City of Carthage, Missouri
CITY COUNCIL

April 8, 2025 - 6:30 PM
CITY HALL COUNCIL CHAMBERS

**** AMENDED AGENDA****

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance to Flag**
4. **Calling of the Roll**
5. **Reading and Consideration of Minutes of Previous Meeting**
   1. Approval of March 25, 2025 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**
    (During reports/remarks of councilmembers, members of the council may take this opportunity to report on meetings, make comments and/or express concerns regarding current issues impacting the city, or make announcements concerning topics of interest of the council.)
12. **Administrative 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. 25-19 -- An Ordinance authorizing the Mayor to enter into a contract with Banner Fire Equipment, Inc., for the purchase of one (1) E-One Typhoon HP 75 Ladder Fire Apparatus

2. C.B. 25-20 -- An Ordinance authorizing the Mayor to enter into an Agreement with The Walker Collaborative Team to prepare the Historic District Design Guidelines for the City of Carthage, Missouri.

16. New Business

1. C.B. 25-21 -- An Emergency Ordinance authorizing the Mayor to enter into a Contract with Servpro of Carthage for repairs to the Central Park Restrooms, in the City of Carthage, Missouri.

17. Mayor's Appointments

18. Resolutions

1. Resolution 2082 -- A Resolution providing for the formal acceptance of a donation from the Carthage Youth Softball team of $5,115.00 for epoxy application on the floor of the concession stand by the City Council of the City of Carthage, Missouri pursuant to City policy
2. Resolution 2083 -- A Resolution approving the declaration as surplus to the City's needs and authorizing the disposition of fencing

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

MARCH 25, 2025 - 6:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

To hear the full comments and discussions, please refer to the recorded YouTube video of this meeting.

https://www.youtube.com/watch?v=44Dcj1sVdcM

The Carthage City Council met in regular session on the above date in Council Chambers at 6:30 PM with Mayor Alan Snow presiding. Fire Chief Jason Martin gave the invocation. Police Chief Bill Hawkins led the flag salute.

The following Council Members answered roll call: Chris Taylor, Derek Peterson, Ray West, Terri Heckmaster, Tom Barlow, and Jana Schramm. Council Member Lori Leece was absent. Interim City Administrator Traci Cox and City Attorney Jon Gold were also present.

The following Department Heads were present: Police Chief Bill Hawkins, Fire Chief Jason Martin, Parks and Recreation Director Abi Almandinger, IT Administrator Michael Keith, and City Clerk Miranda Deal.

Mr. Taylor made a motion, seconded by Mr. Peterson, to approve the minutes of the March 11, 2025 Council meeting and closed session. Motion carried.

Mayor Snow reported that he presented a proclamation for Donal Myers.

During Public Comments, Renae Minshew with the Carthage Humane Society spoke about the animal problem within the country and the lack of agreement between the City and the humane society.

Ms. Heckmaster reported that the Budget Ways and Means Committee is between meetings. The next meeting will be on April 14th at 5:30.

Ms. Schramm reported that the Committee on Insurance, Audit and Claims met on this day and approved the claims. She reported that Rebecca Baker with KPM was present to review the City's annual audit and reported on the ARPA reporting issue that was within their report. The issue will be addressed when the reporting period opens up in April. Ms. Schramm made a motion, seconded by Mr. Taylor, to accept the audit results as presented. Motion carried. She also reported on the code change for the 2-160 (b) that is on the agenda for the night. The next meeting will be on April 8th at 5:30.

Ms. Heckmaster reported that the Public Safety Committee met on March 17th . The committee reviewed the addition of Lunar New Year to the fireworks exception ordinance, they also decreased the time that fireworks can be discharged for all the exceptions. The committee heard from Todd with Vintage Rods who would like to host a car show on the square on May 17 from 3-5 pm. He requested permission for cars to back into the parking spaces. Ms.

Heckmaster made a motion, seconded by Mr. Barlow, to allow the cars to back into the parking spaces on May 17 from 3-5 pm. Motion carried. They heard from Melissa Little, the Tourism Director, about the road closures needed for the food truck Friday events. Ms. Heckmaster made a motion, seconded by Mr. Taylor, to close 7th Street from Garrison to Lyon and Lyon from 7th to Chestnut on April 11, May 9, June 13, July 11, August 8, and September 12 from 7 am until 10 pm. Motion carried. They also heard from Chief Martin about the ladder truck that will be ready late 2026, there has been a letter of intent to purchase issued, the council bill entering into the agreement to purchase is on the agenda as Council Bill 25-19. The next meeting will be on April 21st at 5:30.

Mr. Barlow reported the Public Services Committee is between meetings. The next meeting will be on March 27th at 5:30.

Mr. Barlow reported the Public Works Committee is between meetings. The next meeting will be on April 1st at 5:30.

Special Committee and Board Liaison reports were given by Ms. Schramm for Vision Carthage and the Jasper County Commissioners.

Mayor Snow reported that April 4 will be Mr. Carney's last day with the City of Carthage. He thanked him for his service to the City and all the improvements that he has been a vital part of. He will be greatly missed. He also reported that he would like to name Josiah Bayless as the Interim Public Works Director until a committee can be formed and that position is filled. Ms. Schramm made a motion, seconded by Mr. Taylor, to appoint Josiah Bayless as the Interim Public Works Director beginning April 4.

During Remarks from Council Members, Mr. Taylor thanked Mr. Carney for all of his work and believes that Josiah will do an excellent job. Mr. West encouraged everyone to go and vote and mentioned that early voting had started and that the decisions that City Council makes affects citizens the most since it is in their town. Mr. Barlow thanked City leadership and the Police Department for their help in fixing the drop off and pick up issue at Fairview school. Ms. Schramm made a motion, seconded by Ms. Heckmaster to amend the agenda to move Council Bill 25-18 up to be read before the second reading of Council Bill 25-15. Motion carried. Ms. Schramm also reported that she met with Kim Bausinger with United Way and wanted to promote the 2-1-1 program they have. It provides links for help in various areas based on your zip code. She also reported that their Day of Caring is on June 13 and encouraged everyone to get out and volunteer at their local nonprofit organizations.

Fire Chief Jason Martin reported that there have been a lot of red flag days lately and asked the public to please pay attention to those alerts on the weather conditions. He reported that there will be a demo at the next public safety meeting for a mass notification system. He also mentioned there is potential for severe weather this weekend, and that the letter of intent had been given to the company for the ladder truck currently in production.

Parks and Recreation Director Abi Almandinger reported that the Central Park irrigation project has started, she also reported that the new fencing was going up at the Fair Acres Ballfields and thanked the McCune Brooks Trust for their generous donation to the City to help get the much needed updates throughout the City.

Interim City Administrator Traci Cox reported that Midwest Public Risk had alerted her to a change in the way they do their deductibles and that each City is rated individually now rather than it being the same across the state. The City of Carthage Law Enforcement liability deductible is going up from $1,000 to $5,000 per occurrence, and that the Public Official/Employment Practices liability deductible is going up from $1,000 to $50,000 per occurrence.

The Committee on Claims filed a report in the amount of $1,153,136.25 against the following funds: General Revenue $185,025.56, Public Health $159,190.25, Lodging $3,240.85, Public Safety $1,003.52, Parks/Stormwater $10,040.00, Fire Protection $177.97, Golf $18,124.93, Parks and Recreation $46.98, Myers Park $4,504.50, Use Tax $68,977.42, Public Facilities $4,742.00, and Payroll $698,062.27. Mr. Peterson made a motion, seconded by Mr. Taylor, to accept the report and allow the claims. Motion carried.

Under Old Business, C.B. 25-09 -- An Ordinance to amend Chapter 10, Article I, Section 10-4 of the Carthage City Code to add Lunar New Year as an exception to Section 10-3 was placed on second reading followed by a roll call vote of 6 yeas and 0 nays. Ayes: Taylor, Peterson, West, Heckmaster, Barlow, Schramm. The Council Bill was approved and numbered Ordinance 25-09.

C.B. 25-10 -- An Ordinance authorizing the Mayor to enter into a Contract with Lightspeed Point of Sale for the Carthage Golf Course, in the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 6 yeas and 0 nays. Ayes: Peterson, West, Leece, Heckmaster, Barlow, Schramm. The Council Bill was approved and numbered Ordinance 25-10.

C.B. 25-11 –An Ordinance authorizing the Mayor to enter into an Agreement with Carthage Youth Softball League for non-exclusive use of the softball fields at the Fair Acres Sports Complex during the summer of 2025, in the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 6 yeas and 0 nays. Ayes: Taylor, Peterson, West, Heckmaster, Barlow, Schramm. The Council Bill was approved and numbered Ordinance 25-11.

C.B. 25-12 -- An Ordinance authorizing the Mayor to enter into an Agreement with Carthage Little League for non-exclusive use of the baseball fields at the Fair Acres Sports Complex during the summer of 2025, in the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 6 yeas and 0 nays. Ayes: Taylor, Peterson, West, Heckmaster, Barlow, Schramm. The Council Bill was approved and numbered Ordinance 25-12.

Ms. Schramm asked that in next years agreement, there needs to be something to include the age group of 13-16.

C.B. 25-13 -- An Ordinance authorizing the Mayor to enter into an Agreement with Fair Acres YMCA for non-exclusive use of the fields at the Fair Acres Sports Complex for the YMCA's Spring Sports Program, in the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 6 yeas and 0 nays. Ayes: Taylor, Peterson, West, Heckmaster, Barlow, Schramm. The Council Bill was approved and numbered Ordinance 25-13.

C.B. 25-14 -- An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Total Electronics Contracting, Inc. for installing door access controls for security at the Public Works and Street Department buildings was placed on second

reading followed by a roll call vote of 6 yeas and 0 nays. Ayes: Taylor, Peterson, West, Heckmaster, Barlow, Schramm. The Council Bill was approved and numbered Ordinance 25-14.

C.B. 25-18 – An Emergency Ordinance amending Section 2-160 (b) of the Carthage City Code was placed on first reading.

Ms. Schramm made a motion, seconded by Mr. Taylor, to advance Council Bill 25-18 to second reading due to its emergency status. Motion carried.

C.B. 25-18 – An Emergency Ordinance amending Section 2-160 (b) of the Carthage City Code was placed on second reading followed by a roll call vote of 6 yeas and 0 nays. Ayes: Taylor, Peterson, West, Heckmaster, Barlow, Schramm. The Council Bill was approved and numbered Ordinance 25-15.

C.B. 25-15 -- An Ordinance authorizing the City of Carthage to enter into an Agreement with Traci Cox for the purpose of employing her as City Administrator for the City of Carthage, authorizing the Mayor to execute said Agreement by and on behalf of the City of Carthage, Missouri was placed on second reading.

Ms. Schramm made a motion, seconded by Mr. Peterson, to amend the language of the contract to what was presented in the packet, removing the stricken sections in parts a and c. Ms. Cox mentioned that section a was changed to match the Charter, and section c was changed to match the City Code. Motion carried.

Council Bill 25-15 passed by a roll call vote of 6 yeas and 0 nays. Ayes: Taylor, Peterson, West, Heckmaster, Barlow, Schramm. The Council Bill was approved and numbered Ordinance 25-16.

Ms. Schramm made a motion, seconded by Mr. Taylor, to allow Ms. Cox to live within 5 miles of the City limits of Carthage. Motion carried.

C.B. 25-16 – An ordinance to amend Section 2-316 of Chapter 2, Article 4, Division 2 of the Code of the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 4 yeas and 2 nays. Ayes: Peterson, Heckmaster, Barlow, Schramm. Nays: Taylor, West. The Council Bill failed.

C.B. 25-17 – An ordinance to amend section 2-328 of Chapter 2, Article 4, Division 2 of the Code of the City of Carthage, Missouri. was placed on second reading followed by a roll call vote of 6 yeas and 0 nays. Ayes: Taylor, Peterson, West, Heckmaster, Barlow, Schramm. The Council Bill was approved and numbered Ordinance 25-17.

Under New Business, C.B. 25-19 -- An Ordinance authorizing the Mayor to enter into a contract with Banner Fire Equipment, Inc., for the purchase of one (1) E-One Typhoon HP 75 Ladder Fire Apparatus was placed on first reading with no action taken.

C.B. 25-20 -- An Ordinance authorizing the Mayor to enter into an Agreement with The Walker Collaborative Team to prepare the Historic District Design Guidelines for the City of Carthage, Missouri was placed on first reading with no action taken.

During Mayor's Appointments, Ms. Schramm made a motion, seconded by Mr. Taylor, to approve the Mayor's Appointment of Traci Cox as City Administrator. Motion carried.

During closing comments, congratulations were extended by all to Ms. Cox. Mr. Peterson thanked Ms. Schramm, for requesting that the claims reports be included in the packets. Ms. Heckmaster stated she was disappointed about the failure of Council Bill 25-16. She stated that Mr. Beimdiek once told her that it takes 2 years for a board member to get familiar with how the utility board works and that they make big decisions for the citizens and their power. They should be allowed 2 years to learn and 4 years to serve. Ms. Schramm also expressed her disappointment with the failure of Council Bill 25-16.

Ms. Schramm made a motion, seconded by Mr. Peterson, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:20 p.m.

City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

March 25, 2025 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

MEMBERS PRESENT: Jana Schramm, Derek Peterson, Terri Heckmaster

STAFF PRESENT: Interim City Administrator Traci Cox, City Clerk Miranda Deal, IT Administrator Michael Keith

Chair Jana Schramm called the meeting to order at 05:30 PM.

2. Old Business

1. Approval of March 11, 2025 Minutes

ACTION: Motion to accept/approve item 2.1. by Derek Peterson; Motion passed with a 3:0
AYES: Jana Schramm, Derek Peterson, Terri Heckmaster

2. Review & Approval of the Claims Report

ACTION: Motion to accept/approve item 2.2. by Terri Heckmaster; Motion passed with a 3:0
AYES: Jana Schramm, Derek Peterson, Terri Heckmaster

3. Citizens Participation

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

4. New Business

1. Consider and Discuss amendment to section 2-160 (b) of the City Code

Ms. Cox mentioned that this change goes along with the contract for the City Administrator. It will be approved prior to the second reading of the City Administrator contract. Ms. Schramm read the change of the section and Ms. Cox mentioned that the contract came from a template that was sent by Matt Gist who is an HR attorney that works with Midwest Public Risk. There was no intent to put something in the contract that went against the code or the City charter.

ACTION: Motion to forward the council bill to council for approval by Terri Heckmaster;

Motion passed with a 3:0

AYES: Jana Schramm, Derek Peterson, Terri Heckmaster

2. Presentation of the annual audit report by KPM CPA's

Rebecca Baker with KPM CPA's was present to review the City's annual audit findings. She reviewed the expenses and revenue changes between FY 24 and FY 23. The General Fund reserves are sitting at 46% with the City's reserve policy being a minimum of 35%. She also reviewed the federal reporting requirement that was new for this year's audit due to the federal funds received for the Industrial Park land and the COVID funds that were received in years past. There was a note on the audit that the reporting was not done properly for the funds, but the issue will be corrected in April when the annual reporting portal opens up for the City to report expenditures for the ARPA funds. She reviewed some of the new GASB Pronouncements and just made the committee aware of some changes that were happening and suggestions that the City should follow.

3. Staff Reports

Ms. Deal reported on the budget process and the second set of CD's that came due. There was a total of $2,000,000.00 moved from Community National Bank over to Guaranty Bank for the next twelve months.

Ms. Cox reported that she received notice from Midwest Public Risk that the way they determine deductibles is now based on experience and is not the same for all of their members. With all of the claims the city has had recently, the law enforcement liability deductible is going up from $1,000 to $5,000 per occurrence. The public official/employment practices liability is going up from $1,000 to $50,000 per occurrence. She also reported on doing the Tyler Technology Incode 10 demo recently and believes that it will be able to replace the current budgeting software the City is using, the wait time for Incode 10 is about 12-15 months, and there is a contract in place with the budgeting software until June 2027. The recurring costs per year will increase, but it will be less than the annual costs of the budgeting software.

5. Adjournment

ACTION:	Motion to Adjourn at 06:04 PM by Derek Peterson
	Motion Passed with a 3:0
AYES:	Jana Schramm, Derek Peterson, Terri Heckmaster

City of Carthage, Missouri

PUBLIC SERVICES COMMITTEE

March 27, 2025 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. **Call to Order**
2. **Old Business**
   1. Approval of Previous Minutes.
3. **Citizen Participation**
   (Citizens wishing to address the Council or Committee should notify the City in advance and provide the item they want to address in written format at least 24 hours before the meeting. Please call Angie Judd at the Parks & Recreation office at 417-237-7035, or email a.judd@carthagemo.gov.)
4. **New Business**
   1. Consider and discuss Kids' Fishing Day on June 7.
   2. Consider and discuss design for Memorial Hall sign.
   3. Consider and discuss Memorial Hall sign policy.
   4. Consider and discuss Memorial Hall rental contract.
   5. Consider and discuss sponsorship policy.
   6. Consider and discuss job description.
   7. Consider and discuss surplus of fencing materials.
   8. Consider and discuss Red, White and Boom.
   9. Consider and discuss donation from Carthage Youth Softball.
5. **Staff Reports**
   1. Staff reports.
6. **Other Business**
7. **Adjournment**

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

City of Carthage, Missouri
PUBLIC SERVICES COMMITTEE

March 27, 2025 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

MEMBERS PRESENT: Tom Barlow, Jana Schramm, Lori Leece, Ray West
MEMBERS ABSENT:

OTHERS PRESENT: Kellogg Lake Board President Jackie Boyer

STAFF PRESENT: Parks and Recreation Director Abi Almandinger, Administrative Assistant Angie Judd, City Administrator Traci Cox, Tourism Director Melissa Little

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

2. Old Business

1. Approval of Previous Minutes.
Ms. Leece motioned to approve the previous minutes as amended, motion passed.

ACTION:	Motion to accept/approve item 2.1. by Lori Leece; Motion passed with a 4:0
AYES:	Tom Barlow, Jana Schramm, Lori Leece, Ray West
NOES:	None
ABSTAIN:	None

3. Citizen Participation

(Citizens wishing to address the Council or Committee should notify the City in advance and provide the item they want to address in written format at least 24 hours before the meeting. Please call Angie Judd at the Parks & Recreation office at 417-237-7035, or email a.judd@carthagemo.gov.)

4. New Business

1. Consider and discuss Kids' Fishing Day on June 7.
Ms. Almandinger introduced Jackie Boyer, Kellogg Lake Board President, to discuss the annual Kids Fishing Day. Ms. Boyer requested permission to close Kellogg Lake to public fishing from June 1st to June 7th in preparation for Kids' Fishing Day. She stated that the Kellogg Lake Board and the Missouri Department of Conservation will stock the lake the week prior to the event. The event will be held from 8 am to noon. Ms. Almandinger stated there were no

concerns for the event. Ms. Leece motioned to approve closing Kellogg Lake to public fishing from June 1st through June 7th, motion passed.

ACTION: Motion to accept/approve item 4.1. by Lori Leece; Motion passed with a 4:0
AYES: Tom Barlow, Jana Schramm, Lori Leece, Ray West
NOES: None
ABSTAIN: None

2. Consider and discuss design for Memorial Hall sign.

Ms. Almandinger stated she has been working with DPI Signs for the Memorial Hall sign change and presented two options available at a cost of $1,265. Mr. Barlow inquired about logo placement on Option 1 potentially being closest to the road on each side of the sign. Ms. Schramm motioned to approve Option 1 and checking if the maple leaf graphic could be positioned closest to the road on each side at no extra charge, motion passed.

ACTION: Motion to accept/approve item 4.2. by Jana Schramm; Motion passed with a 4:0
AYES: Tom Barlow, Jana Schramm, Lori Leece, Ray West
NOES: None
ABSTAIN: None

3. Consider and discuss Memorial Hall sign policy.

Ms. Almandinger noted the Memorial Hall digital sign advertising policy had not been updated since the 1990s. She stated the proposed rate changes now combine text, pictures, and videos at the same rate as there is no additional work or time involved with the new sign technology. Clarifications were made regarding wording in the policy and slide limitations. Ms. Schramm motioned to accept the Memorial Hall sign policy with changes discussed, motion passed.

ACTION: Motion to accept/approve item 4.3. by Jana Schramm; Motion with a 4:0
AYES: Tom Barlow, Jana Schramm, Lori Leece, Ray West
NOES: None
ABSTAIN: None

4. Consider and discuss Memorial Hall rental contract.

Ms. Almandinger presented the Memorial Hall rental contract previously used for office space available at Memorial Hall. She noted local rental rates for comparison, advising it was difficult to find a good comparison as the office space available is located in the basement with no windows. Ms. Leece motioned to approve the rental agreement for the Memorial Hall office space, motion passed.

ACTION: Motion to accept/approve item 4.4. by Lori Leece; Motion passed with a 4:0
AYES: Tom Barlow, Jana Schramm, Lori Leece, Ray West
NOES: None
ABSTAIN: None

5. Consider and discuss sponsorship policy.

Ms. Almandinger presented the Sponsorship policy, advising sponsorships were an industry standard for municipalities in the area. She stated the policy supports

city facilities, events, and programming, benefiting tourism and economic development. Coordination between the Parks Director, Tourism Director, and city administration was emphasized. Ms. Leece motioned to approve the policy as amended, motion passed.

ACTION: Motion to accept/approve item 4.5. by Lori Leece; Motion passed with a 4:0
AYES: Tom Barlow, Jana Schramm, Lori Leece, Ray West
NOES: None
ABSTAIN: None

6. Consider and discuss job description.

Ms. Almandinger reported that suggested changes by CIAC had been implemented. She advised that the Parks Operations Assistant title is the preferred job title as it better reflects the job description and duties. Formatting adjustments were noted. Ms.Leece motioned to approve the job description, motion passed.

ACTION: Motion to accept/approve item 4.6. by Lori Leece; Motion passed with a 4:0
AYES: Tom Barlow, Jana Schramm, Lori Leece, Ray West
NOES: None
ABSTAIN: None

7. Consider and discuss surplus of fencing materials.

Ms. Almandinger reported that new fences were being installed at the Fair Acres ballfields. She requested to surplus the old fencing materials in order to offer them on a first-come, first-served opportunity to community. Ms. Schramm motioned to approve and forward the resolution to full council for the surplus of fencing materials, motion passed.

ACTION: Motion to accept/approve item 4.7. by Jana Schramm; Motion passed with a 4:0
AYES: Tom Barlow, Jana Schramm, Lori Leece, Ray West
NOES: None
ABSTAIN: None

8. Consider and discuss Red, White and Boom.

Ms. Almandinger outlined preliminary planning and expenses for Red, White, and Boom. Ms. Cox noted that funding is available for the event. Ms. Almandinger stated that the Parks Operations Assistant and Tourism Director would collaborate on planning, with support from the Fire, Police, and Parks Departments on the event day. Ms. Schramm motioned to table the discussion until the April meeting while allowing staff to begin preliminary planning, motion passed.

ACTION: Motion to table item 4.8. by Jana Schramm; Motion passed with a 4:0
AYES: Tom Barlow, Jana Schramm, Lori Leece, Ray West
NOES: None
ABSTAIN: None

9. Consider and discuss donation from Carthage Youth Softball.

Ms. Almandinger presented a resolution to accept a donation from Carthage Youth Softball. She emphasized the great relationship with the Carthage Youth Softball organization who maintains the softball facilities at Fair Acres. She stated the organization approached with a desire to upgrade the concessions with new epoxy flooring. Ms. Leece motioned to accept the donation resolution and send to full council for approval, motion passed.

ACTION:	Motion to accept/approve item 4.9. by Jana Schramm; Motion passed with a 4:0
AYES:	Tom Barlow, Jana Schramm, Lori Leece, Ray West
NOES:	None
ABSTAIN:	None

5. Staff Reports

1. Staff reports.

Ms. Almandinger presented monthly reports from Golf, Golf Maintenance, Parks Maintenance, Recreation, and the Civil War Museum. She announced that the first Pool Steering Committee meeting is scheduled for April 7th at 8:30 a.m. She reported a decrease in vandalism in park bathrooms, allowing extended hours until 7 p.m. for the next few weeks before reevaluation. Updates on ongoing projects included progress on Central Park flower beds, the final Parks monument sign set for completion in May, the finalization of the LIME scooter contract, and the completion of ash tree removal under the Missouri Department of Conservation cost-share program.

Ms. Little reported that the Food Truck Friday deadline is April 1st, with nearly all spots filled and 40-50 vendors expected. She stated efforts are underway to expand radio advertising to attract more tourism. She advised that billboards in Springfield and Ozark are promoting the Civil War Museum, with plans to measure its effectiveness through the guest book. She reported that planning for the 2026 Route 66 Centennial is also in progress.

6. Other Business

7. Adjournment

ACTION:	Motion to Adjourn at 06:56 PM by Jana Schramm
	Motion Passed with a 4:0
AYES:	Tom Barlow, Jana Schramm, Lori Leece, Ray West
NOES:	None
ABSTAIN:	None

--NOTICE OF MEETING--

PUBLIC WORKS COMMITTEE

April 1, 2025

5:30 PM

CITY HALL

326 GRANT STREET

COUNCIL CHAMBERS

OLD BUSINESS

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

STAFF REPORTS

- **Zeb Carney/Josiah Bayless**

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: 03/31/2025

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"

APRIL 1, 2025, PUBLIC WORKS COMMITTEE MEETING MINUTES

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

Staff Members present: Zeb Carney, Public Works Director, Josiah Bayless, Street Dept. Superintendent and Rachel Sutherland, Public Works Administrative Assistant.

Citizens Present: Bren Flannigan, Julie Tilley, and Bill Smith.

Chairperson Chris Taylor called the Public Works Committee meeting to order at 5:34 p.m.

Lori Leece made a motion to accept the minutes of the February 4, 2025, Committee meeting. All eyes, motion passed.

New Business: None

Other Business: None

Staff Reports:

Zeb reported on the following:

- Bids for Macon St. and Chestnut St. Box Culverts will be opened Thursday, April 3, 2025, at 10:00 am
- Spoke about plans for sidewalk at HH & Chapel Rd and Airport & Fairview
- Will be accepting bids soon for the 3rd Street Bridge
- The sidewalk project that is happening on The Square is going well so far.
- On Monday, The City was presented with a Grant opportunity for SS4A Study
- The I-49 Roundabout is ready for the final walk through, MoDot regulates the traffic direction markings.
- There is a possibility of applying for TAP Funds for more sidewalk projects.
- McGregor St. Bridge plans are in review with The Railroad.
- The Traffic Signal at Garrison and Fir should be complete in the next 2-3 weeks.
- Blevins is almost finished with paving in town.
- The Street Department has hired two new employees; James Bundy and Eric Kisling
- Friday, April 4th will be Zeb's final day as The Public Works Director

Lori Leece made a motion to adjourn the meeting at 6:02 p.m. All Ayes, motion carried.

City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

April 8, 2025 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. **Call to Order**
2. **Old Business**
   1. Approval of March 25, 2025 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. Consider and discuss Parks Operations Assistant job description
   2. 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

Carthage Water & Electric Plant

AGENDA

Notice is hereby given that the Carthage Water & Electric Plant Board will meet March 26, 2025, 3:00 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: February 20, 2025

APPROVAL OF DISBURSEMENTS: February $5,873,410.94

FINANCIAL STATEMENT: February

COMMITTEE REPORTS:

CITIZENS PARTICIPATION PERIOD:

OLD BUSINESS: None.

NEW BUSINESS:

1. Consideration for Engine Silencer Shrouding

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:
Meagan Milliken, P O Box 611 Carthage, MO 64836 417-237-7300

CWEP
BOARD MEETING MINUTES

The Carthage Water & Electric Plant Board met in regular session March 26th, 2025, 3:00 p.m. at the CWEP Office, 627 W Centennial, Carthage, MO.

Board:

☒ Brian Schmidt -Secretary
☒ Ron Ross- President
☒ Darren Collier -Vice President
☐ Lori Leece -Liaison
☒ Sid Teel - Member
☒ Tom Garrison – Member
☒ Mark Gier - Member

*Attended via videoconference

Staff:

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

Others present: City Administrator Traci Cox; City Councilmember Jana Schramm; Power Plant Manager Preston Storm

President Ross called the meeting to order at 3:05 p.m.

ADDITIONS/CHANGES TO THE AGENDA:

APPROVAL OF MINUTES:

A motion by Collier and seconded by Schmidt to approve the minutes as presented of the regular meeting of February 20, 2025, passed unanimously.

APPROVAL OF DISBURSEMENTS:

A motion by Schmidt and seconded by Teel to approve disbursements for February in the amount of $5,873,410.94, passed unanimously.

FINANCIAL STATEMENT:

CFO Nugent presented the February 2025 financials to the Board, noting that combined operating revenues were below budget for the month and year to date, combined operating expenses were under budget for the month and year to date.

A motion by Garrison and seconded by Collier to approve the February 2025 financials passed unanimously.

COMMITTEE REPORTS: None.

CITIZENS PARTICIPATION PERIOD:

General Manager Bryant welcomed Meagan Milliken-Public Relations Manager; Savanna Jones-Customer Service Representative and Amber Lasiter- Customer Service Representative to the meeting. Bryant commended these employees for the work they do during electric outages including filtering phone calls and managing social media. GM Bryant acknowledged while at times it is a thankless job, these ladies maintain great professionalism and a great image of the Utility.

GM Bryant also welcomed Power Plant Manager Preston Storm to the meeting and highlighted the work of the Dispatchers and Power Plant Maintenance crews on managing outage situations.

GM Bryant congratulated City Administrator Traci Cox on her new role for the city and expressed his excitement for her.

OLD BUSINESS: None.

NEW BUSINESS:

1. **Consideration for Engine Silencer Shrouding**

General Manager Bryant reported proposals were requested to shroud four engine silencers at the CWEP Power Plant. Site visits were conducted with several contractors interested in the project. Farabee Mechanical, Inc. submitted a proposal for $151,674.00, which includes a five-year warranty on materials and labor. Another proposal was received from John Henry Foster for $207,540.86, offering a one-year warranty on materials and labor. Two other contractors declined to participate in the project.

Power Plant Manager Preston Storm presented some background information and visuals regarding the Silencer Shrouding project.

Upon consideration and approval, a recommendation was made to award this project to Farabee Mechanical, Inc. in the amount of $151,674.00. This contractor has peviously provided other quality contracting services at the CWEP Power Plant.

A motion by Collier and seconded by Schmidt to award this project to Farabee Mechanical, Inc. in the amount of 151,674.00, passed unanimously.

STAFF REPORTS:

GM Bryant gave an update on the water reallocations of Stockton Lake. He gave the board an update on the truck barn expansion project. Bryant reviewed the series of outages that have occurred over the last month, including a breakdown of the potential causes from the SWPA substation. GM Bryant announced Nicki Fuller is leaving SPRA and she will be greatly missed. He reported the Tower-to-Tower Run is scheduled for May 10th. Bryant noted the next Customer Academy is coming up and will be held every Wednesday from April 9th to May 7th and asked for the Board to help spread the word.

CFO Nugent was thrilled to announce the accounting upgrades her staff have been working on including implementing new modules. These upgrades have been initiated by our software provider, Professional Computer Solutions, LLC, at no cost to the utility.

Executive Assistant Kirby announced the CWEP Company Picnic will be held on Saturday, May 31st at Municipal Park.

BOARD MEMBER COMMENTS:

Board Member Gier expressed his hopes of finding a way to communicate better with the City.

At 5:20 pm a motion by Schmidt and seconded by Collier to adjourn the meeting passed unanimously.

_____

President – Ron Ross

_____

Secretary – Brian Schmidt

AGENDA

Planning, Zoning, and Historic Preservation Commission

Thursday, April 3, 2025 5:30 pm

City Hall Chambers

326 Grant St. / Carthage MO 64836

Call to Order

Minutes of Previous Meeting: Thursday, March 6, 2025

Public Participation

Each person who wishes to address the commission must put their name and address on the sign-up sheet and shall state their name prior to speaking. Each person is limited to two (2) 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 further questions by the commission or the chair.

Public Hearing

1. Certificate of Appropriateness request for the construction of a Market Pavilion on property located at 122 Grant St.

Staff Report

New Business

Old Business

Next Meeting: Thursday, May 1, 2025

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	Philip Brown	2533 Theo	417-793-8065
	Member	Vacant	Vacant	Vacant
	Member	Robin Harrison	721 E 10th	417-483-8835
	Member	Matt Smith	1022 E Chestnut	417-437-2281
Non-Voting Members:	Mayor	Alan Snow	City Hall	417-237-7003
	City Administrator		City Hall	417-237-7003
	Asst. City Administrator	Traci Cox	City Hall	417-237-7003
	Councilmember	Terri Heckmaster	1155 Grand	417-310-6178
Staff:	Public Works Director	Zeb Carney	Public Works Department	417-237-7010

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

Planning, Zoning, & Historic Preservation Commission

Meeting Minutes

April 03, 2025/ 5:30 PM / City Hall Council Chambers

Members Present: Jim Hunter, Jim Swatsenbarg, Philip Brown, Robin Harrison, Matt Smith, & Josh Anderson

Staff & Council: Julie Tilley, Terri Heckmaster, Josiah Bayless, & Traci Cox

The meeting was called to order at 5:30 PM by Jim Hunter, Chairman

Approval of Previous Meeting Minutes

- Motion by Robin H. to approve the previous meeting minutes, seconded by Jim S. - All present voted in favor, minutes were approved

Public Participation

1. Jeff Meredith - Carthage Economic Development Director; spoke about various upcoming economic development projects.
    a. No action was taken

Public Hearings

1. *Certificate of Appropriateness request for the construction of a Market Pavilion on property located at 122 Grant St.*
    - *Josh Anderson (Hunter & Millard Architects, Inc. 1501 S. Main St. Joplin, Mo) presented on the proposed plan for the new Market Pavilion.*
        i. *Josh noted he would abstain from voting on the CoA due to him being the architect for the project*
    - *Mark Elliff (1511 Grand Ave. Carthage, MO) also presented on the proposed plans for the pavilion and took questions regarding the design and future use for the pavilion*

Jim S. made a motion to approve the CoA, seconded by Robin S. - Jim H., Jim S., Matt S., and Robin H. voted in favor, Josh A. abstained due to conflict of interest - the motion passed

Staff Reports

- Julie Tilley introduced the Josiah Bayless the new Interim Public Works director

New Business

- n/a

Old Business

- n/a

Josh A. moved to adjourn the meeting, seconded by Robin H. - All present voted in favor, the meeting was adjourned at 6:04 PM.

The next meeting is scheduled for Thursday, May 1, 2025 at 5:30pm in the City Council Chambers

CARTHAGE PUBLIC LIBRARY BOARD OF TRUSTEES
Tuesday, April 8th, 2025 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-2025-2026 Budget
- Community Relations
- By-Laws
- Library Gardens
- ADA Compliance
- Communications
- Compensation/Wages-2025-2026 wage update
- New Business
  - Cyber Policy
- Payment of Bills
- Adjournment

COUNCIL BILL NO. __25-19__ **ORDINANCE NO. ___**

An Ordinance authorizing the Mayor to enter into a contract with Banner Fire Equipment, Inc., for the purchase of one (1) E-One Typhoon HP 75 Ladder Fire Apparatus

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 Banner Fire Equipment, Inc., for the purchase of one (1) E-One Typhoon HP 75 Ladder Fire Apparatus, 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 _____, 2025.

_____
Alan Snow, Mayor

ATTEST:

_____
Miranda Deal, City Clerk

Sponsored by: Public Safety

COUNCIL BILL NO. ___25-20__ **ORDINANCE NO. ____**

An Ordinance authorizing the Mayor to enter into an Agreement with The Walker Collaborative Team to prepare the Historic District Design Guidelines for the City of Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into an Agreement with The Walker Collaborative Team to prepare the Historic District Design Guidelines for the City of Carthage, in the City of Carthage, Missouri, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

SECTION II: This cost of this project is $37,420.00, of which the City of Carthage is responsible for $15,000.00 and the rest is funded by a grant with the Missouri Department of Natural Resources that was approved in Resolution 2081.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

_____
Alan Snow, Mayor

ATTEST:

_____
Miranda Deal, City Clerk

Sponsored by: Planning and Zoning

Proposal

to prepare the

Carthage Historic Preservation Design Guidelines

for

Carthage, Missouri

Presented to the:

City of Carthage
Planning, Zoning & Historic Preservation Commission

Presented by:

The Walker Collaborative

With:

Common Ground Urban Design + Planning

February 2025

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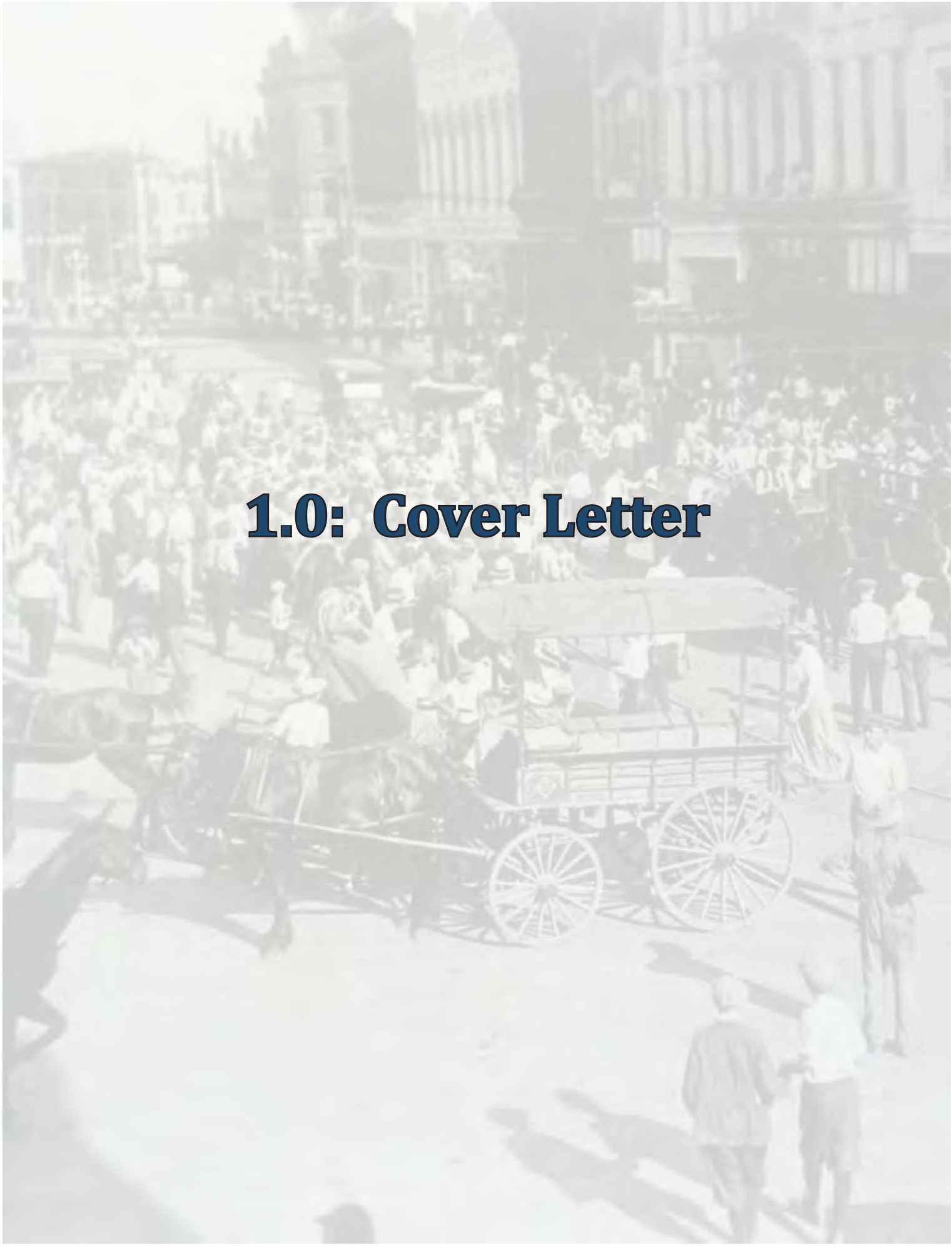
"The reason the City continuously hires The Walker Collaborative, even over the course of multiple political administrations, is because they do a good job. Phil is good at listening to his clients and the public in general, and he takes the time to understand the various existing conditions in a thorough manner. His solutions for our community always seem to be the most technically sound and pragmatic path to take, so we value his recommendations."

Mayor David Bennett - City of Lookout Mountain, Georgia



1.0: Cover Letter

1.0: COVER LETTER

THE WALKER COLLABORATIVE

January 29, 2025

Josh Anderson
Planning, Zoning & Historic Preservation Commission
City of Carthage
326 Grant Street
Carthage, MO 64836

Dear Mr. Anderson:

The Walker Collaborative (TWC) Team appreciates this opportunity to submit our proposal to prepare Historic District Design Guidelines for the City of Carthage. I believe we are a highly-qualified team for your project for a variety of reasons. First, although I am a city planner in general, I specialize in historic preservation. I earned my bachelor's degree in Historic Preservation, and much of my planning work involves some dimension of preservation. I have worked on numerous design guideline projects across the country in over a dozen states, and I have also implemented guidelines by staffing design review boards in Natchez (MS) and Clarksville (TN).

Joining me on this project will be Keith Covington of Common Ground Urban Design + Planning, who I have worked with for 25 years on a range of planning projects. Keith is an architect, urban designer, and planner. In addition to his extensive consulting experience, he led Nashville's Urban Design Studio for several years, and he is now serving a part-time role as the Planning Director of Pike Road, Alabama. We just finished historic district design guideline projects for Sullivan's Island (SC) and Opelika (AL), and we are now working on guidelines for Cheraw (SC) and Clarksville (TN).

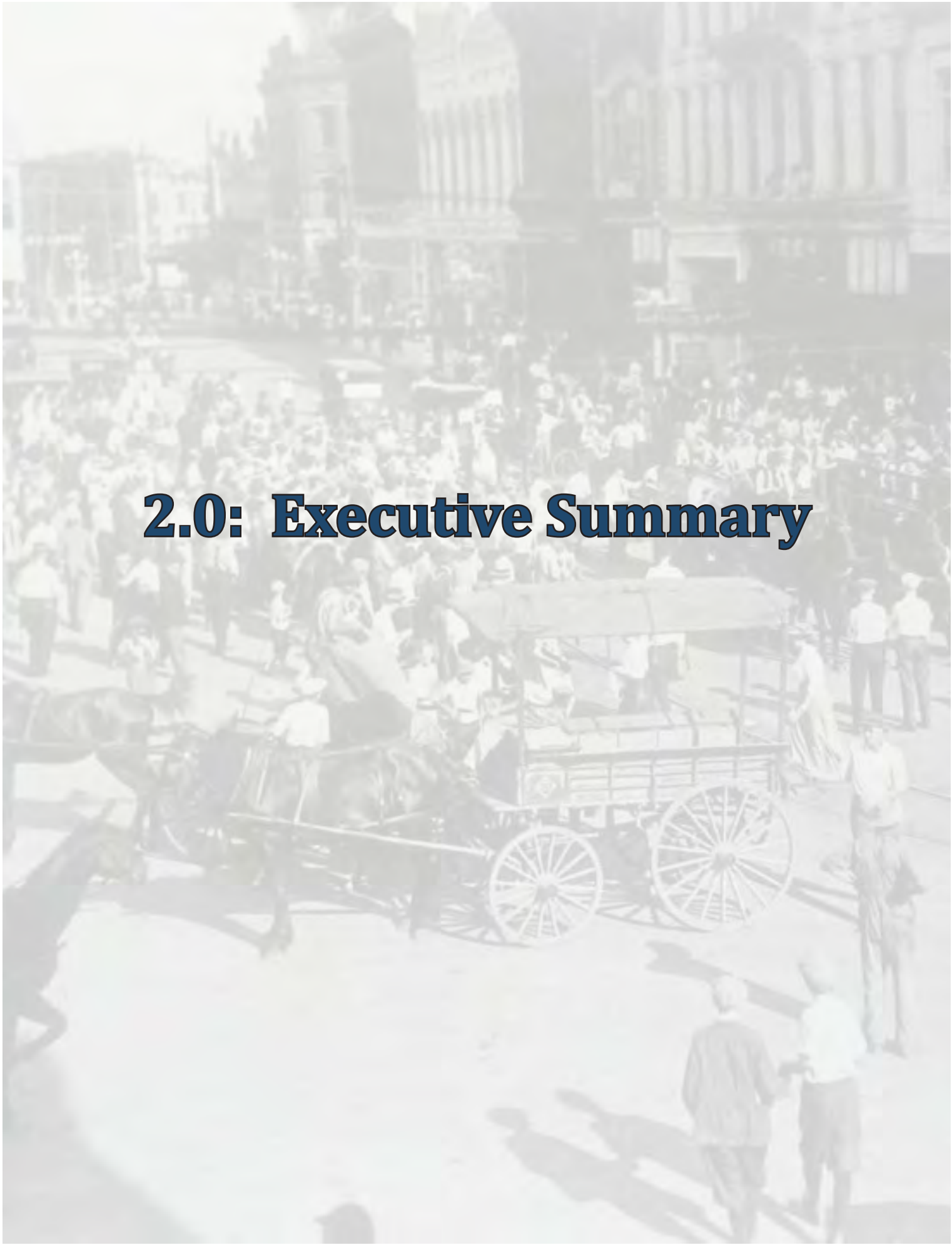
Your RFP document asks respondents to explain in the cover letter their interest in this project. Foremost, I have a general fascination with the history of communities, historic architecture, and their current context. However, I also a niche in battlefield preservation planning and have prepared battlefield preservation plans for dozens of battlefields, including projects for the American Battlefield Trust (ABT). In fact, just last week I met with with members of the Perryville (KY) Main Street Board and their Battlefield Commission to explore opportunities to more effectively leverage heritage tourism for downtown revitalization. While it would not be part of our scope for this design guidelines project, I might still be able to share ideas on how Carthage could also further leverage it battlefield and Civil War Museum.

In summary, we greatly appreciate this opportunity to submit a proposal for preparing your Historic District Design Guidelines, and we look forward to discussing it with you at your earliest convenience.

Sincerely,

Philip L. Walker, FAICP
Principal

2408 Belmont Boulevard Nashville, Tennessee 37212 Tel: (615) 383-1510 www.walkercollaborative.com



2.0: Executive Summary

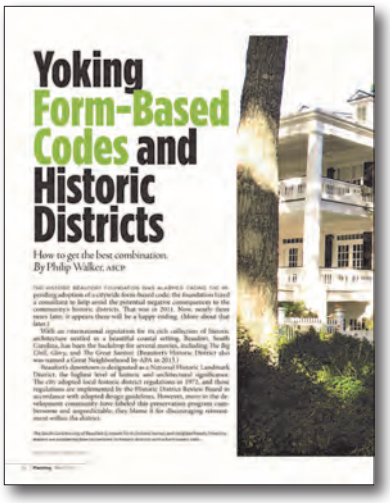
2.0: EXECUTIVE SUMMARY

This page concisely summarizes the key points of this proposal with respect to the Consultant Team's qualifications for the project and the proposed project approach.

Consultant Qualifications

In addition to meeting the Secretary of the Interior's Professional Qualifications, our credentials include:

- *Education & Training:* The Walker Collaborative's Phil Walker has degrees in Historic Preservation, Urban & Regional Planning, and Real Estate Development. Common Ground's Keith Covington has degrees in Architecture and Urban Design. Both have worked for planning and design firms that provided them the skill set to prepare highly-effective design guidelines.
- *Preparation of Design Guidelines:* Walker and Covington have prepared numerous design guidelines and codes in a variety of states, including: Alabama, Arkansas, Delaware, Florida, Georgia, Indiana, Idaho, Iowa, Louisiana, Maryland, Mississippi, Missouri, Nebraska, New Jersey, New York, North Carolina, South Carolina, Tennessee and Texas.
- *Implementation of Design Guidelines:* Walker has served as staff to municipal preservation commissons and/or worked for entities that formally weighed in on COA applications in Pensacola (FL), Natchez (MS), and Clarksville (TN). Covington is currently serving as the part-time interim Planning Director for the Town of Pike Road (AL), where he leads all design review functions for the Town.
- *Research & Writing:* Walker has served as the author, co-author and contributor to three books related to historic preservation and design review, and he has authored five related articles in the American Planning Association's "Planning" magazine (one of which was co-authored by Covington).

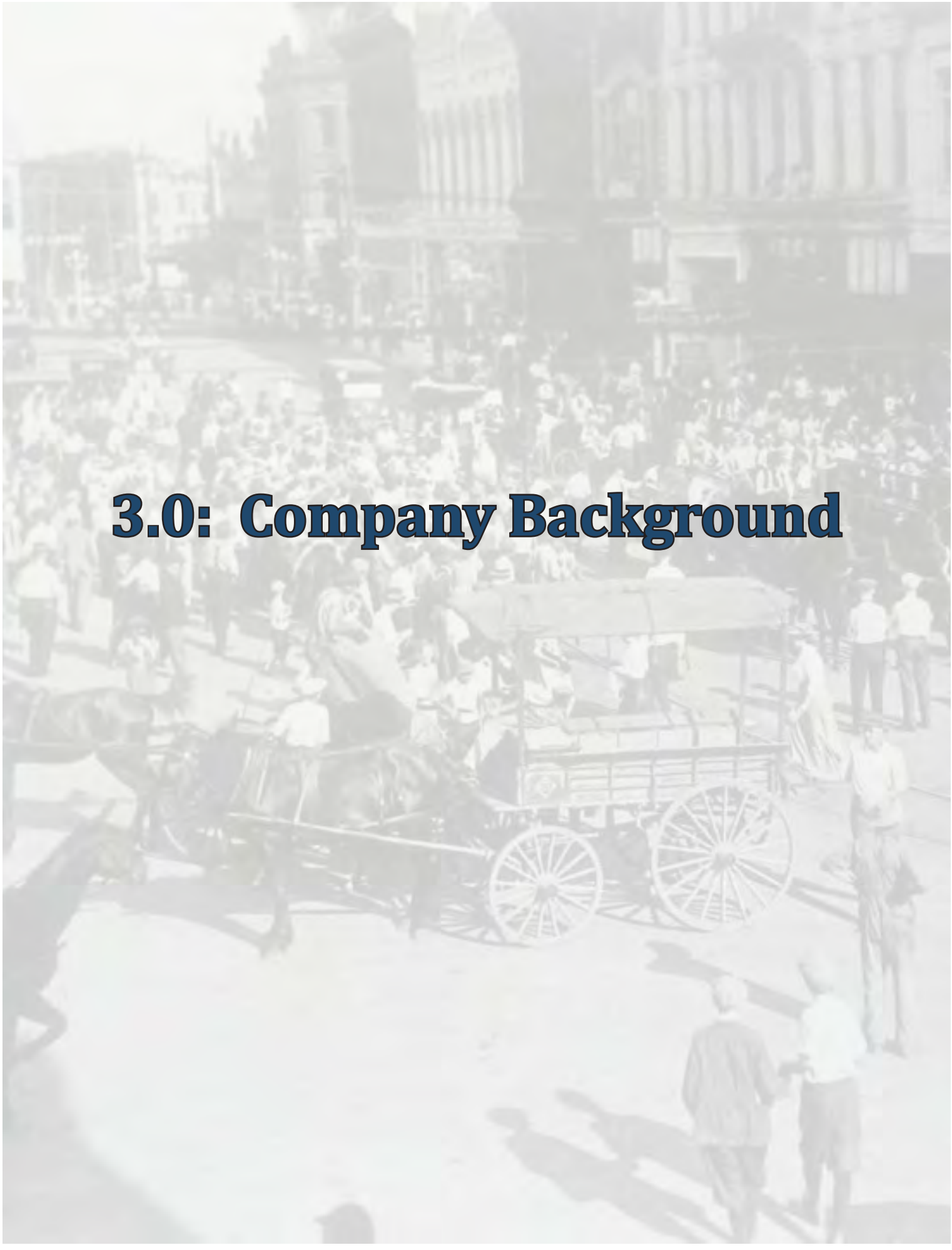


Proposed Approach

The proposed approach for creating the Carthage Design Guidelines features four key steps. They are summarized below, along with the tentative schedule, which can be adjusted based upon the City's input.

Task 1.0: Background Work	Month 1
Task 2.0: Field Work & Meetings	Month 2
Task 3.0: Guidelines Preparation	Months 3-6
Task 4.0: Presentation & Revisions	Months 7-8

The proposed approach also includes a very robust public engagement process that will include a public kick-off meeting, a series of stakeholder focus group meetings, an open house, and public presentations of the draft Design Guidelines.



3.0: Company Background

3.0: COMPANY BACKGROUND

It is proposed that this project for Carthage will be led by The Walker Collaborative (TWC), with Common Ground Urban Design + Planning as a subconsultant to TWC.

The Walker Collaborative

Based in Nashville, The Walker Collaborative (TWC) is the planning practice of Philip L. Walker, FAICP, who has nearly 40 years of professional experience in both the public and private sectors. TWC was established in 2002 based upon the fact that only rarely is any one firm uniquely qualified for any single planning project. Rather than using a "firm-based" approach, TWC employs a "person-based" approach. TWC initiates each project by first determining the needed areas of expertise, and then identifying the most effective people to form the Consultant Team. Team members are determined by balancing professional expertise and experience with considerations of geography, professional relationships, personalities, and planning philosophies. TWC is involved with a wide range of planning projects. Core competencies include community visioning, comprehensive planning, downtown and neighborhood revitalization, and zoning. However, TWC has a particular emphasis on historic preservation and design guidelines. TWC's Phil Walker has worked on dozens of design guidelines across the county, including projects in Alabama, Arkansas, Florida, Georgia, Indiana, Louisiana, Maryland, Mississippi, Missouri, Nebraska, North Carolina, South Carolina, Tennessee, Texas, and Virginia.

Common Ground Urban Design + Planning

Common Ground is an award-winning land planning and urban design firm based in Franklin, Tennessee. Founded in 2006 under the name Third Coast Design Studio, the firm has completed over 100 projects in 20 states. Celebrating their 10th anniversary in 2016, the firm decided to rebrand itself as Common Ground to reflect their commitment to working side-by-side with communities to achieve the greatest outcomes in their planning efforts. Prior to establishing the firm, Principal Keith Covington led the Metro Nashville Planning Department's Urban Design Studio. The firm has worked across the country on a range of planning and design projects. Covington's background in architecture provides a unique insight into the urban design and planning challenges of historic places.

Past Teaming

The two consultants proposed for this project are Phil Walker with TWC and Keith Covington with Common Ground Urban Design + Planning. In addition to numerous comprehensive, downtown and neighborhood plans, they have teamed (or are currently teaming) on the following particularly relevant projects:

- Cheraw (SC) Historic District Design Guidelines
- Clarksville (TN) Overlay Design Guidelines
- Sullivan's Island (SC) Historic Design Guidelines
- Opelika (AL) Historic District Design Guidelines
- Burlington (NC) Historic Design Standards
- Fayetteville (NC) Historic Design Standards
- Starkville (MS) Zoning & Design Standards
- Lookout Mountain (GA) Town Center Design Guidelines
- Downtown Cullman (AL) Design Standards
- Northport (AL) Zoning & Design Standards
- Music Row (Nashville, TN) Design Standards

PHILIP L. WALKER, FAICP - Principal / Project Manager
The Walker Collaborative: Nashville, Tennessee

Phil Walker has nearly 40 years of professional planning and historic preservation experience. His public sector experience consists of serving as the: Executive Director of the Pensacola (Florida) Downtown Improvement Board; City Planning Director for Natchez, Mississippi; and the part-time Interim Director of Clarksville, Tennessee's, Two Rivers Company. From 2019 to 2021, he served as the part-time Interim Director of the newly established Downtown Natchez Alliance. In all of those positions, he either staffed or provided formal input into the review and approval of Certificate of Appropriateness (COA) applications before each community's historic design review body. Most recently, in 2022, he served as the part-time interim City Planning Director for Natchez where he once again staffed the City's Preservation Commission.

Phil's private sector experience includes Associate positions with Hintz-Nelessen Associates (HNA) in Princeton, New Jersey, and Christopher Chadbourne and Associates (CCA) in Cambridge, Massachusetts. While with HNA, he led the preparation of multiple preservation plans and zoning ordinances. At CCA, Phil served at the Project Manager for several preservation projects, including drafting design standards for Cumberland, Maryland. While serving as the Principal of Nashville-based Community Planning & Research (1995-1998), he drafted historic district design standards for several communities, including Little Rock's Central High Neighborhood, Downtown Natchitoches (LA), and Downtown Memphis. As the Director of Planning for the Nashville office of LRK Architects (1998-2002), he led zoning and design guideline projects across the country. Since establishing his own practice in 2002, he has continued to work on numerous design guideline projects. In 2011, Phil was hired by the Historic Beaufort Foundation (SC) to make recommendations on how the City's proposed form-based code might be treated relative to their existing Historic District, and in 2021 he was hired by the City of Frederick (MD) to provide guidance on how a new form-based code might interface with their historic East Street corridor.

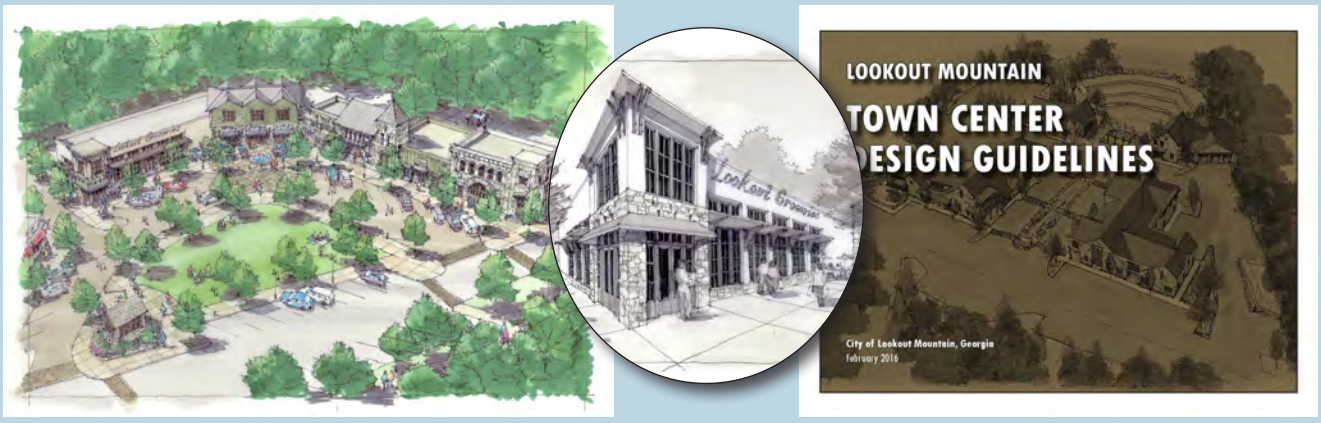
Phil Walker has consulted to the National Trust for Historic Preservation and numerous local Main Street programs, and he has been a speaker at many national and regional conferences, including those of the American Planning Association, the National Main Street Center, various state Main Street conferences, and the National Trust for Historic Preservation. His book entitled "Downtown Planning for Smaller and Midsized Communities" was published by the American Planning Association's Planners Press in 2009. Phil has been a member of the American Institute of Certified Planners (AICP) since 1989, and he was inducted into AICP's College of Fellows (FAICP) in 2018. He holds a bachelor's degree in Historic Preservation from Middle Tennessee State University, a master's degree in Urban and Regional Planning from the University of Florida, and a master's degree in Real Estate Development from Harvard University.

"TWC was extremely knowledgeable and competent in the subject matter. They provided a level of expertise that brought our antiquated Design Standards in line with modern and easy to read standards. TWC was very organized, and we are very satisfied with the overall end product."

Jamie Lawson, AICP - Planning Director - City of Burlington, NC

Representative Project Experience for Walker
Projects for which he served (or is serving) as the Project Manager have been asterisked (*).

- Cheraw Historic District Design Guidelines: Cheraw, South Carolina*
- Clarksville Overlay Design Guidelines: Clarksville, Tennessee*
- Sullivan's Island Design Guidelines: Sullivan's Island, South Carolina
- Wilmington Design Standards: Wilmington, North Carolina
- Decatur Design Guideline: Decatur, Alabama
- Capitol Area & Mansion Area Design Standards: Little Rock, Arkansas*
- Burlington Design Standards: Burlington, North Carolina*
- Madison Historic District Design Guidelines: Madison, Indiana
- Fayetteville Design Standards Update: Fayetteville, North Carolina*
- Omaha Historic District Design Standards: Omaha, Nebraska
- Natchez Historic District Sign Standards: Natchez, Mississippi*
- Deteriorated Historic Buildings Strategy: Georgetown, South Carolina
- Lookout Mountain Town Center Design Standards: Lookout Mountain, Georgia*
- MacArthur Park Historic District Infill Design Standards: Little Rock, Arkansas*
- Downtown Clarksville Historic District Design Standards: Clarksville, Tennessee
- Cullman Historic Design Standards: Cullman, Alabama*
- Bagdad Historic Zoning & Design Standards: Santa Rosa County, Florida*
- Heath Town Center Zoning & Design Standards: Heath, Texas*
- Columbia Pike Design Standards: Franklin, Tennessee*
- East Bank & Five Points Design Standards: Nashville, Tennessee*
- Hillsboro Village Design Standards: Nashville, Tennessee*
- Fairpark District Zoning & Design Standards: Tupelo, Mississippi*
- Old Meridian Design Standards: Carmel, Indiana*
- Downtown Memphis Design Standards: Memphis, Tennessee*
- Saving the Farmstead Design Standards: Williamson County, Tennessee*
- Central High Neighborhood Design Standards: Little Rock, Arkansas*
- Natchitoches Historic District Design Standards: Natchitoches, Louisiana*
- Historic District Design Standards: Cumberland, Maryland*
- Vicksburg Downtown & Riverfront Design Standards: Vicksburg, Mississippi*



Following TWC's Town Center Plan for Lookout Mountain, Georgia, the firm teamed with Common Ground to prepare design guidelines for this important focal point for the community.

KEITH COVINGTON, RA, AICP - Principal
Common Ground Urban Design + Planning: Franklin, Tennessee

Keith Covington is a registered architect and certified planner who brings over 25 years of professional experience in urban design, land planning, and architecture to Common Ground. He has worked on dozens of plans, studies, and development regulations across the country. Keith earned his Bachelor of Architecture at the University of Tennessee and his Masters of Architecture in Urban Design at Congress for the New Urbanism founders Andres Duany and Elizabeth Plater-Zyberk's program at the University of Miami. As a graduate of these programs, Keith has a unique understanding of traditional patterns of architecture and urbanism. Keith applies time-tested principles to all of his projects to achieve a true sense of community in downtowns, neighborhoods, districts, towns and cities.

He is also an accomplished architect whose work has been published in national and regional publications. He has designed projects under historic and conservation zoning, which provides him with a unique perspective on how to create comprehensive and effective development regulations that ensure predictable results. As a designer, Keith leads in-house document production with the goal of concise, graphically rich, and easy to understand layouts for plans and regulations. Prior to starting his private practice in 2006, Keith was the director of the Metro Nashville Planning Department's Design Studio where he helped reinvent Nashville's approach to planning, public engagement, and development regulations. In addition to managing his planning practice, Keith currently serves as the interim Planning Director for the Town of Pike Road, Alabama and has been working with that community since 2006.

Representative Experience for Covington
Keith Covington has played a key role in the projects listed below:

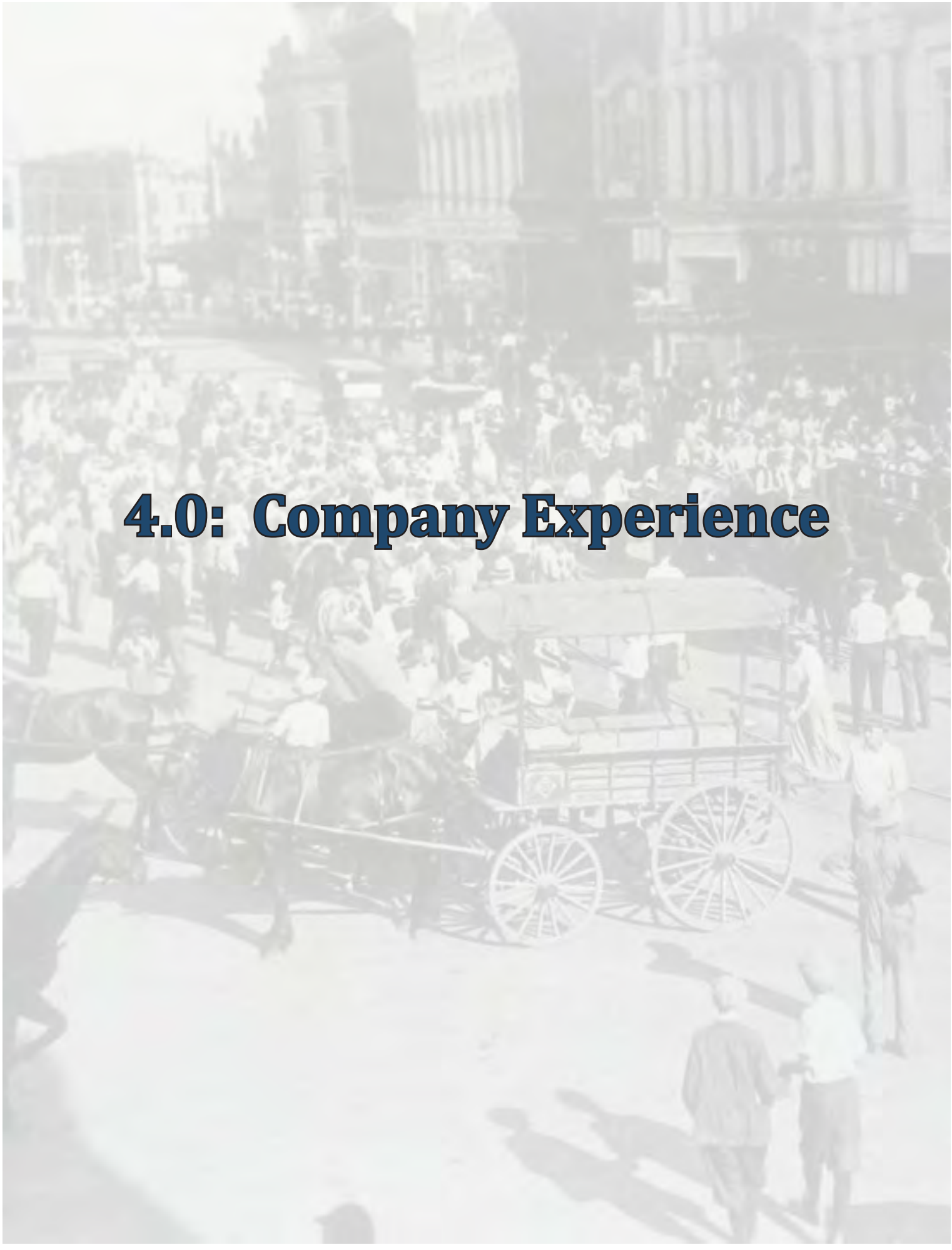
- Cheraw Historic District Design Guidelines: Cheraw, South Carolina
- Clarksville Overlay Design Guidelines: Clarksville, Tennessee
- Sullivan's Island Design Guidelines: Sullivan's Island, South Carolina
- Opelika Historic District Design Guidelines: Opelika, Alabama
- Burlington Historic District Design Standards Update: Fayetteville, North Carolina
- Walden Town Center Zoning: Walden, Tennessee
- Fayetteville Design Standards Update: Fayetteville, North Carolina
- Downtown Vision Plan and Form-based Code: Cedar Falls, Iowa
- Whyte-Hardee Boulevard Master Plan: Hardeeville, South Carolina
- Downtown Design Standards: Bernardsville, New Jersey
- South Hartmann Drive Form-based Code: Lebanon, Tennessee
- Residential Infill Overlay: Lebanon, Tennessee
- Downtown Historic District Standards: Lewisburg, Tennessee
- Spartanburg Comprehensive Plan: Spartanburg, South Carolina
- Design Standards Update: Lebanon, Tennessee
- Lowry Street Design Standards: Smyrna, Tennessee
- Lookout Mt. Design Standards: Lookout Mountain, Georgia
- E. Commerce Corridor Special District: Lewisburg, Tennessee
- Nashville Hwy Corridor Special District: Lewisburg, Tennessee
- Historic Stockyards Form-based Code Charrette: Fort Worth, Texas

- SmartCode Update: Pike Road, Alabama
- The Flats Revitalization Plan and Pattern Book: Wilmington, Delaware
- River Arts District Form-based Code Charrette: Asheville, North Carolina
- Haywood Road Form-based Code Charrette: Asheville, North Carolina
- Downtown Victor Form-based Code Charrette: Victor, Idaho
- Downtown Driggs Form-based Code Charrette: Driggs, Idaho
- Downtown Malta Form-based Code Charrette: Malta, New York
- Mid-Town Form-based Code Charrette: Hattiesburg, MS
- Downtown Cullman Design Standards: Cullman, Alabama
- Downtown Northport Design Standards: Northport, Alabama
- West 30s District Revitalization Plan & Residential Standards: Covington, Louisiana

For their award-winning work for Russellville (AR), Phil Walker and Keith Covington created a series of visual simulations to illustrate the potential rehab of historic buildings and compatible new infill development.

"What we like most about this process is the strong desire this organization has to get public input.... The Walker Collaborative seemed to truly care about getting local buy-in. We were also impressed that they didn't really look to direct or control the groups; they just listened and facilitated great discussion..."

The Courier - Russellville, Arkansas



4.0: Company Experience

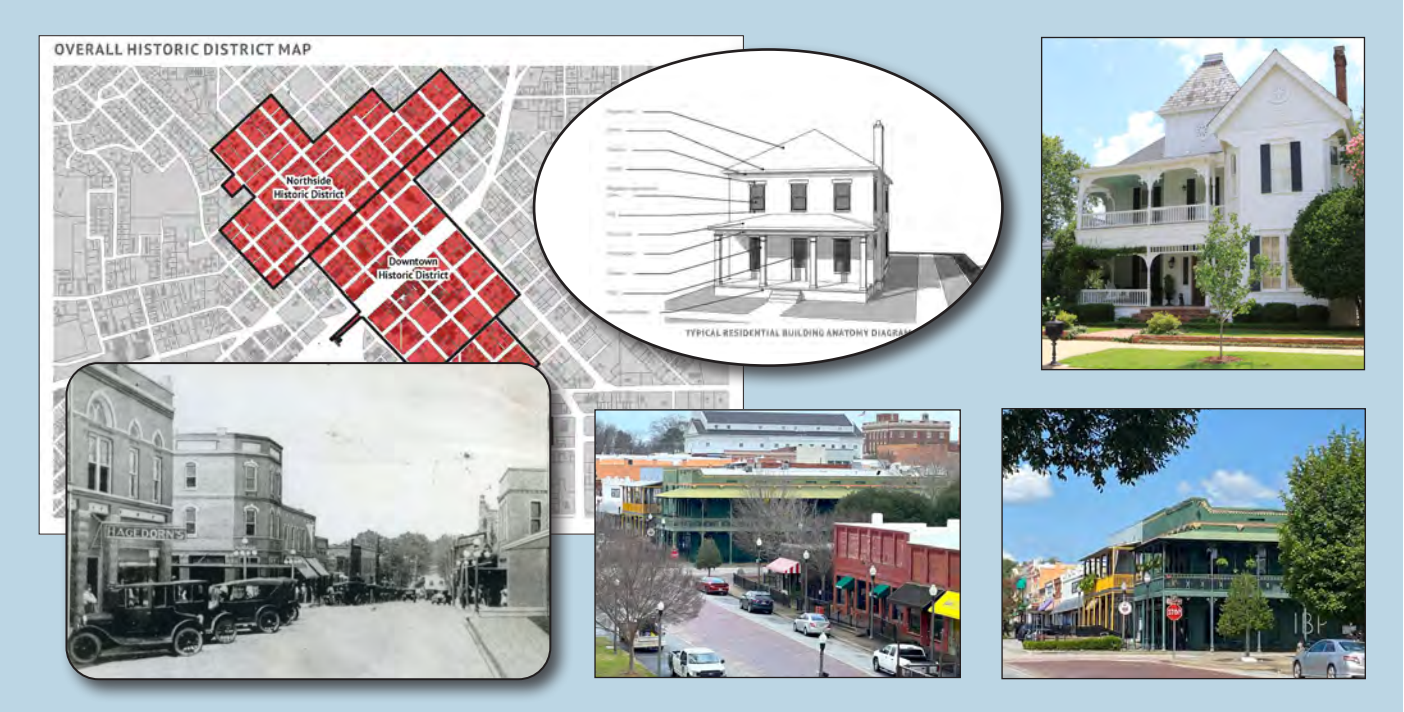
4.0: COMPANY EXPERIENCE

EXAMPLE PROJECT:
Opelika Historic Design Review Guidelines - Opelika, Alabama (2024)

Opelika is the county seat of Lee County in the east-central part of Alabama. With a population of approximately 31,000 and as part of the Auburn-Opelika Metropolitan Area, it is a popular location for many of Auburn University's faculty. In addition to its desirable historic neighborhoods, the Downtown features numerous restaurants, multiple microbreweries, and a distillery. The community has three locally-designated historic districts, one encompassing the downtown and the other two being adjacent residential areas. Their design guidelines were last revised in 2009. The Walker Collaborative was hired to lead the complete rewriting of their design guidelines working in tandem with Common Ground Urban Design + Planning. The key issues for the project included the following:

- *Document Organization* – The previous organization of the guidelines was not user-friendly and consisted of three separate and confusing documents.
- *Design Review Process* – The previous guidelines lacked clarity on the design review process, including no approval flow chart.
- *Substance of the Specific Standards* – Many of the standards made extreme generalizations and discouraged design treatments appropriate in certain circumstances. Also, many important issues were overlooked.
- *Graphics* – The previous document for the two residential districts lacked graphics altogether, and those for the Downtown district were generic graphics from the state Main Street program.

Reference: Lisa Harrelson - Community Development Administrator / lharrelson@opelika-al.gov/ (334) 705-5155



EXAMPLE PROJECT:
Local Historic Overlay District Design Standards - Burlington, North Carolina (2022)

Burlington is a community of 55,000 people located in the Piedmont Triad, which is anchored by Greensboro, Winston-Salem and High Point. The City has two designated local historic districts. The Glencoe Mill Village District on the Haw River features an 85,000 square foot mill complex, over 30 mill houses, a company store, and other associated buildings dating to the early 1880s. Located to the west is the West Davis - Fountain Place Historic District, the principal residential neighborhood representing the urban growth and development in Burlington between 1890 and 1930. Because the City's design standards for the two local historic districts were over 20 years old and had many deficiencies, the City hired The Walker Collaborative and Common Ground Urban Design + Planning to prepare new standards. Key features of the new standards include the following:

- *Application Type Matrix* listing every conceivable type of application for a Certificate of Appropriateness (COA) and indicating whether it is a Major, Minor or No COA.
- *Materials Matrix* listing every conceivable material and indicating whether it is Permitted or "Maybe" (considered per criteria and potentially prohibited).
- *Hyperlinks* in the table of contents, as well as to National Park Service "Preservation Briefs."
- *Diagrams* addressing the visibility of buildings from the street and the anatomy of buildings.

Although the Downtown is not locally designated as a historic district, building types there and in other parts of town were addressed in case such areas might be designated in the future.

Reference: Jamie Lawson, AICP - City Planning Director / jlawson@burlingtonnc.gov / (336) 222-5113

EXAMPLE PROJECT:
Historic District Design Standards - Fayetteville, North Carolina (2021)

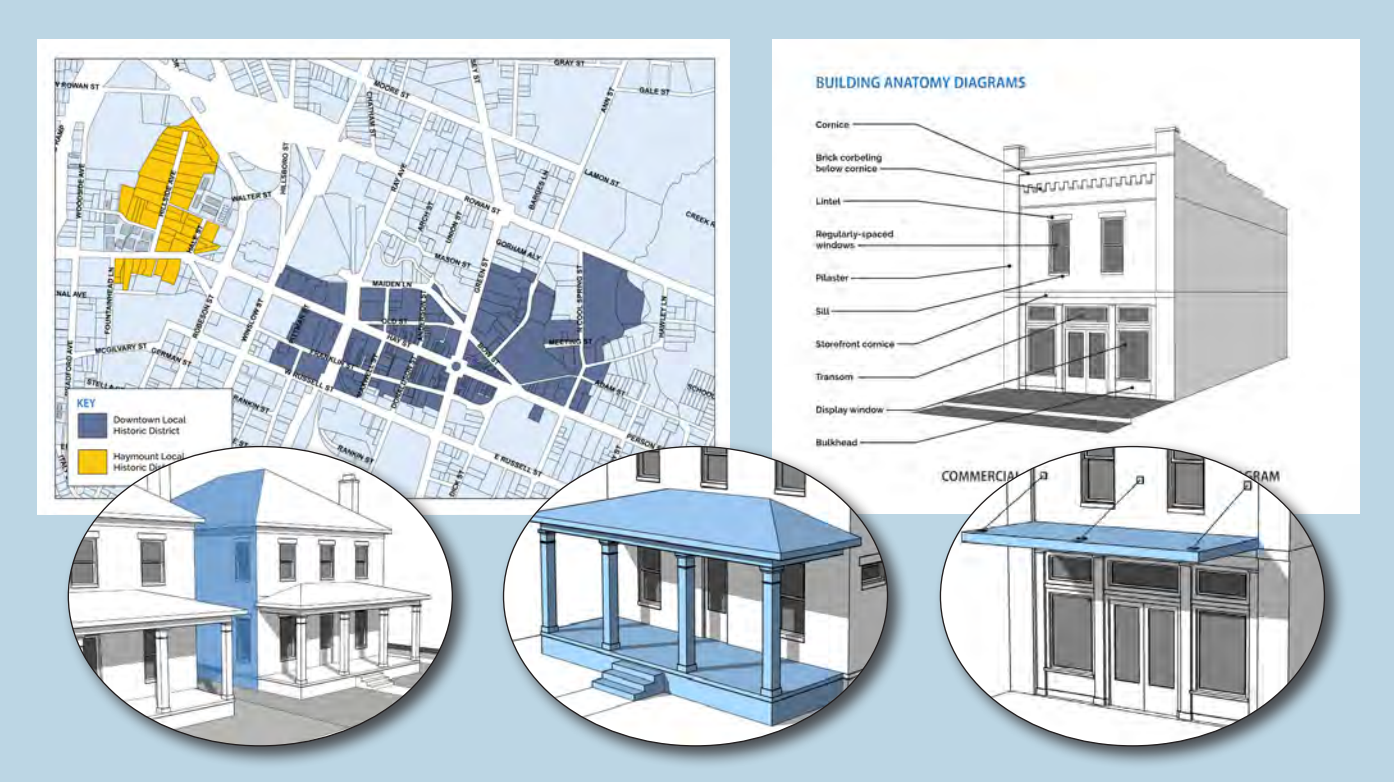
Founded in 1760 near the Cape Fear River, Fayetteville is perhaps best known as the home to the Fort Bragg military base. It is a major economic driver for the region. Less known to those who have not visited the community are its beautiful historic districts that reflect a broad range of historic eras and architectural styles. Their two locally-designated historic districts - one a downtown and the other a residential neighborhood - are also consistent with the geography of four National Register districts. One district is the Downtown Historic District, while the Haymount Historic Districts is residential.

Fayetteville's existing design standards developed prior to this project were prepared in 2000, but they were in much need of rewriting. Deficiencies included a lack of graphics, a lack of detail, and many issues that were not addressed, including modern materials. Consequently, the City used a Certified Local Government (CLG) grant to hire The Walker Collaborative (TWC) to draft new standards for both the downtown and residential district, and TWC was supported by Common Ground Urban Design + Planning for this project. The project scope included:

- Field work to study the districts
- Meetings with City staff and the Historic Resources Commission (HRC)
- Strong involvement from the State Historic Preservation Office

In addition to addressing all of the typical historic district design issues, the standards address resiliency in light of climate change.

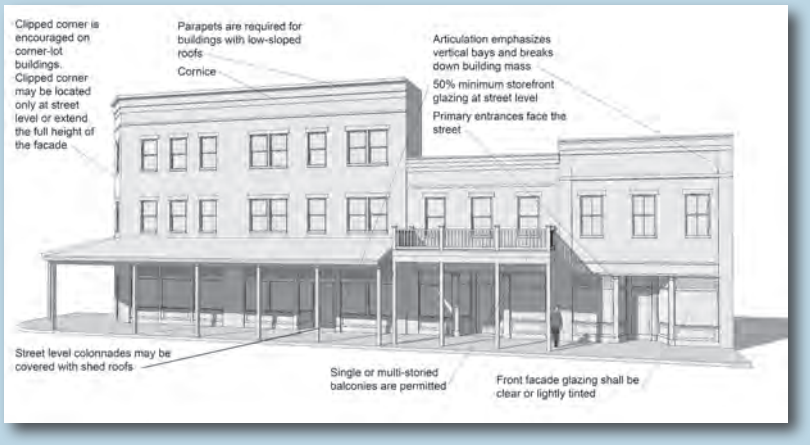
Reference: Jennifer Baptiste - Senior Planner/Interim Planning & Zoning Manager / jenniferbaptiste@fayettevillenc.gov / (910) 433-1936

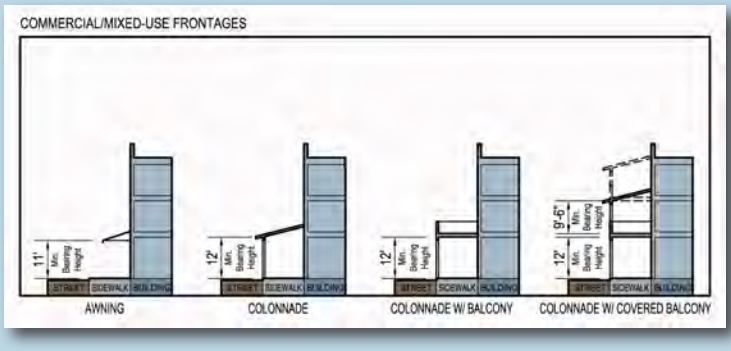


ADDITIONAL EXAMPLE PROJECTS FROM THE PAST FIVE YEARS:

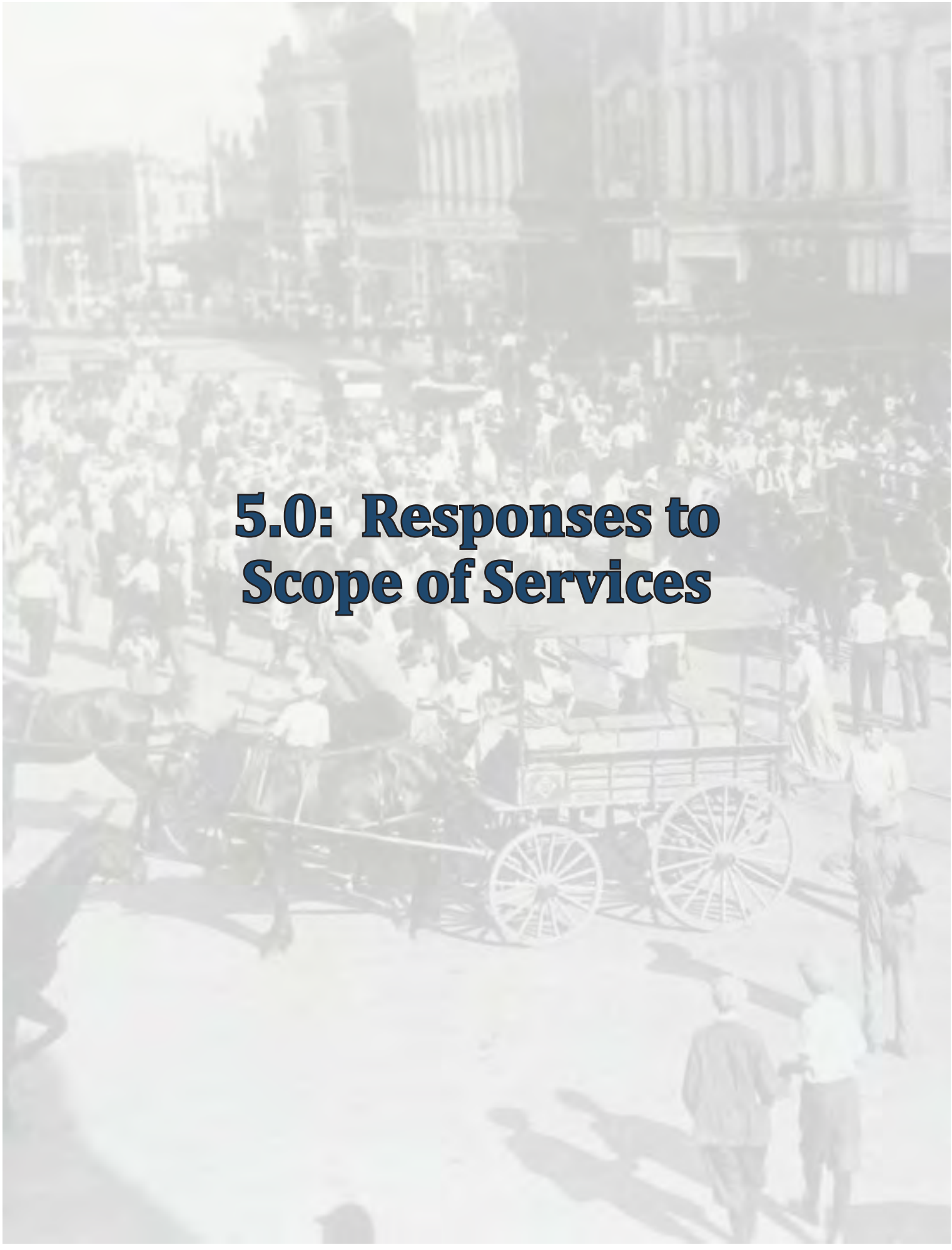
In addition to the three projects profiled on the previous three pages, additional design guideline projects of TWC over the past five years include those listed below. TWC served as a subconsultant on some of these projects, and those projects that included Common Ground have been asterisked (*).

- *Cheraw Historic District Design Guidelines:* Cheraw, South Carolina (current)*
- *Clarksville Overlay Design Guidelines:* Clarksville, Tennessee (current)*
- *Sullivan's Island Design Guidelines:* Sullivan's Island, South Carolina (2024)*
- *Wilmington Design Standards:* Wilmington, North Carolina (2023)
- *Decatur Design Guideline:* Decatur, Alabama (2023)
- *Capitol Area & Mansion Area Design Standards:* Little Rock, Arkansas (2023)*
- *Madison Design Guidelines:* Madison, Indiana (2022)
- *Omaha Historic Districts Design Guidelines:* Omaha, Nebraska (2020)





After Cullman, Alabama, was struck by a tornado, TWC and Common Ground were hired to quickly prepare design guidelines to assist with the restoration and rebuilding of their historic downtown and neighborhoods. Rather than being mandated, they were incentivized through a new grant program. The City later won an award from the Southern Economic Development Council for its efforts anchored by the design guidelines.



5.0: Responses to Scope of Services

5.0: RESPONSES TO SCOPE OF SERVICES

Project Tasks

Overview
A four-step approach is proposed for carrying out this project for Carthage's Historic Preservation Design Guidelines, as follows:

Task 1.0: Background Work
Task 2.0: Field Work & Meetings
Task 3.0: Guidelines Preparation
Task 4.0: Presentation & Revisions

The following pages present a summary of each task. Please refer to page 15 of this section regarding responsibilities the project schedule, and the proposed project budget.

Task 1.0: Background Work

Taks 1.1: Project Kick-Off Meeting
The Consultant Team will conduct a meeting via video conferenceing with City representatives (potentially including the Guidelines Workgroup) to discuss the project logistics, including the project schedule, public engagement, additional background information and mapping data not already provided, and potential document formatting.

Task 1.2: Review & Analysis
Following the Project Kick-off Meeting and the receipt of any additional needed background information, the information will be reviewed by the Consultant Team with a focus on the following:

- Current relevant ordinances
- Current design guidelines
- Current comprehensive plan and other relevant plans and studies
- Relevant historic sites inventories
- National Register (NR) nomination documents for NR districts and properties
- Missouri SHPO CLG grant requirements
- Other applicable documents

Task 2.0: Field Work & Meetings

This task will constitute *Trip #1* for the Consultant Team. Phil Walker and Keith Covington will spend two (2) days in Carthage as follows:

Task 2.1: District Field Work
The Consultant Team will document the historic districts through mapping, field notes, and photography. Particular attention will be paid to recent alterations to existing buildings, new infill development, and specific exceptional examples within the districts (as identified by City representatives).

Task 2.2: Meeting with City Representatives
The Consultant Team will meet with City staff, the Planning, Zoning & Historic Preservation Commission, and the Guidelines Workgroup to discuss issues and opportunities for the existing guidelines and associated documents. This meeting will result in the Consultant Team gaining a clearer picture of the

aspirations for the project and the specific issues currently facing Carthage's preservation efforts.

Task 2.3: Stakeholder Focus Group Meetings

Based on consultation from the Consultant Team, the City will invite key stakeholders who can provide useful information and perspectives on the various issues related to compliance with the existing guidelines and the approval process. The Consultant Team proposes three (3) meetings, each lasting roughly one (1) hour. Each meeting will include up to ten (10) individuals who have shared interests, and potential meetings might include the following groups:

- Districts property owners, business owners, and residents
- Developers, builders, and design professionals
- City staff, Commission members, municipal officials, and preservationists (CHP members, etc.)

Task 2.4: Public Kick-Off Meeting

This meeting will introduce the Consultant Team to the public, review the project process, and begin soliciting information and opinions from the public regarding the future revised guidelines. A potential meeting outline might include the following:

- Introduction of Consultant Team & City Representatives
- Explanation of the Project Process
- Identification of the Current Guidelines Shortcomings
- Discussion of Desired Attributes of Future Guidelines

Focus group meeting and field notes from a project led by Common Ground Urban Design + Planning

Task 2.4: Open House (Optional)

If this task is desired by the City, a three (3) to four (4) hour timeframe would be allotted to allow interested citizens to drop in as their schedules permit and to provide their thoughts on the project. A brief presentation by the Consultants might also be incorporated into the Open House at a specified time.

Task 3.0: Guidelines Preparation

The Consultant Team will begin drafting the design guidelines during this phase of the project. At some point prior to this task, the Team will provide the City with formatting options for the document. Variables will include the document size and orientation, font sizes and styles, line spacing, color palette, and overall page layout. The City will sign off on the format before the guidelines are created. It will be the Team's goal to create a concise, easy-to-use, and graphically-rich document, yet still include enough text to provide a sufficient degree of detail. The use of illustrations and photographs will create a consistent, seamless document. The following page provides is a preliminary outline of what the document might include, although the ultimate contents will be determined based upon input from the City.

Unique Feature

If the City so desires, the guidelines will list every conceivable type of COA application and indicate whether it can be administratively approved or requires Commission approval.

Introduction
- Benefits of Historic Districts
- Legislation for Historic Zoning
- Guidelines Intent
- Acknowledgement of Funding

Design Review Process
- Property Designation & Review Structure
- Design Review Process Diagram
- Certificates of Appropriateness
- Minor vs. Major Work Matrix
- Interface with Other Policies & Regulations

Historic Context
- Historic Districts Overview
- Building Anatomy Diagrams by Building Types
- Architectural Styles by Building Types

Design Guidelines

General
- General Principles: The Secretary of the Interior's Standards for Rehabilitation
- Visibility & Contextual Compatibility
- Material Deterioration & Replacement

Existing Buildings

Maintenance, Alterations & Additions
- Residential Buildings
- Commercial / Mixed-Use & Institutional Buildings (if necessary)
- Changes to Non-Contributing Buildings

New Buildings

Design
- Residential Buildings
- Commercial / Mixed-Use Buildings
- Institutional Buildings

Outbuildings & Site Design
- Outbuildings
- Site Design

Building Relocation & Demolition
- Building Relocation
- Building Demolition

Appendices
- Glossary of Terms
- Additional Resources

Task 4.0: Presentation & Revisions
Following submission of the draft documents to the RPC and time for review, Tasks 4.1 and 4.2 will occur.

Task 4.1: Public Presentation
As part of a two (2) day *Trip #2* to Carthage, this meeting will target a broad audience of public officials and the general citizenry. It should also include the types of district stakeholders as those who will participate in the stakeholder focus group meetings that will be held as part of Task 2.3. Additional meetings can occur as part of this trip if needed.

Within the past few years, TWC's Phil Walker has served as both the part-time interim Main Street Manager and the City Planning Director for Natchez, MS, where he also staffed the Historic Preservation Commission.

Task 4.2: Final Revisions
Based on a final review of the draft Design Guidelines by the City and the Missouri SHPO office, as well as input from the public presentation and the City's submission of a single "red-lined" copy of the Design Guidelines (serving as a composite of all comments from the reviewers) to the Consultant Team for any final revisions, the Design Guidelines will be finalized and submitted in its final form, including the InDesign software document and a high-resolution PDF.

Responsibilities

The Consultant Team will provide all deliverables such as drafts of the Design Guidelines and PowerPoint presentations. The Team will also lead all meetings and presentations, and will provide suggestions to the City on topics such as public engagement and implementation of the Guidelines. The City will be responsible for all logistics related to meetings, such as securing meeting venues, providing public notifications, placing ads and similar promotion of meetings, and printing any meeting hand-outs.

Proposed Schedule

Although the Consultant Team can meet any reasonable schedule, below is a preliminary suggestion:

Tasks	Timeframe
Task 1.0: Background Work	Month 1
Task 2.0: Field Work & Meetings	Month 2
Task 3.0: Guidelines Preparation	Months 3-6
Task 4.0: Presentation & Revisions	Months 7-8

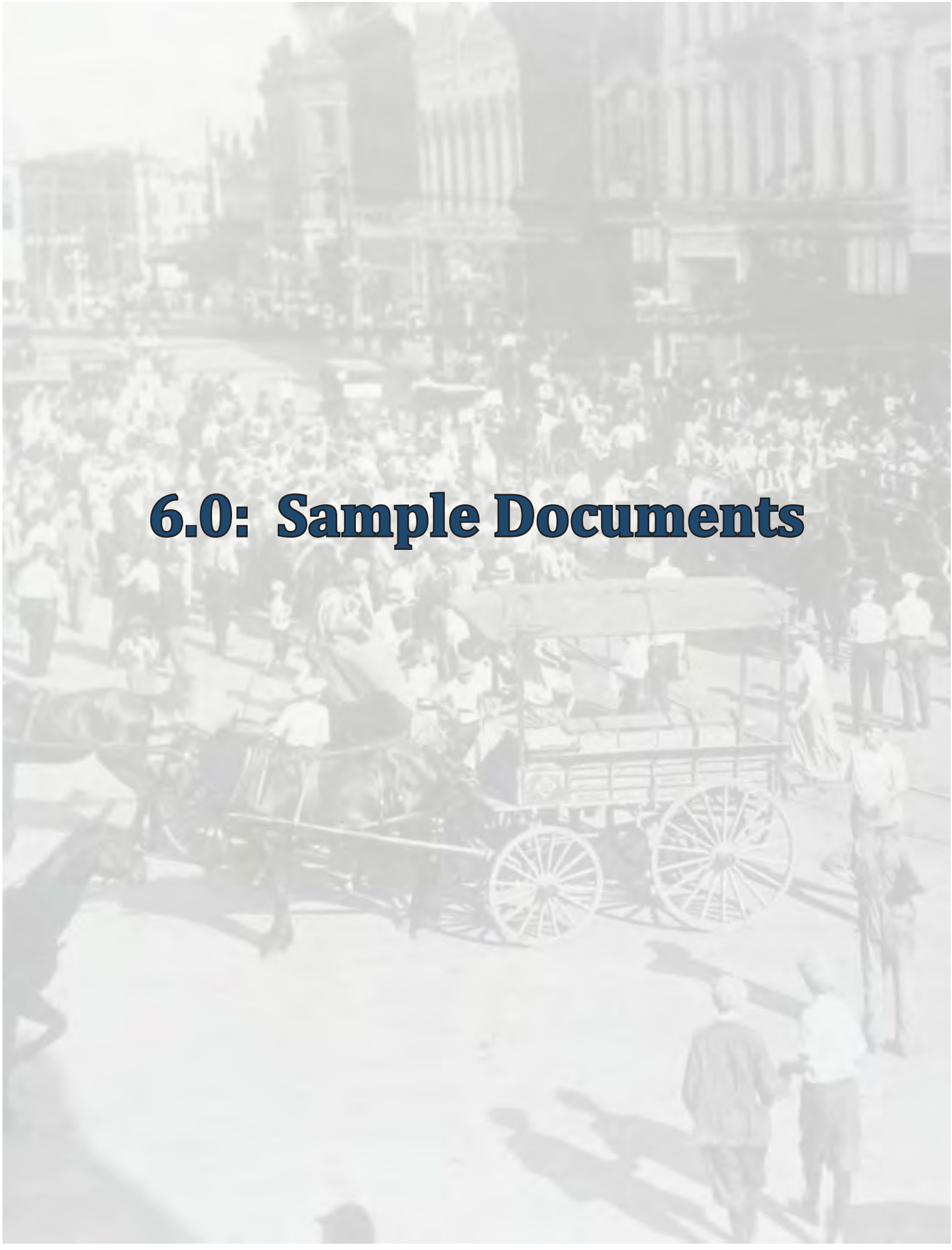
Proposed Budget

The project budget below proposes a total of $32,320 in professional fees and $5,100 in expenses. Of the expense total, most will be for travel (airfare, rental vehicles, fuel, lodging and dining).

PROJECT BUDGET Carthage Design Guidelines	Task 1.0 Background Work	Task 2.0 Field Work & Meetings	Task 3.0 Guidelines Preparation	Task 4.0 Presentation & Revisions	Hours	Rate/hr.	Total Costs
PROFESSIONAL FEES							
The Walker Collaborative							
Walker	12	28	26	32	98	$185	$18,130
Common Ground							
Covington	8	22	24	32	86	$165	$14,190
SUBTOTAL HOURS	20	50	50	64	184		
SUBTOTAL FEES	$3,540	$8,810	$8,770	$11,200			$32,320
EXPENSES							
Travel	$0	$2,550	$0	$2,550			$5,100
SUBTOTAL FEES	$0	$2,550	$0	$2,550			$5,100
TOTAL PROJECT COST	$3,540	$11,360	$8,770	$13,750			$ 37,420

"As the Project Manager for our city-wide historic preservation plan, I appreciated Phil Walker's expertise. He managed his sub-consultants well and applied critical thinking to the substantive issues critical to developing community consensus around our plan. Phil is particularly skilled at conducting public meetings and encouraging extensive public input and involvement."

Shanon Peterson - Historic Preservation Officer (former) - City Of Fort Worth, Texas



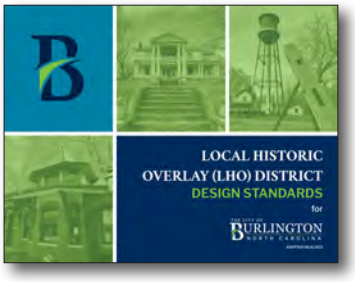
6.0: Sample Documents

6.0: SAMPLE DOCUMENTS

Below are hyperlinks to three sample design guideline documents prepared by TWC and Common Ground within the last five years. Pages 8-10 include a summary of each project and a client reference. Also, a PDF of each of these samples are being provided with this proposal on a flash drive.

Opelika Historic Design Review Guidelines
Opelika, Alabama (2024)

Document Link:
https://www.dropbox.com/scl/fi/j33yxo9erkbbbg3rlc95y/2024_05_06-Opelika-Design-Guidelines.pdf?rlkey=hka26lvjrs13vhzdikp9g1u6s&dl=0

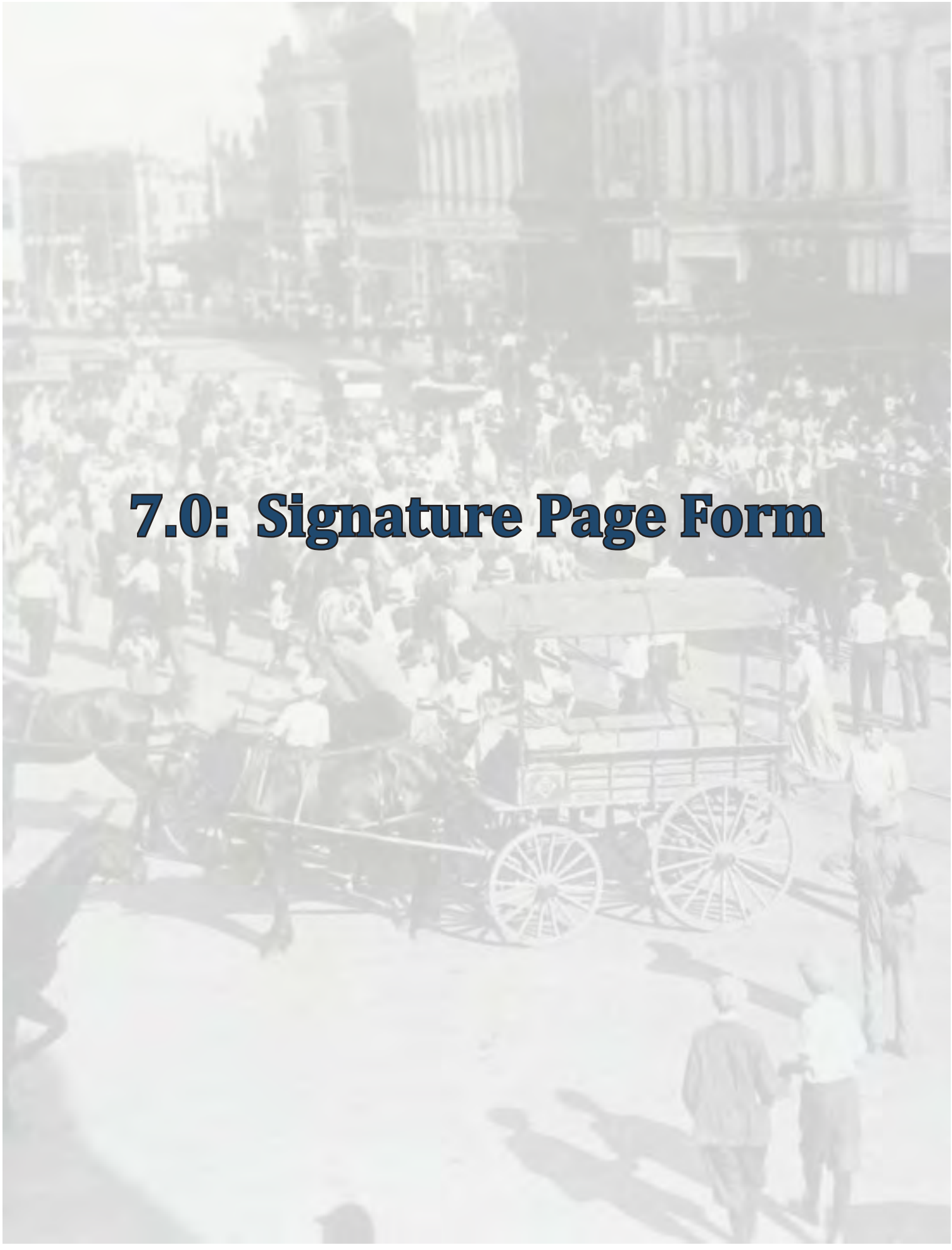


Local Historic Overlay District Design Standards
Burlington, North Carolina (2022)

Document Link:
https://www.dropbox.com/scl/fi/grgt470moltx8ra78tecc/Bulington-Hist.-Dist.-Standards-2022.pdf?rlkey=wopcvfv3laqxquu8gyxy6u92d&dl=0

Historic District Design Standards
Fayetteville, North Carolina (2021)

Document Link:
https://www.dropbox.com/scl/fi/4bae0yxzo6ff779pkse0l/Fayetteville-NC-Design-Guidelines-2021.pdf?rlkey=50ibqyaxk7m24aqcpmtd96j2x&dl=0



7.0: Signature Page Form

7.0: SIGNATURE PAGE FORM

Attachment A

THECITYOFCARTHAGE

REQUESTFORPROPOSALSUBMISSIONFORM

Company The Walker Collaborative, LLC

Address 2408 Belmont Blvd.

Contact Person Philip L. Walker, FAICP

Telephone Number (615) 383-1510

Email pwalker@walkercollaborative.com

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE. THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE CITY'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

By signature hereon, Respondent acknowledges and agrees that (1) this RFP Submission Form is a solicitation for Interest and is not a contract or an offer to contract; (2) the submission of Responses by Respondent in response to this RFP will not create a contract between the City and Respondent; (3) Neither the City or the Committee, or any of their representatives, have made a representation or warranty, written or oral, that one or more contracts with the City will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.

By signature hereon, Respondent offers and agrees to furnish to the City all of the products and/or services more particularly described in its Responses, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that they have not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant, elected officials, leadership or staff of the City or partner organizations in connection with the submitted Responses.

By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Developer represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust laws, nor communicated directly or indirectly the Responses made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent represents and warrants that:

Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;

Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of the Response.

By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.

By signature hereon, Respondent affirms that it has not violated any of the noted No-Lobbying provisions or specification contained in this RFP.

By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the City and the Committee, all of their officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of these Responses.

Submitted and certified this 27 day of January, 2025.

BY:

Signature Date: January 27, 2025

Name (Printed): Philip L. Walker, FAICP

Title: Principal

Signature: Philip Walker

AGREEMENT
FOR
PROFESSIONAL SERVICES

THIS AGREEMENT is entered into as of the 28th day of March, 2025, by and between the City of Carthage, with offices at 326 Grant Street, Carthage, Missouri 64836 (hereinafter referred to as the "Client") and The Walker Collaborative, LLC, a Tennessee Limited Liability Company doing business at 2408 Belmont Boulevard, Nashville, Tennessee 37212 (hereinafter referred to as the "Consultant").

WHEREAS, the Client desires the preparation of "Historic Preservation Design Guidelines" and

WHEREAS, the Client desires to engage the Consultant to provide the professional services required for this project; and

WHEREAS, the Consultant desires to undertake the project.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **Scope of Work.** The Consultant agrees to provide services to prepare the "Historic Preservation Design Guidelines" for the Client. The services to be performed are described in Exhibit A (pgs. 12-15), attached hereto and incorporated herein ("Scope of Work"). The Client agrees to provide review and input on the draft guidelines to the Consultant as described in Exhibit A. Furthermore, the Client shall be responsible for all logistics related to public meetings and public engagement, including securing meeting space, placing any required legal notices, advertising and promoting meetings as desired by the Client, and any other related activities.

2. **Term.** This Agreement shall take effect as of the date first set forth above, and shall remain in full force and effect until the project is completed, unless terminated as provided in Paragraph 4(A).

3. **Compensation and Reimbursement.**

   A. Amount of Compensation and Reimbursement. The Client shall compensate the Consultant for its services and reimburse the Consultant for its expenses in accordance with the project Budget contained in Exhibit A (pg. 15) and incorporated herein. It is agreed that the total compensation and expense reimbursement to be paid for the professional services provided under this Agreement shall be a sum of $37,420. By mutual agreement, the Client and the Consultant may reallocate the

budget among project tasks if the total compensation amount remains unchanged.

B. Method of Compensation and Reimbursement. The Consultant shall submit monthly invoices to the Client for the Consultant's services based upon the percentage completion of each project task identified in the Exhibit A project budget. Monthly invoices shall include reimbursable expenses in accordance with that budget. The compensation to the Consultant is a "fixed fee" and "fixed expenses" approach that is based upon the estimated hours and expenses for the project, as opposed the actual hours and expenses that may ultimately occur. This approach is intended to provide financial certainty to both parties for this project. The Client shall make payments within forty-five (45) days of the Client's receipt of invoices. Late payments shall be accompanied by interest calculated at a rate of 1.5 percent per month thereafter, except that interest will not be charged on any amount that is the subject of a legitimate, good faith dispute.

4. General Terms and Conditions.

A. Termination of Agreement: The parties shall have the right to terminate this Agreement, with or without cause, by giving written notice to the non-terminating party of such termination and specifying the effective date thereof. Notice shall be given at least fifteen (15) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies and reports prepared by the Consultant pursuant to this Agreement shall become the Client's property. The Consultant shall be entitled to receive compensation in accordance with the Agreement for that portion of the work which has been completed pursuant to the terms of this Agreement prior to the date of termination.

B. Changes. The Client may periodically request changes in the Scope of Work of the Consultant to be performed hereunder. Such changes, including the amount of the Consultant's compensation, that are mutually agreed upon between the Client and the Consultant, shall be in writing and, upon execution by both parties, shall become part of this Agreement.

C. Assignability. Any assignment or attempted assignment of this Agreement by the Consultant without the prior written consent of the Client shall be void. However, any claims for money due, or to become due, to the Consultant from the Client under this Agreement may be assigned without such approval. Written notice of any such assignment or transfer shall be furnished to the Client.

D. Audit. The Client or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant

that are pertinent to Consultant's performance under this Agreement, as the Consultant maintains them in the ordinary course of business, for the purposes of making an audit, examination, or excerpts. The Client's review of the Consultant's materials described above shall occur at a mutually agreeable time. The Consultant agrees to maintain records relating to the project that is the subject of this Agreement for three (3) years after this Agreement terminates.

E. Ownership of Documents. Upon receipt of full and final payment, reports, studies, plans, graphics, presentations, and other materials prepared by the Consultant in connection with this Agreement shall be the property of the Client. However, the Consultant shall have the right to identify the Client and to describe and exhibit the work done pursuant to this Agreement in the course of the Consultant's marketing, professional presentations, and for other business purposes.

F. Assignment of Rights. Upon receipt of full and final payment, the Consultant assigns to the Client all rights to the work that the Consultant prepared, developed, or created for the Client pursuant to this Agreement, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public; and 4) to display the work publicly.

G. Governing Law. This Agreement shall be governed by the laws of the State of Tennessee. The Consultant shall comply with all applicable state and federal laws and regulations and resolutions of the Client, and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Agreement.

H. Subcontractors. The Consultant shall have the right to utilize the following parties as a subcontractor under this Agreement:

Common Ground Urban Design + Planning - Franklin, TN

Other subcontractors may be utilized if approved by the Client.

Fees, charges, and expenses of any and all subcontractors utilized by the Consultant are included in the fixed fee set forth Paragraph 3(A) of this Agreement. The Consultant will be solely responsible for the payment of all such fees, charges and expenses and will indemnify and hold the Client harmless from and against any and all claims by such subcontractors.

I. Notices. Any notice from the Consultant to the Client concerning the terms and conditions of this Agreement shall be made in writing and delivered by certified or registered U.S. Mail, return receipt requested, and shall be addressed as follows:

Traci Cox
Interim City Administrator
City of Carthage
326 Grant Street
Carthage, MO 64836

Any notice to the Consultant from the Client concerning the terms and conditions of this Agreement shall be made in writing and delivered by certified or registered U.S. Mail, return receipt requested, and shall be addressed as follows:

Philip L. Walker, FAICP
Principal
The Walker Collaborative
2408 Belmont Boulevard
Nashville, TN 37212

Notices from one party to the other shall be deemed effective upon confirmed receipt. Either party may change its address or contact person by written notification to the other party.

5. **Indemnification.** The Consultant shall indemnify and hold the Client harmless from and against all claims, costs, suits, actions and expenses, including attorney's fees, made or occasioned by any act and/or omission of the Consultant or its agents or subcontractor(s) in connection with performance of the Consultant's obligations under this Agreement. The Client agrees to indemnify and hold harmless the Consultant against any and all claims, costs and expenses, including attorney's fees, occasioned by any act and/or omission of the Client or its agent(s) relating to the consultant's professional services that are the subject of this Agreement.

6. **Independent Consultant.** Both parties agree that the Consultant and its subcontractors are independent contractors. The Consultant, its agents and subcontractors, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees of Client.

7. **Insurance.** For the term of this Agreement, the Consultant shall maintain insurance that protects the Consultant and the Client while performing the work covered by this Agreement from claims for damages that may arise from the Consultant's operations. The amounts of such insurance shall be as follows:

   A. Professional liability insurance. The Consultant shall maintain coverage in the amount of not less than $1,000,000.00 (each occurrence and general aggregate).

B. Commercial general liability insurance. The Consultant shall maintain coverage in the amount of not less than $1,000,000.00 (each occurrence and general aggregate).

C. Motor vehicle liability insurance on all motor vehicles owned, leased or otherwise used by the Consultant in an amount not less than $500,000.00 (combined single limit) for bodily injury including death and property damage combined.

D. Certificate of Insurance. Upon the Client's request, the Consultant shall furnish to the Client a certificate of insurance covering the work as required above as evidence that the insurance will be maintained in force for the entire duration of the work performed under this agreement.

8. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the Client and the Consultant. It supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both the Client and the Consultant, except that the parties may orally modify the time for performance of the Agreement.

9. **Mediation and Arbitration.** Any disputes arising out of this Agreement shall be subject to arbitration. As a pre-condition to the filing of any such arbitration, all claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement concerning a breach thereof, shall first be submitted to non-binding mediation prior to initiation of any arbitration unless the parties mutually agree otherwise. The cost of said mediation shall be split equally between the parties. This Agreement to mediate shall be specifically enforceable under the prevailing laws of the State of Tennessee. The parties agree that any disputes concerning the terms and conditions of this Agreement that cannot be resolved after consultation and discussion between the parties or by mediation shall be submitted and finally settled by arbitration. Any arbitration shall be conducted under the rules of the American Arbitration Association. Mediation or arbitration conducted under this Agreement shall occur in Nashville, Tennessee.

10. **Miscellany.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding upon the parties hereto. A waiver of a breach of any of the provisions shall not be construed as a continuing waiver or other breaches of the same or other provisions thereof.

DRAFT

THE WALKER COLLABORATIVE, LLC

By: _____
Philip L. Walker

Title: Principal

Date: March 28, 2025

CITY OF CARTHAGE

By: _____
Traci Cox

Title: Interim City Administrator

Date: March 28, 2025

DRAFT

5.0: RESPONSES TO SCOPE OF SERVICES

EXHIBIT A
Project Tasks

Overview
A four-step approach is proposed for carrying out this project for Carthage's Historic Preservation Design Guidelines, as follows:

Task 1.0: Background Work
Task 2.0: Field Work & Meetings
Task 3.0: Guidelines Preparation
Task 4.0: Presentation & Revisions

The following pages present a summary of each task. Please refer to page 15 of this section regarding responsibilities the project schedule, and the proposed project budget.

Task 1.0: Background Work

Taks 1.1: Project Kick-Off Meeting
The Consultant Team will conduct a meeting via video conferenceing with City representatives (potentially including the Guidelines Workgroup) to discuss the project logistics, including the project schedule, public engagement, additional background information and mapping data not already provided, and potential document formatting.

Task 1.2: Review & Analysis
Following the Project Kick-off Meeting and the receipt of any additional needed background information, the information will be reviewed by the Consultant Team with a focus on the following:

- Current relevant ordinances
- Current design guidelines
- Current comprehensive plan and other relevant plans and studies
- Relevant historic sites inventories
- National Register (NR) nomination documents for NR districts and properties
- Missouri SHPO CLG grant requirements
- Other applicable documents

Task 2.0: Field Work & Meetings
This task will constitute *Trip #1* for the Consultant Team. Phil Walker and Keith Covington will spend two (2) days in Carthage as follows:

Task 2.1: District Field Work
The Consultant Team will document the historic districts through mapping, field notes, and photography. Particular attention will be paid to recent alterations to existing buildings, new infill development, and specific exceptional examples within the districts (as identified by City representatives).

Task 2.2: Meeting with City Representatives
The Consultant Team will meet with City staff, the Planning, Zoning & Historic Preservation Commission, and the Guidelines Workgroup to discuss issues and opportunities for the existing guidelines and associated documents. This meeting will result in the Consultant Team gaining a clearer picture of the

aspirations for the project and the specific issues currently facing Carthage's preservation efforts.

Task 2.3: Stakeholder Focus Group Meetings

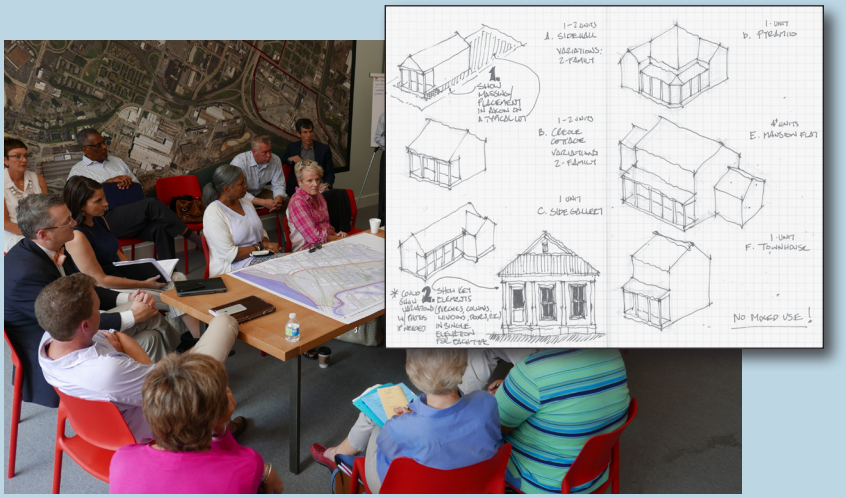
Based on consultation from the Consultant Team, the City will invite key stakeholders who can provide useful information and perspectives on the various issues related to compliance with the existing guidelines and the approval process. The Consultant Team proposes three (3) meetings, each lasting roughly one (1) hour. Each meeting will include up to ten (10) individuals who have shared interests, and potential meetings might include the following groups:

- Districts property owners, business owners, and residents
- Developers, builders, and design professionals
- City staff, Commission members, municipal officials, and preservationists (CHP members, etc.)

Task 2.4: Public Kick-Off Meeting

This meeting will introduce the Consultant Team to the public, review the project process, and begin soliciting information and opinions from the public regarding the future revised guidelines. A potential meeting outline might include the following:

- Introduction of Consultant Team & City Representatives
- Explanation of the Project Process
- Identification of the Current Guidelines Shortcomings
- Discussion of Desired Attributes of Future Guidelines



Focus group meeting and field notes from a project led by Common Ground Urban Design + Planning

Task 2.4: Open House (Optional)

If this task is desired by the City, a three (3) to four (4) hour timeframe would be allotted to allow interested citizens to drop in as their schedules permit and to provide their thoughts on the project. A brief presentation by the Consultants might also be incorporated into the Open House at a specified time.

Task 3.0: Guidelines Preparation

The Consultant Team will begin drafting the design guidelines during this phase of the project. At some point prior to this task, the Team will provide the City with formatting options for the document. Variables will include the document size and orientation, font sizes and styles, line spacing, color palette, and overall page layout. The City will sign off on the format before the guidelines are created. It will be the Team's goal to create a concise, easy-to-use, and graphically-rich document, yet still include enough text to provide a sufficient degree of detail. The use of illustrations and photographs will create a consistent, seamless document. The following page provides is a preliminary outline of what the document might include, although the ultimate contents will be determined based upon input from the City.

Unique Feature

If the City so desires, the guidelines will list every conceivable type of COA application and indicate whether it can be administratively approved or requires Commission approval.

Introduction
- Benefits of Historic Districts
- Legislation for Historic Zoning
- Guidelines Intent
- Acknowledgement of Funding

Design Review Process
- Property Designation & Review Structure
- Design Review Process Diagram
- Certificates of Appropriateness
- Minor vs. Major Work Matrix
- Interface with Other Policies & Regulations

Historic Context
- Historic Districts Overview
- Building Anatomy Diagrams by Building Types
- Architectural Styles by Building Types

Design Guidelines

General
- General Principles: The Secretary of the Interior's Standards for Rehabilitation
- Visibility & Contextual Compatibility
- Material Deterioration & Replacement

Existing Buildings

Maintenance, Alterations & Additions
- Residential Buildings
- Commercial / Mixed-Use & Institutional Buildings (if necessary)
- Changes to Non-Contributing Buildings

New Buildings

Design
- Residential Buildings
- Commercial / Mixed-Use Buildings
- Institutional Buildings

Outbuildings & Site Design
- Outbuildings
- Site Design

Building Relocation & Demolition
- Building Relocation
- Building Demolition

Appendices
- Glossary of Terms
- Additional Resources

Task 4.0: Presentation & Revisions
Following submission of the draft documents to the RPC and time for review, Tasks 4.1 and 4.2 will occur.

Task 4.1: Public Presentation
As part of a two (2) day *Trip #2* to Carthage, this meeting will target a broad audience of public officials and the general citizenry. It should also include the types of district stakeholders as those who will participate in the stakeholder focus group meetings that will be held as part of Task 2.3. Additional meetings can occur as part of this trip if needed.

Within the past few years, TWC's Phil Walker has served as both the part-time interim Main Street Manager and the City Planning Director for Natchez, MS, where he also staffed the Historic Preservation Commission.

Task 4.2: Final Revisions
Based on a final review of the draft Design Guidelines by the City and the Missouri SHPO office, as well as input from the public presentation and the City's submission of a single "red-lined" copy of the Design Guidelines (serving as a composite of all comments from the reviewers) to the Consultant Team for any final revisions, the Design Guidelines will be finalized and submitted in its final form, including the InDesign software document and a high-resolution PDF.

Responsibilities

The Consultant Team will provide all deliverables such as drafts of the Design Guidelines and PowerPoint presentations. The Team will also lead all meetings and presentations, and will provide suggestions to the City on topics such as public engagement and implementation of the Guidelines. The City will be responsible for all logistics related to meetings, such as securing meeting venues, providing public notifications, placing ads and similar promotion of meetings, and printing any meeting hand-outs.

Proposed Schedule

Although the Consultant Team can meet any reasonable schedule, below is a preliminary suggestion:

Tasks	Timeframe
Task 1.0: Background Work	Month 1
Task 2.0: Field Work & Meetings	Month 2
Task 3.0: Guidelines Preparation	Months 3-6
Task 4.0: Presentation & Revisions	Months 7-8

Proposed Budget

The project budget below proposes a total of $32,320 in professional fees and $5,100 in expenses. Of the expense total, most will be for travel (airfare, rental vehicles, fuel, lodging and dining).

PROJECT BUDGET **Carthage Design Guidelines**	**Task 1.0** Background Work	**Task 2.0** Field Work & Meetings	**Task 3.0** Guidelines Preparation	**Task 4.0** Presentation & Revisions	**Hours**	**Rate/hr.**	**Total Costs**
PROFESSIONAL FEES							
The Walker Collaborative							
Walker	12	28	26	32	98	$185	$18,130
Common Ground							
Covington	8	22	24	32	86	$165	$14,190
SUBTOTAL HOURS	20	50	50	64	184		
SUBTOTAL FEES	$3,540	$8,810	$8,770	$11,200			$32,320
EXPENSES							
Travel	$0	$2,550	$0	$2,550			$5,100
SUBTOTAL FEES	$0	$2,550	$0	$2,550			$5,100
TOTAL PROJECT COST	$3,540	$11,360	$8,770	$13,750			**$ 37,420**

"As the Project Manager for our city-wide historic preservation plan, I appreciated Phil Walker's expertise. He managed his sub-consultants well and applied critical thinking to the substantive issues critical to developing community consensus around our plan. Phil is particularly skilled at conducting public meetings and encouraging extensive public input and involvement."

Shanon Peterson - Historic Preservation Officer (former) - City Of Fort Worth, Texas

COUNCIL BILL NO. __25-21__ ORDINANCE NO. _____

An Emergency Ordinance authorizing the Mayor to enter into a Contract with Servpro of Carthage for repairs to the Central Park Restrooms, 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 Servpro of Carthage for repairs to the Central Park Restrooms, a copy of which Agreement is attached hereto and incorporated herein as if set out in full.

SECTION II: This Ordinance shall be considered an emergency ordinance under the terms of the City Charter

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

_____
Alan Snow, Mayor

ATTEST:

_____
Miranda Deal, City Clerk

Sponsored by: Mayor

RECONSTRUCTION WORK AUTHORIZATION and Payment Schedule for: City of Carthage
305 W Chestnut St Carthage MO
Total Estimate Scope:$16,546

The person(s) named below (collectively, “Owner”) hereby authorize G B Cook, LLC, d/b/a SERVPRO of Carthage/Joplin (“Company” or “Service Provider”), to make repairs to the Owner’s property. The attached “Terms and Conditions” are a part of this authorization and are agreed to by both parties.

WORK: The parties agree that the total cost of the work will be in accordance with the estimate and any supplemental estimates prepared by the Company, plus any change orders approved by the Owner and Company. Owner agrees that the job is limited to the work set forth in Company’s summary of the work provided with Company’s estimate (the “scope of work”), except that the scope of work shall also include any additional work requested by Owner and agreed to as described under “Addition/Deletion of Work” in the Terms and Conditions below.

This Work Authorization, along with all attachments, agreed estimates, supplemental estimates, payment schedule and change orders shall constitute the contractual obligations of Owner and Company.

Owner understands and acknowledges that Company is a separate legal entity that has no connection with Owner’s insurance company or its adjuster, and that Owner alone has the authority to authorize Company to make the repairs set forth in this agreement.

Owner agrees that any portion of work, including without limitation deductibles, betterment, depreciation, or additional work requested by Owner, not covered by insurance, must be paid by Owner in accordance with this agreement, including the attached Terms and Conditions. Although the Company will assist the Owner in seeking reimbursement of the costs of the work from the Owner’s insurer, the Owner is responsible for payment to Company of the full costs included in the scope of work.

PAYMENT: Owner’s insurance company is**:Unknown,** Owner irrevocably directs such insurer to pay all proceeds due Company as payment under any applicable policy or policies directly to Company and any mortgage company named. Owner will instruct the Owner’s insurer to make checks payable to G B Cook, LLC., d/b/a SERVPRO of Carthage/Joplin. Owner shall, upon request of Company, promptly (within 24 hours unless another time is agreed to by the parties) forward Company’s estimate to Owner’s insurer or otherwise make demand for payment of Owner’s claim. Owner will provide all reasonable cooperation to Company upon Company’s request to facilitate processing and payment of Owner’s claim by Owner’s insurer. Owner agrees to promptly (within 24 hours unless another time is agreed to by the parties) endorse and provide to Company any payment or check relating to the work hereunder that is made payable to Owner or Owner and Company jointly. Any insurance payment may, if reasonably directed to Company, be made to a mortgage company or into an escrow account in a bank acceptable to Company, for disbursement by a series of draws.

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Owner agrees that **Customer** may pay any insurance proceeds to the Company's Franchisor, SERVPRO Industries, Inc., for payment to the Company.

RETAINAGE: Notwithstanding the foregoing, if at the time of substantial completion Company and Owner agree to a “punch list” of items that remain to be completed, and amount (the retainage) may be withheld from final payment that is equal to two times the value of the uncompleted work (as reasonably determined by Company) or $250, whichever is greater. The retainage is due upon completion of punch list items. No amounts other than retainage may be withheld or deducted from amounts due Company hereunder.

PERFORMANCE: If Company has not received payment for work, or other reasonable assurance satisfactory to Company that the full amounts of any estimate or supplemental estimate will be paid by Owner’s Insurer. Company may suspend or cease performance of the work hereunder until such time as payment or assurances satisfactory to Company are received by Company. Notwithstanding any other provision of this Work Authorization, Company shall have no responsibility or liability to the Owner or any third party for any losses, damages or claims that may arise due to suspension or cessation of work under this paragraph.

MORTGAGE: It is the Owner's responsibility to promptly secure the endorsement of any loss drafts, checks, and/or progress payments, if appropriate. Owner must cooperate and provide all reasonable assistance in obtaining prompt payment or consents from the owner of any mortgage on the subject property, including execution of an appropriate release of information or a payment authorization in a form reasonably selected by the Company.

Owner’s mortgage payments are paid to:

Owner represents and warrants that all mortgage and related payments are current.

ENVIRONMENTAL CONDITIONS: Company’s scope of work hereunder shall not include the identification, detection, abatement, encapsulation or removal of any hazardous substances. If Company discovers any hazardous substances during the course of its work hereunder, it shall have the right to discontinue its work until such hazardous conditions are removed or otherwise remediated and the time allotted Company for completion of its work shall be extended for the period of time such hazardous conditions continue to exist. Company shall have no obligation to remove or otherwise remediate such hazardous substances.

By signing this authorization, I state that I have the legal authority to enter into this agreement for repairs to this property.

THIS AGREEMENT is made, entered into and effective this **day of , 2025**

By and Between:

Customer Signature _____ Company Signature _____

Printed Name _____ Company Name _____

Date _____ Franchise Legal Name: GB Cook, LLC

DBA: SERVPRO of Carthage/Joplin

Property Address _____ Date _____

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Insured _____

TERMS AND CONDITIONS

1. Pre-existing Deficiencies: The work agreed to consists of the scope defined in this contract and does not cover pre-existing deficiencies or required code upgrades unless specifically stated.
2. Materials: Materials will be standard stock materials unless otherwise specified and will match existing materials within reasonable tolerances, as determined by the Company in its sole discretion, as to color, texture, design, etc. Any changes in color or type of materials will be at Owner's sole expense, at Company's standard rates.
3. Access: The contract price is based on completion during normal working hours unless otherwise agreed, and Owner agrees to provide all necessary access to the jobsite as required until work is completed. Owner's key, telephone, electricity, water, toilet, and other necessary facilities are to be made available to the Company's personnel during the course of work, as necessary, and a lock box may be used. Company may place a sign on the work site or Owner's property.
4. Addition/Deletion of Work: Any work deleted from the scope of work must be agreed to by both the Owner and Company in writing on a change order. In the event of deletion of work, upon payment to Company, Owner will be reimbursed only for Company's (or any subcontractor's, if applicable) budgeted cost on said work. If deletion of work from the contract results in a net credit to Owner, the amount of the credit will be used to offset extra work or paid upon the Company's receipt of final payment. Any additional work will be at prices agreed to by the parties. If Owner requests additional work that is not covered by the insurance company, and Company agrees to perform such work, a down payment of 50% of the cost of the additional work is required before starting the additional work. The balance will be due on completion of the additional work.
5. Security: Company is not responsible for security of the jobsite, and therefore it is agreed that Company shall have no responsibility for any damage, disappearance, or theft of jewelry, art objects, silver, gold, antiques, guns, personal items, or other valuables. Owner agrees to remove, store, or protect all such items that are left at the jobsite, and Owner agrees to ensure that pets or persons (including children) are not allowed access to the jobsite.
6. Payments: Payments not made in accordance with any agreed-upon schedule or no later than 10 days after date of Company's invoice (whether provided after substantial completion or otherwise), shall accrue interest thereon at the lower of

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(i) 1% per month (12% per annum), or (ii) the highest rate allowed by law, until paid.

7. Limited Warranty: Company guarantees its workmanship will be in accordance with restoration/remodeling industry standards for three years from date of substantial completion, normal wear and tear and causes beyond the reasonable control of Company excepted. Owner shall notify the Company as soon as practical of all alleged defects in the work; failure to provide timely notice will void any warranty. Owner's exclusive remedy, and Company's sole liability, for any breach of this limited warranty is for Company to re-perform the work within a reasonable time after proper notice of the defect. This limited warranty is void if Owner is not in compliance with any term of this agreement, including without limitation any payment terms. Company will not pay for warranty work performed by others unless agreed to in advance. Company is not responsible for additional work performed under any agreement between Owner and other tradesmen or subcontractors.

   Materials are covered for one year or by guarantees or warranties, if any, provided by manufacturers. Company will pass through to Owner, to the extent allowed, any such guarantees or warranties provided to the Company. If Owner purchases any materials for use or installation by Company, or directs Company to purchase particular materials against the recommendation of Company, Company shall have no responsibility whatsoever with regard to any claims arising from any incompatibility or defect regarding such materials, or any breach of the manufacturer's warranty with regard to such materials.

   EXCEPT AS SPECIFICALLY SET FORTH HEREIN, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY WORK OR MATERIALS PROVIDED HEREUNDER INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. Termination: If a party shall fail to comply with any material term or condition of this agreement, then the other party may provide written notice of such default. Upon receipt of such notice, the party in default shall have 10 business days in which to cure such default. If such default is not cured within 10 business days after such notice, the other party may terminate this Agreement upon prompt written notice. If Company terminates this agreement based upon Owner's default, Company shall be paid all labor and materials costs and expenses incurred as of the date of termination of the agreement, plus Company's fee of 20 percent of this total entire scope of work price (i.e., as if the project had been completed), for overhead and profit.
9. Dumpsters: Owner acknowledges that damage may occur from placing a dumpster on lawns, soil, asphalt, or concrete during placement or pickup.

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Company will not be responsible for any damage due to settling, rutting, staining, marring, or any other form of damage caused by the placement and pickup of the dumpster(s).

10. No Verbal Agreements: Any alleged or asserted verbal agreements are not binding by the Company.
11. Insurance: Owner shall maintain the Owner's usual liability insurance and Company shall maintain comprehensive general liability insurance. Company shall maintain workers' compensation insurance as required by law. Owner waives all claims, including, but not limited to, subrogation claims, against Company to the extent the claims are covered by insurance. If the Owner purchases loss of us insurance, the Owner waives all claims for loss of use against the Company.
12. No Waiver: Any waiver of a breach or default under this agreement shall not constitute a waiver for any subsequent breach or default. No single or partial exercise of any right, power or privilege under this agreement shall preclude further exercise of the right, power, or privilege.
13. Force Majeure: Neither party shall be responsible for any delay in or failure of performance under this agreement due to any occurrence beyond its reasonable control, including without limitation work stoppages, natural disasters, fires, civil disobedience, riots, rebellions, acts of God, failure of a supplier or third party, or any other similar occurrences.
14. Dispute Resolution: All claims, disputes, and other matters in question arising out of, or relating to, this agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in force, or by legal action, at the option of Company. All legal fees and expenses shall be awarded to the prevailing party in any arbitration proceeding; any arbitration will be conducted by a single arbitrator selected in accordance with applicable rules then in force.
15. Roles and Responsibilities: As a professional restorer, it is our job to help determine the proper methods and materials to return your property to its pre-loss condition, to prepare an estimate of a fair price to perform that work, and to properly manage the restoration process.

    Your Insurance adjuster is responsible to determine what is covered and what isn't under the policy, to make you an offer of settlement according to the terms of your insurance policy, and to promptly reimburse you for your loss according to the policy terms.

    Your insurance contract is with you, and all their duties and responsibilities under that contract (your policy), and under state law, are due to you. The settlement of your claim is with you and payment for your loss is due to you, although many insurers will honor your request to include our name on your insurance draft.

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Our contract is with you and is based on an estimate prepared for your insurance company and further described in our agreement. As the Owner, it is your responsibility to understand and agree with the proposed scope of work and the terms of our agreement with you. We ARE agreeing to perform all the work in our scope for the lump sum amount described in the contract. We ARE NOT agreeing to the individual unit prices provided in the line item estimate to the insurance company. As the contract explains, those prices are a convenience in the industry and in many cases do not reflect our actual prices and costs.

We will provide you with estimated replacement costs for a variety of owner-selected materials such as floor covering and light fixtures, based on insurance company guidelines. If you do not believe the estimated amount fairly reflects the replacement cost of that item, it is your responsibility to address that concern with your insurance adjuster.

If there is required work that you believe we have overlooked in our scope, it is your responsibility to bring that to our attention. If your adjuster agrees that it is loss-related, we will present the additional cost to your insurer as a supplement to your claim and add it to your contract by the change order. If the adjuster does not agree the additional work is loss-related, it will be your responsibility to pursue that additional claim. If we are in agreement with you, we will provide a report to that effect if requested, which you can provide to your insurer.

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Reconstruction Payment Schedule

Failure to make payments as scheduled will result in the project to be paused until payment is made.

Total Scope Estimate

$16,546

Initial Payment 50% Due prior to start of project

$8273

Final Payment 50% Due when scope has been completed

$8273

Customer:_____Date_____

Project Manager:_____Date_____

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RESOLUTION NO. __2082__

A RESOLUTION PROVIDING FOR THE FORMAL ACCEPTANCE OF A DONATION FROM THE CARTHAGE YOUTH SOFTBALL TEAM OF $5,115.00 FOR EPOXY APPLICATION ON THE FLOOR OF THE CONCESSION STAND BY THE CITY COUNCIL OF THE CITY OF CARTHAGE, MISSOURI PURSUANT TO CITY POLICY.

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

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

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

WHEREAS, City Staff ensured that there were no potential conflicts of interest regarding this donation, and protected the anonymity as much as legally possible provided by law for legitimate reasons; and ensured that the donor does not expect anything in return and there are no conditions attached to the donation; and

WHEREAS, the Public Services Committee met and discussed concerns regarding transparency etc., including knowledge of the donation source, and any interest, the donor had in city business, and recommended acceptance of the donation at their March 27, 2025 meeting; and

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

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

That the City hereby accepts a donation in the amount of five thousand one hundred and fifteen dollars and no cents ($5,115.00) from the Carthage Youth Softball Team for use in the concession stand. A budget adjustment will be prepared when necessary to authorize the appropriation of these funds.

PASSED AND APPROVED THIS ____ DAY OF ___, 2025.

_____

Alan Snow, Mayor

ATTEST:

_____

Miranda Deal, City Clerk

CITY ADMINISTRATOR DONATION REPORT:

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

There will be no adverse impact of acceptance of the cash contributions. It is recommended that the funds be placed in the Civic Enhancement Fund and will be appropriated for use on the epoxy floor for the concession stand.

RESOLUTION NO. __2083__

A RESOLUTION APPROVING THE DECLARATION AS SURPLUS TO THE CITY'S NEEDS AND AUTHORIZING THE DISPOSITION OF FENCING

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 Parks Director, and the Public Services Committee recommends declaring the fencing as obsolete and surplus to the City's needs and disposing is in the best interest of the city, for consideration by the full City Council.

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 fencing is determined and declared to be obsolete and surplus to the City's needs and is hereby authorized for disposal.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

_____
Alan Snow, Mayor

ATTEST:

_____
Miranda Deal, City Clerk

Sponsored by: Public Services Committee

JOB DESCRIPTION
CITY OF CARTHAGE

DEPARTMENT: Parks & Recreation **SALARY GRADE:** J
POSITION TITLE: Parks Operations Assistant **FLSA STATUS:** Non-Exempt

RESPONSIBILITIES OF POSITION:

The Parks Operations Assistant is a leadership role that acts as an Assistant to the Parks Director. This is a role that combines the planning and execution of community recreation programs and events with the operational and strategic management of parks and facilities. This position supports the Parks Director in overseeing parks, recreation services, and facility maintenance, while also managing recreation programming and community engagement efforts. The role emphasizes innovation, collaboration and efficient resource management to enhance the quality of life for community members. Position is responsible for the overall planning, operating and coordinating all activities and operation associated with the running of the City's Memorial Hall building.

SUPERVISION RECEIVED AND EXERCISED:

Receives general administrative direction from and reports to the Parks & Recreation Director. Incumbent is expected to demonstrate and exercise considerable independent judgement and knowledge in the performance of assigned duties. Incumbent exercises direct supervision over part-time personnel.

ESSENTIAL JOB FUNCTIONS: Essential responsibilities and duties may include, but are not limited to the following:

1. Oversee the scheduling, maintenance, improvements, and reservations of parks and recreation facilities—including sports complexes, Memorial Hall, Fair Acres, and other venues—while managing field maintenance, contracts, vendor coordination, and associated logistics.
2. Plan, develop, and execute diverse recreation programs, events, and classes for all ages.
3. Coordinate the marketing and promotion of recreation programs and facility services with the Public Information Officer and marketing staff through a variety of media. Oversee social media presence for Parks Department.
4. Foster relationships with community groups, volunteers, and residents to address needs and concerns. Acts as a liaison to all third party groups and programming.
5. Prepares and monitors department budget within established guidelines.
6. Maintain and report monthly and yearly attendance figures for Memorial Hall.
7. Coordinate reservations, prepares contracts, and supervises use of athletic fields and related recreational facilities for program and special event use.
8. Secure sponsorships and partnerships to support events and programming.
9. Implement and monitor strategic plans for recreation facilities including concessions areas, field maintenance and accessibility improvements.
10. Administer departmental personnel function and supervise subordinate employees.

11. Carry out any other duties as are within the scope, spirit and purpose of the job as directed by the supervisor or Department Head.

QUALIFICATIONS REQUIRED:

Knowledge: General knowledge of park ordinances, principles and practices of facility operations, basic recreation programming as it pertains to programming area, basic budgetary and accounting principles and practices and computer applications related to the work. Knowledgeable in the operations, services and activities of a comprehensive municipal Memorial Hall program. Administrative skills to analyze programs, policies and operational needs. Principles of supervision, training and performance evaluations. Plan, organize, direct and coordinate the work of staff members.

Abilities: Skill in communicating clearly and effectively with others, orally and in writing, making public presentations, evaluating facility maintenance needs, using tact and discretion, organizing work, setting priorities, meeting critical deadlines, and following up on assignments with minimum direction. Select, organize, direct and coordinate the work of staff members. Maintain appropriate departmental records and prepare necessary reports. Establish and maintain effective working relationships with fellow employees and the general public. Supervise subordinate employees in an efficient and effective manner. Observe health and safety regulations. Ability to schedule and coordinate numerous events; promote and market events for a public facility; present a friendly positive image and enjoy working with the public.

Experience, Education and Training: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. Experience: Three (3) to five (5) years of experience in recreation or event planning. Skills in administrative and office management, including computer skills. Skills in leadership and supervision of employees. Education: High school graduate (or HSE-High School Equivalency Credential), including or supplemented by recreation or business studies.

Physical Requirements: Must possess mobility, strength, and stamina to perform physical work for extended periods of time; to operate a wide variety of tools and equipment, and to operate a motor vehicle; vision to read printed materials and a computer screen; hearing and speech to communicate in person and over the telephone or radio. Work activities may be performed indoors and outdoors and may require frequent walking on uneven or slippery surfaces, standing, sitting, running, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, reaching, making repetitive hand movement, and related physical activities in the performance of daily duties.

Licenses and Certificates: Possession of, or ability to maintain an appropriate, valid Missouri drivers' license; must be First Aid, AED, and CPR certified or complete classes within 6 months of hire date.

SPECIAL REQUIREMENTS:

Schedule: Hours and days of work vary. May be scheduled for evenings and weekends. Additional hours are required to attend meetings and monitor events. May occasionally be required to answer calls during irregular hours.

Overtime: The City provides overtime or compensatory time off pursuant to the

Fair Labor Standards Act.

LIMITATIONS AND DISCLAIMER:
The above job description is meant to describe the general nature and level of work being performed; it is not intended to be construed as an exhaustive list of all responsibilities, duties and skills required for the position. All job requirements are subject to possible modification to reasonably accommodate individuals with disabilities. Some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees. Requirements are representative of minimum levels of knowledge, skill and/or abilities. To perform this job successfully, the employee must possess the abilities or aptitudes to perform each duty proficiently.

I have read the foregoing job description in its entirety and understand its contents. I can perform the essential functions outlined with or without reasonable accommodation under the American with Disabilities Act.

Signed: _____ Date:

PROPOSED

City of Carthage
Memorial Hall Electronic Digital Sign Advertising Policy

Purpose:

The purpose of the Memorial Hall Electronic Digital Sign Advertising Policy is to provide a mechanism and procedures for limited public use of the City's electronic digital sign located at Memorial Hall, 407 S. Garrison Ave., within appropriate controls established by the City; and to establish a formal policy and process for its use.

Scope:

The City of Carthage's businesses, organizations, and individuals contribute to the overall quality of life of the City's residents. It is the goal of the City to allow its businesses, organizations, and individuals a cost-effective way to advertise/promote their entity or event. The City will allow equal access to those individuals, businesses/organizations who choose to advertise utilizing the City electronic digital sign for such promotion.

Authorization:

The City's Public Services Committee shall be responsible for recommending to the City Council the use policy regarding the electronic digital sign at Memorial Hall. The Committee may also recommend updates to the policy as conditions warrant, all subject to the approval of the City Council.

Objectives:

1. Provide guidance on use of the electronic digital sign at Memorial Hall.
2. Provide individuals, local businesses and local organizations a cost-effective opportunity to promote their entity or event.
3. Provide/generate additional revenues for the City. ~~for the upgrade, maintenance and future replacement of the electronic digital sign~~.

Policy:

It is the Policy of the City of Carthage to provide limited public usage of its electronic digital sign at Memorial Hall under the following guidelines:

- The advertisement of events booked and scheduled at Memorial Hall will have priority and limited basic advertising of their event on the sign. (Normally 2 weeks prior to event.) Additional, special advertising of events booked and scheduled at Memorial Hall will be permitted (pictures, etc.) for an additional fee (See Fee schedule below).
- The advertisement of all City Sponsored events are acceptable and will have secondary precedence use of the sign space. The advertisement of community-wide events are permitted. The event must be open, without charge, to attendance by the general public (i.e. Maple Leaf Parade, Marian Days).
- Hall Supervisor will have control and scheduling ~~(through the organizational structure)~~ of all advertising on the sign.

- Promotion of personal events such as birthdays, anniversaries, etc. will be permitted ~~depending on availability~~ for a fee (See Fee schedule below).
- Promotion or advertisement for a fundraising event will be permitted for non-profit organizations only, proof of non-profit status maybe required, for a fee (See Fee schedule below).
- Promotion of single businesses will be permitted for a fee (See Fee schedule below).
- The following advertising/promotion will not be permitted:

    - Individuals or groups promoting tobacco, alcohol or liquor;
    - Political parties, candidates, or movements;
    - Individuals or groups promoting gambling;
    - Messaging that violates the Establishment Clause of the First Amendment to the U.S. Constitution;
    - Advertising that is misleading, deceptive, disrespectful, fraudulent, or libelous;
    - Advertising that is obscene, contains offensive language, or promotes illegal or sexual activity or is inappropriate for public display;
    - Events that are in direct competition with Memorial Hall such as: wedding reception venues, and other related event venues.

Individuals, Organizations and Businesses which choose to take advantage of this service must fill out a request form at Memorial Hall.

~~Generally, the sign has no more than 10 slides running daily~~. Each slide is approximately 6 seconds long. ~~Based on this calculation a slide would show on the sign 1,440 times daily~~. This is an estimated number based on slide activity, not a guaranteed number.

The City reserves the right to approve any and all advertisement signage, images, and language.

ADVERTISING RATES

Text or video per (1) day for one (l) slide, six (6) seconds long for a day (24 hours):

- Non-Profit - $10.00
- Individual - $20.00
- Businesses/Organizations - $30.00

If Special Arrangements or promotions which fall outside the bounds of the above fee structure arise, Memorial Hall staff and the City Administrator shall decide on the appropriate fee based on staff time and purpose of the Special Arrangement.

Please provide the desired content below or attach a business card or graphic with the desired text information. Content is limited and must be approved by Memorial Hall. We would like to know colors preferred (i.e. favorite color of birthday person).

_____

_____

_____

Date desired for the advertising on the sign: _____

All advertising must be paid in full one week before the advertisement date. Electronic signs do occasionally have a mechanical problem. If this should arise, and your advertisement cannot be advertised on the sign, the money will be refunded to you.

By entering this Agreement with the City of Carthage, you understand and agree to the terms of the Advertising Agreement as stated above and understand that if payment is not received by the City of Carthage that the advertisement will not run as scheduled.

Signed: _____

Print Name: .....

Telephone: _____

Date: .....

CARTHAGE MEMORIAL HALL

Memorial Hall Office Rental Agreement

This Office Rental Agreement ("Agreement") is entered into as of the ____ day of _____, by and between the City of Carthage ("City"), and _____ ("Tenant").

1. Premises City hereby rents to Tenant, and Tenant rents from City, the office space located at Memorial Hall, 407 S Garrison Ave, Carthage, MO 64836, (the "Premises").

2. Term The rental term shall commence on _____, and shall continue on a month-to-month basis until terminated by either party in accordance with the terms of this Agreement.

3. Rent Tenant shall pay to City rent in the amount of $150.00 per month. Rent is due on the first day of each month, without demand, deduction, or offset. Payments shall be made to City of Carthage at 407 S Garrison Ave, Carthage, MO 64836, or as otherwise directed in writing by the City.

4. Use of Premises Tenant shall use the Premises solely for office purposes and shall not engage in any unlawful activities or conduct any operations that may disturb other tenants or violate local regulations.

- Tenant shall keep the Premises in good, clean condition and shall not cause damage beyond normal wear and tear.
- City shall be responsible for structural repairs and maintenance of common areas.

6. Utilities City shall provide all utilities. Tenant is responsible for any additional services or utilities required beyond those provided by City.

7. Alterations Tenant shall not make any alterations, additions, or improvements to the Premises without prior written consent from the City.

8. Termination Either party may terminate this Agreement with thirty (30) days' written notice. Upon termination, Tenant shall vacate the Premises and return all keys and access cards.

9. Liability and Insurance City shall maintain insurance covering the Premises. Tenant may obtain insurance to cover their personal items and property within the Premises at their discretion.

10. Indemnification Tenant agrees to indemnify and hold City harmless from any and all claims, liabilities, or damages arising from Tenant’s use of the Premises, except those resulting from City’s negligence.

11. Governing Law This Agreement shall be governed by the laws of the State of Missouri.

12. Entire Agreement This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements. Any amendments must be in writing and signed by both parties.

13. Signatures IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City: City of Carthage

By: _____
Title: _____
Date: _____

Tenant:

Name: _____
Signature: _____
Date: _____

CARTHAGE
PARKS & RECREATION

Parks & Recreation Sponsorship Policy

1.0 PURPOSE:

The purpose of this administrative policy and procedure is to establish criteria by which the City may accept sponsors that further the City's mission by providing monetary or in-kind support for the City's programs or services. The City permits private sponsorship of government programs or services in limited circumstances as a means to generate funds for improving or expanding those programs and services. The City exercises sole discretion over who is eligible to become a sponsor according to the terms of this policy.

Donations are not within the scope of this policy and are instead guided by the City's Donation Policy.

2.0 ORGANIZATIONS AFFECTED:

Parks & Recreation Department of the City of Carthage; and

External entities desiring to sponsor or provide in-kind services to the City of Carthage.

3.0 DEFINITIONS:

3.1 In-Kind Gifts: A sponsorship received in the form of goods and/or services instead of cash.

3.2 Sponsor: An entity that provides the City with a sponsorship by entering into a sponsorship agreement with the City in accordance with this policy.

3.3 Sponsorship Agreement: The agreement between the City and the sponsor that articulates the terms and requirements of the sponsorship, including the method and manner of sponsorships, the sponsorship level, value of the associated sponsorship or in-kind gift, and the benefits to be received by the sponsor.

3.4 Sponsorship Criteria: The criteria listed in Section 5.3 that is used to determine whether to accept or reject a sponsorship.

4.0 POLICY:

It is the policy of the City of Carthage ("City") that:

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PARKS & RECREATION

4.1 Sponsorship agreements will exist only in accordance with the criteria and procedures set forth in this policy.

4.2 Sponsorships must support the mission and policies of the City.

4.3 Whenever possible, sponsorships should be linked to specific activities, events, programs, or publications.

4.4 The City will neither seek nor accept sponsors that manufacture products or take positions inconsistent with local, state, or federal law or with City policies, positions, or resolutions.

4.5 The establishment of a sponsorship agreement shall not constitute an endorsement by the City of the sponsor's organization, products, services, positions, or statements.

4.6 The City may accept, deny or refuse any sponsorship at its sole discretion.

5.0 PROCEDURES:

5.1 Sponsorship Opportunities Package. The Events & Recreation Coordinator shall develop, and then update as needed, the Sponsorship Opportunities Package, in conjunction with the Director of Parks & Recreation and the City Administrator. The annual Sponsorship Opportunities Package will be posted to the City's website.

5.2 Review of Proposed Sponsorships. The Events & Recreation Coordinator will be responsible for seeking, reviewing and accepting proposed sponsorships, pursuant to the Sponsorship Criteria for all recreation sponsorships. The Golf Operations Supervisor will be responsible for seeking, reviewing and accepting proposed sponsorships, pursuant to the Sponsorship Criteria for all golf sponsorships. The Tourism Director will be responsible for seeking, reviewing and accepting proposed sponsorships, pursuant to the Sponsorship Criteria for all Tourism sponsorships. All sponsorships need to be reviewed and approved by the Parks Director.

5.3 Criteria for Review of Proposed Sponsorships.

5.3.1 Proposed sponsorships will be reviewed on a first-come basis.

5.3.2 The importance of the sponsorship to the mission of the City.

5.3.3 Any other factors that could affect public confidence in or perception of the City's impartiality; or interfere with the delivery of City services or operations; or which the City finds

unacceptable, including, but not limited to, current or potential conflicts of interest, policies or positions between the sponsor and the City, including its employees, officials, or affiliates; or has the potential to tarnish the City's standing among its citizens; or otherwise affect or impair the City's performance of its roles, duties and functions.

5.4 Sponsorship Agreement. A sponsorship agreement is required for each new and renewed sponsorship relationship. The agreement shall include the following information at a minimum:

5.4.1 City benefits to be given to or recognized by the proposed sponsor and the estimated monetary value of those benefits.

5.4.2 Sponsorship benefits to be given to or recognized by the City and the estimated monetary or other value of those benefits.

5.4.3 Prominence, content, and duration of the proposed public recognition of support.

5.4.4 Duration of sponsorship and conditions under which the sponsorship agreement may be terminated, canceled, amended, or extended.

5.4.5 Sponsors are solely responsible for obtaining all necessary permission to use photographs, trademarks, trade names, copyrighted material and all other legally protected property, whether or not legally protected. The City will not be liable for unauthorized use or infringements.

5.5 Processing of Approved Sponsorships. The City will process approved sponsorships using the following procedures:

5.5.1 All sponsorship revenue will be allocated only to the City's General Revenue Fund. The sponsorship funds will be used to purchase what is determined by the sponsor in the sponsorship agreement.

5.5.2 Funds used to purchase items will be processed following the City's Purchase Policy.

5.5.3 Sponsors will receive an invoice from the Parks Department for the value of the sponsorship provided.

5.5.4 The Events & Recreation Coordinator, the Golf Pro and the Tourism Director will be the points of contact for the City and will ensure the timely delivery of sponsorship benefits.

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5.6 Content of Sponsorship Message. The content of the sponsorship message will be guided by the following criteria:

5.6.1 The City reserves its rights and discretion to exercise full editorial control over the placement, content, appearance, and wording of sponsorship messages.

5.6.2 Sponsorship recognition messages may identify the sponsor but should not promote or endorse the organization or its products or services. Statements that advocate, contain price information or an indication of associated savings or value, request a response, or contain comparative or qualitative descriptions of products, services, or organizations will not be accepted.

5.7 Privileges and Consent:

5.7.1 By agreeing to a sponsorship, a sponsor consents to the City's use of photos, videos, or other media to memorialize the event or program, including the City's use of photos, videos, or other media to memorialize the sponsor, the sponsor's goods, services, logos, or other identifying features.

5.7.2 Providing a sponsorship shall not allow, permit, enable, impose, oblige, or entitle a sponsor to any special privileges other than those stated in the sponsorship agreement.

5.8 Unexpected cancelation of sponsorship. If a benefit of the sponsorship becomes unavailable (e.g., a planned event is canceled), the Events & Recreation Coordinator, the Golf Pro and the Tourism Director can offer an alternative benefit to the sponsor. If the sponsor accepts the alternative benefit, an amended sponsorship agreement must be signed before the alternative benefits can be provided.

5.9 Termination:

5.9.1 The City may terminate any sponsorship agreement at any time and for any reason if the sponsorship is determined in the City's sole discretion not to be in the best interests of the City. If the City elects to terminate any sponsorship agreement, it will give written notice to the sponsor. A prorated amount of funds or services based on the amount of unused sponsorship benefits, including any remaining or any unused materials or services, will be refunded, returned or cancelled by the City.

5.9.2 The sponsor has the option to withdraw from the sponsorship agreement. However, no refunds will be issued.

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6.0 **MISCELLANEOUS**:

6.1 The Events & Recreation Coordinator, the Golf Pro and the Tourism Director shall each issue a monthly report of the City's proposed sponsorships at the monthly Public Services Committee.