



October 16, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. Call to Order

2. Old Business

1. Approval of 9-18-23 Minutes
2. Consider and discuss - Safe Haven

3. Citizen Participation

(Each person addressing the Committee 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 Committee or Chair)

1. Consider and discuss speed bump on 16th street - Irma Herrera
2. Consider and discuss Christmas Parade - SkillsUSA, Nathan Olinger

4. New Business

1. Consider and discuss camping ordinance
2. Consider and Discuss Fire District Donation
3. Consider and discuss Res Q Jacks bid
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

September 18, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

2. Old Business

1. Approval of 8-21-23 Minutes

Councilman Snow made a motion to approve the minutes from the 8-21-23 meeting. Motion passed.

3. Citizen Participation

(Each person addressing the Committee 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 Committee or Chair)

1. Consider and discuss Safe Haven - Dina Thomas

Vickie Ziller was present to speak with the committee on Safe Haven baby boxes. She wants a baby surrender box installed at Carthage Fire Station 2. She discussed with the committee how the process of surrendering a baby and financial costs all worked. Councilman Snow made a motion to pursue more information and bring back to the committee a contract from Safe Haven to discuss and additional information on fund raising. Motion passed.

2. Discuss E.D Incentive Presentation

Jeff Meredith presented a PowerPoint to the committee on Economic Development Incentives. No motion was needed.

4. New Business

1. Consider and discuss UTV skid unit bid - Chief Huntley

Chief Huntley discussed the CFD UTV skid unit bid. The CFD received two bids on the UTV skid unit from Feld Fire and Unruh. Chief Huntley is requesting to accept the lowest bid from Unruh in the amount of \$9,036.50. Councilwomen Blankenship made a motion to accept the lowest bid from Unruh in the amount of \$9,036.50 for the CFD UTV skid unit.

2. Consider and discuss Cowder College resolution - Chief Huntley

Chief Huntley spoke briefly with the committee on the FIT program that is currently being used right now by three of the FIT firefighters. The CFD pays for these employees to go through the academy while being employed at the Fire

Department. With a signed agreement in place with the City and the FIT employee, it would hold the employee responsible for holding the firefighter position for a period of not less than twenty-four months, beginning after the completion of the Fire Academy through Crowder College (Cassville, MO site) and initial new hire training program at the Carthage Fire Department. The agreement states that if the FIT firefighter's employment should cease for any reason with the Carthage Fire Department during the initial probationary period (12 months), or any other time prior to becoming a non-probationary firefighter, they will repay 100% of the tuition expenses incurred by the City. Councilwomen Cossey made a motion to approve the FIT Incentive program. Motion passed.

3. Consider and discuss budget adjustment for SCBA - Chief Huntley
Chief Huntley discussed with the committee about needing a budget adjustment for SCBA. Chief had budgeted \$26,000 in Fire Sales Tax for three new SCBAs. The prices of these have increased since the budget was approved. He is requesting to add \$1,441.00 from Fire Sales Tax to cover the cost of the increase. Making the total \$27,441.00. Councilwomen Blankenship made a motion to approve the budget adjustment of \$1,441.00 to forward to the Budget Committee. Motion approved.
4. Consider and discuss surplus tasers - Chief Hawkins
Chief Hawkins spoke with the Committee on twelve out of date tasers that he would like to surplus. After a short discussion, Councilman Snow made a motion to approve the twelve tasers as surplus property. Motion passed.
5. Staff Reports

Fire Department

Chief Huntley updated the committee on the Fire Engine capital project.

Police Department

Chief Hawkins updated the committee on the CPD fleet

5. Adjournment

Councilwomen Blankenship made a motion to adjourn. Motion passed.

Fw: SHBB Lease and Service Agreement Carthage MO

Ryan Huntley <r.huntley@carthagemo.gov>

Fri 10/6/2023 3:09 PM

To: Morgan Housh <m.housh@carthagemo.gov>

Ryan Huntley
Fire Chief
Carthage Fire Department
401 W Chestnut, Carthage MO 64836
Phone: 417-237-7100 Fax: 417-237-7103

From: joe@safehavenbabyboxes.com <joe@safehavenbabyboxes.com>

Sent: Friday, October 6, 2023 2:53 PM

To: Ryan Huntley <r.huntley@carthagemo.gov>

Cc: monica@safehavenbabyboxes.com <monica@safehavenbabyboxes.com>

Subject: SHBB Lease and Service Agreement Carthage MO

CAUTION: This email originated from outside of the organization. Verify all requests or information before clicking any links.
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Ryan,

Thank you for your interest in Safe Haven Baby Boxes. Attached is our Lease and Service Agreement for your review. Please note that there are a few options with the program.

1. The normal program fee is \$11,000.00 however, you can add the internal Wi-Fi camera pre-installed in the box so that you can view the inside at any time from a mobile device. This operates separately from the alarm to dispatch notification that is required. If you choose the camera, the program fee is \$12,000.00. We can adjust the contract accordingly. I will include a video demonstration in a separate email.
2. The shipping charge to deliver the baby box to Carthage MO from our office in Woodburn IN is \$820.00. We use Old Dominion Freight. When the box is ready, you may pick it up at our office to save this fee.

The state of Missouri requires a registration for the location and the contractor installing the baby box. I have included these documents as well. The state also requires that the department of health does a final inspection of the baby box before it goes live.

Please let me know if you have any questions or concerns.

Joe Kelsey

Chief Operations Officer

(888) 742-2133 Ext. 701

joe@safehavenbabyboxes.com



Safe Haven Baby Boxes

Powered by  **monday** sales CRM



Missouri..._.docx



SHBB MO ... A.pdf



SHBB Exh... B.pdf



Missouri...ms.pdf

Safe Haven Baby Boxes, Inc. Communication Disclosure

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. It may also be privileged or otherwise protected by work-product immunity or other legal rules. Please notify the sender immediately by email if you have received this email by mistake and delete this email from your system.

Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of the organization.

No member of Safe Haven Baby Boxes, Inc. is authorized to conclude any binding agreement on behalf of Safe Haven Baby Boxes with another party by email without express written confirmation by the Safe Haven Baby Box Board of Directors.

If you are not the intended recipient, you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

LEASE AND SERVICE AGREEMENT

THIS LEASE AND SERVICE AGREEMENT ("Agreement") is made and entered into effect as of _____, 202_ by and between Safe Haven Baby Boxes, Inc., an Indiana nonprofit corporation, ("SHBB") and the _____ ("Provider").

RECITALS

WHEREAS, SHBB is a nonprofit educational organization that provides information and services related to child welfare, safe haven laws, initiation and implementation of newborn safety devices ("Safety Device") (as that term is defined under Indiana law), and awareness related to preventing child abandonment.

WHEREAS, Missouri Statute Mo. Rev. Stat. § 210.950, the Safe Place for Newborns Act (the "Safe Haven Laws"), provides certain protections to and requirements for personnel at local fire departments; police departments; and hospitals that install a newborn safety device (the "Safety Device");

WHEREAS, Provider desires to install a Safety Device on Provider's premises at _____ INSERT ADDRESS _____ pursuant to the Safe Haven Laws; and

WHEREAS, SHBB is agreeable to placing a Safety Device to the Provider's premises and undertaking certain services in relation thereto;

WHEREAS, Provider has consulted its legal, financial and insurance related advisors and has confirmed that its location and operation is acceptable under the laws and regulations of its jurisdiction for the placement of a Safety Device.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated by reference and made a part of this Agreement as if fully set forth herein, for other good and valuable consideration, the receipt of which are acknowledged by the Parties, and intending to be legally bound to the terms, conditions and promises contained herein, the Parties hereby agree to the following terms and conditions

Section 1. Installation. SHBB shall provide to Provider one (1) Safety Device for installation by Provider on the premises of Provider. Delivery of the Safety Device shall be the expense of the Provider. SHBB has the option at any time to oversee the installation of the Safety Device and advise as to installation on the appropriate placement to maximize awareness and implementation of its educational objectives as set forth in this Agreement. SHBB and Provider agree to cooperate with respect to the appropriate third-party contractors for the placement of the Safety Device and to ensure that such third-party has the appropriate skill and knowledge for constructing improvements to Provider's facility. Provider is to pay for all installation costs and expenses for labor and/or materials. Provider is responsible for compliance with all applicable federal, state, and municipal or local laws, rules, and regulations and all laws, rules, and regulations pertaining to permitting requirements for the

installation of the Safety Device. Provider agrees to abide by the policies and procedures for installation as outlined in Exhibit "A" (the "Policies and Procedures") of this Agreement, which is hereby made a substantive part of this Agreement by reference.

Section 2. Services by SHBB. SHBB shall provide annual services related to the performance of this Agreement. Such services shall include: (1) providing educational materials to Provider and policies and procedures relating to the maintenance of the Safety Device to Provider; (2) operating a toll-free phone number for the general public to utilize in emergency situations involving abandoned children or issues related thereto; (3) educating emergency services personnel related to the use of the Safety Device; (4) providing educational information to the general public regarding the location and awareness of the Safety Device at the Provider's facility as well as other educational resources related to child welfare advocacy and safe haven law awareness; (5) provide at minimum annual inspection and maintenance on the Safety Device; and (6) Will exclusively repair or replace parts if/when the Safety Device is malfunctioning at expense of Provider as set forth under Section 4 of this Agreement and as otherwise provided in this Agreement (collectively the "Services").

Section 3. Lease and Service Term. The term of this Agreement shall be for five (5) years ("Term") and shall renew for successive five (5) year terms upon the mutual agreement of terms, fees, and conditions or unless terminated in accordance with Section 9, below or as otherwise agreed to by the parties

Section 4. Consideration. In consideration for leasing the Safety Device and providing the Services described under Sections 1 and 2 above, Provider agrees to pay SHBB an initial fee of Eleven Thousand and 00/100 Dollars (\$11,000.00), unless otherwise agreed to by the Parties under Section 3 of this Agreement. Provider shall pay a renewal fee of Five Hundred and 00/100 Dollars (\$500.00) for each successive Term under this agreement, due within thirty (30) days of the start of each successive Term. Additionally, Provider shall pay an annual fee of Three Hundred and 00/100 Dollars (\$300.00) and other associated expenses as determined from time to time by SHBB on January 1 of every year that this Agreement is in force. The foregoing fees and expenses include but are not limited to the services and expenses listed in the Services, Fees, and Expenses Schedule attached hereto as Exhibit "B".

Section 5. Obligations of Provider. In addition to any and all other obligations of the Provider set forth herein, Provider agrees to follow all policies and procedures provided by SHBB which may change from time to time. SHBB shall provide thirty (30) days' prior Notice to Provider. Such policies and procedures are included as Exhibit A to this Agreement and, by way of Provider's signature hereto, shall evidence Provider's acknowledgement and receipt of the Policies and Procedures. Provider agrees to maintain the Safety Device in good working order, the costs of which are to be borne by Provider. Provider agrees to not change, add to, subtract from, alter,

rebrand, or otherwise modify the Safety Device and accompanying signage as set forth in Exhibit A in any manner whatsoever without the prior written approval of SHBB. Provider agrees to use best efforts to prevent any third parties from adding to, subtracting from, altering, rebranding, or otherwise modifying the Safety Device and accompanying materials/signage as set forth in Exhibit A in any manner whatsoever without prior written approval by SHBB. Provider agrees to immediately notify SHBB of any modification to the Safety Device. Provider agrees to accept complete liability for any and all unapproved modifications to the Safety Device and any and all unapproved modifications to accompanying parts of the Safety Device, including required signage/materials. Provider agrees to accept complete liability for modifications to the Safety Device which are the result of: its own actions, omissions, and/or failure to use best efforts to maintain the Safety Device in good working order or best efforts to prevent any modifications to the Safety Device by a third party. Provider shall refer to the Safety Device as a "Safe Haven Baby Box". Further, Provider shall procure and maintain a twenty-four (24) hour alarm monitoring of the Safety Device at all times and shall confirm with SHBB that such service is acceptable. Should alarm monitoring service be disconnected for any reason, Provider shall immediately notify SHBB and shall secure the Safety Device by locking its exterior door and removing all signage and materials related to its use and functionality. SHBB may, but is not required to, inspect the Safety Device at any time, including, but not limited to: to ensure that it is in good working order, to ensure proper branding and signage is being displayed, and to conduct tests related to its functionality and monitoring and alarm systems.

IT IS IMPERATIVE THAT ANY MALFUNCTION IDENTIFIED WITH RESPECT TO THE SAFETY DEVICE OR ANY DISCONNECTION IN THE SAFETY DEVICE MONITORING SYSTEM RESULT IN THE IMMEDIATE SECURING AND LOCKING OF THE SAFETY DEVICE SO THAT IT MAY NOT BE USED BY THE PUBLIC DURING THIS TIME PERIOD. FAILURE TO DO SO MAY RESULT IN A THREAT OF BODILY HARM OR DEATH TO AN INFANT PLACED IN THE SAFETY DEVICE DURING ANY PERIOD OF TIME IN WHICH THE SAFETY DEVICE IS MALFUNCTIONING OR NOT.

*****IF PROPOSED RULE. IS ADOPTED*****

- A. Requirements of Safety Device.** Pursuant to Proposed Rule 19 CSR 30-100.010, the Safety Device's access portal door shall be installed on the exterior wall of the building that ensures anonymity and an access area within the interior of the building. Access to the portal door within the premises shall be unencumbered so that a trained individual can respond to an alarm notification that a child has been surrendered into the Safety Device. The access door shall lock automatically upon closure by the relinquishing parent.

- B. Monitoring and Alarm Requirements.** Provider agrees to install and maintain a series of alarms which shall include (1) an audible alarm triggered to a central location within the facility within sixty (60) seconds of opening the portal door and (2) an automatic call to 911 if the initial alarm is not turned off from within the facility within sixty (60) seconds after the commencement of the initial alarm.

The access door alarm shall be wired into the existing building's electronic or telecommunications system and conform to the compliance and installation requirements set forth in 19 CSR 30-100.010(3)(C).

- C. Access Panel Door Installation Requirements.** Provider agrees to have the access portal door installed by a general contractor who shall complete the "General Contractor Attestation" form required by Missouri law.

- D. Requirements for Interior of Building.** Provider agrees to maintain the interior of the building in accordance with the following: (1) the interior shall have a monitored climate controlled environment; (2) the interior shall provide air circulation that is free from pollutants or other noxious gases; (3) the interior shall have an Automated External Defibrillator (AED) within close vicinity to the incubator; and (4) the interior shall have appropriate lighting to clearly view the newborn safety incubator and signage. The lighting referenced in subsection (4) shall have battery backup.

- E. Signage Requirements.** Provider agrees to post signage clearly identifying the newborn safety incubator access portal door and both written and pictorial instructions to the relinquishing parents, both in English and Spanish, in accordance with 19 CSR 30-100.010(3)(D). The signage shall also include contact information for the Children's Division at the Missouri Department of Social Services.

- F. Maintenance/Staff Requirements.** Provider acknowledges and agrees that it shall be fully responsible for the maintenance/staff requirements of 19 CSR 30-100.010(4) and that all monitoring and document production obligations shall be the sole responsibility of Provider.

Section 6. Representations and Warranties.

- A. Representations & Warranties of Provider.** Provider represents and warrants that the undersigned is a duly acting and authorized agent

of Provider who is empowered to execute this Agreement with full authority of Provider. Further, Provider has undertaken a reasonable investigation into the laws and regulations governing the jurisdiction with which it intends to place the Safety Device and has confirmed that such placement and administration of the Safety Device does not violate any provision of any law, ordinance, governmental regulation, court order or other similar governmental controls. Moreover, Provider has completed all the registration requirements set forth in 19 CSR 30-100.010(5).

Provider further represents and agrees to act in accordance with. Rev. Stat. § 210.950(5) regarding taking physical custody of the child and arranging for the immediate transportation of the child to the nearest licensed hospital.

- B. Representations & Warranties of SHBB. SHBB represents and warrants that the undersigned is a duly acting and authorized agent of SHBB who is empowered to execute this Agreement with full authority of SHBB. Further, SHBB has full ownership of the Safety Device.

SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT A MEDICAL DEVICE AND HAS CONFIRMED SUCH WITH THE FOOD AND DRUG ADMINISTRATION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT INTENDED AS A CONSUMER PRODUCT AND THUS IS NOT REGISTERED WITH THE CONSUMER PRODUCT SAFETY COMMISSION. SHBB FURTHER REPRESENTS THAT THE SAFETY DEVICE IS NOT REGISTERED WITH THE FEDERAL TRADE COMMISSION AND/OR THE FEDERAL COMMUNICATIONS COMMISSION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT TESTED BY NATIONALLY RECOGNIZED TESTING LABORATORIES PROGRAM.

Section 7. Insurance. Provider agrees to procure and maintain in full force and effect at all times during the Term of this Agreement and any renewals thereof, at its own cost and expense, a policy or policies of comprehensive commercial general liability insurance on an occurrence basis, in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate and a \$2,000,000 limit umbrella coverage related to the Safety Device's placement and operation in or about Provider's facility against all loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in upon or about the Safety Device during the Term of this Agreement and all extensions thereof. This insurance policy shall not be a separate policy solely because of this Agreement but, rather, will be part of the **Provider's**

master general liability and umbrella policies. SHBB's liability as to the Safety Device in relation to the Provider under this Agreement is covered under **Provider's master** general liability and umbrella policies.

Section 8. Indemnification. Each party agrees to defend and indemnify, protect and hold harmless the other party, its officers, directors, employees, volunteers, independent contractors, agents and all other persons and related entities thereof against any loss, claim at law or equity, cause of action, expenses, damages or any other liability (collectively, "Claim") arising in relation to and to the extent of the indemnifying party's gross negligence or willful or wanton misconduct, whether acts or omissions, in the installment, placement, removal, use, and maintenance of the Safety Device in, on, or about Provider's facility or premises, or any failure by Provider to fulfill its duties under Mo. Rev. Stat. § 210.950 in relation to taking physical custody of the child from the Safety Device and planning for said child to be transported to the nearest licensed hospital.

Section 9. Termination. Provider may terminate this Agreement upon sixty (60) days prior written notice from Provider to SHBB. SHBB may terminate this Agreement for any reason specified under Section 10, below. At the point of termination of this Agreement, Provider shall secure and lock the Safety Device and remove all signage provided by SHBB. Provider shall place new visible signage denoting that the Safety Device is not functional and that any person desiring to utilize the Safety Device should instead contact emergency services. If Provider removes the Safety Device, then it shall make arrangements with SHBB for its conveyance or retrieval to SHBB. SHBB shall not be obligated to remove the Safety Device; however, at any time after this Agreement has terminated, SHBB may, at its sole discretion, notify Provider that it intends to remove and recover the Safety Device. Under such circumstances, Provider agrees to cooperate with SHBB in the retrieval of the Safety Device, the expenses of which shall be borne by SHBB, so long as expenses do not exceed \$500 and unless the termination of this Agreement was under Section 10, below, in which case the costs hereunder shall be borne by Provider.

Section 10. Remedies.

A. Option to Cure. Any uncured breach of this Agreement by Provider shall give SHBB the option of immediately terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense. If Provider is notified by SHBB that the Safety Device is not properly functional or lacks monitoring required by this Agreement, then SHBB may order the Safety Device secured and locked until further inspection. Provider shall have thirty (30) days to cure any lack of monitoring or improper functioning of the Safety Device, such time may be extended by any delay attributable to SHBB. If Provider does not cure any lack of monitoring or improper functioning of the Safety Device within the

initial thirty (30) day period upon SHBB's review and report, Provider may have an additional thirty (30) days to cure any breach. If Provider fails to cure any breach of this Agreement after two attempts to cure as set forth above, SHBB may terminate this Agreement if it concludes in its sole discretion that Provider has not upheld its obligations under this Agreement. Any breach of this Agreement by Provider which has not been cured by Provider within thirty (30) days after notice received from SHBB shall give SHBB the option of terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense.

B. Attorneys' fees. Attorneys' fees, costs and expenses, shall be awarded to the prevailing party for any dispute relating to or arising from this Agreement.

Section 11. Ownership of Safety Device. Provider agrees and acknowledges that ownership of the Safety Device remains with SHBB and this Agreement is merely a services and lease agreement. Provider shall not sell or otherwise transfer the Safety Device during or after the term of this Agreement without the specific written consent of SHBB.

Section 12. Disclaimer and Limitation of Warranties.

SHBB neither assumes nor authorizes any other person associated or related by legal right, corporate entity, governmental entity, or any other entity associated or related by legal right to assume for it, or any other liability in connection with the lease of the Safety Device. There are no warranties which extend beyond the terms of this Agreement, unless otherwise stated or provided for herein or by law via preemption. These warranties shall not apply to the Safety Device or improvements, restoration, repair, remodel, modifications, and/or any other construction work on the Safety Device, related to the Safety Device, or any other part thereof which has been subject to accident, negligence, alteration, abuse or misuse. SHBB makes no warranty whatsoever with respect to accessories or parts not supplied by it.

Section 13. Miscellaneous.

A. Notice. Notice is effective when made in writing and sent to the parties' addresses or by email. Notice will be considered given as of the date of mailing.

SHBB Notice shall be given to:

Safe Haven Baby Boxes
Attn: Monica Kelsey
P.O. Box 185
Woodburn, IN 46797

Provider Notice shall be given to:

B. Assignability. This Agreement is binding and benefits the successors and assignees of the Provider, which includes any entity with which the Provider may merge or consolidate, or to which it may transfer substantially all of its assets or equity interests. Provider shall not transfer or assign this Agreement, however, without the specific written consent of SHBB, which consent shall not be unreasonably withheld.

A. Governing Law/Jurisdiction. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of Indiana and Indiana courts. Each Party waives, to the fullest extent it may legally and effectively do so, any objection which it may now or subsequently have to the laying of venue of any claim or dispute at law or equity arising out of or relating to this Agreement or the transactions contemplated by it in any Indiana court in Allen County, State of Indiana, United States of America. Parties agree that any and all claims of any kind arising out of and relating to this Agreement if brought in a Court shall be brought in a court in Allen County, State of Indiana, United States of America. Each party waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each party agrees and acknowledges that any term not defined herein shall be construed to have its every-day, contextual meaning as defined in the latest editions of the Merriam Webster Dictionary, and if a legal term, Black's Law Dictionary; and should any term, condition, or provision of this Agreement be deemed vague, ambiguous, or confusing, it shall not be construed in favor of either party.

C.

D. Integration. This Agreement along with the attached exhibits is the final written expression of the parties' agreement with respect to such terms included and may not be contradicted by evidence of any prior agreement.

E. No Oral Modification. No change, modification, extension, termination, or waiver of this Agreement, or any of the provisions contained, will be valid unless made in writing and signed by duly authorized representatives of the parties.

F. Waivers. No waiver of any of the provisions of this Agreement shall be valid and enforceable unless such waiver is in writing and signed by the Parties to be charged, and, unless otherwise stated, no such

waiver shall constitute a waiver of any other provision or a continuing waiver.

G. Severability. In the event that one or more of the provisions of this Agreement shall become invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained shall not be affected as a whole.

H. Time of the Essence. The Parties expressly recognize that in the performance of their respective obligations under this Agreement and that each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and be effective on the date first above written.

“SHBB”

By: _____
Monica Kelsey, Founder / CEO
Safe Haven Baby Boxes, Inc.

“PROVIDER”

By: _____

Its: _____

EXHIBIT A

SAFE HAVEN BABY BOXES, INC. **POLICIES AND PROCEDURES**

I. Purpose:

- A. Safe Haven Baby Boxes, Inc.'s product is the Baby Box. A Baby Box is a safety device provided for under Missouri Safe Place for Newborns Act and legally permits a parent in crisis to safely, securely, and anonymously surrender his or her newborn. A Baby Box is installed in an exterior/structural wall of a designated fire station or hospital. It has an exterior door that automatically locks upon placement of a newborn inside the Baby Box and an interior door which allows a medical staff member to secure the surrendered newborn from inside the designated building.

II. Policies:

- A. A Provider is a hospital or site, such as a fire department, staffed by an emergency services provider on a twenty-four (24) hour, seven (7) day a week basis and provides a legal location and maintenance for a Safe Haven Baby Box where a newborn may be dropped off by a person who wishes to relinquish custody under the Safe Haven Law of the applicable jurisdiction.
- B. The Baby Box is designed with three independent alarms and is activated:
 - 1. When the door is accessed from the outside.
 - 2. When the newborn is placed in the box and activates the motion sensor.
 - 3. When electrical failure occurs to the Baby Box.

III. Generic procedures when the Baby Box is Activated:

- A. Emergency Personnel, including, Firefighters, Police Officers, EMT's, or Paramedics must perform the act of retrieving a newborn and taking said newborn into custody when he or she is voluntarily placed in a Box and the parent does not express an intent to return for the newborn.
- B. Emergency Personnel who take custody of a newborn shall perform any act necessary to protect the child's health and safety.
- C. Emergency Personnel must respond every time an alarm is activated at the Baby Box to verify whether a newborn has been dropped off.
- D. Emergency personnel may access the Baby Box on the inside of the Provider's building. An alarm is activated to signal 911 when the door is opened and the newborn may be inside the door area on the prepared bed area.
- E. Newborns will be evaluated by medical personnel at the location and immediately transported to the closest hospital for further evaluation. The

evaluation at the hospital will include screenings and examinations by physicians as necessary.

- F. EMS transporting newborn to hospital will notify the hospital personnel that this was a Safe Haven Baby Box newborn surrendered under the current Safe Haven Law.
- G. The hospital supervisor will notify the appropriate state agency and have a social services consult order placed.

IV. Additional Procedures for designated Providers:

- A. All Baby Boxes must be leased from Safe Haven Baby Box, Inc. and may not be re-sold. All Baby Boxes shall remain the property of Safe Haven Baby Box, Inc. throughout each and every Term of any Agreement between Provider and Safe Haven Baby Box, Inc.
- B. To support the education of, and to avoid confusion in the market, the Baby Box may not be rebranded or called anything but a "Safe Haven Baby Box", a "Baby Box", or referred to as a "Box".
- C. Each Provider will maintain uniform signage purchased from Safe Haven Baby Boxes, Inc. at its own expense. Any additional signage must have prior approval from Safe Haven Baby Boxes, Inc.
- D. The Baby Box will be delivered in accordance the following:
 - i Initial fee has been paid to Safe Haven Baby Boxes.
 - ii The Provider location is able to agree to install, test, train personnel, and schedule the unveiling / blessing within sixty (60) days of receipt of the Baby Box.
 - iii Provider understands delivery of the Baby Box will be scheduled 8 weeks after payment is received and with mutual agreement of the installation and unveiling / blessing dates.
 - iv Provider agrees to arrange for and begin the installation of the baby box within Two (2) weeks after delivery.
- E. The Baby Box will not be announced to the public or otherwise discussed with third parties or go "live" prior to the official unveiling/blessing of the Baby Box, which will be agreed upon prior to "going live".
- F. The "Go-Live" date will be determined after the following:
 - i Installation is completed and the alarm system is ready for testing.
 - ii Seven consecutive days of successful alarm testing is completed.
 - iii Training of staff is completed.
 - iv Final Inspection is completed.
- G. Each Provider must maintain security monitoring at its own expense and may not turn off security monitoring without giving Safe Haven Baby Boxes, Inc. sixty (60) days' notice.
 - i If a Provider has the service discontinued without Safe Haven Baby Boxes, Inc.'s knowledge, the location is subject to liability.

- ii Pending notice or drop of security monitoring, Safe Haven Baby Box, Inc. will de-activate the non-conforming location.
- H. Each Provider will provide medical information and a copy of parents' rights located in a bag inside the Baby Box. The bag is to be placed on the medical bassinet and leaning against the outside door.
- I. Each Provider must test the security/alarm system on the Baby Box at least once a week. Provider must keep a log or record of tests and submit the log or record to Safe Haven Baby Boxes, Inc. quarterly and upon the demand of Safe Haven Baby Box, Inc. The log or record shall list at least the name of the persons testing the Baby Box, the date tested, and the result of the test.
- J. Provider will ensure that no video monitoring will occur around the part of the building containing or facing the Baby Box.
- K. Provider must perform daily checks of the Baby Box to ensure the presence of a clean fitted bassinet sheet and a blanket.
- L. Provider must ensure a climate-controlled environment inside the Baby Box maintains a reasonable temperature for a newborn.
- M. Each Provider is responsible for training personnel on the use, features, and procedures of the Baby Box. Provider can contact Safe Haven Baby Box, Inc. for group training services.
- N. After retrieving a newborn from the Baby Box, the Provider must verify that the door to the Baby Box is secured and closed.
- O. After retrieving a newborn from the Baby Box, the Provider must reset the alarm system after deactivation.
- P. All safe surrenders are required to be reported to Safe Haven Baby Boxes, Inc. by phone at 260-750-3668 and to the MO Department of Child Services (DCS) at 1-800-392-2738 within two (2) hours of the surrender.
- Q. In the event that the Agreement with Safe Haven Baby Boxes, Inc. is terminated for whatever reason, Provider is responsible for all costs and expenses of removing respective Baby Boxes at Provider location(s).
- R. Provider is to use best efforts to secure the integrity and good working function of the Baby Box at all times, including upon removal of any Baby Box, if necessary. Damage to Provider's leased Baby Box(es) is compensable to Safe Haven Baby Boxes, Inc. by Provider. Provider is to reimburse Safe Haven Baby Boxes, Inc. for any and all damage to the Baby Box during the pendency of the Agreement and any termination or expiration of it. Any such reimbursements are to be sent within thirty (30) days to the name and address listed in the Notice provision of the Agreement.

V. Documentation (Documents & Forms):

- A. Documents
 - 1. Weekly Safe Haven Baby Box alarm system checks
 - 2. All Safe Surrenders by date and time

EXHIBIT B
SAFE HAVEN BABY BOXES, INC.
SERVICES, FEES, AND EXPENSES SCHEDULE

Initial Fee: \$11,000 (\$12,000 with pre-installed camera).

1. Baby Box including signage and provider kit.
2. "Pre-installation" Services:
 - a. Examination of location
 - b. Administrative/Legal resources
 - c. Consultation on programs
 - d. Assistance with raising funds to support the cost of the box (optional)
3. Installation Services:
 - a. Inspection of installation
 - b. Training to all emergency personnel
4. Post Installation Services:
 - a. Marketing of the box
 - b. 24/7 hotline available to the community
 - c. Advertising of the box
 - d. Efforts to support raising awareness on a local, state, and national level supporting the box in each community.

Annual Fee: \$300

1. Annual Fee Services
 - a. Recertification of the box by SHBB authorized personnel
 - b. Maintenance of box from expected use
 - c. Unlimited repairs and parts replacement as a result of a malfunction and not as a result of negligence or vandalism.

Term Renewal (every 5 years): \$500

1. Beginning five (5) years after the date of the original signed contract and every five (5) years thereafter.

OTHER FEES NOT INCLUDED IN INITIAL FEE: (Estimated at \$5,000-\$7,500)

**Fees vary based on location and/or services donated by local community members. The below items are estimates and not a guarantee of cost.*

1. Delivery: Minimum \$500.00. Cost based on location and transportation from Indiana. You can pick it up at our Woodburn IN manufacturing facility to waive the delivery charge. (Must be pre-scheduled)
2. Installation: Labor and materials~\$2,000-\$3,500 (Location may be able to get this donated)
3. Electrical and Alarm: hook up to internal alarm system (Internal alarm must go to 911 dispatch for use with the baby box) ~\$1,200.
4. Annual Alarm Service: Annual fee for monitoring~\$300 annually paid by location to Alarm Company
5. Permits or other requirements prior to construction. (varies)
6. Box comes pre-installed with the Amazon Blink™ camera and requires a third-party membership to activate. Location must have a Wi-Fi connection. **Alternatives may apply. Please contact SHBB for more information*



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
DIVISION OF REGULATION AND LICENSURE
**NEWBORN SAFETY INCUBATOR- LOCATION, CONTACT INFORMATION AND
ATTESTATION OF COMPLIANCE**

REGISTRATION OF NEWBORN SAFETY INCUBATORS

There is/are _____ (number) newborn safety incubator/s located at the following location in Missouri:

Name of Facility

Street Address of Facility

City and Zip Code

Please also list the mailing address if it is different from the address above, which may include PO Boxes

Name of Facility

Address of Facility, which may include PO Boxes

City, State, and Zip Code

Please also provide additional contact information:

Name of CEO/COO/Administrator

Email address of CEO/COO/Administrator

Fax number (if applicable)

Phone number of CEO/COO/Administrator

Phone number of facility which can be reached 24 hours a day

ATTESTATION OF COMPLIANCE

I have read and reviewed 19 CSR 30-100.010 and 210.950, RSMo, and agree to ensure compliance with 19 CSR 30-100.010 and 210.950, RSMo. I will make the Department aware of any change(s) in the contact or contact's information listed on this form within ten (10) days of the change(s) occurring. If I change the location of the newborn safety incubator, then I agree to immediately contact the Department within twenty-four (24) hours and to not use the newborn safety incubator until the Department has inspected and approved the new location. I agree to annually complete this form and send it to the Department within thirty (30) days of the anniversary of the initial or previous renewal registration date. In the event that I decide to voluntarily terminate my registration of a newborn safety incubator and stop using the newborn safety incubator, I agree to remove the newborn safety incubator from use by locking the access portal door and removing all signage for the newborn safety incubator. I will also notify the department within seven (7) days of removing the newborn safety incubator from use so the Department can close out the registration and remove the facility's name and location from its website.

SIGNATURE OF COO/CEO/ADMINISTRATOR

DATE

Please return this form to the following email or mailing address:

Missouri Department of Health and Senior Services
Bureau of Emergency Medical Services
P.O. Box 570
920 Wildwood Drive
Jefferson City, MO 65102-0570
emslicensing@health.mo.gov



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
DIVISION OF REGULATION AND LICENSURE
**LICENSED ELECTRICAL CONTRACTOR/ELECTRICIAN OR TELECOMMUNICATIONS
INSTALLATION PROFESSIONAL ATTESTATION**

ATTESTATION

This form shall be completed and signed by the licensed electrical contractor/electrician or telecommunications installation professional who completed the installation of the alarm system.

The installation of the alarm system was completed on _____
DATE

I affirm that the alarm system complies with the following requirements in 19 CSR 30-100.010(3)(A)2 and (3)(C):

1. The alarm system installed in relation to the access portal door and the location where the newborn safety incubator is located will alert a facility trained individual overseeing the newborn safety incubator that the access portal door has been opened.
2. The access portal door alarm is only capable of being turned off from within the facility once a response is made to the newborn safety incubator.
3. The access portal door alarm is wired into the existing structure's: (please check one)
 - ☐ electrical
 - ☐ telecommunications system

If wired into the structure's existing electrical system, then I attest that a licensed electrical contractor installed this wiring and the wiring is in compliance with the NFPA 70, National Electrical Code and NFPA 1, Fire Code (if applicable).
4. The facility (please check one)
 - ☐ does have a secondary power supply
 - ☐ does have a back-up power supply
 - ☐ does not have a secondary or back-up power supply

If the facility has a secondary or back-up power supply, the alarm system was wired into the secondary or back-up power supply by a licensed electrical contractor/electrician to ensure continued operation of the alarm system during outages of the structure's primary power supply.
5. A series of alarms trigger within one (1) minute after opening the access portal door (both an audible alarm triggered to a central location within the facility and an automatic call to 911 triggered from the alarm system if the alarm is not turned off from within the facility within one (1) minute of the commencement of the initial alarm).
6. The audible alarm, automatic call to 911 and the disarming component for the alarm system have been tested and are working appropriately.

By signing this form, I attest that the installation of the access portal door complies with the requirements set forth in 19 CSR 30-100.010(3)(A)2 & (3)(C).

SIGNATURE OF ELECTRICAL CONTRACTOR/ELECTRICIAN OR TELECOMMUNICATIONS INSTALLATION PROFESSIONAL
WHO COMPLETED THE INSTALLATION OF THE ACCESS PORTAL DOOR

DATE

BUSINESS NAME (IF APPLICABLE)

STREET ADDRESS

CITY, STATE AND ZIP CODE

LICENSE NUMBER/JURISDICTION FOR THIS PROJECT (IF APPLICABLE)

PHONE NUMBER AND EMAIL ADDRESS (IF APPLICABLE)

Please return this form to the following email or mailing address:

Missouri Department of Health and Senior Services
Bureau of Emergency Medical Services
P.O. Box 570
920 Wildwood Drive
Jefferson City, MO 65102-0570
emslicensing@health.mo.gov



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
DIVISION OF REGULATION AND LICENSURE
GENERAL CONTRACTOR ATTESTATION

This form shall be filled out and signed by the general contractor who completed the installation of the access portal door.

The installation of the access portal door was completed on _____
DATE

I affirm that the access portal door complies with the following requirements in 19 CSR 30-100.010(3)(A) & (B):

1. The newborn safety incubator has an access portal door.
2. The access portal door was installed on an exterior wall and provides access to an area within the interior of the building.
3. There is unencumbered access from the exterior of the building through the access portal door.
4. The access portal door has a lock that can be engaged by the relinquishing parent after the newborn has been placed in the newborn safety incubator. The access portal door locks automatically upon closure. This lock may only be unlocked from the interior of the building.
5. A series of alarms trigger within one (1) minute after opening the access portal door (both an audible alarm triggered to a central location within the facility and an automatic call to 911 triggered from the alarm system if the alarm is not turned off from within the facility within one (1) minute of the commencement of the initial alarm).

By signing this form, I attest that the installation of the access portal door complies with the requirements set forth in 19 CSR 30-100.010(3)(A) & (B).

GENERAL CONTRACTOR'S SIGNATURE

DATE

GENERAL CONTRACTOR'S BUSINESS (IF APPLICABLE)

GENERAL CONTRACTOR'S STREET ADDRESS

GENERAL CONTRACTOR'S CITY, STATE AND ZIP CODE

GENERAL CONTRACTOR'S LICENSE NUMBER/JURISDICTION FOR THIS PROJECT (IF APPLICABLE)

GENERAL CONTRACTOR'S PHONE NUMBER AND EMAIL ADDRESS (IF APPLICABLE)

Please return this form to the following email or mailing address:

Missouri Department of Health and Senior Services
Bureau of Emergency Medical Services
P.O. Box 570
920 Wildwood Drive
Jefferson City, MO 65102-0570
emslicensing@health.mo.gov

October 23, 2023

Merry Christmas,

It is time once again to make plans for the Carthage Christmas Parade. Carthage SkillsUSA and the Carthage Chamber of Commerce would like to invite you to join them for the 50th annual Carthage Christmas Parade. The parade will take place on, Monday, December 4, 2023, at 7:00 p.m. The theme this year is "Candyland Christmas." Carthage SkillsUSA is looking forward to "gifting" this annual event to our community.

SkillsUSA is a youth organization, made up of high school students who are enrolled in classes at the Carthage Technical Center. These classes cover a wide range of interests such as Health Sciences, Computer Maintenance, Carpentry, Drafting, Public Safety, Precision Machining, and Robotics. Our students and advisors know the importance of giving back to the community. With that thought in mind, together with the Chamber we are proud to sponsor this year's parade. The Christmas parade has been a long-standing tradition in Carthage and the Carthage SkillsUSA Chapter is proud to have been part of this tradition.

The parade will follow the same route as in years past. The route will originate at the corner of Chestnut and Main (in front of the First Christian Church). Proceed north on Main, circle the beautiful Carthage Square, then head back south on Grant street and end at Chestnut and Grant (tennis courts behind the 6th Grade Center). The route encompasses a distance of approximately one mile.

Trophies will be awarded to first place winners in each category IMMEDIATELY following the parade on the steps of the First Christian Church (parade starting point). As we have done in the past, we will also present trophies for Mayor's Choice, Director's Choice, and Best Use of Lights.

Reminders;

- ❖ **Your entry must be decorated for the season.**
- ❖ Judging WILL TAKE PLACE during the parade somewhere around the Carthage square.
- ❖ **Entry fee, \$30.00, ONLY for businesses and/or commercial entries**
Thank you for your support.

- ❖ As a safety precaution, the Carthage Police Department has ruled that "treat" items **MAY NOT** be tossed from moving units to spectators along the parade route. Additional participants walking beside your unit may **HAND OUT** candy or gifts. **PLEASE** observe this safety measure and help prevent children from darting into the path of moving parade units. By not following this instruction, we may be forced to ban the distribution of candy at future parades.
- ❖ The Carthage Fire Department and SkillsUSA will provide us with a "real" Santa as the parade finale. We ask that you portray Mrs. Santa, the elves, Frosty, Wise Men, Shepherds, etc. instead. Please allow us only one Santa.

We are excited about the 2023 Carthage Christmas Parade ~~ "Candyland Christmas" ~~ and ask you to complete the enclosed entry form and return as soon as possible. Entry Deadline is Friday, November 17, 2023. If you would like to enter electronically please email me at the address below and I will send you and entry form via email.

If you have questions, please use the contact information listed below. You will receive a confirmation letter the week before the parade indicating your place in the line-up along with any additional information. In addition, if Carthage R-9 Schools are closed due to inclement weather on the day of the parade, the parade MAY be postponed one week.

Sincerely,

Mark Sponaugle

SkillsUSA Advisor

Carthage Technical Center

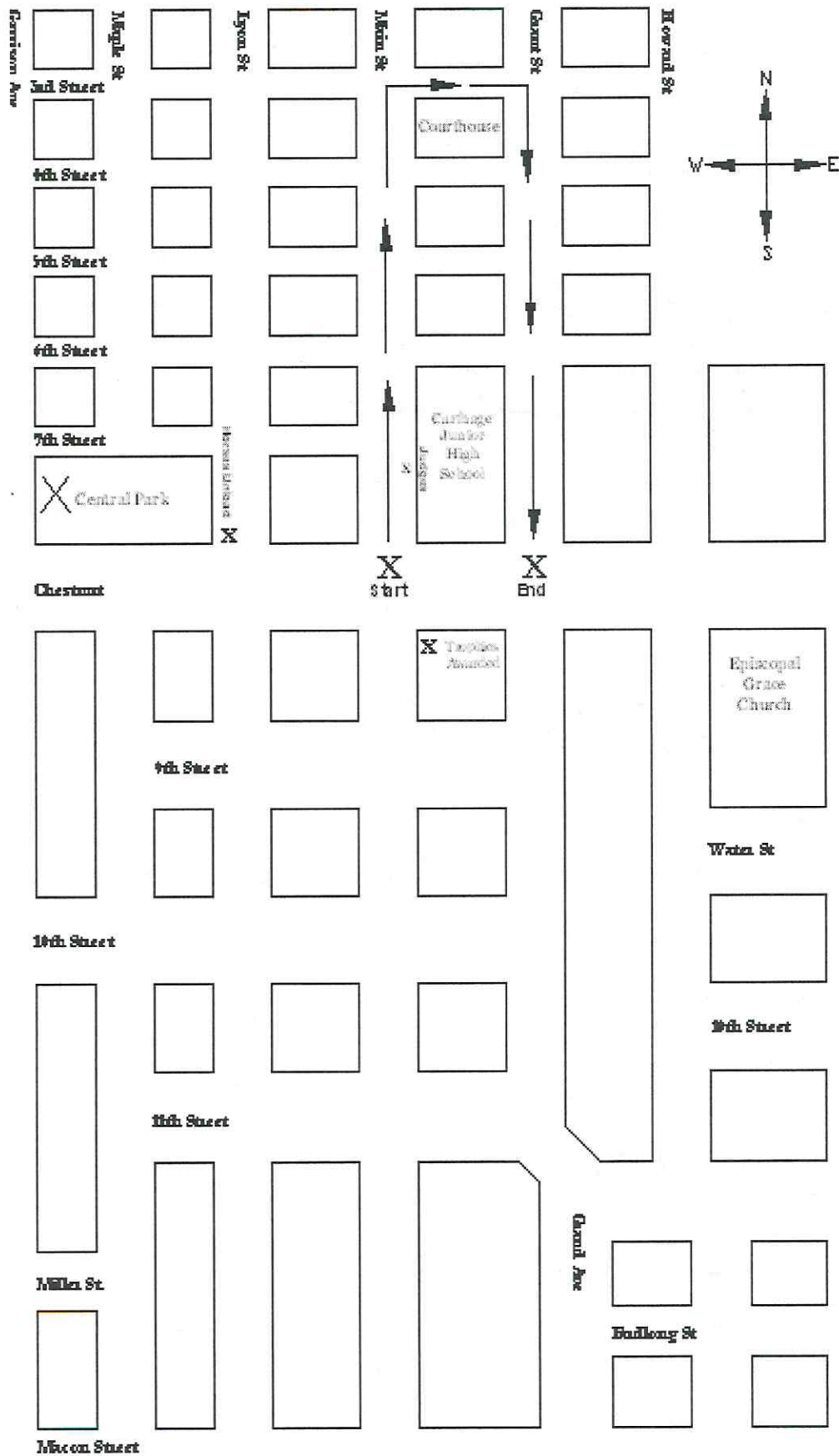
Email: sponauglem@carthagetigers.org

1100 East Airport Drive

Carthage, MO 64836

Phone: 417-793-4149 (Cell)

Fax: 417-359-7098



“Candyland Christmas”
ENTRY FORM
CARTHAGE CHRISTMAS PARADE
Sponsored by
Carthage SkillsUSA & Carthage Chamber of Commerce
Monday, December 4, 2023, 7:00 p.m.

Organization Name: _____

Contact Person Name: _____

Mailing Address: _____

City/State/Zip: _____

Email Address: _____

Cell Phone: _____ Fax: _____

CATEGORY (Check One):

- | | |
|---|---|
| ☐ SENIOR HIGH SCHOOL BAND | ☐ TWIRLIERS/DANCE GROUP |
| ☐ JUNIOR HIGH BAND | ☐ AUTOMOTIVE |
| ☐ CHURCH DIVISION | ☐ YOUTH DIVISION |
| ☐ HORSE ~ RIDER &/or WAGON | ☐ ADULT DIVISION |
| ☐ SPECIALTY/MISCELLANEOUS | ☐ BUSINESS/COMMERCIAL~ (\$30 ENTRY FEE) |

Estimated number of participants in entry _____ Is this a float? ☐ YES ☐ NO

Brief description: _____

DECORATE YOUR ENTRY! DECORATE YOUR ENTRY! DECORATE YOUR ENTRY!

Parade Entry **Deadline: Friday, November 17, 2023**

RETURN TO:

- Mail – Mark Sponaugle, Carthage Technical Center, 1100 East Airport Drive, Carthage, MO 64836
- FAX TO: 417-359-7098, Attn.: Mark Sponaugle
- Email: sponauglem@carthagetigers.org

Please call if you have any questions 417-793-4149 (Sponaugle's Cell Phone)

ENTRY FEE -- \$30 for Business / Commercial (Only)

(If Carthage Schools are closed due to inclement weather the parade may or may not be postponed one week.)

COUNCIL BILL NO. _____

ORDINANCE NO. _____

An Ordinance to amend sections of Chapter 13 of the Carthage Code by adding a section for Loitering in the City of Carthage, Missouri.

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

SECTION I: Chapter 13 of the Carthage Code is hereby amended by adding subsection 13-136 to read as follows:

Sec. 13-136. Loitering and Camping.

(a) Unlawful Loitering:

- 1) No person shall loiter on the streets or at the corners thereof or in the vicinity of any place of amusement, hotel, motel, restaurant, office building, shop, store, public school or any other place of business or obstruct corridors, aisles, stairways or doorways so as to prevent free access, passage or movement by members of the public, officers, students, or employees
- 2) Loitering for this section shall mean: remaining idle in one location, including walking around aimlessly, and sitting or standing in or out of a motor vehicle.

(b) Unlawful Camping: It shall be unlawful for any person to camp in the following areas, except as otherwise provided:

- 1) Any public property.
- 2) Any private property.

(c) Unlawful Storage of Personal Property: It shall be unlawful for any person to store personal property, including camp facilities (tents, huts, tarps, lean to's, cardboard boxes, other forms of temporary shelter, etc) and camp paraphernalia, in the following areas, except as otherwise provided:

- 1) Any public property.
 - 2) Any private property without the consent of the property owner.
- (d) Section 13-136 does not prohibit maintenance of camping equipment or overnight camping on private residential property by the property owner or lawful occupant of the dwelling located upon the property; or by friends or family of property owner or lawful occupant, so long as the property owner or lawful occupant consents and the overnight camping is limited to not more than two (2) consecutive nights and a maximum of two (2) times per any thirty (30) day period.
- (e) The Mayor or City Council has the authority to allow camping on public or private property in connection with certain events.

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.

MAYOR

ATTEST:

CITY CLERK

Sponsored by: Public Safety

RESOLUTION NO. _____

A RESOLUTION PROVIDING FOR THE FORMAL ACCEPTANCE OF A DONATION TO THE CITY OF CARTHAGE'S FIRE DEPARTMENT 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 of Carthage, Missouri accepts a donation of \$90,000 from the Carthage Fire Protection District, to be used exclusively for the City's Fire Department, pursuant to the attached letter.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

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.

At this time, until the funds are appropriated for the specific purposes for the Fire Department (pursuant to the attached letter), there is no adverse impact or additional operating costs in reference to this donation.

TABULATION OF BIDS

Bid for: RES Q JACK APEX 4 POINT DELUXE KIT

Date: OCTOBER 11, 2023

Time: 10:30 A.M. - Carthage City Hall

Name of Company	Bid Amount
Rescue Specialists LLC Joshua Rogers 104 S Main St. Salina KS 67401	Amount Bid <u>\$15,163.00</u>
	Grand Total <u>\$15,163.00</u>
Alex Air Apparatus Billy Hurt 11897 County Road 87 SE Alexandria MN 56308	Amount Bid <u>\$13,775.00</u>
	Grand Total <u>\$13,775.00</u>
Hoffcomp Ron Hoffmeister 176 Hoot Owl Holw Wappapello MO 63966	Amount Bid <u>\$14,767.00</u>
	Grand Total <u>\$14,767.00</u>

Witnessed by: