1. Agenda

    Documents:

    CITY COUNCIL AGENDA 10 21 21.PDF
    WORK SESSION AGENDA 10 21 21.PDF

2. Meeting Materials

    Documents:

    COUNCIL PACKET 10 21 21.PDF

COUNCIL AGENDA
CITY OF CARTHAGE, MISSOURI
THURSDAY, OCTOBER 21, 2021
5:30 P.M. – COUNCIL CHAMBERS

1. Call to Order
2. Invocation
3. Pledge of Allegiance to Flag
4. Roll Call
5. Old Business
    1. **C.B. 21-39 –** An Ordinance to amend Section 400 Benefits (405-406) of the Personnel Policy Manual of the City of Carthage. (Insurance, Audit and Claims)
    2. **C.B. 21-41 –** An Ordinance amending the Annual Operating and Capital Budget of the City of Carthage for Fiscal Year 2021-2022 for specified funds (General Fund, Fire Protection Tax Fund, Parks/Stormwater Sales Tax Fund). (Budget Ways & Means)
    3. **C.B. 21-42** - An Ordinance authorizing the Mayor to execute a Real Estate Purchase Agreement for the purchase of land at 705 S Garrison Avenue, Carthage, MO 64836 (Lot 15 in Cassil's Addition) between the City of Carthage, Missouri and First Baptist Church, 631 S. Garrison Ave., Carthage, Missouri 64836.
6. New Business
    1. **C.B. 21-45 –** An Ordinance authorizing the Mayor of the City of Carthage, to execute an Engagement Letter between Baker Tilly US, LLP ("Baker Tilly") and the City of Carthage, Missouri ("Client") to assist the Client with advisory services regarding ARPA requirements. (Budget Ways & Means)
7. Adjournment

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

WORK SESSION
CITY OF CARTHAGE, MISSOURI
THURSDAY, OCTOBER 21, 2021
5:45 P.M. – COUNCIL CHAMBERS

1. Parks Study Priorities
   Goal of Discussion- To provide city staff with parks priorities in order to seek funding and move forward

2. Infrastructure Priorities
   Goal of Discussion- To provide city staff with critical infrastructure priorities in order to seek funding and move forward

3. Downtown Parking
   Goal of Discussion- To provide city staff with downtown priorities in order to seek funding, provide community guidance and move forward

4. Staffing Goals
   Goal of Discussion- To provide city staff with staffing priorities in order to seek funding and move forward

5. City of Carthage Comprehensive Plan
   Goal of Discussion- To determine next steps to ensure plan is updated in a timely manner

6. City Employee Benefits and Welfare
   Goal of Discussion- To determine next steps to ensure staff is aware and can bring forward proposals for future compensation and benefit plans.

7. Economic Development
   Goal of Discussion- To determine next steps so that staff can provide community guidance and implement necessary planning

8. Training Center/Purchase of Salvation Army Buidling
   Goal of Discussion- To determine next steps so that staff can provide community guidance and implement necessary planning

9. IT Goals
   Goal of Discussion- To update the council regarding the findings and recommendations of the Cyber Incident Response Team

10. Time remaining will be used to begin to develop:

    Strategic Planning
    2 Year Goals
    5 Year Goals

11. Adjourn

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

COUNCIL AGENDA
CITY OF CARTHAGE, MISSOURI
THURSDAY, OCTOBER 21, 2021
5:30 P.M. – COUNCIL CHAMBERS

1. Call to Order
2. Invocation
3. Pledge of Allegiance to Flag
4. Roll Call
5. Old Business
    1. **C.B. 21-39** – An Ordinance to amend Section 400 Benefits (405-406) of the Personnel Policy Manual of the City of Carthage. (Insurance, Audit and Claims)
    2. **C.B. 21-41** – An Ordinance amending the Annual Operating and Capital Budget of the City of Carthage for Fiscal Year 2021-2022 for specified funds (General Fund, Fire Protection Tax Fund, Parks/Stormwater Sales Tax Fund). (Budget Ways & Means)
    3. **C.B. 21-42** - An Ordinance authorizing the Mayor to execute a Real Estate Purchase Agreement for the purchase of land at 705 S Garrison Avenue, Carthage, MO 64836 (Lot 15 in Cassil's Addition) between the City of Carthage, Missouri and First Baptist Church, 631 S. Garrison Ave., Carthage, Missouri 64836.
6. New Business
    1. **C.B. 21-45** – An Ordinance authorizing the Mayor of the City of Carthage, to execute an Engagement Letter between Baker Tilly US, LLP ("Baker Tilly") and the City of Carthage, Missouri ("Client") to assist the Client with advisory services regarding ARPA requirements. (Budget Ways & Means)
7. Adjournment

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

OLD BUSINESS

COUNCIL BILL NO. 21-39 **ORDINANCE NO. __________**

An Ordinance to amend Section 400 - Benefits (405-406) of the Personnel Policy Manual of the City of Carthage.

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

SECTION I: Section **400 - Benefits** (405-406) of the Personnel Policy Manual is hereby amended and the following enacted in lieu thereof:

405. Light Duty Policy:

01. Transitional Duty Assignments: In some cases, an injured, disabled, or pregnant employee may be able to continue in his/her regular job with only minimal modifications. However, at times, a totally different work assignment is necessary to accommodate the prescribed restrictions identified by the employee's physician or a Worker's Compensation physician. This temporary accommodation is referred to as a transitional or "light" duty assignment. This is not a long-term solution nor is it intended to accommodate permanent restrictions resulting from an injury or inability to complete specified job duties. For hours worked during transitional duty, the employee is paid at 100%. The objectives of the transitional duty assignment are to:

1. Return an injured, disabled, or pregnant employee to productive employment who might otherwise be on leave.
2. Assist the injured, disabled, or pregnant employee in the transition from disability to work.
3. Control the cost of a claim and thereby reduce the overall cost of Worker's Compensation.

An employee who is injured as a result of a work-related accident and is unable to return to work immediately due to the medical restrictions placed upon him or her by a Worker's Compensation physician (i.e., unable to do the essential functions of the job without a direct threat or undue hardship) may be assigned a transitional duty position until he is able to return to regular duty. Other requests that are the result of non-work related injuries, disabilities, or other medical diagnoses that would require a transitional duty assignment must be accompanied by detailed restrictions from the employee's physician. The Worker's Compensation physician or employee's physician will be required to determine if modified duty would pose a hindrance to recuperation or an increased risk of re-injury or harm to the employee. The provider will also determine if the employee's condition would pose a safety or health hazard to fellow employees and/or the general public.

02. Identification of Transitional Duty: Department Heads will be responsible for identifying transitional duty positions in each department and reporting those to the City Administrator. Every effort shall be made to assign employees to positions consistent with their position. However, transitional duty employees may be assigned to positions within other departments until the employee is released to full duty work status.

03. Requesting Transitional or Light Duty: If an employee needs to be exempt from some portion of their job duties or needs to be restricted in how they perform some their duties, the employee must submit a written request to their immediate supervisor. The request must include a medical note from the employee's treating physician indicating the temporary exemption/restriction from performing certain duties. This documentation will be submitted to the Department Head for review, consideration, and final decision. If the employee is also taking prescribed medications that may affect the employee's ability to perform assigned work, this must be reported to the immediate supervisor and Department Head for consideration of the overall request.

04. Granting or Denying Transitional or Light Duty Requests: The Department Head for the employee will review the request in consultation with Human Resources and respond in writing to the employee. If a department has work available qualifying as "light duty", the Department Head may assign said work to any employee. The Department Head is not required to allow any employee who cannot perform all of the essential functions of the position to return to work. If the request is approved, the employee will be informed of their assignment, location, hours, etc. The modified or light duty assignment will be reviewed every 30 days by the Department Head with oversight from Human Resources. If the request for modified or light duty is denied, the employee will also be informed of this in writing by the Department Head. If a transitional or light-duty assignment is offered by the employer and approved by the employee's physician, an employee's refusal to accept the offer of light-duty may affect the employee's right to workers' compensation benefits under applicable law.

05. Conditions while on Transitional or Light Duty: Any time a department approves an employee's request for light or limited duty, the following conditions will apply:

1. The employee will be exempted from working overtime until medical restrictions are rescinded.
2. The employee may be assigned to another position without a reduction in pay. The employee may be assigned to work in jobs not directly reflected in the employee's current position.
3. The employee may be required to submit to medical evaluations by City selected physicians to provide additional medical information.

06. Transitional Duty Duration: The transitional duty assignment will be for a period not to exceed 90 days. Throughout the 90-day period of recovery, the Department Head will be responsible for monitoring the employee's status. At the end of the 90-day period, if the employee has still not fully recovered from the work-related injury, the Department Head will direct the Worker's Compensation physician or employee's physician to provide a written prognosis of the duration of recovery and proposed treatment. Based on the Worker's Compensation or employee's physician's response, the City may choose to continue the transitional duty position, request a second opinion from another Worker's Compensation or licensed physician or terminate the transitional duty position. There are no permanent transitional or light duty assignments.

07. Transitional Duty Termination: At that time the Department Head, along with the City Administrator and Mayor concurring, may offer to another individual a full-time appointment after the original individual in the position has been off more than 90 days who has not worked due to the injury. Prior to making a full-time appointment, the Department Head shall review the medical file to determine the prognosis for early recovery. The final decision concerning offering a regular appointment to another person shall be based on the good of the service. If a full-time replacement has been made, the employee on leave can return only to a vacant position and may not displace a full-time employee.

08. Returning to Full Duty: Prior to the employee's return to full and unrestricted duty, the employee must submit a medical authorization to do so. The medical documentation must indicate a return to work date and state the employee can perform all duties of the position with no restrictions. The Department Head retains the right to require any employee to submit to a fit for duty examination as deemed necessary to ascertain whether the employee is able to fulfill all essential job functions with or without reasonable accommodation.

406. <u>Section 125 Plan:</u> Presently, employees electing to be covered under the City's group health family coverage must contribute a pre-determined amount established by the City Council toward the costs of the premiums. This cost to the employee may be paid into the City's Section 125 plan which may reduce the employee's taxable income. Employee's who are interested in participating in this program must fill out a form in the City Clerk's Office.

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

PASSED AND APPROVED THIS _______ DAY OF _________, 2021.

____
Dan Rife, Mayor

ATTEST:

____
Traci Cox, City Clerk

COUNCIL BILL NO. 21-41 **ORDINANCE NO. ______**

AN ORDINANCE AMENDING THE ANNUAL OPERATING AND CAPITAL BUDGET OF THE CITY OF CARTHAGE FOR FISCAL YEAR 2021–2022 FOR SPECIFIED FUNDS (GENERAL FUND, FIRE PROTECTION TAX FUND, PARKS/STORMWATER SALES TAX FUND).

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

SECTION I: The City of Carthage's 2021 – 2022 Annual Operating and Capital Budget for the **General Fund,** is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated Fund Balance, for:

a.) the **CMA Department**;

- Main Street line item in an amount not to exceed $25,000 for the approved Agreement with Vision Carthage; and
- The Economic Development Services line item in an amount not to exceed $34,500 for participation with CWEP on a contract for the development of an Economic Development Strategic Plan.

b.) the **Capital Improvements Department** for an amount not to exceed $99,426 to, Capital line item for CivicPlus website software;

c.) the **Police Department**, Computer Services line item for the outstanding Omnigo bill for an amount not to exceed of $16,000;

d.) the **Parks & Recreation Department** is hereby amended to reflect a supplemental appropriation of an amount not to exceed $4,500 to the Capital Outlay line item, as a carry-over from Fiscal Year 2021 for fencing replacement/repair for Rock Stadium due to vandalism; and

e.) the **Fire Department** in an amount not to exceed $30,000 to the Capital Outlay line item, for the purchase of the adjoining parking lot property from First Baptist Church.

SECTION II: The City of Carthage's 2021 – 2022 Annual Operating and Capital Budget for the **Fire Protection Sales Tax Fund,** is hereby amended to reflect supplemental appropriations from the unallocated and undesignated and unallocated fund balance, for;

- An amount not to exceed $140,000, to the **Capital Projects** line item for (Carry-Over project; Brush Truck, ($85,000) and (Carry-Over project; Furnishings, for Station #2, $55,000); and
- An amount not to exceed $579,790.29 to the **Capital Outlay** line item for Lease Purchase payments from Lease Proceeds of $579,790.29 pursuant to a year end journal entry; and
- An amount not to exceed $6,900 to the **Miscellaneous** line item for emergency repair/replacement of the damaged bay door at Fire Station #2.

SECTION III: The City of Carthage's 2021 – 2022 Annual Operating and Capital Budget for the **Parks Storm Water Sales Tax Fund,** is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated Fund Balance, for:

- An amount not to exceed $80,000 to the **Capital Outlay line item,** for carry-over funds/project for the Golf Course Bunker Renovation; and
- an amount not to exceed, $125,000 to the **Capital Outlay line item** for carry-over funds/project for the Tree Inventory and Maintenance for the Parks & Recreation System project; and
- an amount not to exceed, $1,554 to the **Capital Outlay line item** for carry-over funds/project for the Griggs Park Pickle Ball Courts; and
- an amount not to exceed, $95,750 to the **Capital Outlay line item** for carry-over funds/project for the Parks Master Plan, from the unallocated and unappropriated Fund Balance; and
- an amount not to exceed, $258,524.13 to the **Capital Outlay line item** for Lease Purchase payments from Lease Proceeds of $258,524.13, pursuant to a year end journal entry.

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

PASSED AND APPROVED THIS ______ DAY OF ____________, 2021.

____

Dan Rife, Mayor

ATTEST:

____

Traci Cox, City Clerk

Sponsored by: Budget Ways & Means Committee

COUNCIL BILL NO. 21-42 **ORDINANCE NO. ____________**

An Ordinance authorizing the Mayor to execute a Real Estate Purchase Agreement for the purchase of land at 705 S Garrison Avenue, Carthage, MO 64836 (Lot 15 in Cassil's Addition) between the City of Carthage, Missouri and First Baptist Church, 631 S. Garrison Ave., Carthage, Missouri 64836.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute on behalf of the City of Carthage, a Real Estate Purchase Agreement for the purchase of land at 705 S Garrison Avenue, Carthage, MO 64836 (Lot 15 in Cassil's Addition) from First Baptist Church, 631 S. Garrison Ave., Carthage, Missouri 64836, a copy of which Real Estate Purchase 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 _______________, 2021.

____

Dan Rife, Mayor

ATTEST:

____

Traci Cox, City Clerk

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is entered into on this ___ day of ____________, 2021 (the "Effective Date") by and between First Baptist Church ("Seller") and The City of Carthage, Missouri ("Buyer ").

WHEREAS, Buyer desires to purchase certain property located at 705 South Garrison in the City of Carthage, Jasper County, Missouri (the "Property").

NOW, THEREFORE, for and in consideration of the sum of Thirty Thousand Dollars ($30,000.00) and other good and valuable consideration hereinafter specified, the sufficiency of which is thereby acknowledged, Seller this date agrees to sell and Buyer agrees to purchase under the terms and conditions herein set out, real estate located in Carthage, Jasper County, Missouri, which is legally described as follows:

> ALL OF LOT NUMBERED FIFTEEN (15) IN CASSILS' ADDITION TO THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI.

1. **Purchase Price**. The purchase price of the property shall be Thirty Thousand Dollars ($30,000.00), which Buyer shall pay to Seller by certified or cashier's check at the closing of this transaction.
2. **Title and Deed**.
   A. Condition of property. It is understood and agreed that the Buyer, or its representative, has made an inspection of the property prior to the execution of this Agreement, and based on that inspection and information which may have been provided by the Seller as to the condition of the property, has entered into this Agreement. Seller hereby warrants and guarantees that the property will remain in its present condition, as of the execution of this Agreement to and including the day that title to said property is transferred to Buyer, subject to the remaining terms and conditions of this Agreement.
   B. At closing, Seller shall deliver a general warranty deed to Buyer conveying marketable fee simple title free and clear of all liens and encumbrances except for parties, deliver to Buyer a commitment to issue an Owner's policy of title insurance in the amount of $__________________ naming Buyer as the insured, written by a title insurance company licensed to insure titles in Missouri, which policy shall easements of record and any other easements, public or private, which are clearly apparent to the ordinary person ordinary inspection of the premises.
   C. Seller shall within fifteen (15) days after the signing of this Contract by both insure Buyer's title to be marketable in fact and free and clear of all liens and encumbrances except for easements of record and any other easements, public or private, which are clearly apparent to the ordinary person on ordinary inspection of the premises, and which commitment shall provide that the policy shall be issued after the Sellers' warranty deed shall be placed of record.
   D. After delivery of the title insurance commitment, Buyer shall have fifteen (15) days in which to examine the said commitment and notify Seller in writing of any objection. If there are any objections to Seller's title to the property as disclosed by the commitment,

Seller shall furnish to Buyer, within a reasonable time, a new or amended title insurance commitment satisfying any such objections, but if such commitment satisfying any such objections shall not be furnished within thirty (30) days after said notice, Buyer shall have the option of terminating this Contract.

E. It is understood and agreed that the title required to be furnished is marketable title as set forth in Title Standard 4 of the Missouri Bar Association. It is also agreed that any encumbrance or defect in the title which is not within the scope of any of the title standards of the Missouri Bar shall not constitute a valid objection on the part of Buyer, providing Seller furnish the affidavits, or other title papers, if any, described in the applicable standard.

3. **Closing**. The closing for the sale of the said property shall be held on or before ________________________, 2021, or at such earlier date as the parties shall agree. The closing shall be held at such place and time as the parties shall agree.
4. **Property sold "As Is"**. The parties agree and acknowledge that the property is being sold "as is" and seller does not make representations or give any warranties as to the condition of the premises.
5. **Right of Entry**. Buyer or its authorized representative(s) shall have the right, at any time after the execution by both parties of this Agreement and at Buyer's sole cost and expense, to enter on the Property for any lawful purpose, including but not limited to making such surveys and site analyses, including soil bearings and soil tests, wetland studies, water and sewer location availability other engineering or environmental studies, and erecting such signs as Buyer may deem necessary.
6. **Closing Costs, Expenses and Adjustments**. The following costs shall be paid by Seller: Expenses of placing title in proper condition, unless agreed to otherwise; and The following costs shall be paid by Buyer: (A) Title insurance premium; (B) Recording fees; (C) the escrow fee; and (D) Preparation of Warranty Deed and all other closing costs.
7. **Risk of Loss**. Pending closing of this transaction, the risk of loss or damage to the Property by fire or other casualty or its taking or damage by condemnation shall be on Seller. If any loss or damage occurs during such period, then Buyer shall have the option of (i) canceling and rescinding this Agreement and receiving a refund of all Earnest Money(s), or (ii) accepting the Property with abatement of the Purchase Price in the amount of the cost of replacement or repair.
8. **Cooperation**. The parties agree to cooperate and to execute and deliver such instruments and to do all such other acts as the other parties may be reasonably requested to do from time to time by the other parties in order to consummate this Contract.
9. **Possession of the Property**. Possession of the property shall be delivered to Buyer on the date of closing.
10. **Miscellaneous**. All notices, consents and approvals required by this agreement shall be either personally delivered or placed in the United States Mail, properly addressed and with certified or registered postage prepaid. Said notices, consents and approvals shall be sent to the parties at the following addresses, unless otherwise notified in writing: to Buyer at 326 Grant Street, Carthage, Missouri, 64836, and to Seller 421 West Chestnut Street Carthage, Missouri 64836.

11. **Assignment and succession**. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, administrators, executors, and assigns of the respective parties. All rights hereunder may be assigned without restriction, provided that notice of each assignment shall be given in writing to the other party.
12. **Modification**. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by both parties. This constitutes the entire agreement between the parties. Neither party shall be bound by any terms, conditions, statements, or representations, oral or written, not herein contained. It is mutually understood and specifically agreed that this Agreement is binding upon the respective heirs, successors, administrators, executors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Contract in duplicate originals this ___ day of __________________, 2021.

BUYER:

THE CITY OF CARTHAGE, MISSOURI, a Municipal Corporation:

(SEAL)

By:______________________________

Name: Dan Rife

Title: Mayor, City of Carthage, Missouri

Date: ______________

ATTEST

By: ____________________

Name: Traci Cox

Title: City Clerk

Date: ______________

SELLER:

____

____

Printed Name and Title

Date: ______________

EXHIBIT A

All of E ½ of lots 19 & 20 Cassil's Addn to the City of Carthage, Jasper County, MO

NEW BUSINESS

COUNCIL BILL NO. 21-45 **ORDINANCE NO. ________**

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CARTHAGE, TO EXECUTE AN ENGAGEMENT LETTER BETWEEN BAKER TILLY US, LLP ("BAKER TILLY") AND THE CITY OF CARTHAGE, MISSOURI ("CLIENT") TO ASSIST THE CLIENT WITH ADVISORY SERVICES REGARDING ARPA REQUIREMENTS; AND TO BE CONSIDERED AN EMERGENCY ORDINANCE DUE TO UNFORESEEN CIRCUMSTANCES WHICH DELAY WOULD HINDER THE EFFECTIVE DELIVERY OF MUNICIPAL SERVICE

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 execute on behalf of the City of Carthage, Missouri an Engagement Letter between Baker Tilly US, LLP ("Baker Tilly") and the City of Carthage, Missouri ("Client") to assist the Client with advisory services regarding ARPA requirements, a true copy of which is attached hereto and incorporated herein as if set out in full.

SECTION II: This Ordinance shall be considered an emergency ordinance passed as an emergency measure under the terms of the Charter of the City due to unforeseen circumstances and delay would hinder the effective delivery of Municipal services.

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

PASSED AND APPROVED THIS ______ DAY OF ________________, 2021.

____

Dan Rife, Mayor

ATTEST:

____

Traci Cox, City Clerk

Sponsored by: Budget Ways & Means Committee

Baker Tilly US, LLP
5440 West 100th Street, Suite 300
Overland Park, KS 66211
United States of America

bakertilly.com

September 28, 2021

City of Carthage, MO
Tom Short
326 Grant Street
Carthage, MO 64836

RE: Engagement Letter Agreement Related to Services

This letter agreement (the “Engagement Letter”) is to confirm our understanding of the basis upon which Baker Tilly US, LLP (“Baker Tilly”) and its affiliates are being engaged by the City of Carthage, Missouri, (the “Client”) to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by Client and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of IP

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Contractor prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

<u>E-Verify Program</u>
Baker Tilly participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Baker Tilly does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the 'written consent of the other part. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: ______________________________
Title: ______________________________
Date: ______________________________

Attachment A
Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC) and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA.
Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at https://www.sec.gov/edgar/searchedgar/companysearch.html and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BMTA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

SCOPE APPENDIX to
Engagement Letter dated: September 28, 2021
Between City of Carthage, Missouri, and
Baker Tilly US, LLP

RE: **Proposed Municipal Advisory Services – Consulting Services Related to the American Rescue Plan ("ARP")**

DATE:

This Scope Appendix is attached by reference to the above-named engagement letter (the "Engagement Letter") between the City of Carthage, Missouri, (the "Client") and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

SCOPE OF WORK

Baker Tilly Municipal Advisors ("BTMA") will perform the following services:

A. American Rescue Plan Funding Overview

1. Educate Client on the eligible uses of the American Rescue Plan via orientation session.

B. Fiscal Recovery Fund of the American Rescue Plan ("FRF") Program Support

1. Assist Client in preparation to receive and effectively deploy the allocated FRF.
2. Develop clear understanding of eligible uses and limitations of the FRF.
3. Assist Client to systematically assemble community priorities including computation of lost revenues.
4. Assist Client with cash flow management plan.
5. Assist Client to develop and communicate a strategy to match community priorities to available funding.
6. Assist Client to prepare budgets and appropriations of FRF.
7. Assist Client to develop a plan for transparency and stakeholder inclusion.
8. Support Client with accounting and reporting compliance matters.
9. Attend meetings with Client and stakeholders (as needed).

C. Other Elements of American Rescue Plan and Other Potential State and/or Federal Funding

1. Assist Client to evaluate and pursue additional and/or competitive funding included in the ARP.
2. Assist Client to coordinate additional and/or competitive funding with FRF to achieve strategic objectives.
3. Assist Client to establish procedures, mechanisms, and administration for fund distribution to business and/or individuals.
4. Assist Client to develop programs for pass through funding opportunities.

5. Monitor and communicate updates on potential funding from the State and Federal agencies.

6. Update reports, strategies and communication as circumstances dictate.

7. Consult with client regarding process for Single Audit (if necessary).

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

> Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
> Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
> Evaluate the adequacy and results of the nonattest services we perform.
> Accept responsibility for the results of our nonattest services.
> Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Compensation and Invoicing

BTMA's fees for services set forth in the Scope Appendix will be billed at BTMA's billing rates based upon the actual time and expenses incurred.

Title	2021 Hourly Rate
Principal and Partner	$300
Director and Senior Manager	$260
Manager and Senior Staff	$215
Staff	$165
Associates	$75

The above fees shall include all expenses incurred by BTMA with the exception of expenses incurred for travel, which will be billed on a separate line item. We recommend the value of this contract not to exceed **$15,000**, without the written authorization of the Client to proceed further. It is understood this fee is an eligible use of Client's FRF dollars.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

BAKER TILLY MUNICIPAL ADVISORS, LLC

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: ______________________________

Title: ______________________________

Date: ______________________________

COUNCIL AGENDA
CITY OF CARTHAGE, MISSOURI
THURSDAY, OCTOBER 21, 2021
5:30 P.M. – COUNCIL CHAMBERS

1. Call to Order
2. Invocation
3. Pledge of Allegiance to Flag
4. Roll Call
5. Old Business
    1. **C.B. 21-39** – An Ordinance to amend Section 400 Benefits (405-406) of the Personnel Policy Manual of the City of Carthage. (Insurance, Audit and Claims)
    2. **C.B. 21-41** – An Ordinance amending the Annual Operating and Capital Budget of the City of Carthage for Fiscal Year 2021-2022 for specified funds (General Fund, Fire Protection Tax Fund, Parks/Stormwater Sales Tax Fund). (Budget Ways & Means)
    3. **C.B. 21-42** - An Ordinance authorizing the Mayor to execute a Real Estate Purchase Agreement for the purchase of land at 705 S Garrison Avenue, Carthage, MO 64836 (Lot 15 in Cassil's Addition) between the City of Carthage, Missouri and First Baptist Church, 631 S. Garrison Ave., Carthage, Missouri 64836.
6. New Business
    1. **C.B. 21-45** – An Ordinance authorizing the Mayor of the City of Carthage, to execute an Engagement Letter between Baker Tilly US, LLP ("Baker Tilly") and the City of Carthage, Missouri ("Client") to assist the Client with advisory services regarding ARPA requirements. (Budget Ways & Means)
7. Adjournment

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