper County in implementing and enforcing the Environmental Contamination Ordinance,

NOW THEREFORE: In acknowledgment of their mutual interest in endeavoring to protect the health of it's residents, they hereby enter into this memorandum of understanding.

- The City of Carthage agrees to monitor the development of land in the designated contaminated area through the use of the building permit system. The City of Carthage will not issue a building permit in the contaminated designated area until the applicant presents a Certificate of Approval issued by Jasper County.
- Jasper County agrees to promptly test the soil upon request by the applicant. If contamination is found, Jasper County will offer advice how the property can be mediated. Once an acceptable mediation plan has been developed, the County will provide a Certificate of Approval and permitting can take place. If no contamination is found a Certificate will be issued.
- The City of Carthage will issue a building permit upon receiving the said certification, provided all other requirements are met.
- Jasper County will retest the property after construction to assure that the mediation was conducted appropriately. If it is determined that the mediation is appropriate, a Certificate of Mediation will be provided to the City prior to habitation.

This memorandum of understanding executed this 14th day of February 2006.

THE CITY OF CARTHAGE, MO

By James G. Woestman
Mayor Pro Tem

James G. Woestman
Attested: Juan Campbell
City Secretary

JASPER COUNTY, MO.

By CS
County Commissioner, Presiding

Attested: RC
District Clerk

JASPER COUNTY HEALTH DEPARTMENT

Environmental Health Office

105 Lincoln

Carthage, MO 64836

Phone (417) 358-0481 * Fax (417) 358-0494

ENVIRONMENTAL CONTAMINATION ORDINANCE

AN ORDINANCE ESTABLISHING PUBLIC HEALTH PROTECTION RELATED TO LEAD, CADMIUM, TRICHLORO-ETHYLENE AND OTHER IDENTIFIED CONTAMINANTS

SECTION 1. PURPOSE. The purpose of this ordinance is to provide for regulation of use, and mandatory testing of soil on designated properties located within the County. Certain Regulated Contaminants, as herein defined, have been identified in soil and in groundwater on both residential and commercial properties within the County. Most, if not all of these residential properties known to have been contaminated have been remediated to site-specific standards. Very few commercial properties have been remediated. New residential construction continues in areas of possible contamination. Regulated Contaminants pose a real threat to the health and well-being of individuals who are exposed to soil and water having elevated levels of the contaminants. In particular, children are at risk from long-term exposure to such Regulated Contaminants causing brain dysfunction and possible death. The County has identified certain areas where the Regulated Contaminants exceed allowable levels in residential yard soil or in groundwater. Such areas have been identified by the U.S. Environmental Protection Agency (EPA) and Missouri Department of Natural Resources (MDNR). This statute is intended to protect the general health of citizens, particularly children, from unnecessary exposure to contamination.

SECTION II. AUTHORITY. This ordinance is enacted pursuant to Section 192.300, R.S.Mo., and is not in conflict with any rules or regulations authorized by the State Department of Health & Senior Services.

SECTION III. ADOPTION OF RULES AND AMENDMENTS. The Jasper County Health Department shall promulgate rules to require testing of soil and groundwater in private wells, which can be more restrictive than state guidelines per R.S.Mo. § 192.290.

SECTION IV. APPLICABILITY. For the purposes of well testing requirements these regulations apply to all real property in the County. For soil testing requirements these regulations apply to the Superfund designated areas that generally include properties from Kansas State Line on the West to County Road 170 on the East and Newton County Line on the South to Highway M on the North. For soil testing, areas within these boundaries that are known to be non-contaminated will be exempted from the requirements of this ordinance. These areas will be designated using existing EPA and MDNR testing data and supplemented with local testing data. These areas will be reviewed annually as EPA/MDNR continue cleanup in the county. Maps depicting these potential contamination areas will be publicly available and updated annually.

Applicability of this ordinance will cease 6 months after completion by the EPA of Operable Unit 1 remediation project, which includes remediation of all lead mining and milling wastes and soil that exceed concentrations constituting a risk to residents.

SECTION V. DEFINITIONS. The following words and phrases used within this Ordinance have the following meanings:

- 5.01 Department: The County Health Department.
- 5.02 Commission: The County Commission.
- 5.03 County: Jasper, County, Missouri, a first-class county.
- 5.04 The Health Officer: The Administrator of the County Health Department or an authorized representative.
- 5.05 Contaminated Soil: soil having concentrations of Regulated Contaminants which exceed allowable levels established by the EPA, MDNR, or the State or County Department of Health.
- 5.06 Person: An individual, corporation or other legal entity.
- 5.07 Stop Order: A written order issued by the County Health Officer, or a designated representative, to stop all construction, installation, modification or occupation of any dwelling, child occupied facility or recreation area in areas of known contamination if in violation of this ordinance.
- 5.08 Required Soil Testing: Soil tests which conform to the requirements of the EPA and the MDNR for the presence of Regulated Contaminants.
- 5.09 Required Water Well Testing: Water quality tests which conform to the requirements of the EPA and MDNR for water quality testing for Regulated Contaminants.
- 5.10 Regulated Contaminants: Those contaminants in the soil or water well which are regulated by federal, state or local laws and those contaminants which the EPA or MDNR finds may be hazardous to public health. Contaminants shall specifically include: Lead, Cadmium, Arsenic, Trichloroethylene ("TCE"), and any other heavy metal, organic solvent, which is known to be, or suspected to be, present in County soils or water wells and which may cause harm to human health and well-being.
- 5.11 Qualified Testing Lab: Any testing facility which has been approved by the County, EPA or the MDNR as qualified to test for the Regulated Contaminants.
- 5.12 Soil Barriers: any artificial or man-made structure, marker or indicator which has been placed in the soil for the purpose of notifying a Person of the presence of Regulated Contaminants.
- 5.13 Water Well: Any Domestic Well, High Yield Well or Multiple Family Well, as defined at 10 CSR 23-1.030, or converted Test Wells authorized under 10 CSR 23-6.020. Water Wells do not include public drinking water systems, or private lines accessing public drinking water systems which are regulated pursuant to 10 CRS 60-1.010.
- 5.14 Dwelling: either:
 - (a) A dwelling, including attached structures such as porches and stoops;
or
 - (b) A dwelling unit in a structure that contains more than one separate residential dwelling unit and in which each such unit is used or occupied

or intended to be used or occupied, in whole or in part, as the home or residence of one or more persons.

- 5.15 Child Occupied Facility: a building or portion thereof visited regularly by the same child who is six or fewer years of age including, but not limited to, day care centers, preschools and kindergarten classrooms. For the purposes of this subdivision, “visited regularly” means a minimum of two visits on different days within any week, provided that each visit lasts at least three hours and the combined weekly visits last at least six hours and the combined annual visits last at least sixty hours.
- 5.16 Recreational Area: areas such as parks or ball fields where children are likely to congregate. This includes the portions of commercial or industrial properties that offer recreation areas where children are likely to congregate.

SECTION VI. PROHIBITIONS. No person shall:

- 6.01 Construct a dwelling or dwelling unit or other child occupied facility or recreational area as defined in this ordinance without first determining whether the property upon which the activity is to occur is property which has previously been identified as having soil contamination or which has been partially remediated for any Regulated Soil Contaminant.
- 6.02 Remove soil/mining waste from any contaminated mining site or chat pile for use in violation of EPA/MDNR standards for use as identified in EPA Mine Waste Fact Sheet dated February 2003 and other relevant documents.
- 6.03 Sell, assign, give or otherwise transfer real property without providing written notice to the buyer, assignee or transferee of the presence and concentration of Regulated Contaminants in the soil or groundwater if testing has occurred.
- 6.04 Sell, assign, give or otherwise transfer real property with a water well as defined herein without first conducting Required Testing for groundwater, and providing written results from a qualified testing lab to the Department and to the buyer, assignee or the transferee.
- 6.05 Falsify, tamper with, alter, purify or cause any activity to occur which will materially affect test samples nor falsify, tamper with or alter soil or water test results.
- 6.06 Knowingly withhold any information from the Department regarding soil or water test sampling or test results.
- 6.07 Inhabit a new structure before properly abating all identified soil hazards in accordance with EPA standards as identified in EPA document *Superfund Lead Contaminated Residential Sites Handbook*, August 2003, Directive # OSWER 9285.7-50 and summarized in Attachment A of this ordinance.

SECTION VII. PERMITS.

- 7.01 Building Permit: any person wishing to establish a dwelling, child occupied facility or recreation area on property within Jasper County shall apply to the County for a Building Permit except for property within political jurisdictions which issue building permits with the minimum requirements of all State and County requirements for the issuing of building permits. A permit will be issued when all county offices which govern property use have approved the permit application.
- 7.02 The Department shall provide to the applicant the information necessary to perform Required Testing of the soil and/or water prior to disturbance, including the contaminants for which testing is required, a detailed description of the method of acquiring and shipping soil samples, a list of approved Testing Labs, information pertaining to the possible human health hazards of Regulated Contaminants in soil or water. Additionally, requirements for remediation of contaminated soils in accordance with EPA guidelines will be provided by the County.

SECTION VIII. POWERS AND AUTHORITY OF INSPECTORS, AND INSPECTION PROVISIONS.

- 8.01 The Department reserves the right to establish and modify inspection procedures and standards for construction as necessary due to changes in Missouri statutes, rules, regulations best practices, manufacturers recommendations and precedence.
- 8.02 The Department, Health Officer or a representative of the Health Officer shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling and testing in accordance with the provisions of this ordinance. This shall include facilities permitted by another government entity. The Department has the right to enter property at any reasonable time if there is the suspicion of a violation of this ordinance.
- 8.03 Any person conducting, or having conducted on their behalf, any Required Testing as defined in this ordinance shall provide the test results to the Department of Health within five (5) days of receiving the test results. If the Department of Health reasonably determines that a health hazard exists, based on the provided test results, the Department shall have the right to conduct additional testing. Further, the Department shall have the responsibility as required by law to provide to the public any soil or water test results in their possession upon request.

SECTION IX. ENFORCEMENT

- 9.01 Any person found to be violating any provision of this ordinance in allowing the violation on their property shall be served by the Department with a written notice and/or Stop Order, stating the nature of the violation and providing a reasonable time limit, normally not to exceed 90 days, for

the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violation.

9.02 If violations of this ordinance continue the Department may require closure of any property which the Department believes may present a health hazard until such time as Required Testing may be performed to determine the presence of Regulated Contaminants. The Department may suspend or revoke any permits, including building permits, issued to any person violating this Ordinance until such time that the person complies with the Ordinance. All violations must be corrected before a permit can be issued or reinstated.

9.03 Any person who continues any violation beyond the time limit provided for in Section 9.01 may be charged with a class A misdemeanor and upon conviction thereof shall be fined as otherwise provided by law. Each day in which any violation continues shall be deemed a separate offense.

9.04 Any person violating any of the provisions of this ordinance or allowing violation(s) on their property shall be liable to the County for expenses, loss or damage incurred by reason such violation.

SECTION X. APPEALS.

10.01 Any person aggrieved by any decision of the County Health Officer or Department may appeal to the Appeals Board by filing a written application with the County Health Officer within thirty (30) days after being notified of the decision which is the subject of the appeal.

10.02 The Appeals Board shall schedule a hearing on appeal, and shall give the person notice of the date of hearing at least ten (10) days prior to the hearing date and give the person reasonable opportunity to be heard.

10.03 Appeal hearings to the Appeal Board shall be conducted in accordance with the Commission's adopted rules and procedures. The Appeal Board shall consist of one County Commissioner, the Administrator, one Environmental Health Specialist, one soil scientist and one Citizen at Large. The Commissioner shall chair the board. The Administrator shall schedule the board hearings and determine the personnel makeup on the board. The decision of the Appeal Board is final unless overruled by a court of law. If the ruling of the Appeal Board is taken to court and the ruling prevails, any and all legal costs and personnel costs shall be paid by the Appellant.

SECTION XI. SEVERABILITY.

11.01 If any article, chapter, section, clause or phrase of this regulation is, for any reason, held to be invalid by any court of competent jurisdiction, such decision shall not affect the remaining portions of this regulation.

11.02 No statement contained in this article shall be construed to interfere with any additional requirements that may be imposed by the Department.