



City of Carthage, Missouri
PUBLIC SERVICES COMMITTEE

October 17, 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 Rock Stadium RFP for Fencing.
 2. Consider and Discuss MOU with MoDOT for Roundabout.
 3. Consider and Discuss Acceptance of the Steadley Grant for Dog Park for the Eagle Scout Project.
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

District: Southwest
RMS: Bundgard
ORG: 7G91

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
GROWING TOGETHER AGREEMENT
(check one)

☒ Planting ☐ Mowing ☐ Beautification

We request permission to enter into a Growing Together Agreement in Jasper County on Route 571 at the roundabout at the Fairlawn Avenue / Garrison Avenue / Elk Street intersection. This agreement is specifically for landscaping and a maple leaf sculpture to be constructed in the central island of the roundabout.

Work items will be accomplished as follows:

Funded by: City of Carthage
Designed by: OWN, Inc. (landscaping) and Rachel Wilson (sculpture)
Site Preparation by: City of Carthage
Contract for Materials by: N/A
Installation or Planting by: City of Carthage (landscaping) and Rachel Wilson (sculpture)
Maintenance for 3 Years: City of Carthage
Replacement for 3 Years: City of Carthage
Maintenance and Replacement after 3 Years: City of Carthage
Other Specific Work Items by: N/A

The City shall maintain all improvements developed under this Agreement. Failure to maintain these "Growing Together" improvements and enhancements in an acceptable manner may result in the removal of them and/or termination of this Agreement. The decision to remove the improvements or terminate this Agreement is within the sole discretion of the Commission.

The Missouri Highways and Transportation Commission has the sole responsibility in determining whether an application is rejected or accepted and whether a highway will or will not be available for the Growing Together Program.

All sponsors will attend a safety meeting conducted by the City of Carthage (sponsor representative) before any program activity. The participants will provide prior notice as required to the City of Carthage before doing any work on the Commission's right-of-way.

The sponsor agrees to indemnify and hold harmless the Commission and the Department and their officers, employees and agents from any claim, lawsuit or liability which may arise from the sponsor's participation in the program.

We agree to abide by all provisions contained in this Agreement and any other terms and conditions as required by the Commission.

Name of sponsoring organization: City of Carthage

Name of sponsor representative (please print): **FIRST NAME, LAST NAME, TITLE**

Signature: _____

Date: _____

Address: 326 Grant Street

City: Carthage State: MO Zip: 64836

Telephone (day): (XXX) XXX-XXXX (night): (XXX) XXX-XXXX

Name on Sign (1 character per space): City of Carthage

Special Provisions: N/A

MoDOT Representative: _____ Date: _____

Address: _____

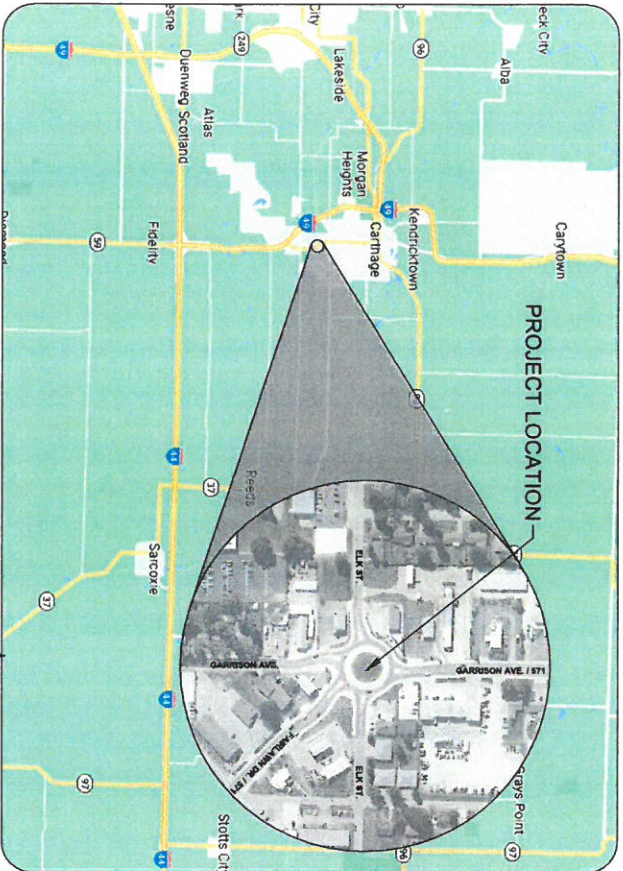
City: _____ State _____ Zip _____

Telephone: _____

Sheet List Table

C-1.0	COVER SHEET
C-1.1	GENERAL NOTES
C-2.0	PLAN & DETAILS

ROUNABOUT LANDSCAPING FOR CARTHAGE, MISSOURI OCTOBER 2023



PROJECT LOCATION MAP
NOT TO SCALE



DESIGN TEAMS

DAVID L. HENDERSON
1221 OAK STREET
P.O. BOX 1000
CARTHAGE, MO 64801
(417) 540-1107

CALL OR EMAIL 24 HOURS BEFORE YOUR VISIT
1-800-446-ARIT or 811
www.811.com

CAUTION: THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE USER ASSUMES ALL LIABILITY FOR ANY DAMAGE TO PERSONS OR PROPERTY THAT MAY BE NECESSARY TO AVOID DAMAGE THEREIN.

CONTACT INFORMATION

CITY OF CARTHAGE
CITY ENGINEER
CITY ENGINEER
CITY ENGINEER
(417) 237-7035

UTILITIES INFORMATION

ELECTRIC
CARTHAGE WATER & ELECTRIC PLANT
621 W. CENTENNIAL AVE.
CARROLLTON, MO 64835
(417) 237-2300
KEVIN BERRY
(417) 237-2300
ELECTRIC UTILITIES
CARTHAGE WATER & ELECTRIC PLANT
621 W. CENTENNIAL AVE.
CARROLLTON, MO 64835
(417) 237-2300
WILL BRIDGECOTT
(417) 237-2300
CABLE PROVIDER
CARTHAGE WATER & ELECTRIC PLANT
621 W. CENTENNIAL AVE.
CARROLLTON, MO 64835
(417) 237-2300
NATURAL GAS
CARTHAGE WATER & ELECTRIC PLANT
621 W. CENTENNIAL AVE.
CARROLLTON, MO 64835
(417) 237-2300

ZONING INFORMATION

A - FIRST DWELLING

ZONE	X
BFE	N/A
COMMUNITY	CARTHAGE, CITY OF

NO.	DESCRIPTION	BY	DATE

PRELIMINARY
NOT FOR
CONSTRUCTION



C-1.0
COVER SHEET

PROJECT NUMBER:
230066
DATE:
10/06/2023

ROUNABOUT LANDSCAPING
FOR VISION CARTHAGE

INT. OF GARRISON AVE./RTE 571 & ELK ST.
CARTHAGE, MISSOURI

	EXISTING STORM WATER	EXISTING MAINTENANCE
	EXISTING FEATURE	EXISTING STORM FLEET
	EXISTING FENCE	EXISTING WATER WEIR
	EXISTING DRAINAGE	EXISTING WATER VALVE
	SECTION LINE	EXISTING REEF
	EXISTING UTILITY LINE	EXISTING REEF APPROACH
	EXISTING EASEMENT	EXISTING SANDMAN ANCHOR
	EXISTING BANK	EXISTING POWER POLE
	EXISTING WATER LINE	EXISTING LIGHT POLE
	EXISTING SANITARY SEWER	EXISTING TELEPHONE FEEDAL
	EXISTING OVERHEAD ELECTRIC	EXISTING TELEPHONE FEEDAL
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	PROPOSED STORM WATER	EXISTING TELEPHONE FEEDAL

ABBREVIATION TABLE	
STA.	STATION
OFF.	OFFSET
FL.	FLOW LINE
EX.	EXISTING GRADE
BL.	BACK OF CURB
HC.	HATCH CURB
GL.	GUTTER LINE
EX.	EXISTING
PRO.	PROPOSED
NOV.	NOBLY CHAY
PRO.	PROPOSED LINE
THM.	THICK MARK
CP.	CONTROL POINT
CE.	CENTRELINE
TP.	TYPICAL
TEMP.	TEMPORARY

[illegible]

1. CONTRACTOR TO PERSONALLY DETAIL AND INSPECT TO LOCATE ALL EXISTING TYPED REINFORCEMENT. CONTRACTOR TO PROVIDE ALL INFORMATION TO THE ARCHITECT REGARDING ANY CONSTRUCTION, CONTACT REINFORCEMENT WITH ANY CONCRETE, INSTALLATION OF EROSION CONTROL MEASURES, EROSION CONTROL MEASURES, FINAL GRADING, AND ALL OTHER NECESSARY IMPROVEMENTS.
2. REMOVAL OF EXISTING CONCRETE AND REBAR AND SOO.

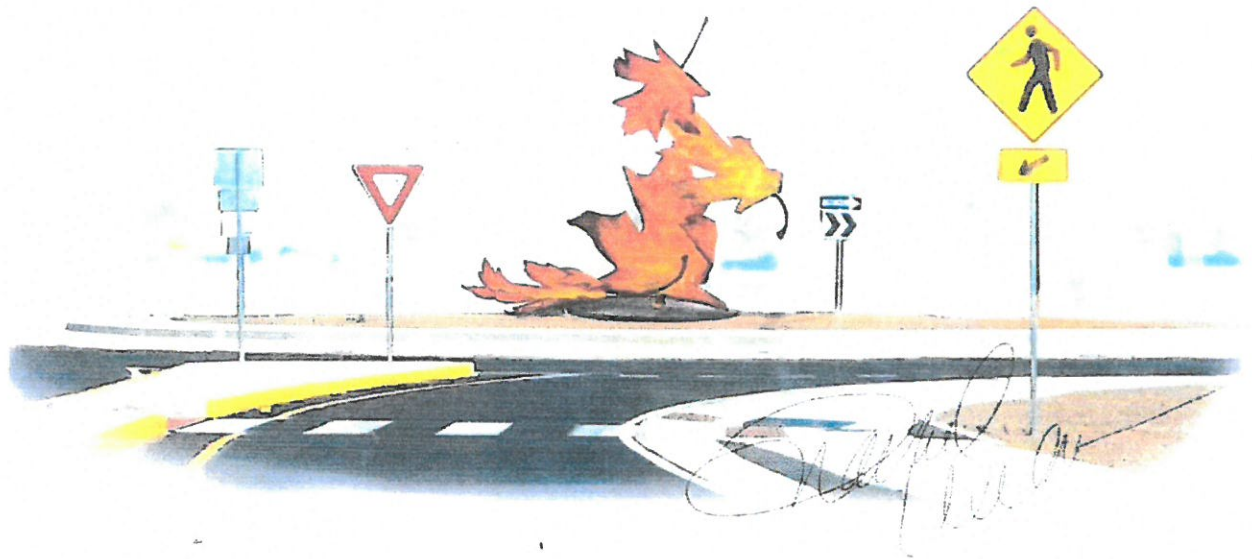
TYPED REINFORCEMENT NOTE:

THIS REINFORCEMENT SHALL BE INSTALLED ON ALL SLOPES THAT EXCEED 3:1 V. H. TYPE REINFORCEMENT SHALL BE INSTALLED AND STAYED AS PER THE MANUFACTURER'S SPECIFICATIONS. THE REINFORCEMENT SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.

[illegible]

RACHEL WILSON

MAPLE LEAF SCULPTURE-ROUNDBABOUT



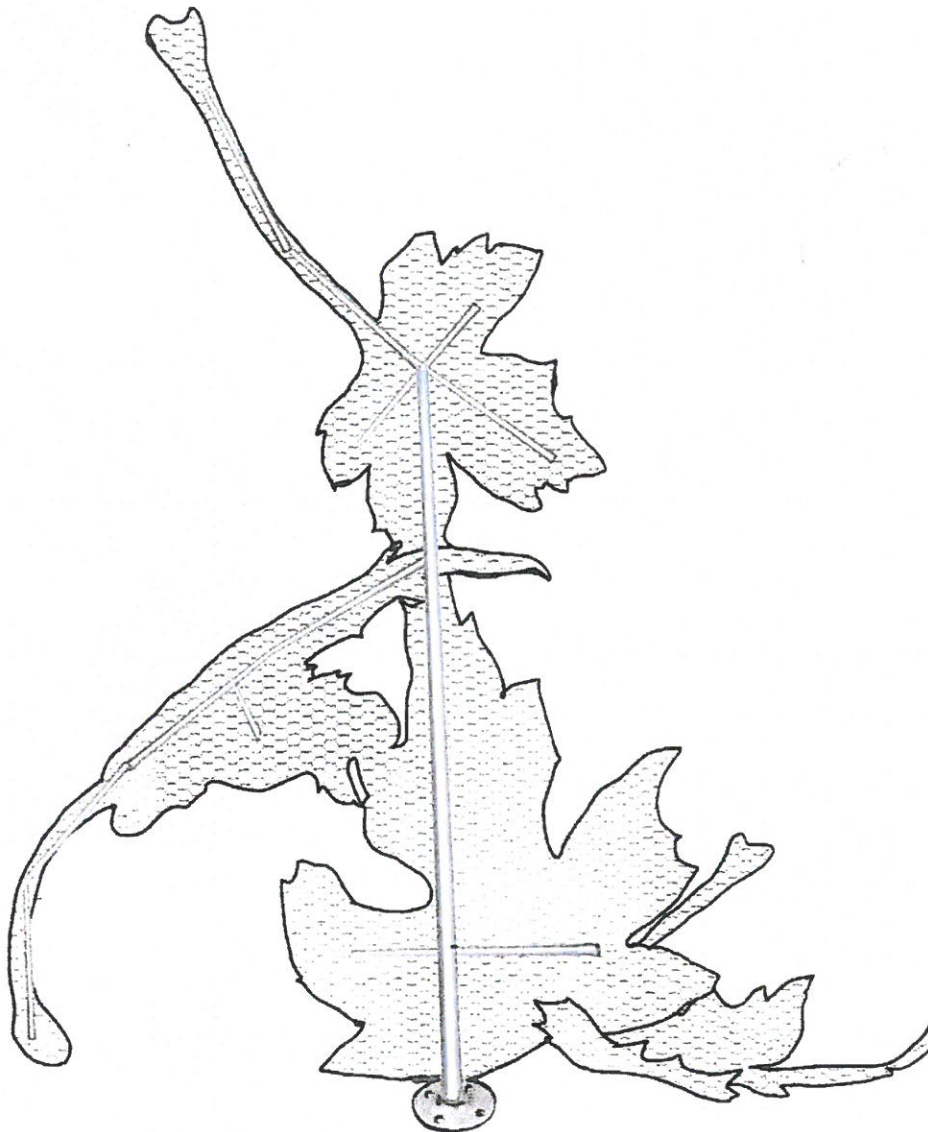
Project Proposal

Materials and Structure

Prepared for: Jackie Boyer, Vision Carthage

Prepared by: Rachel Wilson, Artist

September 18, 2021



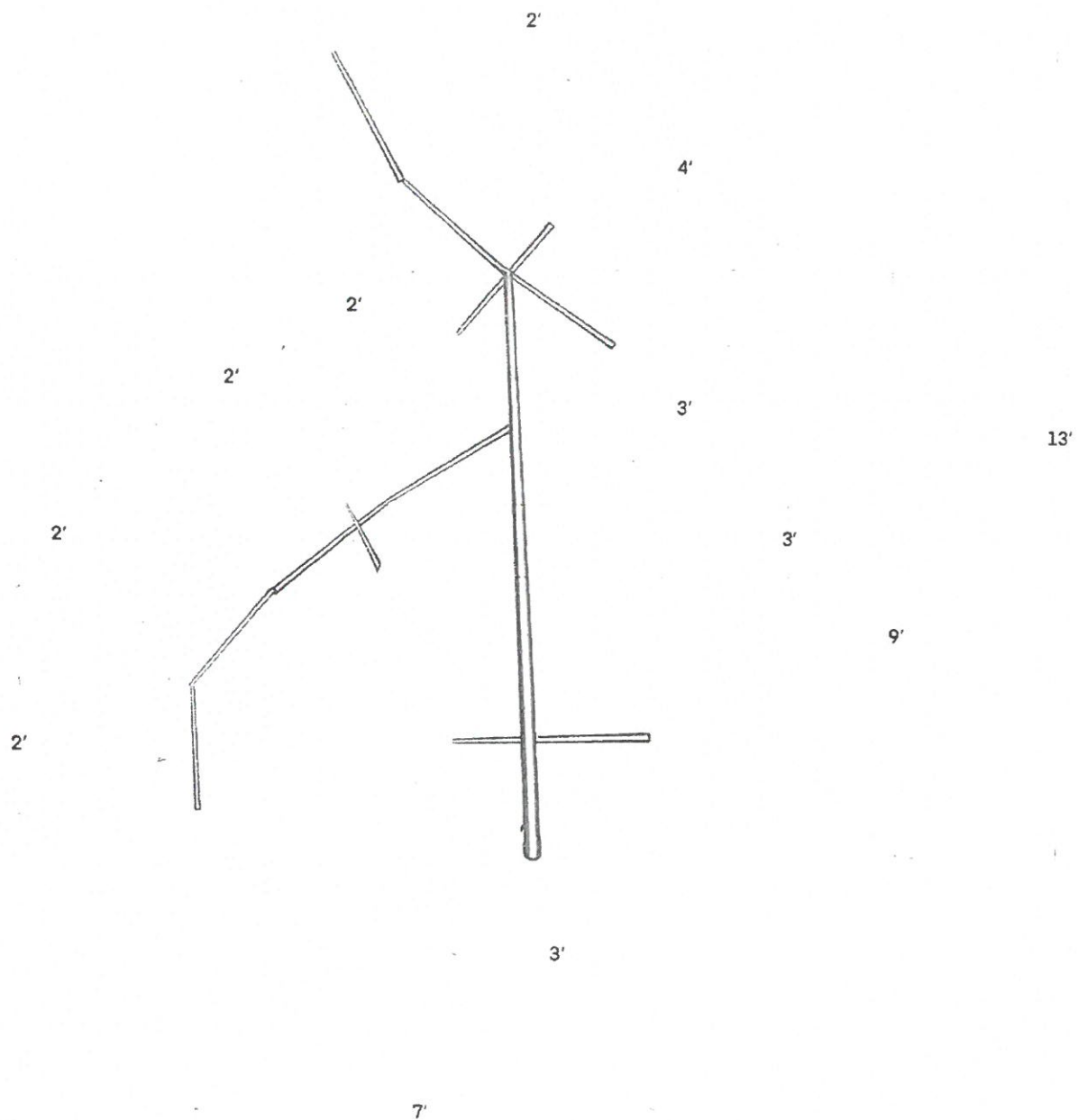
SCULPTURAL ARMATURE

Chicken wire to add structure to the individual leaf shape.

#8 rebar or pipe to add strength to the entire sculpture and tie all individual parts to the whole.

ROUNABOUT MAPLE LEAF SCULPTURE - ARMATURE DIMENSIONS

**measurements are approximated*



ROUNABOUT MAPLE LEAF SCULPTURE- INDIVIDUAL LEAF SIZE

**Measurements are approximated*
Approximate weight for completed sculpture- 650lbs



Measurements at the widest points of the leaf- not including the stem

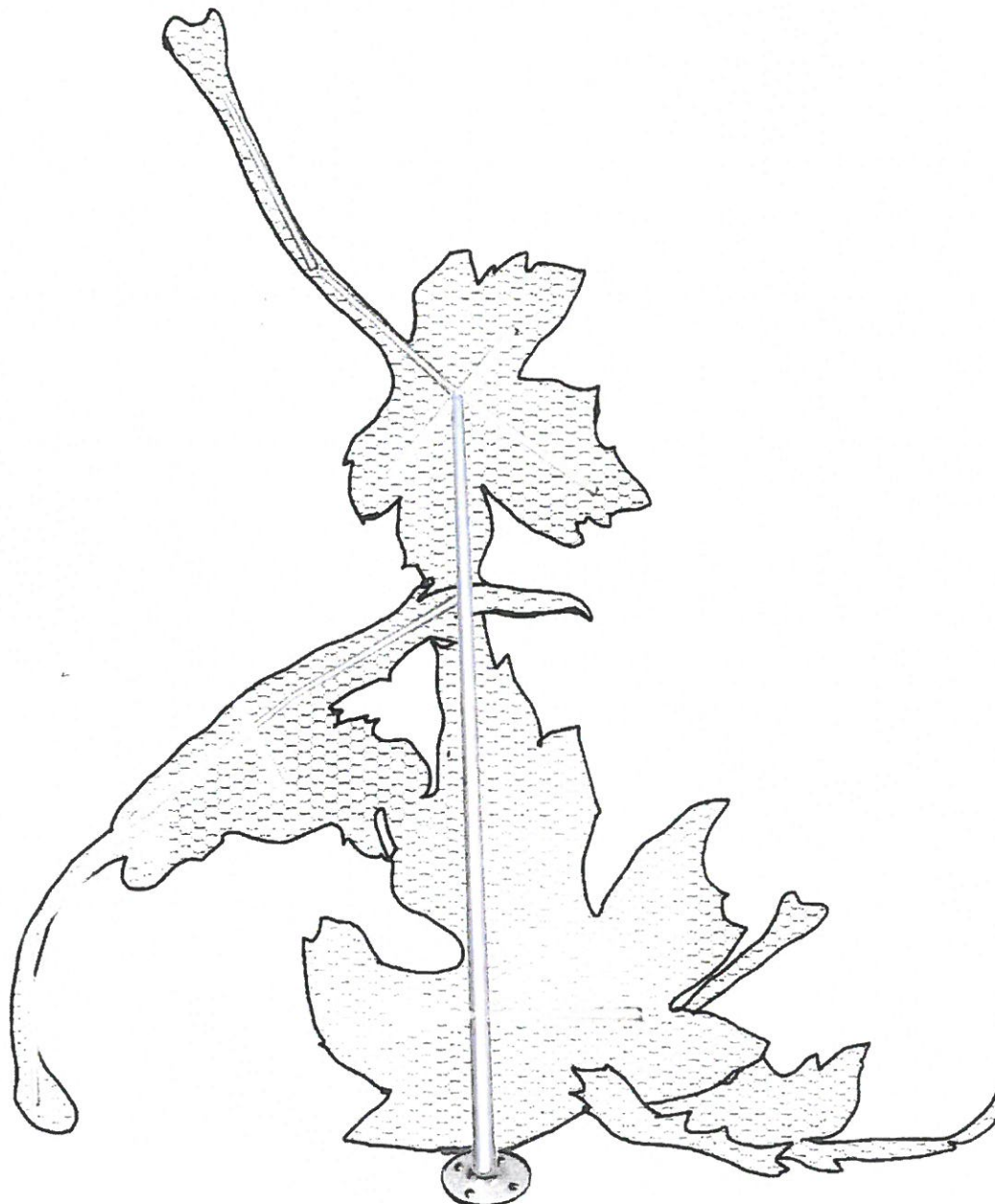


- 1 - 3'x3' leaf
- 2 - 4'x4' leaf
- 3 - 5'x5' leaf
- 4 - 4'x4' leaf

- 5 - base plate - custom- 12" diameter
 Actual required size TBD

OPTIONAL:

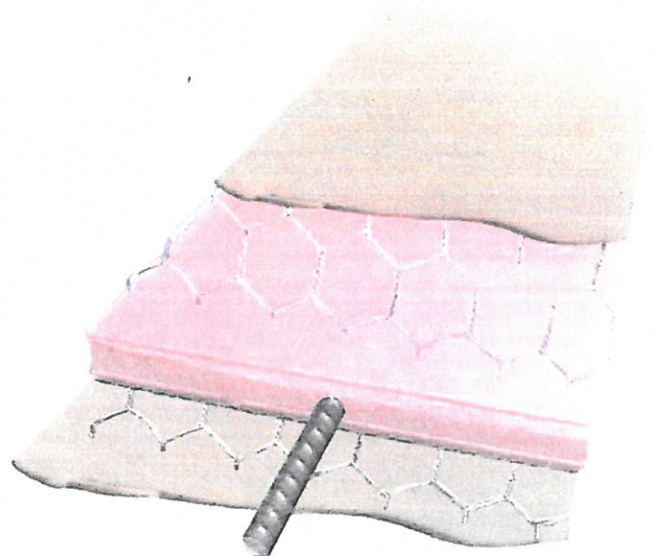
Structurally the sculpture will be the strongest in the proposed form, but the rebar or pipe hi-lighted in yellow could be removed and replaced with additional layers of chicken wire if required. Vertical sections of rebar or pipe (non yellow) are vital to the structure and cannot be removed.





The armature of the sculpture will be filled with a layer of high density foam insulation between the chicken wire.

The foam filled armature will be coated with a layer of Apoxy Sculpt clay to form a fiberglass like outer shell that is detailed, durable, freeze thaw stable, non-flammable, marine/ exterior grade, and waterproof.



MATERIALS LIST:

Apoxy Sculpt (Aves)

Chicken wire

High Density foam insulation

#8 rebar or other preferred pipe for structural armature

Liquitex Professional paint

Primer

Clear coat

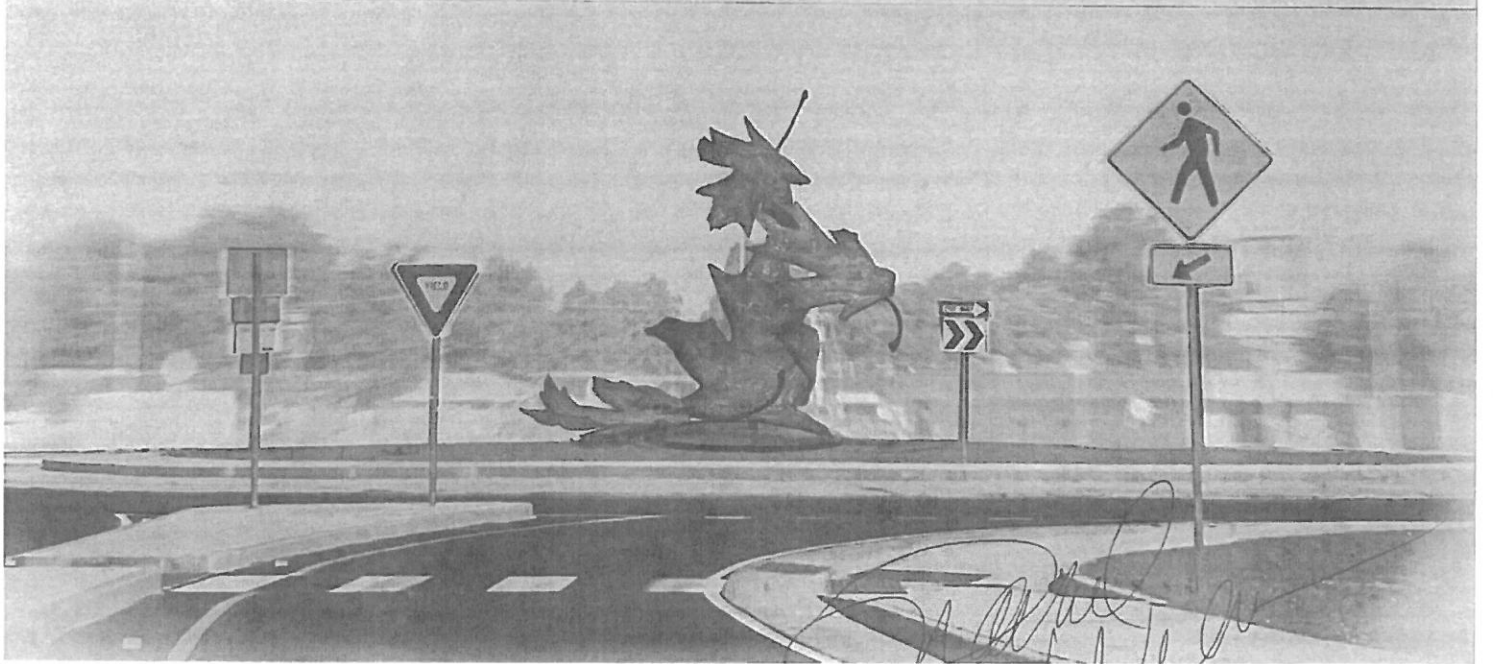
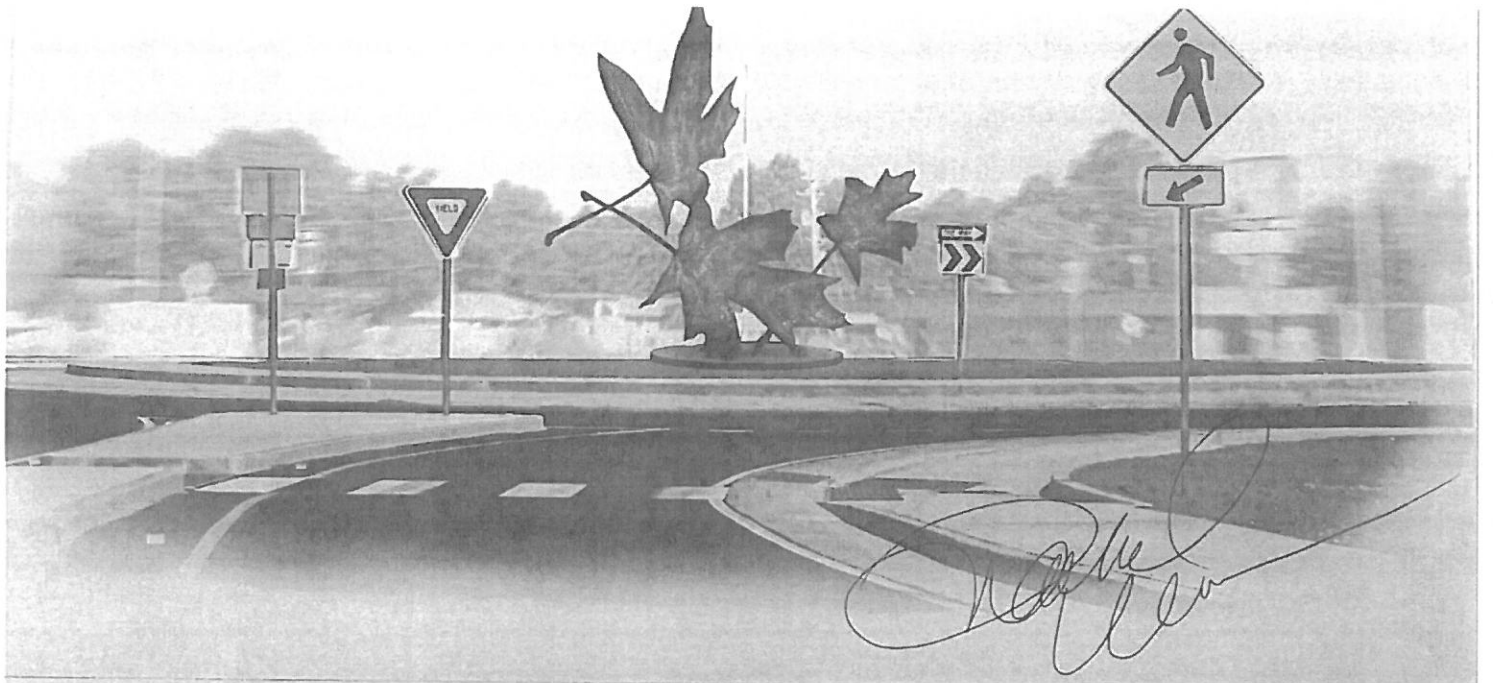
Floor flange

Shear bolts

Sand paper

Respirator mask

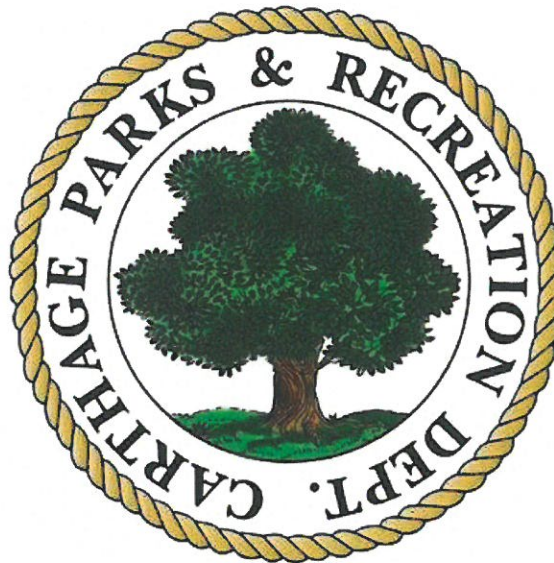
Painting supplies



City of Carthage Parks and Recreation Department

Request for Proposals

Carl Lewton Field Fence



Carthage Parks and Recreation Department

521 Robert Ellis Young Drive

Carthage, MO

64836

The City of Carthage, Missouri Parks and Recreation Department is accepting proposals from qualified companies for fence installation at the Carl Lewton Baseball field.

A company will be considered qualified by having experience with projects similar in size and nature as well as all required certifications by the state and city.

1. BACKGROUND

Carthage Parks and Recreation Department is seeking proposals from qualified and experienced fencing contractors to provide and install a durable and aesthetically pleasing fence at Carl Lewton Field. The selected contractor will be responsible for the supply and installation of the chosen fence.

2. CONTACT FOR INFORMATION

Companies responding to this solicitation should direct all inquiries to:

Chelsea Cholley
521 Robert Ellis Young Drive
Carthage, MO 64836
Office: 417-237-7035
Email: c.cholley@carthagemo.gov

Site visits will be scheduled as requested.

3. SCOPE OF SERVICES

Site Assessment: Conduct a thorough site assessment to ensure accurate measurements and identify any potential obstacles or challenges.

Material Supply: Provide all necessary materials, including approximately 750 feet of 6', 9-gauge galvanized steel fencing and any additional components to complete the project. Additionally, provide all necessary materials including approximately 750 feet of 6', 9-gauge black vinyl fencing and any additional components to complete the project.

Installation: Professionally install the fence according to industry best practices and in compliance with all relevant local codes and regulations.

Quality Assurance: Conduct quality inspections throughout the installation process to ensure the fence is built to the highest standards.

Cleanup: Properly dispose of any debris and materials from the construction site, leaving the area clean and safe.

4. CONTENT OF PROPOSAL

Cover Letter

Summarize in the Cover Letter the reasons for which you or your company is qualified and has the experience to perform the services related to the project. The Cover Letter should identify the primary contact/project manager for the project.

Project Timeline

Describe the company's timeline of start and completion.

Cost

Clearly outline the cost for both a 6-foot galvanized fence and a 6-foot black vinyl fence, including a breakdown of labor, materials, and any additional expenses.

Note: The Parks and Recreation Department reserves the right to increase or decrease to scope of work based on available funds.

5. RATING CRITERIA

The proposals will be evaluated according to the following criteria in order of relative importance:

Qualifications of the Company

Demonstration of ability to deliver the Scope of Work

Cost

6. SELECTION PROCESS

An award may be made to the responsible Company whose proposal is determined to be the most advantageous taking into consideration cost and the elevation factors set forth above to determine the lowest and best bidder.

Carthage Parks and Recreation Department reserves the right to reject any and all bids and is not obligated to award a contract to any bidder. If it is determined that no acceptable proposal has been submitted, all proposals may be rejected and at the City's discretion, new proposals may be solicited.

7. **CONTRACTING AGREEMENT**

The Carthage Parks and Recreation Department expects to enter a contract for services listed in this RFP. The Company completing work will have a current business license through the City of Carthage & be responsible for acquiring a permit.

Fee type shall be lump sum, payable upon acceptance of your work by the Parks and Recreation Department.

The company selected will be required to provide General Liability insurance in the amount of \$2,000,000. The City of Carthage shall be named as additional insured.

8. **INDEMNIFICATION**

The work performed by the Contractor shall be at the risk of the Contractor exclusively.

9. **SCHEDULE**

In order to be considered, two copies of the proposal must be received at the Carthage City Hall at 326 Grant Street Carthage, MO 64836, on or before October 3rd, 2023 by 2:00 p.m. local time. All proposal shall be in a sealed package marked: **BID / CARL LEWTON FIELD FENCE**

BID TABULATION
Carl Lewton Field Fence

Bids opened on October 3, 2023

2:00 P.M.

Carthage City Hall

326 Grant St

Carthage MO 64836

Company	Left Black	Left Galv.	
Miller Fence	24,820.00	22,630.00	
MW Fence Co.	22,993.27	18,873.67	

Bid Committee:

Chelsea Cholley
[Signature]
[Signature]

MILLER FENCE

Commercial/Residential specialists

Prepared for:

Carthage Parks & Recreation
Chelsea Cholley
521 Robert Ellis Young Drive
Carthage, MO 64836
(417) 489-6899 | C.Cholley@Carthagemo.gov



Evaluated on:

Monday, October 2, 2023

Evaluated By:

Melvin Miller

(417) 658-6755 | melvin@millerfencellc.com

Miller Fence LLC
7191 Unicorn Rd
Pierce City, MO 65723
Main (417) 423-8809
millerfencesllc.com

Section 1

Chain Link Fence

Chain link Fence install

Post set at 10 ft or less

Post set in concrete

tension wire on the bottom

Ties every 2 -3 ft

Fencing

Product	Quantity
6-ft Galvanized-Commercial L-M LM-6GCC	730

Gates

Product	Quantity
Chain Link Gate	0

Notes

This bid includes all labor and material to install Approx. 730 ft. of 6ft tall 9 ga. galvanized chain-link fence.

Estimated timeframe for project completion is 4-6 weeks from bid acceptance.

Costs

Section: Section 1

Description	Quantity
6-ft Galvanized-Commercial L-M	730.00
Total Cost: \$22,630.00	
Total: \$22,630.00	

Payment Terms

One-Time Payment	<i>Due after bid acceptance</i>	\$22,630.00
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Terms & Conditions

Disclaimers

Please send checks to Miller Fence at 7191 Unicorn Rd Pierce City, MO 65723. We do accept credit and debit card payment but please note that there will be a 3.5% transaction fee applied. If you have any questions about your invoice, please call Christina at 417-385-8460.

Contract

This Contract starts as dated above by and between Miller Fence LLC, who is contracted to provide services to customer, and customer desires to obtain such services from Miller Fence LLC. In consideration for the mutual promises set forth below, the parties agree as follows:

SCOPE OF WORK

Miller Fence LLC will provide all material, services, and labor for the Fencing Installation at installation address stated above, herein referred to as the "WORKSITE." This includes necessary labor, materials, and all required tools and machinery needed for completion of fencing at this property. Utility locates for fencing installation areas will be called in the week of scheduled work. Property owners must be able to leave the yard unlocked and free of pets on scheduled utility locate dates and scheduled work dates. Miller Fence LLC will pull all required permits and adhere to all city building codes. Miller Fence LLC cannot be held responsible for landscaping damage. We will do our best to provide full cleanup of the worksite but cannot be responsible for rocks, golf ball size or smaller.

CUSTOMER RESPONSIBILITY

The owner shall pay Miller Fence LLC the sum of the material and labor to be performed under the Contract, subject to any additions made pursuant to authorized change orders. The owner is responsible for providing water and power and notifying Miller Fence LLC of any sprinklers or private utilities within the installation area. The owner agrees to be present upon crews' arrival to walk through the project scope with the lead crew member. Surveys are not required but are recommended. The owner is responsible for providing property line location and/or pins if required by the city inspector.

By signing any forms or agreements provided to you by Miller Fence LLC, you understand, agree and acknowledge that your electronic signature is the legally binding equivalent to your handwritten signature. You agree, by providing your electronic signature, that you will not repudiate, deny or challenge the validity of your electronic signature or of any electronic agreement that you electronically sign or their legally binding effect.

Signature: Date: Time:

MILLER FENCE

Commercial/Residential specialists

Prepared for:

Carthage Parks & Recreation
Chelsea Cholley
521 Robert Ellis Young Drive
Carthage, MO 64836
(417) 489-6899 | C.Cholley@Carthagemo.gov



Evaluated on:

Monday, October 2, 2023

Evaluated By:

Melvin Miller

(417) 658-6755 | melvin@millerfencellc.com

Miller Fence LLC
7191 Unicorn Rd
Pierce City, MO 65723
Main (417) 423-8809
millerfencesllc.com

Section 1

Chain Link Fence

Chain link Fence install

Post set at 10 ft or less

Post set in concrete

tension wire on the bottom

Ties every 2 -3 ft

Fencing

Product	Quantity
6-ft Black Chain-Commercial L-M LM-6BCC	730

Gates

Product	Quantity
Chain Link Gate	0

Notes

This bid includes all labor and material to install Approx. 730 ft. of 6ft tall 9ga. Black chain-link fence.

Estimated timeframe for project completion is 4-6weeks from bid acceptance.

Costs

Section: Section 1

Description	Quantity
6-ft Black Chain-Commercial L-M	730.00
Total Cost: \$24,820.00	
Total: \$24,820.00	

Payment Terms

One-Time Payment	<i>Due after bid acceptance</i>	\$24,820.00
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Disclaimers

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Signature: Date: Time:

MW Fence Co, LLC

385 S. Central City Rd. Joplin, MO 64801



Micah Woodward -Owner

417-437-2012 info@mwfenceco.com

Job Proposal for:

Carthage Parks and Recreation Dept.

Carl Lewton Field Fence

MW Fence Co. has been an industry leader for residential and commercial fence installation since 2004, and as a licensed, bonded, and insured company, we have been the trusted contractor for the public and countless businesses in the surrounding area. Specialized training and our belief in using top-quality products at an affordable cost has led us to being the highest rated fence company in the area for multiple years.

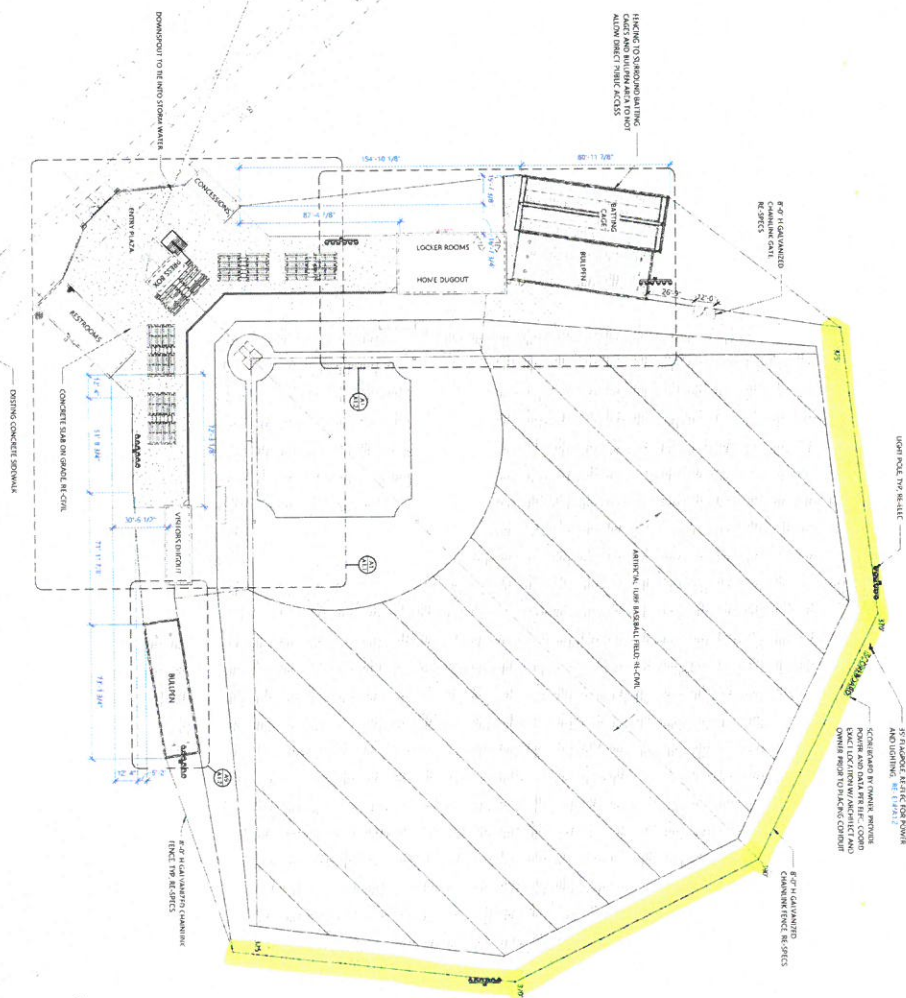
Projected Timeline:

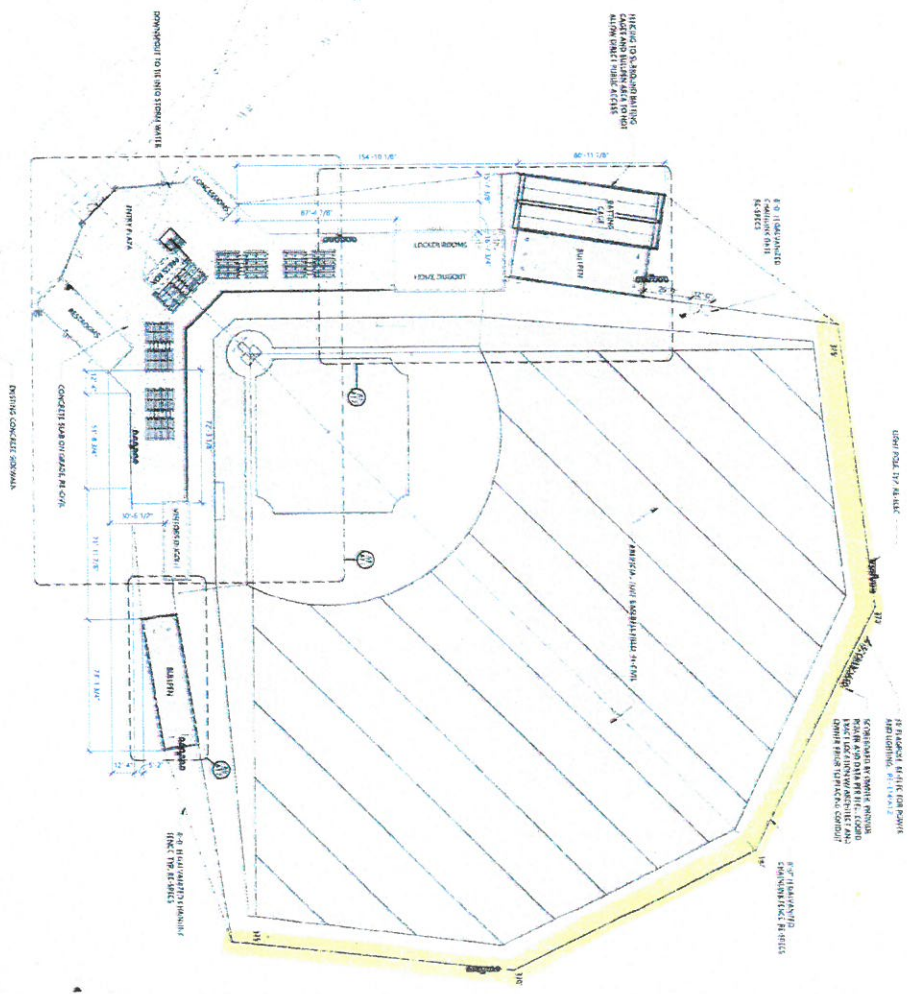
Projected start date as of 10/02/2023- the week of October 16th 2023, barring any unforeseen setbacks.

Cost:

Total cost breakdown information is included in the attached estimate pages.

NEW FENCE





NEW FENCE

ESTIMATE

MW FENCE CO LLC
 385 S Central City Rd
 Joplin, MO 64801
 (417) 437-2012



Carthage Parks and Recreation
Job #2842 - Ball Field
521 Ellis Young Dr.
Carthage, MO 64836

Estimate #	3800
Date	10/2/2023

Item	Description	Qty	Price	Amount
Material type				
CLF-LCMG-BL	Chain link fence, heavy commercial grade black, 72" tall (no barbwire)	1.00	\$0.00	\$0.00
SCOPE OF WORK				
SCOPE OF WORK	Materials and installation for up to 750 ft of 6' tall heavy commercial grade black chain link fence (NO GATES) SEE ATTACHED CUSTOMER PROVIDED DRAWING FOR DETAILS	1.00	\$0.00	\$0.00
Warranty	MW FENCE WARRANTIES WORK FOR 1 YR FROM COMPLETION DATE OF INSTALLATION. WARRANTY IS FOR IMPROPER INSTALLATION OF PRODUCT ONLY. PRODUCTS WITH WARRANTY VARIES BY INDIVIDUAL MANUFACTURER.	1.00	\$0.00	\$0.00
MATERIAL AND LABOR COST				\$22,993.27
Material	Material cost	1.00	\$15,165.28	\$15,165.28
Miscellaneous	Labor costs	750.00	\$10.30	\$7,725.00
PERMIT FEE	PERMIT FEE	1.00	\$102.99	\$102.99
DISCLAIMER				

Item	Description	Qty	Price	Amount
DISCLAIMER	We are fully insured to include Workmans Compensation and General Liability for your protection and ours! Underground Damage Release: Property owner agrees not to hold MW Fence Co., LLC responsible for any damage that may occur to any privately owned water or sewer pipes, or to any other unknown items susceptible to damage beneath the ground where fencing is to be located unless MW FENCECO LLC is notified of such items being present and are clearly marked before excavation begins. NOTE: PRIVATELY OWNED ITEMS ARE ITEMS OWNED BY PROPERTY OWNER SO THEREFORE PUBLIC UTILITY LOCATE SERVICES (1 CALL) WILL NOT LOCATE THEM. Additionally, Purchaser takes full responsibility for the location of the fence assuring that the fence layout is inside the Purchasers property line. Changes: If anything from this signed order and/or installation agreement changes, contact your salesperson promptly. Our installers cannot make changes without you first contacting your salesperson. Any changes from this agreement or request for additional work may result in additional charges over and above the sum set out in the original agreement. Unpaid Balance: Any unpaid balances will be charged an interest fee of 1 12 percent per month on the unpaid balance unless noted on front of agreement. Purchaser agrees to pay all attorney fees and litigation expenses incurred by MW Fence Co., LLC to collect any sum due under this agreement. Insurance: All employees of MW Fence Co., LLC will be covered by workers compensation insurance. This project will be covered by general liability insurance. Certificates will be made available upon request. PAYMENT TERMS ARE 50% DOWN DUE UPON ACCEPTANCE OF THIS PROPOSAL/BALANCE DUE AT COMPLETION Acceptance of Quote: By signing below or via digital signature and/or payment of deposit, you authorize MW Fence Co., LLC to provide above materials and/or installation of above materials. Payment will be made per terms above. I agree to all conditions and clauses on all pages of this quote. Please make checks payable to: MW FENCE CO., LLC 385 S CENTRAL CITY RD JOPLIN MO 64801	1.00	\$0.00	\$0.00

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.

CONSENT OF OWNER

CONSENT IS HEREBY GIVEN FOR FILING OF MECHANIC'S LIEN BY ANY PERSON WHO SUPPLIES MATERIALS OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT ON THE PROPERTY ON WHICH IT IS LOCATED IF HE IS NOT PAID.

Sub Total	\$22,993.27
Total	\$22,993.27

SPECIAL INSTRUCTIONS

ESTIMATE

MW FENCE CO LLC
 385 S Central City Rd
 Joplin, MO 64801
 (417) 437-2012



Carthage Parks and Recreation
Job #2842 - Ball Field
521 Ellis Youong Dr.
Carthage, MO 64836

Estimate #	3801
Date	10/2/2023

Item	Description	Qty	Price	Amount
Material type				
CLF-CMG-72	Chain link fence, commercial galvanized, 72 tall (no barbwire)	1.00	\$0.00	\$0.00
SCOPE OF WORK				
SCOPE OF WORK	Materials and installation for up to 750 ft of 6' tall heavy commercial grade chain link fence with no barbwire (NO GATES) SEE ATTACHED CUSTOMER PROVIDED DRAWING FOR DETAILS	1.00	\$0.00	\$0.00
Warranty	MW FENCE WARRANTIES WORK FOR 1 YR FROM COMPLETION DATE OF INSTALLATION. WARRANTY IS FOR IMPROPER INSTALLATION OF PRODUCT ONLY. PRODUCTS WITH WARRANTY VARIES BY INDIVIDUAL MANUFACTURER.	1.00	\$0.00	\$0.00
MATERIAL AND LABOR COST				\$18,873.67
Material	Material cost	1.00	\$11,045.68	\$11,045.68
Miscellaneous	Labor cost	750.00	\$10.30	\$7,725.00
PERMIT FEE	PERMIT FEE	1.00	\$102.99	\$102.99
DISCLAIMER				

Item	Description	Qty	Price	Amount
DISCLAIMER	We are fully insured to include Workmans Compensation and General Liability for your protection and ours! Underground Damage Release: Property owner agrees not to hold MW Fence Co., LLC responsible for any damage that may occur to any privately owned water or sewer pipes, or to any other unknown items susceptible to damage beneath the ground where fencing is to be located unless MW FENCECO LLC is notified of such items being present and are clearly marked before excavation begins. NOTE: PRIVATELY OWNED ITEMS ARE ITEMS OWNED BY PROPERTY OWNER SO THEREFORE PUBLIC UTILITY LOCATE SERVICES (1 CALL) WILL NOT LOCATE THEM. Additionally, Purchaser takes full responsibility for the location of the fence assuring that the fence layout is inside the Purchasers property line. Changes: If anything from this signed order and/or installation agreement changes, contact your salesperson promptly. Our installers cannot make changes without you first contacting your salesperson. Any changes from this agreement or request for additional work may result in additional charges over and above the sum set out in the original agreement. Unpaid Balance: Any unpaid balances will be charged an interest fee of 1 12 percent per month on the unpaid balance unless noted on front of agreement. Purchaser agrees to pay all attorney fees and litigation expenses incurred by MW Fence Co., LLC to collect any sum due under this agreement. Insurance: All employees of MW Fence Co., LLC will be covered by workers compensation insurance. This project will be covered by general liability insurance. Certificates will be made available upon request. PAYMENT TERMS ARE 50% DOWN DUE UPON ACCEPTANCE OF THIS PROPOSAL/BALANCE DUE AT COMPLETION Acceptance of Quote: By signing below or via digital signature and/or payment of deposit, you authorize MW Fence Co., LLC to provide above materials and/or installation of above materials. Payment will be made per terms above. I agree to all conditions and clauses on all pages of this quote. Please make checks payable to: MW FENCE CO., LLC 385 S CENTRAL CITY RD JOPLIN MO 64801	1.00	\$0.00	\$0.00

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.

CONSENT OF OWNER

CONSENT IS HEREBY GIVEN FOR FILING OF MECHANIC'S LIEN BY ANY PERSON WHO SUPPLIES MATERIALS OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT ON THE PROPERTY ON WHICH IT IS LOCATED IF HE IS NOT PAID.

Sub Total	\$18,873.67
Total	\$18,873.67

SPECIAL INSTRUCTIONS



INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF CARTHAGE, MISSOURI, hereinafter "City", and Juanita Kling, hereinafter referred to as "Contractor".

WHEREAS, the City currently has parks and facilities that could be used for lessons, recreational play, and classes.

WHEREAS, the City wishes to hire an independent contractor to instruct and run Juanita's Canvas.

NOW THEREFORE WITNESSTH: That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows:

1. That contractor is to be engaged as an independent contractor responsible for managing, planning, organizing, and instructing Juanita's Canvas for the Carthage Parks and Recreation Department as described in Exhibit "A" attached hereto and incorporated by reference.
2. That the term of this agreement shall be one (1) year from the date last written below.
3. That the City has the right to terminate its relationship with contractor or for any other reason whatsoever, with or without cause upon thirty (30) days' notice of its intent to do so.
4. That it is understood and agreed that the contractor, as sole compensation for his or her services, shall be paid 80 % **of the gross revenues** generated by programs, including all fees collected by contractor and/or City. All collected revenues shall be deposited with the City of Carthage Accounts Payable Department, and a check issued back to contractor within fourteen (14) days. The City is entitled to 20% **of the gross revenues** pursuant to this Agreement.
5. That contractor understands that it shall be its responsibility to document time and revenues on the form provided by the City and to claim income as an independent contractor in accordance with federal and state tax laws.
6. That contractor acknowledges that it is his/her responsibility to conduct any and all activities in accordance with nationally recognized standards and all policies of the City.
7. That this agreement does not create an employee/employer relationship between the parties. It is the parties' intention that Juanita Kling will be an independent contractor and not an employee for all purposes including, but not limited to, the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws. Contractor agrees he/she is not eligible receive worker's compensation or unemployment benefits as a result of this Agreement.
8. Contractor covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of the contractor negligence in the performance of services under this Agreement.
9. Contractor shall maintain workers' compensation insurance as required by Missouri law, and shall maintain a policy of general liability insurance with each occurrence limits of at least \$1,000,000.00. General liability insurance should state the City of Carthage as additionally insured.
10. The Contractor shall follow the Drug and Alcohol policy of the City of Carthage. The Contractor may be subject to reasonable suspicion drug and alcohol testing for the length of this agreement.

11. The Contractor shall successfully complete a thorough background check.

12. Miscellaneous provisions:

- a. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.
- b. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.
- c. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.
- d. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.
- e. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.
- f. The provisions herein shall bind both parties hereunto and their respective successors and assigns.
- g. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein

IN WITNESS WHEREOF, the parties have executed this agreement on this 29 day of September, 2023.

CITY REPRESENTATIVE

BY: Chet Chelso

Carthage Parks & Recreation
521 Robert Ellis Young Drive
Carthage, Missouri 64836
Phone: 417-237-7035

CONTRACTOR

BY: Juanita King
Organization: Juanita's Canvas

Address: 16920 Jayhawk Rd

City, State, Zip: Carthage, MO

Cell Phone: 417-955-0112

Email Address: juanitascanvas@gmail.com

As a parent/guardian, I have read the above agreement and grant permission for my child to work for the City of Carthage as an Independent Contractor.

Parent/Legal Guardian if Contractor is Below Age 18

Date

Name (Print): Juanita King



INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF CARTHAGE, MISSOURI, hereinafter "City", and Centennial Roots, hereinafter referred to as "Contractor".

WHEREAS, the City currently has parks and facilities that could be used for lessons, recreational play, and classes.

WHEREAS, the City wishes to hire an independent contractor to instruct and run Centennial Roots Classes.

NOW THEREFORE WITNESSTH: That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows:

1. That contractor is to be engaged as an independent contractor responsible for managing, planning, organizing, and instructing Centennial Roots Classes for the Carthage Parks and Recreation Department as described in Exhibit "A" attached hereto and incorporated by reference.
2. That the term of this agreement shall be one (1) year from the date last written below.
3. That the City has the right to terminate its relationship with contractor or for any other reason whatsoever, with or without cause upon thirty (30) days' notice of its intent to do so.
4. That it is understood and agreed that the contractor, as sole compensation for his or her services, shall be paid 80% **of the gross revenues** generated by programs, including all fees collected by contractor and/or City. All collected revenues shall be deposited with the City of Carthage Accounts Payable Department, and a check issued back to contractor within fourteen (14) days. The City is entitled to 20% **of the gross revenues** pursuant to this Agreement.
5. That contractor understands that it shall be its responsibility to document time and revenues on the form provided by the City and to claim income as an independent contractor in accordance with federal and state tax laws.
6. That contractor acknowledges that it is his/her responsibility to conduct any and all activities in accordance with nationally recognized standards and all policies of the City.
7. That this agreement does not create an employee/employer relationship between the parties. It is the parties' intention that Centennial Roots will be an independent contractor and not an employee for all purposes including, but not limited to, the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws. Contractor agrees he/she is not eligible receive worker's compensation or unemployment benefits as a result of this Agreement.
8. Contractor covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of the contractor negligence in the performance of services under this Agreement.
9. Contractor shall maintain workers' compensation insurance as required by Missouri law, and shall maintain a policy of general liability insurance with each occurrence limits of at least \$1,000,000.00. General liability insurance should state the City of Carthage as additionally insured.
10. The Contractor shall follow the Drug and Alcohol policy of the City of Carthage. The Contractor may be subject to reasonable suspicion drug and alcohol testing for the length of this agreement.

11. The Contractor shall successfully complete a thorough background check.

12. Miscellaneous provisions:

- a. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.
- b. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.
- c. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.
- d. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.
- e. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.
- f. The provisions herein shall bind both parties hereunto and their respective successors and assigns.
- g. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein

IN WITNESS WHEREOF, the parties have executed this agreement on this 5th day of October, 2023.

CITY REPRESENTATIVE

BY: Chelsea Chely

Carthage Parks & Recreation
521 Robert Ellis Young Drive
Carthage, Missouri 64836
Phone: 417-237-7035

CONTRACTOR

BY: H. Robertson

Name (Print): Hristin Robertson

Organization: Centennial Roots

Address: P.O. Box 583

City, State, Zip: Lamar MO 64759

Cell Phone: 417 262 0481

Email Address: admin@centennialroots.com

As a parent/guardian, I have read the above agreement and grant permission for my child to work for the City of Carthage as an Independent Contractor.

Parent/Legal Guardian if Contractor is Below Age 18

Date

September 2023 Golf Report

September 2023 Rounds – 3,009 | Revenue - \$97,784.82

September 2022 Rounds – 3,006 | Revenue - \$76,684.50

September 2021 Rounds – 2,931 | Revenue - \$70,961

Green Fee	Membership	Cart Fee	Driving Range	Event Services	Golf Gift Certificate	Merchandise Gift Certificate (Club Credit)	Pro Shop	Food & Beverage	Pre Paid Rounds	Golf Rentals
\$32,263.86	\$8,139.72	\$21,745.64	\$1,704	\$10,370	\$128	\$4,000	\$13,729	\$3,519	\$0	\$75

September 2023 Summary

September was another good month for us. In the month of September 2 of our yearly leagues completed for 2023, and we aerated our greens. When we aerate our greens, it is a 2-3 week healing process and in that time, the greens are very rough and bumpy before they become smooth and back to normal conditions. When golfers hear about this, some of them choose not to play for a couple weeks. I believe this affected our total rounds played for this month. Overall, we still had a good month of play.

We have starting preparing for the month of October, as well as getting a list together for our fall/winter plans. October will be a busy month for us. We have a 5 events, and Schifferdecker Golf Course is closed all month due to renovations. We will see a lot of their regular play migrate to our course for October. Our fall/winter list is a plan on what we are going to tackle in the offseason. There are bigger projects that we would like to do and do not have time during season. It is essential to our operation to get as much big projects done in the offseason as we can.

We sold 4 junior memberships 2 single memberships, 1 family of 2 membership, and 2 senior memberships. The rest of the balance on membership is the monthly automatic withdrawals.



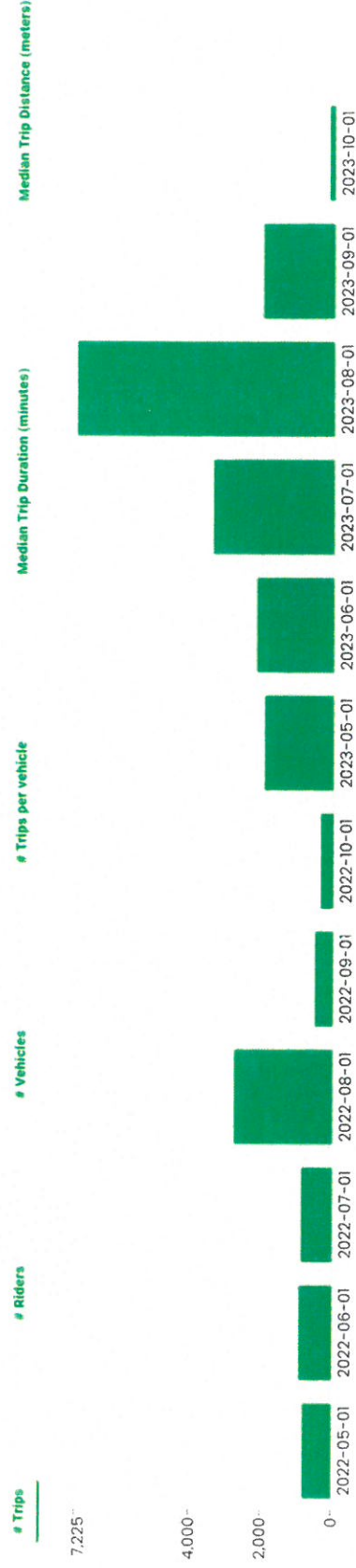
Scooter Rental Report for September 2023

Cumulative Trips Last Month ▾

# Trips	# Riders	Total Distance	CO2 Saved	Median Distance/Trip	Median Time/Trip
1,983	619	3,371.5 mi	3,020 lbs	1.2 mi	10 min

Trips Trends

Monthly ▾



AUGUST 2023

	JAN. 5	FEB. 8	MARCH 12	APRIL 16	MAY 14	JUNE 17	JULY 13	AUGUST 11	SEPT. 12	OCT.	NOV.	DEC.
AUDITORIUM	9	6	7	5	6	3	5	1	5			
BASEMENT AUD.	3	2	4	4	4	3	5	4	3			
Drivers Testing												
TOTAL:	17	16	23	25	24	23	23	16	20	0	0	0
BASEMENT OFFICES												
Basement Office #1	0	0	0	0	0	0	0	0	0			
Basement Office #2 (USW)	31	28	31	30	31	30	31	31	30			
Basement Office #3 (USW)	31	28	31	30	31	30	31	31	30			
Basement Office	0	0	0	0	0	0	0	0	0			
Basement Office	0	0	0	0	0	0	0	0	0			
Total	63	56	62	60	62	60	62	62	60	0	0	0

MONTHLY REVENUE \$ 4,347.54 \$ 3,958.90 \$ 8,025.75 \$ 3,250.00 \$ 5,635.00 \$ 2,550.00 \$ 2,025.00 \$ 2,800.00 \$ 3,405.00 YTD TOTAL: \$ 31,649.65

RECREATION AND PROGRAMMING

* Completed Little League Charter
 Independant Contractor Agreement to provide Painting Classes to start in November. * Sign First

September 2023

SALES	DONATIONS
\$ 12.00	\$ 0.00
\$ 107.00	\$ 0.00
0	\$ 0.00
Closed	Closed
\$ 109.50	\$ 0.00
\$ 6.00	\$ 0.00
\$ 26.00	\$ 0.00
\$ 20.00	\$ 0.00
\$ 56.00	\$ 0.00
\$ 0.00	\$ 0.00
Closed	Closed
\$ 0.00	\$ 0.00
\$ 14.00	\$ 0.00
\$ 68.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 72.50	\$ 0.00
\$ 22.00	\$ 0.00
Closed	Closed
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 256.95	\$ 0.00
\$ 73.25	\$ 0.00
\$ 19.00	\$ 0.00
\$ 0.00	\$ 0.00
Closed	Closed
\$ 15.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 15.00	\$ 0.00
	\$ 469.00
	\$ 0.00
	\$ 0.00
\$ 892.20	\$ 469.00

September Golf Maintenance Report

- TDR greens daily for moisture readings
- Daily mowing, greens, tees, collars, approaches, fairways, and rough
- Edge bunkers and rake bunkers 3 times a week weather permitting
- Various weed eating around course
- Mow and edge sidewalks and curbs around pro shop
- Pick limbs and debris
- Ordered two loads of sand for aerification
- Aerified greens top dressed with sand
- Fertilized greens after aerification
- Sprayed four apps on greens
- Sprayed fairways
- Spread fertilizer on fairways
- Repaired holes on 11 and 18 with ongoing fox issue
- OTA meeting
- Prepped for several tournaments
- Verticut collars and over seeded with bluegrass seed
- Treated pond by 6 green for algae
- Replaced irrigation head on 10 fairway
- Pulled golf cart out of creek by bridge on hole 15
- Fertilized range tee
- Filled divots on range tee with sand and fill sand buckets weekly
- Move ropes on driving range tee

September Month End

Municipal park- trash pickup 3 days a week. Mowing done once a week which takes a few days each time to complete. Several events in the park which required several days of prep. Limbs removed as needed.

Central Park- Several events in park this month which required several days of prep with getting park looking nice. Extra time spent on getting tables in and out of park for each event. Fountain was drained for the winter months. Limbs removed as needed.

Griggs Park- Big changes to park, new basketball court was installed and old bathrooms were removed to prepare for new bathrooms. Large dead tree was removed. Trash done 3 days a week. Mowing done once a week.

Carter Park- New playground was completed. Old bathrooms were removed to prepare for new bathrooms. Mowing done once a week. Trash done 3 days a week. Limbs removed as needed

Kellogg Park- Mowing done once a week, trash removed 3 days a week. Limbs removed as needed. New playground work continued.

Fair Acres Park- Several days spent on the start of skinning baseball infields. Mowing done daily at different areas of park. Trash done 3 days a week. Baseball shed was cleaned out and new door was installed. Extensive weed eating was done to get fields in order for winter.

South Roundabout and North roundabout- South roundabout was weeded and perimeter was edged to beautify appearance. Same was done to North roundabout.