



City of Carthage, Missouri

CITY COUNCIL

October 14, 2025 - 6:30 PM
CITY HALL COUNCIL CHAMBERS

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 September 23, 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**
- 16. New Business**
 1. C.B. 25-65 -- An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute a Contract between the City of Carthage, Missouri and SW Missouri Engineering, LLC for engineering and technical services for the Downtown Sidewalk Improvements project, in the City of Carthage, Missouri.

2. C.B. 25-66 -- An Ordinance authorizing the Mayor to enter into an Agreement with Lakeland Office Systems for a 5-year lease for printers throughout City departments, in the City of Carthage, Missouri.
3. C.B. 25-67 -- An Ordinance authorizing the Mayor to enter into an Agreement with Lakeland Office Systems for printer service and maintenance, in the City of Carthage, Missouri.

17. Mayor's Appointments

18. Resolutions

19. Closing Comments

20. Executive Session

1. **CLOSED SESSION:** ACCORDING TO SECTION 610.021 (1), THE AGENDA INCLUDES THE POSSIBILITY OF A VOTE TO CLOSE PART OF THE MEETING TO DISCUSS LEGAL ACTIONS, CAUSES OF ACTION OR LITIGATION INVOLVING A PUBLIC GOVERNMENTAL BODY OR ITS REPRESENTATIVES AND ITS ATTORNEYS.

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

September 23, 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=DbFjpAOWdwY>

The Carthage City Council met in regular session on the above date in Council Chambers at 6:30 PM with Mayor David B. Flanigan presiding. Fire Chief Jason Martin gave the invocation.

The following Council Members answered roll call: Derek Peterson, Kate Gilpin, Genaro Cifuentes, Ray West, Jack Perkins, David Thorn, Beth Kang, Alan Snow, Jana Schramm, and Ron Wells. City Administrator Traci Cox was also present. City Attorney Jon Gold was absent.

The following Department Heads were present: Police Chief Bill Hawkins, Fire Chief Jason Martin, Public Works Director Josiah Bayless, City Clerk Miranda Deal, and IT Administrator Michael Keith.

Mr. Snow made a motion, seconded by Mr. Peterson, to approve the minutes of the September 9, 2025 regular and closed session Council meeting minutes. Motion carried.

During public comments, Jennifer Shotwell with the Area Agency on Aging addressed some rumors going around about the Carthage Senior Center. One of the rumors was that the center was closing, and that is not true. The other was that they are no longer serving lunches. That is also not true, they are changing how they are doing the freshly prepared meals. All of the food will be cooked at the Lamar Senior Center and brought to Carthage the same day, similar to having outside food catered. This is a change in their operations due to financial restraints and the increasing costs of labor and other factors.

Kamy Kulow, City Clerk of Aurora, was present to recognize City Clerk Miranda Deal on receiving her Missouri Registered City Clerk certification and presented her with a certificate.

Mark Salazar told the Council that he is working with a ministry baseball group who has been playing at Carl Lewton Stadium and presented an idea to the council to allow him to manage the field and the events that happen and also partner with him to help get the

stadium back up and running for younger kids. He and a group of players and parents recently went out there and did some minor work on the field, and look forward to possibly working with the City to restore the historical field.

Eileen Sherlock, Director of the Crisis Center, was present to introduce someone who recently took advantage of some of the new programs that the Crisis Center is offering. Mark Miller is a successful graduate of the 120 program through the center, and has also completed the Jasper County Jail treatment program. He said that the center is not just a homeless shelter, they have many other things to offer those in need and is thankful for the programs that are offered to help get people on the right path. Ms. Sherlock said that residents at the center are not just those who have a substance abuse problem, there are also a lot of domestic violence residents and young adults who have aged out of the foster care system who had no where else to go. They are working on getting more educational opportunities to further help their residents get back into their communities with useful tools and knowledge.

Mr. Snow reported that the Budget Ways and Means Committee is between meetings. The next meeting is scheduled for October 13th at 5:30 pm.

Mr. Peterson reported that the Committee on Insurance, Audit and Claims met on this day and approved the claims. They approved the health insurance renewal rates, which was a 0% increase for the next calendar year. Mr. Peterson made a motion, seconded by Mr. Wells, to approve the Anthem insurance renewal rates for a 0% increase. Motion carried. The next meeting will be on October 14th at 5:30.

Mr. Snow reported that the Public Safety Committee met September 22nd. Judy Moore was present to ask the committee about getting a handicap parking space by her business at the corner of 4th and Lyon. The committee decided to forward the request to the Public Works Committee. Terecia Mixon with the YMCA was present to ask for road closures for the Maple Leaf 5K event. Mr. Snow made a motion, seconded by Mr. Peterson, to close George Phelps Blvd from Grand Avenue to Fulton St from 5:30-7:30 pm on October 17. Motion carried. They also requested police officers at the race crossings at the entrance of Fairview Christian Church and limiting access from Airport Drive to Clinton and Grand to Fairview. The committee approved and forwarded Resolution 2101; this is a donation from Backyard Discovery to the Fire Department for their help in the warehouse fire in Lamar. They also discussed a grant for the Police Department, the agenda had the acceptance of the grant, but they are just applying at this time. The Annual Sheriff's Office Night Under the Stars fundraiser is on October 4 from 4:30-7:30, they requested the south side of the square be closed on 4th Street from Main to Grant. Mr. Snow made a motion, seconded by Mr. West, to close the south side of the square on October 4 from 4:30-7:30. Motion carried. Chief Hawkins reported they are hiring for a few officers with retirements and resignations that have happened recently. He also recognized two police officers who did an interview with the news for a Hispanic Heritage Month segment, it was Officer Hinojoza and Officer Azua. Mr. Snow thanked the Fire Department A Crew, Captain Brady Gertsner, Lieutenant Brett Henson, Engineers Mike Hole and Rick Williams, Firefighters Dakota Jones, Colton Gurera,

Derrick Moore, and Davis Martin along with Deputy Chief Maples, and Training Officer Calhoon, for their work in recent major accidents. The next meeting will be on October 20th at 5:30.

Ms. Schramm reported that the Public Services Committee met September 18th. She reported that the new Parks and Recreation Director Richard Bonine will start on October 6, and Tyler Markham, Golf Operations Supervisor, has put in his notice and he will be missed. The committee previously approved the Bikes, BBQ, and Toy Run to take place on the square, but that location needs to be changed to Central Park. Ms. Kang made a motion, seconded by Ms. Gilpin, to allow the use of Central Park on October 11 for the Bikes, BBQ, and Toy Run. Motion carried. The Saddle Club requested permission to apply for another grant to help increase the number of holding pins for livestock and to replace the outdated and dangerous announcer box. Ms. Schramm made a motion, seconded by Mr. Peterson, to allow the Saddle Club to apply for the grant for improvements. Motion carried. The Maple Leaf Rodeo is requesting food trucks at the park for the event. Ms. Schramm made a motion, seconded by Mr. Wells to allow food trucks in Municipal Park during the rodeo event. The Soles 4 Paws 5k will be held on November 23 starting at 4 pm in Municipal Park. Ms. Schramm made a motion, seconded by Mr. Peterson, to allow the use of Municipal Park on November 23 for the Soles 4 Paws 5k event, benefiting the Carthage Humane Society. Motion carried. They discussed the liquor sales at the golf course. There are policies and signage that will be put in place, no outside alcohol will be allowed at the golf course going forward, and tournament pricing for the alcohol will be cost plus 10%. Ms. Schramm made a motion, seconded by Mr. Perkins, to approve the sale of alcohol at the golf course. Motion carried. Jonathan Roberts provided year end numbers for the swimming pool. There were around 14,000 local visitors to the pool and she thanked Jonathan and Amy with the YMCA for their work in running the pools and hosting the swimming events. The next meeting will be on October 21st at 5:30.

Mr. Peterson reported that the Public Works Committee is between meetings. The next meeting will be on October 7th at 5:30 pm.

Special Committee and Board Liaison reports were given by Mr. Peterson for the Planning, Zoning, and Historic Preservation Commission, Mr. West for the Kellogg Lake Board, Mr. Perkins for the CW&EP Board, Mr. Wells for the Jasper County Commission, and Ms. Schramm for Vision Carthage.

Mayor Flanigan reported that there is an opening on the Planning, Zoning, and Historic Preservation Commission and that he is working on filling it. He reported on a meeting with the engineers on the second downtown sidewalk project. He recently attended the Fire Department grain bin rescue, a bridge committee meeting, the MML conference, the CEDC meeting, and met with 1st graders at Steadley elementary with Ms. Schramm. He also reported that the Eastern District Commissioner had recently resigned and that the Governor will appoint someone to fill the remainder of the term.

During Remarks from Council Members, Mr. Peterson told the council about the special Planning and Zoning meeting on September 24 and that the Walker Collaborative would be announcing the new design guidelines that they had come up with and encouraged everyone to attend if they could. Mr. West reported that one of the sessions he attended during MML was about event security and most of the things they covered, the City is already doing so he wanted to thank the public safety departments for their hard work. Mr. Perkins reported on a call he received about flags being at half-mast. Mr. Thorn received a complaint about the lack of sidewalks between River and Pearl Street heading to Fairview and that people are driving too fast in that area, he asked if that could be patrolled a little heavier for a while. Ms. Kang thanked Keith Wheat for his quick work on some complaints she had received. She thanked the departments involved in repairing a water main break in her neighborhood. She also announced that the Grand Marshalls for the Maple Leaf Parade are Jo and Jerry Ellis. Mr. Snow gave some background information about Mr. Bonine, the new Parks and Recreation Director, and asked that everyone help and support him in his new role. Ms. Schramm enjoyed going to Steadley and also enjoyed the MML Conference. Mr. Wells also attended the MML conference and one of the things he took away was that the City needs to have something that makes them unique to draw people in and that there are improvements that need to be made to other things to get a unique draw to the City.

Police Chief Bill Hawkins reported that they are applying for a grant for equipment, the personnel issues are not at critical levels, and they are working on getting officers hired. He also reported that the Citizen's Police Academy will start on October 20 and run for 8 weeks, it will be every Monday evening. He encouraged citizens and council to sign up.

Fire Chief Jason Martin reported that they have been doing a lot of training's recently, the trench rescue activity has been postponed due to all the rain, there is an upcoming First Due training that will help use the reporting software more efficiently and get more out of it. He reported that the wreck that happened last month on Fairview, there was a Joplin Captain that lives in the area and was able to extinguish the vehicle fire before the fire department got to the scene, he thanked him for his help. There will also be a Fire Chief meeting to go over radio communications.

Public Works Director Josiah Bayless reported thanked Jason and his guys for their quick response to the wreck on 96, his family is close with the family involved and is grateful that the individual will make a full recovery. He also reported that there are two street maintenance positions open. The Hazel widening has one more layer of asphalt to be put down and then it should be reopened after that. The East Chestnut box culvert is also getting to the final stages.

City Administrator Traci Cox congratulated Ms. Deal on her achievement and said she is happy that staff are continually training to be up to date.

The Committee on Claims filed a report in the amount of \$5,041,242.36 against the following funds: General Revenue \$ \$98,066.38, Public Health \$161,573.63, Lodging \$3,392.72, Parks/Stormwater \$4,505.50, Fire Protection \$1,684.84, Golf \$8,744.24,

Capital Improvements \$11,534.29, Myers Park \$11,098.50, Use Tax \$46,179.30, Public Facilities \$163,038.04, Library \$56,000.00, Payroll \$475,424.92, and Carthage Water and Electric \$4,000,000.00. Mr. Peterson made a motion, seconded by Mr. Wells, to accept the report and allow the claims. Motion carried.

Under Old Business, C.B. 25-44 -- An Ordinance to amend Section 200 -- General Employment Policies of the Personnel Policy Manual of the City of Carthage by adding Section 208 - Employment Records Policy was placed on second reading followed by a roll call vote of 9 yeas and 1 nays. Ayes: Derek Peterson, Kate Gilpin, Genaro Cifuentes, Ray West, David Thorn, Beth Kang, Alan Snow, Jana Schramm, and Ron Wells. Nays: Jack Perkins. The Council Bill was approved and numbered Ordinance 25-57.

C.B. 25-60 -- An Ordinance to amend the Personnel Policy Manual of the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Genaro Cifuentes, Ray West, Jack Perkins, David Thorn, Beth Kang, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 25-58.

C.B. 25-61 -- An Ordinance to authorize the Mayor to apply for federal financial assistance on behalf of the City of Carthage and to execute any contract(s) resulting from such application for any grants between the City of Carthage and the Missouri Highways and Transportation Commission providing for capital, operating, and/or marketing assistance, comprised of federal funds to be expended for Commission-approved transit projects was placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Genaro Cifuentes, Ray West, Jack Perkins, David Thorn, Beth Kang, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 25-59.

C.B. 25-62 -- An Ordinance authorizing the Mayor to enter into an agreement with Terra Foundation, to perform a Water Delineation Study on the South Economic Development Park land that consists of roughly 246 acres, for \$5,500.00, in the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Genaro Cifuentes, Ray West, Jack Perkins, David Thorn, Beth Kang, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 25-60.

C.B. 25-63 -- An Ordinance amending the Annual Operating and Capital budget of the City of Carthage for Fiscal Year 2024-2025 for the Fire Sales Tax Fund was placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Genaro Cifuentes, Ray West, Jack Perkins, David Thorn, Beth Kang, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 25-61.

C.B. 25-64 -- An Ordinance amending Chapter 17, Article VII, Section 17-257, of the Carthage City Code was placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Genaro Cifuentes, Ray West, Jack

Perkins, David Thorn, Beth Kang, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 25-62.

There was no New Business.

Under Resolutions, Mr. Snow made a motion, seconded by Mr. Peterson, to approve Resolution 2101 -- A Resolution providing for the formal acceptance of a donation of \$2,000.00 from Backyard Discovery to the Carthage Fire Department by the City Council of the City of Carthage, Missouri pursuant to City Policy. Resolution 2101 was adopted after a roll call vote of 10 yeas and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Genaro Cifuentes, Ray West, Jack Perkins, David Thorn, Beth Kang, Alan Snow, Jana Schramm, and Ron Wells.

During closing comments, Mayor Flanigan expressed his gratitude and awe for the current council and all the councils before them for getting work done for their city. Congratulations were extended by all to Ms. Deal on her certification. Ms. Schramm thanked the Crisis Center for speaking and Maple Leaf events start October 10. Mr. Peterson thanked Backyard Discovery for their donation. Mr. Cifuentes thanked the fire department and police department for their hard work and quick response during accidents. Mr. Perkins reported that he and his wife are big supporters of the crisis center. Mr. Thorn also appreciates the work the crisis center does. Ms. Kang thanked all the departments for all their work. Mr. Snow was grateful for the MML conference and the chance to talk to other council members from other cities. He also said the homecoming parade is tomorrow evening.

Mr. Snow made a motion, seconded by Ms. Schramm, to close the meeting according to section 610.021 (2), the agenda includes the possibility of a vote to close part of the meeting to discuss leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor, followed by a roll call vote of 10 yeas and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Genaro Cifuentes, Ray West, Jack Perkins, David Thorn, Beth Kang, Alan Snow, Jana Schramm, and Ron Wells. Motion carried at 8:07 p.m.

CLOSED SESSION

Mr. Snow made a motion, seconded by Mr. Peterson, to return to the regular session of the Council Meeting at 8:30 p.m. followed by a roll-call vote of 10 yeas and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Genaro Cifuentes, Ray West, Jack Perkins, David Thorn, Beth Kang, Alan Snow, Jana Schramm, and Ron Wells. Motion carried.

Ms. Schramm made a motion, seconded by Mr. Peterson, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 8:33 p.m.

**CLOSED SESSION
MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
September 23, 2025**

The Carthage City Council met in a closed session on the above date in the City Hall Conference Room at 6:30 p.m. with Mayor David B. Flanigan presiding.

Mr. Snow made a motion, seconded by Ms. Schramm to close the meeting according to section 610.021 (2), the agenda includes the possibility of a vote to close part of the meeting to discuss leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor, followed by a roll call vote of 10 yeas and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Genaro Cifuentes, Ray West, Jack Perkins, David Thorn, Beth Kang, Alan Snow, Jana Schramm, and Ron Wells. Motion carried at 8:07 p.m.

The following Council Members answered roll call Derek Peterson, Kate Gilpin, Genaro Cifuentes, Ray West, Jack Perkins, David Thorn, Beth Kang, Alan Snow, Jana Schramm, and Ron Wells.

City Administrator Traci Cox, City Clerk Miranda Deal, and Jeff Meredith were also present.

Ms. Cox and Mr. Meredith discussed a real estate matter.

Mr. Snow made a motion, seconded by Mr. Peterson, to adjourn the closed session Council Meeting at 8:30 p.m. followed by a roll-call vote of 10 ayes and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Genaro Cifuentes, Ray West, Jack Perkins, David Thorn, Beth Kang, Alan Snow, Jana Schramm, and Ron Wells. Motion carried and the Council returned to regular session.

Respectfully submitted,

Miranda Deal
City Clerk



City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

September 23, 2025 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

MEMBERS PRESENT: Derek Peterson, Kate Gilpin, Ron Wells, Beth Kang, Genaro Cifuentes

OTHER COUNCIL MEMBERS: Mayor David B. Flanigan

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

Chair Derek Peterson called the meeting to order at 05:30 PM.

2. Old Business

1. Approval of September 9, 2025 Minutes

ACTION: Motion to accept/approve item 2.1. by Ron Wells;
Motion passed with a 5:0

AYES: Derek Peterson, Kate Gilpin, Ron Wells, Beth Kang,
Genaro Cifuentes

2. Review & Approval of the Claims Report

ACTION: Motion to accept/approve item 2.2. by Beth Kang;
Motion passed with a 5:0

AYES: Derek Peterson, Kate Gilpin, Ron Wells, Beth Kang,
Genaro Cifuentes

3. Citizens Participation

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

4. New Business

1. Consider and discuss health insurance renewal rates

Ms. Cox reported that there will be a 0% increase in health insurance rates for the next calendar year. Mr. Wells asked questions about what the employees pay for themselves and for dependents. Employees are covered by the City, if they have dependents, they pay 25% of the total benefit package.

ACTION: Motion to approve the health insurance renewal rates and forward to council by Ron Wells;
Motion passed with a 5:0
AYES: Derek Peterson, Kate Gilpin, Ron Wells, Beth Kang, Genaro Cifuentes

2. Staff Reports

Ms. Cox reported that there was an additional bullet point added to the employee records policy stating that the policy does not supersede the Police Officers Bill of Rights. She also reported that the Golf Operations Supervisor, Tyler Markham, had turned in his notice, so council members will be seeing the advertisement for the job opening.

5. Adjournment

ACTION: Motion to adjourn at 5:36 PM by Kate Gilpin;
Motion passed with a 5:0
AYES: Derek Peterson, Kate Gilpin, Ron Wells, Beth Kang, Genaro Cifuentes

**--NOTICE OF MEETING--
PUBLIC WORKS COMMITTEE**

October 6, 2025

4:30 PM

CITY HALL

326 GRANT STREET

COUNCIL CHAMBERS

OLD BUSINESS

- **Consideration and approval of minutes from the previous meeting.**

CITIZENS PARTICIPATION

NEW BUSINESS

- **Consider contract with Cochran Engineering for Downtown Sidewalk Improvements Project and send it to City Council for an Ordinance.**
- **Discuss making a handicapped parking space at the corner of 4th & Lyon**

OTHER BUSINESS

STAFF REPORTS

- **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: 10/03/2025
BY: Rachel Sutherland**

PUBLIC WORKS COMMITTEE

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

"America's Maple Leaf City"



OCTOBER 6, 2025, PUBLIC WORKS COMMITTEE MEETING MINUTES

Committee Members present: Derek Peterson, David Thorn, Ron Wells

Staff Members present: Josiah Bayless, Director of Public Works, Traci Cox, City Administrator, and Rachel Sutherland, Public Works Administrative Assistant.

Chairman Derek Peterson called the Public Works Committee meeting to order at 4:30 p.m.

Ron Wells made a motion to accept the minutes of the September 2, 2025, Committee meeting. All ayes, motion passed.

Citizens Present: Julie Tilley

New Business:

1. Discussion of contract with Cochran Engineering for the Sidewalk Expansion project. This project will extend 2 blocks off the square North to Central and South, East and West for 1 block off the square. Ron Wells made a motion to approve the contract and send it to City Council for an Ordinance. All Ayes, motion passed.
2. Josiah discussed the need to create a handicapped parking space at the corner of Lyon and 4th St. Ron Wells made a motion to approve. All Ayes, motion passed.

Other Business: None

Staff Reports:

- Josiah reported that Dumpster Days last weekend went very smoothly. It was held at Fair Acres with 10 dumpsters available and 8 were filled up. 150 tires were dropped off at no charge for disposal.
- Vision Carthage has requested to have the Light Tunnel set up early this year. They would like to have it ready for Maple Leaf to allow people to take Fall Pictures.
- The Street Dept. had 3 Maintenance Tech 1 positions to fill. An interview was held today and a new person hired, leaving 2 open positions.
- The Grates have been put in place around the Square.
- Derek Peterson commented that he had been called by Maria Sanchez who was very pleased and thankful that the street signs had been replaced at Hannah and Baker.

Ron Wells made a motion to adjourn the meeting at 4:51 p.m. All Ayes, motion carried.



City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

October 13, 2025 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of September 8, 2025 Minutes
- 3. Citizens Participation**

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)
- 4. New Business**
 1. Consider and discuss printer lease agreement with Lakeland Office Systems
 2. Consider and discuss service agreement for printers with Lakeland Office Systems
 3. Staff Reports
- 5. Adjournment**

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



City of Carthage, Missouri
**COMMITTEE ON
INSURANCE/AUDIT AND CLAIMS**

October 14, 2025 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of September 23, 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. Staff Reports
- 5. Adjournment**

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



AGENDA

Planning, Zoning, and Historic Preservation Commission

Wednesday, September 24, 2025 5:30 pm

City Hall Chambers

326 Grant St. / Carthage MO 64836

Call to Order

Minutes of Previous Meeting

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

SPECIAL MEETING TO DISCUSS HISTORIC DISTRICT DESIGN GUIDELINES PROJECT

Staff Report

New Business

Old Business

Next Meeting: Monday, October 6, 2025

Adjourn

Commission Members

Voting Members:	Chairman	Joshua Anderson	1205 S Main	417-793-2196
	Vice Chairman / Secretary	Philip Brown	2533 Theo	417-793-8065
	Member	Robyn Peterson	1131 Grand Ave	417-439-5694
	Member	Torie Bounous	12522 Dogwood Road	417-310-0124
	Member	Rick Stuart	1118 Belle Aire	816-804-2933
	Member	Vacant	Vacant	Vacant
	Member	Matt Smith	1022 E Chestnut	417-437-2281

Non-Voting Members:	Mayor	Bren Flanigan	City Hall	417-237-7003
	City Administrator	Traci Cox	City Hall	417-237-7003
	Councilmember	Derek Peterson	1141 Sheila Ann Drive	417-674-0144

Staff:	Public Works Director	Josiah Bayless	Public Works Department	417-237-7010
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AGENDA

Planning, Zoning, and Historic Preservation Commission

Monday, October 6, 2025

5:30 pm

City Hall Chambers

326 Grant St. / Carthage MO 64836

Call to Order

Minutes of Previous Meeting Thursday, September 4, 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. Request for a Certificate of Appropriateness for the installation of exterior signage at property located at 319 S Main.

Staff Report

New Business

Old Business

1. Review and Discuss Draft of Design Guidelines

Next Meeting: Thursday, October 16, 2025

PZ WORK SESSION

Adjourn

Commission Members

Voting Members:	Chairman	Joshua Anderson	1205 S Main	417-793-2196
	Vice Chairman / Secretary	Philip Brown	2533 Theo	417-793-8065
	Member	Robyn Peterson	1131 Grand Ave	417-439-5694
	Member	Torie Bounous	12522 Dogwood Road	417-310-0124
	Member	Rick Stuart	1118 Belle Aire	816-804-2933
	Member	Vacant	Vacant	Vacant
	Member	Matt Smith	1022 E Chestnut	417-437-2281

Non-Voting Members:	Mayor	Bren Flanigan	City Hall	417-237-7003
	City Administrator	Traci Cox	City Hall	417-237-7003
	Councilmember	Derek Peterson	1141 Sheila Ann Drive	417-674-0144

Staff:	Public Works Director	Josiah Bayless	Public Works Department	417-237-7010
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City of Carthage, Missouri

TREE BOARD

October 7, 2025 - 4:30 PM
Parks & Recreation Office
521 Robert Ellis Young Drive
Carthage, MO 64836

AGENDA

1. Old Business

1. Consider and approve minutes from the previous meeting

2. Citizens Participation

(Citizens wishing to address the Board 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 the Parks & Recreation office at 417-237-7035.)

3. New Business

1. Consider and discuss the Grand Street tree project.
2. Consider and discuss Arbor Day 2026.

4. Staff Reports

5. Other Business

6. 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 PUBLIC LIBRARY BOARD OF TRUSTEES

Tuesday, October 14, 2025 5:15 p.m.

Steadley Family Legacy Center/Makerspace
612 S. Garrison Ave.

AGENDA

Roll Call of Members

Minutes from the Last Meeting

Financial Reports

Director's Progress and Service Report

President's Message

Council Liaison's Report

Committee Reports

Building Committee

Budget Committee

Community Relations

By-Laws

Library Gardens

ADA Compliance

Communications

Compensation/Wages

New Business

Payment of Bills

Adjournment

COUNCIL BILL NO. 25-65

ORDINANCE NO. _____

An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute a Contract between the City of Carthage, Missouri and SW Missouri Engineering, LLC for engineering and technical services for the Downtown Sidewalk Improvements project, 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 contract with SW Missouri Engineering, LLC for engineering and technical services for the Downtown Sidewalk Improvements project, attached hereto as Exhibit A and incorporated herein by reference is approved as a contractual obligation of the city of Carthage, Missouri.

SECTION II: The Mayor is hereby authorized and directed to execute said contract, in Exhibit A, on behalf of the City of Carthage, Missouri, and to affix the municipal seal hereto and to attest the same.

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.

David B. Flanigan, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Works Committee

CARTHAGE SIDEWALK CONTRACT FOR ENGINEERING AND TECHNICAL SERVICES

This Agreement entered into this _____ day of _____ 2025 by and between SW Missouri Engineering, LLC located at 2804 N. Biagio St, Ozark, MO 65721, herein after referred to as "Engineer" and the City of Carthage, Missouri, hereinafter referred to as "City" for furnishing engineering and technical services.

The services will be for the design and construction services of approximately 5,000 lineal feet of sidewalk improvements.

1. SCOPE OF SERVICES

In connection with the above, Engineer will perform the following services:

A. Topographic Survey

- i. Engineer will obtain the topographic surveys necessary for the preparation of contract plans for the proposed improvements. Such surveys will include, but not necessarily be limited to:
- ii. Acquire deeds, surveys and plats for the right of way and the adjoining properties.
- ii. Search for and locate monuments (iron rods, iron pipes, stones, etc) and evidence of possession.
- iv. Obtain ground elevations to generate contours at 1-foot intervals on the design area.
- v. Locate existing improvements inside of the design area.
- vi. Locate existing public utilities from observed evidence together with markings by "Missouri One Call" in the topo corridors.
- vii. Establish a benchmark on each site (NAVD 1988)
- viii. Prepare the base drawing in ACAD/Civil 3D format for incorporation into design plans.

B. Design, Construction Drawings, and Cost Estimate

- i. Engineer will prepare complete and detailed final contract plans for the proposed improvements as previously described. The plans will include, but not be limited to, the following:
- ii. Design concrete sidewalk improvements for approximately 5,000 lineal feet as shown in Exhibit "B."
- iii. Prepare 30%, 50%, and 90% plans for owner review and approval. Plans will be prepared in accordance with Owner requirements.
- iv. Participate and assist in neighborhood meetings and council meeting during project design.
- v. Prepare record drawings to reflect field changes when the project is completed.

DED provides this document for general informational purposes only. DED is not a law firm and does not provide legal advice. Local government units requiring legal advice should consult a licensed attorney.

Version 1.3
Revised December 2023

- vi. Engineer will assist the City in obtaining the approval of final agreements with the utility companies and other such public agencies as may be necessary.
- vii. Engineer will prepare a complete set of front-end documents and technical specifications for the construction package.
- viii. Engineer will provide quantities and a detailed estimate of cost for the work.
- iv. Engineer will prepare the notice to contractors for bidding purposes, notify Dodge Reports of the progress of the project, send written notices to a number of contractors qualified to bid on the work, and send written notices to various minority organizations and minority contractors.
- x. Engineer will Assist the City in advertising for bids, attend the bid opening, prepare bid tabulations, and assist in analyzing bids and making recommendations with respect to the selection of a qualified contractor for the construction of the work.

C. Construction Services

- i. Engineer will prepare and forward 2 signature sets of Contract Documents to the contractor selected by City.
- ii. Cochran will provide site visits to observe the contractor's progress and quality of work and to determine if the work conforms to the contract documents. The Engineer will accompany owner representatives on visits to the project site as requested.
- iii. Reject work not conforming to the project documents.
- iv. Prepare change orders for issuance by the Owner as necessary and assure that proper approvals are made prior to work being performed.
- v. Review shop drawings and submittals, wage rates, pay applications, and other related items called for in the contract documents.
- vi. Be present during critical construction operations.
- vii. Provide certified field and lab technicians to perform materials sampling and testing.
- viii. Provide lab testing of sampled materials.
- ix. All administrative Time, Project Management, Coordination and Drive Time associated with Services.
- x. Forty-Five (45) trips have been allocated for testing and inspection of the project mentioned above: items of scope are outlined below.
 - Concrete Testing – Air, Slump, Cylinders (5 Cylinder per test) – 30 trips.
 - Observation and General Inspection – (Excavation, Layout, Grade, Cut and Fill, Base, Restoration) – 15 trips
- xi. Engineer will be available for general consultation and interpretation of the plans and specifications during construction.
- xii. Engineer will visit the site a maximum of 4 times and observe the progress of construction at intervals during construction of the project. Such observation is not to be construed as supervision of construction, but is a review of the work for general conformance with contract plans.
- xiii. Engineer will review all shop and working drawings.
- xiv. Engineer will participate in the final inspection and provide Punchlist. (included in the visits mentioned in E-iv).

2. SERVICES NOT INCLUDED

- A. Geotechnical/Environmental/Fire Flow/Wetland Studies or Reports
- B. Recording and Permit Fees
- C. Utility Relocations
- D. Utility of Lighting Design
- E. Boundary Survey
- F. Full Time Construction Inspection
- G. Subdivision Platting
- H. ALTA/NSPS Land Title Surveys
- I. Construction Stakeout
- J. Surveyed As-Built Drawings
- K. Road Coring
- L. Any items not listed in the above scope of work.

3. TO BE PROVIDED BY THE CITY

- A. All available pertinent information that it may have in its possession or to which it may have access.
- B. A representative to whom Engineer will report and from whom Engineer shall receive instruction and authorization.
- C. Right of access to all properties as required during the execution of the work.
- D. All necessary resident engineering services.
- E. Services of an independent testing laboratory to perform all materials testing necessary for control of the project during the construction phase.
- F. Title work necessary for easement or property acquisition.

4. TO BE PROVIDED BY ENGINEER

- A. The services of all professional and technical personnel required for the performance of the services described under Scope of Work.
- B. Up to 2 copies of the construction plans and specifications for the project.

5. TIME OF PERFORMANCE

- A. The services of Engineer are to commence upon the signing of the contract, and the final contract plans and documents will be available, ready for advertising for bids, within 300 days after receipt of notice to proceed.
- B. Construction services shall be provided at such time as may be required.

6. COMPENSATION

- A. The City will compensate Engineer for the work specified above as follows:
 - i. For all work and services described in the Scope of Services, the lump sum fees shall be **Seventy-Three Thousand Six Hundred (\$73,600.00)** for design services and **Thirty-Seven Thousand Two Hundred (\$37,200.00)** for construction administration, inspection, and testing services.
 - ii. This cost shall constitute complete compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Work.

Ms. Miranda Deal City of Carthage
 Proposal – Carthage Downtown Sidewalk Rehab
 September 28, 2025

7. METHOD OF PAYMENT

Payment to Engineer for services under Scope of Work will be made monthly based on the percentage of work completed during the preceding month and will, in every case, be supported by a suitable invoice.

8. SPECIAL CONDITIONS

This contract is subject to and incorporates the provisions attached hereto as Exhibit A, the Regulations of the Department of Housing and Urban Development relative to Contracts for Community Development, Part II, General Terms and Conditions, and Cochran Standard Terms and Conditions.

9. ACCEPTANCE

If this contract meets with your approval, please indicate your acceptance by signing this proposal and returning one signed copy.

Submitted by:

Engineer Name: Timothy Schove

Attest: Morgan Page

Timothy Schove SW Regional Manager

Name and Title

Morgan Page

Name and Title

Administrative Assistant

City:

Attest:

 Name and Title

 Name and Title

EXHIBIT A

CONTRACT FOR ENGINEERING SERVICES TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Contract shall, at the option of the Owner, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

 Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the Owner from the Consultant is determined.
2. Termination for Convenience of the Owner. The Owner may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the Owner as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The Owner may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Owner and the Consultant, shall be incorporated in written amendments to this Contract.
4. Personnel.
 - a. The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.
 - b. All of the services required hereunder will be performed by the Consultant or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Owner. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. Assignability. The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the Owner thereto. Provided, however, that the claims for money by the Consultant from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Owner.

6. Reports and Information. The Consultant, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Owner to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Owner or any authorized representative, and will be retained for five years after the expiration of this Contract unless permission to destroy them is granted by the Owner.
8. Findings Confidential. All of the reports, information, data, etc. prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Owner.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.
10. Compliance with Local Laws. The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Consultant shall save the Owner harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees as follows:
 - a. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause.
 - b. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - d. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the Consultant's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.
 - g. The Consultant will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204, Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Owner, the Consultant may request the United States Government to enter into such litigation to protect the interests of the United States.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 13. Section 109(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
 14. Section 503 of the Rehabilitation Act of 1973, as amended, provides for the nondiscrimination in contractor employment. All recipients of Federal funds must certify to the following through all contracts issued.
 15. Affirmative Action for Handicapped Workers.
 - a. The consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The consultant agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
 - b. The consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

- c. In the event of the consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - d. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the consultant's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.
 - e. The consultant will notify each labor union or representative of workers, if applicable, with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
 - f. The consultant will include the provisions of this clause in every subcontract, if applicable, or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The consultant will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
16. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.
 17. Age Discrimination Act of 1975. No person in the United States, on the basis of age, shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
 18. Authorized Employees. Consultant acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Consultant therefore covenants that it is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.
 19. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.
 20. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.

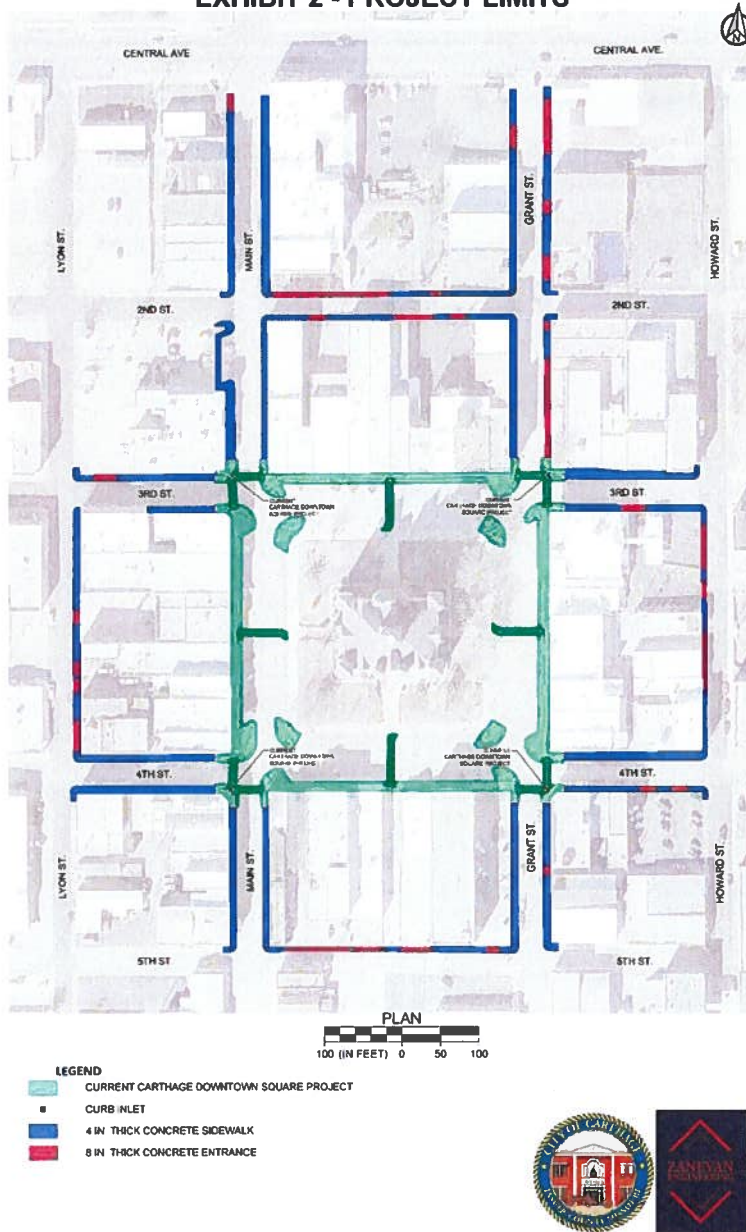
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21. Interest of Consultant and Employees. The Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.
22. Anti-Discrimination against Israel Act: Contractor acknowledges that Section 34.600, RSMo, prohibits any contractor with ten or more employees on a contract worth \$100,000 or more from engaging in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel.

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Exhibit B

EXHIBIT 2 - PROJECT LIMITS



COCHRAN STANDARD TERMS AND CONDITIONS

1. Unless expressly stated in the attached proposal letter ("Proposal"), the Proposal must be accepted in writing within thirty days or the Proposal is void and unenforceable.
2. The acceptance of the Proposal is conditioned upon these Terms and Conditions and the terms of the Proposal, which shall be the only terms and conditions applicable to any agreement between Cochran and Client. Requesting performance of the work by Cochran, sending a notice to proceed with the work, or an acknowledgment of the Proposal by the issuance of a purchase order by Client, notwithstanding any terms additional to or different from those contained herein, shall be deemed to be an acceptance of these Terms and Conditions by Client.
3. The Proposal and these Terms and Conditions constitute the entire agreement ("Contract") between Cochran and the Client for the services identified in the Proposal. All prior proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference. Any terms contained in any communication from Client which are inconsistent with the Contract shall not be binding upon Cochran.
4. Cochran may submit invoices on not less than a monthly basis. Cochran's invoices are due and payable within fifteen (15) days of the submission of each invoice. Interest will accrue at the rate of one and one-half percent (1.5%) per month on all unpaid invoices from the date payment was due. In the event that Client disputes an invoice, Client will pay the undisputed portion of the invoice and provide a written explanation to Cochran of the basis for Client's dispute. If Client fails to pay in full any of Cochran's invoices, Cochran may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. Client's failure to pay any of Cochran's invoices in full shall be considered a material breach of this Contract.
5. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for Cochran's fees for basic and additional services. Reimbursable expenses shall include, but are not limited to: Client-authorized out-of-town travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses.
6. This Contract is binding upon the heirs, successors and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.
7. Nothing in this Contract is intended to create any enforceable third party rights against Client or Cochran.
8. Cochran will perform all of its services consistent with that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Cochran's profession working in the same locale.
9. If, and to the extent that Cochran's scope of work includes construction phase services, any such services shall be provided in accordance with and governed by the applicable terms of AIA Document A201 General Conditions of the Contract for Construction, 2007 Edition ("General Conditions") If there is a conflict between the General Conditions and this Contract, this Contract will control.
10. When making any interpretation or decision as required by the General Conditions, Cochran will not show partiality to any party, and shall not be liable for interpretations or decisions rendered in good faith.
11. Cochran has no responsibility or obligation to supervise or direct the work activities of the Client's employees and representatives, or any construction contractors, sub-contractors or any of their employees, or other persons not employed by Cochran.
12. Cochran will abide by any job-site safety programs identified in writing by the Client but will not be responsible for job-site safety of any persons not directly employed by Cochran.
13. Cochran has no responsibility or obligation with respect to the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees.
14. Cochran is not responsible for the failure of any contractor to perform work properly and in accordance with any applicable documents, plans, specifications, codes or standards.
15. Cochran is not responsible for the identification of unsafe conditions, nor for the identification, handling, or removal of hazardous and/or toxic substances found on or brought to the site. Prior to the start of work, the Client shall disclose and identify in writing to Cochran, to the best of Client's knowledge, all hazardous and/or toxic substances located on the site. Client agrees to defend, indemnify and hold Cochran harmless from and against all claims, demands and liabilities of any kind or nature resulting from any hazardous and/or toxic substances that are found on the site and which were not identified by Client – even if not known by Client.
16. Cochran will have no obligation to commence its work until receipt of a written notice-to-proceed from Client and all other information required to be provided by Client. Cochran shall complete its work within any time limits identified in the Proposal. Cochran shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond Cochran's reasonable control. In no event will Client be entitled to any costs, losses, expenses or damages (including, but not limited to, claims or damages attributable to home office overhead costs, loss of profits, loss of business opportunities and/or additional financing costs) as a result of any delay caused or attributable to Cochran.

17. Cochran and Client waive any and all claims against each other for consequential, indirect, incidental and special damages arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work; including, but not limited to, lost profits, loss of business, financing costs, extended home office overhead and similar types of damages.
18. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.
19. If the Contract is terminated for any reason not attributable to Cochran, Client will pay for the work performed by Cochran up to the date of termination plus all of Cochran's costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.).
20. In the event that there are any changes in applicable laws, codes or regulations after the Contract is executed that result in the need for Cochran to perform additional services and/or incur additional costs, Client shall pay Cochran for said services and costs at the rates set forth in the Proposal.
21. All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall remain the property of Cochran, and Cochran shall retain all rights to the same, including copyrights, and they may be used by the Client only for the project identified in the Proposal. In the event of the termination of this Contract, the Client shall return the Instruments of Service to Cochran, and the Instruments of Service may not be used by the Client or a third party to complete the project without the written consent of Cochran.
22. Client and Cochran waive all rights against each other, any contractors and other professionals, and any of their respective consultants, contractors, suppliers, subcontractors, agents and employees, for damages caused by perils to the extent covered by insurance, except such rights as they may have to the insurance proceeds.
23. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri.
24. Any claims, disputes, or other matters in question arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, at Cochran's sole election and discretion, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA. A demand for arbitration must be made within a reasonable time, and before the expiration of the applicable statute of limitations. Unless it consents in writing, Cochran may not be joined in any other arbitration involving the same project. The arbitration shall be held where the project is located.
25. In the event of any dispute, claim, arbitration or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and court costs at the trial and all appellate levels; including costs and fees related to collection efforts. Determination of which party prevailed shall be made by the judge or arbitrator(s). The determination shall be made by reviewing the claims resolved at trial or arbitration (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages or obtaining relief and comparing that result to the relief and/or damages requested by that party at the trial or arbitration. If that party received less than 50% of the relief and/or damages it sought, then the other party prevailed. If that party receives more than 50% of the relief and/or damages it sought, then it prevailed. The judge or arbitrator(s) may consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge or arbitrator(s) may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as they deem appropriate. In making the determination of which party prevailed, the judge or arbitrator(s) shall take into consideration any settlement offers or demands made prior to trial or arbitration.
26. **THE TOTAL LIABILITY OF COCHRAN AND ANY OF COCHRAN'S CONSULTANTS FOR ANY ACTIONS, DAMAGES, CLAIMS, DEMANDS, JUDGMENTS, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT OR ARBITRATION COSTS AND FEES) ARISING OUT OF OR RESULTING FROM COCHRAN'S OR ITS CONSULTANTS' NEGLIGENT ACTS, ERRORS, OMISSIONS OR BREACHES OF CONTRACT IS LIMITED TO THE LESSER OF THE CONTRACT PRICE OR THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY COCHRAN AND AVAILABLE TO PAY SAID CLAIM. THIS LIMITATION OF LIABILITY IS APPLICABLE TO ALL CLAIMS THAT MAY BE ASSERTED AGAINST COCHRAN OR ITS CONSULTANTS ARISING OUT OF OR RELATING TO THE PROJECT OR THIS CONTRACT, WHETHER THE CLAIMS ARISE IN CONTRACT, TORT, STATUTE, OR OTHERWISE.**

Updated 01/2016

Initials_____

STATE OF MISSOURI)
) ss
 COUNTY OF Franklin

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,

- a. with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- b. with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared

Christopher N. Boone, who, being duly sworn, states on his oath or affirmation as follows:

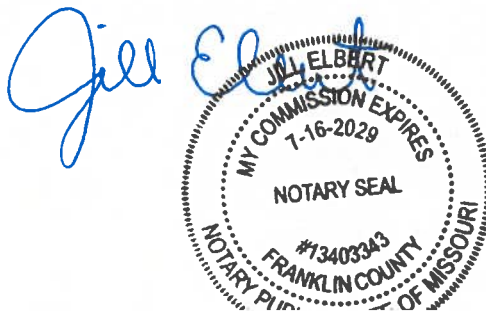
1. My name is Christopher N. Boone and I am currently the President of SW Missouri Engineering, LLC dba Cochran (hereinafter "Contractor"), whose business address is 2804 N. Biagio Street, Ozark, MO 65721 and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and City of Carthage
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant sayeth not.

Ch N Boone
 Affiant

Subscribed and sworn to before me this 22nd day of September 2025

Commission #



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**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the SW Missouri Engineering, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 1218082

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1218082

Approved by:

Employer SW Missouri Engineering, LLC	
Name (Please Type or Print) Jill Elbert	Title
Signature Electronically Signed	Date 08/01/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/01/2017

Company ID Number: 1218082

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	SW Missouri Engineering, LLC
Company Facility Address	2804 N. Biagio Street Ozark, MO 65721
Company Alternate Address	530A East Independence Drive Union, MO 63084
County or Parish	CHRISTIAN
Employer Identification Number	822087027
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 1218082

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI	1 site(s)
----------	-----------

Company ID Number: 1218082

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Jill Elbert
Phone Number (417) 595 - 4108
Fax Number (417) 595 - 4109
Email Address jill@cochraneng.com

Company ID Number: 1218082

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**Downtown Sidewalk Improvements
Carthage, MO
Project No. SW25 ____
09-29-25**

<u>Phase</u>	<u>Start Date</u>	<u>Completion Date</u>	<u>Duration (Days)</u>	<u>Comments</u>
Contract Signed	11/06/25	11/06/25		May require more time for CDBG review and approval
Topographic Survey	11/06/25	11/20/25	14	Work with city on void locations
Preliminary Plans	11/20/25	02/15/26	87	Update exhibit and cost estimate for revised work area
Neighborhood Meeting	02/19/26	02/19/26		Get input from residents
60% Plans	02/19/26	03/19/26	28	May require more time for City Review
Council Meeting	03/10/26	03/10/26		Presentation to City Council
90% Plans	03/19/26	05/10/26	52	
Out To Bid	05/14/26	06/16/26	33	
Council/CDBG Approval	06/23/26	07/14/26	21	May require more time for CDBG review and approval
Notice to Proceed	07/27/26	07/27/26		
Construction	07/27/26	10/01/26	66	No Construction Allowed Month of October
Construction	11/01/26	01/31/27	91	

[Civil Engineering](#) | [Land Surveying](#) | [Architecture](#) | [Geotechnical Engineering](#) | [Inspection & Materials Testing](#)

COUNCIL BILL NO. 25-66

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into an Agreement with Lakeland Office Systems for a 5-year lease for printers throughout City departments, 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 an Agreement with Lakeland Office Systems for a 5-year lease for printers throughout City departments, 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.

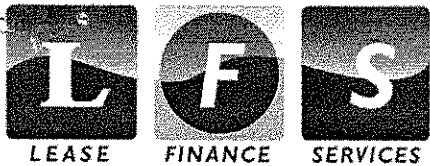
PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

David B. Flanigan, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Budget Ways and Means Committee



PREFERRED LEASING PARTNER OF
Lakeland OFFICE SYSTEMS INC.

LFS LEASE AGREEMENT

REMITTANCE ADDRESS: 10550 HWY 69 SOUTH • MIAMI, OK 74354

toll free: (800) 798-8606 • fax: (918) 540-2480

AGREEMENT DATE

CUSTOMER NAME (COMPANY LEGAL NAME)

PHONE

City of Carthage, Missouri

(417) 237-7000

BILLING ADDRESS

CITY

COUNTY

STATE

ZIP

326 Grant Street

Carthage

Jasper

MO

64836

EQUIPMENT ADDRESS(ES)

CITY

COUNTY

STATE

ZIP

326 Grant Street

Carthage

Jasper

MO

64836

QUANTITY	SERIAL NUMBER				MAKE/MODEL DESCRIPTION	NO. OF PMTS	PAYMENT AMOUNT (PLUS APPLICABLE TAXES)	
5	See Attached Schedule A for specific serial numbers and Dept locations				Lexmark XM3350 Monochrome MFP	60	\$964.89	
5					SHARP BP-70C31 Full Color MFP			
2					SHARP BP-70M31 Monochrome MFP			
FIRST & LAST PMT		SECURITY DEPOSIT		TOTAL DUE AT SIGNING	TERM	END OF TERM PURCHASE OPTION		PMT FREQUENCY
\$0	+	\$0	+	=	\$0	60 months	FMV	Monthly
						(IN MONTHS)	FMV, \$1.00, 10% or Other	Monthly, Quarterly, Semi- annual or Other

THIS AGREEMENT IS EFFECTIVE ONLY UPON SIGNING BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

ACCEPTED BY LFS, LLC

AUTHORIZED CUSTOMER SIGNATURE

By:

By: ☒

Title: Managing Member Date:

Printed Name:

Title:

Date:

TERMS AND CONDITIONS

1. AGREEMENT: Customer leases from Lakeland Financial Services, LLC (or "LFS" or "LFS, LLC") all the equipment described above (the "Equipment"). Customer agrees to pay to LFS the payments specified under "Number and Amount of Payments" above and (b) such other amounts permitted hereunder as invoiced by LFS ("Payments"). A late payment fee of the greater of 10% of the late amount or \$10 will be due if a Payment is late. The term of this Agreement shall commence on the date the Equipment is accepted by Customer. Customer's execution of the Acceptance Certificate, or Customer's provision to LFS of other written confirmation of its acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer. If Customer has not, within ten (10) days after delivery of the Equipment, delivered to LFS written notice of non-acceptance of any of the Equipment, specifying the reasons therefore and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted the Equipment. After acceptance of the Equipment, Customer shall have no right to cancel this Agreement, revoke acceptance or return the Equipment to LFS prior to the end of the scheduled term of this Agreement for any reason whatsoever. This lease is a net lease. Payments shall be made without set-off or deduction, even if the Equipment malfunctions. Customer authorizes LFS to adjust the payment and purchase option amounts stated above by up to 15% if the actual cost of the Equipment exceeds the supplier's estimate on which such amounts were based. Customer agrees to pay any applicable taxes, expenses, charges and fees imposed upon LFS or Customer with respect to the Equipment, the Payments or the Customer's performance or non-performance hereunder and shall reimburse LFS for the same plus processing fees (collectively, "Costs"). LFS may, but need not, apply "Security Deposits" or "Advance Payments" (neither of which shall earn interest unless required by law) to any amount in default and Customer shall promptly restore such amounts applied. Security Deposits and Advance Payments shall not be refunded to Customer until all obligations hereunder are discharged in full.

2. NAME; OFFICES: Customer's legal name (as set forth in its constituent documents) is as set forth on the signature page hereof. Customer will notify LFS of any legal name change, and or location change of its chief executive office or corporate structure (including its jurisdiction of organization) within 30 days' thereof. Upon request, Customer will deliver copies of state-certified constituent documents to LFS.

3. WARRANTIES: CUSTOMER ACKNOWLEDGES THAT LFS IS NOT A MANUFACTURER OF THE EQUIPMENT AND AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. ANY REPRESENTATION OR WARRANTY OF ANY KIND MADE BY LFS, EXPRESS OR IMPLIED WITH RESPECT TO THE EQUIPMENT, INCLUDING SPECIFICALLY ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS SEPARATE FROM AND NOT PART OF THIS AGREEMENT. LFS shall not be liable for consequential, special, indirect or punitive damages. Any warranty with respect to the Equipment made by the dealer, supplier or manufacturer is separate from and is not a part of this Agreement and LFS assigns such warranties, if any, to Customer. Customer warrants that the Equipment will not be used for personal, family or household purposes

TERMS AND CONDITIONS *continued*

4. MAINTENANCE; ALTERATIONS; LOSS: Customer will keep and maintain the Equipment in good working order and shall at Customer's expense, supply and install replacement parts and accessories when required to maintain the equipment. Any such changes or substitutions shall be the property of LFS and shall be deemed Equipment. Effective upon delivery to Customer, Customer shall bear the entire risk of any loss, theft of, or damage to the Equipment. No such loss, theft, or damage shall relieve Customer of any obligation under this Agreement.

5. DEFAULT: If Customer fails to pay LFS, LFS will have the right to exercise any one or all of the following remedies in any order: (a) sue Customer for all past due Payments, ALL PAYMENTS TO BECOME DUE IN THE UNEXPIRED TERM, the Purchase Option amount set forth above and any other Costs (collectively the "Remaining Lease Balance"), (b) repossess the Equipment; and (c) re-sell the Equipment and recover any deficiency. LFS (i) may sell the Equipment after preparing it or not, (ii) may disclaim warranties of title and the like, and (iii) may comply with applicable law, and these actions shall be deemed commercially reasonable. In the event the Equipment is not available for sale, the Customer shall be liable for the Remaining Lease Balance. Customer will also pay for LFS's reasonable court costs and attorney fees.

6. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT. NOR SHALL CUSTOMER SUBLET OR LEND ANY ITEM OF EQUIPMENT. LFS may pledge or assign this Agreement. Customer agrees that the rights of the new owner will not be subject to any claims, defenses, or setoffs that Customer may have against LFS.

7. PURCHASE OPTION: (A) END OF TERM PURCHASE OPTION. If Customer wishes to purchase the Equipment, Customer shall give LFS 60 days prior irrevocable written notice that it will purchase all the Equipment at the purchase option price indicated herein plus any Costs. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon 60 days irrevocable written notice purchase all the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value plus Costs. "Fair Market Value" shall be LFS's retail price when Customer purchases the Equipment. Equipment purchases shall not be permitted if a default is continuing. Equipment purchases shall be "AS-IS WHERE-IS" without warranty, except for title.

8. RENEWAL; RETURN: This Agreement automatically renews under the same terms and conditions on a month to month basis if Customer fails to give LFS 60 days prior written notice of its intent to purchase or return the Equipment before the end of any term. Unless this Agreement automatically renews or Customer purchases the Equipment, Customer shall return the Equipment on the day the Agreement terminates in good operating condition excluding normal wear and tear at Customers sole cost and expense to a location specified by LFS.

9. MISCELLANEOUS: THIS AGREEMENT SHALL BE GOVERNED BY OKLAHOMA LAW. ANY ACTION BETWEEN CUSTOMER AND LFS SHALL BE BROUGHT IN A COURT LOCATED IN THE COUNTY OF OTTAWA, OKLAHOMA, PROVIDED THAT LFS AT ITS SOLE OPTION MAY BRING ANY SUCH ACTION IN A COURT WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER AND LFS EACH IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS. LFS may accept a facsimile or other electronic transmission of this Agreement and acceptance certificate as an original. Customer agrees to reimburse LFS for and to defend LFS against any claim for losses or injury caused by the Equipment both before and after termination of this Agreement.

10. UCC: Customer authorizes LFS to file any form of financing or continuation statements and amendments thereto. CUSTOMER AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND THAT LFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT OF NOTICE THEREOF. If this Agreement is determined not to be a true lease, Customer grants LFS a security interest in the Equipment.

ACCEPTANCE CERTIFICATE

To: LFS, LLC

The Customer certifies that (a) the Equipment referred to in the above Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by the Customer and is in good operating order and condition and is, in all respects, satisfactory to the Customer, and (d) the Equipment is irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

SIGNATURE: ☒ _____
TITLE (if any): _____

PRINTED NAME: _____
DATE: _____

Schedule A
City of Carthage, Missouri
dated _____, 2025

<u>Model</u>	<u>Equip ID#</u>	<u>Serial #</u>	<u>Dept/Location</u>
Lexmark XM3350			City Hall
Lexmark XM3350			Police Dept
Lexmark XM3350			Police Dept
Lexmark XM3350			Fire 1
Lexmark XM3350			Fire 2
SHARP BP-70C31			City Hall
SHARP BP-70C31			Police Dept
SHARP BP-70C31			Public Works
SHARP BP-70C31			Parks
SHARP BP-70C31			Golf Course
SHARP BP-70M31			City Hall
SHARP BP-70M31			Police Dept

COUNCIL BILL NO. 25-67

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into an Agreement with Lakeland Office Systems for printer service and maintenance, 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 an Agreement with Lakeland Office Systems for printer service and maintenance, 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.

David B. Flanigan, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Budget Ways and Means Committee



MAINTENANCE - SERVICE AGREEMENT

DATE: _____, 2025

SERVICE COMMENCEMENT DATE: _____, 2025

PLEASE NOTE: THE TERMS AND CONDITIONS ON PAGE TWO ARE PART OF THIS AGREEMENT

The customer acknowledges that they have read this agreement, understand it, and agrees to be bound by its terms and conditions. Further, the Customer agrees that it is the complete and exclusive statement of the Agreement between the parties which supersedes all proposals or prior Agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

Customer hereby orders Lakeland Office Systems, Inc. and Lakeland Office Systems, Inc. agrees to provide such service on the equipment listed on the face of this Agreement.

CUSTOMER NAME: City of Carthage, Missouri		CUST#:	EQUIP#: see schd A
ADDRESS: 326 Grant Street		CITY, STATE: Carthage, MO	ZIP: 64836
PHONE: (918) 527-4700	FAX:	EMAIL: m.keith@carthagemo.gov	
MODEL/SERIAL #: See Schedule A			

ACCESSORIES INCLUDED:

BEGINNING METER READINGSTERM OF AGREEMENT (MONTHS): **12**

B/W:

MAINTENANCE CHARGE OF: **CPC**

Color:

☒ Per Month ☐ Per Quarter ☐ Per Year**CPC B&W copies (pages)**OVERAGE BILLED AT: **Lexmark .0125** For B&W copies (pages)

INCLUDES:

Sharp .007☒ Per Month ☐ Per Quarter ☐ Per Year☒ Per Month ☐ Per Quarter ☐ Per Year**CPC Color copies (pages)**BILLED AT: **Sharp .05** For COLOR copies

INCLUDES:

(pages)

☐ Per Month ☐ Per Quarter ☐ Per Year☒ Per Month ☐ Per Quarter ☐ Per Year**AGREEMENT COVERAGES - COPIERS**☒**FULL COVERAGE (INCLUDES TONER)**

Includes all parts, labor, trip charges, drum, toner, developer and stated base copies/prints. **Excludes paper, staples, and additional charges for copies/prints in excess of stated base copies/prints allowed.**

☐**SERVICE COVERAGE (EXCLUDES TONER)**

Includes all parts, labor, trip charges, drum, and stated base copies/prints. **Excludes all toner, developer, starter cleaning webs, paper, staples, and additional charges for copies/prints in excess of stated base copies/prints allowed.**

X

/ /2025

CUSTOMER SIGNATURE/TITLE

DATE

LOS APPROVED FOR SERVICE

RETURN TO: Lakeland Office Systems, Inc. • P.O. Box 1029 • Miami, OK 74355-1029

ACCEPTANCE

Acceptance of this agreement by Lakeland Office Systems, Inc., herein after referred to as LOS, is contingent upon the absence of any mathematical error and upon consistency with LOS's then current prices. Unless the Customer is advised to the contrary within 15 days from the signing of this Agreement, this Agreement is accepted by LOS as written, and is in full force and effect on the date signed by LOS. It is understood that the equipment covered by this Agreement is in good condition at time of acceptance of Agreement. This Agreement shall not be deemed in force and operable until accepted and approved by a LOS Corporate officer. By providing mailing address, email address, telephone number and fax number I consent to receive communications sent by or on behalf of LOS by way of the U.S. mail, email, telephone, or fax. I understand that in accordance with this privacy statement, LOS will not share any of the below information with any outside organizations. I understand that I may revoke this consent by contacting LOS in writing and allowing them 30 days to change my status.

TERM

This Agreement will remain in force from service commencement date until expiration of agreed term listed on front of document, and will automatically renew without thirty day prior written notice. The Customer cannot terminate this Agreement or withdraw any machine from this Agreement without written consent from LOS and may forfeit all or some of contract price. LOS reserves the right to increase contract charges on an annual basis.

SERVICE AVAILABILITY

LOS will provide service availability during LOS's normal business hours while the machine is located at the address on the face of this Agreement. This service to keep the machine(s) in good working order includes maintenance based upon the specific needs of the individual machine as determined by LOS, and unscheduled, on call remedial maintenance. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by LOS. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of LOS. Service provided under this Agreement does not assure uninterrupted operation of the machine(s).

CHARGES

The customer agrees to pay the Maintenance Charge as shown on the face of this Agreement in accordance with the current practice then in effect, from the Service Commencement Date up to, but not including the first day of the Renewal Month.

If the Customer requests service to be performed at a time outside LOS's normal business hours, there will be no additional charge for maintenance parts; however, the service, if available, will be furnished at LOS's applicable hourly rates and term then in effect.

Changes in machine specifications may result in an adjustment of the Service Charge. Such adjustment will become effective upon the installation of the specification change.

Customer agrees to;

- Provide LOS with meter readings as needed and to accept estimated meter readings based on service history for billing purposes.
- Pay additional .0025 cents per scan.
- Expenses incurred for supplies consumed in the course of service performed, damaged or misused by the customer or LOS technical personnel are non-recoverable and replenishment of such supplies is the sole responsibility of the customer.

TAXES

In addition to the charges due under this Agreement, the Customer agrees to pay amount equal to and taxes resulting from this Agreement, or any activities hereunder, exclusive of taxes based upon net income.

INVOICING

The Service Charge and Zone Charge, if any, will be invoiced in advance. Payment shall be due within 10 days after the date of the invoice. All other charges due hereunder are payable as specified in the invoice. The Service Charge and Zone Charge, if any, for a partial month's service will be prorated on the basis of a 30 day month.

EXCLUSIONS

Service provided by LOS under this Agreement does not include:

- repair of damage or increase in service time caused by failure to continually provide a suitable installation environment with all facilities prescribed by LOS including, but not limited to, the failure of adequate electrical power, air conditioning or humidity control.
- repair of damage or increase in service time caused by the use of the machines for other than ordinary use for which designed.
- repair of damage or increase in service time caused by the use of supplies that do not meet OEM specifications.
- repair of damage or increase of service time caused by; accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and

lightning; transportation; neglect or misuse; alterations, which shall include, but not be limited to, any deviation from said machines original physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnection to said machine or no LOS equipment and devices, not supplied by LOS.

- furnishing supplies (as designated by LOS) or accessories, painting or refinishing the machine(s) or furnishing material therefore inspecting altered machine(s), making specification changes or performing services connected with relocation of machine(s), or adding or removing accessories, attachments or other devices.
- electrical work external to the machines or maintenance of accessories, alterations, attachments or other devices not furnished by LOS, and such service which is impractical for LOS to render because of alterations in, or attachments to the machines.
- circuit board failures, print boards, fax boards, & scanner boards, unless an LOS approved surge protection device is installed in line with the listed equipment.
- replacement or repair of any external network devices; to include, but not to be limited to; software, OS software, drivers, updates, cabling or hardware outside of the equipment under contract that was NOT a part of the original installation of the covered device. Service if available will be furnished at LOS's applicable Networking Services hourly rates and terms then in effect.
- network changes or modifications made on clients' network system, by the client, that alter or inhibit the operation of the serviced equipment. Service to restore full functionality to the serviced equipments network applications, if available, will be furnished at LOS's applicable Networking Services hourly rates and terms then in effect.

ACCESS TO MACHINES

LOS shall have full and free access to the machine(s) to provide service thereon.

If person other than LOS representatives shall perform maintenance or repair of a machine, and as a result further repair by LOS is required, such further repairs will be made at LOS's applicable time and material rates and terms then in effect. If such additional repair is required, LOS may withdraw the machine from this Agreement upon 30 days prior written notice to the Customer following any repetition of the need for additional repair of such machine caused by non LOS service activity.

DISCLAIMER AND LIMITATION OF LIABILITY

In no event will LOS be liable for lost profits, or other consequential damages, even if LOS has been advised of the possibility of such damages or for any claim against the customer by any other party.

GENERAL

Subject to the terms of the following paragraph, LOS may modify the terms and conditions of this Agreement effective on the Renewal Month by providing the Customer with one month's prior written notice.

Any such modification will apply unless the Customer exercises the option to terminate this Agreement or withdraw the machine(s) affected by such modifications. Otherwise, this Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and LOS and variance from the terms and conditions of this Agreement in any customer order or other written modification will be of no effect.

LOS's services provided outside the scope of this Agreement will be furnished at LOS's -applicable time and material rates and terms, then in effect.

LOS is not responsible for failure to render service due to causes beyond its control.

Either party may withdraw any machine or all machines from this agreement for failure of the other to comply with any of its terms and conditions, including withdrawal of any individual machine by LOS when the customer is in default for payment of service not covered under this Agreement, when such service was provided by LOS for that machine.

No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, or, in the case of nonpayment, more than two years from the date of the last payment.

This Agreement will be governed by the laws of the states in which we operate.

Service is our business!!! This contract is a commitment to your business from our business. Have questions? Call us at (800) 798-8606 or e-mail us at dispatch@lakelandoffice.com

Schedule A
City of Carthage, Missouri
dated _____, 2025

<u>Model</u>	<u>Equip ID#</u>	<u>Serial #</u>	<u>Dept/Location</u>
Lexmark XM3350			City Hall
SHARP BP-70C31			City Hall
SHARP BP-70C31			Police Dept
SHARP BP-70C31			Public Works
SHARP BP-70C31			Parks
SHARP BP-70C31			Golf Course
SHARP BP-70M31			City Hall
SHARP BP-70M31			Police Dept

MAINTENANCE - SERVICE AGREEMENT

DATE: _____, 2025	SERVICE COMMENCEMENT DATE: _____, 2025
-------------------	--

PLEASE NOTE: THE TERMS AND CONDITIONS ON PAGE TWO ARE PART OF THIS AGREEMENT

The customer acknowledges that they have read this agreement, understand it, and agrees to be bound by its terms and conditions. Further, the Customer agrees that it is the complete and exclusive statement of the Agreement between the parties which supersedes all proposals or prior Agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

Customer hereby orders Lakeland Office Systems, Inc. and Lakeland Office Systems, Inc. agrees to provide such service on the equipment listed on the face of this Agreement.

CUSTOMER NAME: City of Carthage, Missouri (PD & FIRE)		CUST#:	EQUIP#: see schd A
ADDRESS: 326 Grant Street		CITY, STATE: Carthage, MO	ZIP: 64836
PHONE: (918) 527-4700	FAX:	EMAIL: m.keith@carthagemo.gov	
MODEL/SERIAL #: Lexmark XM3350 x 4 (Fire 1 & 2 / PD Jail & RR)			

ACCESSORIES INCLUDED:

		BEGINNING METER READINGS		
TERM OF AGREEMENT (MONTHS): 12	B/W:			
MAINTENANCE CHARGE OF: \$80.00	Color:			
☒ Per Month ☐ Per Quarter ☐ Per Year				
INCLUDES: 1,600 Each B&W copies (pages)	OVERAGE BILLED AT: 0.0125	For B&W copies (pages)		
☒ Per Month ☐ Per Quarter ☐ Per Year	☒ Per Month ☐ Per Quarter ☐ Per Year			
INCLUDES: N/A Color copies (pages)	BILLED AT: N/A	For COLOR copies (pages)		
☐ Per Month ☐ Per Quarter ☐ Per Year	☒ Per Month ☐ Per Quarter ☐ Per Year			

AGREEMENT COVERAGES - COPIERS

☒	<u>FULL COVERAGE (INCLUDES TONER)</u>	Includes all parts, labor, trip charges, drum, toner, developer and stated base copies/prints. Excludes paper, staples, and additional charges for copies/prints in excess of stated base copies/prints allowed.
☐	<u>SERVICE COVERAGE (EXCLUDES TONER)</u>	Includes all parts, labor, trip charges, drum, and stated base copies/prints. Excludes all toner, developer, starter cleaning webs, paper, staples, and additional charges for copies/prints in excess of stated base copies/prints allowed.

X _____ / _____ / 2025	DATE	LOS APPROVED FOR SERVICE
CUSTOMER SIGNATURE/TITLE		

RETURN TO: Lakeland Office Systems, Inc. • P.O. Box 1029 • Miami, OK 74355-1029

ACCEPTANCE

Acceptance of this agreement by Lakeland Office Systems, Inc., herein after referred to as LOS, is contingent upon the absence of any mathematical error and upon consistency with LOS's then current prices. Unless the Customer is advised to the contrary within 15 days from the signing of this Agreement, this Agreement is accepted by LOS as written, and is in full force and effect on the date signed by LOS. It is understood that the equipment covered by this Agreement is in good condition at time of acceptance of Agreement. This Agreement shall not be deemed in force and operable until accepted and approved by a LOS Corporate officer. By providing mailing address, email address, telephone number and fax number I consent to receive communications sent by or on behalf of LOS by way of the U.S. mail, email, telephone, or fax. I understand that in accordance with this privacy statement, LOS will not share any of the below information with any outside organizations. I understand that I may revoke this consent by contacting LOS in writing and allowing them 30 days to change my status.

TERM

This Agreement will remain in force from service commencement date until expiration of agreed term listed on front of document, and will automatically renew without thirty day prior written notice. The Customer cannot terminate this Agreement or withdraw any machine from this Agreement without written consent from LOS and may forfeit all or some of contract price. LOS reserves the right to increase contract charges on an annual basis.

SERVICE AVAILABILITY

LOS will provide service availability during LOS's normal business hours while the machine is located at the address on the face of this Agreement. This service to keep the machine(s) in good working order includes maintenance based upon the specific needs of the individual machine as determined by LOS, and unscheduled, on call remedial maintenance. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by LOS. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of LOS. Service provided under this Agreement does not assure uninterrupted operation of the machine(s).

CHARGES

The customer agrees to pay the Maintenance Charge as shown on the face of this Agreement in accordance with the current practice then in effect, from the Service Commencement Date up to, but not including the first day of the Renewal Month.

If the Customer requests service to be performed at a time outside LOS's normal business hours, there will be no additional charge for maintenance parts; however, the service, if available, will be furnished at LOS's applicable hourly rates and term then in effect.

Changes in machine specifications may result in an adjustment of the Service Charge. Such adjustment will become effective upon the installation of the specification change.

Customer agrees to:

- Provide LOS with meter readings as needed and to accept estimated meter readings based on service history for billing purposes.
- Pay additional .0025 cents per scan.
- Expenses incurred for supplies consumed in the course of service performed, damaged or misused by the customer or LOS technical personnel are non-recoverable and replenishment of such supplies is the sole responsibility of the customer.

TAXES

In addition to the charges due under this Agreement, the Customer agrees to pay amount equal to and taxes resulting from this Agreement, or any activities hereunder, exclusive of taxes based upon net income.

INVOICING

The Service Charge and Zone Charge, if any, will be invoiced in advance. Payment shall be due within 10 days after the date of the invoice. All other charges due hereunder are payable as specified in the invoice. The Service Charge and Zone Charge, if any, for a partial month's service will be prorated on the basis of a 30 day month.

EXCLUSIONS

Service provided by LOS under this Agreement does not include:

- repair of damage or increase in service time caused by failure to continually provide a suitable installation environment with all facilities prescribed by LOS including, but not limited to, the failure of adequate electrical power, air conditioning or humidity control.
- repair of damage or increase in service time caused by the use of the machines for other than ordinary use for which designed.
- repair of damage or increase in service time caused by the use of supplies that do not meet OEM specifications.
- repair of damage or increase of service time caused by; accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and

lightning; transportation; neglect or misuse; alterations, which shall include, but not be limited to, any deviation from said machines original physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnection to said machine or no LOS equipment and devices, not supplied by LOS.

- furnishing supplies (as designated by LOS) or accessories, painting or refinishing the machine(s) or furnishing material therefore inspecting altered machine(s), making specification changes or performing services connected with relocation of machine(s), or adding or removing accessories, attachments or other devices.
- electrical work external to the machines or maintenance of accessories, alterations, attachments or other devices not furnished by LOS, and such service which is impractical for LOS to render because of alterations in, or attachments to the machines.
- circuit board failures, print boards, fax boards, & scanner boards, unless an LOS approved surge protection device is installed in line with the listed equipment.
- replacement or repair of any external network devices; to include, but not to be limited to; software, OS software, drivers, updates, cabling or hardware outside of the equipment under contract that was NOT a part of the original installation of the covered device. Service if available will be furnished at LOS's applicable Networking Services hourly rates and terms then in effect.
- network changes or modifications made on clients' network system, by the client, that alter or inhibit the operation of the serviced equipment. Service to restore full functionality to the serviced equipments network applications, if available, will be furnished at LOS's applicable Networking Services hourly rates and terms then in effect.

ACCESS TO MACHINES

LOS shall have full and free access to the machine(s) to provide service thereon.

If person other than LOS representatives shall perform maintenance or repair of a machine, and as a result further repair by LOS is required, such further repairs will be made at LOS's applicable time and material rates and terms then in effect. If such additional repair is required, LOS may withdraw the machine from this Agreement upon 30 days prior written notice to the Customer following any repetition of the need for additional repair of such machine caused by non LOS service activity.

DISCLAIMER AND LIMITATION OF LIABILITY

In no event will LOS be liable for lost profits, or other consequential damages, even if LOS has been advised of the possibility of such damages or for any claim against the customer by any other party.

GENERAL

Subject to the terms of the following paragraph, LOS may modify the terms and conditions of this Agreement effective on the Renewal Month by providing the Customer with one month's prior written notice.

Any such modification will apply unless the Customer exercises the option to terminate this Agreement or withdraw the machine(s) affected by such modifications. Otherwise, this Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and LOS and variance from the terms and conditions of this Agreement in any customer order or other written modification will be of no effect.

LOS's services provided outside the scope of this Agreement will be furnished at LOS's -applicable time and material rates and terms, then in effect.

LOS is not responsible for failure to render service due to causes beyond its control.

Either party may withdraw any machine or all machines from this agreement for failure of the other to comply with any of its terms and conditions, including withdrawal of any individual machine by LOS when the customer is in default for payment of service not covered under this Agreement, when such service was provided by LOS for that machine.

No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, or, in the case of nonpayment, more than two years from the date of the last payment.

This Agreement will be governed by the laws of the states in which we operate.

Service is our business!!! This contract is a commitment to your business from our business. Have questions? Call us at (800) 798-8606 or e-mail us at dispatch@lakelandoffice.com