1. City Council Packet May 24, 2022

    Documents:

    CITY COUNCIL PACKET 05 24 22.PDF

2. City Council Agenda Amended May24, 2022

    Documents:

    CITY COUNCIL AGENDA AMENDED 05 24 22.PDF

3. City Council Minutes Amended May 24, 2022

    Documents:

    CITY COUNCIL MINUTES AMENDED 05 24 22.PDF

COUNCIL AGENDA
CITY OF CARTHAGE, MISSOURI
TUESDAY, MAY 24, 2022
6:30 P.M. – COUNCIL CHAMBERS

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 Meetings
6. Presentations/Proclamations
    - Life Saving Award
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
9. Reports from Special Committees and Board Liaisons
10. Report of the Mayor
11. Reports/Remarks of Councilmembers

(Each Councilmember is limited to no more than two (2) minutes. The time may be extended by the Chair if deemed necessary. Once a Councilmember has had their say on a particular issue they are not permitted to once again speak on the issue unless permitted by the Chair)

12. Administrative Reports
13. Report of Claims Presented Against the City
14. Public Hearings
15. Old Business
    1. **C. B. 22-22** – An Ordinance declaring the name of Caroline Street is changed to Harlow Street, as recommended by the Public Works Committee on April 16, 2019, in the City of Carthage, Missouri. (Public Works)
16. New Business
    1. **C. B. 22-23** – An Ordinance authorizing the Mayor to sign an amended and restated City of Carthage, Missouri, Policemen's and Firemen's Pension Plan Document that renames the Plan the "City of Carthage, Missouri, Police and Fire Pension Plan" and that otherwise makes the Plan gender neutral. Such Amendment and Restatement of the Plan is as recommended by the Policemen's and Firemen's Pension Committee, which shall forthwith be renamed the Police and Fire Pension Plan Committee. (Police & Fire Pension Committee)
    2. **C. B. 22-24** – An Ordinance authorizing the Mayor to execute a contract between the City of Carthage and the Carthage Over 60 Center, Inc. for services in the amount not to exceed $23,000.00. (Budget Ways & Means)

3. **C. B. 22-25** – An Ordinance authorizing utility rate adjustments for electric, water, and wastewater services as recommended by the Carthage Water & Electric Plant Board. (Budget Ways & Means)

4. **C. B. 22-26** – An Ordinance authorizing the Mayor to sign an Agreement with the Carthage Humane Society for animal control services for the City of Carthage. (Budget Ways & Means)

5. **C. B. 22-27** – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Vision Carthage providing for mutual undertakings and benefits from the services providing: Carthage-in-Bloom; Restoration Carthage; Sidewalk Project; Hometown Holidays; and a Main Street Program; for the residents of the City of Carthage. (Budget Ways & Means)

17. Mayor's Appointments

18. Resolutions

19. Closing Comments

20. Executive Session

    1. **CLOSED SESSION**: 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.

21. 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

MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
May 10, 2022

The Carthage City Council met in regular session on the above date in the Council Chambers at 6:30 P.M. with Mayor Dan Rife presiding. Fire Chief Ryan Huntley gave the invocation and Police Chief Bill Hawkins led the flag salute.

The following Council Members answered roll call: David Armstrong, Trudy Blankenship, Ceri Otero, Robin Blair, Alan Snow, Ed Hardesty, Ed Barlow, Mark Elliff, Robin Harrison, and Brandi Ensor. City Administrator Greg Dagnan and City Attorney Nate Dally were also present.

The following Department Heads were present: Police Chief Bill Hawkins, Fire Chief Ryan Huntley, Public Works Director Zeb Carney, Parks & Recreation Director Mark Peterson and City Clerk Traci Cox.

Mr. Elliff made a motion, seconded by Mrs. Harrison to approve the minutes of the April 26, 2022 Council Meeting. Motion carried unanimously.

Mayor Rife presented a Proclamation for Tim Hill Day.

No Citizens were present to speak during Citizen's Participation Period.

Mr. Snow reported the Budget Ways & Means Committee met on May 9 to discuss budget perfection. Sales and use tax revenues were also reviewed.

Mrs. Harrison reported the Committee on Insurance, Audit and Claims met on this date and approved the claims. Mrs. Harrison made a motion, seconded by Mr. Armstrong, to approve the HR Coordinator job description as amended. Motion carried. Mrs. Harrison made a motion, seconded by Mr. Armstrong, to approve the City Clerk job description. Motion carried.

Mr. Barlow reported the Public Safety Committee is between meetings with the next meeting scheduled for May 16.

Ms. Otero reported that the Public Services Committee is between meetings with the next meeting scheduled for May 17.

Ms. Ensor reported the Public Works Committee met on May 3. C.B. 22-22 addresses changing Caroline Street to Harlow Street which was approved in 2019 but a council bill was not prepared at the time. A 1997 Chevy one-ton truck and a 1999 Layton asphalt machine was declared surplus and will be donated to the Diamond Special Road District. This appears in Resolution 1965.

Special Committee and Board Liaison Reports were given by Mrs. Harrison for Vision Carthage, Mr. Elliff for the Jasper County Commission, and Ms. Ensor for the Carthage Public Library.

Mayor Rife reported on budget meetings and the upcoming MML Conference.

During reports of Council Members, Mr. Armstrong expressed his appreciation to Tim Hill for his service to the City. He also stated he felt the Chamber of Commerce request for funds for the 2023 Budget Year should be decreased to the previously agreed upon amount of $25,000.

City Attorney Nate Dally thanked Tim Hill for his service.

Public Works Director Zeb Carney commended Tim Hill for his exemplary work ethic throughout the years, noting he will be greatly missed.

Parks & Recreation Director Mark Peterson discussed a new City of Carthage app that will be going live.

City Administrator Greg Dagnan reported on the following: budget meetings, discussions with the state regarding Peachtree CID, update on council chamber technology improvements, economic development meetings, a meeting with the Jasper County Special Road District board, a future meeting with the Fire District Board, sales and use tax revenues, a future Region M board meeting to be held in Carthage, and repairs to the front of City Hall.

The Committee on Claims filed a report in the amount of $5,659,356.66 against the following funds: General Revenue $678,754.40, Public Health $9.94, Lodging Tax $91,009.00, Public Safety $1,552.31, Parks/Stormwater $198,134.21, Golf $3,515.83, Capital Improvements $3,515.83, Parks & Recreation $182,580.53, Parks and Recreation $18.87, Myers Park $83,040.50, Library $50,000.00, Payroll $370,741.07, and Water & Electric $4,000,000.00. Mrs. Harrison made a motion, seconded by Mr. Elliff to accept the report and allow the claims. Motion carried.

Under old business, C. B. 22-20 – An Ordinance authorizing the Mayor to execute a Memorandum of Understanding between the City of Carthage and the Jasper County Sheriff's Office providing for prisoner housing for inmates with Municipal charges was placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Armstrong, Barlow, Blair, Blankenship, Elliff, Ensor, Hardesty, Harrison, Otero, and Snow. The Council Bill was approved and numbered Ordinance 22-21

C. B. 22-21 – An Ordinance authorizing a Special Use Permit for the operation of a carnival to be located at the Fair Acres Sports Complex (East George Phelps Blvd.), in conjunction with the 2022 Carthage Maple Leaf parade in the City of Carthage, Jasper County, Missouri was placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Armstrong, Barlow, Blair, Blankenship, Elliff, Ensor, Hardesty, Harrison, Otero, and Snow. The Council Bill was approved and numbered Ordinance 22-22.

Under new business, C. B. 22-22 – An Ordinance declaring the name of Caroline Street is changed to Harlow Street, as recommended by the Public Works Committee on April 16, 2019 in the City of Carthage, Missouri was placed on first reading with no action taken.

Mr. Armstrong made a motion, seconded by Ms. Otero to approve the Mayor's Appointments as follows: the re-appointment of Stephen Beimdiek to the Carthage Water & Electric Plant Board until May 2026, the re-appointment of Stephanie Howard until May 2027 and the appointment of Greg Dagnan until September 2024 to the Enhanced Enterprise Zone Board, the appointment of Alan Bull until November 2022 and Joshua Anderson until May 2026 to the Planning, Zoning, & Historic Preservation Commission, the appointment of Traci Cox and Mark Elliff to the Economic Development Committee until July 2022, and the appointment of Traci Cox and Ed Hardesty to the Lodging Tax Appropriation Committee. Motion carried.

Mr. Armstrong made a motion, seconded by Mrs. Harrison, to approve Resolution 1965 – A Resolution approving the declaration of certain materials and pieces of equipment as surplus to the city's needs and authorizing their disposition. Resolution 1965 was adopted by a roll call vote of 10 yeas and 0 nays. Ayes: Armstrong, Barlow, Blair, Blankenship, Elliff, Ensor, Hardesty, Harrison, Otero, and Snow.

During closing comments, Mr. Snow thanked Chief Huntley for the weather reports and congratulated seniors on their graduation, Ms. Ensor thanked the students who were in attendance at the meeting.

Ms. Ensor made a motion, seconded by Mrs. Harrison, 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 on the board of 10 yeas and no nays. Ayes: Armstrong, Barlow, Blair, Blankenship, Elliff, Ensor, Hardesty, Harrison, Otero, and Snow. Motion carried at 7:00 p.m.

CLOSED SESSION

Mr. Armstrong made a motion, seconded by Mr. Barlow to return to the regular session of the Council Meeting at 7:17 p.m. followed by a roll call vote of 10 yeas and no nays. Ayes: Armstrong, Barlow, Blair, Blankenship, Elliff, Ensor, Hardesty, Harrison, Otero, and Snow. Motion carried.

Mr. Barlow made a motion, seconded by Mr. Armstrong to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:19 p.m.

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Dan Rife, Mayor

Traci Cox, City Clerk

PRESENTATIONS/ PROCLAMATIONS

PUBLIC HEARINGS

OLD BUSINESS

COUNCIL BILL NO. 22-22 **ORDINANCE NO. ____________**

An Ordinance declaring the name of Caroline Street is changed to Harlow Street, as recommended by the Public Works Committee on April 16, 2019, in the City of Carthage Missouri.

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

SECTION I: Caroline Street located in the City of Carthage, Missouri, listed in a land plat recorded with the Jasper County Recorder of Deeds in Book 2491 Page 0491 and specifically described fully as: ALL THAT PART OF THE EAST HALF (E1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 31 WEST AND ALL THAT PART OF LOTS 19-52, 65-68 OF FAIRVIEW SECOND ADDITION ALL BEING IN THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE EAST HALF (E1/2) OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 15, THENCE N00'23'54"E ALONG THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST (NW1/4) OF SAID SECTION 15, 1322.66 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SE1/4) OF SAID NORTHWEST QUARTER (NW1/4); THENCE N00'45'16"E ALONG THE EAST LINE THE NORTHEAST QUARTER (NE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 15, 29.98 FEET; THENCE S89'26'58"W, 30.01 FEET TO A POINT ON THE WEST RIGHT-OFWAY LINE OF RIVER STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING: THENCE CONTINUING S89'26'58"W, 370.21 FEET; THENCE S00'45'16"W, 789.39 FEET; THENCE S89'26'58"W, 199.00 FEET; THENCE N00'45'16"E; 125.00 FEET; THENCE S89'26'58"W, 713.30 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4); THENCE N00'39'36"E ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4), 634.38 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4); THENCE N00'34'16"E ALONG THE WEST LINE OF THE NORTHEAST QUART (NE1/4) OF SAID NORTHWEST QUARTER (NW1/4), 655.57 FEET TO A POINT ON THE SOUTH LINE OF GURLEY'S ADDITION TO THE CITY OF CARTHAGE; THENCE N89'11'24"E ALONG SAID SOUTH LINE OF GURLEY'S ADDITION, 330.77 FEET TO THE SOUTHEAST CORNER OF SAID GURLEY'S ADDITION; THENCE N00'45'16"E ALONG THE EAST LINE OF SAID GURLEY'S ADDITION, 5.78FEET; THENCE N89'33'26"E, 390.01 FEET TO THE SOUTHEAST CORNER OF LOT 15 IN FAIRVIEW SECOND ADDITION TO THE CITY OF CARTHAGE; THENCE N00'45'16"E ALONG THE EAST LINE OF SAID LOT 15, 65.02 FEET; THENCE N89'33'26"E, 394.89 FEET; THENCE S00'45'16"W, 300.00 FEET; THENCE S37'33'06"W, 58.00 FEET; THENCE S52'30'11"E, 88.27 FEET; THENCE S00'45'16"W, 127.36 FEET; THENCE N89'26'58"E, 134.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF RIVER STREET; THENCE S00'45'16"W, 170.02 FEET TO THE POINT OF BEGINNING. CONTAINING 32.0 ACRES, MORE OR LESS. SUBECT TO AN EXISTING EASEMNETS OR RESCTRICTIONS OF RECORD.

Shall have its name changed and be known as Harlow Street, in the City of Carthage, Missouri.

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

PASSED AND APPROVED THIS _______ DAY OF _________________, 2022.

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MAYOR

ATTEST:

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CITY CLERK

Sponsored by: Public Works Committee

NEW BUSINESS

COUNCIL BILL NO. 22-23 **ORDINANCE NO. __________**

AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN AN AMENDED AND RESTATED CITY OF CARTHAGE, MISSOURI, POLICEMEN'S AND FIREMEN'S PENSION PLAN DOCUMENT THAT RENAMES THE PLAN THE "CITY OF CARTHAGE, MISSOURI, POLICE AND FIRE PENSION PLAN" AND THAT OTHERWISE MAKES THE PLAN GENDER NEUTRAL. SUCH AMENDMENT AND RESTATEMENT OF THE PLAN IS AS RECOMMENDED BY THE POLICEMEN'S AND FIREMEN'S PENSION COMMITTEE, WHICH SHALL FORTHWITH BE RENAMED THE POLICE AND FIRE PENSION PLAN COMMITTEE.

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 sign an amended and restated City of Carthage, Missouri, Policemen's and Firemen's Pension Plan document that renames the Plan the City of Carthage, Missouri, Police and Fire Pension Plan and that otherwise makes the Plan gender neutral, a copy of such amended and restated Plan document being attached hereto and incorporated herein as if set out in full.

SECTION II: The Policemen's and Firemen's Pension Committee shall be renamed the Police and Fire Pension Plan Committee.

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

PASSED AND APPROVED THIS ________ DAY OF ________, 2022.

____

Dan Rife, Mayor

ATTEST:

____

Traci Cox, City Clerk

Sponsored by: Police & Fire Pension Committee

AMENDED AND RESTATED

CITY OF CARTHAGE, MISSOURI

POLICE AND FIRE PENSION PLAN

TABLE OF CONTENTS

CITY OF CARTHAGE, MISSOURI
POLICE AND FIRE PENSION PLAN
AMENDED AND RESTATED EFFECTIVE JULY 1, 2022

THIS AGREEMENT, was previously made and restated the 1st day of September, 2015, by and between the City of Carthage, Missouri (herein referred to as the "Employer") and BMO Harris Bank, N.A. (herein referred to as the "Trustee"). This Amended and Restated Agreement is made and entered into the 1st day of July, 2022, between the Employer and the Trustee.

WITNESSETH

WHEREAS, the Employer heretofore established a Pension Plan and Trust originally effective July 1, 1973, known as City of Carthage, Missouri, Policemen's and Firemen's Pension Plan (herein referred to as the "Plan") in recognition of the contribution made to its successful operation by its employees and for the exclusive benefit of its eligible employees; and

WHEREAS, under the terms of the Plan, the Employer has the ability to amend the Plan, provided the Trustee joins in such amendment if the provisions of the Plan affecting the Trustee are amended; and

WHEREAS, effective the 1st day of September, 2015, the Employer and the Trustee amended and restated the Plan in its entirety.

NOW, THEREFORE, effective the 1st day of July, 2022 (the "Effective Date"), or as otherwise provided in Section 1.14 or otherwise herein, the Employer and Trustee in accordance with the provisions of the Plan pertaining to amendments thereof amend and restate the Plan to gender neutralize and rename the Plan, City of Carthage, Missouri, Police and Fire Pension Plan as follows:

ARTICLE I
DEFINITIONS

1.1 "Accrued Benefit" shall be the retirement benefit a Participant would receive at Participant's Normal Retirement Date based upon the retirement benefit formula as provided in Section 5.3 of this Agreement, multiplied by a fraction, not greater than one (1), the numerator of which is the Participant's total number of Years of Credited Service as of the Participant's date of retirement or termination of employment and the denominator of which is the aggregate number of Years of Credited Service the Participant will have accumulated if Participant continued Participant's employment until Participant's Normal Retirement Date. In the event a Participant terminates employment prior to Normal Retirement Date, the Participant's Accrued Benefit shall be equal to the amount as determined above, using the Participant's Average Monthly Compensation computed as of the

Participant's date of termination of employment or earlier termination of status as an Eligible Employee.

1.2 Not Used.

1.3 "Actuarial Equivalent" shall mean a form of benefit differing in time, period, or manner of payment from a specific benefit provided under the Plan but having the same value when computed using pre-retirement at 7% interest, post-retirement 1971 Individual Annuity Mortality Table at 6% (all lives treated as males).

Notwithstanding the foregoing, the mortality table and the interest rate for the purposes of determining an Actuarial Equivalent amount (other than non-decreasing life annuities payable for a period not less than the life of a Participant or, in the case of a Pre-Retirement Survivor Annuity, the life of the surviving spouse) shall be the mortality table and the interest rates specified above or the "Applicable Mortality Table" and the "Applicable Interest Rate" described below, whichever produces the greater benefit:

(a) The "Applicable Mortality Table" means effective January 1, 2008, the mortality table, as modified by the Secretary of the Treasury, based on the table specified for the Plan Year under Code Section 430(h)(3)(A). Prior to February 1, 2008, "Applicable Mortality Table" means the table prescribed by the Secretary of the Treasury based on the prevailing commissioner's standard table (described in Code Section 807(d)(5)(A)) used to determine reserves for group annuity contracts issued on the date as of which present value is being determined (without regard to any other subparagraph of Code Section 807(d)(5)).

(b) The "Applicable Interest Rate" means, effective as of January 1, 2008, the adjusted first, second and third segment rates based on corporate bond yields, as further described in Code Section 417(e)(3)(D), for the second calendar month preceding the first day of the Plan Year in which the Annuity Starting Date occurs. Prior to February 1, 2008, "Applicable Interest Rate" means the annual rate of interest on 30-year Treasury securities determined for the first full calendar month preceding the first day of the Plan Year during which the Annuity Starting Date occurs. However, except as provided in Regulations, if a Plan amendment (including this amendment and restatement) changes the time for determining the "Applicable Interest Rate" (including an indirect change as a result of a change in the Plan Year), any distribution for which the Annuity Starting Date Occurs in the one-year period commencing at the time the Plan amendment is effective (if the amendment is effective on or after the adoption date) must use the interest rate as provided under the terms of the Plan after the effective date of the amendment, determined at either the date for determining the interest rate before the amendment or the date for determining the interest rate after the amendment, whichever results in the larger distribution. If the Plan amendment is adopted retroactively (that is, the amendment is effective prior to the adoption date), the Plan must use the interest rate determination date resulting in the larger distribution for the period beginning with the effective date and ending one year after the adoption date.

In the event this Section is amended, the Actuarial Equivalent of a Participant's Accrued Benefit on or after the date of change shall be determined as the greater of (1) the Actuarial Equivalent of the Accrued Benefit as of the date of change computed on the old basis, or (2) the Actuarial Equivalent of the total Accrued Benefit computed on the new basis.

1.4 "Age" shall mean age at last birthday.

1.5 "Agreement" or "Plan" shall mean this instrument renamed City of Carthage, Missouri, Police and Fire Pension Plan, including all amendments thereto.

1.6 "Anniversary Date" means July 1.

1.7 "Average Monthly Compensation" means the monthly Compensation of a Participant averaged over the five (5) consecutive Plan Years of Service which produce the highest monthly average. If a Participant has less than 60 months of service from Participant's date of participation to Participant's date of termination, Participant's Average Monthly Compensation will be based on Participant's monthly Compensation during Participant's months of service from Participant's date of participation to Participant's date of termination. Compensation subsequent to termination of status as an Eligible Employee shall not be recognized except as provided in Section 1.12(a).

1.8 "Beneficiary" means the person designated as provided in Section 5.5 to receive the benefits which are payable under the Plan upon or after the death of a Participant.

1.9 "City Council" means the City Council of the Employer. The term "Mayor" shall mean the Mayor of the Employer.

1.10 "Code" means the Internal Revenue Code of 1986, as amended, or replaced from time to time.

1.11 "Contribution Account" means the bookkeeping account established for each Participant, which shall consist of Participant's total Employee contributions under this Plan accumulated with interest at the rate of five percent (5%) per annum from the end of the Plan Year such contributions were made to The Anniversary

Date coincident with or next preceding the date benefit payments commence under this Plan (or the date the Participant's Contribution Account is paid due to Participant's termination of employment or death). Employees who become Participants on or after July 1, 1989, are not required to contribute to this Plan and, therefore, will not be entitled to any Contribution Account benefit.

1.12 "Compensation" with respect to any Participant means such Participant's regular basic earnings plus all forms of extraordinary earnings such as overtime, shift differential, commissions, bonuses, but excluding non-cash compensation and reimbursed expenses. A Participant's "Monthly Earnings" shall be determined by accumulating the Participant's Compensation while an Eligible Employee for the entire Plan Year and dividing the total by twelve (12), or the number of months during which the participant was an Eligible Employee during a Plan Year if less than twelve (12). In the event that, due to layoff, disability, or other reason, a Participant who is also an Eligible Employee does not receive Compensation for any month, that Participant shall be credited with Compensation for such month in the amount of the Participant's regular basic monthly rate of earnings in effect when the Participant last received compensation from the Employer. Compensation shall include amounts which are contributed by the Employer pursuant to a salary reduction agreement and which are not includible in the gross income of the Participant under Code Sections 125, 132(f)(4) and for Plan Years beginning after December 31, 2000, Compensation shall also include amounts not includible in Participant gross income pursuant to Code Sections 402(e)(3), 402(h)(1)(B), 403(b) or 457(b) as well as Employee contributions described in Code Section 414(h)(2) that are treated as Employer contributions.

For purposes of this Section, the determination of Compensation shall be made by:

(a) Effective for Plan Years beginning on and after July 1, 2007, making the following adjustments for amounts that are paid after a Participant's severance from employment with the Employer and by the later of 2 ½ months after a Participant's severance from employment with the Employer or the end of the Plan Year that includes the date of the Participant's severance from employment with the Employer. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered Compensation, even if payment is made within the time period specified above.

(1) **Regular pay.** Compensation shall include regular pay after severance of employment if:

(i) The payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and

(ii) The payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.

(2) **Leave cashouts**. Leave cash-outs shall be included in Compensation if those amounts would have been included in the definition of Compensation if they were paid prior to the Participant's severance from employment with the Employer, and the amounts are for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued.

(3) **Deferred compensation**. Deferred compensation shall be included in Compensation if those amounts would have been included in the definition of Compensation if they were paid prior to the Participant's severance from employment with the Employer maintaining the Plan, and the amounts are received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

(4) **Salary continuation payments for military service Participants.** Payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code Section 414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service shall be excluded from Compensation.

(5) **Salary continuation payments for disabled Participants.** Compensation excludes compensation paid to a Participant who is permanently and totally disabled (as defined in Code Section 22(e)(3)).

(b) Effective for the Plan Year commencing July 1, 2002, compensation in excess of $200,000 (or such other amount provided in the Code) shall be disregarded. Such amount shall be adjusted for increases in the cost of living in accordance with Code Section 401(a)(17)(B), except that the dollar increase in effect on January 1 of any calendar year shall be effective for the Years beginning with or within such calendar year. If Compensation for any prior determination period is taken into account in determining a Participant's benefits for the current Plan Year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. For this purpose, in determining benefits in Plan Years beginning on or after January 1, 1989, the annual compensation limit in effect for determination periods beginning before that date is $200,000 (or such other amount as adjusted for increases in the cost of living in accordance with Code Section 415(d) for determination periods beginning on or after January 1, 1989, and in accordance with Code Section 401(a)(17)(B) for determination periods beginning on or after January 1, 1994). For any short Plan Year the Compensation limit shall be an amount equal to the Compensation limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12).

1.13 "Contract" or "Policy" shall mean a life insurance policy or annuity contract (group or individual) issued by the insurer as elected.

1.14 "Effective Date" this Plan was initially effective July 1, 1973, and was completely restated effective July 1, 1997, again thereafter October 28, 2003, and again thereafter as of September 1, 2015. This document shall be effective as of July 1, 2022, except as otherwise provided herein. The terms and conditions of this document will apply to all benefits accrued and payable hereunder on and after that date, except as otherwise provided. The terms and conditions of the Plan as in effect prior to this restatement shall apply to all benefits whose payment commenced prior to the current Effective Date, except as otherwise provided herein. Benefits accrued prior to the Effective Date of this Plan and not yet paid were accrued according to the Plan's terms as they previously existed and will continue to be governed by the terms of this Plan.

Unless otherwise specifically provided herein, the following changes made to this Plan document in its restatement as of September 1, 2015, will be effective as of July 1, 1997 (unless noted otherwise in the text of this document or below) because they reflect clarifications of the manner in which the Plan was then operated, applied, and interpreted: Sections 1.1, 1.12, 1.19, 1.20, 1.32, 1.35, elimination of prior Section 1.37 (Years of Service), 2.1(a) through (d), 2.1(e) (effective with the appointment of the entity that is Trustee as of September 1, 2015), 2.2, 5.2(a), (b), (c), (d), and (e), 5.3, 5.4, 5.5, 6.1 (except for the provisions concerning required minimum distribution provisions whose effective date was January 1, 1997, and are now re-codified in Section 6.5 and Disability Retirement which was phased out January 1, 1997), Section 6.2 (first paragraph is effective December 31, 1977), former Section 6.2(e) and (f) (where effective date was otherwise July 1, 1997 and are now re-codified in Section 6.5), Section 7.1, 7.5, 8.1 through 8.3 (effective with the appointment of the entity that is Trustee as of September 1, 2015).

In addition, the term "Eligible Employee" was added to Sections 1.1, 1.7, 1.12, 1.20, 1.32, 1.35, 6.1, 7.1 in this Restatement. These additions are effective as of the original Effective Date of July 1, 1973, to clarify that the determinations of Compensation, Service, Vesting, eligibility for Early Retirement and entitlement to Death Benefits are based upon service with the City, compensation from the City and participation only as Eligible Employees.

This Plan is renamed effective July 1, 2022 as the City of Carthage, Missouri, Police and Fire Pension Plan.

1.15 "Early Retirement Date" means the first day of the month (prior to the Normal Retirement Date) coinciding with or next following the date on which a Participant or Former Participant attains such individual's 50th birthday and has completed at least 15 Years of Credited Service with the Employer (Early Retirement Age).

1.16 "Eligible Employee" shall mean each Employee of the Employer who is an active firefighter or police officer, excluding (a) any such Employee whose customary employment is for not more than one thousand (1,000) hours in any calendar year and (b) any employee of the Employer who is not an active firefighter or police officer.

1.17 "Employee" means any person who is employed by the Employer and is on the Employer's payroll. It is expressly intended that individuals not considered by the Employer to be common law employees on its payroll such as independent contractors, consultants, leased employees, personnel obtained from staffing agencies, are neither Employees or Eligible Employees, and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors, or consultants.

1.18 "Employer" means the City of Carthage, a municipal corporation, with principal offices in the State of Missouri, and shall include any incorporated and unincorporated municipal boards of the City which may wish to participate in the Plan for the benefits of their employees. Any such board shall separately execute this Plan for coverage to be effective.

1.19 "Fiduciary" means any person who (a) exercises any discretionary authority or discretionary control respecting management of the Plan or exercises any authority or control respecting management or disposition of its assets, (b) renders investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of the Plan or has any authority or responsibility to do so, or (c) has any discretionary authority or discretionary responsibility in the administration of the Plan, including, but not limited to, the Trustee, the Employer and its representative body, and the Committee.

1.20 "Former Participant" means a person who has been a Participant, but who has ceased to be a Participant for any reason, such as ceasing to be an Eligible Employee.

1.21 "Investment Manager" means any person, firm or corporation who is a registered investment adviser under the Investment Advisers Act of 1940, a bank or an insurance company, and (a) who has the power to manage, acquire, or dispose of Plan assets or to advise the Pension Committee on the investment thereof in exchange for a fee, and (b) who acknowledges in writing the person's or entity's fiduciary responsibility to the Plan.

1.22 "Late Retirement Date" means the first day of the month coinciding with or next following a Participant's actual Retirement Date after having reached Participant's Normal Retirement Date.

1.23 "Normal Retirement Date" means the first day of the month coincident with or immediately following the Participant's fifty-fifth (55^{th}) birthday.

1.24 "Participant" shall mean any Eligible Employee who becomes a Participant as provided in Article III, and has not for any reason become ineligible to participate further in the Plan including any person who has an Accrued Benefit under the Plan.

1.25 "Pension Committee or Committee" means the Pension Committee as provided in Article VII hereof.

1.26 "Plan Year" means the Plan's accounting year of twelve (12) months commencing on July 1 of each year and ending the following June 30.

1.27 "Present Value of Accrued Benefit" means the value of a Participant's Accrued Benefit at date of valuation determined pursuant to Section 1.3.

1.28 "Qualified Health Insurance Premiums" means premiums for a Participant who satisfies the conditions for eligibility under Section 5.12 for coverage for the Participant, Participant's spouse, or dependents (as defined in Code Section 152) by an accident or health plan or qualified long-term care insurance contract (as defined in Code Section 7702B(b)).

1.29 "Regulation" means the Income Tax Regulations as promulgated by Secretary of the Treasury or the Secretary's delegate, and as amended from time to time.

1.30 "Retired Participant" means a person who has been a Participant, but who has become entitled to retirement benefits under the Plan.

1.31 "Retirement Date" means the date as of which a Participant retires by terminating employment with the Employer, whether such retirement occurs on a Participant's Early Retirement Date, Normal Retirement Date, or Late Retirement Date.

1.32 "Service" or "Credited Service" means the sum of the amounts determined under (a) and (b).

(a) The number of full years and completed months of continuous employment by the Employer of an Eligible Employee Participant from such individual's last hiring date to July 1, 1973.

(b) The number of full years and completed months of employment by the Employer of an Eligible Employee Participant from the later of July 1, 1973, and the individual's original hiring date to the calculation date. Interrupted periods of employment shall be aggregated for the purpose of determining an Eligible Employee Participant's total service.

For purposes of (a) and (b), employment shall not be broken and shall be credited for absences of an Eligible Employee Participant due to vacation, temporary sickness, or injury. Such employment shall not be broken, but shall not be credited for absences due to the following causes as well:

(i) Total and Permanent Disability where the Eligible Employee Participant recovers and returns to employment in accordance with Section 5.6.

(ii) Leaves of Absence duly granted by the Employer to an Eligible Employee Participant continuing for a period of not more than two (2) years, with all Eligible Employees Participants under similar circumstances being treated alike.

(iii) Lay-off of an Eligible Employee Participant for lack of work or other cause continuing for a period of not more than one (1) year.

Service shall be used only to determine eligibility of Employees for participation or benefits contained in this Plan.

Notwithstanding any provision of this Plan to the contrary, effective December 12, 1994, contributions, benefits, and service will be provided in accordance with Code Section 414(u) with respect to "Qualified Military Service" and, effective January 1, 2007, in accordance with Code Section 401(a)(37).

1.33 "Spouse" means, effective September 16, 2013, a person to whom a Participant is legally married under the laws of the state where the marriage occurred and was performed (regardless of the laws of the state where the Participant or the Spouse are domiciled) on the date on which the Participant's marital status must be determined under the Plan. For avoidance of doubt, any references to "spousal" or "married" in this Plan shall be determined in accordance with this Section.

1.34 "Survivor Annuity" means an annuity form of payment for the life of the surviving spouse of a Participant.

1.35 "Terminated Participant" means a person who has been a Participant, but whose employment, or employment as an Eligible Employee, has been terminated other than by death, total and permanent disability, or retirement.

1.36 "Trustee" means the person or entity named as Trustee herein or in any separate trust forming a part of this Plan, and any successors.

This Trustee shall at all times be a banking corporation organized and doing business under the laws of the United States of America or any state therein, authorized under such laws to exercise corporate trust powers and subject to supervision or examination by Federal or State authority. The City Council may remove the Trustee at any time upon notice required by the terms of the Trust Agreement; and upon such removal or upon the resignation of the Trustee, the Board of Directors shall designate and appoint a successor Trustee.

1.37 "Trust Fund" means the assets of the Plan and Trust as the same shall exist from time to time.

1.38 "Vested" means the portion of a Participant's Accrued Benefit that is nonforfeitable. Credited Service shall be used only to determine eligibility of Employees for participation or benefits contained in this Plan.

ARTICLE II
ADMINISTRATION

2.1 POWERS OF RESPONSIBILITIES OF THE EMPLOYER AND THE ADMINISTRATOR

(a) The Administrator of the Plan shall be the Pension Committee as described herein. The Committee will have full power to administer the Plan and invest the Trust Fund subject to applicable requirements of law consistent with the provisions of Article VII hereof and any contrary directions from the Employer.

(b) The Employer shall be empowered to appoint and remove the Committee, or any member thereof, from time to time as it deems necessary for the proper administration of the Plan and to assure that the Plan is being operated for the exclusive benefit of the Participants and their Beneficiaries in accordance with the terms of this Agreement, the Code, and the Act.

(c) The Employer shall establish a "funding policy and method"; i.e., it shall determine whether the Plan has a short run need for liquidity (e.g., to pay benefits) or whether liquidity is a long run goal and investment growth (and stability of same) is a more current need, or shall appoint a qualified person to do so. The Employer or its delegate shall communicate such needs and goals to the Committee, who shall coordinate such Plan needs with its investment policy. The communication of such a "funding policy and method" shall not, however, constitute a directive to the Committee or any such Investment Manager or Trustee as to the specific investment of the Trust Funds. Such "funding policy and method" shall be consistent with the objectives of this Plan and any applicable requirements of Missouri law and such funding policy shall advise the Committee and Investment Manager of the Plan's financial objectives to inform their investment strategies and investment policy.

(d) The Committee may in its discretion appoint an Investment Manager to manage all or a designated portion of the assets of the Plan, or terminate such appointment, or direct the investments of the Plan. In such event, the Trustee shall follow the directives of the Investment Manager in investing the assets of the Plan and Trust managed by the Investment Manager or the directions of the Committee with respect to Plan and Trust assets managed by the Committee. Provided, however, that the Committee shall advise the Employer of all selections and removals of Investment Managers. And, the Employer may, at any time and in its discretion appoint, or terminate the appointment, of any Investment Manager or direct the Committee with respect to the investment of Plan and Trust.

(e) The Trustee shall be a directed Trustee and shall not be responsible for exercising any discretion in the investment of Plan and Trust assets unless specifically provided in such Trust agreements to which the Trustee is a party and agrees to such delegation of investment responsibilities. Otherwise, consistent with its Trust agreement, the Trustee shall accept and follow the investment directions of each Investment Manager and the Committee.

(f) The Employer shall periodically review the performance of any Fiduciary or other person to whom duties have been delegated or allocated by it under the provisions of this Plan or pursuant to procedures established hereunder. This requirement may be satisfied by formal periodic review by the Employer or by a qualified person specifically designated by the Employer, through day to day conduct and evaluation, or through other appropriate ways.

2.2 ASSIGNMENT, DELEGATION AND DESIGNATION OF ADMINSITRATIVE AUTHORITY

The Employer shall appoint one or more persons to serve on the Pension Committee. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve on the Committee. Any person so appointed shall signify such Person's acceptance by filing written acceptance with the Employer. A Committee member may resign by delivering the Committee Member's written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Pension Committee if no date is specified.

The Employer, upon the resignation or removal of a Committee member, shall promptly designate in writing a successor to this position.

ARTICLE III
ELIGIBILITY

3.1 CONDITIONS OF ELIGIBILITY, PARTICIPATION AND EFFECTIVE DATE OF PARTICIPATION

(a) An Eligible Employee shall be eligible for participation on the Eligible Employee's employment date and shall be automatically enrolled as a Participant in the Plan on that date. A Terminated Participant who later resumes employment with the Employer as an Eligible Employee shall be eligible for participation on Terminated Participant's reemployment date and shall be reenrolled on that date. The records of the Employer, as certified to the Pension Committee, with respect to Continuous Service, termination of Continuous Service, temporary suspension of Employees, leaves of absence, eligibility herein, reemployment and compensation and any and all other matters dealing with matters of employment of an Eligible Employee or Participant, shall be conclusive.

(b) Each Employee shall be furnished a summary of the Plan when the Employee becomes an Eligible Employee and shall be provided with any forms that the Pension Committee determines to be necessary to participate in the Plan.

(c) Upon an Eligible Employee becoming a Participant, the Participant shall be bound then by the terms of this Plan and the Trust Agreement, including all amendments to the Plan and the Trust Agreement made in the manner herein authorized as well as all interpretations and determinations made by the Pension Committee.

3.2 DETERMINATION OF ELIGIBILITY

The Pension Committee shall determine the eligibility of each Eligible Employee for participation in the Plan based upon information furnished by the Employer. Such determination shall be conclusive and binding upon all persons, as long as the same is made in accordance with this Agreement. Such determination shall be subject to review per Section 7.11.

3.3 EFFECTIVITY

The foregoing provisions of Sections 3.1 and 3.2 are restated to read as provided above to be effective when the provisions of this Plan were modified to eliminate the requirement for Participant contributions as a condition to participate.

ARTICLE IV
CONTRIBUTION AND VALUATION

4.1 PAYMENT OF CONTRIBUTIONS

The Employer shall pay to the Trustee from time to time such amounts in cash or property acceptable to the Trustee as the Pension Committee and Employer shall determine to be necessary to provide the benefits under the Plan determined by the application of accepted actuarial methods and assumptions. The method of funding shall be consistent with Plan objectives.

ARTICLE V
MONTHLY RETIREMENT BENEFITS

5.1 MONTHLY RETIREMENT INCOME

Monthly Retirement Income payable under the terms of this Article shall be subject to the restrictions and limitations as specified in the Plan and shall be paid by the Trustee only by or at the direction of the Pension Committee. Neither the Employer, Pension Committee nor the Trustee shall be under any obligation to pay any Monthly Retirement Income other than from the Trust Fund.

5.2 THE BASIC FORM OF MONTHLY RETIREMENT INCOME AND ELECTION OF ALTERNATIVE FORMS

The basic form of Monthly Retirement Income shall be a monthly income commencing on the Participant's Early, Normal, or Late Retirement Date and continuing for Participant's lifetime thereafter. Prior to Participant's Early, Normal, or Late Retirement Date, the Participant may elect in a written application provided by the Pension Committee to receive Participant's Monthly Retirement Income in one of the alternative forms listed below. As of the Effective Date, such election shall not be filed more than ninety (90) days in advance of the Retirement Date selected, i.e., Early, Normal or Late Retirement Date. Each of the alternative forms shall be the Actuarial Equivalent of the Monthly Retirement Income payable under the basic form as determined and calculated at the Participant's Early, Normal or Late Retirement Date as specified in this Article V and shall commence as of the Member's Early, Normal, or Late Retirement Date as appropriate. The following alternative forms of payment shall be provided:

(a) A monthly income payable under the basic form, which shall be a level monthly annuity for the life of the Participant.

(b) A reduced monthly income payable for the Participant's lifetime with a guaranteed number of payments, as selected by the Participant, of either sixty (60), one hundred and twenty (120), or one hundred and eighty (180) with the remaining number of guaranteed payments to be payable to the Participant's designated Beneficiary upon the Participant's death prior to payment of all of the guaranteed number of payments.

(c) A reduced monthly income payable for the lifetime of the Participant, and continuing thereafter, in a fractionally smaller amount if so selected by the Participant, to a survivor designated in writing by the Participant. Should the survivor named by the Participant die prior to the Participant's Early, Normal, or Late Retirement Date, the election shall be void and the Monthly

Retirement Income shall be paid under the basic form. Should the survivor die after the monthly income has commenced to the Participant, no alternative survivor can be named. The fractional amount that may be continued to a survivor shall be either fifty percent (50%) or one hundred percent (100%) of the reduced Monthly Retirement Income amount payable to the Participant.

(d) A monthly income payable for a guaranteed number of payments, as selected by the Participant, of either one hundred and twenty (120), one hundred and forty four (144), one hundred and eighty (180) or two hundred and forty (240) with the remaining number of guaranteed payments to be payable to the Participant's designated Beneficiary upon the Participant's death prior to payment of all of the guaranteed number of payments, but with no lifetime guaranteed payment to the Participant.

(e) Entirely in the form of a "qualified" joint and survivor annuity which shall be a reduced monthly income payable for the lifetime of the Participant and continuing thereafter to the Participant's Spouse, in a fractionally smaller amount equal to either one-half (50%) or one hundred percent (100%) of the Participant's monthly payment, as selected by the Participant, for the lifetime of said Participant's Spouse.

(f) Each Participant who is married and who is eligible to make an election under Section 5.2(e) shall be furnished, prior to making said election, a written explanation, in a manner calculated to be understood, of the terms and conditions of the "qualified" joint and survivor at annuity, as specifically applicable to said Participant and Participant's Spouse.

(g) In the event that no election is effectively made, the manner of distribution shall be as provided in subsection (a). Notwithstanding the above, the event that (1) no election is effectively made, (2) the Participant is married on the date at which his Monthly Retirement Income is to commence and (3) said Participant had been married throughout the one-year period ending on the date at which his Monthly Retirement Income is to commence, the manner of distribution shall be as provided in Section 5.2(e).

(h) For purposes of Section 5.2(e) the term "Spouse" shall mean the Participant's spouse on whichever of the following dates is applicable: (1) the date when Participant affirmatively made an election under this Section 5.2 or (2) the date when the residual clause of paragraph (g) became operative.

5.3 WHEN A PARTICIPANT LIVES TO PARTICIPANT'S NORMAL RETIREMENT DATE.

When a Participant lives to Participant's Normal Retirement Date, Participant shall be entitled to retire and to receive a Monthly Retirement Income in an amount calculated by the Actuary and certified to the Trustee by the Pension Committee. The amount of the Participant's Monthly Retirement Income under the basic form and payable on Participant's Normal Retirement Date shall be equal to two and one-half percent (2-1/2%) of the Participant's Average Monthly Compensation multiplied by Participant's years of Credited Service up to twenty (20) years plus one percent (1%) multiplied by Participant's years of Credited Service in excess of twenty (20) but not in excess of thirty-five (35).

Unless payments of Monthly Retirement Income have commenced earlier, Monthly Retirement Income shall commence to a Participant who has terminated employment from the Employer on the first day of the month following his or her Normal Retirement Date. In the absence of an election to the contrary, Monthly Retirement Income shall be payable in the form specified in Section 5.2(a) if the Participant is unmarried or Section 5.2(e) if the Participant is married, in the 50% form.

5.4 LATE RETIREMENT

If a Participant remains in the employ of the Employer after Participant's Normal Retirement Date, no Monthly Retirement Income shall be paid until the Participant's Late Retirement Date. At the Participant's actual retirement on Participant's Late Retirement Date, the Participant shall be entitled to the greater of the Actuarial Equivalent of the benefit Participant would have received at Participant's Normal Retirement Date or the benefit determined in Section 5.3 using the Participant's Credited Service and Average Monthly Compensation determined as of the Participant's Late Retirement Date. In such event, no retirement benefit will be paid to the Participant until Participant actually retires.

5.5 EARLY RETIREMENT BENEFITS

At the request of the Employer or upon the written application of the Participant, a Participant whose attained age is at least fifty (50) and who has completed fifteen (15) years or more of Credited Service may retire as of an Early Retirement Date. Commencing with Participant's Early Retirement Date, such Member shall be entitled to a reduced Monthly Retirement Income which shall be equal to Participant's Accrued Benefit as of Participant's Early Retirement Date, reduced by five-twelfths of one percent (5/12%) for each month by which Participant's Early Retirement Date precedes Participant's Normal Retirement Date.

5.6 PAYMENT OF BENEFITS

Unless the Participant otherwise elects, any payment of benefits to the Participant shall begin not later than sixty (60) days after the latest of (i), (ii), and (iii):

(i) the Participant's Normal Retirement Date;

(ii) the tenth (10^{th}) Participation Date after the Employee became a Participant;

(iii) and termination of employment of the Participant.

5.7 BENEFIT FORMS

Each Participant entitled to receive benefits under this Article V shall complete such forms and furnish such proof as shall be required by the Pension Committee.

5.8 CODE SECTION 415 LIMITATIONS

For purposes of this Article, effective with the first day of the first "limitation year" beginning after December 31, 1994, "annual benefit" means the benefit payable annually under the terms of the Plan (exclusive of any benefit not required to be considered for purposes of applying the limitations of Code Section 415 to the Plan) payable in the form of a straight life annuity with no ancillary benefits. If the benefit under the Plan is payable in any other form, the "annual benefit" shall be adjusted to the equivalent of a straight life annuity in a manner consistent with regulations issued pursuant to Code Section 415 and in a manner designed to produce the maximum possible Participant benefit. Benefit increases resulting from the increase in the limitations of Code Section 415(b), as specified in Code Section 415(d), will be provided to all Employees participating in the Plan who have one hour of service on or after the first day of the first "limitation year" ending after December 31, 2001.

5.9 MAXIMUM ANNUAL BENEFIT

(a) Notwithstanding the foregoing and subject to the exceptions below, the maximum "annual benefit" payable to a Participant under this Plan in any "limitation year" shall equal the lesser of: (1) $90,000 payable as a straight life annuity, or (2) one hundred percent (100%) of the Participant's "415 Compensation" averaged over the three consecutive "limitation years" (or actual number of "limitation years" for Employees who have been employed for less than three consecutive "limitation years") during which the Employee had the greatest aggregate "415 Compensation" from the Employer. As of the Effective Date of this Plan, the foregoing limitation at Section 5.9(a)(2) shall no longer apply.

The foregoing limitations as adjusted under Code Section 415(d) will apply to "limitation years" ending with or within the calendar year for which the adjustment applies. In the case of a Participant who has had a severance from employment with the Employer, the defined benefit dollar limitation of

Section 5.9(a)(1) and the compensation limitation of Section 5.9(a)(2) applicable to the Participant in any "limitation year" beginning after the date of severance shall be automatically adjusted under Code Section 415(d).

(b) For purposes of applying the limitations of Code Section 415, the "limitation year" shall be the Plan Year. All qualified plans maintained by the Employer must use the same "limitation year." If the "limitation year" is amended to a different twelve (12) consecutive month period, the new "limitation year" must begin on a date within the "limitation year" in which the amendment is made.

(c) Notwithstanding anything in this Article to the contrary, if the Plan was in existence on May 6, 1986, and had complied at all times with the requirements of Code Section 415, the maximum "annual benefit" for any individual who is a Participant as of the first day of the "limitation year" beginning after December 31, 1986, shall not be less than the "current accrued benefit." "Current accrued benefit" shall mean a Participant's Accrued Benefit under the Plan; determined as if the Participant had separated from service as of the close of the last "limitation year" beginning before January 1, 1987, when expressed as an annual benefit within the meaning of Code Section 415(b)(2). In determining the amount of a Participant's "current accrued benefit," the following shall be disregarded: (1) any change in the terms and conditions of the Plan after May 5, 1986; and (2) any cost of living adjustment occurring after May 5, 1986. Furthermore, the application of the provisions of this Article shall not cause the maximum permissible benefit for any Participant to be less than the greater of (1) the "annual benefit" under the preceding paragraph or (2) the Participant's accrued benefit under all the defined benefit plans of the Employer or a predecessor employer as of the end of the last "limitation year" beginning before July 1, 2007 under provisions of the plans that were both adopted and in effect before April 5, 2007.

(d) .

(e) If the Participant has fewer than 10 years of participation in the Plan, the defined benefit dollar limitation specified in Section 5.9(a) above, shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of participation in the Plan and (ii) the denominator of which is 10. In the case of a Participant who has fewer than 10 years of service with the employer, the defined benefit compensation limitation shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of service with the employer and (ii) the denominator of which is 10.

(f) For the purpose of this Article, all qualified defined benefit plans (whether terminated or not) ever maintained by the Employer shall be treated as one defined benefit plan. If a Participant is, or has ever been, a participant in more than one defined benefit plan maintained by the Employer, the sum of the Participant's "annual benefits" from all such plans may not exceed the maximum "annual benefit" of this Section 5.9. Where the Participant's Employer-provided benefits under all defined benefit plans ever maintained by the Employer (determined as of the same age) would exceed the maximum "annual benefit" applicable at that age, the Employer will reduce the rate of accrual in this Plan to the extent necessary so that the total "annual benefit" payable at any time under such plans will not exceed the maximum "annual benefit."

(g) For the purpose of this Article, if the Employer is a member of a controlled group of corporations, trades or businesses under common control (as defined by Code Section 1563(a) or Code Section 414(b) and (c) as modified by Code Section 415(h)) or is a member of an affiliated service group (as defined by Code Section 414(m)), all Employees of such Employers shall be considered to be employed by a single Employer.

(h) For the purpose of this Article, if this Plan is a Code Section 413(c) plan, each Employer who maintains this Plan will be considered to be a single Employer.

(i) Notwithstanding anything contained in this Article to the contrary, the limitations, adjustments and other requirements prescribed in this Article shall at all times comply with the provisions of Code Section 415 and the Regulations thereunder. Further, the provisions of this Article will be applied, and interpreted, in a manner to result in the greatest possible maximum benefit applicable to any Participant that would result by applying the most favorable (to the Participant) interpretation of Code Section 415 and the Regulations thereunder, as is permissible under law.

5.10 ADJUSTMENTS OF ANNUAL BENEFIT AND LIMITATIONS

(a) If the "annual benefit" begins before the Participant's Social Security Retirement Age, but on or after age 62, the $90,000 limitation shall be reduced by: (1) in the case of a Participant whose Social Security Retirement Age is 65, 5/9 of 1% for each month by which benefits commence before the month in which the Participant attains age 65, or (2) in the case of a Participant whose Social Security Retirement Age is greater than 65, 5/9 of 1% for each of the first 36 months and 5/12 of 1% for each additional month (up to 24) by which benefits commence before the month in which the Participant attains Social Security Retirement Age. If the "annual benefit" begins before age 62, the $90,000 limitation shall be the actuarial equivalent of the Participant's limitation for benefits commencing at age 62, reduced for each month by which benefits commence before the month in which the~~,~~ Participant attains age 62.

Effective for limitation years commencing on or after July 1, 2002, if the benefit of a Participant begins prior to age 62, the defined benefit dollar limitation applicable to the Participant at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the actuarial equivalent of the defined benefit dollar limitation applicable to the Participant at age 62 (adjusted under Section 5.10(a) above, if required). The defined benefit dollar limitation applicable at an age prior to age 62 is determined as the lesser of (i) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using the applicable interest rate and mortality table and (ii) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a 5 percent interest rate and the applicable mortality table. Any decrease in the defined benefit dollar limitation determined in accordance with this paragraph shall not reflect a mortality decrement if benefits are not forfeited upon the death of the Participant. If any benefits are forfeited upon death, the full mortality decrement is taken into account.

Effective for Plan Years beginning on or after July 1, 1987, the adjustments required by this Section 5.10(a) shall not apply to any Participant that has at least fifteen (15) years of Credited Service considered under this Plan.

In order to determine actuarial equivalence for this purpose, the lesser of the equivalent amount computed using the Plan interest rate and Plan mortality table and the amount computed using five percent (5%) interest and the "Applicable Mortality Table" as described below shall be used. The mortality decrement shall be ignored to the extent that a forfeiture does not occur at death.

(b) If the "annual benefit" begins after the Participant's Social Security Retirement Age the \$90,000 limitation shall be increased so that it is the actuarial equivalent of the \$90,000 limitation at the Participant's Social Security Retirement Age. In order to determine actuarial equivalence for this purpose, the lesser of the equivalent amount computed using the Plan interest rate and Plan mortality table (or other tabular factor) used for actuarial equivalent for late retirement benefits under the Plan and the equivalent annual amount computed using five percent (5%) and the "Applicable Mortality Table" shall be used. The mortality decrement shall be ignored to the extent that a forfeiture does not occur at death.

Effective for limitation years commencing on or after July 1, 2002, if the benefit of a Participant begins after the Participant attains age 65, the defined benefit dollar limitation applicable to the Participant at the later age is the annual benefit payable in the form of a straight life annuity beginning at the later age that is actuarially equivalent to the defined benefit dollar limitation applicable to the Participant at age 65 (adjusted under (1) above, if required). The actuarial equivalent of the defined benefit dollar limitation applicable at an age after age 65 is determined as (i) the lesser of the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using the applicable interest rate and mortality table and (ii) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a 5 percent interest rate assumption and the applicable mortality table. For these purposes, mortality between age 65 and the age at which benefits commence shall be ignored.

(c) For purposes of adjusting the "annual benefit" to a straight life annuity, the equivalent "annual benefit" shall be the greater of the equivalent "annual benefit" computed using the Plan interest rate and Plan mortality table (or other tabular factor) and the equivalent "annual benefit" computed using five percent (5%) interest rate assumption and the "Applicable Mortality Table." If the "annual benefit" is paid in a form other than a non-decreasing life annuity payable for a period not less than the life of a Participant or, in the case of a Pre-Retirement Survivor Annuity, the life of the surviving spouse, the "Applicable Interest Rate" shall be substituted for five percent (5%) in the preceding sentence. The Applicable Mortality Table used for purposes of adjusting any benefit or limitation under Code Section 415(b)(2)(B), (C), or (D) as set forth in the Plan and the Applicable Mortality Table used for purposes of satisfying the requirements of Code Section 417(e)(3)(B).

(d) For purposes of Sections 5.9 and 5.11(b), no adjustments under Code Section 415(d) shall be taken into account before the "limitation year" for which such adjustment first takes effect.

(e) For purposes of Section 5.9, no actuarial adjustment to the benefit is required for (1) the value of a qualified joint and survivor annuity, (2) benefits that are not directly related to retirement benefits (such as a qualified disability benefit, pre-retirement death benefits, and post-retirement medical benefits), aid (3) the value of post-retirement cost-of-living increases made in accordance with Code Section 415(d) and Regulation 1.415-3(c)(2)(iii). The "annual benefit" does not include any benefits attributable to Employee contributions or rollover contributions, or the assets transferred from a qualified plan that was not maintained by the Employer.

(f) For Plan Years beginning prior to July 1, 2000, benefits under this Plan will be limited as necessary to comply with the requirements of Code Section 415(e).

(g) Effective as of the first day of the first "limitation year" beginning on or after January 1, 2000 (the "effective date"), and notwithstanding any other provision of the Plan, the Accrued Benefit for any Participant shall be determined without applying the limitation of Code Section 415(e) as in effect on the day immediately prior to the "effective date."

(h) "415 Compensation" with respect to any Participant means such Participant's wages as defined in Code Section 3401(a) and all other payments of compensation by the Employer (~~m~~ in the course of the Employer's trade or business) for a Plan Year for which the Employer is required to furnish the Participant a written statement under Code Sections 6041(d), 6051(a)(3) and 6052. "415 Compensation" must be determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)).

For "limitation years" beginning after December 31, 1997, for purposes of this Section, the determination of "415 Compensation" shall include any elective deferral (as defined in Code Section 402(g)(3)), and any amount which is contributed or deferred by the Employer at the election of the Participant and which is not includible in the gross income of the Participant by reason of Code Sections 125, 132(f)(4) for "limitation years" beginning after December 31, 2000 or 457.

Effective for "limitation years" beginning on and after July 1, 2007, 415 Compensation shall be adjusted to include or exclude compensation paid following a Participant's termination from employment from the Employer as provided in Section 1.12(a) and in a manner consistent with regulations under Code Section 415.

5.11 DIRECT ROLLOVER

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a "distributee's" election under this Section, a "distributee" may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an "eligible rollover distribution" that is equal to at least $500 paid directly to an "eligible retirement plan" specified by the "distributee" in a "direct rollover."

(b) For purposes of this Section the following definitions shall apply:

(1) An "eligible rollover distribution" is any distribution of all or any portion of the balance to the credit of the "distributee," except that an "eligible rollover distribution" does not include: any distribution that is one of a

series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the "distributee" or the joint lives (or joint life expectancies) of the "distributee" and the "distributee's" designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); the portion of any other distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); any hardship distribution described in Code Section 401(k)(2)(B)(i)(IV) made after December 31, 1999; and any other distribution that is reasonably expected to total less than $200 during a year.

(2) An "eligible retirement plan" is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), or a qualified trust described in Code Section 401(a), that accepts the "distributee's) "eligible rollover distribution," and, effective January 1, 2001, an eligible deferred compensation plan described in Code Section 457(b) which is maintained by an eligible employer described in Code Section 457(e)(1)(A), and an annuity contract described in Code Section 403(b), that accepts the distributee's eligible rollover distribution and effective January 1, 2001, the definition of "eligible retirement plan" shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p). Effective on or after January 1, 2007, in the case of "distributee" who is a non-Spouse designated Beneficiary, a direct rollover may be made only to an individual retirement account described in Code Section 408(a) or annuity described in Code Section 408(b) ("IRA") that is established on behalf of the designated Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11). However, in the case of an "eligible rollover distribution" to the surviving spouse, an "eligible retirement plan" is an individual retirement account or individual retirement annuity.

(3) A "distributee" includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p), are "distributees" with regard to the interest of the spouse or former spouse. Also, a distributee includes the Participant's non-spouse designated beneficiary under Section 1.8.

(4) A "direct rollover" is a payment by the Plan to the "eligible retirement plan" specified by the "distributee."

(c) **Participant notice.** A Participant entitled to an eligible rollover distribution must receive a written explanation of the right to a direct rollover, the tax consequences of not making a direct rollover, and, if applicable, any available special income tax elections. The direct rollover notice must be provided to all Participants, unless the total amount the Participant will receive as a distribution during the calendar year is expected to be less than $200.

5.12 PAYMENT OF QUALIFIED HEALTH INSURANCE PREMIUMS

(a) Effective January 1, 2016, a Participant who is (or was) an Eligible Employee and a public safety officer (as defined under Section 1204(9)(A) of the Omnibus Crime and Control Act of 1968, 42 U.S.C. §3796b(9)(A)), and who has elected to receive payment of Monthly Retirement Income pursuant to this Article V, may further elect to have all or a portion of such Monthly Retirement Income paid directly from the Plan for payment of Qualified Health Insurance Premiums provided that the conditions described in paragraphs (1) through (8) are satisfied.

(1) **Form of Distribution.** For a Participant to elect application of this Section 5.12, the Participant must (i) have terminated employment from the Employer as a public safety officer by reason of disability (i.e. unable to perform the essential functions of his or her position by reason of illness or injury, as determined by the Pension Committee) or upon having retired at or after his or her Normal Retirement Date, (ii) have elected to receive payment of a Monthly Retirement Income pursuant to this Article V, and (iii) is actually eligible to receive payment of his or her Accrued Benefit in monthly payments.

(2) **Distribution Taxability.** The distribution to be received from the Participant otherwise would be subject to inclusion in taxable income pursuant to Code Section 72.

(3) **Direct Payment.** The payment of Qualified Health Insurance Premiums must be made directly to the provider of the Qualified Health Insurance by deduction from the Participant's monthly retirement benefit paid from this Plan.

(4) **Premium Payee.** Except when the payment of Qualified Health Insurance Premiums is made directly to, or for, an accident or health plan provided by the Employer or employer of the spouse of a Participant, the payee of Qualified Health Insurance Premiums must be an insurance company

regulated by state of the United States, which may include any managed care organization that is treated as being insurance.

(5) **Maximum Amount.** Payment of Qualified Health Insurance Premiums from the Plan for the Participant or the Participant's spouse or dependent during each taxable year of the Participant will be limited per each Participant who was a public service officer to the least of: (i) the amount elected by the Participant to be distributed by the Plan on behalf of the Participant for payment of such Premiums, (ii) Three Thousand Dollars ($3,000.00) or (iii) the amount payable to the Participant under Article V during such period.

(6) **Deduction Election.** An eligible Participant may elect once per year, pursuant to this Section 5.12 (a) either to (i) have Qualified Health Insurance Premiums paid from his or her Monthly Retirement Income or (ii) terminate such election. The election must be made in the form provided by the Committee and communicated to the Committee no less than thirty (30) days prior to the first day of the month on which the election is to be effective.

(7) **Other Plan Payments.** Any Participant who is otherwise eligible to make an election under this Section for any Plan Year for which Qualified Health Insurance Premiums are being paid on Participant's behalf from any other eligible retirement plan under Code Section 402(l)(4)(A) (including a governmental plan that the Employer does not sponsor), shall not be eligible to make an election under this Section 5.12 (a).

(8) **Payment Termination.** Direct payment from the Plan of Qualified Health Insurance Premiums for a Participant shall terminate immediately upon the earlier of (i) the Participant's death, (ii) termination of the election to have distributions paid for Qualified Health Insurance Premiums, (iii) cancellation of the applicable policy of health or long term care insurance or (iv) termination of payments to exhaustion of the balance of the Participant's Account.

ARTICLE VI
OTHER BENEFITS

6.1 TERMINATION OF EMPLOYMENT BEFORE RETIREMENT

When the employment of a Participant by the Employer shall be terminated for any either voluntarily or involuntarily, or if a Participant ceases to be an Eligible Employee, such Participant shall cease to further accrue any Monthly Retirement Income or Accrued Benefits under this Plan. Subject to all other limitations and restrictions of this Plan, a Participant who has completed five (5) years or more of Credited Service with the Employer shall be entitled at Participant's Normal Retirement Date to receive a Monthly Retirement Income equal to a percentage, based on the following table, of Participant's Accrued Benefit at Participant's date of termination.

FULL YEARS OF CREDITED SERVICE		PERCENTAGE OF ACCRUED BENEFIT
5	**Years but less than 6**	**30%**
6	**Years but less than 7**	**40%**
7	**Years but less than 8**	**50%**
8	**Years but less than 9**	**60%**
9	**Years but less than 10**	**80%**
10	**Years but less than 11**	**100%**

In lieu of the Monthly Retirement Income payable at Normal Retirement Date provided above, a terminated Member who has completed fifteen (15) years or more of Service shall be entitled at any time after Participant reaches attained age fifty-five (55) to elect the immediate commencement of benefits hereunder. Commencing on the first day of the month coincident with or, otherwise, immediately following such date, the Terminated Participant shall be entitled to a reduced Monthly Retirement Income which shall be equal to Participant's Accrued Benefit as of Participant's date of termination, reduced by five-twelfths of one percent (5/12%) for each month by which the commencement date of Participant's benefits under this Section 6.1 precedes Participant's Normal Retirement Date multiplied by the vested percentage determined from the above table based upon the Terminated Participant's Years of Credited Service as of Participant's termination date.

If a Terminated Participant has been credited with less than five (5) Years of Credited Service, Participant shall be entitled to receive the amount credited to Participant's Contribution Account as of Participant's termination date.

If a Terminated Participant has been credited with at least five (5) Years of Credited Service, Participant may elect to receive the amount of Participant's Contribution Account as of Participant's termination date. Such election shall be in writing (on a form prescribed by the Pension Committee) within sixty (60) days after Participant's termination and shall be irrevocable. If such a Terminated Participant elects to receive Participant's Contribution Account, any benefits otherwise payable under this Plan shall be reduced by the Actuarial Equivalent of the Contribution Account payment made hereunder.

Subject to the provisions of Section 5.2, at any time prior to the commencement of Participant's benefits, the Terminated Participant may elect to receive Participant's benefits in an Actuarial Equivalent alternate form.

If a Terminated Participant dies prior to the commencement of Participant's benefits hereunder, Participant's Beneficiary shall be entitled to receive the amount credited to Participant's Contribution Account as of Participant's date of death.

All annuity Contracts under this Plan shall be non-transferrable when distributed. Furthermore, the terms of any annuity Contract purchased and distributed to a Participant or spouse shall comply with all of the requirements of the Plan.

6.2 DEATH BENEFITS

If a Participant should die after December 31, a Death Benefit shall be payable as hereinafter provided.

(a) If an active Participant should die before reaching attained age fifty (50) and being credited with fifteen (15) Years of Service, Participant's Beneficiary shall be entitled to receive the greater of the amount credited to Participant's Contribution Account as of Participant's date of death or Participant's Accrued Benefit.

Effective January 1, 2004, if an active Participant should die before reaching attained age fifty (50) and being credited with fifteen (15) Years of Credited Service, Participant's surviving Spouse shall be entitled to a Death Benefit if the Participant has at least five (5) Years of Credited Service. Such Death Benefit shall be paid monthly and shall start on the first day of any month after the month in which occurs the Participant's death, as the surviving Spouse shall select (but not earlier than the Participant's earliest retirement age based on the Participant's Years of Service at death nor later than Participant's Normal Retirement Date). The amount of the monthly Death Benefit will be the benefit that would have been payable to the Participant if Participant had (i) Terminated Participant's employment with the Employer on the date of Participant's death, (ii) survived to Participant's Early Retirement Date (as selected by the surviving Spouse) and (iii) elected to receive Participant's benefit in accordance with Section 5.2(e) with a 100% surviving Spouse continuation. If the deceased active Participant is not survived by a Spouse, Participant's Beneficiary shall be entitled to receive the amount credited to Participant's Contribution Account as of Participant's date of death, payable in a single sum.

(b) If a Participant whose benefits are being deferred should die, in either event (i) after reaching Attained Age fifty (50) and after being credited with fifteen (15) Years of Credited Service or more, and (ii) before Participant's Normal Retirement Date, Participant's Spouse shall be entitled to a Death Benefit. Such Death Benefit shall be a monthly income, payable for the life of the Spouse, beginning on the first day of the month coincident with or immediately following the death of the Participant, equal to the benefit that would have been payable to such Spouse if the Participant had retired pursuant to Section 5.5 or Section 5.6 (whichever is applicable) on the first day of the month Coincident with or immediately following Participant's date of death and elected immediate benefits payable in accordance with Section 5.2(e). If the deceased active Participant (or Disabled Participant whose benefits are being deferred) is not survived by a Spouse, Participant's Beneficiary shall be entitled to receive the amount credited to Participant's Contribution Account as of Participant's date of death, payable in a single sum.

(c) If a Participant should die, after Participant's Normal Retirement Date, but before Participant's Late Retirement Date, Participant's Spouse shall be entitled to a Death Benefit. Such Benefit shall be monthly income, payable for the life of the Spouse, beginning on the first day of the month coincident with or immediately following the death of the Participant, equal to the benefit that would have been payable to such Spouse, if the Participant had retired pursuant to Section 5.4 on the first day of the month coincident with or immediately following Participant's date of death and elected immediate benefits payable in accordance with Section 5.2(e). If the deceased active Participant is not survived by a Spouse, Participant's Beneficiary shall be entitled to receive the amount credited to Participant's Contribution Account as of Participant's date of death, payable in a single sum.

(d) When a Retired Participant who is receiving benefits hereunder shall die, Participant's Beneficiary shall be entitled to any benefits due under the basic or elected alternate form of payment of Participant's Monthly Retirement Income. Should the period of guaranteed payments be exhausted at the death of the Retired Participant, no Death Benefits shall be payable. If a Death Benefit is payable, the Pension Committee may, in its discretion, elect to pay the Beneficiary the Actuarial Value of the outstanding benefits in a single sum.

(e) If a Death Benefit (other than a Death Benefit for a Spouse) is payable under this Article VI, and the designated Beneficiary has pre-deceased the deceased Participant, the Death Benefit shall be paid to the Contingent Beneficiary. If neither the Beneficiary nor the contingent Beneficiary is living at the time of the death of the Participant, the Pension Committee shall direct the Trustee to pay the Death Benefit in a single sum to the estate of the deceased Participant. If the Beneficiary or contingent Beneficiary is living at the death of the Participant, but such person dies prior to receiving the entire Death Benefit, the remaining portion of such Death Benefit shall be paid in a single sum to the estate of such deceased Beneficiary or contingent Beneficiary.

(f) Notwithstanding any other provision of this Plan to the contrary, in no event shall the amount paid to and/or on behalf of a Participant be less than the amount of Participant's contribution Account as of the earlier of Participant's date of death or the date of the commencement of Participant's benefits under this Plan. If, at the time of the death of a Participant, Retired Participant, Disabled Participant, Spouse or Beneficiary, the benefits paid hereunder are less than the amount of Participant's Contribution Account, as of the date of the commencement of Participant's benefits, the excess of such amount over the benefits paid shall constitute a Death Benefit payable in accordance with this Article VI.

6.3 QUALIFIED DOMESTIC RELATIONS ORDER DISTRIBUTION

All rights and benefits, including elections, provided to a Participant in this Plan shall be subject to the rights afforded to any "alternate payee" under a "qualified domestic relations order." Furthermore, a distribution to an "alternate payee" shall be permitted if such distribution is authorized by a "qualified domestic relations order," even if the affected Participant has not separated from service and has not reached the Earliest Retirement Age. For the purposes of this Section, "alternate payee" and "qualified domestic relations order" shall have the meaning set forth under Code Section 414(p). The Committee shall develop such procedures as determined appropriate pursuant to Section 11.2(b).

To the extent that the Plan incurs any expense (such as attorney's, actuarial or other fees) in order to determine whether a domestic relations order is qualified, to analyze how the order shall be applied or to otherwise administer the order, such fees shall be assessed against and paid from the Participant's and alternate payee's benefit in such manner as the Committee may determine.

6.4 UNCLAIMED BENEFITS

In the event that all, or any portion, of the distribution payable to a Participant or Beneficiary hereunder shall, at the Participant's attainment of Normal Retirement Age, remain unpaid solely by reason of the inability of the Administrator, after sending a registered letter, return receipt requested, to the last known address, and after further diligent effort, to ascertain the whereabouts of such Participant or Beneficiary, the amount so distributable shall be forfeited and shall be used to reduce the cost of the Plan. Notwithstanding the foregoing, if the value of a Participant's Vested benefit derived from Employer and Participant contributions does not exceed $1,000, then the amount distributable may, in the sole discretion of the Administrator, be paid directly to an individual retirement account described in Code Section 408(a) or an individual retirement annuity described in Code Section 408(b) at the time it is determined that the whereabouts of the Participant or the Participant's Beneficiary cannot be ascertained. In the event a Participant or Beneficiary is located subsequent to the benefit being forfeited, such benefit shall be restored unadjusted for earnings or losses.

6.5 MINIMUM REQUIRED DISTRIBUTIONS

(a) **General Rules.**

(1) **Effective date.** The provisions of this Section 6.5 are effective January 1, 2004; however, except as otherwise provided herein, the provisions of this Section will first apply for purposes of determining required minimum distributions for calendar years beginning on and after January 1, 2006.

(2) **Requirements of Treasury Regulations incorporated.** All distributions required under this Section shall be determined and made in accordance with Code Section 401(a)(9), including the incidental death benefit requirement in Code Section 401(a)(9)(G), and the Regulations thereunder.

(3) **Precedence.** Subject to the survivor annuity requirements of the Plan, the requirements of this Section shall take precedence over any inconsistent provisions of the Plan. Capitalized terms used in this Section that are not defined in Article I are defined in this Section 6.5

(4) **TEFRA Section 242(b)(2) elections.**

(i) Notwithstanding the other provisions of this Section, other than this Section 6.5(a), distributions may be made on behalf of any Participant who has made a designation in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and in accordance with all of the following requirements (regardless of when such distributions commence):

(A) The distribution by the Plan is one which would not have disqualified such plan under Code Section 401(a)(9) as in effect prior to amendment by the Deficit Reduction Act of 1984.

(B) The distribution is in accordance with a method of distribution designated by the Participant whose interest in the Plan is being distributed or, if the Participant is deceased, by a beneficiary of such Participant.

(C) Such designation was in writing, was signed by the Participant or beneficiary, and was made before January 1, 1984.

(D) The Participant had accrued a benefit under the Plan as of December 31, 1983.

(E) The method of distribution designated by the Participant or the beneficiary specifies the time at which distribution will commence, the period over which distributions will be made, and in the case of any distribution upon the Participant's death, the beneficiaries of the Participant listed in order of priority.

(ii) A distribution upon death will not be covered by this transitional rule unless the information in the designation contains the required information described above with respect to the distributions to be made upon the death of the Participant.

(iii) For any distribution which commences before January 1, 1984, but continues after December 31, 1983, the Participant, or the beneficiary, to whom such distribution is being made, will be presumed to have designated the method of distribution under which the distribution is being made if the method of distribution was specified in writing and the distribution satisfies the requirements in (i)(A) and (i)(E) of this Subsection.

(iv) If a designation is revoked, any subsequent distribution must satisfy the requirements of Code Section 401(a)(9) and the Regulations thereunder. If a designation is revoked subsequent to the date distributions are required to begin, the Plan must distribute by the end of the calendar year following the calendar year in which the revocation occurs the total amount not yet distributed which would have been required to have been distributed to satisfy Code Section 401(a)(9) and the Regulations thereunder, but for the Section 242(b)(2) election. For calendar years beginning after December 31, 1988, such distributions must meet the minimum distribution incidental benefit requirements. Any changes in the designation will be considered to be a revocation of the designation. However, the mere substitution or addition of another beneficiary (one not named in the designation) under the designation will not be considered to be a revocation of the designation, so long as such substitution or addition does not alter the period over which distributions are to be made under the designation, directly or indirectly (for example, by altering the relevant measuring life).

(v) In the case in which an amount is transferred or rolled over from one plan to another plan, the rules in Regulation Section 1.401(a)(9)-8, Q&A-14 and Q&A-15, shall apply.

(b) **Time and manner of distribution.**

(1) **Required beginning date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's "Required Beginning Date."

(2) **Death of participant before distributions begin.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) **Life expectancy rule, Spouse is beneficiary.** If the Participant's surviving Spouse is the Participant's sole "Designated Beneficiary," then distributions to the surviving Spouse will begin by December 31st of the calendar year immediately following the calendar year in which the Participant died, or by December 31st of the calendar year in which the Participant would have attained age 70 1/2, if later.

(ii) **Life expectancy rule, Spouse is not beneficiary.** If the Participant's surviving Spouse is not the Participant's sole "Designated Beneficiary," then distributions to the "Designated Beneficiary" will begin by December 31st of the calendar year immediately following the calendar year in which the Participant died.

(iii) **No designated beneficiary, 5-year rule.** If there is no "Designated Beneficiary" as of September 30th of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31st of the calendar year containing the fifth anniversary of the Participant's death.

(iv) **Surviving Spouse dies before distributions begin.** If the Participant's surviving Spouse is the Participant's sole "Designated Beneficiary" and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, then this Section 6.5, other than Section 6.5(1)(2), will apply as if the surviving Spouse were the Participant.

(3) **Form of distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the "Required Beginning Date," as of the first "Distribution Calendar Year" distributions will be made in accordance with

Sections 6.5. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Regulations thereunder.

(4) **Period of distribution.**

(i) **Participant survived by designated beneficiary and life expectancy rule.** If the Participant dies before the date distribution of his or her interest begins and there is a "Designated Beneficiary," the Participant's entire interest will be distributed, beginning no later than the time described in Section 6.50(1)(2), over the life of the "Designated Beneficiary" or over a period certain not exceeding:

(A) Unless the Annuity Starting Date is before the first "Distribution Calendar Year," the "Life Expectancy" of the "Designated Beneficiary" determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(B) If the Annuity Starting Date is before the first Distribution Calendar Year, the "Life Expectancy" of the "Designated Beneficiary" determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the Annuity Starting Date.

(ii) **No designated beneficiary.** If the Participant dies before the date distributions begin and there is no "Designated Beneficiary" as of September 30^{th} of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31^{st} of the calendar year containing the fifth anniversary of the Participant's death.

(iii) **Death of surviving Spouse before distributions to surviving Spouse begin.** If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving Spouse is the Participant's sole "Designated Beneficiary," and the surviving Spouse dies before distributions to the surviving Spouse begin, this Section 6.5 will apply as if the surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 6.5(b)(2)(i).

(c) **Determination of Amount to be Distributed Each Year.**

(1) **General annuity requirements.** A Participant who is required to begin payments as a result of attaining his or her "Required Beginning Date," whose interest has not been distributed in the form of an annuity purchased from an insurance company or in a single sum before such date, may receive such payments in the form of annuity payments under the Plan. Payments under such annuity must satisfy the following requirements:

(i) The annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(ii) The distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section 6.5(b);

(iii) Once payments have begun over a period certain, a Participant may elect a change in the period certain with associated modifications in the annuity payments provided the following conditions are satisfied:

(A) If, in a stream of annuity payments that otherwise satisfies Code Section 401(a)(9), a Participant elects to change the annuity payment period and the annuity payments are modified in association with that change, this modification will not cause the distributions to fail to satisfy Code Section 401(a)(9) provided the conditions set forth in Subsection (B) below are satisfied, and one of the following applies:

(1) The modification occurs at the time that the Participant retires or in connection with a Plan termination;

(2) The annuity payments prior to modification are annuity payments paid over a period certain without life contingencies; or

(3) The annuity payments after modification are paid under a qualified joint and survivor annuity over the joint lives of the Participant and a "Designated Beneficiary," the Participant's Spouse is the sole "Designated Beneficiary," and the modification occurs in connection with the Participant becoming married to such Spouse.

(B) In order to modify a stream of annuity payments in accordance with this Subsection, all of the following conditions must be satisfied:

(1) The future payments under the modified stream satisfy Code Section 401(a)(9) and this Section (determined by treating the date of the change as a new Annuity Starting Date and the actuarial present value of the remaining payments prior to modification as the entire interest of the Participant);

(2) For purposes of Code Sections 415 and 417, the modification is treated as a new Annuity Starting Date;

(3) After taking into account the modification, the annuity stream satisfies Code Section 415 (determined at the original Annuity Starting Date, using the interest rates and mortality tables applicable to such date); and

(4) The end point of the period certain, if any, for any modified payment period is not later than the end point available under Code Section 401(a)(9) to the Participant at the original Annuity Starting Date.

(iv) Payments will either be nonincreasing or increase only to the extent permitted by one of the following conditions:

(A) By an annual percentage increase that does not exceed the annual percentage increase in an "Eligible Cost-of-Living Index" for a 12-month period ending in the year during which the increase occurs or the prior year;

(B) By a percentage increase that occurs at specified times (e.g., at specified ages) and does not exceed the cumulative total of annual percentage increases in an "Eligible Cost-of-Living Index" since the Annuity Starting Date, or if later, the date of the most recent percentage increase. In cases providing such a cumulative increase, an actuarial increase may not be provided to reflect the fact that increases were not provided in the interim years;

(C) To the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in Section 6.5 dies or is no longer the

Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p);

(D) To allow a beneficiary to convert the survivor portion of a joint and survivor annuity into a single sum distribution upon the Participant's death;

(E) To pay increased benefits that result from a Plan amendment or other increase in the Participant's Accrued Benefit under the Plan;

(F) By a constant percentage, applied not less frequently than annually, at a rate that is less than five percent (5%) per year;

(G) To provide a final payment upon the death of the Participant that does not exceed the excess of the actuarial present value of the Participant's accrued benefit (within the meaning of Code Section 411(a)(7) calculated as of the Annuity Starting Date using the applicable interest rate and the applicable mortality table under Code Section 417(e) over the total of payments before the death of the Participant; or

(H) As a result of dividend or other payments that result from "Actuarial Gains," provided:

(1) Actuarial gain is measured not less frequently than annually;

(2) The resulting dividend or other payments are either paid no later than the year following the year for which the actuarial experience is measured or paid in the same form as the payment of the annuity over the remaining period of the annuity (beginning no later than the year following the year for which the actuarial experience is measured);

(3) The "Actuarial Gain" taken into account is limited to "Actuarial Gain" from investment experience;

(4) The assumed interest rate used to calculate such "Actuarial Gains" is not less than three percent (3%); and

(5) The annuity payments are not also being increased by a constant percentage as described in Subsection (F) above.

(2) **Amount required to be distributed by required beginning date.**

(i) In the case of a Participant whose interest in the Plan is being distributed as an annuity pursuant to Subsection (1) above, the amount that must be distributed on or before the Participant's "Required Beginning Date" (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 6.5) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first "Distribution Calendar Year" will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's "Required Beginning Date."

(ii) In the case of a single sum distribution of a Participant's entire accrued benefit during a "Distribution Calendar Year," the amount that is the required minimum distribution for the "Distribution Calendar Year" (and thus not eligible for rollover under Code Section 402(c)) is determined under this paragraph. The portion of the single sum distribution that is a required minimum distribution is determined by treating the single sum distribution as a distribution from an individual account Plan and treating the amount of the single sum distribution as the Participant's account balance as of the end of the relevant valuation calendar year. If the single sum distribution is being made in the calendar year containing the "Required Beginning Date" and the required minimum distribution for the Participant's first "Distribution Calendar Year" has not been distributed, the portion of the single sum distribution that represents the required minimum distribution for the Participant's first and second "Distribution Calendar Year" is not eligible for rollover.

(3) **Additional accruals after first distribution calendar year.** Any additional benefits accruing to the Participant in a calendar year after the first "Distribution Calendar Year" will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues. Notwithstanding the preceding, the Plan will not fail to satisfy the requirements of this paragraph and Code Section 401(a)(9) merely because there is an administrative delay in the commencement of the distribution of the additional benefits accrued in a calendar year, provided that the actual

payment of such amount commences as soon as practicable. However, payment must commence no later than the end of the first calendar year following the calendar year in which the additional benefit accrues, and the total amount paid during such first calendar year must be no less than the total amount that was required to be paid during that year under this paragraph.

(4) **Death after distributions begin.** If a Participant dies after distribution of the Participant's interest begins in the form of an annuity meeting the requirements of this Section, then the remaining portion of the Participant's interest will continue to be distributed over the remaining period over which distributions commenced.

(d) **Annuity distributions that commence during participant's lifetime.**

(1) **Joint life annuities where the Beneficiary is the Participant's Spouse.** If distributions commence under a distribution option that is in the form of a joint and survivor annuity for the joint lives of the Participant and the Participant's Spouse, the minimum distribution incidental benefit requirement will not be satisfied as of the date distributions commence unless, under the distribution option, the periodic annuity payment payable to the survivor does not at any time on and after the Participant's "Required Beginning Date" exceed the annuity payable to the Participant. In the case of an annuity that provides for increasing payments, the requirement of this Paragraph will not be violated merely because benefit payments to the beneficiary increase, provided the increase is determined in the same manner for the Participant and the beneficiary. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and the Participant's Spouse and a period certain annuity, the preceding requirements will apply to annuity payments to be made to the "Designated Beneficiary" after the expiration of the period certain.

(2) **Joint life annuities where the Beneficiary is not the Participant's Spouse.** If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a beneficiary other than the Participant's Spouse, the minimum distribution incidental benefit requirement will not be satisfied as of the date distributions commence unless under the distribution option, the annuity payments to be made on and after the Participant's "Required Beginning Date" will satisfy the conditions of this Paragraph. The periodic annuity payment payable to the survivor must not at any time on and after the Participant's "Required Beginning Date" exceed the applicable percentage of the annuity payment payable to the Participant using the table set forth in Q&A-2(c)(2) of Section 1.401(a)(9)-6 of the Regulations. The applicable percentage is

based on the adjusted Participant/beneficiary age difference. The adjusted Participant/beneficiary age difference is determined by first calculating the excess of the age of the Participant over the age of the beneficiary based on their ages on their birthdays in a calendar year. If the Participant is younger than age 70 the age difference determined in the previous sentence is reduced by the number of years that the Participant is younger than age 70 on the Participant's birthday in the calendar year that contains the Annuity Starting Date. In the case of an annuity that provides for increasing payments, the requirement of this Paragraph will not be violated merely because benefit payments to the beneficiary increase, provided the increase is determined in the same manner for the Participant and the beneficiary. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary and a period certain annuity, the preceding requirements will apply to annuity payments to be made to the "Designated Beneficiary" after the expiration of the period certain.

(3) **Period certain annuities.** Unless the Participant's Spouse is the sole "Designated Beneficiary" and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Regulation Section 1.401(a)(9)-9 for the calendar year that contains the Annuity Starting Date. If the Annuity Starting Date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Regulation Section 1.401(a)(9)-9 plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the Annuity Starting Date. If the Participant's Spouse is the Participant's sole "Designated Beneficiary" and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section 6.5, or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in Regulation Section 1.401(a)(9)-9, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the calendar year that contains the Annuity Starting Date.

(e) **Definitions**

(1) **Actuarial Gain.** "Actuarial Gain" means the difference between an amount determined using the actuarial assumptions (i.e., investment return, mortality, expense, and other similar assumptions) used to calculate the

initial payments before adjustment for any increases and the amount determined under the actual experience with respect to those factors. Actuarial Gain also includes differences between the amount determined using actuarial assumptions when an annuity was purchased or commenced and such amount determined using actuarial assumptions used in calculating payments at the time the Actuarial Gain is determined.

(2) **Designated Beneficiary.** "Designated Beneficiary" means the individual who is designated as the Beneficiary under the Plan and is the designated beneficiary under Code Section 401(a)(9) and Regulation Section 1.401(a)(9)-4.

(3) **Distribution Calendar Year.** "Distribution Calendar Year" means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's "Required Beginning Date." For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin pursuant to Section 6.5.

(4) **Eligible Cost-of-Living Index.** An "Eligible Cost-of-Living Index" means an index described below:

(i) A consumer price index that is based on prices of all items (or all items excluding food and energy) and issued by the Bureau of Labor Statistics, including an index for a specific population (such as urban consumers or urban wage earners and clerical workers) and an index for a geographic area or areas (such as a given metropolitan area or state); or

(ii) A percentage adjustment based on a cost-of-living index described in Subsection (i) above, or a fixed percentage, if less. In any year when the cost-of-living index is lower than the fixed percentage, the fixed percentage may be treated as an increase in an Eligible Cost-of-Living Index, provided it does not exceed the sum of:

(A) The cost-of-living index for that year, and

(B) The accumulated excess of the annual cost-of-living index from each prior year over the fixed annual percentage used in that year (reduced by any amount previously utilized under this Subsection (ii)).

(5) **Life Expectancy.** "Life Expectancy" means the life expectancy as computed by use of the Single Life Table in Regulation Section 1.401(a)(9)-9, Q&A-1.

(6) **Required Beginning Date.** "Required Beginning Date" means the April 1st of the calendar year following the calendar year in which the Participant attains age 70 ½.

(i) Any Participant attaining age 70 1/2 in years after 1995 may elect by the April 1st of the calendar year following the year in which the Participant attained age 70 1/2 (or by December 31, 1997 in the case of a Participant attaining age 70 1/2 in 1996), to defer distributions until the calendar year following the calendar year in which the Participant retires.

Notwithstanding the foregoing, the "pre-retirement age 70 1/2 distribution option" is only eliminated with respect to Participants who reach age 70 1/2 in or after a calendar year that begins after the later of December 31, 1998, or the adoption date of an amendment eliminating such distribution. The "pre-retirement age 70 1/2 distribution option" is an optional form of benefit under which benefits payable in a particular distribution form (including any modification that may be elected after benefit commencement) commence at a time during the period that begins on or after January 1st of the calendar year in which a Participant attains age 70 1/2 and ends April 1st of the immediately following calendar year.

(ii) Any Participant who is not a "five (5) percent owner) and who attains age 70 1/2 before 1997, but did not retire from employment with the Employer before January 1, 1997, may elect to cease distributions, provided that:

(A) payments recommence to the Participant with the same Beneficiary and in a form of benefit that is the same but for the cessation of distribution,

(B) the individual who was the Participant's Spouse on the Annuity Starting Date executed a general consent within the meaning of Regulation 1.401(a)-20, A-31, or

(C) the individual who was the Participant's Spouse on the Annuity Starting Date executed a specific consent to waive a qualified joint and survivor annuity within the meaning of Regulation 1.401(a)-20, A-31, and the Participant is not married to that individual when benefits recommence.

However, in order to comply with this paragraph, consent of the individual who was the Participant's Spouse on the Annuity Starting Date is required prior to recommencement if the Participant chooses to recommence benefits either in a different form than the form in which they were being distributed prior to the cessation of distributions or with a different Beneficiary and if:

(A) the original form was a qualified joint and survivor annuity within the meaning of Code Section 417(b), or

(B) the individual who was the Participant's Spouse on the Annuity Starting Date originally executed a specific consent to waive a qualified joint and survivor annuity within the meaning of Regulation 1.401(a)-20, A-31, and the Participant is still married to that individual when benefits recommence.

Notwithstanding the above, the Annuity Starting Date upon recommencement of benefits shall be the Annuity Starting Date when benefits originally commenced pursuant to paragraph (i) above.

Except as provided below, the provisions of this Section will apply with respect to distributions under the Plan made for calendar years beginning on or after January 1, 2006.

ARTICLE VII
THE PENSION COMMITTEE

7.1 PENSION COMMITTEE

There is hereby created a Committee to be known as "Pension Committee." The Committee shall consist of seven (7) members consisting of the Mayor of the City of Carthage, the ex officio member, two (2) citizens of the City of Carthage to be appointed by the Mayor with the majority consent of the elected members of the Council, two (2) citizens of the City of Carthage to be elected by the Eligible Employee Participants of the Police Department, and two (2) citizens of the City of Carthage to be elected by the Eligible Employee Participants of the Fire Department. Appointed and elected members of the Board shall serve a term of two (2) years, commencing on the first day of July of each even numbered year; provided, however, that the members of the first Board shall serve until the first day of July, 1974, at which time, members of the Board shall be appointed and elected for a full two (2) year term. Elections by the Eligible Employee Participants of the Police and Fire Departments shall be held on the first Tuesday in June prior to the commencement of each term of office. Each Eligible Employee Participant of each Department shall be notified of such election at least one week in advance of the date such election is to be held, giving the date, time and place of such election. Any vacancy of the elected membership shall be filled by the Department from which such vacancy occurs at an election by the members of the Department to be conducted as provided herein, on the call of the Pension Committee. Any elected Participant may be removed by a majority vote of the Eligible Employee Participants of the Department which elected Participant, and the Board shall call an election to vote upon such removal at the request of (10) Eligible Employee Participants in such Department.

The City Attorney shall be the legal advisor to the Pension Committee; provided, however, that the Committee shall have the authority to hire such additional counsel as it determines to be appropriate.

7.2 TERM

All members of the Pension Committee shall serve until their resignation or dismissal by the City Council or otherwise, and vacancies shall be filled in the same manner as the original appointments. The City Council may dismiss any member of the Pension Committee at any time with or without cause. No compensation shall be paid members of the Pension Committee from the Trust Fund for services on such Committee.

7.3 ADMINISTRATION

Subject to the limitations of the Plan, the Pension Committee shall from time to time establish rules for the administration of the Plan and transaction of its business. Without limiting the generality of the above sentence, it is specifically provided that the Pension Committee shall set forth in writing available for inspection by any interested party, the procedures to be followed in presenting claims for benefits under the Plan. The records of the Employer, as certified to the Pension Committee, shall be conclusive with respect to any and all factual matters dealing with the employment of an Employee or Participant. The Pension Committee shall interpret the Plan and shall determine all questions arising in the administration, interpretation and application of the Plan, and all such determinations by the Pension Committee shall be conclusive and binding on all persons. Notwithstanding the above, in the event that the claim of any person to any payment or benefit under this Plan shall be denied, the Pension Committee shall as soon as is practical (i) notify the claimant in writing of the denial, setting forth the specific reasons for such denial in a manner calculated to be understood by the claimant, and setting forth a reasonable procedure whereby the claimant may request a full review of such denial; and (ii) afford a full and fair review of the decision denying the claim if the claimant requests such a review all as specified in Section 7.11.

7.4 MAJORITY

Every decision and action of the Pension Committee shall be valid if concurred in by a majority of the members then in office, which concurrence may be had without a formal meeting. The Pension Committee shall select a Secretary, who may or may not be a Participant of the Plan or a member of the Committee, and any other officers deemed necessary, and adopt rules governing its procedures not inconsistent herewith. The Pension Committee shall keep a permanent record of its meeting and actions.

7.5 POWERS, DUTIES AND RESPONSIBILITIES

(a) The primary responsibility of the Pension Committee is to administer the Plan for the exclusive benefit of the Participants and their Beneficiaries, subject to the specific terms of the Plan. The Pension Committee shall administer the Plan in accordance with its terms and shall have the power to determine all questions arising in connection with the administration, interpretation, and application of the Plan. Any such determination by the Pension Committee shall be conclusive and binding upon all persons. The Pension Committee may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of this Agreement; provided, however, that any procedure, discretionary act, interpretation or construction shall be done in a reasonably nondiscriminatory manner based upon uniform principles consistently applied to similarly situated persons and events. The Pension Committee shall have all powers necessary or appropriate to accomplish these duties under this Plan.

(b) The Committee may delegate to such other individuals and entities responsibility for operations of the Plan and to handle all aspects of Plan administration, either personally or through delegation to others. In this regard, the Committee, and those to whom such duties and authorities have been delegated, shall have the full authority and discretion to manage, administer and interpret the Plan in all respects, including, but not limited to, the following discretionary authorities.

(c) The Committee shall have full discretion to interpret the Plan in all respects including claims for coverage, eligibility and benefits, its interpretation in good faith to be final and conclusive.

(d) The Committee is authorized to appoint such agents, counsel, accountants, consultants and other persons as may be required to assist in administering the Plan.

7.6 DUTIES OF THE SECRETARY

The Secretary of the Pension Committee shall direct the Trustee in writing to make payments from the Trust Fund to Participants who qualify for such payments hereunder, as certified to it by the Actuary. Such written order to the Trustee shall specify the name of the Participant, Participant's address, Participant's Social Security number, and the amount and frequency of such payments.

7.7 APPOINTMENT OF ADVISORS

The Pension Committee, or the Trustee with the consent of the Employer, may appoint counsel, specialists, advisers, and other persons as the Pension Committee or the Trustee deems necessary or desirable in connection with the administration of this Plan.

7.8 INFORMATION FROM EMPLOYER

To enable the Pension Committee to perform its functions, the Employer shall supply full and timely information to the Pension Committee on all matters relating to the Compensation of all Participants, their Hours of Service, their Years of Service, their retirement, death, disability, or termination of employment, and such other pertinent facts as the Pension Committee may require; and the Pension Committee shall advise the Trustee of such of the foregoing facts as may be pertinent to the Trustee's duties under the Plan. The Pension Committee may rely upon such information as is supplied by the Employer and shall have no duty or responsibility to verify such information.

7.9 PAYMENT OF EXPENSES

Any expenses of administration may be paid out of the Trust Fund unless paid by the Employer. Such expenses shall include any expenses incident to the functioning of the Pension Committee, including but not limited to, fees of accountants, counsel, and other specialists and their agents, and other costs of administering the Plan. Until paid, the expenses shall constitute a liability of the Trust Fund. However, the Employer may reimburse the Trust Fund for any administration expense incurred. Any administration expense paid to the Trust Fund as a reimbursement shall not be considered as an Employer contribution.

7.10 CLAIMS PROCEDURE

Claims for benefits under the Plan may be filed with the Pension Committee on forms supplied by the Employer. Written notice of the disposition of a claim shall be furnished to the claimant within 90 days after the application is filed. In the event the claim is denied, the reasons for the denial shall be specifically set forth in the notice in language calculated to be understood by the claimant, pertinent provisions of the Plan shall be cited, and where appropriate, an explanation as to how the claimant can perfect the claim will be provided. In addition, the claimant shall be furnished with an explanation of the Plan's claims review procedure.

7.11 CLAIMS REVIEW PROCEDURE AND LITIGATION OF CLAIMS

(a) Any Participant, Employee, former Employee, or Beneficiary of either, who has been denied a benefit by a decision of the Pension Committee pursuant to Section 7.3 shall be entitled to request the Pension Committee to give further consideration to such claim by filing with the Pension Committee a request for a hearing. Such request, together with a written statement of the reasons why the claimant believes such claim should be allowed along with all evidence and arguments that the claimant determines supports the claim, shall be filed with the Pension Committee no later than 60 days after receipt of the written notification provided for in Section 7.10.

(b) The Pension Committee shall then conduct a hearing within the next 60 days, at which the claimant may be represented by an attorney or any other representative of claimant's choosing and at which the claimant shall have an opportunity to submit written and oral evidence and arguments in support of such claim. At the hearing [or prior thereto upon five (5) business days written notice to the Pension Committee] the claimant or claimant's representative shall have an opportunity to review all documents in the possession of the Pension Committee which are pertinent to the claim at issue and its disallowance. Either the claimant or the Pension Committee may cause a court reporter to attend the hearing and record the proceedings. In such event, a complete written transcript of the proceedings shall be furnished to both parties by the court reporter. The full expense of any such court reporter and such transcripts shall be borne by the party causing the court reporter to attend the hearing.

(c) A final decision as to the allowance of the claim shall be made by the Pension Committee within 60 days of receipt of the appeal (unless there has been an extension of 60 days due to special circumstances, provided the delay and the special circumstances occasioning it are communicated to the claimant within the 60 day period). Such communication shall be written in a manner calculated to be understood by the claimant and shall include specific reasons for the decision and specific references to the pertinent Plan provisions on which the decision is based.

(d) A claimant may not further challenge any decision of the Pension Committee without first having exhausted the foregoing claim and appeal procedure. Failure to have timely and completely exhausted the foregoing claim and appeal procedure will preclude any claimant from filing any litigation or other action to challenge the decision or matter that is the subject of the Claimant's dispute.

(e) If a claimant institutes any litigation to challenge any determination of the Pension Committee or Employer, such litigation shall be limited to all materials and evidence assembled by the Pension Committee and no further discovery or evidence may be conducted or submitted during such litigation. The Pension Committee's and Employer's decision shall be conducted as the review of an administrative record by any reviewing court, and shall be conducted without benefit of jury and shall be heard exclusively by a judge.

(f) All decisions of the Employer and Pension Committee shall be upheld by any reviewing agency or judicial forum unless determined to be arbitrary and capricious and without any supporting evidence or rationale.

ARTICLE VIII
TRUSTEE

8.1 BASIC RESPONSIBILITIES OF THE TRUSTEE

The Trustee shall have the following categories of responsibilities:

(a) The Trustee shall be considered a directed Trustee and shall not be responsible for exercising any discretion in the investment of Plan and Trust assets unless specifically provided in such Trust agreements to which the Trustee is a party and agrees to such delegation of investment responsibilities. Otherwise, consistent with its Trust Agreement, the Trustee shall accept and follow the investment directions of each Investment Manager and the Committee.

(b) At the direction of the Administrator, the Trustee shall pay benefits required under the Plan to be paid to Participants, or, in the event of their death, to their Beneficiaries;

(c) The Trustee shall maintain records of its activities and such receipts and disbursements that it receives and makes and furnish to the Employer and/or

Administrator for each Fiscal Year a written annual report of its activities per Section 8.6. The Trustee, however, is not the record keeper of the Plan and shall not have responsibility for preparing the books and records of the Plan or its financial statements other than to report the results of its activities.

(d) If there shall be more than one Trustee, they shall act by a majority of their number, but may authorize one or more of them to sign papers on their behalf.

8.2 INVESTMENT POWERS AND DUTIES OF THE TRUSTEE

(a) The Trustee shall be a directed Trustee. Therefore, the Trustee shall invest and reinvest the Trust Fund pursuant to such directions as are provided to it by any Investment Manager and the Committee and shall retain such Trust Fund property for which it is custodian without distinction between principal and income and in such securities or property, real or personal, wherever situated, as the Trustee shall be directed to hold, including, but not limited to, stocks, common or preferred, bonds and other evidences of indebtedness or ownership, and real estate or any interest therein. The Trustee shall at all times in making investments of the Trust Fund do so in accordance with such directions as may be provided to it by any Investment Manager or the Committee. The Trustee shall not be restricted to holding only such securities or other property of the character expressly authorized by the applicable law for trust investments; however, the Trustee shall give due regard to any limitations imposed by the Code so that at all times this Plan may qualify as a qualified Pension Plan and Trust.

(b) The Trustee may employ a bank or trust company pursuant to the terms of its usual and customary bank agency agreement, under which the duties of such bank or trust company shall be of a custodial, clerical and record-keeping nature.

(c) The Trustee may from time to time upon the direction of any Investment Manager or the Committee, transfer to a common, collective, or pooled trust fund maintained by any corporate Trustee hereunder, all or such part of the Trust Fund as the Investment Manager or Committee may deem advisable, and such part or all of the Trust Fund so transferred shall be subject to all the terms and provisions of the common, collective, or pooled trust fund which contemplate the commingling for investment purposes of such trust assets with trust assets of other trusts. The Trustee may, from time to time upon the direction of the applicable Investment Manager or Committee, withdraw from such common, collective, or pooled trust fund all or such part of the Trust Fund as the Trustee may deem advisable.

8.3 OTHER POWERS OF THE TRUSTEE

Subject to, and upon receipt of, proper direction by any Investment Manager, the Pension Committee or the Employer, the Trustee shall have the following powers and authorities and, upon receipt of such direction, may perform the following activities:

(a) To purchase, or subscribe for, any securities or other property and to retain the same. In conjunction with the purchase of securities, margin accounts may be opened and maintained;

(b) To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee, by private contract or at public auction. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition, with or without advertisement;

(c) To vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property;

(d) To cause any securities or other property to be registered in the Trustee's own name or in the name of one or more of the Trustee's nominees, and to hold any investments in bearer form, but the books and records of the Trustee shall at all times show that all such investments are part of the Trust Fund;

(e) To borrow or raise money for the purposes of the Plan in such amount, and upon such terms and conditions, as the Trustee shall deem advisable; and for any sum so borrowed, to issue a promissory note as Trustee, and to secure the repayment thereof by pledging lending money to the Trustee shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any borrowing;

(f) To keep such portion of the Trust Fund in cash or cash balances as the Trustee may, from time to time, deem to be in the best interests of the Plan, without liability for interest thereon;

(g) To accept and retain for such time as the Trustee may deem advisable any securities or other property received or acquired as Trustee hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;

(h) To make, execute, acknowledge, and deliver any and all documents of transfer and convenience and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(i) To settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Plan, to commence or defend suits or legal or administrative proceedings, and to represent the Plan in all suits and legal and administrative proceedings;

(j) To employ suitable agents and counsel and to pay their reasonable expenses and compensation, and such agent or counsel may or may not be agent or counsel for the Employer;

(k) To apply for and procure from responsible insurance companies, as an investment of the Trust Fund such annuity or other Contracts (on the life of any Participant) as the Committee or applicable Investment Manager shall deem proper; to exercise, at any time or from time to time, whatever rights and privileges may be granted under such annuity, or other Contracts; to collect, receive and settle for the proceeds of all such annuity or other Contracts as and when entitled to do so under the provisions thereof;

(l) To invest funds of the Trust in time deposits or savings accounts bearing a reasonable rate of interest in the Trustee's bank;

(m) To invest in Treasury Bills and other forms of United States government obligations;

(n) Except as hereinafter expressly authorized, the Trustee is prohibited from selling or purchasing stock options. The Trustee is expressly authorized to write and sell call options under which the holder of the option has the right to purchase shares of stock held by the Trustee as a part of the assets of this Trust, if such options are traded on and sold through a national securities exchange registered under the Securities Exchange Act of 1934, as amended, which exchange has been authorized to provide a market for option contracts pursuant to Rule 9B-1 promulgated under such Act, and so long as the Trustee at all times up to and including the time of exercise or expiration of any such option holds sufficient stock in the assets of this Trust to meet the obligations under such option if exercised. In addition, the Trustee is expressly authorized to purchase and acquire call options for the purchase of shares of stock covered by such options if the options are traded on and purchased through a national securities exchange as described in the immediately preceding sentence, and so long as any such option is purchased solely in a closing purchase transaction, meaning the purchase of an exchange traded call option the effect of which is to reduce or eliminate the obligations of the Trustee with respect to a stock option contract or contracts which it has previously written and sold in a transaction authorized under the immediately preceding sentence;

(o) To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations;

(p) To pool all or any of the Trust Fund, from time to time, with assets belonging to any other qualified employee pension benefit trust created by the Employer or an affiliated company of the Employer, and to commingle such assets and make joint or common investments and carry joint accounts on behalf of this Plan and such other trust or trusts, allocating undivided shares or interests in such investments or accounts or any pooled assets of the two or more trusts in accordance with their respective interests;

(q) To do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to carry out the purposes of the Plan.

8.4 DUTIES OF THE TRUSTEE REGARDING PAYMENTS

At the direction of the Administrator, the Trustee shall, from time to time, in accordance with the terms of the Plan, make payments out of the Trust Fund. The Trustee shall not be responsible in any way for the application of such payments.

8.5 TRUSTEE'S COMPENSATION AND EXPENSES AND TAXES

The Trustee shall be paid such reasonable compensation as shall from time to time be agreed upon in writing by the Employer and the Trustee. An individual serving as Trustee who already receives full-time pay from the Employer shall not receive compensation from this Plan. In addition, the Trustee shall be reimbursed for any reasonable expenses, including reasonable counsel fees incurred by it as Trustee. Such compensation and expenses shall be paid from the Trust Fund unless paid or advanced by the Employer. All taxes of any kind and all kinds whatsoever that may be levied or assessed under existing or future laws upon, or in respect of the Trust Fund or the income thereof, shall be paid from the Trust Fund.

8.6 ANNUAL REPORT OF THE TRUSTEE

Within a reasonable period of time after the later of the Anniversary Date or receipt of the Employer's contribution for each Fiscal Year, the Trustee shall furnish to the Employer and Administrator a written statement of account with respect to the Fiscal Year for which such contribution was made setting forth:

(a) the net income, or loss, of the Trust Fund;

(b) the gains, or losses, realized by the Trust Fund upon sales or other disposition of the assets;

(c) the increase, or decrease, in the value of the Trust Fund;

(d) all payments and distributions made from the Trust Fund; and

(e) such further information as the Trustee and/or Administrator deems appropriate.

The Employer, forthwith upon its receipt of each such statement of account, shall acknowledge receipt thereof in writing and advise the Trustee and/or Administrator of its approval or disapproval thereof. Failure by the Employer to disapprove any such statement of account within thirty (30) days after its receipt thereof shall be deemed an approval thereof. The approval by the Employer of a statement of account shall be binding as to all matters embraced therein as between the Employer and the Trustee to the same extent as if the account of the Trustee had been settled by judgment or decree in action for a judicial settlement of its account in a court of competent jurisdiction in which the Trustee, the Employer and all persons having or claiming an interest in the Plan were parties; provided, however, that nothing herein contained shall deprive the Trustee of its right to have its accounts judicially settled if the Trustee so desires.

8.7 AUDIT

(a) If an audit of the Plan's records shall be required for any Plan Year, the Committee shall direct the Trustee to engage on behalf of all Participants an independent qualified public accountant for that purpose. Such accountant shall, after an audit of the books and records of the Plan in accordance with generally accepted auditing standards, within a reasonable period after the close of the Plan Year, furnish to the Committee and the Trustee a report of the accountant's audit setting forth accountant's opinion as to whether each of the following statements, schedules or lists are presented fairly in conformity with generally accepted accounting principles applied consistently:

(i) statement of the assets and liabilities of the Plan;

(ii) statement of changes in net assets available to the Plan;

(iii) statement of receipts and disbursements, a schedule of all assets held for investment purposes, a schedule of all loans or fixed income obligations in default at the close of the Plan Year;

(iv) a list of all leases in default or uncollectible during the Plan Year;

(v) the most recent annual statement of assets and liabilities of any bank common or collective trust fund in which Plan assets are invested or such information regarding separate accounts or trusts with a bank or insurance company as the Trustee and Administrator deem necessary; and

(vi) a schedule of each transaction or series of transactions involving an amount in excess of three percent (3%) of Plan assets.

All auditing and accounting fees shall be an expense of and may, at the election of the Administrator, be paid from the Trust Fund.

8.8 RESIGNATION, REMOVAL AND SUCCESSION OF TRUSTEE

(a) The Trustee may resign at any time by delivering to the Employer, at least thirty (30) days before its effective date, a written notice of Trustee's resignation.

(b) The Employer may remove the Trustee by mailing by registered or certified mail, addressed to such Trustee at Trustee's last known address, at least thirty (30) days before its effective date, a written notice of Trustee's removal.

(c) Upon the death, resignation, incapacity, or removal of any Trustee, a successor may be appointed by the Employer; and such successor, upon accepting such appointment in writing and delivering same to the Employer, shall, without further act, become vested with all the estate, rights, powers, discretions, and duties of the predecessor with like respect as if successor were originally named as a Trustee herein. Until such a successor is appointed, the remaining Trustee or Trustees shall have full authority to act under the terms of this Agreement.

(d) The Employer may designate one or more successors prior to the death, resignation, incapacity, or removal of a Trustee. In the event a successor is so designated by the Employer and accepts such designation, the successor shall, without further act, become vested with all the estate, rights, powers, discretions, and duties of the predecessor with the like effect as if successor were originally named as Trustee herein immediately upon the death, resignation, incapacity, or removal of the predecessor.

(e) Whenever any Trustee hereunder ceases to serve as such, Trustee shall furnish to the Employer and Administrator a written statement of account with respect to the portion of the Fiscal Year during which Trustee served as Trustee. This statement shall be either (i) included as part of the annual statement of account for the Fiscal Year required under Section 8.7 or (ii) set forth in a special statement. Any such special statement of account should be rendered to the Employer no later than the due date of the annual statement of account for the Fiscal Year. The procedures set forth in Section 8.6 for the approval by the Employer of annual statements of account shall apply to any special statement of account rendered hereunder and approval by the Employer of any such special statement in the manner provided in Section 8.6 shall have the same effect upon the statement as the Employer's approval of an annual statement of account. No successor to the Trustee shall have any duty or responsibility to investigate the acts or transactions of any predecessor who has rendered all statements of account required by Section 8.6 and this subparagraph.

ARTICLE IX
AMENDMENT, TERMINATION, AND MERGERS

9.1 AMENDMENT

The Employer shall have the right at any time to amend this Agreement. However, no such amendment shall authorize or permit any part of the Trust Fund (other than such part as if required to pay taxes and administration expenses) to be used for or diverted to purposes other than for the exclusive benefit of the Participants or their Beneficiaries or estates; no such amendment shall cause any reduction in the Accrued Benefit of any Participant or cause or permit any portion of the Trust Fund to revert to or become the property of the Employer except as provided in Section 9.1(c)(v); and no such amendment which affects the rights, duties or responsibilities of the Trustee and the Pension Committee may be made without the Trustee's and the Pension Committee's written consent. Any such amendment shall become effective as provided therein upon its execution. The Trustee shall not be required to execute any such amendment unless the Trust provisions contained herein are a part of this Agreement and the amendment affects the duties of the Trustee hereunder.

For the purposes of this paragraph, a Plan amendment which has the effect of (1) eliminating or reducing an early retirement benefit or retirement-type subsidy, or (2) eliminating an optional form of benefit, with respect to benefits attributable to service before the amendment shall be treated as reducing accrued benefits. In the case of a retirement-type subsidy, the preceding sentence shall apply only with respect a Participant who satisfies (either before or after the amendment) the pre-amendment conditions for the subsidy. In general, a retirement-type subsidy is a subsidy that continues after retirement, but does not include a qualified disability benefit, a medical benefit, a social security supplement, a death benefit (including life insurance), or a plant shutdown benefit (that does not continue after retirement age). Furthermore, no amendment to the Plan shall have the effect of decreasing a Participant's Vested interest determined without regard to such amendment as of the later of the date such amendment is adopted or becomes effective.

ARTICLE X
PLAN TERMINATION

10.1 TERMINATION

The Employer shall have the right at any time to terminate the Plan by delivering to the Trustee and Pension Committee written notice of such termination. Upon any termination (full or partial), all unallocated amounts shall be allocated in accordance with the provisions hereof and the Accrued Benefit of each affected Participant shall become fully vested and shall not thereafter be subject to forfeiture. Upon termination of the Plan, the Employer, by written notice to the Trustee, may direct either:

(a) continuation of the Trust created by this Agreement and the distribution of benefits at such time and in such manner as though the Plan had not been terminated;

(b) or subject to paragraphs (c) of this Section, complete distribution of the assets in the Trust Fund to the Participants, in cash or in kind, in one lump-sum payment, or in the form of a deferred annuity payable at Normal Retirement Date, as soon as the Committee or Employer deems it in the best interest of the Participants.

(c) Priority of Benefits—The Pension Committee shall allocate the assets of the Plan among Participants and Beneficiaries in the following order of priority:

(i) First to that portion of each Participant's Accrued Benefit which is derived from Participant's Voluntary Contributions;

(ii) Equally among individuals in the following two categories:

(1) Benefits to Retired Participants and their Beneficiaries to whom payment commenced at least three (3) years prior to the termination date, based on Plan provisions in effect during the five (5) year period ending on such date; the lowest benefit in any pay status during the most recent three (3) year period shall be considered the benefit in pay status for such period.

(iii) All other (uninsured) Vested benefits;

(iv) All other benefits under the Plan; [and/or]

(v) Return of any excess funds to the Employer or reallocated to the Participants in a nondiscriminatory manner, only after satisfaction of all liabilities, fixed and contingent.

ARTICLE XI
MISCELLANEOUS

11.1 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute a contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon the individual as a Participant of this Plan.

11.2 ALIENATION

(a) Subject to the exceptions provided below, and as otherwise permitted by the Code and the Act, no benefit which shall be payable out of the Trust Fund to any period (including a Participant or the Participant's Beneficiary) shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized by the Trustee, except to such extent as may be required by law.

(b) Subsection (a) shall not apply to a "qualified domestic relations order" defined in Code Section 414(p), and those other domestic relations orders permitted to be so treated by the Committee under the provisions of the Retirement Equity Act of 1984. The Pension Committee shall establish a written procedure to determine the qualified status of domestic relations orders and to administer distributions under such qualified orders. Further, to the extent provided under a "qualified domestic relations order," a former spouse of a Participant shall be treated as the spouse or surviving spouse for all purposes under the Plan.

(c) Subsection (a) shall not apply to an offset to a Participant's accrued benefit against an amount that the Participant is ordered or required to pay the Plan with respect to a judgment, order, or decree issued, or a settlement entered into, on or after August 5, 1997, in accordance with Code Sections 401(a)(13)(C) and (D). In a case in which the survivor annuity requirements of Code Section 401(a)(11) apply with respect to distributions from the Plan to the Participant, if the Participant has a spouse at the time at which the offset is to be made:

(1) either such spouse has consented in writing to such offset and such consent is witnessed by a notary public or representative of the Plan (or it is established to the satisfaction of a Plan representative that such consent may not be obtained by reason of circumstances described in Code Section 417(a)(2)(B)), or an election to waive the right of the spouse to either a qualified joint and survivor annuity or a qualified pre-retirement survivor annuity is in effect in accordance with the requirements of Code Section 417(a);

(2) such spouse is ordered or required in such judgment, order, decree or settlement to pay an amount to the Plan in connection with a violation of fiduciary duties; or

(3) in such judgment, order, decree, or settlement, such spouse retains the right to receive the survivor annuity under a qualified joint and survivor annuity provided pursuant to Code Section 401(a)(11)(A)(i) and under a qualified pre-retirement survivor annuity provided pursuant to Code Section 401(a)(11)(A)(ii).

11.3 CONSTRUCTION OF AGREEMENT

This Plan and Trust shall be construed and enforced according to the Act and the laws of the State of Missouri, other than its laws respecting choice of law.

11.4 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.5 LEGAL ACTION

In the event any claim, suit, or proceeding is brought regarding the Trust and/or Plan established hereunder to which the Trustee or the Administrator may be a party, and such claim, suit, or proceeding is resolved in favor of the Trustee or Pension Committee, they shall be entitled to be reimbursed from the Trust Fund for any and all costs, attorney's fees, and other expenses pertaining thereto incurred by them for which they shall have become liable.

11.6 PROHIBITION AGAINST DIVERSION OF FUNDS

(a) Except as provided below and otherwise specifically permitted by law, it shall be impossible by operation of the Plan or of the Trust, by termination of either, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of any trust fund maintained pursuant to the Plan or any funds contributed thereto to be used for, or diverted to, purposes other than the exclusive benefit of Participants, Retired Participants, or their Beneficiaries.

(b) In the event the Employer shall make an excessive contribution under a mistake of fact, the Employer may demand repayment of such excessive contribution at any time within one (1) year following the time of payment and the Trustees shall return such amount to the Employer within the one (1) year period. Earnings of the Plan attributable to the excess contributions may not be returned to the Employer but any losses attributable thereto must reduce the amount so returned.

11.7 EMPLOYER'S AND TRUSTEE'S PROTECTIVE CLAUSE

Neither the Employer nor the Trustee, nor their successors, shall be responsible for the validity of any Contract issued hereunder or for the failure on the part of the insurer to make payments provided by any such Contract or for the action of any person which may delay payment or render a Contract null and void an unenforceable in whole or in part.

11.8 INSURER'S PROTECTIVE CLAUSE

Any insurer who shall issue Contracts hereunder shall not have any responsibility for the validity of this Plan or for the tax or legal aspects of this Plan. The insurer shall be protected and held harmless in acting in accordance with any written direction of the Trustee, and shall have no duty to see to the application of any funds paid to the Trustee, nor be required to question any actions directed by the Trustee. Regardless of any provision of this Plan, the insurer shall not be required to take or permit any action or allow any benefit or privilege contrary to the terms of any Contract which it issues hereunder, or the rules of the insurer.

11.9 RECEIPT AND RELEASE FOR PAYMENTS

Any payment to any Participant, Participant's legal representative, beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of this Agreement, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Trustee and the Employer, either of whom may require such Participant, legal representative, beneficiary, guardian and committee, as a condition precedent to such payment, to execute a receipt and release thereof in such form as shall be determined by the Trustee or Employer.

11.10 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of this Agreement is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

11.11 NAMED FIDUCIARIES AND ALLOCATION OF RESPONSIBILITY

The "named Fiduciaries" of this Plan are (1) the Employer, (2) the Pension Committee, (3) the Trustee and (4) any Investment Manager appointed hereunder. The named Fiduciaries shall have only those specific powers, duties, responsibilities, and obligations as are specifically given them under this Agreement. In general, the Employer shall have the sole responsibility for making the contributions provided for under Section 4.1; and shall have sole authority to appoint and remove the Trustee, the Pension Committee, and any Investment Manager which may be provided for under this Agreement; to formulate the Plan's "funding policy and method"; and to amend or terminate, in whole or in part, this Agreement. The Pension Committee shall have the sole responsibility for the administration of this Agreement, which responsibility is specifically described in this Agreement. The Trustee shall have the sole responsibility of management of the assets held under the Trust, except those assets, the management of which has been assigned to an Investment Manager or assumed by the Committee, who shall be solely responsible for the management of the assets assigned to it, all as specifically provided in this Agreement. Each named Fiduciary warrants that any direction given, information furnished, or action taken by it shall be in accordance with the provisions of this Agreement, authorizing or providing for such direction, information or action. Furthermore, each named Fiduciary may rely upon any such direction, information or action of another named Fiduciary as being proper under this Agreement, and is not required under this Agreement to inquire into the propriety of any such direction, information or action. It is intended under this Agreement that each named Fiduciary shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under this Agreement. No named Fiduciary shall guarantee the Trust Fund in any manner against investment loss or depreciation in asset value. Any person or group may serve in more than one Fiduciary capacity.

11.12 HEADINGS

The headings and subheadings of this Agreement have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

11.13 UNIFORMITY

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner.

CITY OF CARTHAGE

By: ______________________________
Employer

BMO Harris Bank, N.A.

By: ______________________________
Trustee

COUNCIL BILL NO. 22-24 **ORDINANCE NO. _____**

An Ordinance authorizing the Mayor to execute a Contract between the City of Carthage and the Carthage Over 60 Center for services in the amount not to exceed $23,000.00.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a Contract with the Carthage Over 60 Center for services in the amount not to exceed $23,000.00, a copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS ____ DAY OF ________, 2022.

____
Dan Rife, Mayor

ATTEST:

____
Traci Cox, City Clerk

Sponsored by: Budget Committee

CONTRACT FOR SERVICES
BY AND BETWEEN
THE CARTHAGE OVER 60 CENTER INC.
AND THE CITY OF CARTHAGE, MISSOURI
A MUNICIPAL CORPORATION

THIS AGREEMENT made and entered into this 1st day of July 2022, by and between Carthage Over 60 Center Inc., hereinafter referred to as Center and the City of Carthage, a Municipal Corporation, hereinafter referred to as City.

WHEREAS, there exists a need for a continuing provision of nutrition and support services for the senior citizens of the City of Carthage, and

WHEREAS, the parties to this contract are desirous of defining their rights and obligations in supplying said services and nutrition.

NOW THEREFORE, in consideration of the promises contained herein and in good and valuable consideration exchanged between Center and City, it is hereby agreed to, as follows:

I Center Agrees to:

(1) Provide such nutrition services as are outlined in this contract with the Area Agency on Aging and in accordance with Federal program guidelines, with these services to be provided at the location hereinafter referred to as facility, this being the Carthage Over 60 Center, located at 404 E Third Street, Carthage, Missouri.

(2) To employ, train and supervise such employees as it deems necessary for the operation of nutrition and support services at the facility, in accordance with current Administration on Aging requirements.

(3) To pay for or provide payment for utilities and telephone beginning July 1, 2022 ending June 30, 2023. Said payment shall cover the total cost for all utilities and all telephone expenses at the facility.

(4) To pay for or provide for all maintenance and janitorial services for the inside of the facility, including all inside equipment and furnishings.

(5) To not sublet the facility, or part thereof, without written permission of City or as provided within this agreement.

(6) To provide recreational and support services to include, but not limited to the following: regular blood pressure and eye examination clinics at the facility, dances at the facility, card playing and card tournaments at the facility, and all other such services as may be required by federal regulation and contracts.

(7) In addition, Center agrees to provide, when feasible, such other recreation and support services as may be requested by the senior persons of Carthage through the Center's Advisory Council.

II City Agrees:

(1) To make available to Center use of the facility.

(2) To maintain the structural soundness of the premises and maintain the outside of the building such as, but not limited to, roof, walls, doors and air conditioning

system.

(3) To provide for and pay property insurance to cover claims for injuries caused due to the condition of City's property.

(4) To maintain the parking lot area including the plowing of snow from the parking area when necessary and shoveling of snow from walkways at the facility.

(5) To provide for lawn mowing at the facility.

III City and Center Further Agree:

(1) To recognize the duly elected Advisory Council as the formal advisory body of senior citizens in matters including the building, nutrition program, recreation and support services. The City and Center will have representatives present at regular meetings of the Advisory Council and seriously consider all requests and recommendations from this advisory group.

(2) Scheduling of activities at the facility shall be handled in the following manner:

a) Center shall handle all scheduling of events and activities at the facility. Priority in scheduling will be given in the following order:

(1) Center sponsored senior citizen activities
(2) Other senior citizen activities
(3) City government sponsored activities
(4) Private group or organization activities (non-senior)

b) The facility shall be made available to community groups when not previously scheduled and in accordance with the priority listing in Section III, 2., (a) above. The parties involved recognize the requirement that the facility remain a community building, with priority given to senior citizens, but open to other groups.

c) Charges for use of the facility by non-senior private groups or activities may be levied in order for Center to defray the additional cost of utilities used by outside groups. Any such charges, as well as other rental policies, e.g., clean-up policy, hours, availability of keys, etc., shall be determined by the Advisory Council in conjunction with the City.

(3) In consideration of the services to be rendered hereunder to the City, the City agrees to pay on behalf of the Center, a sum not to exceed twenty-one thousand dollars and no cents ($21,000.00) appropriated by the annual budget of the City, which shall be used to pay utility costs for water, electric, sewer and gas bills monthly. Individual utility services shall be billed to the Center which in turn will be submitted to the City for payment up to the amounts indicated above. Any amounts above those indicated are to be the responsibility of the Center. The City also agrees to pay on behalf of the Center, a sum not to exceed two-thousand dollars and no cents ($2,000.00) for building maintenance.

(4) Center agrees that all persons working for Center under this Agreement shall be employees of Center and in no way shall be considered as employees of City, notwithstanding common inter-organizational interests. In this connection, should any liability arise under the Worker's Compensation provision of the State of Missouri due to injury of an employee of Center, the same shall be the sole responsibility of Center. It is understood that Center shall indemnify and hold harmless City from any and all claims, suits, demands and actions related to the operation of Center's programming. Notwithstanding the provisions of Missouri Law and the protection which said law provides to persons who serve as members of policy bodies responsible for the governance of not-for-profit organizations, Center, as deemed appropriate by its Advisory Council, is authorized to insure itself, its Officers, Directors and Staff, against liability claims.

IV TERM OF AGREEMENT:

This agreement shall be deemed to have taken effect July 1, 2022 and shall terminate as of June 30, 2023. This agreement shall be binding upon the parties hereto, and their successors.

CITY OF CARTHAGE

By:______________________________

Dan Rife,
Mayor

ATTEST:

____

Traci Cox, City Clerk

Carthage Over 60 Center

By: ______________________________

COUNCIL BILL NO. 22-25 **ORDINANCE NO. ______**

An Ordinance authorizing utility rate adjustments for electric, water and wastewater services as recommended by the Carthage Water & Electric Plant Board.

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

SECTION I: The utility rate adjustments for electric, water and wastewater services recommended by the Carthage Water & Electric Board, which are attached hereto and incorporated herein by reference as if set forth in full, are hereby authorized to be in effect beginning July 1, 2022.

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

PASSED AND APPROVED THIS ______ DAY OF ________, 2022.

____
Dan Rife, Mayor

ATTEST:

____
Traci Cox, City Clerk

Sponsored by: Budget Ways & Means Committee

CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
RESIDENTIAL SERVICE

AVAILABILITY:

This rate is available by contract for single-phase 120/240 volt service to a single family dwelling through one meter for domestic use, and to separate structures on the same parcel of land, so long as these additional structures are not used for commercial purposes.

ENERGY CHARGE:

For all kWh used per month, per kWh	$0.09782

MONTHLY CUSTOMER CHARGE:

Residential Service (single family dwelling)	$19.60
Residential Service (additional structures)	$26.60

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth in this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fee (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. The use of motors not exceeding five horsepower will be permitted hereunder; provided, however, that motors of one horsepower and over must be connected for 240 volts, and provided further that simultaneous starting of motors totaling over five horsepower will not be permitted except that operation of air conditioners with a nominal manufacturer's rating of up to and including five ton capacity will be permitted under the further provision that not more than five tons (manufacturer's nominal rating) may be started from a single control. Equipment characterized by severe or fluctuating demands will not be permitted under this rate schedule. Service is for the exclusive use of the customer and shall not be resold or shared with others. Carthage Water & Electric Plant maintains sole discretion to determine which services will be billed under this rate.

Effective July 1, 2022

CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
GENERAL SERVICE

ENERGY CHARGE:

For Demand Meters:	
For the first 5000 kWh used per month, per kWh	\$0.08125
For all additional kWh used per month, per kWh	\$0.07876
For Non-Demand Meters:	
For the first 5000 kWh used per month, per kWh	\$0.09675
For all additional kWh used per month, per kWh	\$0.09215

MONTHLY CUSTOMER CHARGE:

Single-Phase Service	\$32.00
Three-Phase Service	\$99.00

MONTHLY DEMAND CHARGE:

Per kW of billing demand	\$8.30

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth in this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Billing demand shall be based on the current monthly peak. The above undiscounted rates apply to secondary service. Primary service discounts shall apply to those customers who own their own transformation facilities (see Primary Service schedule and associated Conditions of Service). The General Service rate was developed assuming those customers who do not own their own facilities will be metered on the low side of the transformer and receive no discount. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2022

CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
PRIMARY SERVICE

AVAILABILITY:

The primary rate shall apply to those customers who own their own transformation facilities.

ENERGY CHARGE:

For the first 200,000 of kWh used per month, per kWh	$0.06656
For all additional kWh used per month, per kWh	$0.05616

MONTHLY DEMAND CHARGE:

Per kW of billing demand	$9.00

MONTHLY CUSTOMER CHARGE:

Single-Phase Service	$32.00
Three-Phase Service	$99.00

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth in this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Billing demand shall be based on the current monthly peak. Primary Service rates shall apply to those customers who own their own transformation facilities. Those who do own transformation facilities will be metered on the high side of the transformer and will accordingly be eligible for the Primary Service rates in this tariff. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2022

CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
MUNICIPAL GENERAL SERVICE

ENERGY CHARGE:

For Demand Meters:	
For the first 5000 kWh used per month, per kWh	\$0.05688
For all additional kWh used per month, per kWh	\$0.05513
For Non-Demand Meters:	
For the first 5000 kWh used per month, per kWh	\$0.06773
For all additional kWh used per month, per kWh	\$0.06451

MONTHLY CUSTOMER CHARGE:

Single-Phase Service	\$22.40
Three-Phase Service	\$69.30

MONTHLY DEMAND CHARGE:

Per kW of billing demand	\$5.81

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Municipal General Service rates are based on General Service rates, discounted 30%. Billing demand shall be based on the current monthly peak. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2022

CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
MUNICIPAL STREET LIGHTING & TRAFFIC SIGNALS SERVICE

ENERGY CHARGE:

All kWh used per month, per kWh	$0.04333

MONTHLY CUSTOMER CHARGE:

Single-Phase service	$16.00
Three-Phase service	$49.50

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2022

CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
AREA LIGHTING

AVAILABILITY:

This rate is available to consumers using Carthage Water & Electric Plant's electric service.

UNIT CHARGE:

54 LED, 60 LED, 66 LED, 70 LED, & 175 MVL Watt fixture, metered, monthly charge	$3.82
54 LED, 60 LED, 66 LED, 70 LED, 100 HPS, & 175 MVL Watt fixture, unmetered, monthly charge	$9.73
100 LED, 120 LED, 250 HPS & 400 MVL Watt fixture, metered, monthly charge	$7.78
100 LED, 120 LED, 250 HPS & 400 MVL Watt fixture, unmetered, monthly charge	$19.39
105 Watt Flood, metered, monthly charge	$10.08
105 Watt Flood, unmetered, monthly charge	$13.88
185 Watt Flood, unmetered, monthly charge	$16.33
390 Watt Flood, metered, monthly charge	$12.52
390 Watt Flood, unmetered, monthly charge	$20.95

POLE INSTALLATION CHARGE:

Installation of new pole when lighting unit requires a new pole	$150.00

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service under this schedule provides area lighting using CWEP's standard street lighting or floodlighting fixtures bracket mounted on CWEP-owned or leased poles, tower or fixtures. Said lighting fixtures shall be controlled by CWEP street lighting practices. Ornamental poles or non standard mountings will be provided at customer expense. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2022

CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
MUNICIPAL AREA LIGHTING

AVAILABILITY:

This rate is available to City of Carthage departments for area lighting.

UNIT CHARGE:

54 LED, 60 LED, 66 LED, 70 LED, & 175 MVL Watt fixture, metered, monthly charge @ $3.70, discounted 30%	$2.67
54 LED, 60 LED, 66 LED, 70 LED, 100 HPS, 150 HPS, unmetered, monthly charge @ $9.41, discounted 30%	$6.81
100 LED, 120 LED, metered, monthly charge @ $7.53, discounted 30%	$5.45
100 LED, 120 LED, 250 HPS & 400 MVL Watt fixture, unmetered, monthly charge @ $18.76, discounted 30%	$13.57
105 Watt Flood, metered, monthly charge @ $9.75 discounted 30%	$7.06
105 Watt Flood, unmetered, monthly charge @ $13.43, discounted 30%	$9.72
390 Watt Flood, metered, monthly charge @ 12.11, discounted 30%	$8.76
390 Watt Flood, unmetered, monthly charge @ $20.27, discounted 30%	$14.67

POLE INSTALLATION CHARGE:

Installation of new pole when lighting unit requires new pole @ $150, discounted 30%	$105.00

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service under this schedule provides area lighting using CWEP's standard street lighting or floodlighting fixtures bracket mounted on CWEP-owned or leased poles, tower or fixtures. Said lighting fixtures shall be controlled byCWEP street lighting practices. Ornamental poles or non standard mountings will be provided at customer expense. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2022

CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
SPORTS FIELD LIGHTING AND CORPS OF ENGINEERS
APPROVED FLOOD CONTROL AREAS

AVAILABILITY:

This rate is available by contract to non-commercial institutions within the city limits of Carthage for Sports Field lighting and Corps of Engineers approved Flood Control areas.

ENERGY CHARGE:

For the first 5000 kWh used per month, per kWh	$0.08125
For all additional kWh used per month, per kWh	$0.07876

MONTHLY DEMAND CHARGE:

For all KW of billing demand, per KW	No Charge

MONTHLY CUSTOMER CHARGE:

Single-Phase service	$32.00
Three-Phase service	$99.00

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2022

CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
MUNICIPAL SPORTS FIELD LIGHTING

AVAILABILITY:

This rate is available by contract to City Departments within the city limits of Carthage for Sports Field lighting.

ENERGY CHARGE:

For the first 5000 kWh used per month, per kWh	$0.05688
For all additional kWh used per month, per kWh	$0.05513

MONTHLY DEMAND CHARGE:

For all KW of billing demand, per KW	No charge

MONTHLY CUSTOMER CHARGE:

Single-Phase service	$22.40
Three-Phase Service	$69.30

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within of this rate book.

CONDITIONS OF SERVICE:

Municipal Sports Field Lighting rates are based on Sports Field Lighting and Corps of Engineers Approved Flood Area rates, discounted 30%. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2022

CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
TEMPORARY ELECTRIC SERVICE, SINGLE PHASE

AVAILABILITY:

This rate is available for single phase 120/240 volt temporary service for construction or other temporary purposes.

ENERGY CHARGE:

All kWh used per month, per kWh	$0.22537

MONTHLY CUSTOMER CHARGE:

Single-Phase service	$32.00

SETUP CHARGE:

Temporary electric service setup charge	$150.00

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2022

CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
TEMPORARY ELECTRIC SERVICE, THREE PHASE SERVICE

AVAILABILITY:

This rate is available for three phase temporary service for construction or other temporary purposes.

ENERGY CHARGE:

All kWh used per month, per kWh	$0.08125

MONTHLY CUSTOMER CHARGE:

Three-Phase service	$99.00

DEMAND CHARGE:

Per kW of billing demand	$9.00

SETUP CHARGE:

Temporary electric service setup charge is based on actual labor, overhead and material needed to set up service.

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2022

CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
PURCHASE POWER ADJUSTMENT

The purpose of this rate is to accurately recover from customers the cost of wholesale electric energy purchased and generated more than the cost forecasted by Carthage Water & Electric Plant in conjunction with electric service rates. The actual cost of wholesale electric energy purchased and generated above the forecasted amount shall be billed as a Purchase Power Adjustment (PPA) determined by multiplying the billed kWh for the current month times a Purchase Power Adjustment Factor (PPAF). The calculation of the PPAF is as follows:

$$PPAF = A \times 1/(1-B)$$

Where:

PPAF = Purchase Power Adjustment Factor to be made per kWh billed

A = The amount in cents or fraction thereof by which the average cost of power per kWh paid by the utility to purchase or generate energy during the previous twelve months for which kWh is billed exceeds or is less than $0.05346 per kWh

B = The average percentage of power losses expressed decimally for the previous twelve months as shown in the production and disposition analysis.

Effective July 1, 2022

CARTHAGE WATER & ELECTRIC PLANT
WATER RATES
RESIDENTIAL WATER SERVICE

AVAILABILITY:

This rate is available by contract to residential consumers living in single family dwellings.

NET RATE:

Per Gallon	$0.00385

MONTHLY CUSTOMER CHARGE:

Residential Customer Charge	$11.75

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2022

CARTHAGE WATER & ELECTRIC PLANT
WATER RATES
COMMERCIAL WATER SERVICE

AVAILABILITY:
This rate is available by contract to consumers not living in single family dwellings.

NET RATE:

Per Gallon	$0.00389

MONTHLY CUSTOMER CHARGE:

Commercial Customer Charge	$31.00

SPECIAL FACILITIES CHARGE:
Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:
The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:
Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others without prior written approval from CW&EP.

Effective July 1, 2022

CARTHAGE WATER & ELECTRIC PLANT
WASTEWATER RATES
WASTEWATER SERVICE

APPLICABILITY:

This rate applies to all accounts served by the sanitary wastewater system of the City of Carthage, MO. The rate is based upon consumption of water from the municipal water system with provisions for modifications in those accounts for which the use of municipal water is not a reasonable measure of the use of the wastewater system. For all non-residential usage, these rates are based upon actual month-to-month water consumption. For residential users, these rates are based upon the average water consumed during the months of December, January, February, and March. New residential accounts which have not established usage over these four months will be billed their month-to-month water usage until a complete, consecutive four-month billing base is established during the months of December, January, February and March. The definition of residential users, for Wastewater charges only, includes single-family dwellings, multiple-family dwellings, trailer courts, apartment houses and any other residential-type complex.

NET RATE:

Per Gallon, Residential Customers	\$0.00317
Per Gallon, Non-Residential Customers	\$0.00335

MONTHLY CUSTOMER CHARGE:

The customer charge shall be based on water meter size as follows:

5/8" meter	\$19.50	3" meter	\$33.90
1" meter	\$21.30	4" meter	\$38.60
1 1/2" meter	\$23.70	6" meter	\$48.20
2" meter	\$26.10		

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

For customers not using CW&EP water, but using the wastewater service, monthly fees are as follows:

Up to 1,500 sq ft dwelling	\$26.69
1,500 to 2,500 sq ft dwelling	\$34.06
Over 2,500 sq ft dwelling	\$39.59

Effective July 1, 2022

CARTHAGE WATER & ELECTRIC PLANT
WASTEWATER RATES
CITY ORDINANCE APPROVED OUTSIDE OF CITY CONSUMERS

APPLICABILITY:

This rate applies to accounts served by the sanitary wastewater system of the City of Carthage, MO, outside City limits, pursuant to City ordinance approval.

NET RATE:

Per Gallon, Residential Customer	$0.00329
Per Gallon, Non-Residential Customer	$0.00347

MONTHLY CUSTOMER CHARGE:

The customer charge shall be based on water meter size as follows:

5/8" meter	$19.50	3" meter	$33.90
1" meter	$21.30	4" meter	$38.60
1 1/2" meter	$23.70	6" meter	$48.20
2" meter	$26.10		

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

EXTRA STRENGTH CHARGES (IF APPLICABLE):

Extra strength sewage charges may also be applicable as determined by the sampled strength of the discharge.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include any franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

PERMITS REQUIRED:

Service under this tariff may be subject to issuance of a wastewater permit pursuant to City Ordinance #6002.

Effective July 1, 2022

CARTHAGE WATER & ELECTRIC PLANT
SERVICE CHARGES

SERVICE PERFORMED:

Service - Connect Fee	$30.00
Electric Service - Disconnect - at the pole	$125.00
Electric Service - Reinstate - at the pole	$125.00
Electric Service - Disconnect - at the pole - after hours	$210.00
Electric Service - Reinstate - at the pole - after hours	$210.00
Service - Non-Payment Reinstate - during office hours	$40.00
Service call due to Meter Tampering	$100.00
Service charge for return check	$25.00
Set portable watthour meter	$30.00

WATER AND WASTEWATER SERVICES

1" Service:	Tap only by CWEP personnel CWEP provides contractor with meter, meter pit, meter lid, top shutoff, check valve and meter adaptors	$700.00
2" Service:	Tap only by CWEP personnel CWEP provides contractor with meter, meter pit, meter lid, top shutoff, check valve and meter adaptors	$1,650.00
4" Service or larger:	Charge based on actual labor, overhead and material on a per-connection basis	
Temporary Meters:	Deposit:	$1,000.00
	Fee for CWEP to set meter:	$50.00
	Deposit will be refunded if meter is returned in proper working order. Any damage will result in the cost of any replacement parts deducted from the deposit up to the entire amount of the deposit.	
Frontage Fee:	Water: $50 per foot of water service available. Wastewater: $50 per foot of wastewater service available.	

Effective July 1, 2022

COUNCIL BILL NO. 22-26 **ORDINANCE NO. ______**

An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage and the Carthage Humane Society for animal control services for the City of Carthage.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into an agreement with the Carthage Humane Society for animal control for the fiscal year 2022-2023, a copy of which is 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 ______, 2022.

____
Dan Rife, Mayor

ATTEST:

____
Traci Cox, City Clerk

Sponsored by: Budget Committee

CONTRACT

THIS AGREEMENT entered into this _______ day of _______ 20___, by and between the City of Carthage hereinafter referred to as "Government" and the **Carthage Humane Society, Inc.**, a corporation organized under the laws of the State of Missouri, hereinafter referred to as "CHS".

WITNESSETH:

WHEREAS, CHS operates an animal shelter at which it receives and cares for animals; and adopts animals; and

WHEREAS, the Government may, in the enforcement of its duties with respect to animal control in its jurisdiction through an animal control officer, law enforcement officer, or health official, from time-to-time pick up various small animals which must be sheltered, fed, and rehomed; and

WHEREAS, residents of the Government bring small animals to CHS or to the Government for transport to the CHS, and CHS provides care for these animals for the benefit of Government.

WHEREAS, the CHS and Government desire to enter into an agreement of mutual benefit.

NOW, THEREFORE, in exchange of the premises contained herein and in good and valuable consideration exchanged between CHS and Government, the parties hereto agree to the following:

1.CHS agrees to receive at its Shelter all live dogs or cats found within Government's jurisdiction, which are delivered to and by any employee of Government, from and after the effective date of this Contract; and to shelter, feed, and rehome said animals as provided for in this Contract. CHS reserves the right to refuse animals due to overcrowding, as defined by the Department of Agriculture housing standards, or other emergency including but not limited to communicable disease outbreak or loss of heating/cooling during extreme weather conditions as defined by Department of Agriculture temperature standards. All rules or regulations of the Department of Agriculture must be followed at all times.

2. CHS shall keep and maintain its Shelter in a clean, sanitary condition at all times. It shall properly care for and protect and harbor all animals delivered to it as herein provided in a humane and decent manner. All animals delivered to CHS by Government shall be kept and sheltered in accordance with policies set by CHS per Department of Agriculture guidelines.

3. Animals quarantined for rabies/bite hold shall be sheltered by CHS or at a veterinary hospital and subsequently transferred to CHS and shall be kept for a period of time as determined by CHS, but not less than seven (7) days. Said rabies suspect animals shall be released only after payment of veterinary and/or confinement fees at CHS upon authorization by Government. CHS shall be compensated at the rate of Fifteen and 0/100 ($15.00) dollars per day of confinement. Further, Government shall reimburse CHS the cost of preparation of the specimen for rabies examination, delivery of any said specimen to a Health Department courier or to the Missouri

Department of Health, in an amount not to exceed Twenty-six dollars and 87/100 ($26.87) dollars per specimen. In addition, Government shall reimburse CHS for animals confined by Government pending court cases, owner arrested or owner hospitalized shall be billed Fifteen and 00/100 ($15.00) dollars a day to be billed monthly with regular monthly invoice to Government. In addition, in the event CHS incurs any veterinary costs due to an injured or sick quarantined animal delivered by Government, CHS shall bill the cost of such veterinary care to the Government to be billed monthly with regular monthly invoice to Government.

4. CHS shall make every reasonable effort to determine the ownership of all animals delivered to its Shelter under the terms hereof and shall further make every reasonable effort to inform the owners of said animals of the fact that their animal is in the custody and the conditions that need to meet to regain custody of such animals.

5. CHS shall keep a daily log, in mutual agreed format, of each animal delivered to and by the Government under the terms of this Agreement, and each animal shall be identified on such log by some descriptive means and the disposition of such animal shall be recorded so that all times the parties shall have and maintain a record of all animals received and the disposition thereof. Said log shall be open to the inspection by Government at all reasonable times.

6. CHS will not accept ownership of injured or ill animals, except with prior approval. CHS will not accept ownership of deceased animals.

7. CHS will not accept stray animals from citizens of Government unless brought to CHS by a Government Animal Control Officer or other authorized agent, or unless Government authorized agent gives prior approval for the citizen to relinquish such animal. CHS will bill the Government monthly for any additional services provided herein in sufficient detail so that Government may verify charges.

8. Any dog that the Government has classified as a "dangerous" dog, or deemed a "potentially dangerous dog", may not be brought to the CHS Shelter. The Government cannot bring any cat classified and behaving as feral to the CHS Shelter.

9. In consideration of the services to be rendered hereunder to the Government, the Government agrees to pay CHS the yearly sum of Thirty-eight thousand and 00/100 ($38,000.00) dollars, appropriated by the annual budget of the Government, which shall be paid in monthly payments of three- thousand one-hundred sixty-six and 67/100 ($3,166.67.00) dollars per month during the time that this agreement is in force and effect. This sum of thirty-eight thousand and 00/100 ($38,000.00) dollars, for the service as described herein, is with a maximum of three- hundred and sixty (360) animals per year. Any animals, dog or cat, the Government delivers to CHS for care in excess of three hundred and sixty (360) will be charged at a rate of eighty-five dollars ($85.00) per animal.

10. CHS agrees that the Shelter facility shall be maintained in accordance with reasonable standards adopted by and under the direction of the Carthage Humane Society Board of Directors. CHS shall operate the Shelter and provide care for all animals in compliance with all State and Federal regulations applicable to such facility. CHS shall make the Shelter facilities available during regular business hours for inspection by Government and/or its designee to monitor compliance with this Agreement. CHS agrees that it will provide to the Government, if requested, in a timely manner, any copies of inspections of the Shelter completed by any regulatory authority having jurisdiction over the facility.

11. CHS agrees to receive at its Shelter on Mondays, 8:00 am through 12:00 pm CST, and Tuesday through Saturday 9:00 am through 4:00 pm CST all live dogs and cats as set forth in this Agreement. CHS agrees to shelter, feed, and care for said animals, without charges to the Government, for any routine animal care services that may be incurred by CHS in providing the services set forth herein. All dogs and cats, upon intake, will receive core vaccinations as required by the Missouri Department of Agriculture, additionally all animals will be spayed or neutered after a minimum Seven (7) day hold and prior to being adopted.

12. Termination of the Agreement may occur prior to the date agreed upon by the parties herein in the following manner;

a. Either party, at any time, upon one hundred and eighty (180) days written notice, may terminate this Agreement.

b. If either Party fails to comply with the terms of this Agreement, the Parties may terminate this Agreement by providing ten (10) days written notice of their intent to terminate and specify the event of default. In the event the default is not cured within thirty (30) days, the Party shall be entitled to terminate this Agreement. The Government shall be liable only for costs incurred to and until the effective date of termination.

13. CHS agrees to provide the Government with written quarterly financial statements in a timely manner.

14. This Agreement may be amended at any time by writing approved by CHS and the Government.

15. This Agreement shall be binding upon the parties' successors and assigns.

16. This Agreement shall be renewed for successive fiscal years unless terminated in writing, by either party, or at least thirty (30) days prior to the beginning of any calendar year.

17. The Government will appoint a City Liaison from the City Council to attend all meetings of the CHS Board. The Liaison will serve as a channel for communication between CHS and the Government to provide input to the work of CHS when necessary; and communicates CHS's needs and preferences to the Government.

Signed on this________ day of ____________________ 20_____

By:______________________________________
Government Signature

____
Government Printed Name

ATTEST:

____
City Clerk

By: ____
Carthage Humane Society Signature

____
Carthage Humane Society Printed Name

COUNCIL BILL NO. 22-27 **ORDINANCE NO. _____**

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF CARTHAGE, MISSOURI AND VISION CARTHAGE PROVIDING FOR MUTUAL UNDERTAKINGS AND BENEFITS FROM THE SERVICES OF PROVIDING: CARTHAGE-IN-BLOOM; RESTORATION CARTHAGE; SIDEWALK PROJECT; HOMETOWN HOLIDAYS; AND A MAIN STREET PROGRAM; FOR THE RESIDENTS OF THE CITY OF CARTHAGE.

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 Agreement between the City of Carthage, Missouri and Vision Carthage providing for mutual undertakings and benefits from the services of providing: Carthage-In-Bloom; Restoration Carthage; Sidewalk Project; Hometown Holidays; and a Main Street Program; for the residents of the City of Carthage, a true copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF ________, 2022.

____
Dan Rife, Mayor

ATTEST:

____
Traci Cox, City Clerk

Sponsored by: Budget Ways & Means

AGREEMENT
by and between
THE CITY OF CARTHAGE, MISSOURI
and
VISION CARTHAGE

This Agreement, made and entered into this ______ day of ______________, 2022, is by and between Vision Carthage, a Missouri nonprofit corporation ("Vision Carthage"), and the City of Carthage, Missouri ("City").

WITNESSETH:

WHEREAS, the Vision Carthage committee is a fully independent organization and is recognized by the Internal Revenue Service as a 501(c)(3) organization; and

WHEREAS, the Vision Carthage committee has undertaken many projects for the benefit of the City of Carthage and its citizens; and

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general welfare of the City, to compensate Vision Carthage for the performance of services pursuant to this Agreement.

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits from the services set forth herein, the City and Vision Carthage agree as follows:

I. SCOPE OF SERVICES

Vision Carthage will provide the following services ("Services"):

A. Design-Carthage In Bloom $13,000

Vision Carthage shall work to create a more welcoming and vibrant community through the following projects:

Beautification:

- Flowers
- Soil
- Mulch
- Compost
- Fertilizer
- Watering
- Concept plans
- Project management

B. Restoration Carthage $6,500

Vision Carthage shall work throughout neighborhoods in Carthage to assist homeowners in minor exterior repairs, general clean up, and planting colorful vegetation around the homes. These projects, which increase property values and stabilize neighborhoods, are as follows:

East Central Avenue

- Landscaping
- Power washing
- Roll off
- Yard Cleanup
- Tools
- Project Management
  - ➢ Coordination with homeowners
  - ➢ Coordination of volunteers
  - Coordination of partners

C. Sidewalk Project $3,900

Vision Carthage shall repair sidewalks to promote the health and safety of our citizens, encourage tourism and increase walkability.

Sidewalks:

- Concrete
- Frames
- Coordination with homeowners
- Coordination with contractors
- Approval by Public Works Dept/City Council
- Project Management

D. Hometown Holidays $2,400

Vision Carthage shall create, coordinate and promote the Hometown Holidays event in early December to increase retail business and generate sales tax revenue for the City of Carthage.

Rental equipment:

- Ice skating rink
- Inflatables
- Lighting
- Decorations
- Tents
- Fencing
- Porta potties

Marketing
Coordinate with downtown business owners
Coordinate with vendors
Project Management

E. Main Street Program $11,700

Vision Carthage shall create a program to bring opportunities to business owners and the community to increase investment in the Downtown District, through grants, private investors and events.

- Building inventory
- Building investment guide
- Recruiting brochure
    - Printing costs
    - Photography
    - Graphic design
- Collect data and statistics on job growth/new businesses
- Coordinate grant opportunities for downtown businesses
- Project Management

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be from July 1, 2022 to June 30, 2023.

III. COMPENSATION AND METHOD OF PAYMENT

The City hereby agrees to compensate Vision Carthage for the Services as outlined in Section I in twelve (12) equal, monthly installments for a total of $37,500 for FY22-23, payable beginning July 1.

IV. UPDATES AND REVIEW PROCESS

Vision Carthage will meet with the City Council quarterly to review the progress of the efforts of Vision Carthage. They will review the scope of work, goals for next quarter, and review any reports Vision Carthage may provide. The City Council may request information or a report at any time. Vision Carthage shall provide the requested information or report within thirty (30) days.

V. REPRESENTATION ON BOARD

Vision Carthage's Board of Directors oversee the operation of Vision Carthage, and the City will possess one non-voting liaison position on the Board.

VI. INDEPENDENT CONTRACTOR

Vision Carthage is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely to provide the Services provided for herein as an independent contractor.

VII. TERMINATION OF CONTRACT

This Agreement may be terminated at any time by written, mutual agreement of the parties. The City shall have the right to terminate this Agreement in the event that Vision Carthage is in default or violation of the terms or provisions of this Agreement and fails to cure such default or violation within thirty (30) working days after receipt of a written Notice of Default, unless a longer time is agreed upon by both parties in writing, In case the default is not cured or remedied within thirty (30) working days or a longer period of time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter. In the event of termination, Vision Carthage shall refund to the City a pro-rated portion of the compensation paid pursuant to section III above. The pro-rated amount shall be determined by dividing the annual payment recited in section III by 365, and multiplying this daily amount by the number of days remaining in the year from and after the effective date of termination. Vision Carthage shall refund the pro-rated amount to the City within 30 days of the effective date of termination.

VIII. **NOTICE**

Any notice required by this contract is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

Notice to the City shall be addressed to:
City Administrator
City of Carthage, Missouri
326 Grant Street
Carthage, Missouri 64836

Notice to Vision Carthage shall be addressed to:
Executive Director
Vision Carthage
221 W. 4th Street
Carthage, MO 64836

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF CARTHAGE, MISSOURI	VISION CARTHAGE INC.
______________________	______________________
Dan Rife, Mayor	Lora Phelps, President
ATTEST:	ATTEST:
______________________	______________________
Traci Cox, *City Clerk*	Secretary

MAYOR'S APPOINTMENTS

RESOLUTIONS

MINUTES STANDING COMMITTEES

BUDGET WAYS & MEANS COMMITTEE
MONDAY, MAY 9, 2022 5:30 P.M.
CITY HALL COUNCIL CHAMBERS

MEMBERS PRESENT: Alan Snow, Ceri Otero, Ed Barlow and Mark Elliff.

OTHERS PRESENT: Mayor Dan Rife, City Administrator Greg Dagnan, Assistant City Administrator Traci Cox, Parks & Recreation Director Mark Peterson, Police Chief Bill Hawkins, Public Works Director Zeb Carney, Fire Chief Ryan Huntley, City Attorney Nate Dally, Council Members Ed Hardesty and David Armstrong, Chamber of Commerce Director Julie Reams and Vision Carthage Director Abi Almandinger.

Mr. Snow called the meeting to order at 5:30 P.M.

OLD BUSINESS:

1. **Approval of minutes from previous meeting:** Mr. Elliff made a motion to approve the minutes for the April 28 Budget Meeting. Motion carried 4-0.

NEW BUSINESS:

1. **Public Hearing Fiscal 2023 Budget.**

2. **Continue Budget Perfection.**

   The status of Fire Station #2, costs to operate Municipal Pool, the Police Department take-home vehicle program, a hiring freeze by attrition, the county transportation tax transfer of funds to the city, a future meeting with the Fire District Board, and collection of taxes in Peachtree CID were all discussed. ARPA funds will be used to cover any losses in the General Fund for the next fiscal year.

   Requests for use of ARPA funds were reviewed and approved as follows:

   Approved – Financial Reporting and Budgeting Software - $636,500

   Approved – PPE Stock for Fire Department - $30,000

   Approved – Auto CPR System for Fire Department - $35,000

   Approved – Civic Experience Software - $179,196

   Revisit – Wifi in Parks - $450,000 for all parks or $280,000 for key areas

   Revisit – Police Take-Home Vehicle Project - $542,710

   Agency Contracts were reviewed as follows:

   Over 60 Center – no increase, $21,000 for utilities and $2,000 for building maintenance

   CEDC – Ms. Otero moved to discuss support of CEDC efforts with CWEP explaining the City cannot afford the full request of $70,000 but will pay up to $20,000 to the CEDC. Motion carried 4-0.

   Chamber of Commerce – Mr. Barlow moved to freeze the contribution at $37,500 for the 2023 FY only. Motion carried 4-0.

   Vision Carthage – Mr. Elliff moved to enter into contract for $37,500. Motion carried.

   Carthage Humane Society – Ms. Otero moved to enter into contract for $44,000. Motion failed 1-3. Mr. Elliff moved to enter into contract for $39,500 but withdrew his motion. Mr. Barlow moved to enter into contract for $38,000. Motion carried 3-1 with Ms. Otero casting the nay vote.

Members discussed the Carthage Water & Electric Plant budget. Ms. Otero moved to approve the budget, including rate increases, and forward to council. Motion carried 4-0.

3. **Staff Reports.**

Mr. Dagnan reported on sales and use tax revenues.

4. **Other Business** None.

ADJOURNMENT: The meeting adjourned at 8:08 P.M. on motion by Mr. Barlow.

Respectfully submitted,
Traci Cox

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS
TUESDAY, MAY 10, 2022
5:00 p.m.

COMMITTEE MEMBERS PRESENT: Robin Harrison, David Armstrong, Trudy Blankenship and Robin Blair.

OTHER COUNCIL MEMBERS: Mayor Dan Rife and Ed Barlow

STAFF PRESENT: City Administrator Greg Dagnan, City Clerk Traci Cox.

Chair Robin Harrison called the meeting to order at 5:00 P.M.

OLD BUSINESS:

1. **Approval of minutes from previous meeting**: On a motion by Dr. Blair, the minutes of the April 26, 2022 meeting were approved 4-0.

2. **Review and approval of the Claims Report**: The Committee discussed items regarding the Claims Report. Dr. Blair moved to approve the claims. Motion carried 4-0.

NEW BUSINESS:

1. **Consider and discuss updates to the HR Coordinator Job Description.**

   Ms. Cox explained that due to budget cuts, the HR Coordinator position will continue doing payroll related duties so an additional employee wouldn't be needed. Mr. Armstrong moved to amend the job description to have the position supervised by the City Administrator instead of the City Clerk. Motion carried. Mr. Armstrong moved to approve the HR Coordinator job description as amended. Motion carried 4-0.

2. **Consider and discuss changes to the City Clerk Job Description.**

   Ms. Cox explained the City Clerk will continue with some finance duties but not as extensive as previously handled due to the restructuring of the Assistant City Administrator position. Mr. Armstrong moved to approve the City Clerk job description. Motion carried 4-0.

3. **Staff Reports:** Ms. Cox reported on a claims review meeting for Anthem employee health insurance. Property and casualty insurance will be increasing 5.1% for the next fiscal year.

4. **Other Reports:** None

ADJOURNMENT: Mr. Armstrong made a motion to adjourn at 5:36 PM. Motion carried 4-0.

Traci Cox

BUDGET WAYS & MEANS COMMITTEE
MONDAY, MAY 11, 2022 6:00 P.M.
CITY HALL COUNCIL CHAMBERS

MEMBERS PRESENT: Alan Snow, Ceri Otero, Ed Barlow and Mark Elliff.

OTHERS PRESENT: Mayor Dan Rife, City Administrator Greg Dagnan, Assistant City Administrator Traci Cox, Parks & Recreation Director Mark Peterson, Police Chief Bill Hawkins, Public Works Director Zeb Carney, Fire Chief Ryan Huntley, City Attorney Nate Dally, Council Members Ed Hardesty and David Armstrong, Chamber of Commerce Director Julie Reams and Vision Carthage Director Abi Almandinger.

Mr. Snow called the meeting to order at 5:30 P.M.

OLD BUSINESS:

1. **Approval of minutes from previous meeting:** Mr. Elliff made a motion to approve the minutes for the May 9 Budget Meeting. Motion carried 4-0.

NEW BUSINESS:

1. **Comments from Mayor Rife.**

   Mayor Rife encouraged the committee members to re-assess agency requests. He stated department heads had been asked not to increase their budgets, and he felt by increasing agency contracts, it was sending the wrong message to the staff. All agency requests were re-assessed. Mr. Elliff moved to revise the Vision Carthage contract back to the previous year funding of $25,600. Motion failed 2-2 with Mr. Elliff and Mr. Snow voting in favor and Mr. Barlow and Ms. Otero voting against. Agency contracts remained as previously approved.

2. **Continue Budget Perfection.**
   Mr. Barlow moved to transfer the available fund balance of the Landfill Closure Fund to the General Fund for the FY 2023 Budget. Motion carried. Ms. Otero moved to transfer from the Capital Improvements Tax Fund to the General Revenue Tax Fund for capital expenditures that meet the requirements of the Capital Improvements Tax for the FY 2023 Budget. Motion carried.

3. **Staff Reports.**

4. **Other Business** None.

ADJOURNMENT: The meeting adjourned at 6:40 P.M. on motion by Mr. Barlow.

Respectfully submitted,
Traci Cox

City of Carthage

Public Safety Committee – Minutes

Meeting Date: May 16, 2022 **Meeting Location:** City Hall- Council Chambers

Call to Order: Chairman Barlow **Time Called to Order:** 5:30pm

Attendance:
Chairman Barlow, Councilman Harrison, Councilman Elliff, Chief Huntley, Chief Hawkins, Greg Dagnan, Morgan Housh, Abi Almandinger, Jackie Boyer, Robin Blair

OLD BUSINESS

1. Councilman Elliff made the motion to accept the minutes from the previous meeting as written. Motion passed.

CITIZEN PARTICIPATION

1. Jackie Boyer spoke with committee on the Conservation Department Kids Fishing Day event. The event will be held on June 11, 2022 at Kellogg Lake from 8:00am to 12:00 noon. This event will be held the same as in the years past. She is requesting the same road closures and once the lake has been stocked that no fishing be allowed. Chairman Barlow made a motion to shut down appropriate roads on June 11th from 7:00am to 12:00 noon. Motion passed.

NEW BUSINESS

1. Staff Reports:
   - Fire Department
     - Updated the committee on staffing.
   - Police Department
     - Updated the committee on staffing
     - Spoke with the committee regarding the Senior Center and taxi prices.

Chairman Barlow made a motion to adjourn. Motion passed.

Next Meeting Date: June 20, 2022
Next Meeting Location: City Hall Council Chambers

Persons with disabilities who need special assistance – please contact the Fire Department at 417-237-7100, or the Police Department at 417-237-7200 at least 24 hours prior to the meeting.

PUBLIC SERVICES COMMITTEE MINUTES

Tuesday, May 17th at 5:30 pm

Carthage City Hall, Council Chambers

Public Services Committee Members Present: Ceri Otero, Ed Hardesty, Trudy Blankenship, Brandi Ensor

Members Absent: N/A

Staff Present: Greg Dagnan, Mark Peterson, Chelsea Cholley

Non-Members – Caleb Stiles, Abi Almandinger, John Hacker, Robin Blair

Councilwoman Otero called the meeting to order at 5:32 pm.

Old Business

1. **Consider and approve minutes from the previous meeting.**

   Ms. Ensor moved to correct the names of those making motions.

   Motion Carried

   Ms. Ensor moved to approve the minutes as amended.

   Motion Carried

New Business

1. **Consider and Discuss Pricing and Cost Recovery Policy.**

   Mr. Peterson discusses the need for a pricing and cost recovery policy and outlines the Price and Recovery Policy draft that has been created to identify in what cases there will be a need to set pricing to recover costs. The Pricing and Cost Recovery policy draft outlines pricing and how it is determined. Mr. Peterson states that this is determined by the Cost Recovery Pyramid, the foundation of the pyramid representing the community benefit that is mainly serviced by taxes and as you move up in the pyramid the pricing is more likely to need added user fees for activities with more induvial benefit. Mr. Peterson states that this will also need to have the ability to adapt to provide a consistent level of service to the community. Mr. Peterson requested the committee members provide feedback and suggestions to complete the draft. This Pricing and Cost recovery Policy is planned to be brought back to the Public Service Meeting in June with a final draft for committee action.

   No action was taken.

2. **Consider and Discuss Special Events Guidelines.**

Mr. Peterson discusses the need for Special Event Guidelines to help determine what would define a special event and what the processes would need to be followed by those interested in putting on events. Currently, there have not been any set processes or guidelines for special events readily available for those who are needing to know what is required to put on an event. Mr. Peterson explains that these in conjunction will help us determine prices, insurance that is needed, and any documentation the city may need from individuals. This will create consistent information for anyone interested in organizing any events in any city building, parks, or needing special services from police or fire. The Special event Guidelines are in draft form and committee members are requested by Mr. Peterson to provide feedback.

No action was taken.

3. **Consider and Discuss Professional Services Recommendation for Phase I; Our Town, Our Time Projects.**

Mr. Peterson discussed the RFQ that was processed with a response from four companies. There were responses received from Paragon Architecture, Hunter & Millard Architects Inc., GLMV Architecture, and Tompkins Architects. They were informed to provide information on team qualifications, experience with the scope of services needed, previous references, the familiarity of Carthage, the staff availability, and their rates. Based on that information Mr. Peterson provided the recommendation of GLMV Architecture due to the qualifications of their team and experience. GLMV Architecture has staff that has experience and familiarity with the Our Town, Our Time projects from previous experience with the Our Town, Our Time Master plan.

Mr. Haredesty motioned to accept the On-call Engineering and Architecture proposal from GLMV Architecture.

Motion Passed Unanimously

4. **Consider and Discuss Sudstock 2022.**

Mr. Stiles is requesting to use Municipal Park Saturday, June 25th, 12 pm-3 pm for Sudstock, an event hosted by The Alliance of SWMO and Carthage Caring Communities Coalition. Mr. Stiles explained that this event had been previously named Mudstock and will be an event open to the public to participate in raising funds that will be used to provide education, resources, And activities to the children and families of Carthage.

Mr. Hardesty motioned to approve the use of Municipal Park from 12 pm-3 pm for Sudstock 2022 on June 25th.

Motion Passed Unanimously

Staff Reports

-Mr. Peterson states there is potential to trade Walnut Bottoms for property adjacent to Kellogg Lake. Our Master Plan recommendation for Walnut Bottoms is to abandon the property. It currently is closed to the public due to safety issues and the adjacent property owner's request. The committee stated they would be interested in getting more information on trading Walnut Bottoms. This will be further researched and brought to the committee at a later date.

-Mr. Peterson states that there is an opportunity to receive property the Methodist Church currently owns in hopes to be used by the city and Farmers Market. This would allow more space and a covered area for the Farmer's Market and would not take up Central Park property. The committee was interested in getting more information on this opportunity. This will be further researched and brought back to the committee at a later date.

-Mr. Peterson stated that Great American Day went well and had a good turnout.

- Food Truck Friday for April was successful with wonderful attendance.

Councilman Hardesty made a motion to adjourn.

Motion Passed

Meeting adjourned at 7:22pm.

MINUTES SPECIAL COMMITTEES AND BOARDS

STEADLEY FAMILY LEGACY CENTER

CARTHAGE
PUBLIC LIBRARY

612 S. Garrison Avenue
Carthage, Missouri 64836
Ph 417.237.7040
Fx 417.237.7041
carthage.lib.mo.us

DRAFT APPROVED

CARTHAGE PUBLIC LIBRARY BOARD OF TRUSTEES
Tuesday, May 10th, 2022 5:15 p.m.

Steadley Family Legacy Center
612 S. Garrison Ave.

AGENDA
Roll Call of Members

Minutes from the Last Meeting/March 2022

Financial Report/ March, April

Director's Progress and Service Report

President's Message

Council Liaison's Report

Committee Reports
- Building Committee
- Budget Committee
  Presentation of Rough Budget 2022-23
- Community Relations
- By-Laws
- Library Gardens
- ADA Compliance
- Communications
- Compensation/Wages
  Present and Approve PTO Policy
- New Business
- Payment of Bills
- Adjournment
- Closed Session
- Adjournment

DRAFT APPROVED

CARTHAGE PUBLIC LIBRARY

FINANCIAL STATEMENTS

APRIL 30, 2022

SCHMIDT
CPAS & ADVISORS

SCHMIDT
CPAS & ADVISORS

ACCOUNTANT'S DISCLAIMER REPORT

To Management
Carthage Public Library
612 S Garrison
Carthage, MO 64836

The accompanying financial statements of Carthage Public Library as of and for the month ended April 30, 2022 omit substantially all disclosures. The financial statements were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

Schmidt Associates, LLC

May 06, 2022

Carthage Public Library
Balance Sheet - Cash basis
April 30, 2022

Assets

Current Assets	
Cash in bank - treasurer's cash	$ 762,092.68
Cash in bank - Community National Bank	898.94
Cash in bank - Guaranty Bank	(3,439.21)
Cash on hand - circulation desk	100.00
Cash on hand - Internet desk	40.00
Petty cash	120.00
Guaranty Bank CD #431	325,325.98
Guaranty Bank CD #531	325,325.98
MOSIP Investment	19,710.52
Total Current Assets	1,430,174.89
Total Assets	$ 1,430,174.89

Liabilities and Net Assets

Current Liabilities	
Insurance proceeds payable	$ 11,732.77
Total Current Liabilities	11,732.77
Total Liabilities	11,732.77
Net Assets	
Unrestricted Net Assets	796,014.13
Temporarily Restricted Net Assets:	
Boylan Grant	6,252.67
Carthage Community Foundation	5,000.00
CPL Collection Development Grant	(5,000.00)
CPL Development Foundation	10,178.66
Debbie Putnam - Ebooks	23,139.74
Library Gardens	2,282.78
Spotlight on Literacy (RTR)-MOSL-SLT-CTHG 06/2020-05/2021	(2,641.20)
Spotlight on Literacy (RTR)-LOCAL Funds-SLT-CTHG 06/2020-05/2021	5,245.76
Spotlight on Literacy - MOSL -2020	(4,206.00)
Spotlight on Literacy Grant-MOSL-SLT20-CAPL 06/2020-05/2021	(6,153.75)
Spotlight on Literacy MOSL Grant -SLT21-076	(212.50)
Spotlight on Literacy Grant-LOCAL Funds-SLT20-CAPL 06/2020-05/2021	18,616.35
Steadley Trust	926.16
Summer Reading Program LOCAL Funds- 2021 #SLP20-029	186.43
Summer Reading Program MOSL Funds- 2021 #SLP20-029	(4,375.61)
Thelma Stanley Foundation Grant	16,602.37
Multi Purpose Building - furnishings and supplies	178,445.48
Mulit Purpose Building	(181,501.91)
Anne Elliff - Children's Dept	2,509.76
Author Vist MOSL GRANT-10015	(878.90)
Operational reserves	195,998.47
Change in net assets	362,013.23
Total Net Assets	1,418,442.12
Total Liabilities and Net Assets	$ 1,430,174.89

Substantially all disclosures ordinarily included in Cash basis financial statements are omitted, and no assurance is provided on these financial statements.

Carthage blic Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and ten months ended April 30, 2022

	2022 Month Actual	Monthly Budget	Monthly Variance	2022 Year to date	Annual Budget	Annual Variance
Revenue						
Book sale income	$ 124.00	$ 250.00	$ (126.00)	$ 1,705.00	$ 3,000.00	$ (1,295.00)
Copier income	673.70	416.67	257.03	3,788.15	5,000.00	(1,211.85)
Donations	5.00	0.00	5.00	13,066.98	0.00	13,066.98
Donations-restricted	0.00	0.00	0.00	357,020.26	0.00	357,020.26
Fax income	66.60	83.34	(16.74)	740.83	1,000.00	(259.17)
Fine income	529.09	416.67	112.42	4,027.91	5,000.00	(972.09)
Interest income	(88.64)	250.00	(338.64)	2,107.11	3,000.00	(892.89)
Non-resident fee income	340.00	583.34	(243.34)	4,960.00	7,000.00	(2,040.00)
Payment for lost books	52.97	0.00	52.97	369.46	0.00	369.46
Postage income	0.00	0.00	0.00	9.00	0.00	9.00
State aid	0.00	1,041.67	(1,041.67)	8,939.34	12,500.00	(3,560.66)
Sur tax	0.00	2,666.67	(2,666.67)	80,587.65	32,000.00	48,587.65
Tax income	0.00	17,500.00	(17,500.00)	214,967.56	210,000.00	4,967.56
Tax income - Park and storm water	44,437.64	38,916.67	5,520.97	457,020.51	467,000.00	(9,979.49)
Miscellaneous income	0.00	500.00	(500.00)	1.13	6,000.00	(5,998.87)
Other income	32.71	0.00	32.71	473.18	0.00	473.18
Total revenue	46,173.07	62,625.03	(16,451.96)	1,149,784.07	751,500.00	398,284.07

Substantially all disclosures ordinarily included in Cash basis financial statements are omitted, and no assurance is provided on these financial statements.

Carthage Public Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and ten months ended April 30, 2022

	2022 Month Actual	Monthly Budget	Monthly Variance	2022 Year to date	Annual Budget	Annual Variance
Operating Expenses						
Salaries	40,097.43	42,250.00	2,152.57	432,899.40	507,000.00	74,100.60
Lagers	2,005.96	2,083.33	77.37	21,965.43	25,000.00	3,034.57
Insurance - health	1,063.00	1,250.00	187.00	14,721.33	15,000.00	278.67
Payroll taxes - FICA	3,067.46	3,166.66	99.20	33,121.33	38,000.00	4,878.67
Total payroll expenses	46,233.85	48,749.99	2,516.14	502,707.49	585,000.00	82,292.51
Employee goodwill	59.51	333.33	273.82	2,502.54	4,000.00	1,497.46
Advertising	0.00	125.00	125.00	398.95	1,500.00	1,101.05
Audio-visuals	0.00	125.00	125.00	287.49	1,500.00	1,212.51
Books	11,331.44	2,083.33	(9,248.11)	29,316.19	25,000.00	(4,316.19)
Books - children's	0.00	1,083.33	1,083.33	9,238.97	13,000.00	3,761.03
Contract fees	3,999.37	3,083.33	(916.04)	38,109.17	37,000.00	(1,109.17)
Dues and travel	203.42	583.33	379.91	2,830.96	7,000.00	4,169.04
Ebooks	0.00	291.66	291.66	3,800.00	3,500.00	(300.00)
Furniture and equipment	0.00	250.00	250.00	668.34	3,000.00	2,331.66
Information technology (IT)	16.24	583.33	567.09	2,978.91	7,000.00	4,021.09
Insurance	0.00	2,666.66	2,666.66	37,686.23	32,000.00	(5,686.23)
Interest expense	0.00	0.00	0.00	1,789.27	0.00	(1,789.27)
Legal and professional	0.00	500.00	500.00	6,700.00	6,000.00	(700.00)
Periodicals	29.00	291.66	262.66	3,981.45	3,500.00	(481.45)
Postage	174.99	125.00	(49.99)	799.90	1,500.00	700.10
Programs - adult	4,093.08	416.66	(3,676.42)	11,276.79	5,000.00	(6,276.79)
Programs - children	541.40	666.66	125.26	4,746.20	8,000.00	3,253.80
Programs, teens	0.00	41.66	41.66	368.10	500.00	131.90
Repairs and maintenance	3,400.79	2,916.66	(484.13)	43,844.43	35,000.00	(8,844.43)
Supplies	502.46	1,666.66	1,164.20	13,284.64	20,000.00	6,715.36
Supplies - multi purpose building	1,231.34	1,250.00	18.66	26,513.74	15,000.00	(11,513.74)
Telephone	629.78	500.00	(129.78)	4,105.31	6,000.00	1,894.69
Utilities	3,286.56	3,333.33	46.77	39,835.77	40,000.00	164.23
	29,499.38	22,916.59	(6,582.79)	285,063.35	275,000.00	(10,063.35)
Total expenses and losses	75,733.23	71,666.58	(4,066.65)	787,770.84	860,000.00	72,229.16

Substantially all disclosures ordinarily included in Cash basis financial statements are omitted, and no assurance is provided on these financial statements.

Carthage . lic Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and ten months ended April 30, 2022

	2022 Month Actual	Monthly Budget	Monthly Variance	2022 Year to date	Annual Budget	Annual Variance
Increase/(Decrease) in unrestricted net assets before transfers	(29,560.16)	(9,041.55)	(20,518.61)	362,013.23	(108,500.00)	470,513.23
Transfers from temporary restricted	17,993.20	9,041.67	8,951.53	74,736.64	108,500.00	(33,763.36)
Transfers to temporary restricted	0.00	0.00	0.00	(357,020.26)	0.00	(357,020.26)
Increase/(Decrease) in unrestricted net assets	(11,566.96)	0.12	(11,567.08)	79,729.61	0.00	79,729.61

Substantially all disclosures ordinarily included in Cash basis financial statements are omitted, and no assurance is provided on these financial statements.

Carthag ublic Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and ten months ended April 30, 2022

	2022 Month Actual	Monthly Budget	Monthly Variance	2022 Year to date	Annual Budget	Annual Variance
Changes in temporarily restricted net assets						
Spotlight on Literacy (RTR) - MOSL-SLT20-CTHG 06/2020-05/2021	0.00			2,740.81		
Spotlight on Literacy Grant-MOSL-SLT20-CAPL 06/2020-05/2021	0.00			6,269.13		
Spotlight on Literacy MOSL Grant - SLT21-076	0.00			11,990.00		
Spotlight on Literacy LOCAL Funds - SLT21-076	0.00			10,000.00		
Steadley Trust	0.00			100,000.00		
Summer Reading Program - Local Funds 2022	0.00			2,535.00		
Summer Reading Program MOSL Funds- 2021 #SLP20-029	0.00			4,000.00		
Muliti Purpose Building	0.00			185,332.32		
Anne Elliff - Children's Dept	0.00			6,000.00		
Author Visit MOSL Grant -10015	0.00			753.00		
Excel High School	0.00			27,400.00		
CPL Development Foundation	(9,350.00)			(9,350.00)		
CLSP Grant -2022	0.00			(203.90)		
Debbie Putnam - Ebooks	0.00			(3,800.00)		
Spotlight on Literacy (RTR) - MOSL-SLT20-CTHG 06/2020-05/2021	0.00			(99.61)		
Spotlight on Literacy Grant-MOSL-SLT20-CAPL 06/2020-05/2021	0.00			(115.38)		
Spotlight on Literacy MOSL Grant - SLT21-076	(1,658.25)			(16,443.90)		
Spotlight on Literacy LOCAL Funds - SLT21-076	(4,753.61)			(11,797.20)		
Steadley Trust	0.00			(2,250.00)		
Summer Reading Program LOCAL Funds- 2021 #SLP20-029	0.00			(186.43)		
Summer Reading Program MOSL Funds- 2021 #SLP20-029	0.00			375.61		
Thelma Stanley Foundation Grant	0.00			(339.61)		
Multi Purpose Building - furnishings and supplies	(1,231.34)			(22,736.48)		
Anne Elliff - Children's Dept	0.00			(2,515.64)		
Author Visit MOSL Grant - 10015	0.00			125.90		
Excel High School	(1,000.00)			(5,400.00)		
Increase/(Decrease) in temporarily restricted net assets	(17,993.20)			282,283.62		
Change in net assets	$ (29,560.16)			$ 362,013.23		

Substantially all disclosures ordinarily included in Cash basis financial statements are omitted, and no assurance is provided on these financial statements.

Carthage blic Library
Gift Account Activity
For the one month and ten months ended April 30, 2022

	Beginning Balance	Increases	Decreases	Ending balance
Boylan Grant	$ 6,252.67	$ 0.00	$ 0.00	$ 6,252.67
Carthage Community Foundation	5,000.00	0.00	0.00	5,000.00
CPL Collection Development Grant	(5,000.00)	0.00	0.00	(5,000.00)
CPL Development Foundation	10,178.66	0.00	(9,350.00)	828.66
CLSP Grant -2022	0.00	0.00	(203.90)	(203.90)
Debbie Putnam - Ebooks	23,139.74	0.00	(3,800.00)	19,339.74
Library Gardens	2,282.78	0.00	0.00	2,282.78
Spotlight on Literacy (RTR)-MOSL-SLT-CTHG 06/2020-05/2021	(2,641.20)	2,740.81	(99.61)	0.00
Spotlight on Literacy (RTR)-LOCAL Funds-SLT-CTHG 06/2020-05/2021	5,245.76	0.00	0.00	5,245.76
Spotlight on Literacy - MOSL -2020	(4,206.00)	0.00	0.00	(4,206.00)
Spotlight on Literacy Grant-MOSL-SLT20-CAPL 06/2020-05/2021	(6,153.75)	6,269.13	(115.38)	0.00
Spotlight on Literacy Local Funds - SLT21-076	(212.50)	11,990.00	(16,443.90)	(4,666.40)
Spotlight on Literacy Grant-LOCAL Funds-SLT20-CAPL 06/2020-05/2021	18,616.35	0.00	0.00	18,616.35
Spotlight on Literacy Local Funds - SLT21-076	0.00	10,000.00	(11,797.20)	(1,797.20)
Steadley Trust	926.16	100,000.00	(2,250.00)	98,676.16
Summer Reading Program LOCAL Funds- 2021 #SLP20-029	186.43	0.00	(186.43)	0.00
Summer Reading Program - Local Funds 2022	0.00	2,535.00	0.00	2,535.00
Summer Reading Program MOSL Funds- 2021 #SLP20-029	(4,375.61)	4,000.00	375.61	0.00
Thelma Stanley Foundation Grant	16,602.37	0.00	(339.61)	16,262.76
Multi Purpose Building - furnishings and supplies	178,445.48	0.00	(22,736.48)	155,709.00
Mulit Purpose Building	(181,501.91)	185,332.32	0.00	3,830.41
Anne Elliff - Children's Dept	2,509.76	6,000.00	(2,515.64)	5,994.12
Author Vist MOSL GRANT-10015	(878.90)	753.00	125.90	0.00
Excel High School	0.00	27,400.00	(5,400.00)	22,000.00
Operational reserves	195,998.47	0.00	0.00	195,998.47
Totals	$ 260,414.76	$ 357,020.26	$ (74,736.64)	$ 542,698.38

Substantially all disclosures ordinarily included in Cash basis financial statements are omitted, and no assurance is provided on these financial statements.

Director's Progress and Service Report, May, 2022

Julie Yockey, Director

The library is beginning to look a lot like an underwater adventure! "Oceans of Possibilities" is our Summer Reading theme this year, and our calendar is full of activities for people of all ages. The kick off will take place on May 23, 2022. Check the program out on FB or our library website. For the first time in two years, Ms. Sherri is able to make presentations at all of the schools to help promote our in-house programs this year!

On April 18th we hosted a wonderful retirement party for Pat Wakefield. Pat has been instrumental for helping to implement our Adult ESL/Citizenship program over the past 6 years. We celebrated Pat all day long and had close to 100 of her former students stop by to wish her many blessings and to thank her for her service. During her tenure with the Library she has helped to Naturalize 40 new American citizens, and she leaves the Library in wonderful hands with our new educator, Angel Garcia. Angel is a full time educator at Carthage High School and comes to us with blessings from Dr. Baker the school Superintendent. The schedule for our classes has to change a bit as Angel teaches all day, and will be with in the evening on Monday and on Saturday mornings.

Other library updates include: The Building Committee will give an update this evening on our HVAC system. The existing unit has a mother board that has failed, and we are awaiting the arrival of the replacement part. We have no choice but to keep the old unit working as well as it can until the new unit arrives. (Late summer) With the rain and humidity we already have the dehumidifiers in place and working 24/7. Jerry Welch our maintenance person is busy in the gardens, doing general maintenance on the library as well as helping us get prepared and set up for Summer Reading. The fountain will get its' annual repairs this week and will be open for the holiday weekend. Pinewood Nursery has been notified that we are ready for shrub and bush trimming. The Makerspace building, as you can see by the statistics, has been steady and busy with people checking out gardening tools to use this spring. The children were treated to a "Discovery Day" on April 27th. Due to COVID we had not been able to offer this program for two years. It was a wonderful day, using the patio under the sun shades as well as the inside of the

Steadley Building, children were so excited to be able to be involved in 8 different hands on experiences. From painting, (A first time for us), to STEM activities, physical games, fishing and bubbles. The 3-6 year olds from St. Ann's as well as children in attendance at open Story Time all had great fun. The new Steadley Building worked out perfectly, just as it was planned to do. In order to provide a program such as this, it took four staff members working two days but it was worth it. The Library is in good shape as we have had our quarterly sprinkler inspection, yearly backflow inspection as well as pest control. We have had two instances of vandalism in the men's restroom. The Carthage PD was notified.

This evening the Board will review and be asked to approve an update "Personnel Policy' as well as a rough Budget draft.

Respectfully submitted,

Julie Yockey, Director

Progress Report
May, 2022, Sherri Luce

The Excel High School Program at the Carthage Public Library has shown to be a much needed resource in the community. We introduced it through a post on Facebook and it was shared over 100 times. Within the week, we had almost 10 applicants.
The Library has approved three students that are working diligently towards their diploma. Each has logged in every day and is excited for the opportunity. We also have interviews set up for more potential students over the next several days and more working on the prerequisite exam.

The summer reading program begins May 23rd, with a special kick off program scheduled on the 24th. 'The Fishing Magicians' will be here at 10 am. Throughout this six weeks, we have story times, STEAM events, family programming, movie nights, a puppet show, a juggling performer, the Calypso Diving group and of course, the reading challenge itself. The Library enjoys partnering with local organizations to encourage patrons, especially children, to spend time everyday reading, even through the summer. Studies show that children that continue reading over the break return to school the next fall without losing much needed vocabulary and comprehension skills. The Library loves being a part of encouraging and providing fun ways to promote literacy.

Respectfully submitted,
Sherri Luce, Children's Director
EXCEL High School Administrator

The Carthage Public Library Board of Trustees Meeting Minutes – March 2022

The Carthage Public Library Board of Trustees met Tuesday, March 8, 2022, in the Carthage Public Library, Steadley Family Legacy Center using appropriate social distancing protocol and COVID-19 precautionary measures. The meeting was called to order at 10:05 am by Sandy Swingle, President.

Roll Call
Board Members present: Gary Cole, Sandy Swingle, Carrie Campbell, Peggy Ralston and Donna Thomason. Board members Justin Baucom, Kevin Johnson, Miriam Putnam and Eric Putnam were absent. Library Director Julie Yockey was also present.

Minutes of Last Meeting
There were no changes to the minutes of the last regular meeting of February 8, 2022. A motion to approve the regular meeting minutes was made by Gary Cole and seconded by Peggy Ralston. Motion passed unanimously.

Financial Report
Attached. The February 2022 financial report was presented. A motion to approve the February 2022 financial report was made by Peggy Ralston and seconded by Donna Thomason. Motion passed unanimously.

Director's Progress and Service Report
Attached.

Youth Services Progress and Services Report
Attached.

President's Message
No report.

Council Liaison's Report
No report.

Committee Reports
Building Committee – Gary Cole moved on behalf of the building committee we proceed with the 70 ton Aaon HVAC unit. Peggy Ralston seconded. Motion passed unanimously.

Budget Committee – No report.

Community Relations – No report.

By-Laws – No report.

Library Gardens – No report.

ADA Compliance – No report.

Communications – No report.

Compensation/Wages – Julie will meet with Brian Schmidt on March 17, 2022 to discuss policy.

Unfinished Business
No report.

New Business
No report.

Payment of Bills
Sandy Swingle said she had reviewed the bills and they could be paid. Peggy Ralston made a motion to pay the bills. Donna Thomason seconded. Motion passed unanimously.

Closed Session
The Carthage Public Library Board of Trustees met in closed session on Tuesday, March 8, 2022 in the Carthage Public Library Steadley Family Legacy Center using appropriate social distancing protocol and COVID-19 precautionary measures. Gary Cole moved to go into closed session. Peggy Ralston seconded. The meeting was called to order at 10:49 am by roll call vote. Board members Peggy Ralston, Sandy Swingle, Gary Cole, Carrie Campbell and Donna Thomason voted in favor of the closed session. Director Julie Yockey was also present.

Gary Cole moved to adjourn the closed session. Peggy Ralston seconded. Board members Peggy Ralston, Sandy Swingle, Gary Cole, Carrie Campbell and Donna Thomason voted in favor of adjourning the closed session. Closed session ended March 8, 2022 at 10:57 am.

Adjournment
Gary Cole made a motion to adjourn. Peggy Ralston seconded. Motion passed unanimously. Meeting was adjourned at 11:03 am.

Respectfully submitted,

Carrie Campbell

Carrie Campbell
Secretary-Treasurer (Acting)

The Carthage Public Library Board of Trustees Meeting Minutes – Closed Session – March 2022

The Carthage Public Library Board of Trustees met in closed session on Tuesday, March 8, 2022 in the Carthage Public Library Steadley Family Legacy Center using appropriate social distancing protocol and COVID-19 precautionary measures. Gary Cole moved to go into closed session. Peggy Ralston seconded. The meeting was called to order at 10:49 am by roll call vote. Board members Peggy Ralston, Sandy Swingle, Gary Cole, Carrie Campbell and Donna Thomason voted in favor of the closed session. Director Julie Yockey was also present.

New Business

1) Julie discussed the recent termination of a staff member, Margret Smith.

Gary Cole moved to adjourn the closed session. Peggy Ralston seconded. Board members Peggy Ralston, Sandy Swingle, Gary Cole, Carrie Campbell and Donna Thomason voted in favor of adjourning the closed session. Closed session ended March 8, 2022 at 10:57 am.

Respectfully submitted,

Carrie Campbell

Carrie Campbell
Secretary-Treasurer (Acting)

DRAFT APPROVED

CARTHAGE PUBLIC LIBRARY

FINANCIAL STATEMENTS

MARCH 31, 2022

SCHMIDT
CPAS & ADVISORS

Carthage Public Library
Balance Sheet - Cash basis
March 31, 2022

Assets

Current Assets	
Cash in bank - treasurer's cash	$ 785,380.61
Cash in bank - Community National Bank	898.94
Cash in bank - Guaranty Bank	11,487.05
Cash on hand - circulation desk	100.00
Cash on hand - Internet desk	40.00
Petty cash	120.00
Guaranty Bank CD #431	325,325.98
Guaranty Bank CD #531	325,325.98
MOSIP Investment	19,708.39
Total Current Assets	1,468,386.95
Total Assets	$ 1,468,386.95

Liabilities and Net Assets

Current Liabilities	
Insurance proceeds payable	$ 20,384.67
Total Current Liabilities	20,384.67
Total Liabilities	20,384.67
Net Assets	
Unrestricted Net Assets	796,014.13
Temporarily Restricted Net Assets:	
Boylan Grant	6,252.67
Carthage Community Foundation	5,000.00
CPL Collection Development Grant	(5,000.00)
CPL Development Foundation	10,178.66
Debbie Putnam - Ebooks	23,139.74
Library Gardens	2,282.78
Spotlight on Literacy (RTR)-MOSL-SLT-CTHG 06/2020-05/2021	(2,641.20)
Spotlight on Literacy (RTR)-LOCAL Funds-SLT-CTHG 06/2020-05/2021	5,245.76
Spotlight on Literacy - MOSL -2020	(4,206.00)
Spotlight on Literacy Grant-MOSL-SLT20-CAPL 06/2020-05/2021	(6,153.75)
Spotlight on Literacy MOSL Grant -SLT21-076	(212.50)
Spotlight on Literacy Grant-LOCAL Funds-SLT20-CAPL 06/2020-05/2021	18,616.35
Steadley Trust	926.16
Summer Reading Program LOCAL Funds- 2021 #SLP20-029	186.43
Summer Reading Program MOSL Funds- 2021 #SLP20-029	(4,375.61)
Thelma Stanley Foundation Grant	16,602.37
Multi Purpose Building - furnishings and supplies	178,445.48
Mulit Purpose Building	(181,501.91)
Anne Elliff - Children's Dept	2,509.76
Author Vist MOSL GRANT-10015	(878.90)
Operational reserves	195,998.47
Change in net assets	391,573.39
Total Net Assets	1,448,002.28
Total Liabilities and Net Assets	$ 1,468,386.95

Substantially all disclosures ordinarily included in Cash basis financial statements are omitted, and no assurance is provided on these financial statements.

Carthage)lic Library

Statements of Income and Other Changes in Net Assets - Cash basis

For the one month and nine months ended March 31, 2022

	2022 Month Actual	Monthly Budget	Monthly Variance	2022 Year to date	Annual Budget	Annual Variance
Revenue						
Book sale income	$ 329.60	$ 250.00	$ 79.60	$ 1,581.00	$ 3,000.00	$ (1,419.00)
Copier income	535.60	416.67	118.93	3,114.45	5,000.00	(1,885.55)
Donations	1,520.65	0.00	1,520.65	13,061.98	0.00	13,061.98
Donations-restricted	1,500.00	0.00	1,500.00	357,020.26	0.00	357,020.26
Fax income	85.20	83.34	1.86	674.23	1,000.00	(325.77)
Fine income	442.95	416.67	26.28	3,498.82	5,000.00	(1,501.18)
Interest income	521.95	250.00	271.95	2,195.75	3,000.00	(804.25)
Non-resident fee income	600.00	583.34	16.66	4,620.00	7,000.00	(2,380.00)
Payment for lost books	23.50	0.00	23.50	316.49	0.00	316.49
Postage income	2.00	0.00	2.00	9.00	0.00	9.00
State aid	6.49	1,041.67	(1,035.18)	8,939.34	12,500.00	(3,560.66)
Sur tax	80,583.00	2,666.67	77,916.33	80,587.65	32,000.00	48,587.65
Tax income	3,914.84	17,500.00	(13,585.16)	214,967.56	210,000.00	4,967.56
Tax income - Park and storm water	43,784.94	38,916.67	4,868.27	412,582.87	467,000.00	(54,417.13)
Miscellaneous income	0.00	500.00	(500.00)	1.13	6,000.00	(5,998.87)
Other income	96.60	0.00	96.60	440.47	0.00	440.47
Total revenue	133,947.32	62,625.03	71,322.29	1,103,611.00	751,500.00	352,111.00

Substantially all disclosures ordinarily included in Cash basis financial statements are omitted, and no assurance is provided on these financial statements.

Carthage plic Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and nine months ended March 31, 2022

	2022 Month Actual	Monthly Budget	Monthly Variance	2022 Year to date	Annual Budget	Annual Variance
Operating Expenses						
Salaries	41,329.28	42,250.00	920.72	392,801.97	507,000.00	114,198.03
Lagers	2,129.34	2,083.33	(46.01)	19,959.47	25,000.00	5,040.53
Insurance - health	1,063.00	1,250.00	187.00	13,658.33	15,000.00	1,341.67
Payroll taxes - FICA	3,162.17	3,166.66	4.49	30,053.87	38,000.00	7,946.13
Total payroll expenses	47,683.79	48,749.99	1,066.20	456,473.64	585,000.00	128,526.36
Employee goodwill	339.34	333.33	(6.01)	2,443.03	4,000.00	1,556.97
Advertising	0.00	125.00	125.00	398.95	1,500.00	1,101.05
Audio-visuals	0.00	125.00	125.00	287.49	1,500.00	1,212.51
Books	6,279.65	2,083.33	(4,196.32)	17,984.75	25,000.00	7,015.25
Books - children's	44.77	1,083.33	1,038.56	9,238.97	13,000.00	3,761.03
Contract fees	1,483.83	3,083.33	1,599.50	34,109.80	37,000.00	2,890.20
Dues and travel	418.88	583.33	164.45	2,627.54	7,000.00	4,372.46
Ebooks	0.00	291.66	291.66	3,800.00	3,500.00	(300.00)
Furniture and equipment	0.00	250.00	250.00	668.34	3,000.00	2,331.66
Information technology (IT)	29.98	583.33	553.35	2,962.67	7,000.00	4,037.33
Insurance	0.00	2,666.66	2,666.66	37,686.23	32,000.00	(5,686.23)
Interest expense	0.00	0.00	0.00	1,789.27	0.00	(1,789.27)
Legal and professional	0.00	500.00	500.00	6,700.00	6,000.00	(700.00)
Periodicals	92.98	291.66	198.68	3,952.45	3,500.00	(452.45)
Postage	24.99	125.00	100.01	624.91	1,500.00	875.09
Programs - adult	527.92	416.66	(111.26)	7,183.71	5,000.00	(2,183.71)
Programs - children	0.00	666.66	666.66	4,204.80	8,000.00	3,795.20
Programs, teens	0.00	41.66	41.66	368.10	500.00	131.90
Repairs and maintenance	2,123.32	2,916.66	793.34	40,443.64	35,000.00	(5,443.64)
Supplies	644.49	1,666.66	1,022.17	12,782.18	20,000.00	7,217.82
Supplies - multi purpose building	(17.53)	1,250.00	1,267.53	25,282.40	15,000.00	(10,282.40)
Telephone	272.50	500.00	227.50	3,475.53	6,000.00	2,524.47
Utilities	5,493.09	3,333.33	(2,159.76)	36,549.21	40,000.00	3,450.79
	17,758.21	22,916.59	5,158.38	255,563.97	275,000.00	19,436.03
Total expenses and losses	65,442.00	71,666.58	6,224.58	712,037.61	860,000.00	147,962.39

Substantially all disclosures ordinarily included in Cash basis financial statements are omitted, and no assurance is provided on these financial statements.

Carthage ›lic Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and nine months ended March 31, 2022

	2022 Month Actual	Monthly Budget	Monthly Variance	2022 Year to date	Annual Budget	Annual Variance
Increase/(Decrease) in unrestricted net assets before transfers	68,505.32	(9,041.55)	77,546.87	391,573.39	(108,500.00)	500,073.39
Transfers from temporary restricted	6,678.54	9,041.67	(2,363.13)	56,743.44	108,500.00	(51,756.56)
Transfers to temporary restricted	(28,900.00)	0.00	(28,900.00)	(357,020.26)	0.00	(357,020.26)
Increase/(Decrease) in unrestricted net assets	46,283.86	0.12	46,283.74	91,296.57	0.00	91,296.57

Substantially all disclosures ordinarily included in Cash basis financial statements are omitted, and no assurance is provided on these financial statements.

Carthage)lic Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and nine months ended March 31, 2022

	2022 Month Actual	Monthly Budget	Monthly Variance	2022 Year to date	Annual Budget	Annual Variance
Changes in temporarily restricted net assets						
Spotlight on Literacy (RTR) - MOSL-SLT20-CTHG 06/2020-05/2021	0.00			2,740.81		
Spotlight on Literacy Grant-MOSL-SLT20-CAPL 06/2020-05/2021	0.00			6,269.13		
Spotlight on Literacy MOSL Grant - SLT21-076	0.00			11,990.00		
Spotlight on Literacy LOCAL Funds - SLT21-076	0.00			10,000.00		
Steadley Trust	0.00			100,000.00		
Summer Reading Program - Local Funds 2022	1,500.00			2,535.00		
Summer Reading Program MOSL Funds- 2021 #SLP20-029	0.00			4,000.00		
Muliti Purpose Building	0.00			185,332.32		
Anne Elliff - Children's Dept	0.00			6,000.00		
Author Visit MOSL Grant -10015	0.00			753.00		
Excel High School	27,400.00			27,400.00		
CLSP Grant -2022	0.00			(203.90)		
Debbie Putnam - Ebooks	0.00			(3,800.00)		
Spotlight on Literacy (RTR) - MOSL-SLT20-CTHG 06/2020-05/2021	0.00			(99.61)		
Spotlight on Literacy Grant-MOSL-SLT20-CAPL 06/2020-05/2021	0.00			(115.38)		
Spotlight on Literacy MOSL Grant - SLT21-076	(5,218.15)			(14,785.65)		
Spotlight on Literacy LOCAL Funds - SLT21-076	(477.92)			(7,043.59)		
Steadley Trust	0.00			(2,250.00)		
Summer Reading Program LOCAL Funds- 2021 #SLP20-029	0.00			(186.43)		
Summer Reading Program MOSL Funds- 2021 #SLP20-029	0.00			375.61		
Thelma Stanley Foundation Grant	3,400.00			(339.61)		
Multi Purpose Building - furnishings and supplies	(111.47)			(21,505.14)		
Anne Elliff - Children's Dept	129.00			(2,515.64)		
Author Visit MOSL Grant - 10015	0.00			125.90		
Excel High School	(4,400.00)			(4,400.00)		
Increase/(Decrease) in temporarily restricted net assets	22,221.46			300,276.82		
Change in net assets	$ 68,505.32			$ 391,573.39		

Substantially all disclosures ordinarily included in Cash basis financial statements are omitted, and no assurance is provided on these financial statements.

Carthage ublic Library
Gift Account Activity
For the one month and nine months ended March 31, 2022

	Beginning Balance	Increases	Decreases	Ending balance
Boylan Grant	$ 6,252.67	$ 0.00	$ 0.00	$ 6,252.67
Carthage Community Foundation	5,000.00	0.00	0.00	5,000.00
CPL Collection Development Grant	(5,000.00)	0.00	0.00	(5,000.00)
CPL Development Foundation	10,178.66	0.00	0.00	10,178.66
CLSP Grant -2022	0.00	0.00	(203.90)	(203.90)
Debbie Putnam - Ebooks	23,139.74	0.00	(3,800.00)	19,339.74
Library Gardens	2,282.78	0.00	0.00	2,282.78
Spotlight on Literacy (RTR)-MOSL-SLT-CTHG 06/2020-05/2021	(2,641.20)	2,740.81	(99.61)	0.00
Spotlight on Literacy (RTR)-LOCAL Funds-SLT-CTHG 06/2020-05/2021	5,245.76	0.00	0.00	5,245.76
Spotlight on Literacy - MOSL -2020	(4,206.00)	0.00	0.00	(4,206.00)
Spotlight on Literacy Grant-MOSL-SLT20-CAPL 06/2020-05/2021	(6,153.75)	6,269.13	(115.38)	0.00
Spotlight on Literacy Local Funds - SLT21-076	(212.50)	11,990.00	(14,785.65)	(3,008.15)
Spotlight on Literacy Grant-LOCAL Funds-SLT20-CAPL 06/2020-05/2021	18,616.35	0.00	0.00	18,616.35
Spotlight on Literacy Local Funds - SLT21-076	0.00	10,000.00	(7,043.59)	2,956.41
Steadley Trust	926.16	100,000.00	(2,250.00)	98,676.16
Summer Reading Program LOCAL Funds- 2021 #SLP20-029	186.43	0.00	(186.43)	0.00
Summer Reading Program - Local Funds 2022	0.00	2,535.00	0.00	2,535.00
Summer Reading Program MOSL Funds- 2021 #SLP20-029	(4,375.61)	4,000.00	375.61	0.00
Thelma Stanley Foundation Grant	16,602.37	0.00	(339.61)	16,262.76
Multi Purpose Building - furnishings and supplies	178,445.48	0.00	(21,505.14)	156,940.34
Mulit Purpose Building	(181,501.91)	185,332.32	0.00	3,830.41
Anne Elliff - Children's Dept	2,509.76	6,000.00	(2,515.64)	5,994.12
Author Vist MOSL GRANT-10015	(878.90)	753.00	125.90	0.00
Excel High School	0.00	27,400.00	(4,400.00)	23,000.00
Operational reserves	195,998.47	0.00	0.00	195,998.47
Totals	$ 260,414.76	$ 357,020.26	$ (56,743.44)	$ 560,691.58

Substantially all disclosures ordinarily included in Cash basis financial statements are omitted, and no assurance is provided on these financial statements.

AGENDAS STANDING COMMITTEES

--NOTICE OF MEETING--

BUDGET WAYS & MEANS COMMITTEE

WEDNESDAY, May 11, 2022

6:00 P.M.

COUNCIL CHAMBERS, CITY HALL
326 GRANT ST., CARTHAGE, MISSOURI

--TENTATIVE AGENDA--

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting.

CITIZENS PARTICIPATION

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

NEW BUSINESS

1. Comments from Mayor Rife
2. Continue Budget Perfection
3. Staff Reports
4. Other Business

ADJOURNMENT

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

POSTED:____________________

BY:__________________________

City of Carthage

NOTICE OF MEETING
Public Safety Committee – Agenda

May 16, 2022
5:30 p.m.
Carthage City Hall
Council Chambers
326 Grant, Carthage MO 64836

TENTATIVE AGENDA

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting.

CITIZEN PARTICIPATION

1. Consider and discuss Kids Fishing Day

NEW BUSINESS

1. Staff reports
    - Fire Department
    - Police Department

ADJOURNMENT

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

POSTED: ____________

BY:_________________

-NOTICE OF MEETING-
Public Services Committee Tuesday May 17th, 2022
5:30 P.M.
Carthage City Hall, Council Chambers
326 Grant, Carthage MO 64836

AGENDA

Old Business

1. Consider and approve minutes from the previous meeting.

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

New Business

1. Consider and Discuss Pricing and Cost Recovery Policy.
2. Consider and Discuss Special Events Guidelines.
3. Consider and Discuss Professional Services Recommendation for Phase I; Our Town, Our Time Projects.
4. Consider and Discuss Sudstock 2022.

Staff Reports

Other Business

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 BEFORE** MEETING.

Posted: ____________

By: ____________________

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS
May 24, 2022
City Hall Council Chambers
5:00 PM

Old Business

1. Consideration and Approval of Minutes from Previous Meeting
2. Review and Approval of the Claims Report

Citizens Participation

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

New Business

1. Staff Reports
2. Other Reports

Adjournment

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

Posted: ______________________________

AGENDAS SPECIAL COMMITTEES AND BOARDS

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Darieus K. Adams
Western District Commissioner

JASPER COUNTY COMMISSION

302 S. Main ST
Carthage, MO 64836

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

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

COMMISSION AGENDA
MAY 17, 2022
9:00 A.M.
JASPER COUNTY COURTHOUSE ROOM 101

1. CALL TO ORDER
   PRAYER
   PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
4. PRESENTATIONS
5. REPORTS AND COMMUNICATIONS
6. ELECTED OFFICIALS/CITIZENS REQUESTS
7. COMMISSIONER'S REPORTS
8. UNFINISHED BUSINESS
9. NEW BUSINESS
10. PUBLIC HEARINGS

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

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

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

NOTICE POSTED MAY 13, 2022, AT 4:00 P.M. (RSMO 610.020)

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Darieus K. Adams
Western District Commissioner

JASPER COUNTY COMMISSION

302 S. Main ST
Carthage, MO 64836

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

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

COMMISSION AGENDA
MAY 24, 2022
9:00 A.M.
JASPER COUNTY COURTHOUSE ROOM 101

1. CALL TO ORDER
    PRAYER
    PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
4. PRESENTATIONS
5. REPORTS AND COMMUNICATIONS
6. ELECTED OFFICIALS/CITIZENS REQUESTS
7. COMMISSIONER'S REPORTS
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THE NEWS MEDIA MAY OBTAIN COPIES OF THIS NOTICE BY CONTACTING:
COMMISSION OFFICE, 302 S. MAIN, COURTHOUSE, ROOM 101, CARTHAGE 417-358-0421

NOTICE POSTED MAY 20, 2022, AT 4:00 P.M. (RSMO 610.020)

AGENDA

Planning, Zoning, and Historic Preservation Commission
Monday, May 23, 2022 5:30 pm
City Hall Chambers
326 Grant St. / Carthage MO 64836

Call to Order

Minutes of Previous Meeting: Monday, April 4, 2022

Public Hearing

Staff Report

New Business

1. Election of Officers

Old Business

1. 353 Tax Abatement Discussion

Next Meeting:

Adjourn

Commission Members

Voting Members:	Chairman	Open		
	Vice Chairman	Abi Almandinger	1220 S Main	417-793-6589
	Secretary	Bill Barksdale	1314 S Garrison	417-388-2464
	Member	Harry Rogers	1350 S Main St	417-358-4527
	Member	Jim Hunter	1514 S River	417-850-5355
	Member	Alan Bull	614 E Centennial	417-388-2309
	Member	Jim Swatsenbarg	601 Howard	417-358-1690
	Member	Joshua Anderson	1205 S Main	417-793-2196
Non-Voting Members:	Mayor	Dan Rife	City Hall	417-237-7003
	City Administrator	Greg Dagnan	City Hall	417-237-7003
	Asst. City Administrator	Traci Cox	City Hall	417-237-7003
	Councilmember	Ed Barlow		
Staff:	Public Works Director	Zeb Carney	Public Works Department	417-237-7010

CORRESPONDENCE

Mark J. Elliff
1511 Grand Ave
Carthage, MO 64836

April 6, 2022

Mayor Dan Rife
City of Carthage MO

Re: Resignation Planning, Zoning and Historic Preservation Commission

Please accept this letter as my resignation from the Carthage Planning, Zoning and Historic Preservation Commission as I have been elected to the Carthage City Council and can not serve in both capacities. I truly appreciate the opportunity to have been a member of this Commission and in the future would have interest in serving on this if the opportunity arises.

Sincerely,

Mark J. Elliff
417-359-3662

"Rosenberg's Rules of Order"

(Simple Rules of Parliamentary Procedure for the 21st Century)

Introduction

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that has not always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules - "Robert's Rules of Order" - which are embodied in a small, but complex, book. Virtually no one I know has actually read this book cover to cover. Worse yet, the book was written for another time, and for another purpose. If one is chairing or running a Parliament, then "Robert's Rules of Order" is a dandy and quite useful handbook for procedure in that complex setting. On the other hand, if one is running a meeting of, say, a 5-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order.

Hence, the birth of "Rosenberg's Rules of Order."

What follows is my version of the rules of parliamentary procedure, based on my 20 years of experience chairing meetings in state and local government. These rules have been simplified for the smaller bodies we chair or in which we participate, slimmed down for the 21st Century, yet retaining the basic tenets of order to which we have grown accustomed.

This treatise on modern parliamentary procedure is built on a foundation supported by the following four pillars: (1) Rules should establish order. The first purpose of rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings. (2) Rules should be clear. Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate; and those who do not fully understand and do not fully participate. (3) Rules should be user friendly. That is, the rules must be simple enough that the public is invited into the body and feels that it has participated in the process. (4) Rules should enforce the will of the majority while protecting the rights of the minority. The ultimate purpose of rules of procedure is to encourage discussion and to facilitate decision-making by the body. In a democracy, majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself, but not dominate, and fully participate in the process.

The Role of the Chair

While all members of the body should know and understand the rules of parliamentary procedure, it is the Chair of the body who is charged with applying the rules in the conduct of the meeting. The Chair should be well versed in those rules. The Chair, for all intents and purposes, makes the final ruling on the rules every time the Chair states an action. In fact, all decisions by the Chair are final unless overruled by the body itself.

Since the Chair runs the conduct of the meeting, it is usual courtesy for the Chair to play a less active role in the debate and discussion than other members of the body. This does not mean that the Chair should not participate in the debate or discussion. To the contrary, the Chair as a member of the body has the full right to participate in the debate, discussion and decision-making of the body. What the Chair should do, however, is strive to be the last to speak at the discussion and debate stage, and the Chair should not make or second a motion unless the Chair is convinced that no other member of the body will do so at that point in time.

The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, often published agenda. Informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon roadmap for the meeting. And each agenda item can be handled by the Chair in the following basic format:

First, the Chair should clearly announce the agenda item number and should clearly state what the agenda item subject is. The Chair should then announce the format (which follows) that will be followed in considering the agenda item.

Second, following that agenda format, the Chair should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the Chair, a member of the body, a staff person, or a committee chair charged with providing input on the agenda item.

Third, the Chair should ask members of the body if they have any technical questions of clarification. At this point, members of the body may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

Fourth, the Chair should invite public comments, or if appropriate at a formal meeting, should open the public meeting for public input. If numerous members of the public indicate a desire to speak to the subject, the Chair may limit the time of public speakers. At the conclusion of the public comments, the Chair should announce that public input has concluded (or the public hearing as the case may be is closed).

Fifth, the Chair should invite a motion. The Chair should announce the name of the member of the body who makes the motion.

Sixth, the Chair should determined if any member of the body wishes to second the motion. The Chair should announce the name of the member of the body who seconds the motion. (It is normally good practice for a motion to require a second before proceeding with it, to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the Chair can proceed with consideration and vote on a motion even when there is no second. This is a matter left to the discretion of the Chair.)

Seventh, if the motion is made and seconded, the Chair should make sure everyone understands the motion. This is done in one of three ways: (1) The Chair can ask the maker of the motion to repeat it. (2) The Chair can repeat the motion. (3) The Chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the Chair should now invite discussion of the motion by the body. If there is no desired discussion, or after the discussion has ended, the Chair should announce that the body will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.

Ninth, the Chair takes a vote. Simply asking for the "ayes", and then asking for the "nays" normally does this. If members of the body do not vote, then they "abstain". Unless the rules of the body provide otherwise (or unless a super-majority is required as delineated later in these rules) then a simple majority determines whether the motion passes or is defeated.

Tenth, the Chair should announce the result of the vote and should announce what action (if any) the body has taken. In announcing the result, the Chair should indicate the names of the members of the body, if any, who voted in the minority on the motion. This announcement might take the following form: "The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring 10 days notice for all future meetings of this body."

Motions in General

Motions are the vehicles for decision-making by a body. It is usually best to have a motion before the body prior to commencing discussion of an agenda item. This helps the body focus.

Motions are made in a simple two-step process. First, the Chair should recognize the member of the body. Second, the member of the body makes a motion by preceding the member's desired approach with the words: "I move . . . . " So, a typical motion might be: "I move that we give 10-day's notice in the future for all our meetings."

The Chair usually initiates the motion by either (1) Inviting the members of the body to make a motion. "A motion at this time would be in order." (2) Suggesting a motion to the members of the body. "A motion would be in order that we give 10-day's notice in the future for all our meetings." (3) Making the motion. As noted, the Chair has every right as a member of the body to make a motion, but should normally do so only if the Chair wishes to make a motion on an item but is convinced that no other member of the body is willing to step forward to do so at a particular time.

The Three Basic Motions

There are three motions that are the most common and recur often at meetings:

<u>The basic motion</u>. The basic motion is the one that puts forward a decision for the body's consideration. A basic motion might be: "I move that we create a 5-member committee to plan and put on our annual fundraiser."

<u>The motion to amend</u>. If a member wants to change a basic motion that is before the body, they would move to amend it. A motion to amend might be: "I move that we amend the motion to have a 10-member committee." A motion to amend takes the basic motion which is before the body and seeks to change it in some way.

<u>The substitute motion</u>. If a member wants to completely do away with the basic motion that is before the body, and put a new motion before the body, they would move a substitute motion. A substitute motion might be: "I move a substitute motion that we cancel the annual fundraiser this year."

"Motions to amend" and "substitute motions" are often confused. But they are quite different, and their effect (if passed) is quite different. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way. A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it. The decision as to whether a motion is really a "motion to amend" or a "substitute motion" is left to the chair. So that if a member makes what that member calls a "motion to amend", but the Chair determines that it is really a "substitute motion", then the Chair's designation governs.

Multiple Motions Before the Body

There can be up to three motions on the floor at the same time. The Chair can reject a fourth motion until the Chair has dealt with the three that are on the floor and has resolved them.

When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed <u>first</u> on the <u>last</u> motion that is made. So, for example, assume the first motion is a basic "motion to have a 5-member committee to plan and put on our annual fundraiser." During the discussion of this motion, a member might make a second motion to "amend the main motion to have a 10-member committee, not a 5-member committee to plan and put on our annual fundraiser." And perhaps, during that discussion, a member makes yet a third motion as a "substitute motion that we not have an annual fundraiser this year." The proper procedure would be as follows:

First, the Chair would deal with the third (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion passed, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the body of the third motion (the substitute motion). No vote would be taken on the first or second motions. On the other hand, if the substitute motion (the third motion) failed then the Chair would proceed to consideration of the second (now, the last) motion on the floor, the motion to amend.

Second, if the substitute motion failed, the Chair would now deal with the second (now, the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee by 5 members or 10 members). If the motion to amend passed the Chair would now move to consider the main motion (the first motion) as amended. If the motion to amend failed the Chair would now move to consider the main motion (the first motion) in its original format, not amended.

Third, the Chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (5-member committee), or, if amended, would be in its amended format (10-member committee). And the question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the Chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the Chair must immediately call for a vote of the body without debate on the motion):

A motion to adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. It requires a simple majority vote.

A motion to recess. This motion, if passed, requires the body to immediately take a recess. Normally, the Chair determines the length of the recess which may be a few minutes or an hour. It requires a simple majority vote.

A motion to fix the time to adjourn. This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.

A motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on "hold". The motion can contain a specific time in which the item can come back to the body: "I move we table this item until our regular meeting in October." Or the motion can contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

A motion to limit debate. The most common form of this motion is to say: "I move the previous question" or "I move the question" or "I call the question." When a member of the body makes such a motion, the member is really saying: "I've had enough debate. Let's get on with the vote". When such a motion is made, the Chair should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a 2/3 vote of the body. Note: that a motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." Even in this format, the motion to limit debate requires a 2/3 vote of the body. A similar motion is a motion to object to consideration of an item. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a 2/3 vote.

Majority and Super-Majority Votes

In a democracy, a simple majority vote determines a question. A tie vote means the motion fails. So in a 7-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions come up when the body is taking an action which, effectively, cuts off the ability of a minority of the body to take an action or discuss and item. These extraordinary motions require a 2/3 majority (a super-majority) to pass:

Motion to limit debate. Whether a member says "I move the previous question" or "I move the question" or "I call the question" or "I move to limit debate", it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a 2/3 vote to pass.

Motion to close nominations. When choosing officers of the body (like the Chair) nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers, and it requires a 2/3 vote to pass.

Motion to object to the consideration of a question. Normally, such a motion is unnecessary since the objectionable item can be tabled, or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a 2/3 vote to pass.

Motion to suspend the rules. This motion is debatable, but requires a 2/3 vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to suspend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself: the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate, perhaps disagreement and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to a re-opener if a proper motion to reconsider is made.

A motion to reconsider requires a majority vote to pass, but there are two special rules that apply only to the motion to reconsider. First, is timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting of the body. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and by a 2/3 majority, can allow a motion to reconsider to be made at another time.) Second, a motion to reconsider can only be made by certain members of the body. Accordingly, a motion to reconsider can only be made by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she can make the motion to reconsider (any other member of the body may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back to the body again and again. That would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is then in order. The matter can be discussed and debated as if it were on the floor for the first time.

Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the Chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the Chair before proceeding to speak.

The Chair should always ensure that debate and discussion of an agenda item focuses on the item and the policy in question, not the personalities of the members of the body. Debate on policy is healthy, debate on personalities is not. The Chair has the right to cut off discussion that is too personal, is too loud, or is too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the Chair may, however, limit the time allotted to speakers, including members of the body.

Can a member of the body interrupt the speaker? The general rule is "no." There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be: "point of privilege." The Chair would then ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.

Order. The proper interruption would be: "point of order." Again, the Chair would ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the Chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the Chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the Chair is deemed reversed.

Call for orders of the day. This is simply another way of saying, "Let's return to the agenda." If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the Chair discovers that the agenda has not been followed, the Chair simply reminds the body to return to the agenda item properly before them. If the Chair fails to do so, the Chair's determination may be appealed.

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the Chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

Special Notes About Public Input

The rules outlined above will help make meetings very public-friendly. But in addition, and particularly for the Chair, it is wise to remember three special rules that apply to each agenda item:

Rule One: Tell the public what the body will be doing.

Rule Two: Keep the public informed while the body is doing it.

Rule Three: When the body has acted, tell the public what the body did.

AMENDED
COUNCIL AGENDA
CITY OF CARTHAGE, MISSOURI
TUESDAY, MAY 24, 2022
6:30 P.M. – COUNCIL CHAMBERS

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 Meetings
6. Presentations/Proclamations
   - Life Saving Award
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
9. Reports from Special Committees and Board Liaisons
10. Report of the Mayor
11. Reports/Remarks of Councilmembers

(Each Councilmember is limited to no more than two (2) minutes. The time may be extended by the Chair if deemed necessary. Once a Councilmember has had their say on a particular issue they are not permitted to once again speak on the issue unless permitted by the Chair)

12. Administrative Reports
13. Report of Claims Presented Against the City
14. Public Hearings
15. Old Business
    1. **C. B. 22-22 –** An Ordinance declaring the name of Caroline Street is changed to Harlow Street, as recommended by the Public Works Committee on April 16, 2019, in the City of Carthage, Missouri. (Public Works)
16. New Business
    1. **C. B. 22-23 –** An Ordinance authorizing the Mayor to sign an amended and restated City of Carthage, Missouri, Policemen's and Firemen's Pension Plan Document that renames the Plan the "City of Carthage, Missouri, Police and Fire Pension Plan" and that otherwise makes the Plan gender neutral. Such Amendment and Restatement of the Plan is as recommended by the Policemen's and Firemen's Pension Committee, which shall forthwith be renamed the Police and Fire Pension Plan Committee. (Police & Fire Pension Committee)
    2. **C. B. 22-24 –** An Ordinance authorizing the Mayor to execute a contract between the City of Carthage and the Carthage Over 60 Center, Inc. for services in the amount not to exceed $23,000.00. (Budget Ways & Means)

3. **C. B. 22-25 –** An Ordinance authorizing utility rate adjustments for electric, water, and wastewater services as recommended by the Carthage Water & Electric Plant Board. (Budget Ways & Means)

4. **C. B. 22-26 –** An Ordinance authorizing the Mayor to sign an Agreement with the Carthage Humane Society for animal control services for the City of Carthage. (Budget Ways & Means)

5. **C. B. 22-27 –** An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Vision Carthage providing for mutual undertakings and benefits from the services providing: Carthage-in-Bloom; Restoration Carthage; Sidewalk Project; Hometown Holidays; and a Main Street Program; for the residents of the City of Carthage. (Budget Ways & Means)

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.

    2. **CLOSED SESSION**: 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.

21. 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

MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
May 24, 2022

The Carthage City Council met in regular session on the above date in the Council Chambers at 6:30 P.M. with Mayor Dan Rife presiding. Fire Chief Ryan Huntley gave the invocation and Police Chief Bill Hawkins led the flag salute.

The following Council Members answered roll call: Trudy Blankenship, Ceri Otero, Robin Blair, Alan Snow, Ed Hardesty, Ed Barlow, Mark Elliff, Brandi Ensor, and David Armstrong. Councilmember Robin Harrison was absent. City Administrator Greg Dagnan and City Attorney Nate Dally were also present.

The following Department Heads were present: Police Chief Bill Hawkins, Fire Chief Ryan Huntley, Public Works Director Zeb Carney, Parks & Recreation Director Mark Peterson, Assistant City Administrator Traci Cox, and Deputy City Clerk Miranda Deal.

Mr. Elliff made a motion, seconded by Mr. Snow, to approve the minutes of the May 10, 2022 Council Meeting. Motion carried unanimously.

Chief Hawkins presented Justin Butler with the Lifesaving Award for an event that took place on March 19.

During Citizen's Participation Period Darren Collier with the Policemen's and Firemen's Pension Committee updated the Council on the changes to the Plan. The wording in the Plan will be changed to make it gender neutral.

Mr. Snow reported the Budget Ways & Means Committee is in between meetings with the next meeting being on June 13. He also mentioned that the Council would see the agency contracts later on the Agenda for the night.

Mr. Armstrong reported the Committee on Insurance, Audit and Claims met on this date and approved the claims.

Mr. Barlow reported the Public Safety Committee met on May 16. Jackie Boyer spoke with the committee about Kids Fishing Day. The event will be June 11th from 8 am to noon at Kellogg Lake, she requested that the same road closures from the past be closed and no fishing be allowed after the lake is stocked. Mr. Barlow made a motion to approve the road closures for June 11th and enforce no fishing between June 5th and June 11th after the lake has been restocked. Motion carried. Chief Hawkins and Chief Huntley had updated the committee on staffing at their departments and Chief Hawkins also spoke about the Senior Center and taxi prices. The next meeting will be rescheduled due to June 20th being a City holiday.

Ms. Otero reported that the Public Services Committee met on May 17 and discussed the draft Pricing and Recovery Policy, as well as the special event guidelines. The Committee also discussed Professional Services for the Phase 1; Our Town, Our Time projects. They have decided to use Zanevan Engineering, LLC and outsource what they need to. Sudstock 2022 was also discussed, this is replacing Mudstock that was previously held in Myers Park. Sudstock will be out at Municipal Park on June 25 from 12-3. Ms. Otero made a motion, seconded by Mr. Snow, to approve the use of Municipal Park for the 2022 Sudstock event. Motion carried. There were also updates on Walnut Bottoms, the Farmers Market, and other Parks operations. The next meeting will be on June 21.

Mr. Armstrong reported the Public Works Committee was between meetings with the next meeting scheduled for June 7.

Special Committee and Board Liaison Reports were given by Mr. Elliff for the Jasper County Commission, Ms. Otero for the Carthage Humane Society, and Mr. Barlow for the Planning, Zoning and Historic Preservation District.

Mr. Armstrong also gave an update on the Civil War Reenactment that took place this past weekend.

Mayor Rife reported on his attendance at the Civil War Reenactment this past weekend. He also reported that he attended a retirement luncheon for Tim Hill on May 13. He reported on a CEDC meeting, and that the Committee is in the process of finding a director. He also reported on budget meetings.

There were no reports from Council Members.

Fire Chief Ryan Huntley reported that the Fire Department is fully staffed thanks to the Firefighter in-training program that the Council approved. He also reported that the storm siren on Marigold was struck by lightning in recent storms and that it will take 10-12 weeks to get the replacement parts. They will be notifying residents that live in the area and trying to spread the word to all of those that rely on that storm siren.

Parks & Recreation Director Mark Peterson reported that the 4th of July events are being put together with the help of the Chamber of Commerce. More details on that will be presented at a later date. The lime scooters are back and the geo-fencing is being tested and changed. He also reported on the launch of the new City app. There were links sent out to the Council to help test the app and suggest any changes.

City Administrator Greg Dagnan reported on the following: CVB meetings, Chamber of Commerce Board meeting, Region M meetings, development in Myers Park, Street department position changes, the 353 Tax Abatement Program, agency contracts, and interviews for the Tourism Director and City Clerk positions.

Mr. Armstrong made a motion, seconded by Mr. Elliff, to amend the Agenda to add the appointment of City Clerk under the Mayor’s Appointments. Motion carried unanimously.

The Committee on Claims filed a report in the amount of $476,313.48 against the following funds: General Revenue $96,783.04, Public Health $156,026.69, Public Safety $1,941.88, Parks/Stormwater $5,542.50, Golf $3,413.20, Myers Park $2,995.00, and Payroll $209,611.17. Mr. Armstrong made a motion, seconded by Mr. Snow, to accept the report and allow the claims. Motion carried.

Under old business, C. B. 22-22 – An Ordinance declaring the name of Caroline Street is changed to Harlow Street, as recommended by the Public Works Committee on April 16, 2019, in the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 9 Ayes: Armstrong, Barlow, Blair, Blankenship, Elliff, Ensor, Hardesty, Otero, and Snow. The Council Bill was approved and numbered Ordinance 22-23.

Under new business, C. B. 22-23 – An Ordinance authorizing the Mayor to sign an amended and restated City of Carthage, Missouri, Policemen's and Firemen's Pension Plan Document that renames the Plan the "City of Carthage, Missouri, Police and Fire Pension Plan" and that otherwise makes the Plan gender neutral. Such Amendment and Restatement of the Plan is as recommended by the Policemen's and Firemen's Pension Committee, which shall forthwith be renamed the Police and Fire Pension Plan Committee was placed on first reading with no action taken.

C. B. 22-24 – An Ordinance authorizing the Mayor to execute a contract between the City of Carthage and the Carthage Over 60 Center, Inc. for services in the amount not to exceed $23,000.00 was placed on first reading with no action taken.

C. B. 22-25 – An Ordinance authorizing utility rate adjustments for electric, water, and wastewater services as recommended by the Carthage Water & Electric Plant Board was placed on first reading with no action taken.

C. B. 22-26 – An Ordinance authorizing the Mayor to sign an Agreement with the Carthage Humane Society for animal control services for the City of Carthage was placed on first reading. Ms. Otero made a motion, seconded by Ms. Blair, to amend the Humane Society Contract from $38,000.00 to $44,000.00 for the next fiscal year. The Amendment to C. B. 22-26 failed after a vote on the board of 3 yeas and 6 nays. Ayes: Blair, Ensor, and Otero. Nays: Armstrong, Barlow, Blankenship, Elliff, Hardesty, and Snow. Council Bill 22-26 stays at $38,000.00. No further action was taken.

C. B. 22-27 – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Vision Carthage providing for mutual undertakings and benefits from the services providing: Carthage-in-Bloom; Restoration Carthage; Sidewalk Project; Hometown Holidays; and a Main Street Program; for the residents of the City of Carthage was placed on first reading with no action taken.

Mr. Armstrong made a motion, seconded by Ms. Otero to appoint Miranda Deal as the City Clerk. Miranda Deal was appointed City Clerk by a roll call vote on the board of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Blair, Blankenship, Elliff, Ensor, Hardesty, Otero, and Snow.

Assistant City Administrator Traci Cox administered the Oath of Office to Miranda Deal.

During closing comments, Mr. Snow thanked the teachers on Council and the students who attended the Council meeting, Mr. Elliff congratulated Miranda Deal on her appointment and MPO Butler on his award, Ms. Ensor also congratulated Miranda Deal and said she was impressed with MPO Butler earning his second Lifesaving Award.

Mr. Armstrong made a motion, seconded by Ms. Ensor, to close the meeting 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 and 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 on the board of 9 yeas and no nays. Ayes: Armstrong, Barlow, Blair, Blankenship, Elliff, Ensor, Hardesty, Otero, and Snow. Motion carried at 7:24 p.m.

CLOSED SESSION

Mr. Barlow made a motion, seconded by Mr. Hardesty, to return to the regular session of the Council Meeting at 8:11 p.m. followed by a roll call vote of 9 yeas and no nays. Ayes: Armstrong, Barlow, Blair, Blankenship, Elliff, Ensor, Hardesty, Otero, and Snow. Motion carried.

Mr. Elliff made a motion, seconded by Mr. Armstrong, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 8:12 p.m.

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Dan Rife, Mayor

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Miranda Deal, City Clerk