

--NOTICE OF MEETING--
PUBLIC WORKS COMMITTEE

February 4, 2025

5:30 PM

CITY HALL

326 GRANT STREET

COUNCIL CHAMBERS

--AMENDED AGENDA--

OLD BUSINESS

- **Consideration and approval of Minutes from previous meeting**

CITIZENS PARTICIPATION

NEW BUSINESS

- **Review/Amend Council Bill 22-44, Real Estate Contract for Myers Park Subdivision between The City of Carthage and Faik Bilalli and Lumnije Bilalli.**
- **Discuss Use Agreement for Parking Lot located at 2nd & Howard**

OTHER BUSINESS

STAFF REPORTS

- **Zeb Carney- Discuss 5 year capital plan**
- **Traci Cox**

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 THE MEETING.**

POSTED: 02/03/2025

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"



12-03-2024 PUBLIC WORKS COMMITTEE MEETING MINUTES

Committee Members present: Chris Taylor, Derek Peterson, Lori Leece and Tom Barlow

Staff Members present: Zeb Carney, Public Works Director, Traci Cox, Interim City Administrator, Bill Hawkins, Police Chief and Julie Tilley, Public Works Administrative Coordinator.

Citizen Present: Ron and Regina Wells

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

Derek Peterson made a motion to accept the minutes from the October 1, 2024, Committee meeting. All ayes, motion passed.

Citizen Participation:

Ron Wells, 2026 S Maple, spoke to the committee about his continuing concern about the speed on his street and the possibility of putting in 2 four-way stop signs at the intersections of Main & Southside and Maple & Southside. He also expressed concern regarding stormwater runoff that is spilling out onto the street at the intersection of Southside and Maple. Regina Wells thanked Police Chief Hawkins for responding to her concerns.

New Business:

1. Discuss construction contract for Governor's Cost Share – Airport Dr. & Hazel Ave. Improvements project awarded to Sprouls Construction in the amount of \$1,098,449.10. Zeb gave a brief description of the overall project. After a brief discussion, Lori Leece made a motion to forward to the council. All ayes, motion carried.
2. Discuss proposed 4 way stop signs at Main & Southside and Maple & Southside. Zeb shared with the committee findings from several Federal studies that reflect that 4 way stop signs near to each other do not help in controlling speed and the accident rate is often increased by 50% in those areas. Police Chief Hawkins reported that increased patrolling in this area has helped but that also has limitations. After further discussion no action was taken.
3. Consider bids for Downtown Square Sidewalks & Streetscaping Restoration Project – the low bidder for this project was received from Hessling Construction in the amount of \$840,406.75. Zeb shared with the committee the challenges of the grant process and the extended timelines that often impact budget and design. This project has been in the works for 3 years and has a 50/50 grant match. The budgeted amount for this project is \$819,000.00. After a brief discussion, Derek Peterson made a motion to accept the low bid of \$840,406.75 and forward to the council. All ayes, motion carried.

Other Business: None

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Staff Reports:

Zeb reported on the following:

- Missouri Regional Bridge Program grant opportunity. The plan is to pursue this grant for the southernmost bridge on North Garrison. This grant does not require a match from the city, and it will probably be at least a year before the city knows if we have been approved.
- Blevins will be shutting down soon, currently they have milled West Chestnut Street from west of the Railroad tracks to Baker and are laying asphalt over that same area. The project should be completed in the next day or so.
- Roller is back in operation.
- Wyatt Hettinger will be leaving the Public Works Department soon to pursue a desire to go into law enforcement. He plans to attend the Police Academy in January. He is an outstanding employee and will be greatly missed.
- Leaf Pick up operations are in full swing and making their way through the city – the program runs through the end of December

Bill Hawkins reported on the following:

- He attended a meeting earlier in the day with the Humane Society and others to discuss some of the ongoing concerns with the financial challenges, the staffing issues and the status regarding taking in animals.

Traci reported on the following:

- She will be meeting with the salary study committee this week to discuss any proposed updates.

Lori Leece made a motion to adjourn the meeting at 6:31 p.m. All Ayes, motion carried.

COUNCIL BILL NO. 22-44

ORDINANCE NO. 22-44

An Ordinance authorizing the Mayor to execute a Real Estate Contract for the sale of land in the Myers Park Subdivision between the City of Carthage, Missouri and Faik Bilalli and Lumniye Bilalli in Carthage, Missouri 64836.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute on behalf of the City of Carthage, a Real Estate Agreement for the sale of land, including all associated documents and closing documents, in the Myers Park Subdivision between the City of Carthage, Missouri and Faik Bilalli and Lumniye Bilalli, a copy of which Real Estate 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 8th DAY OF NOVEMBER, 2022.



ATTEST:

Miranda Deal
Miranda Deal, City Clerk

Dan Rife, Mayor

CONTRACT FOR SALE OF REAL ESTATE

The parties to this Contract are the CITY OF CARTHAGE, MISSOURI, a Municipal Corporation, hereinafter referred to as "Seller", and Faik Bilalli and Lumniye Bilalli, Husband and Wife of the City of Carthage, Missouri. ("Buyer").

1. Sale. Buyer desires to purchase certain property located in the City of Carthage, Jasper County, Missouri comprising approximately 8.69 Acres generally described as Myers Park Subdivision Plat 4 Lot 2 Block 3 specifically described in Exhibit A, attached hereto and made a part hereof (the "Property").

The parties will rely on a survey as the true and accurate legal description and total acreage for the sale. The acreage may differ based on easements, road right of ways and general errors with the Beacon acre calculations.

2. Purchase Price. The purchase price of the property shall be THREE HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 (\$350,000.00), which Buyer shall pay in cash or by certified funds as follows:

3. Title and Deed.

A. At closing, Seller shall deliver a Corporation Warranty Deed to Buyer, conveying marketable fee simple title free and clear of all liens and encumbrances, except for easements of record and any other easements, public or private, which are clearly apparent to the ordinary person on ordinary inspection of the premises, and which Deed shall provide that the conveyance is expressly subject to the Myers Park Regulations and Development Standards set forth in the Code of the City of Carthage.

B. Seller shall provide to Buyer within twenty (20) days after the signing of

this contract by both parties, a title search and commitment to issue an owner's policy of title insurance in the amount of the purchase price, naming Buyer as the insured, written by a title insurance company licensed to insure titles in Missouri, which policy shall insure Buyer's title to be marketable in fact and free and clear of all liens and encumbrances except for easements of record and any other easements, public or private, which are clearly apparent to the ordinary person on ordinary inspection of the premises, subject to the Myers Park Regulations and Development Standards set forth in the Code of the City of Carthage, and policy shall be issued after the Seller's Corporation Warranty Deed shall be placed of record.

- C. After delivery of the title insurance commitment, Buyer shall have twenty (20) days in which to examine the said commitment and notify Seller in writing of any objection. If there are any objections to Seller's title to the property as disclosed by the commitment, Seller shall furnish to Buyer, within a reasonable time, a new or amended title insurance commitment satisfying any such objections, but if such commitment satisfying any such objections shall not be furnished within thirty (30) days after said notice, Buyer shall have the option of terminating this Contract.
- D. Seller warrants and represents, as of the time of closing, that:
- (1). Seller shall have good and merchantable title to the Property;
 - (2). That Seller shall have paid all taxes on the property (except those not due or delinquent); and that

(3). To the best of Seller's knowledge the Property is not contaminated with, nor threatened with contamination from outside sources by any chemical, material or substance to which exposure is prohibited, limited or regulated by any federal, state, county, local or regional authority or which is known to pose a hazard to health and safety and that the property has never been used for a landfill, dump site, or storage of hazardous substances.

4. Closing. The closing for the sale of the said property shall be held on _____ or at such earlier date as the parties shall agree. The closing shall be held at such place and time as the parties shall agree.

5. Access to Real Property:

Buyer shall have the right to conduct, at its sole expense, inspections, tests, surveys and other studies including, but not limited to, a Phase I environmental audit, for the purpose of identifying the existence in, on or about the Property, of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, or underground tanks, and Seller hereby grants Buyer and Buyer's agents the right to enter upon the Property at all reasonable and mutually agreed times for the purpose of conducting such inspections, tests, surveys and studies.

6. Closing, Expenses and Adjustments. At the closing hereof, Buyer shall pay to Seller the balance of the purchase price in cash or certified funds. Real estate taxes for the current year, if any, shall be pro-rated as of the date of closing based upon taxes for the prior year. Seller agrees to pay the fee for the preparation of this Contract, for the title search or commitment and the closing fee. Buyer shall pay

for the owner's policy of title insurance and all recording fees.

7. Refund or Forfeiture of Earnest Money Deposit.

If Buyer terminates this Agreement because obligations of Seller are not fulfilled or representations or warranties of Seller prove to be incorrect, then the earnest money deposit shall be returned to Buyer and neither party shall have any further liability under this Contract.

8. Cooperation. The parties agree to cooperate with the other parties and to execute and deliver such instruments and to do all such other acts as the other parties may be reasonably requested to do from time to time by the other parties in order to consummate this Contract.

9. Possession of the Property. Possession of the property shall be delivered to Buyer on the date of closing.

10. Infrastructure Improvements. The parties agree that Seller shall not be required to pay or to contribute to the cost of road or other infrastructure.

11. Option To Buy Back. Seller shall have the option to buy back the property for the price paid by Purchaser under the following conditions:

- A. Purchaser has not "Commenced Construction" as defined in the site plan provided to public works. Purchaser shall be deemed to have Commenced Construction on the property only if the foundation and slab for the building has been completed within twenty-four (24) months from the effective date of this agreement;
- B. Seller has given Purchaser written notice of Seller's intent to exercise Seller's option to buy back; and

- C. Purchaser has not Commenced Construction within 90 days of the notice from Seller under the immediately preceding paragraph hereof and completed construction of the building within twelve (12) months after Commencement of Construction, with receipt of Certificate of Occupancy.
- D. The purchase price will be the entirety that Seller will have to pay for the Buy Back and Buyer will not be entitled to any recoupment of any money paid by them above the selling price.
12. Assignment. Buyer's rights and obligations under this Contract may not be assigned without the prior written consent of Seller.
13. Miscellaneous. Notices, consents and approvals required by this agreement shall be either personally delivered or placed in the United States Mail, properly addressed and with certified or registered postage prepaid, to Seller at 326 Grant Street, Carthage, Missouri 64836, to the attention of Nathaniel Dally, City Attorney, and to Buyer at 745 Sheridan, Carthage Missouri 64836.

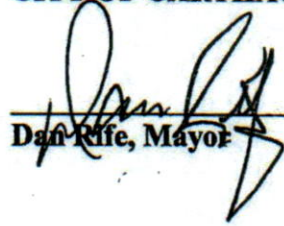
IN WITNESS WHEREOF, the parties have executed this Contract in one or more duplicate originals on the dates set forth adjacent to their respective signatures.

SELLER:

CITY OF CARTHAGE, MISSOURI

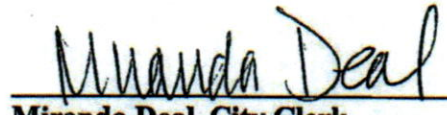
11-8-22
Date

By:


Dan Rife, Mayor

(Seal)

ATTEST:


Miranda Deal, City Clerk

BUYER:

11/10/22
Date


Faik Bilalli


Lumnije Bilalli