City of Carthage, Missouri

CITY COUNCIL

November 14, 2023 - 6:30 PM
CW&EP Community Room

AMENDED AGENDA

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance to Flag**
4. **Calling of the Roll**
5. **Reading and Consideration of Minutes of Previous Meeting**
    1. Approval of October 24, 2023 Minutes
6. **Presentations/Proclamations**
7. **Public Comments**
    (Each person addressing the Council shall state their name and address or the organization or firm represented and is limited to no more than five (5) minutes. The time may be extended by the chair if deemed necessary. Once a person has had their say on a particular issue they are not permitted to once again speak on the issue unless called to answer any further questions by the Council or Chair)
8. **Reports of Standing Committees**
    1. Agendas and Minutes of Standing Committees
9. **Reports from Special Committees and Board Liaisons**
    1. Agendas and Minutes of Special Committees
10. **Report of the Mayor**
11. **Reports/Remarks of Councilmembers**
    (Each Councilmember is limited to no more than two (2) minutes. The time may be extended by the Chair if deemed necessary. Once a Councilmember has had their say on a particular issue they are not permitted to once again speak on the issue unless permitted by the Chair)
12. **Administrative Reports**
    1. City Administrator's Report
    2. Financial Reports
13. **Report of Claims Presented Against the City**
    1. Motion and a second to approve the Claims
14. **Public Hearings**
15. **Old Business**
    1. C.B. 23-74 -- An Ordinance to enter into a Memorandum of Understanding Agreement with the Missouri Highways and Transportation Commission, for a Growing Together Agreement for the Roundabout on Route 571 and

Fairlawn/Garrison/Elk in the City of Carthage, Missouri.

2. C.B. 23-75 -- An Ordinance to amend sections of Chapter 13 of the Carthage Code by adding a section for Loitering in the City of Carthage, Missouri.

16. New Business

1. C.B. 23-76 -- An Ordinance authorizing the Mayor to enter into a contract with Safe Haven Baby Boxes, Inc., an Indiana Non-profit Corporation, to provide and install newborn safety devices, in the City of Carthage, Missouri.

17. Mayor's Appointments

1. Ward 4 Council Member
2. Approval of Standing Committee's

18. Resolutions

1. Resolution 2016 -- A Resolution approving the declaration as surplus to the City's needs and authorizing the disposition of certain Public Works Department equipment.
2. Resolution 2017 -- A Resolution of the City of Carthage, Missouri, authorizing the Mayor to enter into an agreement with the Missouri Highways and Transportation Commission for a 5339 Capital Assistance Grant.

19. Closing Comments

20. Executive Session

21. Adjournment

1. Additional Packet Correspondence

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

City of Carthage, Missouri

CITY COUNCIL

October 24, 2023 - 6:30 PM
CW&EP community Room

MINUTES

The Carthage City Council met in regular session on the above date in the CW&EP Community Room at 06:30 PM with Mayor Dan Rife presiding.

Fire Chief Ryan Huntley gave the invocation.

Police Chief Bill Hawkins led the flag salute.

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

The following Department Heads were present: Police Chief Bill Hawkins, Fire Chief Ryan Huntley, Parks & Recreation Director Abi Almandinger and City Clerk Miranda Deal.

Mr. Elliff made a motion, seconded by Mr. Snow, to approve the minutes of the October 10, 2023 Council Meeting. Motion carried unanimously.

Mayor Rife reported that he presented the Alpha Delta Kappa Proclamation this past week.

During Citizen's Participation, Leanna Canfield, Executive Director of Vision Carthage, gave an update on what Vision Carthage had done over the third-quarter. She also spoke on activities and events that are to come in the fourth-quarter. Julie Reams, Chamber of Commerce President, gave an update on this years Maple Leaf events that have taken place over the month which ended on Saturday with the parade. She thanked all the City departments that helped out with all the different events that took place this year. Bill Putnam, 624 Belle Air, wanted to give recognize Mark Peterson for an award he received from the Midwest section of the Professional Golfer's Association. It is one of the highest awards that can be bestowed by the PGA and there were only 4 given in the entire Midwest. Jana Schramm, 1521 Grand, thanked Julie for the Maple Leaf Festival and she thanked Council and staff for providing the live stream of the meetings. She also wanted to congratulate Walker Lasley on his Eagle Scout progress, she stated that all three of her boys were Eagle Scouts and they were proud of it. She also asked about the date for the joint meeting between CW&EP and the Council. She also wanted to inform everyone about a political action committee. Carthage Citizen's United has been formed and registered with the Missouri Ethics Commission as a continuing committee, which she and Bill Putnam are Treasurer and Vice-Treasurer of.

Mr. Snow reported the Budget Ways & Means Committee is between meetings. The next meeting will be November 13th at 5:30.

Ms. Blair reported that the Committee on Insurance met on this day and approved claims. It was also reported that Ms. Cox and Mr. Miller met with the insurance reps regarding health insurance renewal rates and they are going to continue to negotiate for a better rate even though the rate was under the 10% increase that was budgeted for. The next meeting is November 14th at 5:30.

Mr. Elliff reported that the Public Safety Committee met October 16th. The committee discussed the safe haven baby boxes again. Mr. Elliff made a motion, seconded by Mr. Snow, to keep moving forward with the process of getting the baby box at the south fire station, pending the review of the contract by Mr. Dally. There will be a Council Bill later for the official approval. Motion carried. Also discussed were the street closures for the Christmas Parade that is put on by SkillsUSA. This was pending at the time of the meeting until the school could provide insurance information. Mr. Huntley let the Council know that the school had obtained the necessary insurance and that they were good to go. Mr. Elliff made a motion, seconded by Mr. Snow to close Chestnut, 9th, 10th, and 11th from Lyon to Grant, the entire square, Main from 11th to 3rd, and Grant from Chestnut to 3rd on December 4 from 5-8 pm. Motion carried. The committee also discussed Council Bill 23-75 regarding loitering and camping, as well as, Resolution 2015 for the donation to the Fire Department. The Fire Department recently received bids for Res-Q jacks. There were three bids received and Chief Huntley requested that the middle bid be accepted, due to the training and delivery of product that is included with the price. Mr. Elliff made a motion, seconded by Mr. Taylor to approve the bid from Hoffcomp for the Res Q jacks in the amount of $14,767.00. Motion carried. The next meeting is November 20th at 5:30.

Ms. Ensor reported the Public Service Committee met October 17th at 5:30. The committee discussed the bids that were received for outfield fencing at Carl Lewton Stadium. It would be a black 6 foot vinyl fence. Ms. Ensor made a motion, seconded by Ms. Heckmaster, to approve the bid from MW Fence for the amount of $22,993.27. Motion carried. The committee discussed and approved Council Bill 23-74 regarding the MOU with MODOT for the Fairlawn Roundabout maintenance and placement of the Maple Leaf sculpture, as well as Resolution 2013 to approve the grant from Steadley for the dog park. They also heard from Nancy Sanchez who would like to have an inflatable bounce house at Central Park on October 28. Ms. Ensor made a motion, seconded by Ms. Blair, to allow the bounce house at Central Park on October 28. Motion carried. At the previous committee meeting, there were some bids that were discussed but they needed to be approved by Council. Ms. Ensor made a motion, seconded by Mr. Elliff to accept the bid for the 4 true pitch mounds from Gametime Athletics in the amount of $13,923.20. Motion carried. Ms. Ensor made a motion, seconded by Ms. Heckmaster, to approve the bid for golf chemicals from Advanced Turf Solutions in the amount of $52,666.08. Motion carried. She also reported on the various events that Memorial Hall will be hosting and the increase in golf rounds compared to this time last year. The next meeting is November 21st at 5:30.

Mr. Armstrong reported that the Public Works Committee is between meetings. The next meeting is November 7th at 5:30.

Special Committee and Board Liaison Reports were given by Mr. Elliff for the McCune Brooks Hospital Board, Jasper County Commission, and the Police and Fire Pension Committee and also Ms. Blair for Carthage Humane Society.

Mayor Rife reported that he presented the Alpha Delta Kappa Proclamation to the teachers this past week and got a photo with them. He also thanked everyone involved with the Maple Leaf parade. He addressed Mr. Hardesty's resignation letter that was in the packet and asked for a motion to approve it. Ms. Ensor made a motion, seconded by Mr. Elliff, to accept the resignation of Ward 4 Council Member Ed Hardesty. Motion carried with Mr. Armstrong casting a nay vote.

During Remarks from Council Members, Ms. Ensor welcomed Leanna with Vision Carthage.Mr. Armstrong wanted to correct the number he quoted at the last meeting for those who were in attendance, he reported those in attendance at the last meeting was in the 90's, but it was only the 70's. He also reported that he was told there were 42 in attendance at this meeting. He apologized for anyone he may have offended about his Eagle Scout comments. He also mentioned that there was money budgeted for some renovations at City Hall, he believes the money could be better used to make Council Chambers bigger to accommodate more citizens. He would also like to see a policy where all committee meetings are live streamed and recorded for people to watch anytime. Since the attendance numbers were well below what could have fit at City Hall, Mr. Armstrong made a motion, seconded by Mr. Elliff, to return the Council meetings to Council Chambers. Ms. Cossey addressed issues that could potentially cause the large crowds again. Mr. Snow made a motion, seconded by Ms. Blair, to amend the original motion to move the Council meetings back to Council Chambers starting on the first December Council meeting. Motion carried with Mr. Armstrong and Mr. Elliff casting a nay vote. The original motion to move Council meetings back to City Hall was now amended to be moved back starting on the first December meeting. Motion carried unanimously. Mr. Snow wanted to recognize Chuck Bryant for an award he received from the MPUA. Mr. Elliff stated he would like to see more in the future relating to Council Bill 23-75 and the mental health issues that are involved with some of the homelessness. He also thanked Mr. Hardesty for his service to the City. Ms. Cossey thanked CW&EP for hosting the Council meetings. Thanks were extended by all to the Chamber and to the various City departments that were involved with the Maple Leaf parade.

City Attorney Nate Dally reported that not only is there a homelessness issue with people, but also with animals. The Humane Society is seeing record numbers of animals being taken out by animal control or surrendered by owners. He reported on the letter he sent to the old country club property owners regarding their proposed truckers lounge business. He stated he has reviewed the safe haven baby box contract and Ms. Cox was going to check with the City insurance regarding the box. He reported on the camping and loitering ordinance that was on the agenda, the Fair Acres property at the YMCA that the County will be deeding over to the City soon, and the dog park grant from Steadley. He also reminded everyone that the City was hosting a blood drive on October 25.

Police Chief Bill Hawkins reported that the Maple Leaf parade was a success. There was one incident that involved a few kids getting hurt by one of the floats, there was a 4 year old girl who got off the float to get a piece of candy and she was run over by the float and another kid who was 13 jumped down to save her before she got hit again, which resulted in getting himself ran over. There is going to be a special recognition for the 13 year old at his school October 25. He also reported that he has two cadets in the police academy and when they graduate, his department will be fully staffed.

Fire Chief Ryan Huntley reported that the pancake feed was a success and he thanked all of those involved with the parade.

Parks and Recreation Director Abi Almandinger reported that the stadium needed some repairs for it to be a fully functional baseball field, these repairs include the new fence and lighting. She also reported on the MODOT agreement for the roundabout, the new Memorial Hall programs, and increased golf rounds. She also invited everyone to the cannon unveiling on Friday at Central Park at 1 pm. She welcomed Leanna to Vision Carthage and looks forward to working with her. She also expressed her gratitude for Mr. Hardesty's support as the chair of the Public Services Committee.

The Committee on Claims filed a report in the amount of $1,813,305.88 against the following funds: General Revenue $1,225,226.68, Public Health $143,268.51, Lodging $612.14, Parks/Stormwater $71,234.74, Fire Protection $32,353.33, Golf $5,530.28, Capital Improvements $18,103.42, Parks and Recreation $3.78, Use Tax $17,239.10, Public Facilities $22,267.50, ARPA $789.47, Library $30,000, and Payroll $246,676.93. Ms. Blair made a motion, seconded by Ms. Ensor, to accept the report and allow the claims. Motion carried.

Under Old Business, C.B. 23-71 -- An Ordinance to enter into a Memorandum of Understanding Agreement with the Carthage Economic Development Corporation (CEDC), for the purchase and development of an industrial park, in the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Alan Snow, Mark Elliff, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 23-76.

C.B. 23-72 -- An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and the Missouri Highway and Transportation Commission providing replacement of Bridge on 3rd Street over a tributary of Spring River #0720003 in the City of Carthage Missouri was placed on second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Alan Snow, Mark Elliff, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 23-77.

C.B. 23-73 -- An Ordinance adjusting the Solid Waste Collection Rates in the City of Carthage pursuant to the Contract Agreement entered into the 1st day of October 2019, by and between the City of Carthage, Missouri, a Municipal Corporation, and Republic Services of Galena, Kansas was placed on second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Alan Snow, Mark Elliff, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 23-78.

Under New Business, C.B. 23-74 -- An Ordinance to enter into a Memorandum of Understanding Agreement with the Missouri Highways and Transportation Commission, for a Growing Together Agreement for the Roundabout on Route 571 and Fairlawn/Garrison/Elk in the City of Carthage, Missouri was placed on first reading with no action taken.

C.B. 23-75 -- An Ordinance to amend sections of Chapter 13 of the Carthage Code by adding a section for Loitering in the City of Carthage, Missouri was placed on first reading with no action taken.

Mr. Snow made a motion, seconded by Mr. Elliff, to adopt Resolution 2013 -- A Resolution of the City of Carthage, Missouri, authorizing the Mayor to accept a grant from the Steadley Trust in the amount of $10,000.00. Resolution 2013 was adopted after a roll call vote of 8 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Alan Snow, Mark Elliff, and Tiffany Cossey.

Ms. Ensor made a motion, seconded by Mr. Taylor, to adopt Resolution 2014 -- A Resolution of the City of Carthage, Missouri, authorizing the Mayor to enter into a contract with MW Fence for construction of outfield fencing for Carl Lewton Stadium in the amount of

$22,993.27, in the City of Carthage, Missouri. Resolution 2014 was adopted after a roll call vote of 8 yeas. Ayes: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Alan Snow, Mark Elliff, and Tiffany Cossey.

Mr. Elliff made a motion, seconded by Mr. Snow, to adopt Resolution 2015 -- 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. Resolution 2015 was adopted after a roll call vote of 8 yeas. Ayes: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Alan Snow, Mark Elliff, and Tiffany Cossey.

During Closing Comments, Mr. Snow congratulated the two high school girls who competed in the State high school golf tournament, he also wished the soccer and football teams good luck in their district games. Ms. Ensor stated Maple Leaf was fantastic and she is excited for Halloween next week. Mr. Armstrong told everyone that Central Park used to be a military burial ground during the Civil War and that the bodies were moved to a Springfield cemetery, however, it is believed that there may be a few left and that the cannon is being placed over where they are supposedly still buried. Ms. Blair welcomed Leanna and thanked Julie and the others for Maple Leaf. Ms. Heckmaster also thanked Julie and the other City staff for Maple Leaf.

Ms. Heckmaster made a motion, seconded by Ms. Ensor, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 8:06 p.m.

Dan Rife, Mayor

Miranda Deal, City Clerk

City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

October 24, 2023 - 5:30 PM
CW&EP Community Room

AGENDA

1. **Call to Order**
2. **Old Business**
    1. Approval of 10/10/23 Minutes
    2. Review & Approval of the Claims Report
3. **Citizens Participation**
   (Citizens wishing to speak should notify Department Head or Committee Chair in advance)
4. **New Business**
    1. Staff Reports
5. **Adjournment**

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

City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

October 24, 2023 - 5:30 PM
CW&EP Community Room

MINUTES

1. Call to Order

MEMBERS PRESENT: Robin Blair, Tiffany Cossey, Terri Heckmaster, Christopher Taylor

OTHER COUNCIL MEMBERS: Mayor Dan Rife

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

Chair Robin Blair called the meeting to order at 05:30 PM.

2. Old Business

1. Approval of 10/10/23 Minutes

ACTION:	Motion to accept/approve item 2.1. by Terri Heckmaster Motion passed with a 4:0
AYES:	Robin Blair, Tiffany Cossey, Terri Heckmaster, Christopher Taylor

2. Review & Approval of the Claims Report

ACTION:	Motion to accept/approve item 2.2. by Christopher Taylor Motion passed with a 4:0
AYES:	Robin Blair, Tiffany Cossey, Terri Heckmaster, Christopher Taylor

3. Citizens Participation

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

4. New Business

1. Staff Reports

Ms. Deal reported that Ms. Cox and Mr. Miller met with Assured Partners last week regarding the health insurance renewal rates. Anthem came back with an 8.56% increase for next year, but they are going to continue to negotiate for a better rate. There was a 10% increase put into the budget for this year.

Mr. Dagnan reported that there has been some conversation regarding the truckers lounge that is trying to be put into the old country club. One-third of the parking lot is City property and there has been a letter sent by Mr. Dally letting the property owners/tenants know that they are not to use any part of the City owned portion of that lot.

Ms. Cossey asked about the Peachtree CID, Mr. Dagnan stated that he had sent an email earlier in the day regarding the CID.

5. Adjournment

ACTION:	Motion to adjourn at 5:39 PM by Tiffany Cossey Motion passed with a 4:0
AYES:	Robin Blair, Tiffany Cossey, Terri Heckmaster, Christopher Taylor

City of Carthage, Missouri

PUBLIC SERVICES COMMITTEE

November 6, 2023 - 4:30 PM
CITY HALL 2ND FLOOR CONFERENCE ROOM

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 Michelle Steverson at the Parks & Recreation office at 417-237-7035, or email m.steverson@carthagemo.gov.)
4. **New Business**
    1. Consider & Discuss the Next Steps for the Parks Master Plan Strategy.
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

–NOTICE OF MEETING–

PUBLIC WORKS COMMITTEE

November 7, 2023

5:30 PM

CITY HALL

326 GRANT STREET

COUNCIL CHAMBERS

– AGENDA–

OLD BUSINESS

- **Consideration and approval of Minutes from previous meeting**
- **Further discussion of Comprehensive Plan**

CITIZENS PARTICIPATION

NEW BUSINESS

- **Surplus 2008 Chevy Silverado VIN #1GCEC14C28Z158810**

OTHER BUSINESS

STAFF REPORTS

- Zeb Carney & Greg Dagnan

ADJOURNMENT

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

POSTED: 11/03/2023

BY: Rachel Sutherland

PUBLIC WORKS COMMITTEE

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

"America's Maple Leaf City"

11-07-2023 PUBLIC WORKS COMMITTEE MEETING MINUTES

Committee Members present: David Armstrong, Brandi Ensor, Robin Blair and Chris Taylor

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

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

A motion was made by Chris Taylor to accept the minutes from the October 3, 2023 Committee meeting. All ayes, motion carried.

Old Business:

1. Discussion of Comprehensive Plan Amendment. David is very happy with the amendment and appreciates the great job done by Zanevan and The Public Works Dept.

A motion was made by Robin Blair to forward the Plan to Council for November 28, 2023 meeting, all ayes motion carried.

New Business:

1. Discussion to surplus 2008 Chevy Silverado VIN# 1GCEC14C28Z158810. Diamond Special Roads would like to have the truck. Brandi Ensor asked for clarification of Surplus Policy and it was explained that the Department Head can make the decision if the item is a surplus (given away).

Staff Reports:

Zeb reported on the following:

- Spire Gas needs a 10ft easement for a new main. This will follow Richard Webster Drive at Municipal Park
- Habitat for Humanity is buying a house on Prospect Ave and will be demolishing it. They are asking if 10th St, west of Prospect Ave, could be vacated and donated to them. The plan is to build two new houses.
- Invitation to bid on I-49 S Roundabout/Russell Smith Way has been published. The Bid opening will be held November 30, 2023 at 10am.
- 100 foot of the River St. sidewalk has been poured so far. The project started on November 1st.
- The RR crossing at Main needed to be elevated by 3", Bottom Line Co., from Pittsburg, Texas has completed this project.
- The old Tucker Seed Building has broken windows and the wood barriers have been kicked out. According to the owners, Bad Donkey, they will be starting to Demo the inside of the building on Monday, November 13, 2023. The Public Works Dept., will be checking to make sure this is being done.
- GE Tire building on McGregor & Oak has become a hazard, with the walls leaning over the sidewalk. According to Zanevan Engineering it is beyond repair. The City is considering demolishing the west 1/3 of the building.

- The remodel of City Council Chambers, to increase the seating capacity, should be completed the week of November 13, 2023.
- Public Works has hired a new Code Official II, Wyatt Hettinger. Wyatt is learning the job quickly, and should ready to go out on his own soon.
- The preparation to be able to start the Sidewalk Project for Downtown Square is approximately 50% complete. Should be ready to accept bids in approximately 6-8 months.
- Six New Construction Permits were issued for the month of October.
- December 15th is the date for the renewal of Contractors Licenses to begin.

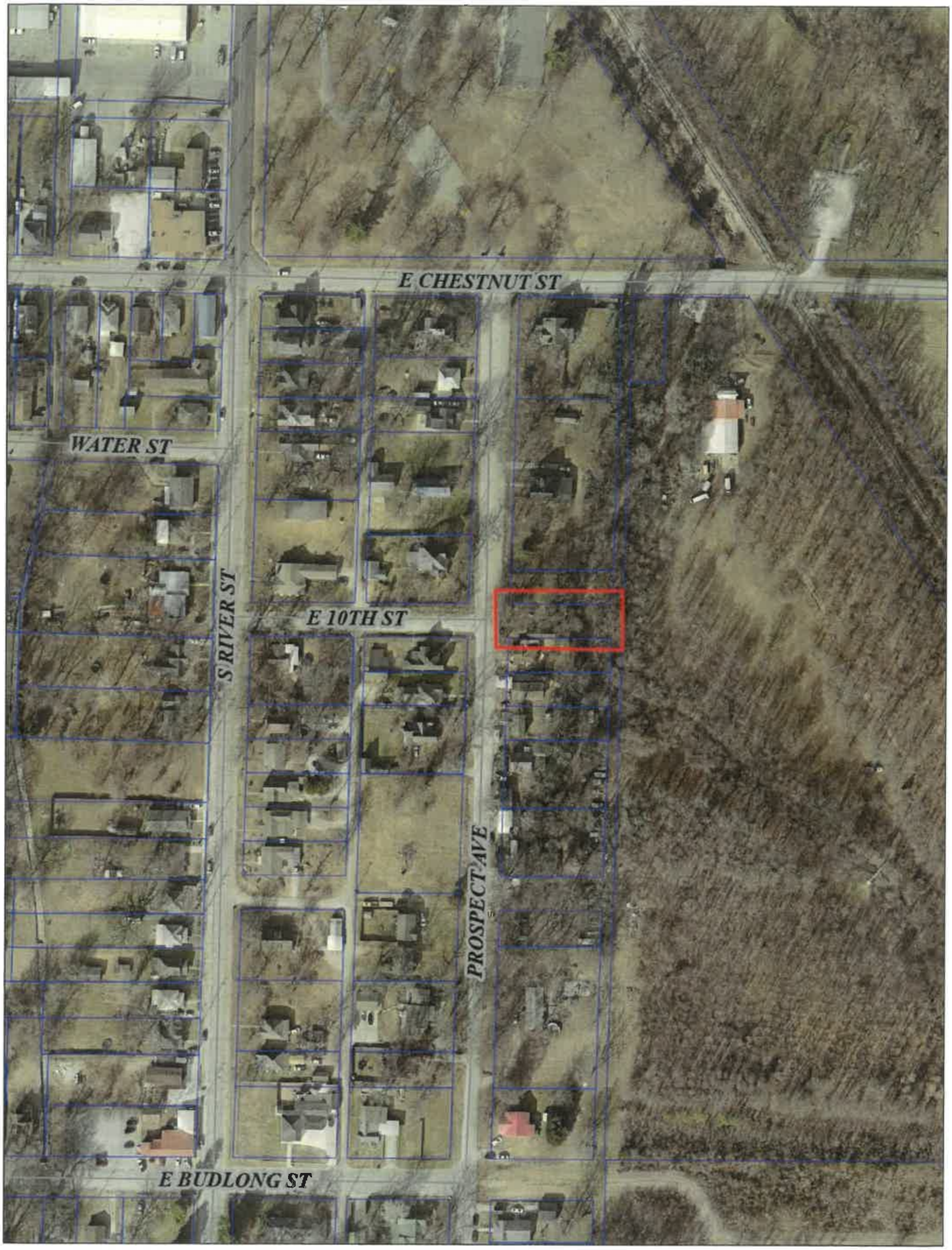
Greg reported on the following:

- Gave updates on the Peach Tree CID

No further discussion by committee.

Chris Taylor made a motion to adjourn the meeting at 6:32 p.m. All ayes, motion carried.


4" ST (1.5 psi)
Robert Ellis Young Dr
2" ST (35 psi)
Existing main
2" ST (35 psi)
Richard Webster Dr
Proposed 10' easement for new main
2" ST (35 psi)
2" ST (35 psi)
Richard Webster Dr
Municipal Park Trail
Robert Ellis Young Dr
Richard Webster Dr
2" ST (35 psi)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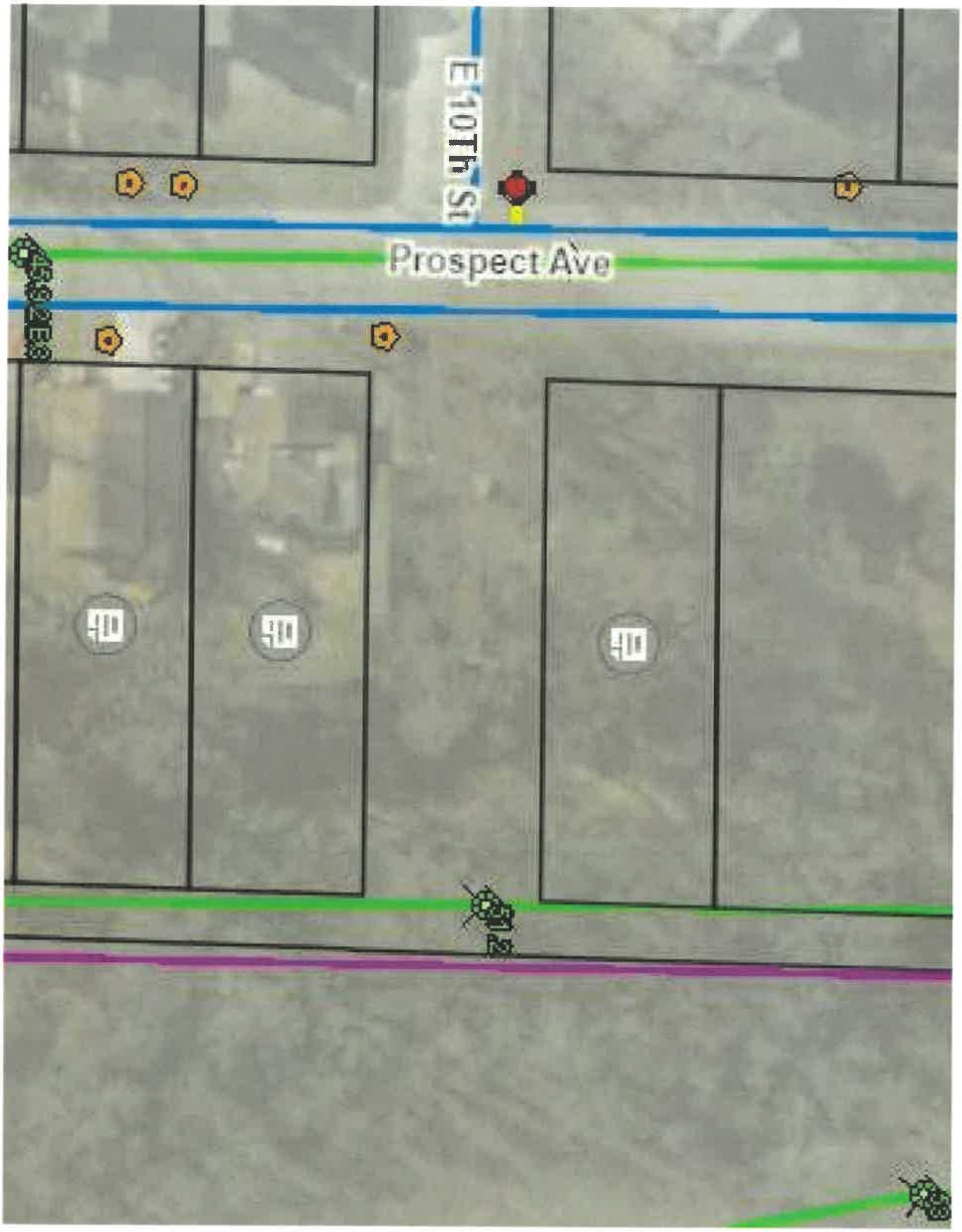

E 10Th St
Prospect Ave

City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

November 13, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. **Call to Order**
2. **Old Business**
    1. Approval of October 9, 2023 Minutes
3. **Citizens Participation**
    (Citizens wishing to speak should notify Department Head or Committee Chair in advance)
4. **New Business**
    1. Consider and Discuss accepting a bid from Carthage Hardware
    2. Consider and Discuss a resolution accepting a grant from MODot for the City taxi program.
    3. Consider and Discuss executing a contract with ClearGov.
    4. Staff Reports
5. **Adjournment**

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

AGENDA

Notice is hereby given that the Carthage Water & Electric Plant Board will meet October 25th, 2023, 4:00 p.m. at the CWEP Complex, 627 W. Centennial, Carthage. The tentative agenda of the regular meeting includes:

ADDITIONS TO THE AGENDA

APPROVAL OF THE BOARD MINUTES: September 21, 2023

APPROVAL OF DISBURSEMENTS: September $5,060,128.65

FINANCIAL STATEMENT: September

COMMITTEE REPORTS

CITIZENS PARTICIPATION PERIOD:

OLD BUSINESS: None.

NEW BUSINESS:

1. Consideration of Resolution 2023.10.01, A Resolution Adopting the Rural Economic Development Revolving Loan Fund Plan
2. Consideration of bids for Wastewater Treatment Plant Clarifier Painting
3. Consideration of bids for Diesel Crew Cab Truck
4. Recommendation of Hydraulic Excavator Lease Extension

STAFF REPORTS

BOARD MEMBER COMMENTS

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

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

CWEP
BOARD MEETING MINUTES

October 25, 2023

The Carthage Water & Electric Plant Board met in regular session October 25, 2023, 4:00 p.m. at the CWEP Office, 627 W Centennial, Carthage, MO.

Board:

☒Brian Schmidt - President	☒ Sid Teel - Member
☒Ron Ross- Vice President	☒Tom Garrison – Member
☒Darren Collier -Secretary	☒ G. Stephen Beimdiek- Member
☒Alan Snow -Liaison	

Staff:

☒Chuck Bryant-General Manager	☐Jason Choate-Director of Water Services
☒Cassandra Ludwig-General Counsel	☒Kelli Nugent/CFO*
☐Jason Peterson-Director of IT & Broadband	☒Kevin Emery-Director of Power Services
☒Megan Kirby- Executive Assistant	☐Stephanie Howard-Director of Business & ED

* Attended via videoconference

President Schmidt called the meeting to order at 4:00 p.m.

ADDITIONS/CHANGES TO THE AGENDA:

Staff and Board members that were present introduced themselves to the two new board members, Sid Teel and Tom Garrison.

APPROVAL OF MINUTES:

A motion by Beimdiek and seconded by Collier to approve the minutes of the regular meeting of September 21, 2023, as presented, passed unanimously.

APPROVAL OF DISBURSEMENTS:

A motion by Ross and seconded by Beimdiek to approve disbursements for September in the amount of $5,060,128.65, passed unanimously.

FINANCIAL STATEMENT:

GM Bryant presented the September 2023 financials to the Board, noting that combined net income exceeded budget for the month and year to date. Combined operating expenses were under budget for the month and combined operating revenues exceeded budget for the month. Purchased power expense for the month was slightly higher than budget, but lower than last year due to stabilizing marketing conditions. Notable expenses include repairs to cooling tower fans, ongoing engineering distribution system study expenses from prior year and the timing of tree trimming costs. Water revenues for the month of September were under budget. Wastewater revenues exceeded budget, and water operating expenses were under budget. Communication revenues were over budget due to higher-than-expected fiber installation revenue, and communication operating expenses continue to be less than budget partially due to key personnel vacancies in addition to the timing of budgeted amounts.

A motion by Beimdiek and seconded by Collier to approve the September 2023 financials passed unanimously.

COMMITTEE REPORTS: None.

CITIZENS PARTICIPATION PERIOD: None.

OLD BUSINESS: None.

NEW BUSINESS:

1. **Consideration of Resolution 2023.10.01, A Resolution Adopting the Rural Economic Development Revolving Loan Fund Plan**

GM Bryant presented Resolution 2023.10.01 to the Board, A resolution adopting the Rural Economic Development Revolving Loan Fund Plan. GM Bryant noted the application of the Rural Economic Development Loan Plan had previously been approved in July's Board meeting, and that this resolution adopting the Loan Fund Plan is the next step required.

A motion was made by Ross and seconded by Beimdiek to approve Resolution 2023.10.01, A Resolution adopting the Rural Economic Development Revolving Loan Fund Plan.

2. **Consideration of bids for Wastewater Treatment Plant Clarifier Painting**

GM Bryant noted bids were requested from contractors to provide industrial preparation and painting services that will comply with industry standards on a clarifier at the CWEP Wastewater Treatment Plant. He reported CWEP held two project site tours for interested respondents and contractors, which provided an opportunity to view the site and better understand the project and required work. Three contractors participated in the project site tours. CWEP received two bids for the painting project. Yakel Painting Company submitted a bid for $74,312.10, and Bussey's Painting, Inc. for $79,528.00. CWEP's estimated budget for this project was $77,000.00

After reviewing and evaluating both bids, Bryant recommends awarding this project to Yakel Painting Company in the amount of $74,312.10.

A motion by Beimdiek and seconded by Collier to approve awarding this project to Yakel Painting Company in the amount of $74,312.10, passed unanimously.

3. **Consideration of bids for Diesel Crew Cab Truck**

GM Bryant reported a request was issued seeking proposals on a new or used 3/4-ton 4x4 diesel crew cab truck for the electric distribution department. CWEP received a proposal from Rush Truck Centers, in Joplin, on a 2023 Ford F250 for $64,655.00. Premier Auto Sales in Carthage submitted a proposal on a 2022 model Ram 2500, with less than 90 miles and a full warranty, for $59,900.00. Both proposals came in under CWEP's budgeted amount of $80,250.00.

GM Bryant recommends awarding the purchase of the 2022 Ram 2500 truck to Premier Auto Sales in the amount of $59,900.00.

A motion by Ross and seconded by Beimdiek to award the purchase of the 2022 Ran 2500 truck to Premier Auto Sales in the amount of $59,900.00, passed unanimously.

4. **Recommendation of Hydraulic Excavator Lease Extension**

GM Bryant reported CWEP has the option to extend the lease on the current hydraulic excavator for another two years. The unit is still in good mechanical condition and should be able to continue providing services that the departments will need. The annual costs for extending the lease will decrease since the unit is a 2021 model. Fabick Cat will add the Powertrain and Hydraulics Warranty to this unit for 24 months or 1,000 hours. The annual cost to extend the lease for another two years will be $11,926.98. This renewal option will save CWEP approximately $7,700.00 per year instead of leasing a new model excavator.

After discussing the options, CWEP's departments determined the best and most economical decision would be to extend the current lease.

GM Bryant recommends that CWEP extend the lease on the existing excavator with Fabick Cat for another two years.

A motion by Beimdiek and seconded by Ross to extend the lease on the existing excavator with Fabick Cat for another two years, passed unanimously.

STAFF REPORTS:

GM Bryant spent some time talking about natural gas prices and how they are the driving force for deciding on whether to purchase or generate power. He gave an overview of Sikeston and Plum Point. He also discussed the process CWEP goes through during outages, noting all the statistical information collected helps make CWEP the most reliable utility in southwest Missouri.

GM Bryant gave an overview of the AMI System and praised Jason Peterson and Elvis Castor for all their efforts in the project. He noted that the two of them got an invite from the vendor of the project to present at the Itron conference.

General Counsel Ludwig noted staff is currently working with PCS on getting new statements designed that will include more usage information. PCS is also working on allowing customers to be able to login and view more usage information. Ludwig reported a commercial customer has filed for bankruptcy and noted the steps that will be taken going forward. Ludwig commended Meagan Milliken on a job well done and highlighted all her efforts with spearheading public power week events, Maple Leaf events and 125 Year Anniversary events in the past month.

Director of Power Services Emery informed the Board that the cause of the True up from Sikeston was due to a turbine being damaged and problem with the boiler. He reported crews are busy getting ready for Sparkle in the Park.

BOARD MEMBER COMMENTS:

Secretary Collier inquired about the status of the Salary Study. GM Bryant informed the Board that a committee has been formed that includes himself, Darren Collier, Brian Schmidt, Mark Elliff, Alan Snow and Traci Cox. GM Bryant estimated the Salary Study taking 4-5 months to complete.

Secretary Collier asked about changing the regular CWEP Board meeting time from 4:00pm to 3:00pm on every third Thursday of the month. Board President Schmidt suggested we table the idea until next Board meeting to allow time to think about it before making a decision.

Secretary Collier commended CWEP Staff on all their efforts in getting the community room ready for the City Council meeting and noted how great it looked.

Board Member Beimdiek acknowledged CWEP being featured as the Show me Magazine cover story and noted how great that was for the company.

City Council Member Snow praised Meagan Milliken on a fantastic job with all the community events in the past month.

Vice President Ross commented on the impressive tree trimming work being done.

Board Member Garrison commended CWEP and all the work they do, he understands there is a lot to learn and is proud to be a part of it.

Board Member Teel expressed his appreciation to join the Board.

At 5:39, a motion by Beimdiek and seconded by Collier to adjourn the meeting passed unanimously.

____
President – Brian Schmidt

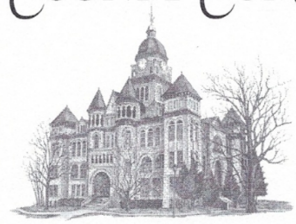
____
Secretary – Darren Collier

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Darieus K. Adams
Western District Commissioner

JASPER COUNTY COMMISSION



302 S. Main ST
Carthage, MO 64836

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

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

COMMISSION AGENDA
OCTOBER 31, 2023
9:00 A.M.
JASPER COUNTY COURTHOUSE ROOM 101

1. CALL TO ORDER
   PRAYER
   PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
4. PRESENTATIONS
   - **Jasper County Clerk/Jasper County Collector-Present Railroad and Utility Aggregate Abstract and Land and Personal Tax Aggregate Abstract**
5. REPORTS AND COMMUNICATIONS
6. ELECTED OFFICIALS/CITIZENS REQUESTS
7. COMMISSIONER'S REPORTS
8. UNFINISHED BUSINESS
9. NEW BUSINESS
   - **Act on Agreement with the City of Joplin for the 20th Street Improvement Project**
   - **Act on Emergency Replacement of One of the Heat and Air Units at the Jasper County Sheriff's Department.**
10. PUBLIC HEARINGS

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

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

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

NOTICE POSTED OCTOBER 27, 2023 AT 4:00 P.M. (RSMO 610.020)

AGENDA

Planning, Zoning, and Historic Preservation Commission
Monday, November 6, 2023 5:30 pm
City Hall Chambers
326 Grant St. / Carthage MO 64836

Call to Order

Minutes of Previous Meeting Monday, October 2, 2023

Public Hearing

NOTICE:
MEETING IS CANCELED

New Business

1. Discuss CLG Annual Report and Training

Old Business

Next Meeting: Monday, December 4, 2023

Adjourn

Commission Members

Voting Members:	Chairman	Jim Hunter	1514 S River	417-850-5355
	Vice Chairman	Jim Swatsenbarg	601 Howard	417-358-1690
	Secretary	Joshua Anderson	1205 S Main	417-793-2196
	Member	Alan Bull	614 E Centennial	417-388-2309
	Member	Bill Barksdale	1314 S Garrison	417-388-2464
	Member	Robin Harrison	721 E 10th	417-483-8835
	Member	Matt Smith	1022 E Chestnut	417-437-2281
Non-Voting Members:	Mayor	Dan Rife	City Hall	417-237-7003
	City Administrator	Greg Dagnan	City Hall	417-237-7003
	Asst. City Administrator	Traci Cox	City Hall	417-237-7003
	Councilmember	Mark Elliff	1511 Grand Ave	417-359-3662
Staff:	Public Works Director	Zeb Carney	Public Works Department	417-237-7010

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Darieus K. Adams
Western District Commissioner

JASPER COUNTY COMMISSION

302 S. Main ST
Carthage, MO 64836

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

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

COMMISSION AGENDA
NOVEMBER 7, 2023
9:00 A.M.
JASPER COUNTY COURTHOUSE ROOM 101

1. CALL TO ORDER
   PRAYER
   PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
4. PRESENTATIONS
5. REPORTS AND COMMUNICATIONS
6. ELECTED OFFICIALS/CITIZENS REQUESTS
7. COMMISSIONER'S REPORTS
8. UNFINISHED BUSINESS
9. NEW BUSINESS
   - **Act on Bid for the Body Scanner for the Jasper County Sheriff**
   - **Appoint Kevin Emery to the Environmental Task Force of Jasper and Newton Counties.**
10. PUBLIC HEARINGS

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

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

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

NOTICE POSTED NOVEMBER 3, 2023 AT 4:00 P.M. (RSMO 610.020)

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Darieus K. Adams
Western District Commissioner

JASPER COUNTY COMMISSION

302 S. Main ST
Carthage, MO 64836

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

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

COMMISSION AGENDA
NOVEMBER 14, 2023
9:00 A.M.
JASPER COUNTY COURTHOUSE ROOM 101

1. CALL TO ORDER
   PRAYER
   PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
4. PRESENTATIONS
   - **Harry S. Truman Coordinating Council-Austin Butera-Grant Information Presentation**
   - **Jasper County Auditor-Present Proposed 2024 Jasper County Budget**
   - **Jasper County Sheriff-Present Proposed Wellness Program for the Jasper County Sheriff's Office.**
5. REPORTS AND COMMUNICATIONS
6. ELECTED OFFICIALS/CITIZENS REQUESTS
7. COMMISSIONER'S REPORTS
8. UNFINISHED BUSINESS
9. NEW BUSINESS
10. PUBLIC HEARINGS

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

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

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

NOTICE POSTED NOVEMBER 9, 2023 AT 4:00 P.M. (RSMO 610.020)

CARTHAGE PUBLIC LIBRARY BOARD OF TRUSTEES
Tuesday, November 14, 2023 5:15 p.m.

Carthage Public Library Board Room
612 S. Garrison Ave.

AGENDA
Roll Call of Members

Minutes from the Last Meeting

Financial Reports

Director's Progress and Service Report

President's Message

Council Liaison's Report

Committee Reports
- Building Committee
- Budget Committee
- Community Relations
- By-Laws
- Library Gardens
- ADA Compliance
- Communications
- Compensation/Wages
- New Business
- Payment of Bills
- Adjournment

City Administrator's Report

10/20/23-11/09/23

City Staff and Internal Projects

- City Comprehensive Plan, being directed to Council 11/28
- Auditing Boards and Commissions List for Compliance (complete and discussed with Mayor)
- Forensic Audit is complete, DRAFT report has been given to PD
- Uniform Purchasing, RFPs received and were presented to the budget committee on 11/13.
- The golf Staffing plan is complete, presentation to city administration next week
- LAGERS invited to City to present to City Employees (HR)
- Met with vendor for new desks in the council chambers
- Meeting with Work Comp Provider
- Still working with Spencer/Fane and Gilmore Bell on respective projects
- Preliminary meeting regarding major CBDG sidewalk project
- Continuing communication with OpenGov
- Attended PlacerAI demo

Community

- Met with Lamar/Barton County Leaders (Meet and Greet)
- Treats on the Square (City hall staff)
- Phone conversation with Humane Society Director (Future joint meeting planned)
- City-Sponsored Blood Drive
- Central Park Cannon unveiling
- Jasper County Commission Meeting
- Region M Board
- 2 Sunshine Requests pending
- Meeting with Chamber Representatives regarding future projects

Meetings

- Jasper County Emergency Services Board Meeting and Hiring Session
- Met with Baker Tilly representatives
- Public Services Meeting
- Meetings with Economic Development Director
- Several Meetings with Mayor and various department heads including Bi-Weekly staff meeting

From the Team

- FIT firefighter program working well and FD is fully staffed
- Engineering for the Downtown sidewalk project started
- Bid invitation for the I-49 roundabout is out
- Leaf Pick up Beginning Monday
- First Rec Classes at MH were very well attended.
- Kellogg Lake Ribbon Cutting is 11/21. First ever playground there.
- Rock Stadium continues to get closer to being restored (fencing is up)

Monthly Budget

- Updated after budget meeting

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: OCTOBER 31ST, 2023

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUES					
110-GENERAL REVENUE	14,003,205.00	874,083.88	3,565,479.00	25.46	10,437,726.00
121-PUBLIC HEALTH	253,000.00	9,351.18	53,097.51	20.99	199,902.49
122-LANDFILL CLOSURE	7,500.00	4,423.23	17,394.61	231.93	(9,894.61)
123-LODGING TAX	255,600.00	9,356.15	51,334.04	20.08	204,265.96
124-CIVIC ENHANCEMENT	800.00	297.29	874.19	109.27	(74.19)
125-STORMWATER	100.00	47.98	181.07	181.07	(81.07)
126-PUBLIC SAFETY GRANT	0.00	96,000.00	95,604.99	0.00	(95,604.99)
127-CDBG	0.00	0.00	0.00	0.00	0.00
128-PARKS/STM WTR	1,476,408.00	131,109.05	520,599.24	35.26	955,808.76
129-TIF & CID SPECIAL TAX	600.00	239.59	904.12	150.69	(304.12)
130-INMATE SECURITY FUND	3,500.00	459.25	1,399.55	39.99	2,100.45
131-FIRE PROTECTION TAX	758,200.00	71,801.12	283,618.80	37.41	474,581.20
141-FAIR ACRES SPORTS COM	0.00	0.00	0.00	0.00	0.00
142-GOLF COURSE	643,300.00	85,997.97	389,011.05	60.47	254,288.95
161-CAPITAL IMPROVEMENTS	2,377,595.00	139,797.57	552,540.69	23.24	1,825,054.31
162-PARKS & RECREATION	267,716.00	764.64	9,888.06	3.69	257,827.94
163-MYERS PARK	1,155,849.00	3,612.56	13,672.78	1.18	1,142,176.22
164-JUDICIAL EDUCATION FU	100.00	4.39	7.29	7.29	92.71
165-USE TAX	954,050.00	0.00	18,875.32	1.98	935,174.68
175-Public Fac/Bond Fund	4,550,000.00	15,401.89	(196,412.52)	4.32-	4,746,412.52
221-ECONOMIC DEVELOPMENT	33,519.00	68.34	257.89	0.77	33,261.11
222-AMERICAN RESCUE PLAN	0.00	7,103.32	27,149.90	0.00	(27,149.90)
341-CW & EP	0.00	0.00	0.00	0.00	0.00
342-MCCUNE-BROOKS HOSPITA	0.00	0.00	0.00	0.00	0.00
343-LIBRARY OPERATING	0.00	14,362.44	58,896.15	0.00	(58,896.15)
344-LIBRARY BUILDING	0.00	0.00	0.00	0.00	0.00
345-POWERS MUSEUM	0.00	0.00	0.00	0.00	0.00
346-POWERS CAPITAL	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	26,741,042.00	1,464,281.84	5,464,373.73	20.43	21,276,668.27
	=============	=============	=============	=======	=============

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
EXPENDITURES					
110-GENERAL REVENUE	19,601,136.00	2,330,549.82	5,154,905.27	26.30	14,446,230.73
121-PUBLIC HEALTH	289,502.00	22,636.50	91,541.07	31.62	197,960.93
122-LANDFILL CLOSURE	0.00	0.00	0.00	0.00	0.00
123-LODGING TAX	296,053.00	7,630.92	17,414.54	5.88	278,638.46
124-CIVIC ENHANCEMENT	0.00	0.00	0.00	0.00	0.00
125-STORMWATER	0.00	0.00	0.00	0.00	0.00
126-PUBLIC SAFETY GRANT	1,675.00	0.00	0.00	0.00	1,675.00
127-CDBG	0.00	0.00	0.00	0.00	0.00
128-PARKS/STM WTR	1,316,064.00	73,267.74	157,105.57	11.94	1,158,958.43
129-TIF & CID SPECIAL TAX	0.00	0.00	0.00	0.00	0.00
130-INMATE SECURITY FUND	0.00	0.00	0.00	0.00	0.00
131-FIRE PROTECTION TAX	999,678.00	33,529.33	68,183.21	6.82	931,494.79
141-FAIR ACRES SPORTS COM	0.00	0.00	0.00	0.00	0.00
142-GOLF COURSE	833,795.00	51,835.20	249,492.91	29.92	584,302.09
161-CAPITAL IMPROVEMENTS	3,257,780.00	31,258.05	108,573.49	3.33	3,149,206.51
162-PARKS & RECREATION	265,000.00	0.00	0.00	0.00	265,000.00
163-MYERS PARK	1,739,594.00	0.00	0.00	0.00	1,739,594.00
164-JUDICIAL EDUCATION FU	0.00	0.00	0.00	0.00	0.00
165-USE TAX	1,085,252.00	25,930.28	72,251.78	6.66	1,013,000.22
175-Public Fac/Bond Fund	8,200,637.00	33,565.50	45,353.00	0.55	8,155,284.00
221-ECONOMIC DEVELOPMENT	31,819.00	0.00	0.00	0.00	31,819.00
222-AMERICAN RESCUE PLAN	135,000.00	11,020.80	20,636.03	15.29	114,363.97
341-CW & EP	0.00	0.00	0.00	0.00	0.00
342-MCCUNE-BROOKS HOSPITA	0.00	0.00	0.00	0.00	0.00
343-LIBRARY OPERATING	0.00	55,000.00	165,000.00	0.00	(165,000.00)
344-LIBRARY BUILDING	0.00	0.00	0.00	0.00	0.00
345-POWERS MUSEUM	0.00	0.00	0.00	0.00	0.00
346-POWERS CAPITAL	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL EXPENDITURES	38,052,985.00	2,676,224.14	6,150,456.87	16.16	31,902,528.13
REVENUES OVER/(UNDER) EXPENDITURES	(11,311,943.00)	(1,211,942.30)	(686,083.14)		(10,625,859.86)

*** END OF REPORT ***

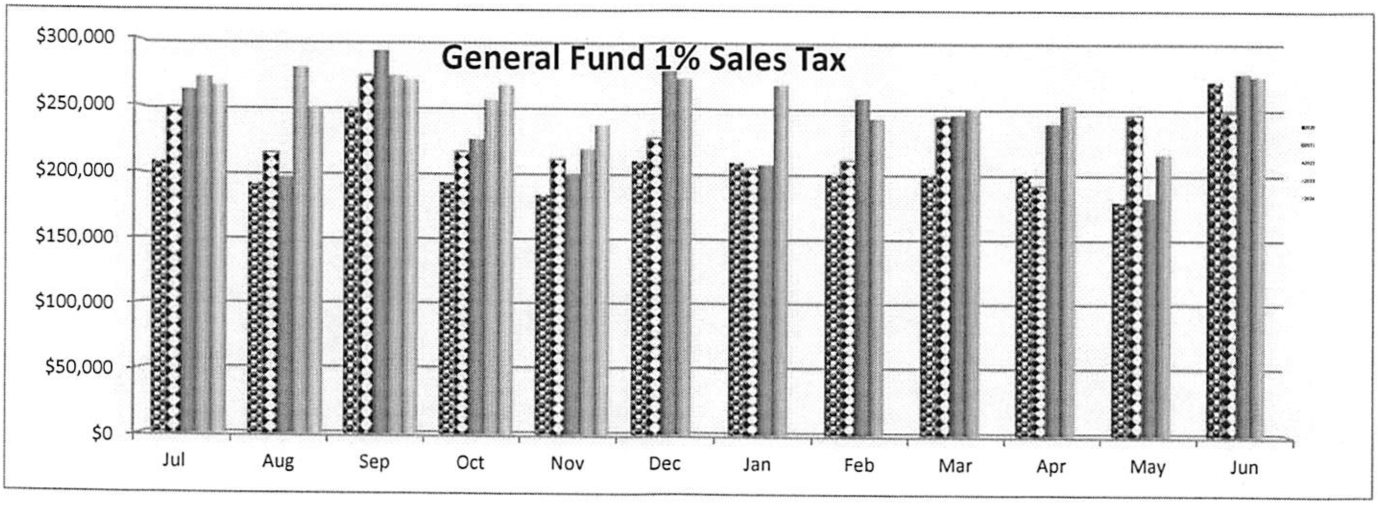
SALES TAX REPORT (UNAUDITED)

For the Month of: November FY 2023-24

City's 1% General Fund Sales Tax

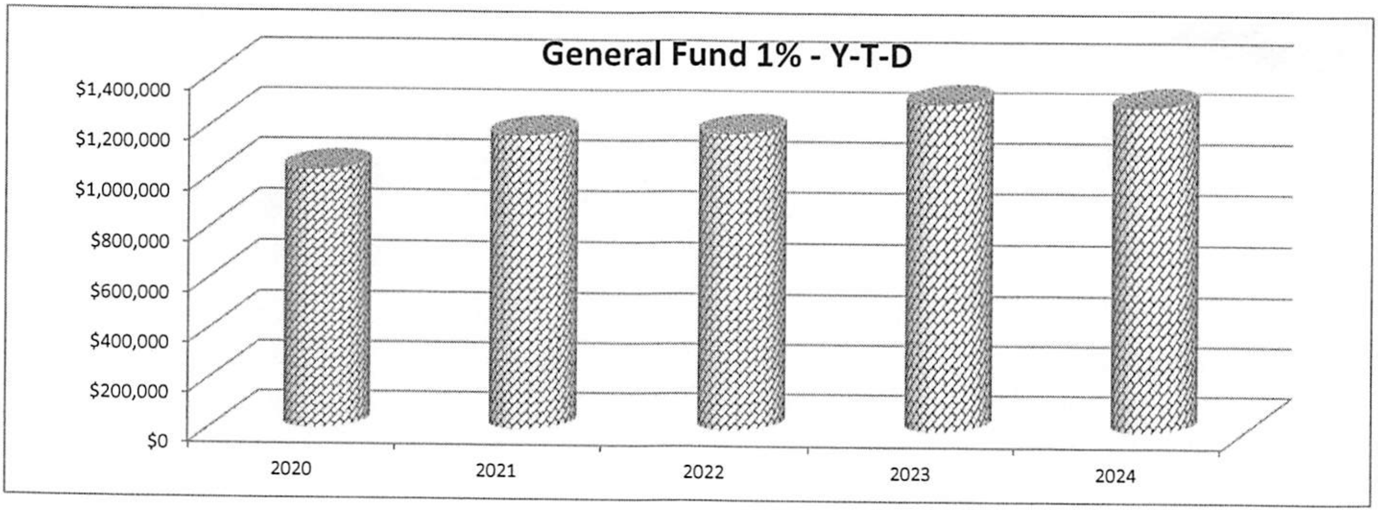
Current Month:	$ 236,337.56	Anticipated:	$ 220,542.47	% Difference	7.16%

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Current Month	$ 183,573.66	$ 210,407.33	$ 198,830.68	$ 218,375.57	$ 236,337.56
% Change		14.62%	-5.50%	9.83%	8.23%
$Change		$ 26,833.67	-$ 11,576.65	$ 19,544.89	$ 17,961.99



Year-To-Date:	$ 1,286,335.08	Budgeted:	$ 3,096,746.00	% Difference	58.46%

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Y-T-D	$ 1,024,021.34	$ 1,163,108.73	$ 1,174,850.70	$ 1,296,752.17	$ 1,286,335.08
% Change		13.58%	1.01%	10.38%	-0.80%
$Change		$ 139,087.39	$ 11,741.97	$ 121,901.47	-$ 10,417.09



Comments:

Currently, City Sales Taxes total 2.750%. This includes 1% General, .5% Transportation, .5% Capital Improvements, .5% Parks/Stormwater, and .25% Fire. Numbers are shown as received by the City. Receipts lag collections by approximately 2 months.

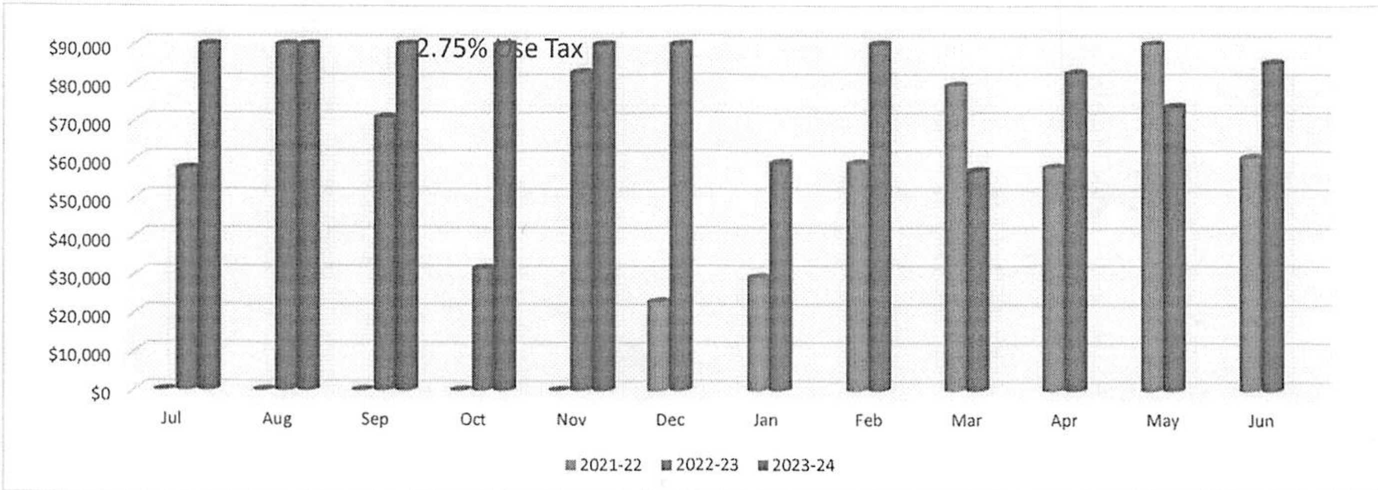
USE TAX REPORT (UNAUDITED)

For the Month of: **NOVEMBER FY 2023-24**

2.75% Use Tax 9

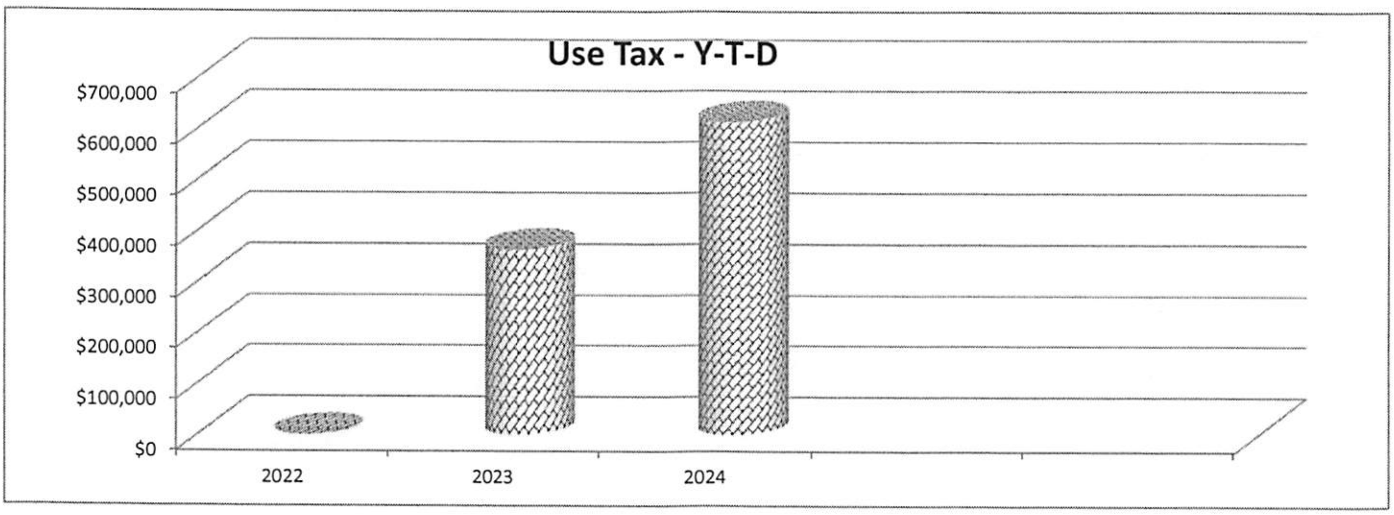
Current Month:	$ 118,916.49	Anticipated:	$ 85,520.47	% Difference	39.05%

	FY 2022	FY 2023	FY 2024
Current Month	$ 1.14	$ 82,782.60	$ 118,916.49
% Change			43.65%
$Change		$ 82,781.46	$ 36,133.89



Year-To-Date:	$ 613,904.07	Budgeted:	$ 953,975.00	% Difference	35.65%

	FY 2022	FY 2023	FY 2024
Y-T-D	$ 0.00	$ 363,645.59	$ 613,904.07
% Change			68.82%
$Change		$ 363,645.59	$ 250,258.48



Comments:

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

COUNCIL BILL NO. ___23-74___ **ORDINANCE NO.______**

An Ordinance to enter into a Memorandum of Understanding Agreement with the Missouri Highways and Transportation Commission, for a Growing Together Agreement for the Roundabout on Route 571 and Fairlawn/Garrison/Elk in the City of Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a Memorandum of Understanding with Missouri Highways and Transportation Commission, for a Growing Together Agreement for the Roundabout on Route 571 and Fairlawn/Garrison/Elk in the City of Carthage, Missouri, a copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF ____________________, 2023.

____
Dan Rife, Mayor

ATTEST:

____
Miranda Deal, City Clerk

Sponsored by: Public Services Committee

District: Southwest
RMS: Bundgard
ORG: 7G91

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

GROWING TOGETHER AGREEMENT

(check one)

__X__ 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	GENTERAL NOTES
C-2.0	PLAN & DETAILS

ROUNDABOUT LANDSCAPING

FOR

CARTHAGE, MISSOURI

OCTOBER 2023

CONTACT INFORMATION

CITY OF CARTHAGE PARKS DEPARTMENT
621 ROBERT ELLIS YOUNG DRIVE
CARTHAGE, MO 64836
ABI ALMANDINGER (PARKS DIRECTOR)
(417) 237-7035

UTILITIES INFORMATION

ELECTRIC
CARTHAGE WATER & ELECTRIC PLANT
627 W. CENTENNIAL AVE.
CARTHAGE, MO 64836
KEVIN EMERY
(417) 237-7309

WATER / SEWER
CARTHAGE WATER & ELECTRIC PLANT
627 W. CENTENNIAL AVE.
CARTHAGE, MO 64836
JASON CHOATE
(417) 237-7300

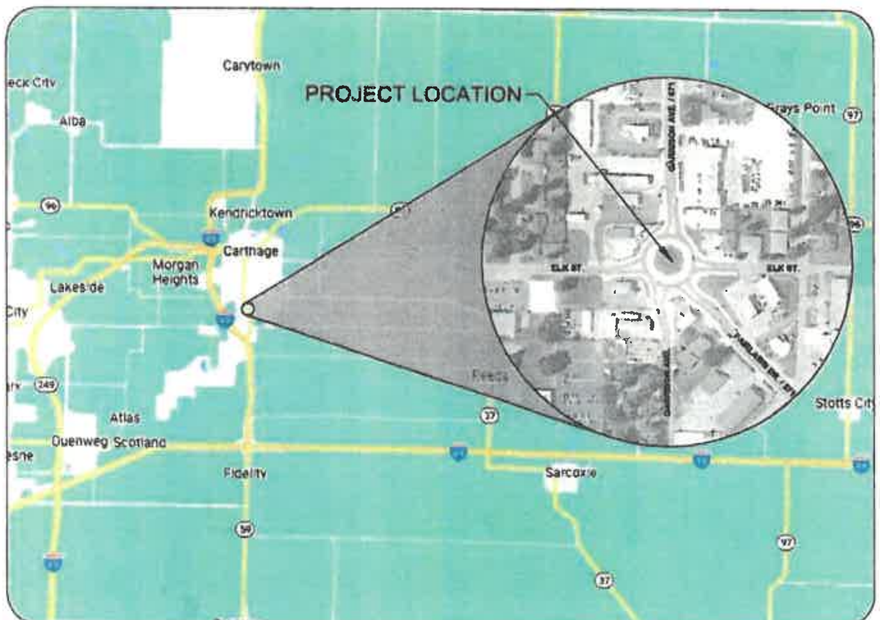
ELECTRIC
LIBERTY UTILITIES
3400 KODIAK ROAD
JOPLIN, MO 64804
WILL ENDICOTT
(417) 626-6103

TELEPHONE
A.T.&T.
321 W. 8TH ST.
JOPLIN, MO 64801
JOHN FISK

CABLE PROVIDER
OPTIMUM
TONY GILBERT

NATURAL GAS
SPIRE ENERGY
520 E. 5TH ST
JOPLIN, MO 64801
KEN STEGALL
(417) 626-4831

REVISION **REV. NO.**



PROJECT LOCATION MAP
NOT TO SCALE

ZONE
X
BFE
N/A
COMMUNITY
CARTHAGE, CITY OF

ZONING INFORMATION
A - FIRST DWELLING

DESIGN TEAMS

CIVIL ENGINEERING
ZANEVAN ENGINEERING
1221 OAK STREET
CARTHAGE, MO 64836
P.E. JASON ECKHART
(417) 840-1107

CALL OR CLICK 2 DAYS BEFORE YOU DIG
1-800-DIG-RITE or 811

CAUTION:
INFORMATION ON THIS DRAWING CONCERNING TYPE & LOCATION OF UNDERGROUND & OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE & LOCATION OF UNDERGROUND & OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS

NO.	DESCRIPTION	BY	DATE

ROUNDABOUT LANDSCAPING
FOR VISION CARTHAGE
INT. OF GARRISON AVE./RTE 571 & ELK ST.
CARTHAGE, MISSOURI

C-1.0
COVER SHEET
PROJECT NUMBER
230066

GENERAL NOTES:

1. ALL WORK, MATERIALS, AND DETAILS SHALL BE IN ACCORDANCE WITH THE MISSOURI STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND THE STANDARD SPECIFICATIONS FOR THE APPLICABLE CITY AND/OR COUNTY. CONTRACTORS SHALL OBTAIN A COPY OF THESE STANDARDS TO ENSURE COMPLIANCE.
2. EXISTING UTILITIES AND UNDERGROUND INSTALLATIONS HAVE BEEN LOCATED TO THE GREATEST EXTENT PRACTICAL THROUGH REVIEW OF CONSTRUCTION PLANS AND SURFACE OBSERVATIONS. THE CONTRACTOR SHALL FIELD VERIFY ALL HORIZONTAL AND VERTICAL LINES AND GRADES OF EXISTING UTILITIES PRIOR TO THE CONSTRUCTION OF IMPROVEMENTS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY UPON DISCOVERING A DISCREPANCY BETWEEN THE CONTRACT DRAWINGS AND ACTUAL FIELD CONDITIONS. CONTACT ONE CALL.
3. THE CONTRACTOR MUST COORDINATE CONSTRUCTION WITH THE NECESSARY AUTHORITIES.
4. NO WORK SHALL COMMENCE UNTIL ALL NECESSARY PERMITS ARE OBTAINED BY THE OWNER.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LINE AND GRADE STAKES.
6. CONTRACTOR SHALL REMOVE, PRESERVE, AND REPLACE ALL SIGNS, MAIL BOXES, FENCES, METAL FLAG POLE BASES AND THE LIKE, WITHIN THE LIMITS OF THE PROPOSED IMPROVEMENTS.
7. ALL TRAFFIC WAYS INCLUDING DRIVEWAYS, ALLEYWAYS, ETC., SHALL REMAIN ACCESSIBLE TO RESIDENTIAL AND EMERGENCY VEHICLES DURING PROJECT DURATION.
8. ALL CONSTRUCTION AND EXCAVATION ACTIVITIES SHALL BE CONFINED TO EASEMENTS, ROAD RIGHT-OF-WAY, AND/OR WORK AREA LIMITS AS SHOWN ON DRAWINGS.
9. CONTRACTOR SHALL RAISE OR LOWER ALL AFFECTED MANHOLE RIMS AND VALVE BOXES IN THE WORK AREA TO MATCH PROPOSED GRADE
10. ALL AREAS DISTURBED BY CONSTRUCTION ARE FIRST TO BE FINE GRADED AND THEN FOLLOWED BY SEED AND STRAW MULCH UNLESS OTHERWISE NOTED, OVER, MIN. 4" TOPSOIL STOCKPILED FROM SITE OR HAULED IN AS REQUIRED.
11. PROVIDE POSITIVE DRAINAGE FROM ALL IMPROVED AREAS, SO THAT RUNOFF DRAINS TO DRAIN WAYS.
12. ALL CONTOURS AND SPOT ELEVATIONS SHOWN ARE FINISH GRADE.
13. ANY DAMAGE TO EXISTING STRUCTURES, VEGETATION, OR IMPROVEMENTS RESULTING FROM NEW CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
14. ALL SIDEWALKS AND ADA RAMPS SHALL BE IN ACCORDANCE WITH ADA REGULATIONS.
15. EROSION CONTROL PLAN SHALL BE FOLLOWED AS DETAILED IN THE ACCOMPANYING SWPPP - STORMWATER POLLUTION PREVENTION PLAN. CONTRACTOR TO PROTECT ANY STORM INLETS, THAT RECEIVE STORM WATER FROM THE AREA OF CONSTRUCTION, FROM SEDIMENT. EROSION CONTROL DEVICES SHALL BE MAINTAINED DURING THE WHOLE CONSTRUCTION PERIOD BY THE CONTRACTOR. ALL EROSION CONTROL DEVICES, NOT LISTED IN THE PLANS, SHALL BE INCIDENTAL TO CONSTRUCTION.
16. ALL TRENCHES, WHICH LIE UNDER PROPOSED PAVEMENT, OR LIE WITHIN TWO FEET OF BACK OF CURB, SHALL BE BACKFILLED TO PAVEMENT SUB-GRADE WITH COMPACTED GRANULAR BACK FILL.
17. TRENCHES SHALL BE COMPACTED TO 95% STANDARD PROCTOR WHEN PIPES ARE LAID IN FILL.
18. ANY REMOVALS NECESSARY TO COMPLETE THE PROJECT AS SHOWN ON THE PLANS, BUT NOT QUANTIFIED IN THE REMOVAL OF IMPROVEMENTS PAY ITEM, SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT
19. CONTRACTOR SHALL LOCATE ALL SUMPHOUSE DRAIN LOCATIONS ALONG PROPOSED SIDEWALK AND INSTALL SIDEWALK DRAIN AS NECESSARY. ALL SIDEWALK DRAINS SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
20. ALL VALVES, LIDS AND BOXES LOCATED WITHIN THE PROPOSED SIDEWALK SHALL BE RAISED OR LOWERED AND MADE ADA COMPLIANT. ANY SUCH ITEMS NOT QUANTIFIED ON THE PAY ITEMS LIST, SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.

CURB & GUTTER CONSTRUCTION

1. CONTRACTOR TO SAW CUT EXISTING ASPHALT STREETS.
2. CURB & SIDEWALK SHALL MAINTAIN A UNIFORM GRADE WITH AS FEW BREAKS AS POSSIBLE.

STAGES OF CONSTRUCTION:

1. CONTRACTOR TO PERFORM DETAILED SITE INSPECTION TO LOCATE ALL EXISTING UTILITIES AND VERIFY ANY POSSIBLE CONFLICTS WITH PROPOSED IMPROVEMENTS PRIOR TO BEGINNING ANY CONSTRUCTION. CONTACT ENGINEER WITH ANY CONFLICTS.
2. INSTALLATION OF EROSION CONTROL MEASURES.
3. INSTALLATION OF ALL STORM WATER DRAINAGE IMPROVEMENTS.
4. FINAL GRADING.
5. PLACEMENT OF FINAL LANDSCAPING ITEMS AND SOD.
6. REMOVAL OF EROSION CONTROL MEASURES.

TURF REINFORCEMENT NOTE:

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

CAUTION:
CONTRACTOR SHALL FIELD VERIFY PROPOSED GRADES MATCH EXISTING ELEVATIONS AT INDICATED LOCATIONS. CONTRACTOR SHALL NOTIFY ENGINEER IF DISCREPANCY OCCURS.

THE DEPTH OF ALL EXISTING UTILITIES AS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL FIELD-VERIFY ACTUAL DEPTHS AT ALL CROSSINGS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER IF CONFLICT OCCURS.

UTILITY RELOCATIONS:
KNOWN CONFLICTING UTILITY MAINS SHALL BE RELOCATED BY OTHERS. SERVICE LINES IN CONFLICT SHALL BE RELOCATED DURING CONSTRUCTION. CONTRACTOR SHALL EXCAVATE AND EXPOSE EXISTING SERVICE LINES IN CONFLICT.

UTILITY PROVIDERS SHALL RELOCATE SERVICE LINES AND INSTALL NEW CONNECTIONS.

CONTRACTOR SHALL BACKFILL AND REPLACE PAVEMENT AFTER NEW SERVICE CONNECTIONS ARE COMPLETED.

NOTE FOR CURB AND GUTTER REPLACEMENT:
ALL NEW CURB AND GUTTER SHALL MEET APPLICABLE CITY AND/OR COUNTY SPECIFICATIONS AND STANDARD DETAILS. CONTRACTOR SHALL MATCH EXISTING GUTTER FLOW LINES FOR PLACEMENT OF NEW CURB AND GUTTER, EXCEPT WHERE STATED OTHERWISE ON THE PLANS.

CONTRACTOR SHALL GRADE FROM BACK OF CURB TO TEMPORARY CONSTRUCTION EASEMENT OR RIGHT OF WAY AS NECESSARY TO MAINTAIN POSITIVE DRAINAGE TO TOP OF CURB.

NOTES ON QUANTITIES:
PLAN QUANTITIES FOR STORM WATER PIPES, INCLUDE LENGTHS FOR FLARED END SECTIONS (WHERE REQUIRED). THE COST FOR FLARED END SECTIONS SHALL BE CONSIDERED COMPLETELY COVERED BY THE CONTRACT UNIT PRICE FOR APPLICABLE STORM WATER PIPE.
SAW CUT SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION. THE COST OF THIS WORK SHALL BE INCLUDED WITH THE PRICE FOR TYPE B (BARRIER) CURB & GUTTER AND WITH CONCRETE SIDEWALKS/DRIVEWAY ENTRANCES, 7" THICK.

ABBREVIATION TABLE

STA:	STATION
OFF	OFFSET
FL:	FLOW LINE
EG:	EXISTING GRADE
FG:	FINISH GRADE
BC:	BACK OF CURB
GL:	GUTTER LINE
EX.	EXISTING
PR.	PROPOSED
R/W	RIGHT-OF-WAY
ℙ	PROPERTY LINE
TBM	TEMPORARY BENCHMARK
CP	CONTROL POINT
℄	CENTERLINE
TYP.	TYPICAL
TEMP	TEMPORARY

LEGEND
(USED IN PLANS)

EXISTING STORM WATER
EXISTING FEATURE
EXISTING FENCE
EXISTING GUARDRAIL
SECTION LINE
EXISTING PROPERTY LINE
EXISTING EASEMENT
EXISTING GAS LINE
EXISTING WATER LINE
EXISTING SANITARY SEWER
EXISTING UNDERGROUND ELECTRIC
EXISTING OVERHEAD ELECTRIC
EXISTING UNDERGROUND TELEPHONE
EXISTING OVERHEAD TELEPHONE
EXISTING FIBER OPTIC
EXISTING UNDERGROUND CABLE TV
EXISTING OVERHEAD CABLE TV

PROPOSED STORM WATER
PROPOSED SILT FENCE

HEAVY DUTY PAVEMENT
PROPOSED ADA RAMP AREA (1V:12H MAX. SLOPE)

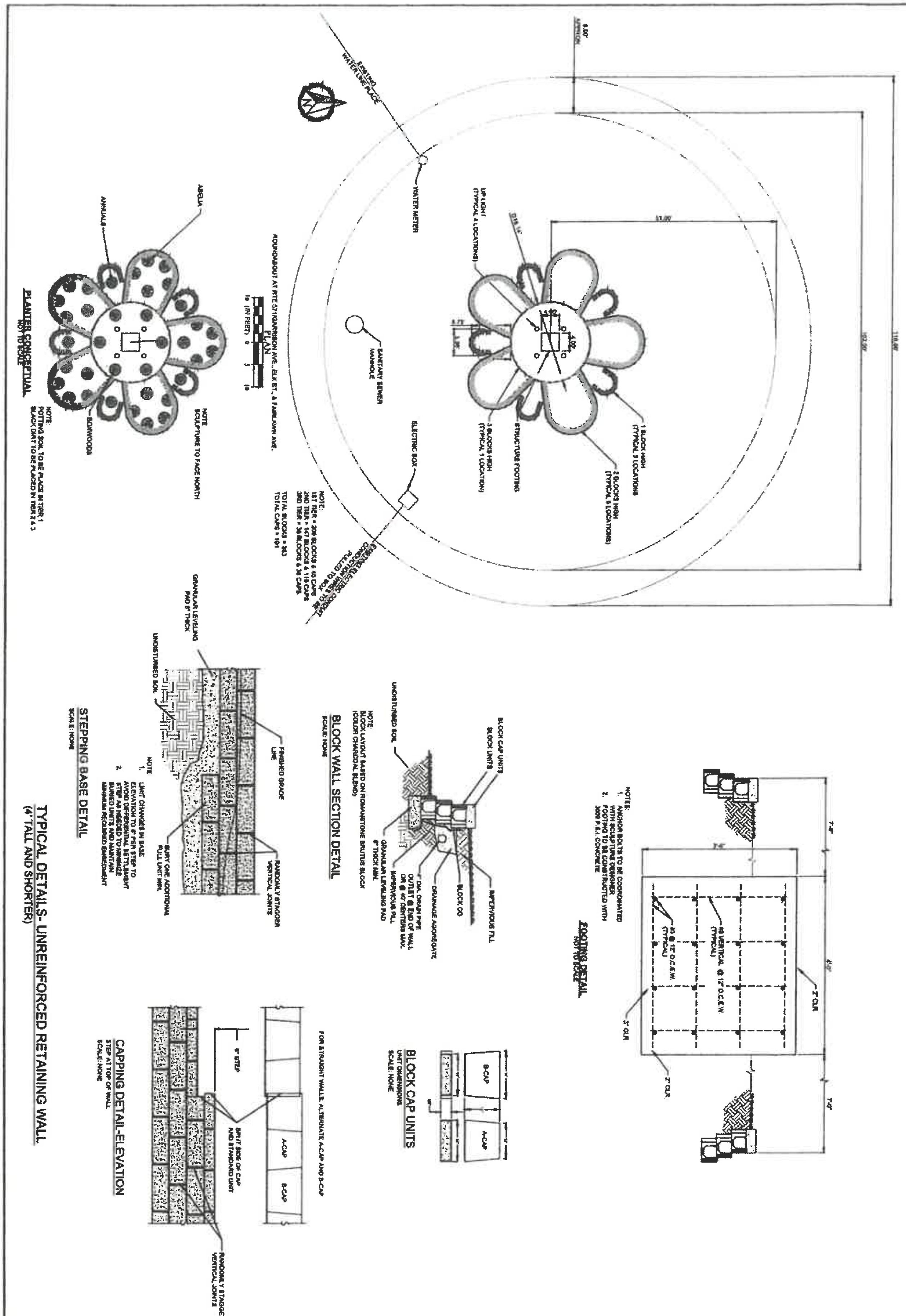
EXISTING MAILBOX
EXISTING STORM INLET
EXISTING WATER METER
EXISTING WATER VALVE
EXISTING FIRE HYDRANT
EXISTING SANITARY MANHOLE
EXISTING SANITARY CLEANOUT
EXISTING POWER POLE
EXISTING LIGHT POLE
EXISTING GUY WIRE ANCHOR
EXISTING GROUND LIGHT
EXISTING TELEPHONE PEDESTAL
EXISTING SIGN
EXISTING TREE
CONTROL POINT
FOUND CORNER
EXISTING BENCHMARK

REVISIONS			
NO.	DESCRIPTION	BY	DATE

PRELIMINARY NOT FOR CONSTRUCT

ROUNDABOUT LANDSCAPING
FOR VISION CARTHAGE
INT. OF GARRISON AVE./RTE 571 & ELK ST.

C-1.1
GENTERAL NOTES
PROJECT NUMBER
230066



C-2.0

PLAN & DETAILS

PROJECT NUMBER 230086

ROUNDABOUT LANDSCAPING
FOR VISION CARTHAGE

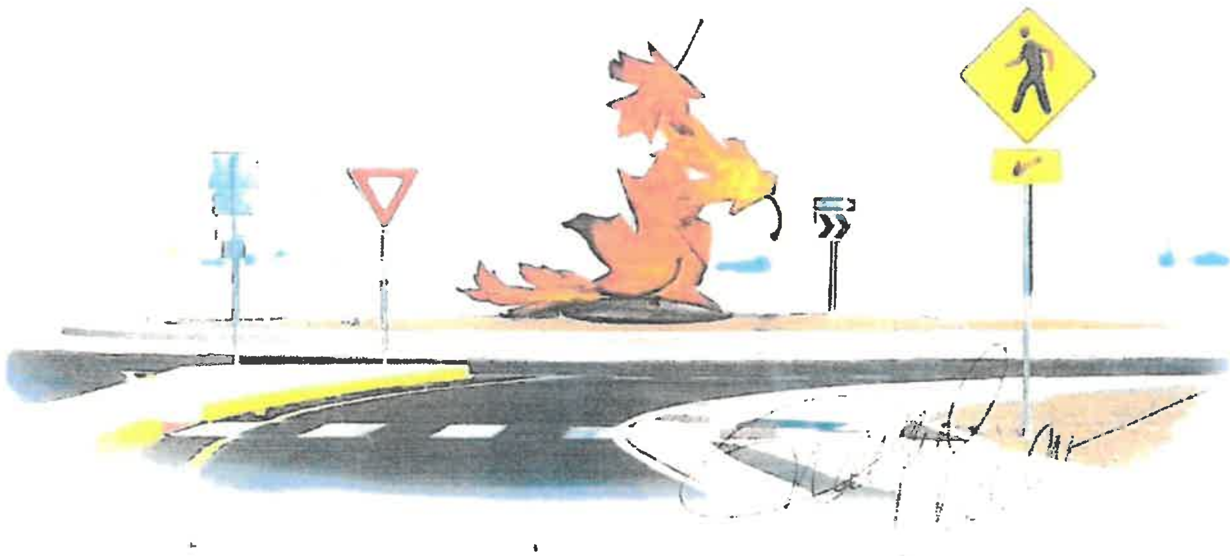
INT. OF GARRISON AVE./RTE 571 & ELK ST.

REVISIONS

NO.	DESCRIPTION	BY	DATE

PRELIMINARY NOT FOR CONSTRUC-

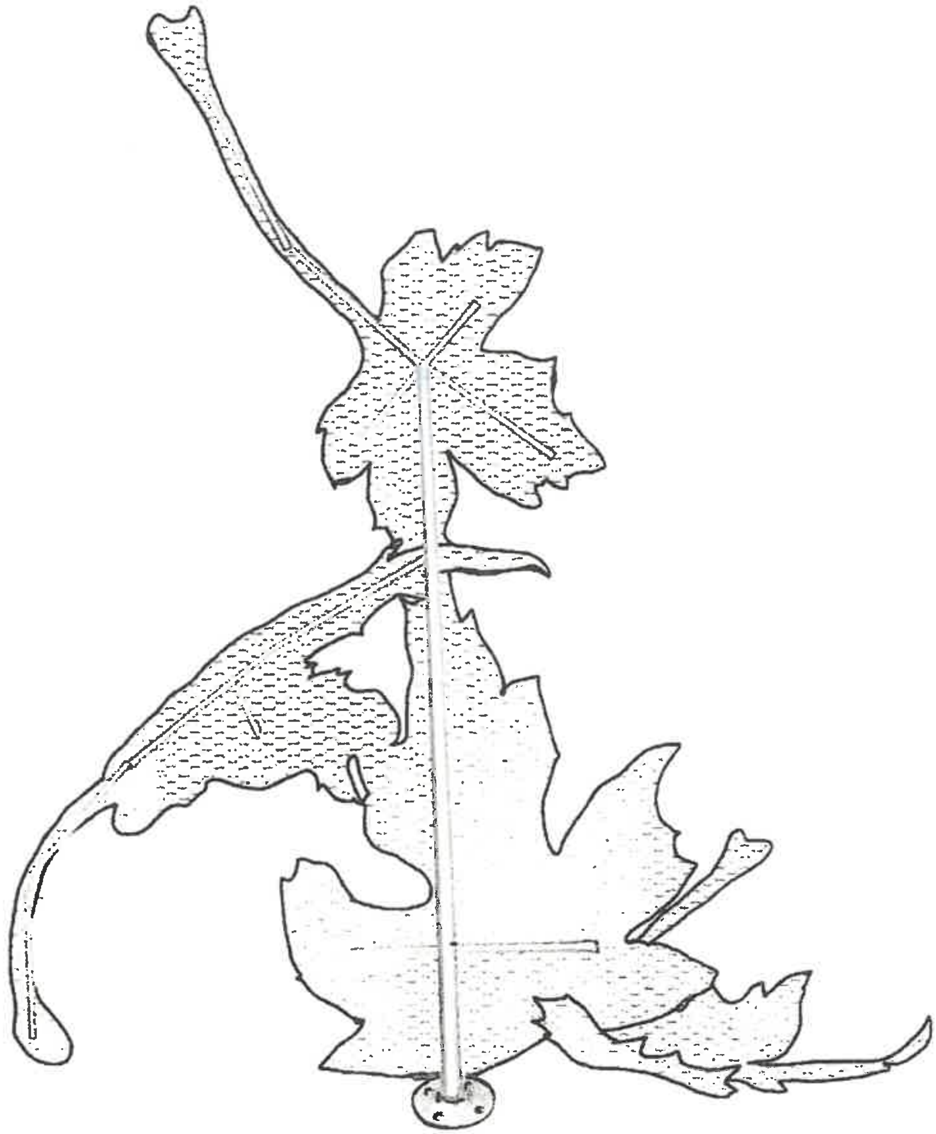
MAPLE LEAF SCULPTURE-ROUNDABOUT



Project Proposal

Materials and Structure

Prepared for: Jackie Boyer, Vision Carthage
Prepared by: Rachel Wilson, Artist
September 18, 2021



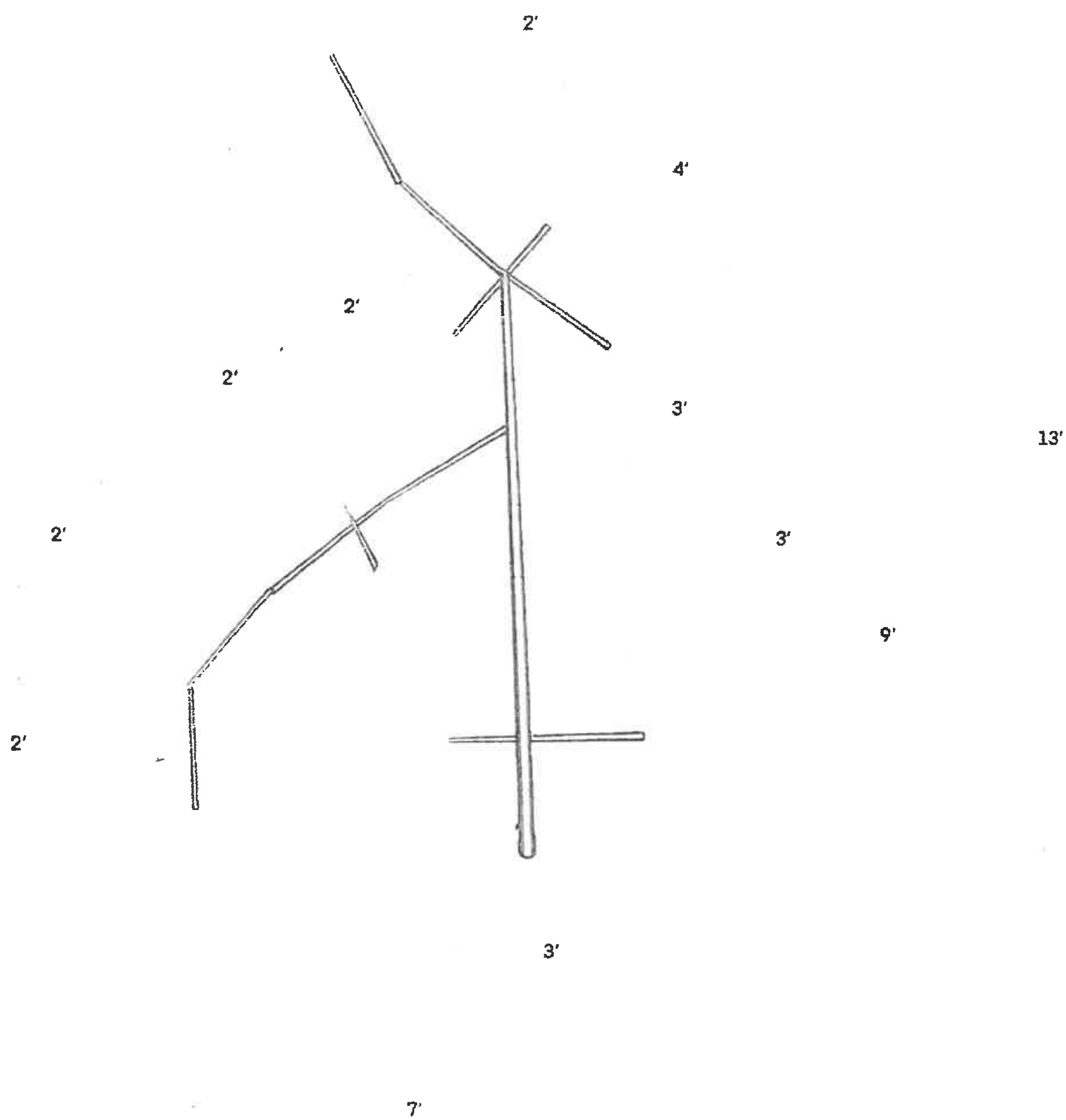
SCULPTURAL ARMATURE

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.

ROUNDABOUT MAPLE LEAF SCULPTURE - ARMATURE DIMENSIONS

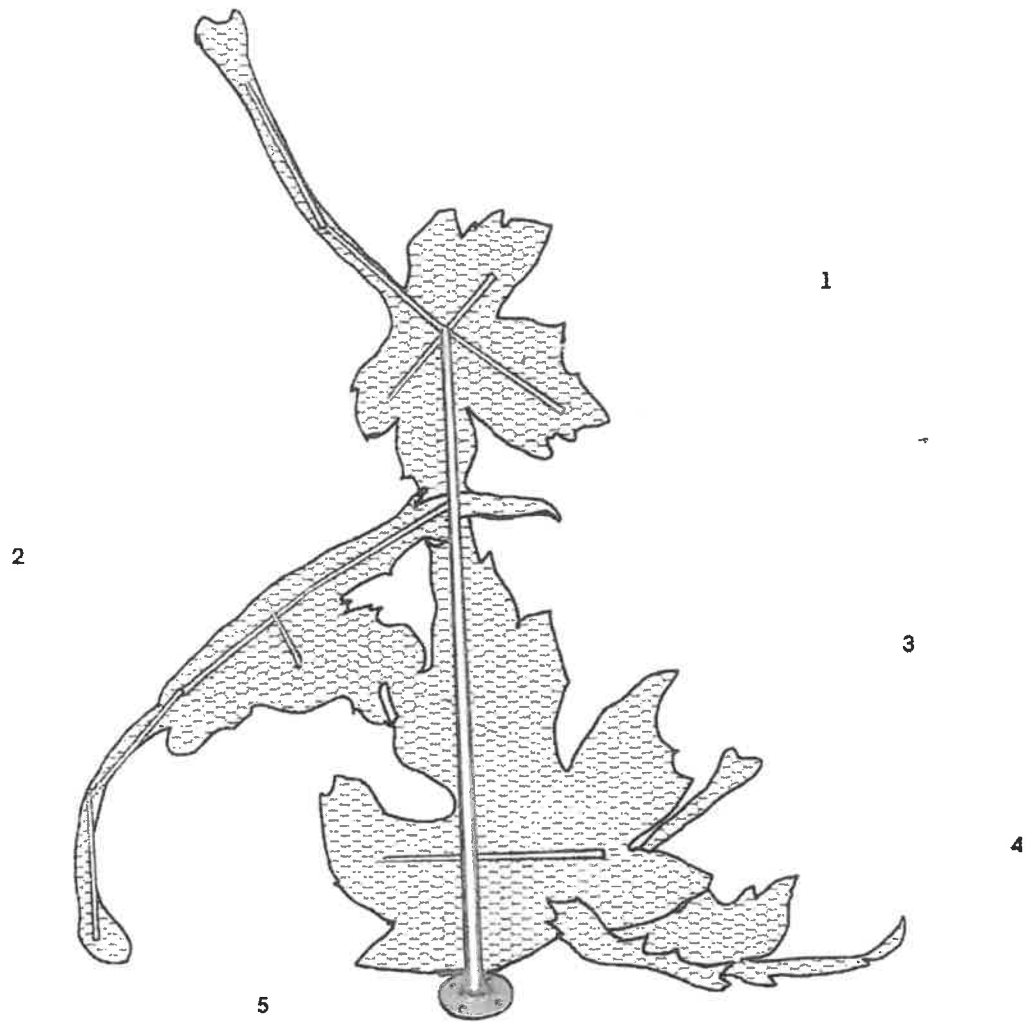
**measurements are approximated*



ROUNDABOUT 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

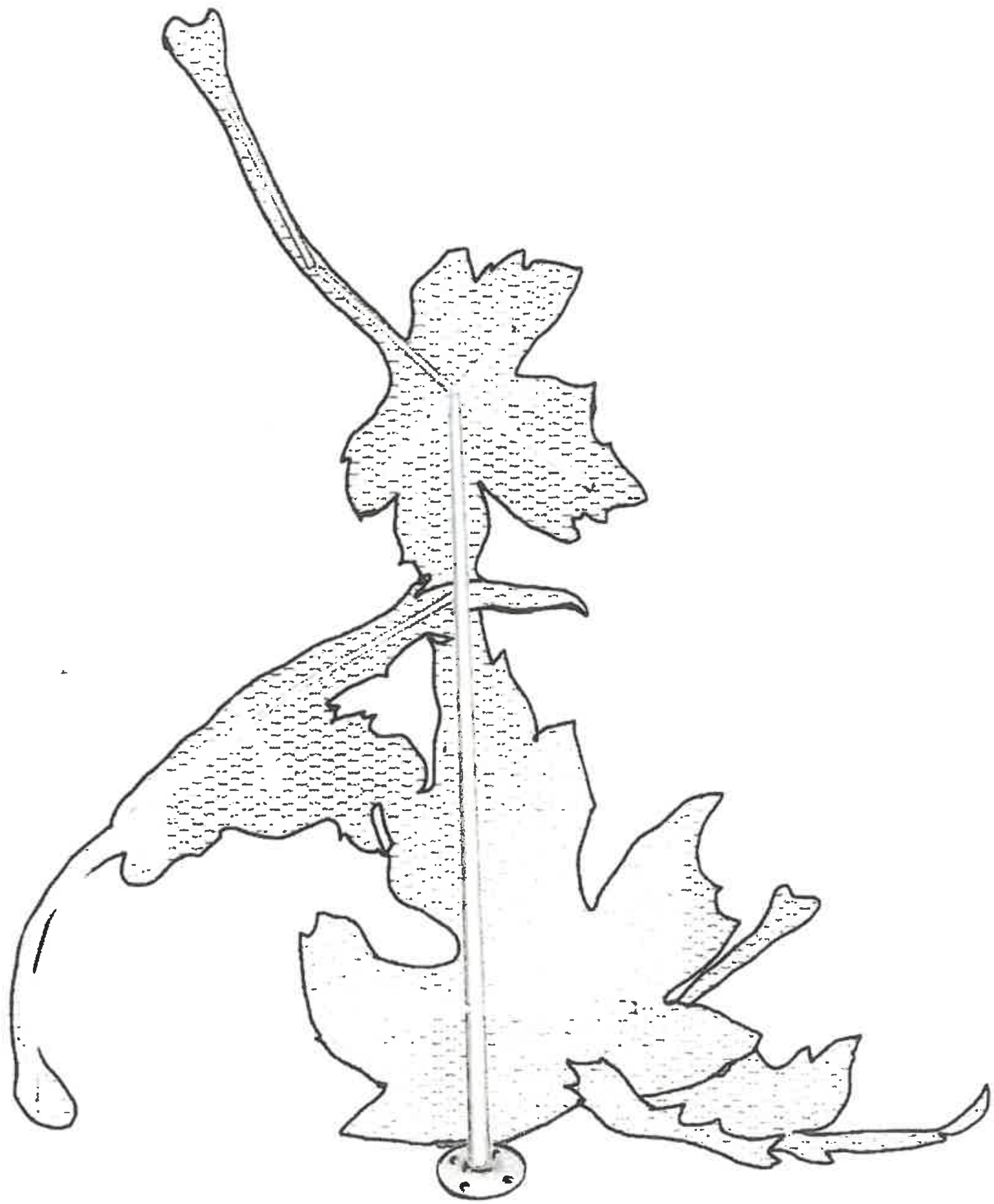
3 - 5'x5' leaf

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

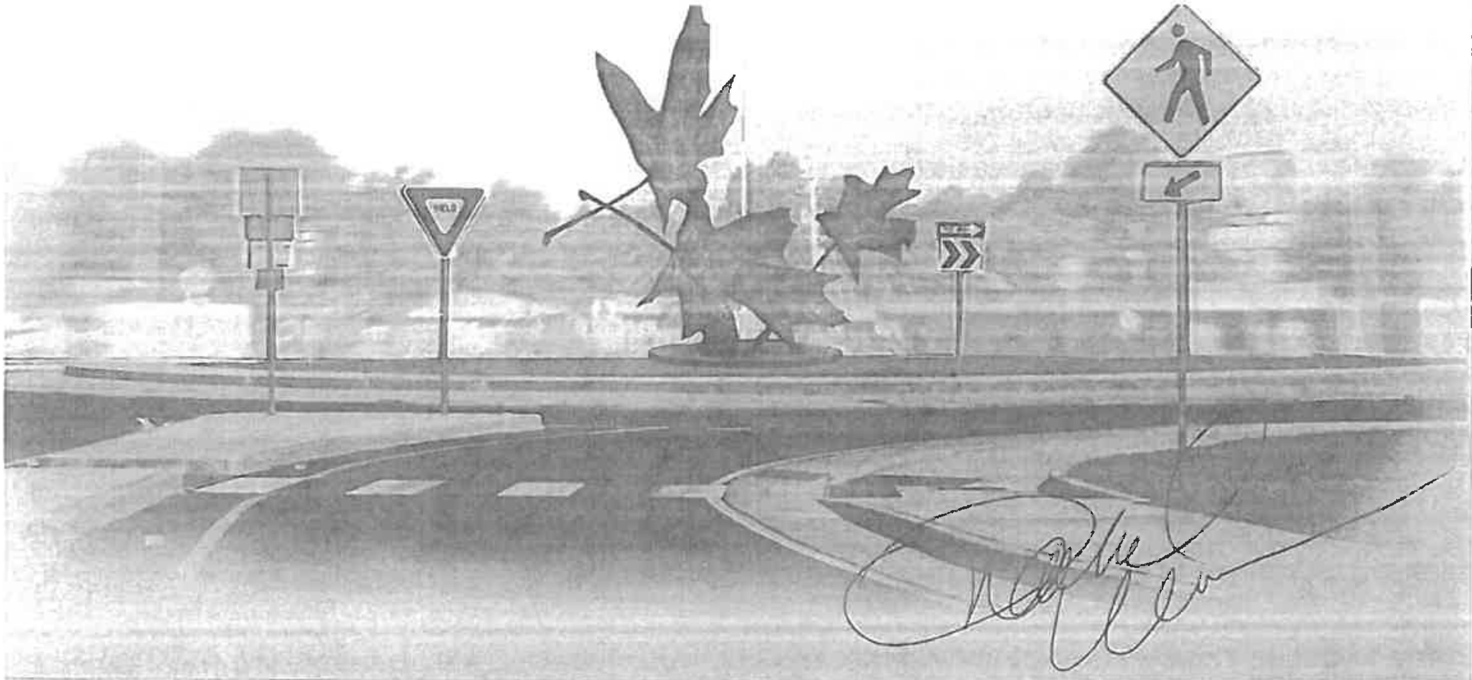
Floor flange

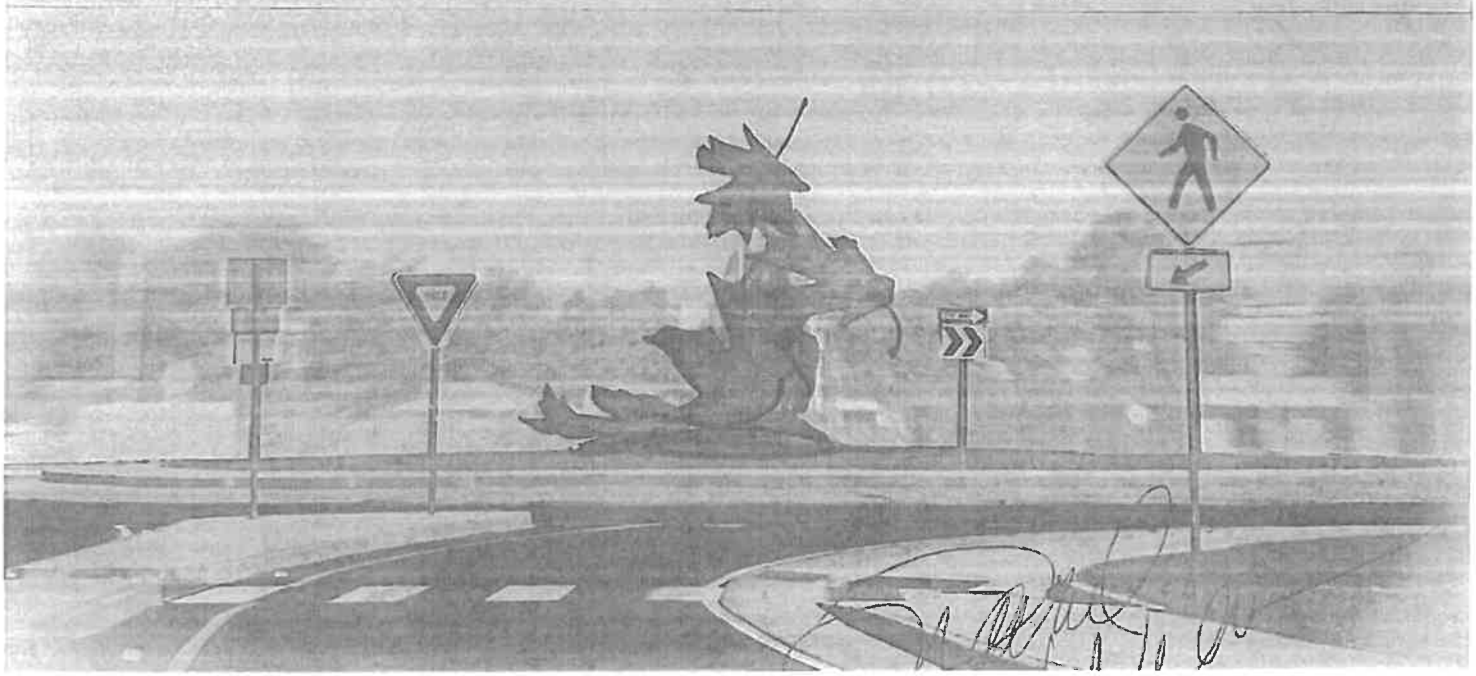
Shear bolts

Sand paper

Respirator mask

Painting supplies





COUNCIL BILL NO. ___23-75___ **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.

____

Dan Rife, Mayor

ATTEST:

____

Miranda Deal, City Clerk

Sponsored by: Public Safety

COUNCIL BILL NO. ___23-76___ **ORDINANCE NO. _____________**

An Ordinance authorizing the Mayor to enter into a contract with Safe Haven Baby Boxes, Inc., an Indiana Non-profit Corporation, to provide and install newborn safety devices, in the City of Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a contract with the Safe Haven Baby Boxes, Inc. for newborn safety devices, in compliance with RSMo 210.950 and Missouri Department of Health and Senior Service Rules, in the amount of eleven Thousand and 00/100 ($11,000.00) with additional annual fees, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS ______ DAY OF ________________, 2023.

____
Dan Rife, Mayor

ATTEST:

____
Miranda Deal, City Clerk

Sponsored by: Public Safety Committee

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

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

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. <u>Additional Procedures for designated Providers</u>:

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 <u>after</u> 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 <u>not</u> 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. <u>Documentation (Documents & Forms)</u>:

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

MO 580-3386 (7-2022) PAGE 1 OF 1

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

MO 580-3387 (7-2022)

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

MO 580-3388 (7-2022) PAGE 1 OF 1

Mayor's Appointments

November 2023

Ward 4 Council Member

NAME	PHONE	ADDRESS	APPOINTED	EXPIRES
Jeff Hole	359-9526	814 E. Highland	11/14/23	4/2024

Council Committee

April 25, 2023

Budget Ways & Means

Alan Snow*
Mark Elliff**
David Armstrong
vacant

Committee on Insurance/Audits and Claims

Robin D. Blair*
Tiffany Cossey**
Terri Heckmaster
Chris Taylor

Public Service

Brandi Ensor*
Trudy Blankenship**
Terri Heckmaster
Jeff Hole *Pending appt approval*

Public Safety

Mark Elliff*
Alan Snow**
Tiffany Cossey
Trudy Blankenship

*Chairman
**Vice-Chairman

Public Works

David Armstrong*
Brandi Ensor**
Robin D. Blair
Chris Taylor

Elected Officials and Administrative Staff

City Administrator-Greg Dagnan
326 Grant Street
237-7003

Mayor Dan Rife
1452 Quail Place
850-7455

City Attorney-Nate Dally
326 Grant Street
417-237-7003

Assistant City Administrator-Traci Cox
326 Grant Steet
237-7003

City Clerk-Miranda Deal
326 Grant Steet
237-7000

Municipal Judge-Jeremy Workman
3210 S Grand
237-7001

Council Members

WARD 1

*Brandi Ensor**
1520 Grand
417-388-2867
b.ensor@carthagemo.gov

*Chris Taylor***
737 E Chestnut
417-423-0150
c.taylor@carthagemo.gov

WARD 3

*Robin D. Blair**
1055 S. Garrison Ave
417-310-9006
r.blair@carthagemo.gov

*Terri Heckmaster***
1155 Grand Ave
417-310-6178
t.heckmaster@carthagemo.gov

WARD 4

Jeff Hole
814 E. Highland
359-9526
Pending Council Approval

*Alan Snow***
1110 Euclid Blvd
417-793-7234
a.snow@carthagemo.gov

WARD 2

*Trudy Blankenship**
211 N. Garrison
417-622-7055
t.blankenship@carthagemo.gov

*David Armstrong***
1024 Oak St
417-793-9811
d.armstrong@carthagemo.gov

*Term ends 2024
**Term ends 2025

WARD 5

*Mark Elliff**
1511 Grand Ave
417-359-3662
m.elliff@carthagemo.gov

*Tiffany Cossey***
1306 S Main
417-793-1412
t.cossey@carthagemo.gov

RESOLUTION NO. ___2016___

A RESOLUTION APPROVING THE DECLARATION AS SURPLUS TO THE CITY'S NEEDS AND AUTHORIZING THE DISPOSITION OF CERTAIN PUBLIC WORKS DEPARTMENT EQUIPMENT.

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

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

WHEREAS, the Public Works Director has discussed, and the Public Works Committee recommends, declaring 2008 Chevrolet Silverado, VIN #1GCEC14C28Z158810, ASSET TAG #1846 as obsolete and surplus to the City's needs for consideration by the full City Council of declaring such items as surplus and obsolete.

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

That the aforesaid 2008 Chevrolet Silverado as determined and declared to be obsolete and surplus to the City's needs and are hereby authorized for disposition via disposal or auction.

PASSED AND APPROVED THIS _____________DAY OF _____________ 2023

____
Dan Rife, Mayor

ATTEST:

____
Miranda Deal, City Clerk

Public Works Committee

RESOLUTION NO. ___2017___

A RESOLUTION OF THE CITY OF CARTHAGE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR A 5339 CAPITAL ASSISTANCE GRANT.

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

WHEREAS, the City has applied to the Commission for a grant of funds under Title 49 United States Code 5339 to defray a portion of the costs of a general public transportation project.

WHEREAS, the Commission has awarded funds available pursuant to Section 5339 to the City with the understanding that such funds will be used for projects pursuant to the attached agreement and incorporated herein as exhibit A,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, the mayor is authorized execute the attached grant agreement for a Section 5339 Capital Assistance Grant, in the City of Carthage Missouri. .

PASSED AND APPROVED THIS ______ DAY OF ________________, 2023.

____
Dan Rife, Mayor

ATTEST:

____
Miranda Deal, City Clerk

Sponsored by: Budget Ways & Means

CCO Form: MO93
Approved: 09/16 (MWH)
Revised: 08/23 (MWH)
Modified:

Project No. MO-2022-034-00
Or MO-34-X029
Or other funding available

CFDA Number: CFDA #20.526
CFDA Title: Section 5339 - Bus and Bus Facilities Formula Program
Federal Agency: Federal Transit Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
BUS AND BUS FACILITIES, SECTION 5339
CAPITAL ASSISTANCE GRANT AGREEMENT

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the CITY OF CARTHAGE (hereinafter, "Grantee").

WITNESSETH:

WHEREAS, the Grantee has applied to the Commission for a grant of funds made available to the Commission under Title 49 United States Code (USC) 5339, (hereinafter, "Section 5339") to defray a portion of the costs of a general public transportation project carried out by the Grantee; and

WHEREAS, the Commission has awarded funds available pursuant to Section 5339 to the Grantee with the understanding that such funds will be used for projects pursuant to this Agreement for the purposes specified in Grantee's application for Section 5339 assistance (Appendix A, which is attached hereto and incorporated herein by this reference).

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to assist the Grantee in financing the project's expenses that are eligible for federal financial assistance.

(A) Such capital costs are estimated to be the amount appearing in the Grantee's estimated capital project budget (Appendix A).

(B) The Commission will make a grant from available federal funds in an amount not to exceed eighty percent (80%) of the capital costs in a manner consistent with the administrative rules of the United States Department of Transportation (USDOT) and the Federal Transit Administration (FTA) Circular: 5100.1, dated May 18, 2015.

(C) The Grantee will provide funds from sources other than: (a) unauthorized restricted federal funds; (b) receipts from the use of the project facilities and equipment; or (c) revenues of the general public transportation system in which such facilities and equipment are used, in an amount sufficient together with the grant pursuant to this Agreement, to pay the actual project cost.

(D) The Commission's maximum contribution to costs of the approved project is eighty percent (80%) of actual cost or sixty-three thousand nine hundred thirty-two dollars ($63,932.00), whichever is less. Costs in the project budget are estimates, and funds not necessary to carry out the project may be withdrawn by the Commission upon written notification to the Grantee.

(2) SCOPE OF WORK AND BUDGET: The Grantee will undertake and complete the project specified in the approved project application and budget (Appendix A).

(3) USE OF PROJECT FACILITIES AND EQUIPMENT: The following conditions are applicable to project facilities and equipment financed under this Agreement:

(A) The project facilities and equipment shall be used to provide general public mass transportation service within the Grantee's transportation service area, substantially as described in the project description (Appendix A). The Grantee agrees to observe the property management standards as set forth in Title 2 Code of Federal Regulations (CFR) Part 200, as now or hereafter amended in order to protect the interest of the USDOT. Exceptions to the requirements of this paragraph must be specifically approved by the Commission.

(B) If during the period, any project facilities/equipment are not used in mass transportation service, whether by planned withdrawal or casualty loss, the Grantee shall immediately notify the Commission and shall remit to the Commission a proportional amount of the fair market value, if any, of the property, which shall be determined on the basis of the ratio of the grant made by the Commission to the actual cost of the project. Fair market value shall be deemed to be the value of the property as determined by competent appraisal at the time of such withdrawal from use or misuse, or the net proceeds from public sale, whichever is approved by the Commission.

(C) In the event of loss due to casualty or fire, the damages paid by the insurance carrier or payable from the self-insured reserve account shall be considered fair market value. In no event is salvage value to be considered fair market value.

(D) The Grantee shall keep satisfactory records with regard to the use of the property and submit to the Commission upon request such information as is required in order to assure compliance with this paragraph and shall immediately notify the Commission in all cases in which project facilities/equipment are used in a manner substantially different from that described in the project description.

(E) The Grantee shall maintain in amount and form satisfactory to the Commission such insurance as will be adequate to protect project facilities/equipment throughout the period of required use.

(F) At the beginning of each calendar year, the Grantee shall also submit to the Commission a certification that the project facilities/equipment are still being used in accordance with the terms of paragraph (3) of this Agreement and that no part of the local contribution to this cost of the project has been refunded or reduced, except as authorized above.

(4) PROJECT TIME PERIOD: The project period shall be from the date upon which this Agreement is executed until the equipment purchased under this Agreement is disposed of in accordance with Appendix B attached hereto and incorporated herein by reference.

(5) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(6) LABOR PROTECTION: The Grantee agrees to accept and abide by the terms and conditions of 49 USC 5333(b), as amended, (hereinafter, "5333(b)"), absent a waiver by the United States Department of Labor.

(A) The Grantee agrees that it is the exclusive party responsible under the terms of the 5333(b) Warranty and that the State of Missouri, acting through the Commission, assumes no obligation under the terms of the 5333(b) Warranty.

(B) The Grantee shall be solely financially responsible for the application of the conditions of 5333(b).

(7) AUDITS, INSPECTION, AND RETENTION OF RECORDS: The Commission and theUSDOT, or any of their representatives, shall have full access to and the right to examine, during normal business hours and as often as the Commission or the USDOT deems necessary at no charge to the Commission and/or its designees or representatives, all of the Grantee's records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit under the guidelines of 2 CFR Part 200, examine and make excerpts or transcripts from such records and other matters covered by this Agreement. Such rights shall last for three (3) years beyond the longer of the following periods: (a) the period during which any property acquired with funds provided pursuant to this Agreement is used for purposes for which the federal financial assistance is extended, or for another purpose involving the provisions of similar services or benefits; or (b) the period during which the Grantee retains ownership or possession of such property; or (c) the end of the project time period specified in paragraph (4). All documents, accounting records and other material pertaining to costs incurred in connection with the project shall be retained by the Grantee for three (3) years from the date of final payment to facilitate any audits or

inspections.

(8) AUDIT REQUIREMENTS: If the Grantee expends seven hundred fifty thousand dollars ($750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the Grantee expends less than seven hundred fifty thousand dollars ($750,000) a year, the Grantee may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(9) PROPERTY MANAGEMENT STANDARDS: The Grantee's services rendered and reimbursable expenses incurred shall be those allowable under 2 CFR Part 200.

(10) REPORTS: The Grantee shall advise the Commission regarding the progress of the projects at such times and in such a manner as the Commission may require, including, but not limited to, meetings and interim reports.

(11) INSURANCE: The Grantee shall maintain in amount and form satisfactory to the Commission such insurance as will be adequate to protect it in case of accident. If permitted by law, the Grantee may maintain a self-insurance program in lieu of purchasing insurance coverage. The Grantee shall verify compliance with this paragraph by submitting a copy of its certificate of insurance, or if self-insured, a copy of its self-insurance plan.

(12) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Grantee shall defend, indemnify, and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's wrongful or negligent performance of its obligations under this Agreement.

(B) The Grantee will require any contractor procured by the Grantee to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right of way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right of way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of

Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(13) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Grantee agrees as follows:

(A) Civil Rights Statutes: The Grantee shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Grantee is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Grantee shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally-assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Grantee shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Grantee. These apply to all solicitations either by competitive bidding or negotiation made by the Grantee for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Grantee of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

(E) Information and Reports: The Grantee shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant to this Agreement, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Grantee fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Grantee complies; and/or

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

(G) Incorporation of Provisions: The Grantee shall include the provisions of paragraph (13) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Grantee will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Grantee becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

(14) SECTION 504 ASSURANCES AND THE AMERICANS WITH DISABILITIES ACT OF 1990: The Grantee shall comply with all the requirements imposed by the USDOT regulations implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990 (and any subsequent amendments) set forth in 49 CFR Subtitle A, Parts 27, 37, and 38, as well as all applicable regulations and directives issued pursuant thereto by other federal departments or agencies.

(15) INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising from this Agreement.

(16) REIMBURSEMENT CONDITIONS: Reimbursement by the Commission is subject to the following conditions:

(A) Progress payments, based upon actual allowable costs, for not less than one (1) month may be made upon receipt of an itemized invoice from the Grantee in an appropriate format approved by the Commission. The itemized invoice shall be reviewed by the Commission prior to payment and must include a certification that costs have been incurred in the performance of the Agreement and a record of the actual costs. Any costs deemed ineligible for reimbursement by the Commission or FTA in accordance with the terms of this Agreement shall be deducted from the itemized invoice before payment is made. Any rejected or unaccepted costs shall be borne by the Grantee.

(B) Requisitions requesting reimbursement for capital expenses shall be in accordance with the approved estimated capital project budget (Appendix A).

(17) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Grantee and the Commission.

(18) SUBCONTRACTS: None of the project activities described in Appendix A shall be subcontracted without the prior written consent of the Commission. All subcontracts shall be subject to the terms and conditions of this Agreement. The Grantee, however, shall remain responsible for the proper completion of the project notwithstanding any subcontract.

(19) TERMINATION: This Agreement may be terminated upon any of the following conditions:

(A) If for any cause, the Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations contained herein, the Commission shall have the right to terminate this Agreement if such default or violation is not corrected within twenty (20) days after written notice is sent to the Grantee describing such default or violation.

(B) The Commission may terminate this Agreement without recourse in the event that, for any reason, federal funds are not appropriated, allotted, or available to the Commission for the purpose of meeting the Commission's obligation hereunder. The Commission will provide written notice of such termination to the Grantee at least five (5) days prior to the effective date of termination.

(C) Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least forty-five (45) days in advance of such termination date.

(20) SOURCE OF COMMISSION FUNDS: The obligation of the Commission for financial assistance in the project is contingent upon this Agreement being approved by the FTA and the USDOT, and upon federal funds being allocated to and approved for the project.

(21) LACK OF WAIVER: In no event shall payment of grant funds to the Grantee by the Commission constitute or be construed as a waiver by the Commission of any breach of covenants or any default which may exist on the part of the Grantee, and the making of any such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission with respect to such breach or default.

(22) SECURITY: The Grantee agrees that upon purchases with funds provided under this Agreement of any equipment for which a title certificate may be obtained or is required under the laws of the State of Missouri that the Grantee will execute such documents as may be necessary to protect and secure a lien upon equipment in favor of the Commission. Any and all fees required to be paid to secure and maintain said lien shall be paid by the Grantee.

(23) PURCHASE OF VEHICLES AND/OR PROJECT EQUIPMENT: The Commission reserves the right to procure all new vehicles on behalf of Grantee unless waived. The Commission reserves the right to review and concur in the Grantee's specifications and advertisement for purchase of transit equipment. The Commission will concur in award of bid by the Grantee prior to execution of the Agreement between the Grantee or any bidder.

(24) NO WARRANTY:

(A) If the Commission opts to procure vehicles or equipment on behalf of the Grantee, the Commission makes no warranties, express or implied, to the Grantee with respect to such vehicles or equipment, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. The Grantee's acceptance or use of the vehicles or equipment constitutes the Grantee's acknowledgement that the vehicles or equipment are in working condition at that time.

(B) The Grantee shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Commission's procurement of vehicles or equipment on behalf of the Grantee under this Agreement.

(25) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

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

(27) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed

according to the laws of the State of Missouri. The Grantee shall comply with all local, state, and federal laws and regulations relating to the performance of this Agreement.

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

(29) CONFIDENTIALITY: The Grantee shall not disclose to third parties confidential factual matters provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Grantee shall notify the Commission immediately of any request for such information.

(30) NONSOLICITATION: The Grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Grantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(31) SECTION 5339 STATE MANAGEMENT PLAN: The Grantee agrees to the terms and conditions of the Missouri Department of Transportation's §5339 State Management Plan.

(32) ASSIGNMENT OF CAPITAL EQUIPMENT: Appendix A lists the county or area where the capital equipment is assigned. If the Grantee becomes financially unable to operate within the assigned county, in the judgment of the Commission, the Grantee will relinquish the titles of the items in Appendix A to the Commission. The Commission will assist the Grantee in recovering twenty percent (20%) of the current fair market value, although it is not obligated to do so and may take possession of vehicles without doing so. Capital equipment, once assigned, cannot be reassigned to another county unless the Commission concurs. The Commission will be the first lien holder on all capital equipment unless waived.

(33) PRIVACY ACT:

(A) The Grantee agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC 552a. Among other things, the Grantee agrees to obtain the express consent of the USDOT before the Grantee or its employees operate a system of records on behalf of the USDOT. The Grantee understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the Agreement.

(B) The Grantee also agrees to include these requirements in each of its contracts to administer any system of records on behalf of the USDOT financed in whole or in part with Federal assistance provided by FTA.

(34) STATE AND LOCAL LAW DISCLAIMER: The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the Grantee's procurement documents, the Grantee should consult with their local attorney.

(35) DRUG-FREE WORKPLACE: The Grantee agrees to maintain a drug-free workplace for all employees and to have an anti-drug policy and awareness program in accordance with the Drug-Free Workplace Act of 1988 (41 USC 701 *et seq.*), as amended, and 49 CFR Part 32.

(36) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006 (FFATA): The Grantee shall comply with all reporting requirements of FFATA, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(37) FEDERAL CLAUSES: The Grantee and its subcontractors shall comply with the Federal Transit Administrations third party contracting clauses as specified in Appendix C of this agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by Grantee on 2023-11-09 | 9:47 AM CST (date).

Executed by MHTC on ______________________________ (date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By: ______________________

Title: ______________________

ATTEST:

____
Secretary to the Commission

Approved as to Form:

____
Commission Counsel

CITY OF CARTHAGE

By: ______________________

Title: mayor

ATTEST:

By: ______________________

Title: ______________________

Approved as to Form:

____

Ordinance No.: ______________________
(if applicable)

Appendix A

FAIN No: MO-2022-034-00

Project No: MO-34-X029

Award Date: 08/17/2022

Agency: CITY OF CARTHAGE

UEI#: ZDYZNNKUKHH9

Project: 5339 Bus and Bus Facilities - FY19 Statewide Funds

Total Funds: $79,915.00

Federal Share: $63,932.00

Local Share: $15,983.00

No R/D

No Indirect Costs

APPLICATION FOR SECTION 5311 ASSISTANCE

Date: 9-20-23

Applicant's Name: City of Carthage

Mailing Address: 326 Grant St

Street Address (if different from mailing address):

City: Carthage State: MO Zip+4: 64836

Contact Person: Greg Dagnan

Phone Number: 417-237-7000 Fax Number:

E-Mail Address: g.dagnan@carthagemo.gov

County: Jasper U.S. Congressional District: 7

UEI (Unique Entity Identifier) #: ZDYZNNKUKHH(

Does applicant agency have a Title VI / Non-Discrimination Plan? ☑ yes ☐ no

If yes, Title VI/Nondiscrimination Plan approval date (mm/dd/yy): 8/24/2021

Our governing body (board of director, city council, etc.) is made up predominantly of minority and/or low-income individuals. ☐ yes ☑ no

Potential riders/clients of our transportation service will be predominantly minority and/or low-income individuals. ☑ yes ☐ no

General description of Project:

(additional pages may be attached but no more than 2 pages for attachment to the agreement)

Proposed Capital Funding:

Federal Funds	$
Local Match	$
TOTAL BUDGET	$

Proposed Operating Funding:

Federal Funds	$43376.00
Local Match	$43376.00
TOTAL BUDGET	$86752.00

Authroizing Official

Capital Requests 5339/5311
MO-2022-034 / MO-34-X029
Federal Funds available
Grant 5339/5311

Agency	COST	Share @ 80%	Quanity	Vehicle Description	Floor Plan		Total Cost	Base Price	#1 Backup Camera	#2 Fold-Away Center Seat	#3 Power Sliding Door	#4 Rear Entry (-4470.00)
City of Carthage	$ 79,915.00	$ 63,932.00	1	Braun Side Entry-Rear Entry	Rear Entry	CCC	$ 79,915.00	$ 81,801.00	$ 977.00	$ -	$ 1,607.00	$ (4,470.00)
	$ 79,915.00	**$ 63,932.00**	**1**				**$ 79,915.00**					

MoDOT Transit Equipment / Vehicle Dispositions Guidelines

Due to the Bipartisan Infrastructure Law, effective November 15, 2021 the disposition requirements for rolling stock, equipment and aggregate supplies that have met their minimum useful life and were (1) purchased with federal assistance (2) with a fair market value or the net proceeds of more than $5,000, the recipient may retain a portion of the funds, plus the percentage of its local share in the original award. Any remaining amount must be returned to the Federal Transit Administration (FTA). *(See Division of Proceeds below).*

Minimum Useful Life

Vehicles will be eligible to be considered for replacement or disposal when the **minimum** useful life has been met. If a vehicle is requested to be disposed before the end of useful life, MoDOT staff will review on a case by case basis.

Equipment (Rolling Stock) Minimum Requirements for Dispositions/Replacements

Vehicles will be eligible to be considered for replacement or disposal when the following **minimum** useful life has been met:

Rolling Stock/Vehicles Use and Dispositions (all programs)	Useful Life
Vans - straight, modified, sedans, lowered floor and other vehicles-minivans	4 years or 100,000 miles
25' - 35' Light duty transit buses, cutaways (bodies on chassis)	5 years or 150,000 miles
30' Medium duty transit bus	7 years or 200,000 miles
30' Heavy duty transit bus	10 years or 350,000 miles
35' - 40' Heavy duty bus and transit buses	12 years or 500,000 miles
Ferry Boats	25 years

Recipients are required to submit a written request for disposal of a vehicle(s) or equipment they wish to dispose. The recipient must receive written authorization from MoDOT before disposing of federally funded equipment, including vehicles. The recipient has 90 days to process and close the disposition request from the date of the approved authorization.

Disposition Procedures:

A recipient may dispose of a vehicle in either of two ways:

1. A vehicle may be sold outright to a third party through a variety of approved processes. These include advertised sealed bids, auto auction or the average of three competitive appraisals.

2. A recipient may choose to purchase the federal interest in a vehicle(s), the buyback option. In this case, the implicit price will be the average fair market value (FMV) of the vehicle as specified in the most recent National Automobile Dealers Association (NADA) Official Used Car Guide or the Bus Blue Book Guide, approved by MoDOT.

MoDOT Transit Equipment / Vehicle Dispositions Guidelines

Divisions of proceeds are as follows:

1. If a vehicle is sold outright to a third party (advertised bids, auto auction, etc.), the recipient may retain up to $5,000, plus the local share (normally 20%) exceeding the net proceeds. The balance must be paid to MoDOT – Transit within 30 days after the sale of the vehicle.

2. If a recipient chooses the buyback option, the recipient may retain up to $5,000, plus the local share (normally 20%) exceeding the average FMV as describe in #2 above to MoDOT within 30 days.

3. Insurance proceed exceeding $5,000 must be submitted to MoDOT. These funds will either be allocated to the subrecipient or designated program.

Recipient **must submit** documentation for **all sales** to determine the federal interest due to MoDOT and to close the file. Forms will be provided for documentation.

Expected Life Cycle

When a vehicle reaches the Transit Asset Management (TAM) useful life bencmark, MoDOT Transit may determine the FMV. If the FMV is $5,000 or less, the title and lien release may be mailed to the recipient. The recipient may dispose of the vehicle and keep the sale proceeds or continue to use the vehicle within the program until no longer needed. Once the federally funded vehicle has been removed from the active inventory, the vehicle is no longer considered a federally funded vehicle through MoDOT and will **no-longer** be considered as a replacement vehicle through a grant application.

Dispositions (all programs)	TAM Plan-Benchmark Useful Life
Vans - straight, modified, sedans, lowered floor and other vehicles- minivans	8 years
25' - 35' Light duty transit buses, cutaways (bodies on chassis)	10 years
30' Medium duty transit bus	14 years
30' Heavy duty transit bus	20 years
35' - 40' Heavy duty bus and transit buses	25 years
Ferry Boats	42 years

Equipment (non vehicle)

Useful service life for equipment (non-vehicle) is **five** years on non-related computer equipment and **three** years on computer related equipment. Service life begins when equipment is received. Recipients are required to submit a written request to remove the federal interest once the useful life has been met on (non-vehicle) equipment.

APPENDIX C

INCORPORATION OF FTA TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by FTA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FTA, as set forth in the FTA Master Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any of MoDOT's. requests which would cause MoDOT to be in violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

MoDOT and subrecipient acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to MoDOT, subrecipient, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

The subrecipient agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the contractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project.

Upon execution of the underlying contract, the subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which the work is being performed. In addition to other penalties that may be applicable, the subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 to the extent the Federal Government deems appropriate.

The subrecipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the subrecipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL
If a current or prospective legal matter that may affect the Federal Government emerges, the subrecipient must promptly notify MoDOT.

The subrecipient must also promptly notify MoDOT, if it has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from MoDOT. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

This responsibility occurs whether the Project is subject to this Agreement or another agreement funded by the federal government, or an agreement involving a principal, officer, employee, agent, or subcontractor of the Contractor.

Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the subrecipient. In this paragraph, "promptly" means to refer information without delay and without change.

The subrecipient must include an equivalent provision in its subcontracts at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

ACCESS TO RECORDS AND REPORTS
The following access to records requirements apply to this Contract:

Record Retention. The subrecipient will retain and will require its contractors at all tiers to retain, complete and readily accessible records related in whole or in part to this contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

Retention Period. The subrecipient agrees to comply with the record retention requirements in accordance with 2 C.F.R section 200.333. Subrecipient shall maintain all books, records, accounts, and reports required under this contract for a period of not less than 3 years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case, records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto. The expiration or termination of this contract does not alter the record retention or access requirements of this Section.

Access to Records. The subrecipient agrees to provide sufficient access to FTA, MoDOT, and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. Subrecipient agrees to permit FTA, MoDOT, and its contractors' access to the sites of performance under this contract as reasonably may be required.

Closeout. The expiration or termination of this contract does not alter the record retention or access requirements of this federal clause.

FEDERAL CHANGES
Subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement, as they may be amended or promulgated from time to time during the term of this contract. Subrecipient's failure to so comply shall constitute a material breach of this contract.

CIVIL RIGHTS REQUIREMENTS
Under this Contract, the subrecipient shall at all times comply with the following requirements and shall include these requirements in each contract entered into as part hereof.

1. *Nondiscrimination in Federal Public Transportation Programs.* 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

2. *Prohibit discrimination against employment.* Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

3. *Nondiscrimination on the Basis of Sex.* Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," and 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

4. *Nondiscrimination on the Basis of Age.* The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29

C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

5. *Federal Protections for Individuals with Disabilities.* The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

EQUAL EMPLOYMENT OPPORTUNITY
The following equal employment opportunity requirements apply to this contract:

Nondiscrimination. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 2000e et seq., and federal transit laws at 49 U.S.C. § 5332, the subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. section 2000e note, as further amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. section 2000e note. The subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, sexual orientation and gender identity. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the subrecipient agrees to comply with any implementing requirements FTA may issue.

Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. sections 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90 and Federal transit law at 49 U.S.C. section 5332, the subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the subrecipient agrees to comply with any implementing requirements FTA may issue.

Disabilities. In accordance with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 et seq., and Federal transit law at 49 U.S.C. section 5332, the subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the subrecipient agrees to comply with the requirements of U.S.

Equal Employment Opportunity commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, "29 C.F.R. part 1630, and any implementing requirements FTA may issue. The subrecipient will also ensure that accessible facilities (including vehicles and buildings) and services are made available to individuals with disabilities in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. section 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 et seq., and any applicable implementing regulations.

The subrecipient agrees to include the requirements of this article in each subcontract under this contract, modified only to identify the subcontractor that will be subject to the provisions.

ENERGY CONSERVATION REQUIREMENTS

The subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO

Prohibition on certain telecommunications and video surveillance services or equipment. (a) MoDOT and its subrecipients are prohibited from expending FTA funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment means any of the following:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities):

2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

3. Telecommunications or video surveillance services provided by such entities or using such equipment.

4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

DISADVANTAGED BUSINESS ENTERPRISE (DBE), PROMPT PAYMENT, RETURN OF RETAINAGE PAYMENTS

The subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the subrecipient to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MoDOT deems appropriate, which may include, but is not limited to: Withholding monthly progress payments, assessing sanctions, liquidated damages; and/or disqualifying the subrecipient from future funding opportunities. Each third party contract the subrecipient signs with a contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Prompt Payment. The subrecipient agrees to ensure that each prime contractor agrees to pay each subcontractor under its contract for satisfactory performance of its subcontract no later than fifteen (15) days from the receipt of each payment the Contractor receives.

Return Retainage Payments. The subrecipient agrees further to ensure that the prime contractor returns retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval. This clause applies to both DBE and non-DBE subcontracts. The subrecipient must ensure that the prime contractor promptly notifies it, whenever a DBE subcontractor performing work related to the prime contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The subrecipient must ensure that a prime contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the subrecipient.

Finally, for contracts with defined DBE contract goals, the subrecipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the prime contractor obtains the subrecipient's written consent; and that, unless the subrecipient's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of MoDOT and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

SEAT BELT USE AND DISTRACTED DRIVING

The subrecipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

The subrecipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle the Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with this Project, or when performing any work for or on behalf of the Project.

The subrecipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The subrecipient agrees to include the preceding in its contracts at each tier, and encourage its contractors to comply with these provisions.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

1. The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project,
2. The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized, and
3. The amount of federal assistance FTA has provided for a State Program or Project.

The State will provide the information required under this provision in the following documents:

1. Applications for federal assistance,
2. Requests for proposals, or solicitations,
3. Forms,
4. Notifications,
5. Press Releases, and
6. Other publications.

PRIVACY ACT AND FREEDOM OF INFORMATION ACT
The subrecipient agrees that the Freedom of Information Act (FOIA), 5 U.S.C. § 552, as amended, applies to most information submitted to FTA and U.S. DOT, whether electronically or in typewritten hard copy.

Records. The subrecipient agrees that all applications and materials it submits to MoDOT that are related to its Award have or will become federal agency records and are or will be subject to FOIA and to public release through individual FOIA requests, unless FTA determines that a valid exemption under FOIA or another statute applies. The subrecipient understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. The subrecipient also agrees to include these requirements in each contract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

TERMINATION
Termination for Convenience: MoDOT may terminate this contract, in whole or in part, at any time by written notice to the subrecipient when it is in it's best interest. The subrecipient shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The subrecipient shall promptly submit its termination claim to MoDOT to be paid. If the subrecipient has any property in its possession belonging to MoDOT, the subrecipient will account for the same, and dispose of it in the manner MoDOT directs.

Termination for Default: MoDOT may, by written notice of default to the subrecipient, terminate the whole or any part of this contract if the subrecipient fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof, or if the subrecipient fails to perform any provision of the contract, in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as MoDOT may authorize in writing) after receipt of notice from MoDOT specifying such failure. If the contract is terminated in whole or in part for default, MoDOT may procure, upon such terms and in such manner as MoDOT may deem appropriate, supplies or services similar to those so terminated. The subrecipient shall be liable to MoDOT for any excess costs for such similar supplies or services and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

1. Upon termination of the contract, MoDOT shall pay only such costs that result from obligations which were properly incurred by the subrecipient or their contractor before the effective date of termination; and

2. Such costs as would be allowable if the contract were not terminated or expired normally at the end of the contract. Except with respect to defaults of contractors, the subrecipient shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the subrecipient. If the failure to perform is caused by the default of a contractor,

and if such default arises out of causes beyond the control of both the subrecipient and contractor, and without the fault or negligence of either of them, the subrecipient shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the contractor were obtainable from other sources in sufficient time to permit the subrecipient to meet the required delivery schedule. Payment for completed supplies delivered to and accepted by MoDOT shall be at the contract price. MoDOT may withhold cash payments from amounts otherwise due the subrecipient to pay for goods and services deemed by MoDOT to be necessary to protect MoDOT against loss due to default by subrecipient or because of any lien or claim of lien.

MoDOT shall be entitled to take other remedies that may be legally available. If, after notice of termination of subrecipient's work pursuant to this contract, it is determined for any reason that the subrecipient was not in default, or that its default was excusable, or that MoDOT is not entitled to the remedies against subrecipient provided herein, then the subrecipient's remedies against MoDOT shall be the same as and limited to those afforded to the subrecipient set out in the section entitled "Disputes". In the event MoDOT elects to waive its remedies for any breach by the subrecipient of any covenant, term or condition of this contract, such waiver shall not preclude MoDOT from pursuing all available remedies for any succeeding breach of that or any other term, covenant, or condition of this contract.

Opportunity to Cure: MoDOT in its sole discretion may, in the case of a termination for breach or default, allow the subrecipient 10 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the subrecipient fails to remedy to MoDOT's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by the subrecipient of written notice from MoDOT setting forth the nature of said breach or default, MoDOT shall have the right to terminate the Contract without any further obligation to subrecipient. Any such termination for default shall not in any way operate to preclude MoDOT from also pursuing all available remedies against the subrecipient and its sureties for said breach or default. If it is later determined by MoDOT that the subrecipient had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the subrecipient, MoDOT, after setting up a new delivery of performance schedule, may allow the subrecipient to continue work, or treat the termination as a termination for convenience.

TRAFFICKING IN PERSONS

As required with Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 USC § 7104(g) and OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, per US OMB's direction.

The subrecipient agrees that it and its employees that participate in this award, may not:

Engage in severe forms of trafficking in persons during the period of time that MoDOT's Award is in effect, Procure a commercial sex act during the period of time that MoDOT's

Award is in effect, or use forced labor in the performance of MoDOT's award or any subagreements thereunder.

The subrecipient must notify MoDOT and FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in Section 4(f)(4) of the FTA Master Agreement.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

1. As required with Section 4 (g) of the FTA Master Agreement, the subrecipient by signing and submitting this agreement certifies as follows: Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

2. Was not convicted of a felony criminal violation under any Federal law within the preceding 24 months.

3. If a prospective Third-Party Participant cannot so certify, the subrecipient agrees to refer the matter to MoDOT and not to enter into any Third-Party Agreement with the Third Party Participant without MoDOT's written approval.

The subrecipient will also include this flow-down requirement to all contractors at all lower tiers.

ENVIRONMENTAL JUSTICE

In accordance with FTA Master Agreement, the subrecipient agrees to promote environmental justice by following:

1. Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, (59 Fed. Reg. 7629, 3 C.F.R. 1994 Comp., p. 859) as well as facilitating compliance with that Executive Order;

2. U.S. DOT Order 5610.2(a), "Department of Transportation Updated Environmental Justice Order," 77 Fed. Reg. 27534, May 10, 2012; and

3. The most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the subrecipient verifies that its principals, affiliates, and contractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Excluded or disqualified from participating in a covered transaction;

2. Have been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against them for one of those offenses within that time period;

3. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in § 180.800(a); or

4. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

For each third party contract expected to equal or exceed $25,000, the subrecipient agrees to verify that the bidder is not excluded or disqualified by:

- Checking System for Award Management (SAM) Exclusions (at SAM.gov); or

- Collecting a certification; or

- Adding a clause or condition to the covered transaction

LOBBYING

Subrecipients who apply for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." The subrecipient and each of its contractors certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. A Certificate of Compliance will be required as part of the contract, if applicable. The subrecipient, its contractors, and each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to MoDOT.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. The subrecipient agrees to report each violation to MoDOT and understands and agrees that MoDOT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The subrecipient also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with

Federal assistance provided by FTA.

RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION
Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by MoDOT's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, the subrecipient mails or otherwise furnishes a written appeal to MoDOT's authorized representative. In connection with such appeal, the subrecipient shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of MoDOT's authorized representative shall be binding upon the subrecipient and subrecipient shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute. Unless otherwise directed by MoDOT, subrecipient shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages. Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between MoDOT and the subrecipient arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies. Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by MoDOT or the subrecipient shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

CONTRACT WORK HOURS AND SAFETY STANDARDS
This requirement applies to all FTA grant and cooperative agreement programs where applicable (see 40 U.S.C. § 3701), all contracts awarded by the subrecipient in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5.(See 2 C.F.R. Part 200, Appendix II). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in

surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act: Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No subrecipient or contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section, the subrecipient and any contractor responsible therefor shall be liable for the unpaid wages. In addition, such subrecipient and contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* MoDOT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the subrecipient or its contractor under any such contract or any other Federal contract of the subrecipient or with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the subrecipient or the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of the subrecipient or its contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The subrecipient or its contractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

NON CONSTRUCTION EMPLOYEE PROTECTION

The subrecipient will comply, with the following Federal laws and regulations providing Wage and Hour protections for non-construction employees according to FTA Master Agreement, Section 24(b):

Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. 3701 *et seq*., and

U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

ADA ACCESS NONDISCRIMINATION ON THE BASIS OF DISABILITY

The subrecipient agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The subrecipient also agrees to comply with all applicable provisions of §504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. §794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 *et seq*., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et seq*., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the subrecipient agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise, in writing, as follows:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;

2. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;

3. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;

4. U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 CFR Part 39;

5. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;

6. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public

Accommodations and in Commercial Facilities," 28 CFR Part 36;

7. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;

8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, subpart F;

9. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

10. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

11. FTA Circular 4710.1, "Americans with Disabilities Act: Guidance," and

12. Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

CHARTER SERVICE

The subrecipient agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that MoDOT and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);

2. FTA regulations, "Charter Service," 49 C.F.R. part 604;

3. Any other federal Charter Service regulations; or

4. Federal guidance, except as FTA determines otherwise in writing.

The subrecipient agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any contractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;

2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or

3. Any other appropriate remedy that may apply.

The subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

SCHOOL BUS

The subrecipient agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If subrecipient violates this School Bus requirements, FTA may:

1. Bar the subrecipient from receiving Federal assistance for public transportation; or
2. Require the subrecipient to take such remedial measures as FTA considers appropriate. When operating exclusive school bus service under an allowable exemption, the subrecipient may not use federally funded equipment, vehicles, or facilities. The subrecipient should include the substance of this clause in each contract or purchase under this contract that may operate public transportation services.

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COUNCIL BILL NO. 23-62 **ORDINANCE NO. 23-68**

An Emergency Ordinance to authorize the Mayor to apply for federal financial assistance on behalf of the City of Carthage and to execute any contract(s) resulting from such application for any grants between the City of Carthage and the Missouri Highways and Transportation Commission providing for capital, operating, and/or marketing assistance, comprised of federal funds to be expended for Commission-approved transit projects.

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

SECTION I. That the Mayor is hereby authorized to apply for federal financial assistance on behalf of the City of Carthage and to execute any contract(s) resulting from such application for any grants between the City of Carthage and the Missouri Highways and Transportation Commission providing for capital, operating, and/or marketing assistance, comprised of federal funds to be expended for Commission-approved transit projects.

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

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

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

PASSED AND APPROVED THIS 14th DAY OF September, 2023.

Dan Rife

Dan Rife, Mayor

ATTEST:

Miranda Deal

Miranda Deal, City Clerk

Sponsored by: Budget Ways & Means Committee

DocuSign

Certificate Of Completion

Envelope Id: 45464C357D244835BD633AD1278B430B
Status: Sent
Subject: Complete with DocuSign: 2023-11-82568.pdf
Source Envelope:
Document Pages: 33
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Breeze McCracken
1860 Michael Faraday Drive
Suite 100
Reston, VA 20190
breeze.mccracken@modot.mo.gov
IP Address: 168.166.80.221

Record Tracking

Status: Original 11/9/2023 8:54:53 AM	Holder: Breeze McCracken breeze.mccracken@modot.mo.gov	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Dan Rife mayor.rife@carthagemo.gov mayor Security Level: Email, Account Authentication (Optional), Access Code **Electronic Record and Signature Disclosure:** Accepted: 11/9/2023 9:46:57 AM ID: d026312b-cabf-45d7-8a12-99836c929bd5	DocuSigned by: Dan Rife 1CD8C2EE86F14E5... Signature Adoption: Pre-selected Style Using IP Address: 162.249.49.102	Sent: 11/9/2023 8:57:58 AM Viewed: 11/9/2023 9:46:57 AM Signed: 11/9/2023 9:47:57 AM
Miranda Deal m.deal@carthagemo.gov City Clerk Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Accepted: 1/12/2023 9:57:28 AM ID: 28b3d4ea-99ed-4ae2-bb02-7d7d2625f1cc		Sent: 11/9/2023 9:47:59 AM Viewed: 11/9/2023 9:48:34 AM
Megan L. Waters-Hamblin Megan.Waters-Hamblin@modot.mo.gov Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Eric E. Schroeter Eric.Schroeter@modot.mo.gov Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Pamela J. Harlan pamela.harlan@modot.mo.gov Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Accepted: 12/22/2021 11:42:38 AM ID: 2c664348-0ef1-42bb-97b6-7b0938b1e411		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Dorothy Weber d.weber@carthagemo.gov Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/9/2023 8:57:59 AM Viewed: 11/9/2023 9:02:30 AM
Tara Herx tara.herx@modot.mo.gov Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Jennifer Jorgensen jennifer.jorgensen@modot.mo.gov Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Accepted: 6/7/2023 9:45:35 AM ID: 43e1faf8-03d4-4d0e-95b0-9dcba940a033		
Bryan J. Heckman Bryan.Heckman@modot.mo.gov Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Christy L. Evers Christy.Evers@modot.mo.gov Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/9/2023 8:57:59 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Missouri Highways and Transportation Commission
DocuSign, Inc. Express Electronic Signature Agreement

The Missouri Highways and Transportation Commission (hereinafter, Commission), acting by and through the Missouri Department of Transportation (MoDOT) is willing to provide to the Authorized Representative of the Contractor/Vendor/Consultant (Entity) who is duly authorized to act on behalf of said Entity (hereinafter you or I) and accept from you your electronically affixed authorized signature and seal, as required to validate a binding agreement between the Commission and the Entity, on all Commission/MoDOT documents, including but not limited to disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and the like, (hereinafter, Commission Documents) that are processed, generated, and exchanged by and between the Commission and you, acting on behalf of the Entity, electronically through the utilization of the DocuSign, Inc. Express (DocuSign) eSignature Application. In consideration of mutual covenants, you agree as follows:

1) You are the person duly authorized and designated by the Entity to receive, access and agree to the terms of this agreement on behalf of the Entity by clicking the Agree button below.

2) You have the authority to specifically consent and agree that the Commission, in its discretion, provide all disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and all other evidence of the transaction between the Commission and the Entity electronically (hereinafter all such documentation is referred to as electronic record(s)).

3) The email address, User ID and password authorized to access the electronic agreement via DocuSign are your own and are not shared with any other person.

4) All of the required notices and disclosures will be sent to the email address authorized through DocuSign.

5) You are duly authorized to receive electronically through DocuSign, access and act upon all electronic records, to provide all required information and electronically affix your signature and seal, as applicable, on behalf of the Entity named in such Commission Documents via DocuSign,.

6) The system through which you are accessing DocuSign and its eSignature Application meets the minimum requirements to access DocuSign, view, receive, retrieve, download, print, store, send and transmit all electronic records and any and all other communications sent to you from the Commission through the DocuSign web site.

7) All communications in electronic format from the Commission to you through DocuSign are considered in-writing. You have the ability to download and print any documents processed through DocuSign for 30 calendar days after such documents are first sent, as long as you are an authorized user of the DocuSign system. After such time, you may request copies by contacting the Commission through the Secretary to the Commission at mhtc@modot.mo.gov or by telephone at 573-751-2824. You shall print or download for your records a copy of any communication that is important to you to retain.

8) You have implemented appropriate security measures to ensure that only you have access through DocuSign to receive, access and electronically affix signatures to electronic records, as applicable, Commission/MoDOT sends to you through DocuSign. It is your sole responsibility to ensure your adequate protection, confidentiality and secrecy of the DocuSign Authentication Code, and any other user ID and/or Password combinations that may be required for you to access the DocuSign eSignature services and any disclosure thereof to any other person or

communication thereof through unsecure medium, such as traditional electronic mail, shall be entirely at your risk. You shall be liable for any unauthorized usage of your ID/Password combination and the DocuSign Authentication Code.

9) You agree and authorize the Commission to respond to and act upon any and all transactions initiated and transmitted by you electronically through DocuSign. Any transaction initiated and transmitted by you to the Commission through DocuSign and its eSignature application shall be deemed to have been authorized by you, and the Commission is entitled to assume that the said transactions are so authorized by you and the Commission shall be protected upon acting thereon.

10) You shall be fully liable to the Commission for every transaction entered into using a valid DocuSign Authentication Code sent to you through certified mail, telephone call or Short Message Service (SMS) text, with or without your knowledge. In no event will the Commission be liable to you for any special, direct, indirect, consequential or incidental loss or damages even if you have advised the Commission/MoDOT of such possibility. The Commission shall not be liable for any misuse, if any, of any data placed on the internet by third parties hacking or accessing the application and hosting server without authorization.

11) The Entity shall take responsibility for all the transactions with the Commission conducted electronically through DocuSign and will abide by the record of the transactions generated by DocuSign or by the Commission/MoDOT through DocuSign. Further such record of transactions shall be conclusive proof and binding for all purposes and may be used as conclusive evidence in any proceedings. All records of the Commission and DocuSign, whether in electronic form, magnetic medium, documents or any other form, with respect to electronic transactions sent or received through use of DocuSign shall be conclusive evidence of such transactions and shall be binding on the Entity.

12) The Commission/MoDOT shall not be liable for any loss or damage whatsoever caused, arising directly or indirectly, in connection with the services and /or this Agreement, including without limitation any: (A) Loss of data; and (B) Interruption or stoppages to your access to DocuSign and its eSignature application and/or processing of electronic transactions due to any operational or technical difficulties/reason beyond our control for any other reason. The Commission, along with its members, employees, agents, executors, successors and assigns shall not be liable for any damages or claims or injuries arising out of or in connection with the use of DocuSign and its eSignature application or its non-use including non-availability or failure of performance, loss or corruption of data, loss of or damage to property (including profit and goodwill), work stoppage, computer failure or malfunctioning or interruption of business, error, omission, deletion, defect, delay in operation or transmission, communication line failure or for any failure to act upon electronic transaction for any cause.

13) You shall keep confidential all information, in whatever form, produced, prepared, observed or received by you to the extent that such information is confidential by law or otherwise required by the Commission.

14) This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Missouri. It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

15) The terms of this agreement and any amendments thereafter shall remain in full force and effect for as long as DocuSign is active, or by thirty (30) days written notification by either party

of their intent to cancel this agreement.

By checking the I Agree button, I confirm that:

1. I am the person named in the documents to which I will electronically affix my signature; that I am authorized to sign such documents on behalf of the Entity named in the documents; that I will read and know the contents of such electronically signed documents including all exhibits attached thereto, and that the statements made therein are true, and that I will not omit any information needed to make such documents true; and that I will take appropriate security measures to insure that I have sole access to the documents sent to me by the Commission and MoDOT through the email address provided on DocuSign.
2. I and the Entity shall indemnify and save harmless the Commission, its members, employees, officers, successors, assigns, agents and representatives against any and all claims, losses, damages, costs, liabilities and expense actually incurred, suffered or paid by the Commission, its members, employees, officers, successors, assigns, agents and representatives, directly or indirectly, and also against all demands, actions, suits, proceedings made, filed, instituted against the Commission, its members, employees, officers, successors, agents and representatives in connection with, or arising out of, or relating to the Commission accepting and acting or not accepting and not acting for any reason whatsoever pursuant to, in accordance with or relying upon, data received, through DocuSign and its eSignature application you or any unauthorized use of your ID/Password combination, the DocuSign Authentication Code, or the DocuSign eSignature application.
3. I agree to the DocuSign, Inc. Express (DocuSign) Electronic Signature Agreement terms and conditions outlined above.

The City of Carthage

"America's Maple Leaf City"

To: Carthage City Council

From: Mayor Dan Rife

Subject: Emergency Purchase

Date: 10/31/2023

Pursuant to section J of the City of Carthage purchasing manual, I have waived the customary purchasing procedures and authorized an emergency purchase to repair an irrigation pump that has failed at the Carthage Golf Course. The purchase will repair and replace the irrigation motor and coupling thus ensuring that the irrigation system will be able to reach all areas of the Carthage Golf Course. Currently four of the greens cannot be reached. Any delay in this matter could present drastic damage to the greens that would be very costly to repair.

The quoted price is from Eagle Eye Water Trac, located in Liberal Kansas for the cost of $12,520.00

I hereby advise the Council of the situation necessitating the emergency repair and the procedures used to secure this purchase.

Dan Rife, Mayor

326 Grant St., Carthage, MO 64836 (417) 237-7003 FAX (417) 237-7005

2024 Missouri Election Calendar

2024 Election Calendar | 2023 Election Calendar | 2022 Election Calendar

Official Election Day	Style of Election	Last Day to Register to Vote	First Day for Candidate Filing	Last Day for Candidate Filing	Final Certification Date
February 6, 2024	Bond elections may be held on the first Tuesday after the first Monday in February but no other issue shall be included on the ballot for such election.	January 10, 2024	October 10, 2023	October 31, 2023	November 28, 2023
March 5, 2024 (see local charter)	Charter cities and charter counties ONLY	February 7, 2024	November 7, 2023	November 28, 2023	December 26, 2023
April 2, 2024	General Municipal Election Day	March 6, 2024	December 5, 2023	December 26, 2023	January 23, 2024
August 6, 2024	Primary Election	July 10, 2024	February 27, 2024	March 26, 2024	May 28, 2024
November 5, 2024	General Election	October 9, 2024	July 9, 2024*	July 30, 2024*	August 27, 2024

You're invited to a Carthage City Employee

Christmas Party

Public Works will provide the Main Dish and Drinks. Please let Rachel know if you would like to provide a side dish or dessert.

RSVP to Rachel: r.sutherland@carthagemo.gov

Where: **Memorial Hall**

When: **December 15, 2023**

Time: **11:00 am to 3:00 pm**