



City of Carthage, Missouri

CITY COUNCIL

February 28, 2023 - 6:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance to Flag**
4. **Calling of the Roll**
5. **Reading and Consideration of Minutes of Previous Meeting**
 1. Approval of February 14, 2023 Minutes
 2. Approval of February 17, 2023 Minutes
6. **Presentations/Proclamations**
 1. Grace Pointe Assembly of God Proclamation
7. **Public Comments**

(Each person addressing the Council shall state their name and address or the organization or firm represented and is limited to no more than five (5) minutes. The time may be extended by the chair if deemed necessary. Once a person has had their say on a particular issue they are not permitted to once again speak on the issue unless called to answer any further questions by the Council or Chair)
8. **Reports of Standing Committees**
 1. Agendas and Minutes of Standing Committees
9. **Reports from Special Committees and Board Liaisons**
 1. Agendas and Minutes of Special Committees
10. **Report of the Mayor**
 1. Emergency Purchase Letters
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**
 1. City Administrator's Report
13. **Report of Claims Presented Against the City**
 1. Motion and a second to approve the Claims
14. **Public Hearings**
15. **Old Business**

1. C.B. 23-08 -- An Ordinance to amend Section 10-26 (a) of the Carthage Code to amend the requirement for firefighters by lowering the age to 18 in the City of Carthage, Missouri
2. C.B. 23-09 -- An Ordinance to amend sections of Chapter 25 of the Carthage Code for zoning of newly formed Marijuana-related facilities
3. C.B. 23-10 -- An Ordinance amending the Annual Operating and Capital Budget of the City of Carthage for Fiscal Year 2022-2023 for specified funds (General Fund, Golf Course Fund, and Myers Park Fund)

16. New Business

1. C.B. 23-11 -- An Emergency Ordinance authorizing the City of Carthage, Missouri, to enter into a Unit Power Purchase Agreement with Missouri Joint Municipal Electric Utility Commission D/B/A Missouri Electric Commission
2. C.B. 23-12 -- An Ordinance to amend Section 14-11 of the Carthage Code to comply with changes mandated by the Missouri Supreme Court and the Revised Missouri Statutes
3. C.B. 23-13 -- An Ordinance to amend sections of Chapter 13 of the Carthage Code by adding a section for discharging of weapons inside the City Limits for the City of Carthage, Missouri.
4. C.B. 23-14 -- An Ordinance of the City of Carthage, amending the Carthage City Code by adding Section 13-158 to include regulations for adult use marijuana in the City of Carthage, Missouri
5. C.B. 23-15 -- An Ordinance authorizing the Mayor to enter into a contract with CXT for restroom facilities in four City Parks for the amount of Four Hundred Seventy-Seven Thousand Three Hundred Five and 00/100 (\$477,305.00)
6. C.B. 23-16 -- An Ordinance authorizing the Mayor to enter into a contract with Pyrotechnics by Encore LLC, Inc. for firework displays for the July 4, 2023, July 4, 2024 and July 4, 2025 celebrations in the amount of \$19,950.00 per year, in the City of Carthage, Missouri

17. Mayor's Appointments

1. Police Personnel Administration Board
2. Enhanced Enterprise Zone Board

18. Resolutions

19. Closing Comments

20. Executive Session

21. Adjournment

1. Additional Packet Correspondence (no discussion or vote taken on items)

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



City of Carthage, Missouri **CITY COUNCIL**

February 14, 2023 - 6:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

The Carthage City Council met in regular session on the above date in the Council Chambers at 06:30 PM with Mayor Dan Rife presiding.

Fire Chief Ryan Huntley gave the invocation.

Police Chief Bill Hawkins led the flag salute.

The following Council Members answered roll call: Robin Harrison, Ed Hardesty, Alan Snow, Mark Elliff, David Armstrong, Ceri Otero, Brandi Ensor, Robin Blair, Tiffany Cossey, Trudy Blankenship. 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 Abi Almandinger, Assistant City Administrator Traci Cox, City Clerk Miranda Deal, and Deputy City Clerk Courtney Walker.

Mr. Elliff made a motion, seconded by Mr. Hardesty, to approve the minutes of the regular session and the closed session from the January 24, 2023 Council Meeting. Motion carried unanimously.

During Citizen's Participation, Richard Witt, 503 S.Garrison, spoke to the Council on the Rock Stadium and how he hopes there is a way to preserve the history of the stadium. Later on at the end of the meeting, the Mayor allowed Greg Kyte, 11479 Kafir Road, to address the Council. He stated that the City did the right thing in closing the stadium down. It has been in disrepair for a long time and it needed to be closed. He also asked people not to give the new Parks and Recreation Director a hard time, she is just doing her job.

Mr. Snow reported that the Budget Ways and Means Committee met on February 13. The Committee approved the budget amendment that appears in Council Bill 23-10. They also approved the Budget Goals and Priorities for Fiscal Year 2024. Mr. Snow made a motion, seconded by Mr. Hardesty, to adopt the Budget Goals and Priorities as presented. Motion carried. The Committee also heard Capital requests from the IT and Administration departments. There were no approvals or rejections at this time. The sales tax numbers were down for February, the use tax numbers were up, and the use tax year-to-date total will be over budget next month. The next meeting is scheduled for March 13.

Mrs. Harrison reported that the Committee on Insurance, Audit & Claims met on this date and approved the claims. Rebecca Baker, KPM CPA's and Associates, presented a detailed overview of the City's Audited Financial Statements. Ms. Baker noted total cash and investments decreased \$1.7 million, General Fund revenues increased \$1.5 million and General Fund expenses increased \$2.6 million over the previous fiscal year. The Reserve Fund Balance is calculated by dividing the Unassigned Fund Balance by Total Expenditures. The Reserve Fund Balance for the City of Carthage at the end of fiscal year 22 was 62.4%, up

from the previous fiscal year of 57.9%. This was due in large part to capital outlay that was carried over to the current fiscal year. Ms. Baker commended the City Staff on an unmodified/clean audit with no deficiencies reported. Mrs. Harrison made a motion, seconded by Ms. Ensor, to accept the audit. Motion carried. There were also staff reports from Mr. Dagnan and Ms. Cox on the budget process using Opengov. The next meeting is scheduled for February 28.

Mr. Elliff reported that the Public Safety Committee is between meetings. The next meeting is scheduled for February 27 due to the 20th being a City holiday.

Ms. Otero reported that the Public Service Committee had a special meeting on January 31. The committee reviewed salt spreader and snow plow bids. Ms. Otero made a motion, seconded by Mr. Armstrong, to approve the bid from Bus Andrews for a snow plow in the amount of \$7,750.00 and a salt spreader for \$6,925.00. Motion carried. Also discussed and approved was the list of surplus items that appear in Resolution 1995. The Civil War Museum video bids were reviewed. The Committee did not get what they were hoping for, so they decided to reject all bids and start over. The bids for a John Deere Triplex Mower were discussed. This was originally ordered in July of 2022, and the estimated delivery date is October 2023. The Committee approved a bid from VanWall Equipment for \$75,384.64. Ms. Otero made a motion, seconded by Mr. Armstrong to accept the bid for a John Deere Triplex Mower in the amount of \$75,384.64. Motion carried. There was also a presentation of photos from the pool and pool house. The Committee believes it is best to move forward with a professional assessment. Ms. Otero made a motion, seconded by Ms. Ensor to hire WestPort Pools to do an assessment on the pool and pool house. Mr. Snow asked how much this would cost, Ms. Otero reported approximately \$6,900, if they have to do a leak assessment, it could cost more. Mr. Snow made a motion, seconded by Mr. Armstrong, to amend the first motion to include a budget amendment for the \$6,900 cost. Motion carried. The now amended motion to hire WestPort Pools to do an assessment on the pool and pool house with a budget amendment for the \$6,900 cost carried after a unanimous vote. Also reported was the new employee golf discounts, and the status of the firework bids for this years Fourth of July. The next meeting is scheduled for July 21.

Mr. Armstrong reported that the Public Works Committee met on February 7. They heard citizen requests for more lighting and sidewalks in Ward 3 in the Wilson addition. They also discussed funding opportunities and grants. They gave Jason Eckhart permission to apply for the grant for the Baker Blvd expansion. The zoning changes for recreational marijuana were also discussed. The current dispensary in town meets all the requirements, the changes apply to new businesses that would like to open up within the City limits. The committee also received an update on the status of Quality Inn. The next meeting is scheduled for March 7.

Special Committee and Board Liaison Reports were given by Mr. Elliff for the Jasper County Commission, Ms. Blair for the Tree Board, and Ms. Ensor for the Library Board.

During reports from Council Members, Mr. Armstrong thanked Zeb and his staff for presenting their 5 year capital plan at the Public Works meeting. Mr. Snow thanked Administration for their hard work on the budget goals and priorities. Mr. Elliff thanked Zeb and his code enforcement officials for taking care of a problem from a citizen and doing so quickly.

Mr. Dally reported that he has spent recent weeks writing and rewriting Ordinances, he also mentioned what was changed with the marijuana zoning.

Public Works Director Zeb Carney reported that the Quality Inn was allowed to open up 15 rooms, and they are slowly reopening more as problems are fixed. He also reported that there will be a study at the Fir Road and Chapel intersection so a safe streets costshare grant can be applied for. They have also applied for the Baker Blvd expansion grant.

Parks and Recreation Director Abi Almandinger reported that she recently toured all the City buildings in her department. The Rock Stadium was in bad shape and was deemed unfit and unsafe to be in. It will remain closed for the time being, there is no decision on repairs at this time. She also stated that there were some emergency repairs going on at the Golf Pro Shop.

Assistant City Administrator Traci Cox reported that the February sales tax numbers were down 6%, year-to-date they are still up 8%. The use tax has almost surpassed the budgeted amount of \$700,000. She also reminded everyone that for the first three years of the use tax it gets allocated as follows: 40% to Parks and Recreation, 30% Public Safety, and 30% to Public Works. She also reported that the property taxes are coming in under budget.

City Administrator Greg Dagnan reported that the marijuana zoning changes are the first step to the new law that was passed. He also reported that there will need to be changes made to the criminal ordinance to follow the new marijuana laws. The Comprehensive Plan has a hard deadline to be done by April 3 where it will go to the Planning & Zoning Commission and then come to City Council for approval. He mentioned that the new budget process has been going great and department heads are getting the hang of it. Agency contracts are currently being worked on. Baker Tilly will start searching for grants for the City based on the priorities and needs the City gives them. The tentative date for the new planning session will be March 2.

The Committee on Claims filed a report in the amount of \$3,978,591.21 against the following funds: General Revenue \$143,535.18, Public Health \$147,192.72, Lodging \$1364.07, Parks/Stormwater \$71,362.26, Fire Protection \$4,664.15, Golf \$1,549.86, Capital Improvements \$5230.35, Parks and Recreation \$203.53, Use Tax \$17,566.25, ARPA \$432,259.37, Library \$25,000, Payroll \$628,663.47 and Carthage Water and Electric \$2,500,000. Mrs. Harrison made a motion, seconded by Ms. Blair, to accept the report and allow the claims. Motion carried.

Under Old Business, C.B. 23-05 -- An Ordinance Adopting a Public Art Policy of the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Robin Harrison, Brandi Ensor, David Armstrong, Trudy Blankenship, Ceri Otero, Robin Blair, Alan Snow, Ed Hardesty, Tiffany Cossey, and Mark Elliff. The Council Bill was approved and numbered Ordinance 23-11.

C.B. 23-06 -- An Ordinance to amend Section 23-172(d) of the Code of the City of Carthage to add Hazel Avenue from HH Highway to the North Side of the George E Phelps Blvd intersection, as a truck Route in the City of Carthage, Missouri as placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Robin Harrison, Brandi Ensor, David Armstrong, Trudy Blankenship, Ceri Otero, Robin Blair, Alan Snow, Ed Hardesty, Tiffany Cossey, and Mark Elliff. The Council Bill was approved and numbered Ordinance 23-12.

Under New Business, Chuck Bryant presented to the Council that there will need to be an agreement made with a new power station soon. The Carthage Water & Electric Plant Board will be reviewing the new contract at their meeting on Thursday February 16, after that the final document will come to City Council for approval.

C.B. 23-07 -- An Emergency Ordinance authorizing the Mayor to enter into an agreement and

application with the Missouri Department of Economic Development for a grant concerning land purchase for industrial development was placed on first reading.

Mr. Armstrong made a motion, seconded by Mr. Snow, to advance the council bill to second reading due to its emergency status. Motion carried by vote of 6 yeas and 4 nays. Ayes: Robin Harrison, Brandi Ensor, David Armstrong, Ceri Otero, Robin Blair, and Alan Snow. Nays: Trudy Blankenship, Ed Hardesty, Tiffany Cossey, and Mark Elliff.

C.B. 23-07 -- An Emergency Ordinance authorizing the Mayor to enter into an agreement and application with the Missouri Department of Economic Development for a grant concerning land purchase for industrial development as placed on second reading followed by a roll call vote of 7 yeas and 3 nays. Ayes: Robin Harrison, Brandi Ensor, David Armstrong, Ceri Otero, Robin Blair, Alan Snow, and Mark Elliff. Nays: Trudy Blankenship, Ed Hardesty, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 23-13.

C.B. 23-08 -- An Ordinance to amend Section 10-26 (a) of the Carthage Code to amend the requirement for firefighters by lowering the age to 18 in the City of Carthage, Missouri was placed on first reading with no action taken.

C.B. 23-09 -- An Ordinance to amend sections of Chapter 25 of the Carthage Code for zoning of newly formed Marijuana-related facilities was placed on first reading with no action taken.

C.B. 23-10 -- An Ordinance amending the Annual Operating and Capital Budget of the City of Carthage for Fiscal Year 2022-2023 for specified funds (General Fund, Golf Course Fund, and Myers Park Fund) was placed on first reading with no action taken.

Ms. Otero made a motion, seconded by Mr. Snow, to approve Resolution 1995 - A Resolution approving the declaration as surplus to the City's needs and authorizing the disposition of certain Parks Department equipment and scrap outlined in Exhibit A. Resolution 1995 was adopted after a roll call vote of 10 yeas and 0 nays. Ayes: Robin Harrison, Brandi Ensor, David Armstrong, Trudy Blankenship, Ceri Otero, Robin Blair, Alan Snow, Ed Hardesty, Tiffany Cossey, and Mark Elliff.

During Closing Comments, Ms. Ensor thanked everyone in attendance, Mrs. Almandinger encouraged those concerned about the Rock Stadium to come to the Public Services meeting on the 21st, Ms. Blankenship congratulated the Chiefs on their Super Bowl win, Mr. Hardesty thanked the citizens who showed up and voiced their concerns.

Mrs. Harrison made a motion, seconded by Mr. Snow, to close the meeting according to section 610.021 (3), the agenda includes the possibility of a vote to close part of the meeting to discuss hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded followed by a roll call vote on the board of 10 yeas and 0 nays. Ayes: Robin Harrison, Brandi Ensor, David Armstrong, Trudy Blankenship, Ceri Otero, Robin Blair, Alan Snow, Ed Hardesty, Tiffany Cossey, and Mark Elliff. Motion carried at 8:19 p.m.

CLOSED SESSION

Mr. Elliff made a motion, seconded by Mr. Hardesty, to return to the regular session of the Council Meeting at 8:54 p.m. followed by a roll call vote of 10 yeas and 0 nays. Ayes: Robin Harrison, Brandi Ensor, David Armstrong, Trudy Blankenship, Ceri Otero, Robin Blair, Alan Snow, Ed Hardesty, Tiffany Cossey, and Mark Elliff. Motion carried.

Ms. Ensor made a motion, seconded by Mr. Elliff, to adjourn the regular session of the Council

Meeting. Motion carried and meeting adjourned at 8:55 p.m.

**CLOSED SESSION
MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
FEBRUARY 14, 2023**

The Carthage City Council met in closed session on the above date in City Hall Council Chambers at 6:30 P.M. with Mayor Dan Rife presiding.

The following Council Members answered roll call: Robin Harrison, Brandi Ensor, David Armstrong, Trudy Blankenship, Ceri Otero, Robin Blair, Alan Snow, Ed Hardesty, Tiffany Cossey, and Mark Elliff.

City Administrator Greg Dagnan, City Attorney Nate Dally, Assistant City Administrator Traci Cox, City Clerk Miranda Deal, Deputy City Clerk Courtney Walker, Police Chief Bill Hawkins, and Parks and Recreation Director Abi Almandinger were also present.

Mrs. Harrison made a motion, seconded by Mr. Snow, to close the meeting according to section 610.021 (3), the agenda includes the possibility of a vote to close part of the meeting to discuss hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded followed by a roll call vote on the board of 10 yeas and no nays. Ayes: Robin Harrison, Brandi Ensor, David Armstrong, Trudy Blankenship, Ceri Otero, Robin Blair, Alan Snow, Ed Hardesty, Tiffany Cossey, and Mark Elliff. Motion carried at 8:19 p.m.

Police Chief Bill Hawkins explained to the Council that there is an ongoing investigation involving the Parks and Recreation and Golf Course department finances that covers the last 3-5 years.

Mr. Snow made a motion, seconded by Mr. Armstrong, for the City (Police Department) to retain the services of a Forensic Accountant, to collect, analyze and evaluate financial irregularities within the Parks and Recreation department including the golf course. The scope is to include up to 5 years of detailed research and analysis of financial information in order to investigate for any theft, fraud or other financial manipulation of the Parks and Recreation and Golf finances. The accountant shall file a written report of all findings and reports shall be made available to the City Council. Motion carried after a roll call vote of 10 yeas and 0 nays. Ayes: Robin Harrison, Brandi Ensor, David Armstrong, Trudy Blankenship, Ceri Otero, Robin Blair, Alan Snow, Ed Hardesty, Tiffany Cossey, and Mark Elliff.

Mr. Elliff made a motion, seconded by Mr. Hardesty, to return to the regular session of the Council Meeting at 8:54 p.m. Motion carried after a roll call vote of 10 yeas and no nays. Ayes: Robin Harrison, Brandi Ensor, David Armstrong, Trudy Blankenship, Ceri Otero, Robin Blair, Alan Snow, Ed Hardesty, Tiffany Cossey, and Mark Elliff.

Respectfully submitted,

Miranda Deal

**CLOSED SESSION
MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
FEBRUARY 17, 2023**

The Carthage City Council met in regular session on the above date via Zoom Conferencing at 4:00 P.M. with Mayor Dan Rife presiding.

Mr. Elliff made a motion, seconded by Ms. Otero, to close the meeting according to section 610.021 (2), the agenda includes the possibility of a vote to close part of the meeting to discuss leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor followed by a roll call vote of 7 yeas and 0 nays. Ayes: Robin Harrison, Trudy Blankenship, Ceri Otero, Robin Blair, Alan Snow, Ed Hardesty, and Mark Elliff. Motion carried at 4:02 p.m.

The following Council Members answered roll call: Robin Harrison, Trudy Blankenship, Ceri Otero, Robin Blair, Alan Snow, Ed Hardesty, and Mark Elliff.

City Administrator Greg Dagnan, City Attorney Nate Dally, Assistant City Administrator Traci Cox, and City Clerk Miranda Deal were also present.

City Attorney Nate Dally explained to the Council some real estate contract changes that were recently negotiated.

Brandi Ensor joined the meeting at 4:11 p.m.

David Armstrong joined the meeting at 4:14 p.m.

There was no further action taken by the Council.

Mr. Elliff made a motion, seconded by Mr. Armstrong, to return to the regular session of the Council Meeting at 4:20 p.m. Motion carried after a roll call vote of 9 yeas and 0 nays. Ayes: Robin Harrison, Brandi Ensor, David Armstrong, Trudy Blankenship, Ceri Otero, Robin Blair, Alan Snow, Ed Hardesty, and Tiffany Cossey.

Mr. Armstrong made a motion, seconded by Ms. Blair, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 4:21 p.m.

Respectfully submitted,

Miranda Deal

PROCLAMATION

WHEREAS, Grace Pointe Assembly of God has used the Word of God to reach people of all ages in the community and around the world; and

WHEREAS, Grace Pointe Assembly of God has been generous to local ministries that help families in need; and

WHEREAS, Grace Pointe Assembly of God has and continues to serve on mission trips to countries in need all over the world including Mexico, Jamaica, and Africa; and

WHEREAS, Grace Pointe Assembly of God has multiple ministries for people of all ages to attend their services; and

WHEREAS, Grace Pointe Assembly of God has provided financial support for missionaries through special projects; and

NOW, THEREFORE, I, Dan Rife, Mayor of the City of Carthage, MO, honor and recognize

Grace Pointe Assembly of God

On the occasion of its Centennial Anniversary, for 100 years of faithful service to the Carthage community.

Dan Rife
Mayor



City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

February 13, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

MEMBERS PRESENT: Alan Snow, Ceri Otero, Mark Elliff, David Armstrong

OTHER COUNCIL MEMBERS:

STAFF PRESENT: City Administrator Greg Dagnan, Assistant City Administrator Traci Cox, City Clerk Miranda Deal, Deputy City Clerk Courtney Walker, Parks and Recreation Director Abi Almandinger, and IT Tech Michael Keith

Chairman Snow called the meeting to order at 05:30 PM

2. Old Business

1. Approval of January 9, 2023 Minutes

ACTION: Motion to accept/approve item 2.1. by Mark Elliff.
Motion passed with a 4:0

AYES: Alan Snow, Ceri Otero, Mark Elliff, David Armstrong

3. Citizens Participation

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

4. New Business

1. Consider and Discuss a Budget Amendment for Fiscal Year 2022-2023

Before discussing the Budget Amendment, Mr. Snow asked if there was any amount of money that could go towards Rock Stadium to get it open before the coming baseball season. Mr. Dagnan reported that the City Engineer, Jason Eckhart, stated \$1.5 million would fix the stadium, and at this time the school does not want to pursue that.

Discussion of the Budget Amendment- Mr. Dagnan stated that this was just some clean-up and emergency purchases that the Council had been made aware of.

ACTION: Motion to accept/approve item 4.1. by Ceri Otero
Motion passed with a 4:0

AYES: Alan Snow, Ceri Otero, Mark Elliff, David Armstrong

2. Consider and Discuss Budget Goals and Priorities

Mr. Dagnan explained that the goals and priorities in the budget book were very important and that they get reviewed yearly. He pointed out the list of new goals

listed on page 12 of the budget packet. He reviewed the majority of the list and discussed why they were put on the list.

ACTION: Motion to approve item 4.2 and forward to Council. by Mark Elliff

Motion passed with a 4:0

AYES: Alan Snow, Ceri Otero, Mark Elliff, David Armstrong

3. Presentation of Five Year Capital Items for Administration and IT
Michael Keith presented the IT Capital requests for Fiscal Year 2024. There were 6 items for a total of \$62,500.00.

Mr. Dagnan presented the Administration Capital requests. There were 9 items for a total of \$153,500.00.

Mr. Armstrong expressed his appreciation for getting things updated over the next five years. Ms. Otero also expressed her appreciation for the list. Mr. Snow reminded the committee that this was the first presentation of the requests, some things may be cut after the committee receives all the requests.

4. Staff Reports

Ms. Cox reported on the sales and use tax numbers. The use tax will be over budget after next month.

Mr. Snow asked when the marijuana tax would go into effect if it passes at the April election. That answer is unknown at this time.

Mr. Dagnan reported that the committee will soon be receiving reports of sales tax breakdowns by month.

Mr. Snow asked about the status of the agency contracts. Mr. Dagnan stated that he has met with them and there is a general contract being written by Nate that will be the base for any contracts for services the City has. That base contract will then be altered to fit each agency. Mr. Armstrong asked that an outside agency contract policy be created. He also asked if these were going to be multi-year contracts. Mr. Dagnan reported that he is trying to get 3-year contracts with an increase of 3.5% each year.

5. Adjournment

ACTION: Motion to adjourn at 7:11 pm by Ceri Otero

Motion passed with a 4:0

AYES: Alan Snow, Ceri Otero, Mark Elliff, David Armstrong

NOES: None

ABSTAIN: None



City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

February 14 2023 - 5:00 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

MEMBERS PRESENT: Robin Harrison, Trudy Blankenship, Robin Blair, Tiffany Cossey

OTHER COUNCIL MEMBERS: David Armstrong, Mark Elliff, Ceri Otero, Mayor Dan Rife

STAFF PRESENT: City Administrator Greg Dagnan, Assistant City Administrator Traci Cox, City Clerk Miranda Deal, Deputy Clerk Courtney Walker

Chair Robin Harrison called the meeting to order at 05:00 PM.

2. Old Business

1. Approval of January 24, 2023 Minutes

ACTION: Motion to accept/approve item 2.1. by Tiffany Cossey
Motion passed with a 4:0

AYES: Robin Harrison, Trudy Blankenship, Robin Blair, Tiffany Cossey

NOES: None

ABSTAIN: None

2. Review & Approval of the Claims Report

ACTION: Motion to accept/approve item 2.2. by Robin Blair
Motion passed with a 4:0

AYES: Robin Harrison, Trudy Blankenship, Robin Blair, Tiffany Cossey

NOES: None

ABSTAIN: None

3. Citizens Participation

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

4. New Business

1. Audit Presentation by KPM CPA's

Rebecca Baker, KPM CPA's and Associates, presented a detailed overview of the City's Audited Financial Statements. Ms. Baker noted total cash and investments decreased \$1.7 million, General Fund revenues increased \$1.5

million and General Fund expenses increased \$2.6 million over the previous fiscal year. The Reserve Fund Balance is calculated by dividing the Unassigned Fund Balance by Total Expenditures. The Reserve Fund Balance for the City of Carthage at the end of fiscal year 22 was 62.4%, up from the previous fiscal year of 57.9%. This was due in large part to capital outlay that was carried over to the current fiscal year. Ms. Baker commended the City Staff on an unmodified/clean audit with no deficiencies reported.

ACTION: Motion to accept/approve the audit by Trudy Blankenship
Motion passed with a 4:0
AYES: Robin Harrison, Trudy Blankenship, Robin Blair, Tiffany Cossey
NOES: None
ABSTAIN: None

2. Staff Reports

Ms. Deal reported that license renewals are currently being worked on. There will be more final numbers at the meeting in March.

Ms. Cox reported that they have been working on OpenGov and conferencing with all department heads in reference to each department's five year capital plan.

Mr. Dagnan reported that the budget process has been going great and they are making progress by having open, transparent conversations with all department heads.

5. Adjournment

ACTION: Motion to adjourn at 5:25 p.m. by Tiffany Cossey
Motion passed with a 4:0
AYES: Robin Harrison, Trudy Blankenship, Robin Blair, Tiffany Cossey
NOES: None
ABSTAIN: None



City of Carthage, Missouri **PUBLIC SERVICES COMMITTEE**

February 21, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of Previous Meeting Minutes
- 3. Citizen Participation**

(Citizens wishing to address the Council or Committee should notify the City in advance and provide the item they want to address in written format at least 24 hours before the meeting. Please call Chelsea Cholley at the Parks & Recreation office at 417-237-7035, or email c.cholley@carthagemo.gov.)
- 4. New Business**
 1. Consider and Discuss Food Truck Friday 2023 - Katie Fields.
 2. Consider and Discuss Carthage Farmer's Market - Chanti Beckham.
 3. Consider and Discuss Community Earth Day Celebration with the Carthage Chamber of Commerce - Julie Reams.
 4. Consider and Discuss Bathroom Contract with CXT.
 5. Consider and Discuss Pool Contract with YMCA.
 6. Consider and Discuss Carl Lewton Stadium.
 7. Consider and Discuss Budget for Fiscal Year 2023-2024.
 8. Consider and Discuss Firework Bids.
- 5. Staff Reports**
- 6. Other Business**
- 7. Adjournment**

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



City of Carthage, Missouri **PUBLIC SERVICES COMMITTEE**

February 21, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

2. Old Business

1. Approval of Previous Meeting Minutes

Ms. Ensor motioned to approve previous meeting minutes. Ms. Otero motioned to amend previous minutes by adding the accepted bid amounts of the Salt Spreader and Snow Plow sold by Bus Andrews. Motion approved as amended.

ACTION: Motion to accept/approve item 2.1. by Brandi Ensor;
second by None;
Motion with a 4:0

AYES: Ceri Otero, Ed Hardesty, Trudy Blankenship, Brandi Ensor

NOES: None

ABSTAIN: None

3. Citizen Participation

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

Citizens Attendance: Chanti Beckham, Julie Reams, Katie Fields, Matt Huntley, Angie Haas, Karen Wilkinson, Jeff Wilkinson, Pam Borland, Gary Borland, Dan Curry, Chase Borland, John Hacker, Wayne Lyon.

Chase Borland, 905 West Chestnut - Carthage, Spoke to offer his company BOI Industries services of manual labor with repairs at Carl Lewton Stadium if the city could provide information on what needs to be repaired and could pay for the supplies. The committee thanked Mr. Borland for the offer.

Dan Curry, 1141 Belle Air - Carthage, spoke about the Park Master Plan and the Emergency Funds for the Carthage Pro Shop and mentioned his concern that the emergency funds would be the only funds to help improve the Carthage Pro Shop when it had been said that there has been a need for a new Pro Shop for years. Ms. Almandinger stated that emergency funds have been put in place to help repair the roof and water damage to make sure it will be safe to use currently. Mr. Curry also mentioned concerns about the Carl Lewton Stadium being closed and some possibilities of it being used in an alternative way.

Pam Borland, 2103 Alison - Carthage, Inquired about the tables that had been previously in the back of the Pro shop and was concerned that they would not be able to be used when they have their 45th Annual Tournament. Ms. Almandinger responded

the the tables will be available for events.

Jeff Wilkinson, 1520 Country Club Road - Carthage, stated that he would like to request a meeting open to citizens if there are any further decisions made on Carl Lewton Stadium, so the citizens can have input on what they believe should be done with the stadium.

4. New Business

1. Consider and Discuss Food Truck Friday 2023 - Katie Fields.

Ms. Fields, the Director of Tourism, spoke about Food Truck Friday events scheduled for the 2023 season and provided Maps and events for Food Truck Friday. Ms. Fields stated she is working to get sponsors and vendors at each event and she currently has MSSU as one of the partners. Ms Fields is requesting the use of Central Park on the dates provided with road closures that are set to go to the next Public Safety Committee. All Food Truck Friday Events will have the same closures, with an exception in May. There will be an additional area set up for a local business to have a car show that will have LED lights for the "Glow in the Park" Food Truck Friday. The area will only be closed for parking to allow a location for the cars to pull into the park. This location was determined as the best location by the Police Chief. Ms. Fields stated that she will be requesting an area for a beer garden this year as well. Ms. Blankenship motioned to allow use of Central Park for Food Truck Friday for the 4/14, 5/12, 6/9, 7/14, 8/11, 9/8, & 10/13 of 2023.

ACTION: Motion to accept/approve item 4.1. by Trudy Blankenship;
second by None;
Motion with a 4:0

AYES: Ceri Otero, Ed Hardesty, Trudy Blankenship, Brandi Ensor

NOES: None

ABSTAIN: None

2. Consider and Discuss Carthage Farmer's Market - Chanti Beckham.

Ms. Beckham is requesting the use of Central Park for the Carthage Farmers Market every Wednesday and Saturday, 7am - 4pm. The Farmers Market will be using the northwest corner of Central Park starting April 1st 2023 - November 25th 2023. Ms Ensor motioned to approve the use of Central Park for the Carthage Farmers Market every Wednesday and Saturday, 7am - 4pm, starting April 1st 2023 through November 25th 2023.

ACTION: Motion to accept/approve item 4.2. by Brandi Ensor;
second by None;
Motion with a 4:0

AYES: Ceri Otero, Ed Hardesty, Trudy Blankenship, Brandi Ensor

NOES: None

ABSTAIN: None

3. Consider and Discuss Community Earth Day Celebration with the Carthage Chamber of Commerce - Julie Reams.

Ms. Reams, President of Carthage Chamber of Commerce, requested use of Central Park on April 22nd, 10am - 2pm for an Earth Day Community Celebration. Ms. Reams stated that this event is a new event that she is looking to be annual. There are already multiple groups in the community who will

participate, including the Carthage Tree Board and CWEP, who will be providing information and activities for families and children to participate in. This will require the closure of Lyon St from 8am-3pm, which will be brought to the Public Safety Committee. Mr. Hardesty motioned to approve use of Central Park for the Earth Day Community Celebration on April 22nd from 10am to 2pm.

ACTION: Motion to accept/approve item 4.3. by Ed Hardesty; second by None;

Motion with a 4:0

AYES: Ceri Otero, Ed Hardesty, Trudy Blankenship, Brandi Ensor

NOES: None

ABSTAIN: None

6. Consider and Discuss Carl Lewton Stadium.

Ms. Almandinger stated that when she started her job she quickly realized the disrepair that many of the park buildings are in. On January 17th she met with Athletic Director Mark Holderbaum and Head Baseball Coach Luke Bordewick to discuss a contract. Ms. Almandinger wanted to know what the responsibilities would be for the Parks Department and who maintained what. Ms. Almandinger met with the Public Works Director, Mr. Carney, and the City Engineer, Jason Eckhart, on January 26th to determine the cost and what is needed to get the stadium in working condition for the upcoming baseball season. On February 8th there was a letter provided after the professional assessment by our City Engineer stating that the stadium is unfit and unsafe to have people in it. The field will still be able to be used only by the staff and students of the school and no one will be on the stadium bleachers. The committee agreed they would like the stadium to be saved and used for some purpose but there needs to be more information on the integrity of the stadium to determine how to move forward. Mr. Dagnan stated the city was waiting for a determination from our city engineer that should be completed soon. No Action Taken.

4. Consider and Discuss Bathroom Contract with CXT.

Ms. Almandinger stated that our City Engineer, Jason Eckhart, has been working on our bathrooms and sitework that will need to be done. It was recommended by Mr. Eckhart to contract with CXT to provide prefabricated restrooms. CXT will provide state contract pricing which will eliminate the need for bids and Mr. Eckhart has worked with this company before and was happy with their products. The Kellogg Lake restroom model is Tioga Special and will cost \$56,240.00, the Griggs Park model is Dakota and will cost 101,955.00, and the Municipal and Carter Park model will be Taos priced at \$159,55.00 each. The total cost for all units planned to be purchased at this moment is \$477,305.00. The bid for site work at the locations for these restrooms is currently out for bids by Mr. Eckhart and will close March 7th. Ms. Almandinger stated that with the cost of the units running much less than originally budgeted, she is looking at assessing other units that might need repairs or replacing, like the golf course and Fair Acres restrooms. Ms. Blankenship motioned to recommend to council the contract with CXT for restroom units for Kellogg Lake, Griggs, Municipal and Carter totaling \$477,305.00.

ACTION: Motion to accept/approve item 4.4. by Trudy Blankenship; second by None;

Motion with a 4:0

AYES: Ceri Otero, Ed Hardesty, Trudy Blankenship, Brandi Ensor
NOES: None
ABSTAIN: None

5. Consider and Discuss Pool Contract with YMCA.

Ms. Almandinger stated that the Parks & Recreation Department is currently in discussion with our City Attorney to determine a new contract that will not only be used for the YMCA but other groups that will use our facilities. Ms.

Almandinger stated that the contract in the packet is just a rough draft of what that could look like. No action taken.

8. Consider and Discuss Firework Bids.

Ms. Almandinger discussed the bids that have been submitted for the Fireworks RFP that would consist of a contract for the next 3 years with a pyrotechnics company to put on our annual Fourth of July Firework show in Municipal Park. We received 2 bids, one being from Encore Pyrotechnics and Blazing Skies. These companies provided bids priced at 3 different pricing levels and Encore Pyrotechnics was the lowest price with a higher number of shots for the shows as well as the same company that we contracted with for the past 3 years. Ms. Blankenship motioned to accept the bid of \$19,950.00 for the larger show with Encore Pyrotechnics.

ACTION: Motion to accept/approve item 4.8. by Trudy Blankenship;
second by None;
Motion with a 4:0

AYES: Ceri Otero, Ed Hardesty, Trudy Blankenship, Brandi Ensor
NOES: None
ABSTAIN: None

7. Consider and Discuss Budget for Fiscal Year 2023-2024.

Ms. Almandinger reviewed with the committee the first draft capital items and projects that she will be requesting for the next few years.

5. **Staff Reports**

Ms. Almandinger informed the committee that there were 2 mowers purchased last year that the new superintendent, Kirk Tilley, felt was not the most efficient mowers and that we should have purchased larger mowers. Mr. Tilley was able to negotiate an even trade with the mowers for 2 new 72" mowers. Ms. Almandinger stated that the Golf Course Pro Shop is currently being repaired due to water damage thanks to Mr. Carney, the Public Works Director, and the street department. On March 1st, Westport Pools will be visiting to meet prior to completing the pool assessment. Ms. Almandinger stated that Mr. Eckhart has posted the request for qualifications for the site work for the restrooms to be turned in on March 7th. Mrs. Almandinger informed the committee that the Parks Department has also been working on some improvements to the park office, including painting and carpeting. The Parks Department is also working towards fuel cards for our highway vehicles to help with tracking the usage of fuel and this should be switched over this week. The tank will still be used for equipment and golf carts. The Park Policy for the golf incentive started February 1st and is getting great feedback with some minor changes to prevent employees from taking the last tee time, so the city is not incurring any additional payroll costs for staff. Ms. Almandinger is looking into the golf membership prices and the use of private golf carts on our course. Ms. Almandinger stated that after more research with a local company to determine what

we were looking for in a Civil War Video. It was determined that \$7600.00 might be closer to the cost of the video of what we would want and we would be working complete and new bid process.

6. Other Business

7. Adjournment



City of Carthage, Missouri

CITY COUNCIL

February 17, 2023 - 4:00 PM

HOSTED VIA ZOOM CONFERENCING

(Info is listed at the bottom of the agenda)

SPECIAL COUNCIL MEETING AGENDA

1. **Call to Order**
2. **Calling of the Roll**
3. **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.
4. **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

Join Zoom Meeting

<https://us02web.zoom.us/j/82592304739?pwd=R2hjdmo5R3pHWFBwait1V0NsQVFoUT09>

Meeting ID: 825 9230 4739

Passcode: 548377

One tap mobile

+16469313860,,82592304739#,,,,*548377# US

+13017158592,,82592304739#,,,,*548377# US (Washington DC)

Meeting ID: 825 9230 4739

Passcode: 548377

Find your local number: <https://us02web.zoom.us/j/kdpKE6tDv8>



February 27, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of 1-23-23 Minutes
- 3. Citizen Participation**
 1. Consider and discuss speeding in Phelps addition - Dane Kendall
- 4. New Business**
 1. Consider and discuss marijuana ordinance - Nate Dally
 2. Consider and discuss unlawful use of weapon ordinance
 3. Consider and discuss CWEP Tower 2 Tower Run on May 13th - Meagan Miliken
 4. Consider and discuss Earth Day Celebration - Julie Reams
 5. Consider and discuss Food Truck Friday - Katie Fields
 6. Consider and discuss amendment to Section 14-11, Court Costs, of the Carthage Code
 7. Consider and discuss acceptance of giftcards from Butterball - Huntley
 8. Consider and discuss the request for the council bill pertaining to hiring age - Huntley
 9. Consider and discuss Grace SuperPass Personal Alert bid - Huntley
 10. Staff Reports
 - Fire Department
 - Police Department
- 5. Adjournment**

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



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

February 28, 2023 - 5:00 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of February 14, 2023 Minutes
 2. Review & Approval of the Claims Report
- 3. Citizens Participation**

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)
- 4. New Business**
 1. Discuss Remainder of Dick Horton Bill
 2. Consider and Discuss City of Carthage Wellness Packet
 3. Consider and Discuss Dental & Vision Insurance Renewals
 4. Consider and Discuss Parks & Golf Job Descriptions
 5. Staff Reports
- 5. Adjournment**

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



MICHAEL MILLER
CITY OF CARTHAGE
326 GRANT ST
CARTHAGE, MO 64836-1632

DEAR MICHAEL MILLER:

Thank you for choosing VSP® Vision Care — and for your continued business. Putting your employees first and guaranteeing their satisfaction is easy, when we have partners like you.

As the only national not-for-profit vision company, we're committed to giving your employees:

- **Lowest employee out-of-pocket costs** — employees' #1 priority in a vision plan.
- **Exclusive Member Extras.** offers you won't find anywhere else — only VSP members can save more than \$2,500 on vision, hearing, medical, and lifestyle services.
- **World class service** — the highest customer satisfaction in the industry, 15 years in a row.

Your VSP plan automatically renews on **March 1, 2023** and **no action is required** to continue to receive consumers' #1 choice in vision care.

Group Name/Number: CITY OF CARTHAGE / 30074957
Renewal Period: March 1, 2023 - February 28, 2025
Current Plan Frequency: 12 / 12 / 24
Current Copay: \$10 Exam / \$25 Materials
Current Allowance: \$180.00 Retail Frame / \$150.00 Elective Contact Lenses
Current Rates: \$15.66 / 25.05 / 25.57 / 41.22
Renewal Rates: \$16.45 / 26.32 / 26.87 / 43.32

Current Plan Frequency: 12 / 12 / 24
Current Copay: \$10 Exam / \$25 Materials
Current Allowance: \$180.00 Retail Frame / \$180.00 Elective Contact Lenses
Current Rates: \$16.01 / 25.62 / 26.15 / 42.17
Renewal Rates: \$16.81 / 26.92 / 27.48 / 44.30

Rates include all applicable taxes and health assessment fees known as of the date of your renewal.

Please let me know if you have any questions about your VSP plan or would like to see additional options to enhance your benefit or lower your premium. Please contact me at the number below and I can assist you.

Thank you,

Samantha Martin (800) 216-6248

cc: LORIE A DOWNING
SRA INSURANCE AGENCY, LLC DBA
303 E 3RD ST
CARTHAGE, MO 64836-1735

CMI CS Team

PLEASE READ

**IMPORTANT LEGAL NOTICE
CONCERNING MISSOURI STATE STATUTE
REGARDING DEPENDENT COVERAGE**

Effective January 1, 2008, Missouri state statute (R.S.Mo. 376.426(17)) provides that "dependent child" includes an eligible Enrollee's unmarried dependent child who is under 25 years of age.

Please be advised that if your contract with VSP provides coverage for dependent children, we will update the limiting age to provide coverage through age 25 to comply with the above-mentioned statute, effective as of the upcoming renewal date of your VSP coverage.



City of Carthage
MISSOURI

OUR VISION

To create a work environment where employees are empowered to learn about and better their nutrition, fitness, emotional well-being, and financial health.

2023 WELLNESS PROGRAM

EARN YOUR \$150 INCENTIVE

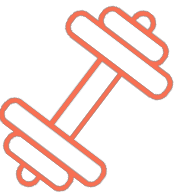
// POINT SYSTEM



	Point Opportunity	Points per Occurrence	Max Allowed	Points Earned
1	Preventive visit (required)	25	25	
2	Blood screening at health fair or doctor	25	25	
3	Dental visit	10	10	
4	Vision visit	10	10	
5	Nicotine free	15	15	



	Point Opportunity	Points per Occurrence	Max Allowed	Points Earned
7	Gym membership for a year	20	20	
8	30-day tracker: food diary, activity, habit	15	15	
9	Athletic event*	15	15	
10	City of Carthage challenges or events	15	30	
11	No more than 16 hours sick leave used	15	15	



	Point Opportunity	Points per Occurrence	Max Allowed	Points Earned
12	Weight management program (6 mos)	15	15	
13	Blood donation	10	20	
14	Flu or pneumonia shot	10	20	
15	Health fair attendance	5	5	
16	Volunteer community service**	5	10	



Earn 100 points & receive \$150
in incentive pay the 2nd pay
period in December!

City of Carthage seeks to create a culture of health for all employees and their families by promoting healthy lifestyles, educational opportunities and wellness activities. City of Carthage recognizes that a culture of wellbeing not only benefits employees and their families, but the organization as a whole.

**Athletic event examples include Heart Walk, Diabetes Walk, Maple Leaf Walk, Walk for Life, Softball Tournament, 5k, etc.*

***Volunteer community service examples include Carthage Humane Society, Vision Carthage, organize a trash clean-up/or participate in it, coach youth sport or program (Boy scouts, Girl scouts), volunteer at events like Fourth of July, Maple Leaf, kids fishing tournament, Food Truck Friday, Participate/help in city parade floats, food pantry, toy drive for the LaVerne Williams Children Christmas Party, etc.*

Tracking methods are flexible and include data from apps.
Contact a member of your wellness team with any questions and
to submit this tracking sheet **by 12/11/23.**

TOTAL POINTS

// VALUABLE BENEFITS



Receive a \$20 monthly incentive by visiting a local gym at least 12 times in one month. Turn in proof to your department wellness leader.



Free golf and cart rentals for employees Monday-Thursday and after 12:00 pm on Friday-Sunday. 50% off golf and cart rentals for employees Friday-Sunday from sunrise to 12:00 pm.



Earn up to \$200 by participating or completing a variety of activities such as preventive care, condition management, and wellness activities. Log into anthem.com or get the Sydney Health app to begin earning rewards.



// SUCCESS STORIES



Seeing a picture of myself with my family at a special event is what made me decide it was time to do something about my weight. I changed my diet, cut out snacking at night and began drinking a gallon of water every day. I also took up walking on the treadmill and some body weight exercises for strength training. The city challenge became an added incentive. Walker Tracker was also fun to see how much I did during that day. After 6 months of these changes to my habits, I had **lost a total of over 50 pounds**. I was able to **get off cholesterol medicine**. I feel much better and am going to continue to participate and hope to maintain my health and weight by **utilizing the City of Carthage wellness program**.

Brian Calhoon,
Fire Training Officer



Several years ago, my wife began a disciplined diet and moderate exercise routine. She looks great and has energy. I couldn't seem to find the motivation to do it. Having a friendly "competition" and **tying this into work** allowed me to focus on the goal during the workday. At this point I wouldn't say I feel 20 years younger, but I do feel **20 pounds lighter** and that's worth a lot to me.

Kevin Kinsey,
IT Administrator



I've enjoyed being able to participate with other city employees and **making connections with folks**. It's encouraging to see others supportive and it's sort of a peace of mind to knowing you aren't the only one riding the health struggle bus. **The gym reimbursement is awesome!** It may not seem like a lot to people but if you are trying to manage finances and are having to cut things out, that would be my first to have to go, I am thankful for it and it's been a motivator for me to actually go to the gym! Also, **this program "made" me get an eye exam..** turns out I need glasses; I never would have gone for an eye exam had I not been driven to check all those boxes to feel successful in my health journey this year. This was also the first year I gave blood and it was neat. - **Thank you to the committee!!**
Sgt. Heather Wolfe,
Police Administrative Sergeant

// CITY WELLNESS GOALS

GET ACTIVE

walker tracker & other fitness challenges

STAY HEALTHY

select a Primary Care Physician and get your FREE preventive care exam

EMOTIONAL WELL-BEING

utilize our confidential Employee Assistance Program

NICOTINE CESSATION

helps employees reduce dependency on nicotine

REDUCE HEALTH INSURANCE PREMIUMS

working together to stay healthy and reduce rates

MORE THAN A HEALTH FAIR!

In addition to the annual health fair, the wellness committee works to improve the health and well-being of the City of Carthage employees and families through education, training and activities.



The committee meets the first Wednesday of the month and is open to any employees. Want to be a member? Please let us know.

The City of Carthage Wellness Program is voluntary and available to all employees on the health plan. The program is administered according to federal rules permitting employer-sponsored wellness programs that seek to improve employee health or prevent disease, including the Americans with Disabilities Act of 1990 (ADA), the Genetic Information Nondiscrimination Act of 2008 (GINA), and the Health Insurance Portability and Accountability Act (HIPAA), as applicable, among others.

Various health assessments and screenings are available and voluntary as a part of the wellness program. You are not required to complete these or other medical examinations. However, employees who choose to participate are eligible for rewards. The health testing and assessment options that are either a part of or encouraged by the wellness program include a health risk assessment, health coaching, and biometric screening of blood pressure, cholesterol lipid panel, glucose (blood sugar) and body mass index. Tobacco cessation counseling is available to waive the tobacco surcharge. If you think you might be unable to meet the standard for the reward under this wellness program or for program alternatives, contact HR and we will work with you (and, if you wish, with your doctor) to find a wellness program with the same reward that is right for you in light of your health status.

The information from the health testing can help you understand your current health and potential risks, and determine appropriate lifestyle goals. You also are encouraged to share your results or concerns with your own doctor.

Protections from Disclosure of Medical Information

We are required by law to maintain the privacy and security of your personally identifiable health information. City of Carthage may use aggregate information to design a program based on identified health risks in the workplace. Your physician and the vendors who administer and provide screenings will not disclose any of your personal information either publicly or to the employer, except as expressly permitted by law. Medical information that personally identifies you that is provided in connection with the wellness program will not be provided to your supervisors or managers and may never be used to make decisions regarding your employment. In addition, all health information obtained through the wellness program will be maintained separately from your personnel records, stored electronically and encrypted, and not be used in making any employment decision. Appropriate precautions will be taken to avoid any data breach, and in the event a data breach occurs involving information you provide in connection with the wellness program, we will notify you immediately. You will not be discriminated against in employment because of the medical information you provide as part of participating in the wellness program, nor will you be subjected to retaliation if you choose not to participate.

Your health information will not be sold, exchanged, transferred, or otherwise disclosed except to the extent permitted by law to carry out specific activities related to the wellness program, and you will not be asked or required to waive the confidentiality of your health information as a condition of participating in the wellness program or receiving a reward. Anyone who receives your information for purposes of providing you services as part of the wellness program will abide by the same confidentiality requirements. City of Carthage may be provided with an aggregate report (summary of results with no identifying information) or a list of names of participants for programs where participation is tracked for the purposes of distributing rewards.

If you have questions or concerns regarding this notice, or about protections against discrimination and retaliation contact HR.

**Contact a member of your wellness
team with any questions**



CITY OF CARTHAGE
326 Grant Street
CARTHAGE, MO 64836

Dear Plan Administrator,

On a promise of affordably priced comprehensive dental and vision benefits delivered through caring service professionals, you selected us. Thank you for placing your trust in us. We take the placement of your faith, your broker's faith in us very seriously.

Your plan anniversary is **March 1, 2023**.

We are grateful for your business. We respect the role of your broker and consultant and will work closely with both of you to earn your renewal.

Below is a summary of your current rates along with your renewal rates.

	<u>Current Rates</u>	<u>Renewal Rates</u>	<u>Enrollment</u>
Employee	\$37.81	\$37.81	41
Employee & Spouse	\$77.34	\$77.34	2
Employee & Child(ren)	\$79.53	\$79.53	9
Family	\$126.80	\$126.80	4

Please keep in mind that this is your annual enrollment period. Now is the time for your employees to review and make changes to their current coverage, which will become effective on your anniversary.

Thank you for your continued partnership with Delta Dental of Missouri.

Sincerely,

Cindy Pithers

Regional Account Manager
Phone: (800) 392-1167 x2840

cc: SRA INSURANCE AGENCY LLC DBA BEIMDIEK INSURANCE

JOB DESCRIPTION CITY OF CARTHAGE

DEPARTMENT: Golf

SALARY GRADE: E

POSITION TITLE: Asst. Golf Course Operations Supervisor

FLSA STATUS: Non-Exempt

RESPONSIBILITIES OF POSITION:

Under the direction of the Golf Course Operations Supervisor, perform a variety of routine duties such as opening and closing Pro Shop, collecting green fees, helping run tournaments, daily cleaning of the Pro Shop, preparing golf carts for the day, parking golf carts and closing the Pro Shop. Supervises part time workers as directed by the Golf Course Operations Supervisor, assumes duties of the Golf Course Operations Supervisor in his absence, including preparing and making the daily deposit.

SUPERVISION RECEIVED AND EXERCISED:

Performs duties as directed by the Golf Course Operations Supervisor, supervises part time pro shop employees.

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

1. Opening Pro Shop and preparing for the day, including organizing golf carts and any preparations needed in the Pro Shop.
2. Collecting green fees, cart fees and entering information into point of sale management software.
3. Selling annual passes.
4. Supervising part time employees as needed.
5. Clean, repair and maintain golf carts.
6. Counting money, closing register and preparing daily deposit at end of day.
7. Assist with tournaments, including scoring, course set-up and rules interpretation.
8. Help maintain grounds around Pro Shop, including mowing and trash pick-up.
9. Help clean and maintain the Pro Shop, including replacing light bulbs, cleaning rest rooms, vacuuming, emptying trash and cleaning windows.
10. Help customer make tee times and assist on the first tee with maintaining proper order of players.
11. Help with the golf leagues using the course, tee times and any other assistance needed.
12. Carries out any duties as are within the scope, spirit and purpose of the job as directed by the supervisor or Parks and Recreation Director.

QUALIFICATIONS REQUIRED:

Knowledge: Proper knowledge of the game of golf. Should have a good understanding of the rules of the golf. Some mechanical ability for golf cart maintenance.

Abilities: Able to supervise part time employees, able to communicate effectively, both orally and in writing, able to understand and follow oral and written instructions. Operate service and make minor repairs on equipment. Establish and maintain cooperative and

effective working relationships with others. Perform minor maintenance using a variety of tools and machines utilized in golf cart maintenance. Maintain work pace appropriate to given workload. Work courteously and tactfully with customers and employees.

Experience and Training: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. **Experience:** Understanding of the rules of golf and some mechanical ability for golf cart maintenance. **Education:** High school graduate (or HSE-High School Equivalency Credential).

Physical Requirements: Standing for extended periods of time behind a counter, working on concrete surface when repairing golf carts.

License/Certificate: Possession of or ability to maintain an appropriate valid Missouri driver's license; to maintain a functioning telephone at place of residence.

Miscellaneous Requirements: Must pass pre-employment drug test and submit to periodic drug testing as required by applicable law.

SPECIAL REQUIREMENTS:

Schedule: Work is seasonal in nature. Golf Course Manager will establish bi-weekly work schedule for employee. Employee will typically work 80 hours during the bi-weekly work period. Hours will vary for special assignments. Weekends and holiday work are required.

Overtime: Periodic overtime may be required; the City may provide compensatory time off in lieu of cash overtime.

LIMITATIONS AND DISCLAIMER:

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

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

Signed: _____ Date: _____



JOB DESCRIPTION CITY OF CARTHAGE

DEPARTMENT: Parks
POSITION TITLE: Administrative Assistant

SALARY GRADE: D
FLSA STATUS: Non-Exempt

RESPONSIBILITIES OF POSITION:

This is responsible administrative assistant and clerical position which involves a wide variety of activities in assisting the Parks & Recreation Director in performing departmental tasks. Activities may include **minute taking**, skilled typing, and filing, canvassing, screening callers and visitors, and operating office machines. This position helps maintain the Parks and Recreation Departments social media and website presence. Work is performed with initiative and independent judgement and is evaluated upon completion for adherence to instructions and established procedures.

SUPERVISION RECEIVED:

Under general supervision of Parks and Recreation Director, incumbent is expected to demonstrate and exercise considerable independent judgement and knowledge in the performance of assigned duties.

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

1. Serve as initial contact for the Parks Department both on the phone and in the reception area. A pleasant personality with a customer service attitude are required.
2. Typing and composition of office correspondence, reports and other items as assigned. Compiles and completes data for administrative reports and other public documents. Establishes and maintains office filing system. Makes varied mathematical computations on material assembled.
3. Preparation of grant reimbursement requests and other record keeping including correspondence to policies and standards.
4. Preparation and distribution of meeting notices and agendas.
5. Relieves Parks and Recreation Director of routine administrative details such as requisitioning or order supplies, checking operating reports for accuracy and conformance to policies and standards.
6. Ordering, maintaining, processing and preparation of invoices of materials and supplies for Administration Department.
7. Takes and prepares minutes for assigned committee responsibilities.
8. Preparation and maintenance of assigned economic indicators and demographics.
9. Other duties as assigned.
10. Coordinate and schedule basic copier and office machine repairs and maintenance.
11. Keep and maintain adequate supply of office supplies.
12. Miscellaneous business related errands.
13. Carries out any other duties as are within the scope, and spirit and purpose of the job as directed by the supervisor or Department Head.

QUALIFICATIONS:

Knowledge of: Bookkeeping, accounting, accounts payable and receivables; basic office skills including typing and filing; computer experience with spreadsheet programs and word processing packages. Professional appearance, attitude and attire.

Abilities: Ability to follow verbal and written instructions; work independently; set priorities; meet deadlines; and exercise independent judgment; maintain confidentiality; present positive professional image to the general public and other City Departments; communicate with fellow workers, subordinates, managers and the general public in a clean, concise manner; maintain attention to numerous individuals or detailed information for prolonged periods of time; provide customer service in a manner consistent with City standards; work cooperatively with others as a member of a service-oriented team; deal with distressed, agitated customers in a calming, composed manner.

Experience, Education and Training: Any combination of experience and training that would likely provide the required knowledge and abilities would be qualifying. A typical way to obtain the knowledge and abilities would be: **Experience:** Three (3) to five (5) years of previous experience in a similar position or demonstration of possession of the knowledge and abilities listed above. **Education:** Graduation from high school (or HSE-High School Equivalency Credential) or related specialized training courses with supplement experience.

Physical Requirements: Work is performed in an office environment with noise and frequent interruptions. Some assignments require sitting for extended periods of time. Work is often performed under the stress associated with the need to meet inflexible deadlines.

License/Certificates: Possession of, or ability to maintain an appropriate valid Missouri driver's license; to maintain a functioning telephone at place of residence.

SPECIAL REQUIREMENTS:

Schedule: Work is typically 8:00 a.m. to 5:00 p.m. Additional hours may be required to attend meetings. Employee is scheduled to work 80 hours during the bi-weekly period.

Overtime: The City provides overtime or compensatory time off pursuant to the Fair Labor Standards Acts.

LIMITATIONS AND DISCLAIMER:

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

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

Signed: _____ Date: _____



JOB DESCRIPTION CITY OF CARTHAGE

DEPARTMENT: Golf
POSITION TITLE: Golf Maintenance Supervisor

SALARY GRADE: J
FLSA STATUS: Non-Exempt

RESPONSIBILITIES OF POSITION:

This is a supervisory position that involves maintaining the Carthage Municipal Golf Course. Work involves supervising Golf Maintenance employees, maintaining quality putting greens, maintenance of facilities located on course, maintenance of equipment and minor construction projects.

SUPERVISION RECEIVED:

Under direct supervision of the Parks & Recreation **Director**. Incumbent is expected to demonstrate considerable independent judgement and knowledge in the performance of assigned duties. Supervise employees on assigned duties dealing with all aspects of maintenance work by the Golf Department. Incumbent is a working supervisor.

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

1. Supervises Golf Maintenance Crew on a daily basis. Oversees and evaluates all work completed by Golf Maintenance. Prioritize and assign work to maintenance crew.
2. Carry out the work orders assigned to the employees on a daily basis, for the work and task to be accomplished for that particular workday.
3. Makes repairs such as irrigation system failures, mechanical, and electrical as needed.
4. Gathers information such as cost estimates for golf course projects and equipment costs.
5. Purchases all chemical supplies as needed for maintaining quality playing conditions on the course.
6. Keeps record of all work completed on the golf course.
7. Reports in writing on a monthly basis to the Park & Recreation **Director**.
8. Works with Golf Operations Supervisor related to course set up and maintenance needs.
9. Carries out any other duties as are within the scope, spirit and purpose of the job as directed by the Parks & Recreation **Director**.

QUALIFICATIONS REQUIRED:

Knowledge: Methods, equipment, tools and materials used in maintaining greens, fairways and other golf course areas. Turf grass maintenance including nutrient requirements and disease prevention. Requirements of maintaining a golf course in a safe, clean and orderly condition. Knowledge of proper chemical application and sprayer calibration. Proper operation of heavy grounds equipment. Maintenance and repair of irrigation systems.

Abilities: To supervise full and part time employees, able to keep records of spraying and other maintenance. Ability to understand and operate within a budget. Perform specialized

grounds keeping duties in the care and maintenance of the Carthage Municipal Golf Course. Safely operate a variety of mowers and other related service and make minor repairs on equipment.

Understand and follow written and oral directions. Maintain work pace appropriate to given workload. Work courteously and tactfully with customers and employees.

Experience, Education and Training: Any combination of experience and training that would likely provide knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be: Experience: Three (3) years experience in a supervisory role in a golf course maintenance department. Education: High school graduate (or HSE-High School Equivalency Credential).

Physical Requirements: Lifting heavy objects; bending at the waist; stooping; kneeling or crouching to change cups; dexterity of hands and fingers to operate a variety of specialized equipment and hand and power tools; pushing and pulling mowers; sitting extended periods of time while operating grounds equipment; reaching overhead and horizontally to prune trees; standing and walking for extended periods of time; walking over rough and uneven surfaces.

Licenses and Certificates: Possession of or ability to maintain an appropriate valid Missouri Class E driver's license; to maintain a functioning telephone at place of residence.

SPECIAL REQUIREMENTS:

Schedule: Work is typically 6:30 a.m. to 3:30 p.m. Monday through Friday. Employee scheduled to work 80 hours during the bi-weekly work period.

Overtime: The City provides overtime or compensatory time off pursuant to the Fair Labor Standards Act. Seasonal overtime is required for position.

LIMITATIONS AND DISCLAIMER:

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

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

Signed: _____ Date: _____



JOB DESCRIPTION CITY OF CARTHAGE

DEPARTMENT: Golf
POSITION TITLE: Golf Operations Supervisor

SALARY GRADE: L
FLSA STATUS: Exempt

RESPONSIBILITIES OF POSITION:

The supervisor shall devote his time, attention and energies to the management of the golf course and to the performance of duties as Golf Course Operations Supervisor. He shall always conduct himself and in all matters in accordance with the standards accepted for golf operations supervisors as outlined by the PGA of America. He will emphasize expansion of community interest in golf and will maintain good public relations.

SUPERVISION RECEIVED:

Under direct supervision of the Parks and Recreation Director. Incumbent is expected to demonstrate considerable independent judgement and knowledge in the performance of assigned duties. Supervise employees on assigned duties dealing with all aspects of work by the Golf Department.

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

1. Supervisor shall conduct golf tournaments and shall initiate and promote golf activities for the community of Carthage.
2. The Supervisor shall be responsible for the collection of green fees and membership fees from all patrons in a manner which provides accountability and assurance that all players have properly paid their fees. These funds shall be deposited into the proper account daily.
3. The Supervisor shall maintain an inventory of golf equipment and supplies for sale to the patrons in the Pro Shop.
4. The Supervisor shall utilize a system and enforce rules which provide for orderly play in a timely manner. The Supervisor shall be responsible for the hiring and supervising of full time and seasonal staff.
5. The Supervisor shall manage a record keeping system which documents the number of plays by all segments of play.
6. The Supervisor is responsible for golf cart fleet management and maintenance. Minor maintenance will be necessary and should be done by the supervisor or his staff.
7. The Supervisor shall monitor and update policies and procedures specific to the duties and responsibilities of golf course staff.
8. The Supervisor shall work with the Parks and Recreation Director to develop and implement annual Business and Marketing plans.
9. Carries out any other duties as are within the scope, spirit and purpose of the job as directed by the Park and Recreation Director.

QUALIFICATIONS REQUIRED:

Revised February 2023

Knowledge: Proper knowledge of the game of golf and management of golf course operations. Knowledge of the rules of golf. Good understanding of golf cart maintenance.

Ability: Able to supervise full and part time workers, schedule hours worked and keep accurate payroll records. Ability to operate a Golf Pro Shop, set up and run golf tournaments, work with golf leagues and organizations. Ability to budget and work within the budget. Work courteously and tactfully with customers and employees. Able to communicate effectively both orally and in writing. Able to understand and follow oral and written instructions. Establish and maintain cooperative and effective working relationships with others.

Experience, Education and Training: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be: Education: High school graduate (or HSE-High School Equivalency Credential); Experience: Three (3) to five (5) years experience working in the golf industry.

Physical Requirements: Standing for extended periods of time behind a counter, working on concrete surface when repairing golf carts.

Licenses and Certificates: Possession of, or ability to maintain an appropriate valid Missouri driver's license; ~~to maintain a functioning telephone at place of residence.~~

SPECIAL REQUIREMENTS:

Schedule: Work is seasonal in nature. The Park and Recreation Director shall establish hours of operation. Weekends and holiday work are required. The Supervisor agrees to be available to attend regular and special meetings of the City Council or its subcommittees to discuss areas both within the realm of their duties and those for the benefit of the Golf Course.

Overtime: ~~The City provides compensatory time off in lieu of cash overtime.~~

LIMITATIONS AND DISCLAIMER

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

Signed: _____ Date: _____



**JOB DESCRIPTION
CITY OF CARTHAGE**

DEPARTMENT: Golf
POSITION TITLE: Golf Shop Attendant

SALARY GRADE: PC
FLSA STATUS: Non-Exempt

RESPONSIBILITIES OF POSITION:

Under the direction of the Golf Operations Supervisor and Assistant Golf Operations Supervisor, perform a variety of routine duties such as opening and closing Pro Shop, collecting green fees, daily cleaning of the Pro Shop, preparing golf carts for the day, parking golf carts and closing the Pro Shop. Manage the tee sheet and monitor pace of play. Supervises Attendants as directed by the Golf Course Operations Supervisor and Assistant Golf Operations Supervisor.

SUPERVISION RECEIVED AND EXERCISED:

Performs duties as directed by the Golf Operations Supervisor and Assistant Golf Operations Supervisor. Supervises Golf Attendant employees as needed.

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

1. Opening Pro Shop and preparing for the day, including organizing golf carts and any preparations needed in the Pro Shop.
2. Collecting green fees, cart fees and entering information into point of sale management software.
3. Selling annual passes.
4. Supervising Golf Attendants as needed.
5. Clean and maintain golf carts.
6. Counting money, closing register and preparing daily deposit at end of day.
7. Assist with tournaments, leagues and events.
8. Help maintain grounds around Pro Shop, including minor maintenance items and trash pick-up.
9. Help clean and maintain the Pro Shop, including replacing light bulbs, cleaning rest rooms, vacuuming, emptying trash and cleaning windows.
10. Help customer make tee times and assist on the first tee with maintaining proper order of players.
11. Carries out any duties as are within the scope, spirit and purpose of the job as directed by the supervisor or Parks and Recreation Director.

QUALIFICATIONS REQUIRED:

Knowledge: Some mechanical ability for golf cart maintenance.

Abilities: Able to supervise part time employees, able to communicate effectively, both orally and in writing, able to understand and follow oral and written instructions. Operate, service and make minor repairs on equipment. Establish and maintain cooperative and effective working relationships with others. Perform minor maintenance using a variety of tools and machines utilized in golf cart maintenance. Maintain work pace appropriate to given workload. Work courteously and tactfully with customers and employees.

Experience and Training: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. **Education:** High School graduate (or HSE-High School Equivalency Credential).

Physical Requirements: Standing for extended periods of time behind a counter, working on concrete surface when repairing golf carts.

License/Certificate: Possession of or ability to maintain an appropriate valid Missouri driver's license; to maintain a functioning telephone at place of residence.

Miscellaneous Requirements: Must pass pre-employment drug test and submit to periodic drug testing as required by applicable law.

SPECIAL REQUIREMENTS:

Schedule: Work is seasonal in nature. Golf Operations Supervisor will establish bi-weekly work schedule for employee. Employee will typically work 40-60 hours during the bi-weekly work period. Weekends and holiday work are required.

Overtime: Periodic overtime may be required; the City may provide compensatory time off in lieu of cash overtime.

LIMITATIONS AND DISCLAIMER:

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

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

Signed: _____

Date:



Revised February 2023

**JOB DESCRIPTION
CITY OF CARTHAGE**

DEPARTMENT: Golf
POSITION TITLE: Golf Attendant

SALARY GRADE: PB
FLSA STATUS: Non-Exempt

RESPONSIBILITIES OF POSITION:

Under the direction of the Golf Operations Supervisor and Assistant Golf Operations Supervisor, perform a variety of routine duties such as opening and closing daily **Pro Shop** operations, maintain order of play on the course, daily cleaning of the Pro Shop, periodically pick the golf course driving range and wash range balls. Work is performed as directed by the Golf Course Operations Supervisor and Assistant Golf Operations Supervisor.

SUPERVISION RECEIVED AND EXERCISED:

Performs duties as directed by the Golf Operations Supervisor and Assistant Golf Operations Supervisor.

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

1. Opening golf cart operation and preparing golf carts for the day.
2. Clean and maintain golf carts.
3. Assist with tournaments, leagues and events.
4. Assist on the first tee with proper order of play.
5. Assist on the course with proper pace of play.
6. Periodically pick the golf course driving range and wash range balls.
7. Help maintain grounds around Pro Shop, including minor maintenance items and trash pick-up.
8. Help clean and maintain the Pro Shop, including replacing light bulbs, cleaning rest rooms, vacuuming, emptying trash and cleaning windows.
9. Carries out any duties as are within the scope, spirit and purpose of the job as directed by the supervisor or Parks and Recreation Director.

QUALIFICATIONS REQUIRED:

Knowledge: Some mechanical ability for golf cart maintenance.

Abilities: Able to supervise part time employees, able to communicate effectively, both orally and in writing, able to understand and follow oral and written instructions. Operate, service and make minor repairs on equipment. Establish and maintain cooperative and effective working relationships with others. Perform minor maintenance using a variety of tools and machines utilized in golf cart maintenance. Maintain work pace appropriate to given workload. Work courteously and tactfully with customers and employees.

Experience and Training: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. **Education:** High School graduate (or HSE-High School Equivalency Credential).

Physical Requirements: Standing for extended periods of time behind a counter, working on concrete surface when repairing golf carts.

License/Certificate: Possession of or ability to maintain an appropriate valid Missouri driver's license; to maintain a functioning telephone at place of residence.

Miscellaneous Requirements: Must pass pre-employment drug test and submit to periodic drug testing as required by applicable law.

SPECIAL REQUIREMENTS:

Schedule: Work is seasonal in nature. Golf Operations Supervisor will establish bi-weekly work schedule for employee. Employee will typically work 40-60 hours during the bi-weekly work period. Weekends and holiday work are required.

Overtime: Periodic overtime may be required; the City may provide compensatory time off in lieu of cash overtime.

LIMITATIONS AND DISCLAIMER:

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

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

Signed: _____ Date: _____





City of Carthage, Missouri

PUBLIC SERVICES COMMITTEE

January 17, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

2. Old Business

1. Approval of December Minutes.

ACTION: Motion to item 1.1. by Ed Hardesty; second by None;
Motion with a 4:0

AYES: Ceri Otero, Ed Hardesty, Trudy Blankenship, Brandi Ensor

NOES: None

ABSTAIN: None

3. Citizen Participation

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

4. New Business

1. Consider and Discuss Public Art Policy.

Ms. Almandinger discussed that there is a newer revised Public Art Policy that was created by the City Attorney. This revised policy is only one page to avoid unnecessary language and is easier for the general public to read and understand the requirements. Almandinger mentions changing some phrasing in the policy and the council agreed. Council voted to forward the policy to the next city council meeting.

ACTION: Motion to accept/approve item 4.1. by Ed Hardesty; second by None;
Motion with a 4:0

AYES: Ceri Otero, Ed Hardesty, Trudy Blankenship, Brandi Ensor

NOES: None

ABSTAIN: None

2. Consider and Discuss Golf Merchandise.

Ms. Almandinger introduced Mr. Markham, Our current Temporary Golf Operations Supervisor, Mr. Markham went on to discuss the need for a line item with the budget of \$60,000 to help stock the City Golf Course Pro Shop with merchandise for golfers to be able to purchase items needed. Markham

discussed that we will need all new merchandise and displays and though there is a large amount that is being requested, it is only due to having nothing to start with. Later on in the next budget, it will not need to be as much requested. Mr. Markham stated that they are currently working on creating accounts with the vendors Titleist, Ping, Srixon, & Callaway to prepare for purchasing. The committee members discussed raising the budget amount to help cover freight and any unprepared cost to \$70,000. Committee motion to forward item to council in the amount of \$70,000 to be used for Golf Pro Shop Merchandise.

ACTION: Motion to accept/approve item 4.2. by Brandi Ensor;
second by None;
Motion with a 4:0

AYES: Ceri Otero, Ed Hardesty, Trudy Blankenship, Brandi Ensor

NOES: None

ABSTAIN: None

3. Consider and Discuss Golf Incentives for Employees City Wide.

Ms. Almandinger mentioned that there is currently what seems to be an unwritten policy to allow some employees to use the Golf Course for free and others to have a discount. Currently, city employees get 50 percent off but park and golf employees get free green fee. All employees have to pay for cart fees except for Golf Maintenance and Pro Shop Attendants. Ms. Almandinger stated that she wanted to offer free green fees to all employees. The committee members discussed offering free golf fees to all employees but it was determined that this could be an internal park policy and does not need committee or council approval. It was recommended to be a temporary policy that is further reviewed after a year to see if anything should be changed. No council action needed. No action taken.

5. Staff Reports

Ms. Almandinger discussed that there are some golfers that would like to meet with her and some city administration. There will be a meet and greet. The RFP for the new roundabout will be going out shortly for bids. Ms. Almandinger stated there were some changes to job descriptions by some park employees. The Golf Maintenance position will now directly report to the Director of Parks and Recreation. The job of managing the city webpage has been removed from the Event Center Supervisor to IT department. Ms. Almandinger stated that bathrooms are moving forward and Zanevan Engineering is currently working on the RFP that will be sent out shortly. Ms. Almandinger stated that Play and Park will be visiting January 23rd and they will be looking at moving the location of the Municipal Park Playground. Parks Department is moving forward with getting bids to purchase a snow plow and a salt spreader that has been budgeted as a capital item. Golf is currently working on bids for a John Deere 2700 Triplex mower. Civil War Museum had 3 bids for the video. Ms. Almandinger does not recommend accepting any bid and will bring bids forward to the next Public Service Committee to be rejected to allow for a new RFP to be processed. Ms. Almandinger discussed that she would be reviewing all the pricing the Parks Department has for shelters, rentals, tournaments as well as other things.

6. Other Business

Committee Members discussed adding additional meetings to help the transition of the new Park Director. Council agreed the next Public Service Committee will be January 31st at 5:00pm.

7. Adjournment



AGENDA

Notice is hereby given that the Carthage Water & Electric Plant Board will meet February 16, 2023, 4:00 p.m. at the CWEP Complex, 627 W. Centennial, Carthage. The tentative agenda of the regular meeting includes:

ADDITIONS TO THE AGENDA

APPROVAL OF THE BOARD MINUTES: January 2023

APPROVAL OF DISBURSEMENTS: January \$4,681,449.90

FINANCIAL STATEMENT: January

COMMITTEE REPORTS

CITIZENS PARTICIPATION PERIOD:

OLD BUSINESS: None.

NEW BUSINESS:

1. Presentation of the Customer Satisfaction Survey from Catherine Veschi at GreatBlue Research
2. Consideration of revisions to Article XXXV (Rules, Misc.) of the CWEP Employee Handbook
3. Consideration of Bids for Cooling Tower Rebuild
4. Consideration of Bids for Electric Line Services
5. Consideration of Resolution FY 2022-23-04: Power Purchase Agreement with MEC
6. Consideration of Resolution FY 2022-23-05: Economic development grant authorization

STAFF REPORTS

BOARD MEMBER COMMENTS

Persons with disabilities who need special assistance may call 417-237-7300 or 1-800-735-2466 (TDD via Relay Missouri) at least 24 hours prior to meeting.

Representatives of the news media may obtain copies of this notice by contacting:
Megan Kirby, P O Box 611 Carthage, MO 64836 417-237-7300

CWEP

BOARD MEETING MINUTES

February 16, 2023

The Carthage Water & Electric Plant Board met in regular session February 16, 2023, 4:00 p.m. at the CWEP Office, 627 W Centennial, Carthage, MO.

Board:

☐ Danny Lambeth- President
☒ Ron Ross- Vice President
☐ Darren Collier -Secretary
☒ Alan Snow -Liaison

☒ Brian Schmidt - Member
☒ Pat Goff – Member
☒ G. Stephen Beimdiek- Member

Staff:

☒ Chuck Bryant-General Manager
☒ Cassandra Ludwig-General Counsel
☒ Jason Peterson-Director of IT & Broadband
☒ Megan Kirby- Executive Assistant

☒ Jason Choate-Director of Water Services
☒ Kelli Nugent/CFO
☒ Kevin Emery-Director of Power Services
☒ Stephanie Howard-Director of Business & ED

Board Member Beimdiek called the meeting to order at 4:04 p.m.

APPROVAL OF MINUTES:

A motion by Goff and seconded by Schmidt to approve the minutes of the regular meeting of January 19, 2023, as presented, passed unanimously.

APPROVAL OF DISBURSEMENTS:

A motion by Goff and seconded by Schmidt to approve disbursements for January in the amount of \$4,681,449.90, passed unanimously.

FINANCIAL STATEMENT:

CFO Nugent presented the financials for January; she noted operating revenues exceeded or were in line with budgets for all departments. She reported monthly operating expenses for all departments combined exceeded budget due to electric power costs, she noted year to date combined operating expenses are slightly over budget mainly due to power costs in the first part of the fiscal year.

A motion by Goff and seconded by Schmidt to approve January financials passed unanimously.

ADDITIONS/CHANGES TO THE AGENDA: None.

COMMITTEE REPORTS: None.

CITIZENS PARTICIPATION PERIOD: None.

OLD BUSINESS: None.

NEW BUSINESS:

PRESENTATION OF THE CUSTOMER SATISFACTION SURVEY FROM CATHERINE VESCHI AT GREATBLUE RESEARCH

Catherine Veschi, Project Manager with GreatBlue Research, Inc. presented the Customer Satisfaction survey results to the Board. She gave a project overview, noted key study findings, and provided some considerations for CWEP moving forward. General Counsel and Customer Relations Manager Ludwig expressed appreciation to Catherine Veschi and staff at GreatBlue Research for all their efforts on this project.

CONSIDERATION OF REVISIONS TO ARTICLE XXXV (RULES, MISC.) OF THE CWEP EMPLOYEE HANDBOOK

GM Bryant reviewed the revisions made to Article XXXV (Rules, Misc.) of the CWEP Employee Handbook. A motion by Ross and seconded by Schmidt to accept the revisions as presented, passed unanimously.

CONSIDERATION OF BIDS FOR COOLING TOWER REBUILD

General Manager Bryant announced formal bids were requested for materials to rebuild two cooling towers located near the power plant. He noted a pre-bid tour was held for potential respondents to view the existing towers prior to submitting a bid.

Bids were received from Midwest Cooling Towers, Inc. in the amount of \$30,828.00, and from Sys-Kool, LLC in the amount of \$34,680.00. GM Bryant recommends awarding the purchase of the cooling tower materials to Midwest Cooling Towers, Inc. in the amount of \$30,828.00.

A motion by Schmidt and seconded by Goff to award the purchase of the cooling tower materials to Midwest Cooling Towers, Inc. in the amount of \$30,828.00, passed unanimously.

CONSIDERATION OF BIDS FOR ELECTRIC LINE SERVICES

General Manager Bryant informed the Board that CWEP received four proposals from established contracting firms for electric line services, consisting of qualified contractors assisting with CWEP's electric system maintenance and construction projects. Those submitting proposals were BBC Electrical Services, Hawk Line Construction, MPUA Resource Services Corporation and Sellenriek Energy.

After a thorough assessment, CWEP's electrical distribution department and director determined that MPUA Resource Services Corporation not only provided the lowest proposal but demonstrated strong qualifications and should be awarded as the primary contractor. Hawk Line Construction and BBC Electrical Services are also recommended as other approved contracting firms to supplement the primary contractor and provide additional services deemed essential on relevant projects.

GM Bryant recommends awarding MPUA Resource Services Corporation as the primary contractor and Hawk Line Construction and BBC Electrical Services as additional approved contractors for line service projects.

A motion was made by Ross and seconded by Goff to award MPUA Resource Services Corporation as the primary contractor and Hawk Line Construction and BBC Electrical Services as additional approved contractors for line projects, passed unanimously.

CONSIDERATION OF RESOLUTION FY 2022-23-04: POWER PURCHASE AGREEMENT WITH MEC

General Manager Bryant presented the resolution recommending and requesting that the City Council of the City of Carthage, Missouri, enter into a power purchase agreement with Missouri Joint Municipal Electric Utility Commission and Dogwood Energy.

A motion by Goff and seconded by Schmidt to approve Resolution FY 2022-23-04: Power Purchase Agreement with MEC, passed unanimously.

CONSIDERATION OF RESOLUTION FY 2022-23-05: ECONOMIC DEVELOPMENT GRANT AUTHORIZATION

General Manager Bryant presented the resolution requesting the expenditure of \$1,500,000 in partnership with the City of Carthage and Carthage Economic Development Corporation for the purpose of industrial site development.

A motion by Schmidt and seconded by Ross to approve Resolution FY 2022-23-05: Economic Development Grant Authorization, passed unanimously.

STAFF REPORTS:

General Manager Bryant noted CWEP once again received the Diamond Level RP3 award, which is the highest level available. He commended CFO Nugent for all her hard work lining out the new payroll system for employees. He also congratulated CFO Nugent for her new role in the APPA Business and Finance Committee as Vice Chair.

CFO Nugent reported the Business department began rolling out the new time entry software starting with Customer Relations, Business Department and Administration. She also noted purchasing staff will be implementing a new electronic bidding system.

General Counsel & Director of Customer Relations Ludwig reported the lobby will be closed starting Monday February 27th for renovations making that area safer for staff.

Director of Power Services Emery noted natural gas prices have gone back down.

Director of Water Services Choate reported a large main break was identified in the Phelps 9th addition.

Director of Business and Economic Development Howard gave an update on the pre-apprenticeship training program in industrial maintenance.

Director of IT and Broadband Services Peterson noted fiber deployment is ongoing.

BOARD MEMBER COMMENTS:

At 6:06 p.m. the meeting adjourned.

President – Danny Lambeth

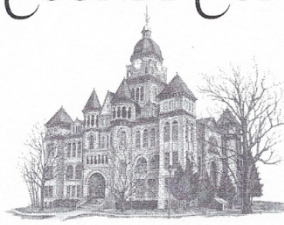
Secretary – Darren Collier

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Daricus 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
FEBRUARY 21, 2023
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 FEBRUARY 17, 2023 AT 4:00 P.M.

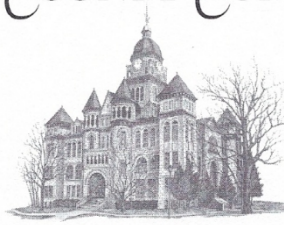
(RSMO 610.020)

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Daricus K. Adams
Western District Commissioner

JASPER COUNTY COMMISSION



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Carthage, MO 64836

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

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

COMMISSION AGENDA
FEBRUARY 28, 2023
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
 - **Recorder of Deeds-Surplus 2 Dell Computers.**
7. COMMISSIONER'S REPORTS
8. UNFINISHED BUSINESS
9. NEW BUSINESS
 - **Act on Bid for Culvert Material for the Jasper County Highway Department.**
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 FEBRUARY 24, 2023 AT 4:00 P.M.

(RSMO 610.020)



AGENDA

Planning, Zoning, and Historic Preservation Commission

Monday, March 6, 2023 5:30 pm

City Hall Chambers

326 Grant St. / Carthage MO 64836

Call to Order

Minutes of Previous Meeting Thursday, December 8, 2022

Public Hearing

1. Request for a Certificate of Appropriateness for the demolition of structure located at 815 Grant St.
2. Request for a Special Use Permit for the construction of a shower house located at 125 E Fairview

Staff Report

New Business

1. Election of Officers

Old Business

Next Meeting: Monday, April 3, 2023

Adjourn

Commission Members

Voting Members:	Chairman	Vacant	Vacant	Vacant
	Vice Chairman	Jim Swatsenbarg	601 Howard	417-358-1690
	Secretary	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	Bill Barksdale	1314 S Garrison	417-388-2464
	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	Mark Elliff	1511 Grand Ave	417-359-3662

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

INTER

OFFICE

MEMO

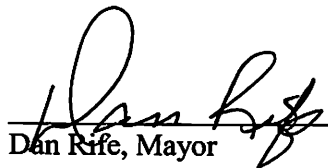
To: City Council
From: Dan Rife, Mayor
Subject: Emergency Purchase
Date: February 23, 2023

Pursuant to Part J of the City of Carthage's Purchasing Policy Manual, I have waived the customary purchasing procedures and authorized an emergency purchase. The purchase is to repair one of the ladder trucks for the Fire Department. The truck did not pass its annual Ladder Truck Certification Test due to it having a cable twisting in the ladder fly system.

Chief Huntley received an estimate for the repair from Ol' Truck Repair, LLC in Joplin, Missouri. They estimate that the total cost will be \$9,000-\$10,000. They did request approximately \$6,000-\$7,000 up front to get the parts, due to them being special made and taking 4-6 weeks to complete. Ol' Truck Repair is the only place that can get to the repair in a timely manner.

The situation is of such that delay in making the purchase presents a threat to the health or welfare of the citizens of Carthage or City employees.

As provided by section J, I hereby advise the Council of the situation necessitating the emergency purchase and the procedures used to secure this purchase.



Dan Rife, Mayor

Copies:
Miranda Deal, City Clerk
Ryan Huntley, Fire Chief
City Council

INTER

OFFICE

MEMO

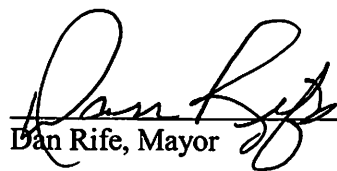
To: City Council
From: Dan Rife, Mayor
Subject: Emergency Purchase
Date: February 23, 2023

Pursuant to Part J of the City of Carthage's Purchasing Policy Manual, I have waived the customary purchasing procedures and authorized an emergency purchase. The purchase is for a new plotter scanner for the Public Works Department that is used for mapping.

Mr. Carney has received a quote from Lakeland Office Systems to purchase a new imagePROGRAF Canon TM-305 MFP Z36 in the amount of \$8,772.00. Lakeland Office Systems has this scanner in stock and can sell it to the City under the TEXAS DIR contract.

The situation is of such that delay in making the purchase presents a threat to the health or welfare of the citizens of Carthage or City employees.

As provided by section J, I hereby advise the Council of the situation necessitating the emergency purchase and the procedures used to secure this purchase.



Dan Rife, Mayor

Copies:
Miranda Deal, City Clerk
Zeb Carney, Public Works Director
City Council

COUNCIL BILL NO. 23-08

ORDINANCE NO. _____

An Ordinance to amend Section 10-26(a) of the Carthage Code to amend the requirement for firefighters by lowering the age to 18 in the City of Carthage Missouri.

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

SECTION I: Section 10-26 of the Carthage Code is hereby amended to read as follows following:

- (a) No member of the city fire department shall serve as a firefighter (full-time or part-time) until he or she has reached their eighteenth (18th) birthday and is a citizen of the United States. No person shall continue to serve as a firefighter after his sixty-fifth (65th) birthday. No person shall serve as a firefighter within the city fire department unless he/she possess and maintains a telephone (landline or cell). Any employee assigned a city owned emergency response type vehicle shall reside within the limits previously delineated, or within the designated boundaries of the Carthage Fire Protection District. However, all fire employees have an obligation to respond to the fire department within a reasonable time at the discretion of the fire chief if a situation requires such response.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Dan, Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Safety Committee

COUNCIL BILL NO. 23-09

ORDINANCE NO. _____

An Ordinance to amend sections of Chapter 25 of the Carthage Code for zoning of newly formed Marijuana-related facilities.

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

SECTION I: Chapter 25 of the Carthage Code is hereby amended by adding definitions and zoning for the newly formed recreational marijuana facilities and by adding the appropriate definitions. The Amendment is attached as exhibit A and attached hereto and incorporated herein as if set out in full.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Works Committee

Chapter 25 ZONING¹

ARTICLE I. IN GENERAL

Sec. 25-1. Definitions.

For the purpose of this chapter, the following words and terms as used herein are defined to mean the following:

Words used in the present tense include the future; words in the singular number include the plural; and words in the plural number include the singular; the word "building" includes the word "structure." The word "shall" or the word "must" is mandatory and not directory; the word "lot" includes the word "plot." The term "used for" includes the meaning "designed for" or "intended for."

Accessory building or use means a subordinate building, or a portion of the main building having a use customarily incident to and located on the lot occupied by the main building; or a use customarily incident to the main use of the property.

Alley means a public way which affords only a secondary means of access to abutting property.

Apartment means a room or a suite of rooms within an apartment house arranged, intended, or designed for a place of residence of a single family or group of individuals living together as a single housekeeping unit.

Apartment hotel means an apartment house which furnishes for the use of its tenants services ordinarily furnished by hotels, but the privileges of which are not primarily available to the public.

Apartment house means a building arranged, intended, or designed for more than two (2) families.

Basement means a story below the first story as hereafter defined.

Billboard means a sign supported by uprights or braces in or upon the ground surface.

Block means a piece or parcel of land entirely surrounded by public highways or streets, other than alleys. In cases where the platting is incomplete or disconnected, the building inspector shall determine the outline of the block.

Board means the board of adjustment.

Cross reference(s)—Board of adjustment, § 17-36 et seq.

Boardinghouse or lodginghouse means a building other than a hotel, occupied as a single housekeeping unit, where lodging or meals are provided for five (5) or more persons for compensation, pursuant to previous arrangements, but not for the public or transients.

"Church" means a permanent building primarily and regularly used as a place of religious worship.

¹Cross reference(s)—Buildings and building regulations, Ch. 6, planning and development, Ch. 7; sight distance triangles on corner lots, § 17-1; subdivisions, Ch. 22.

State law reference(s)—Zoning, RSMo 89.010 et seq.

Commission means the planning, zoning and historic preservation commission.

Cross reference(s)—Planning, zoning and historic preservation commission, § 17-16 et seq.

Community center means a place, structure, area, or other facility for social, educational and recreational activities of a neighborhood, community, or subdivision, provided any such use is not operated for commercial gain.

"Comprehensive facility" means a comprehensive marijuana cultivation facility, comprehensive marijuana dispensary facility, or a comprehensive marijuana-infused products manufacturing facility.

"Comprehensive marijuana cultivation facility" means a facility licensed by the department to acquire, cultivate, process, package, store on site or off site, transport to or from, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones) to a medical facility, comprehensive facility, or marijuana testing facility. A comprehensive marijuana cultivation facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana. A comprehensive marijuana cultivation facility's authority to process marijuana shall include the creation of prerolls, but shall not include the manufacture of marijuana-infused products.

"Comprehensive marijuana dispensary facility" means a facility licensed by the department to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for in this section to a qualifying patient or primary caregiver, as those terms are defined in section 1 of this Article, or to a consumer, anywhere on the licensed property or to any address as directed by the patient, primary caregiver, or consumer and consistent with the limitations of this Article and as otherwise allowed by law, to a comprehensive facility, a marijuana testing facility, or a medical facility. Comprehensive dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet, including from a third party. A comprehensive marijuana dispensary facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana, but shall collect all appropriate tangible personal property sales tax for each sale, as set forth in this Article and provided for by general or local law. A comprehensive marijuana dispensary facility's authority to process marijuana shall include the creation of prerolls.

"Comprehensive marijuana-infused products manufacturing facility" means a facility licensed by the department to acquire, process, package, store, manufacture, transport to or from a medical facility, comprehensive facility, or marijuana testing facility, and sell marijuana-infused products, prerolls, and infused prerolls to a marijuana dispensary facility, a marijuana testing facility, or another marijuana-infused products manufacturing facility. A comprehensive marijuana-infused products manufacturing facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana.

- a. Type 1 extraction facility: A facility which uses combustible gases, CO2 or other hazardous substances in the marijuana extraction process
- b. Type 2 post-extraction facility: A facility which uses marijuana extractions to incorporate into edibles, ointments, etc., and does not use combustible gases, CO2 or other hazardous substances. This would be permitted in General Business, Light Industrial, or Industrial districts as either a retail sales use or manufacturing use depending upon its scope and volume of production, facility capacity and the primary customer (retail or wholesale).

Condominium means a building, group of buildings or property in which units are owned individually and the common elements are owned by all the owners or a proportional, undivided basis.

Curb level means the main level of the curb in front of the lot, or in case of a corner lot, along the abutting street where the main curb level is the highest.

Day care center means a private home or other facility where care is given to more than ten (10) children by persons not residing in the home.

Day care home means a private home where care is given to ten (10) children or less, unrelated to the day care provider, in a family like group, by the person residing in the home, as a home occupation.

Day care school means a private home or other facility where care and schooling is given to any number of children by persons not residing in the home or facility.

Dwelling means a building or portion thereof, designed exclusively for residential occupancy, including one-family, two-family and multiple dwellings, boarding and lodging houses, apartment houses and apartment hotels, but not hotels.

Dwelling, one-family means a detached building arranged, intended, or designed for occupancy by one (1) family.

Dwelling, multiple means a building or portion thereof, arranged, intended, or designed for occupancy by three (3) or more families including apartment houses, row houses, tenements and apartment hotels.

Dwelling, two-family means a building arranged, intended, or designed for occupancy by two (2) families.

Family means one (1) of the following:

- (1) An individual, married couple or domestic partnership and the children thereof and no more than two (2) other persons related directly to the individual, married couple or domestic partners by blood or marriage; or
- (2) A group of up to four (4) unrelated individuals living together by joint agreement and occupying a single housekeeping unit with single kitchen facilities on a nonprofit, cost-sharing basis; or
- (3) Any home in which eight (8) or fewer unrelated mentally or physically handicapped persons reside, and may include two (2) additional persons acting as houseparents or guardians who need not be related to each other or any mentally or physically handicapped persons residing in the home; or
- (4) Any private residence licensed by the division of family services or department of mental health to provide foster care to one or more, but less than seven (7), children who are unrelated to either foster parent by blood, marriage or adoption.

Filling station, automotive means a use primarily engaged in the retail sale of gasoline or other motor fuels primarily to automobiles and passenger vehicles, along with accessory activities such as the sale of lubricants, accessories, or supplies, the lubrication of motor vehicles, and the minor adjustment or repair of passenger motor vehicles. The use of the business for any storage or parking of a vehicle or any other activity that is commonly associated with truck stops is prohibited and reserved for service station, truck stops only.

Uses involved primarily in the sale of diesel fuel, gasoline or other fuels to tractor trucks and uses that feature parking, storage or servicing of tractor trucks or semi-trailers shall be classified as "service station, truck stop."

"Flowering plant" means a marijuana plant from the time it exhibits the first signs of sexual maturity through harvest.

Garage, community means a building or portion thereof, other than a public, private, or storage garage providing for motor vehicles with facilities for washing, but no other services, such garage to be in lieu of private garages within a block or portion of block.

Garage, private means an accessory building for storage only of motor vehicles.

Garage, public means a building or portion thereof, designed or used for storage, sale, hiring, care or repair of motor vehicles, which is operated for commercial purposes.

Garage, storage means a building or portion thereof, except those defined as a private, a public or a community garage providing storage for motor vehicles, with facilities for washing but no other services.

Garden apartment building means an apartment building located on a lot either singly or together with other similar apartment buildings, having at least two (2) sides or ends of each dwelling unit exposed to outside light and air.

Ground sign means a sign supported by uprights or braces in or upon the ground surface.

Height of buildings means the vertical distance measured from the highest of the following three (3) levels:

- (1) From the street curb level;
- (2) From the established or main street grade in case the curb has not been constructed;
- (3) From the average finished ground level adjoining the building if it sets back from the street line; to the level of the highest point of the roof beams of flat roofs or roofs inclining not more than one (1) inch to the foot, and to the main height level of the top of the main plate and highest ridge for other roofs.

Height of yard or court means the vertical distance from the lowest level of such yard or court to the highest point of any boundary wall.

Hotel means a building occupied or used as a more or less temporary abiding place of individuals or groups of individuals who are lodged, with or without meals, and in which there are more than twelve (12) sleeping rooms, and no provision for cooking in individual rooms.

"Infused preroll" means a consumable or smokable marijuana product, generally consisting of: (1) a wrap or paper, (2) dried flower, buds, and/or plant material, and (3) a concentrate, oil or other type of marijuana extract, either within or on the surface of the product. Infused prerolls may or may not include a filter or crutch at the base of the product.

Job site construction trailer means a transportable factory built structure which is no more than ten (10) feet in width and no more than forty (40) feet in length, and which has it's own running gear, is designed to be used without a permanent foundation, and temporarily located on a construction site for the exclusive purpose of providing necessary space for one (1) or more licensed contractors engaged in construction activities of said site.

Kennel means any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats, or any operation in which more than five (5) dogs or more than five (5) cats over the age of four (4) months are harbored at any residential unit.

Lot means a parcel of land occupied or to be occupied by one (1) building, or unit group of buildings, and the accessory buildings or uses customarily incident thereto, including such open spaces as are required under this chapter, and having its principal frontage upon a public street or place.

Lot, corner means a lot abutting upon two (2) or more streets at their intersection. A corner lot shall be deemed to front on that street on which it has its least dimension, unless otherwise specified by the building inspector.

Lot depth means the main horizontal distance from the front street line to the rear line.

Lot, interior means a lot whose side lines do not abut upon any street.

Lot lines means the lines bounding a lot as defined herein.

Lot, through means an interior lot having frontages on two (2) streets.

Lot width means the main horizontal distance between side lines measured at right angles to the depth.

Manufactured home means a factory built structure or structures which, in the traveling mode, is eight (8) body feet or more in width or forty (40) body feet or more in length, or, when erected on site, contains three hundred twenty (320) or more square feet, equipped with the necessary service connections and made so as to be readily movable as a unit or units on its or their own running gear and designed to be used as a dwelling unit or units with or without a permanent foundation. The phrase "without a permanent foundation" indicates that the support system is constructed with the intent that the manufactured home placed thereon may be moved from time to time at the convenience of the owner.

"Marijuana" or "marihuana" means *Cannabis indica, Cannabis sativa, and Cannabis ruderalis, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the marijuana plant and marijuana-infused products. "Marijuana" or "marihuana" do not include industrial hemp, as defined by Missouri statute, or commodities or products manufactured from industrial hemp.*

"Marijuana accessories" means *any equipment, product, material, or combination of equipment, products, or materials, which is specifically designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, ingesting, inhaling, or otherwise introducing marijuana into the human body.*

"Marijuana facility" means *a comprehensive marijuana cultivation facility, comprehensive marijuana dispensary facility, marijuana testing facility, comprehensive marijuana-infused products manufacturing facility, microbusiness wholesale facility, microbusiness dispensary facility, or any other type of marijuana-related facility or business licensed or certified by the department pursuant to this section, but shall not include a medical facility licensed under section I of this Article.*

"Marijuana-infused products" means *products that are infused, dipped, coated, sprayed, or mixed with marijuana or an extract thereof, including, but not limited to, products that are able to be vaporized or smoked, edible products, ingestible products, topical products, suppositories, and infused prerolls.*

"Marijuana microbusiness facility" means *a facility licensed by the department as a microbusiness dispensary facility or microbusiness wholesale facility, as defined in this section.*

"Marijuana testing facility" means *a facility certified by the department to acquire, test, certify, and transport marijuana, including those originally certified as a medical marijuana testing facility.*

Medical Marijuana: *Marijuana allowed for the limited legal production, distribution, 209 sale and purchase for medical use as governed by Article XIV of the Missouri State 210 Constitution.*

Medical marijuana cultivation facility: means a facility licensed by the State of Missouri to acquire, cultivate, process, package, store onsite or off site, transport to and from, and sell marijuana, marijuana seeds and marijuana vegetative cuttings (clones), to a medical marijuana dispensary facility, ~~medical~~ marijuana testing facility, medical marijuana cultivation facility, or a medical marijuana infused products manufacturing facility. A medical marijuana cultivation facility's authority to process marijuana shall include the production and sale of prerolls, but shall not include the manufacture of marijuana-infused products

Medical marijuana dispensary facility: means a facility licensed by the State of Missouri to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana to a qualifying patient, a primary caregiver, as set forth and defined in Article XIV of the Missouri State Constitution, anywhere on the licensed 230 property or to any address as directed by the patient or primary caregiver, so long as 231 the address is a location allowing for the legal possession of marijuana, another medical licensed dispensary facility, a licensed testing facility, a medical marijuana cultivation facility, or a medical marijuana infused products manufacturing facility. Dispensary facilities may receive transaction orders at the dispensary in person, by phone, or via the internet, including from a third party. A medical marijuana dispensary

facility's authority to process marijuana shall include the production and sale of prerolls. but shall not include the manufacture of marijuana-infused products

Medical marijuana facility: Any medical marijuana cultivation facility, medical 243 marijuana dispensary facility, or medical marijuana-infused products manufacturing 244 facility, as governed by Article XIV, Section 1, of the Missouri State Constitution

Medical marijuana infused products manufacturing facility means a facility licensed by the State of Missouri to acquire, process, package, store, manufacture, transport, and sell marijuana-infused products to a medical marijuana dispensary facility, a medical marijuana testing facility, a medical marijuana cultivation facility, or to another medical marijuana infused products manufacturing facility.

- a. *Type 1 extraction facility: A facility which uses combustible gases, CO2 or other hazardous substances in the marijuana extraction process*
- b. *Type 2 post-extraction facility: A facility which uses marijuana extractions to incorporate into edibles, ointments, etc., and does not use combustible gases, CO2 or other hazardous substances. This would be permitted in General Business, Light Industrial, or Industrial districts as either a retail sales use or manufacturing use depending upon its scope and volume of production, facility capacity and the primary customer (retail or wholesale).*

"Microbusiness dispensary facility" means a facility licensed by the department to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for in this section to a consumer, qualifying patient, as that term is defined in section 1 of this Article, or primary caregiver, as that term is defined in section I of this Article, anywhere on the licensed property or to any address as directed by the consumer, qualifying patient, or primary caregiver and, consistent with the limitations of this Article and as otherwise allowed by law, a microbusiness wholesale facility, or a marijuana testing facility. Microbusiness dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet, including from a third party. A microbusiness dispensary facility's authority to process marijuana shall include the creation of prerolls.

"Microbusiness wholesale facility" means a facility licensed by the department to acquire, cultivate, process, package, store on site or off site, manufacture, transport to or from, deliver, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), and marijuana-infused products to a microbusiness dispensary facility, other microbusiness wholesale facility, or marijuana testing facility. A microbusiness wholesale facility may cultivate up to 250 flowering marijuana plants at any given time. A microbusiness wholesale facility's authority to process marijuana shall include the creation of prerolls and infused prerolls.

~~Medical marijuana testing facility~~ means a facility certified by the State of Missouri to acquire, test, certify, and transport marijuana.

Mobile home means a transportable, factory built home, designed to be used as a yearround residential dwelling and built prior to the enactment of the Federal Manufactured Housing Construction and Safety Standards Act of 1974, which became effective June 16, 1976.

Modular unit means a transportable building unit designed to be used by itself or to be incorporated with similar units at a point-of-use into a modular structure to be used for residential, commercial, educational, or industrial purposes. This definition shall not apply to structures under six hundred fifty (650) square feet used temporarily and exclusively for construction site purposes.

Motel or motor hotel means a tract of land upon which two (2) or more tourist sleeping units and the required parking areas are located.

Nonconforming use, building or yard means a use, building or yard existing legally at the time of the passage of this chapter which does not, by reason of design, uses, or dimensions, conform to the regulations of the district in which it is situated.

Place means an open, occupied space other than a street or alley permanently established or dedicated as the principal means of access to property abutting thereon.

"Preroll" means a consumable or smokable marijuana product, generally consisting of: (1) a wrap or paper and (2) dried flower, buds, and/or plant material. Prerolls may or may not include a filter or crutch at the base of the product.

Qualifying patient means a Missouri resident diagnosed with at least one qualifying medical condition.

Rear line means the boundary line which is opposite and most distant from the front street line; except that in the case of uncertainty the building inspector shall determine the rear line.

Restaurant means a building wherein food is prepared and served in ready to eat form to the public for human consumption. The term restaurant shall include cafe, cafeteria, grill, pizza or chili parlor, diner, snack shop, hamburger shop and steak house.

Retirement home means a facility designed to meet the needs of, and exclusively for, the residence of senior citizens and which may include convalescent care facilities.

School means any building which is regularly used as a public, private or parochial elementary and/or secondary school or high school.

Service station, truck stop means a use primarily engaged in the sale of diesel fuel, gasoline or other fuels to tractor trucks, along with accessory activities such as the sale of lubricants, accessories or supplies, or the servicing of tractor trucks or semi-trailers. A truck stop service station may include, as an accessory use, the parking and storage of tractor trucks and semi-trailers.

Shelter means a building or other structure where lodging, or lodging and meals, are provided, at no cost or at a charge that is less than the full cost of providing same, whether or not additional services are provided at that location. Such additional services may include, but are not limited to, counseling and drug or alcohol rehabilitation.

Side line means any lot boundary line not a front or rear line thereof. A side line may be a party lot line, a line bordering on an alley or place or a side street line.

Sign means any words, numerals, figures, devices, designs, or trademarks by which information is made known such as are used to identify or call attention to a building, structure or object, or designate or mention an individual, profession, firm, business or commodity.

Stable, private means an accessory building for the keeping of horses or mules owned by occupants of the premises, and not kept for remuneration, hire or sale.

Stable, public means a stable other than a private or riding stable as defined herein.

Stable, riding means a structure in which horses or mules used exclusively for pleasure riding or driving are housed, boarded, or kept for hire; including riding track.

Story means that part of a building included between the surface of one (1) floor and the surface of the floor next above, or if there be no floor above, that part of the building which is above the surface of the highest floor thereof. A top story attic is a half story when the main line of the eaves is not above the middle of the interior height of such story. The first story is the highest story having its interior floor surface not more than four (4) feet above the curb level, established or main street grade, or average ground level, as mentioned in "height of buildings," of this section.

Street means a public thoroughfare which affords principal means of access to property abutting thereon.

Street line means the dividing line between the street and the abutting property.

Structural alterations means any change in the supporting members of a building, such as bearing walls, columns, beams or girders.

Structure means anything constructed or erected, which requires location on the ground, or attached to something having a location on the ground; including, but not limited to, advertising signs, billboards, and poster panels, but exclusive of customary fences or boundary or retaining walls.

Townhouse means a dwelling unit located in a group of three (3) or more attached to townhouse dwelling units with no other dwelling unit located above or below another and with each dwelling unit having at least one (1) interior common wall and a private exterior entrance.

Trailer courts or mobile home parks means a tract of land improved with adequate utilities and roadways, properly subdivided into lots, and intended or used for the parking of one (1) or more house trailers or mobile homes.

Yard means an open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided. In measuring a yard for the purpose of determining the width of a side yard or the depth of a rear yard, the least horizontal distance between the lot line and the main building shall be used. Where lots abut a street that is designated a thoroughfare or major street on the major street plan of the comprehensive plan, all yards abutting said major street shall be measured from a line one-half the proposed right-of-way width from the centerline, or from the lot line, whichever provides the greater setback. On other lots, all yards abutting a street shall be measured from a line twenty-five (25) feet from the center line, or from the lot line, whichever provides the greater setback.

Yard, front means a yard across the full width of the lot extending from the front line of the main building to the front street line of the lot.

Yard, rear means a yard between the rear lot lines and the rear line of the main building and the side lot lines.

Yard, side means a yard between the main building and the adjacent side line of the lot, and extending entirely from the front yard to the rear yard thereof.

(Code 1978, § 400.010; Ord. No. 6739, § 1, 7-25-95; Ord. No. 6772, § 1, 9-26-95; Ord. No. 97-5, § I, 2-11-97; Ord. No. 99-71, § I, 9-16-99; Ord. No. 10-29, § I, 7-27-10; Ord. No. 14-54, § I, 11-12-2014; Ord. No. 19-33, § I, 7-23-2019)

DIVISION 8. DISTRICT E, GENERAL BUSINESS DISTRICT²

Sec. 25-601. Scope.

Except as specifically stated otherwise, this division applies to district E.

(Ord. No. 99-71, § VI, 9-16-99)

²Note(s)—See the editor's note following Div. 2 above.

Sec. 25-602. Permitted uses.

In district E no building structure, land or premises shall be used, and no building or structure shall be hereinafter erected, constructed, reconstructed or altered except for one (1) or more of the following uses:

- (1) Any use permitted in district A, B, C, or D.
- (2) Any retail business or use not included in districts F and G, provided that such use is not noxious or offensive by reason of vibrations, noise, odor, dust, smoke or gas.
- (3) Armories.
- (4) Beer gardens, bowling alleys, dance halls, shooting galleries; restaurants, cafes and cafeterias that provide for dancing or entertainment; taverns, nightclubs and similar commercial recreation buildings or activities providing however, that the same shall not be less than two hundred (200) feet from any existing clinic, hospital, school or church; and shall not be less than two hundred (200) feet from a district A to C inclusive, unless approved by the board under such restrictions as seem appropriate after consideration of noise and other detrimental factors incident to such use.
- (5) Billiard halls.
- (6) Bus stations.
- (7) Farm machinery, sales rooms and service department.
- (8) Hospitals for small animals such as dogs and cats.
- (9) Garages, repair (public).
- (10) Gymnasiums (commercial).
- (11) Marijuana and Medical Marijuana Dispensary Facility.
- (12) Newspaper publishing plants.
- (13) Radio and television broadcasting stations except towers.
- (14) Recreational vehicle parks or camping areas.
- (15) Restaurants, cafes, cafeterias, that provide for the sale or consumption of intoxicating beverages.
- (16) Storage or warehouse for materials such as clothing, drugs, dry goods, building materials, hardware, paint and paint supplies, plumbing supplies and fixtures, furniture, groceries, glass, household goods, liquor or wines, when incidental to retail sales on the premises.
- (17) Swimming pools (commercial).
- (18) Wholesale sales offices and sample rooms.
- (19) Accessory uses customarily incident to any of the above uses.
- (20) Tattoo establishment: Any building, structure or facility which contains or is used for the purpose of placing a permanent mark or design on the human skin by process of pricking and staining with an indelible pigment.

(Ord. No. 99-71, § VI, 9-16-99; Ord. No. 07-53, §§ I, II, 11-27-07; Ord. No. 18-12, § III, 3-27-2018; Ord. No. 19-33, § II, 7-23-2019)

Sec. 25-604. Standard for Marijuana and medical marijuana facilities.

No building shall be constructed, altered or used for a medical marijuana dispensary without complying with the following regulations this subchapter.

- (1) All marijuana and medical marijuana facilities under this chapter must be in compliance with all state regulations as set for by the department of health and senior services, failure to so, is a violation of City Code.
- (2) No marijuana or medical marijuana dispensary shall be located within one thousand (1,000) feet of any ~~then-existing~~ elementary or secondary school, daycare, or church.
 - a. In the case of a freestanding facility, the distance between the facility and the school, daycare, or church shall be measured from the external wall of the facility structure closest in proximity to the school, daycare, or church to the closest point of the property line of the school, daycare, or church.
 - b. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, daycare, or church shall be measured from the property line of the school, daycare, or church to the facility's entrance or exit closest in proximity to the school, daycare, or church.

If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, daycare, or church shall be measured from the property line of the school, daycare, or church to the facility's entrance or exit closest in proximity to the school, childcare, or church.
 - c. Measurements shall be made along the shortest path between the demarcation points that can be traveled by foot.
 - d. For purposes of this subsection, a "daycare" means a child-care facility, as defined by Section 210.201 RSMo., or its successor provisions, that is licensed by the State of Missouri.
 - e. For purposes of this subsection, a "church" means a permanent building primarily and regularly used as a place or religious worship.
 - f. For purposes of this subsection, an "elementary or secondary school" means any public school, as defined in Section 160.011 RSMo., or any private school giving instruction in a grade or grades not higher than the 12th grade, but does not include any private school in which education is primarily conducted in private homes.
- 3) A business license shall be obtained annually, and the owner shall verify that the conditions of the conditional use permit are still being met.
- 4) The marijuana or medical marijuana license issued by the State of Missouri shall be displayed in an open and conspicuous place on the premises.
- 5) No marijuana or medical marijuana facilities shall be located in a building that contains a residence.
- 6) The proposed conditional use shall not be operated so as to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed use will dominate the immediate neighborhood, consideration shall be given to:
 - a. The functional classification of the street on which the site is located; and

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- b. The surrounding residential districts and uses; and
 - c. The location, nature and height of buildings, structures, walls and fences on site; and
 - d. The amount of parking needed for the proposed use and the amount of parking provided on site; and
 - e. The nature and extent of landscaping and screening on the site; and
 - f. The number of trips anticipated each day to the site.
- 7) No marijuana may be smoked, ingested, or otherwise consumer on the premises of a marijuana or medical marijuana establishment facility.
 - 8) All operations and all storage of materials, products, or equipment shall be within a fully enclosed building. No outdoor operations or storage shall be permitted.
 - 9) If multiple licenses are issued for one location, then restrictions for the highest intensity use shall apply.
 - 10) No marijuana related uses shall be operated or maintained within five hundred (500) feet of another marijuana related use except when marijuana sales represents less than five percent (5%) of the dollar volume of business in a state or federally licensed pharmacy.
 - 11) No marijuana related uses shall be operated or maintained within two hundred fifty (250) feet of any establishment licensed under the City Code to sell liquor by the drink.
 - ~~12) No marijuana may be smoked, ingested, or otherwise consumed on the premises of a medical marijuana dispensary building.~~
 - 13) Medical marijuana dispensaries shall not be open to the public or make any sales between the hours of 10:00 p.m. and 7:00 a.m.
 - 14) Any medical marijuana dispensary shall require any customer to display the customers permit card from the department of health and senior services or other proof of eligibility at the time of each purchase.
 - 15) No person under the age of eighteen years old shall be allowed into a medical marijuana dispensary; except that a qualifying patient who is under the age of eighteen (18) years but who has been emancipated by a court order and a qualifying patient, under the age of eighteen (18) years when accompanied by the qualifying patient's parent or guardian.
 - 16) No person shall dispose of marijuana or marijuana-infused products in an unsecured waste receptacle not in possession and control of the licensee and designed to prohibit unauthorized access.
 - 17) No marijuana related use or facility shall emit an odor or in any way cause a public nuisance per chapter 15 of the City Code. Appropriate ventilation systems to prevent any odor of marijuana or fumes from leaving the premises or other changes to the facilities can be required if a public nuisance violation occurs.
 - 18) The medical marijuana dispensary license issued by the state of Missouri shall be prominently displayed in a highly visible location, easily seen by patients on the dispensary's sales floor.
 - 19) (12) No marijuana dispensary shall become non-compliant with the Regulations set forth by the Missouri department of Health and Senior Services.

(Ord. No. 19-33, § III, 7-23-2019)

Secs. 25-605—25-650. Reserved.

DIVISION 10. DISTRICT F, LIGHT INDUSTRIAL DISTRICT³

Sec. 25-701. Scope.

Except as specifically stated otherwise, this division applies to district F.

(Ord. No. 99-71, § VI, 9-16-99)

Sec. 25-702. Permitted use.

In district F no building structure, land or premises shall be used, and no building or structure shall hereafter be erected, constructed, reconstructed, or altered, except for one (1) or more of the following uses:

- (1) Any use permitted in district A, B, C, D, or E.
- (2) Bakeries.
- (3) Blacksmith shops, welding shops, and metal working shops.
- (4) Bottling works.
- (5) Bus barns.
- (6) Canning or preserving factories.
- (7) Carpenter, cabinet, or pattern shops.
- (8) Chemical analytical laboratories.
- (9) Cleaning, pressing and dyeing plants.
- (10) Cold storage plants.
- (11) Creameries.
- (12) Reserved.
- (13) Flour mills, feed mills and grain processing.
- (14) Freight terminals (truck).
- (15) Galvanizing works.
- (16) Grain elevators.
- (17) Ice plants.
- (18) Laundries.
- (19) Lumberyards: Lumber storage when incidental to retail sales on the premises, provided that the following restrictions shall apply:

³Note(s)—See the editor's note following Div. 2 above.

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- a. A screening privacy fence shall be constructed so as to screen from view lumber storage areas that lie next to or adjacent to street rights-of-way, and lumber storage areas that lie on either side of the store front if they can be seen from the adjacent street or streets.
- b. A "screening privacy fence" is the same as a "privacy fence" as defined by section 6-291 of the Carthage Code, with the exception that the fence shall be opaque, and constructed of materials such as wood, vinyl or chain link with laths. No fence shall be constructed of galvanized corrugated metal.
- (20) Machine shops.
- (21) Manufacture of products such as artificial flowers, feathers, plumes, awnings, bags, blacking, small boats, bone products, brooms and brushes, buttons and novelties, candy, canvas products, cement products, chemicals (nonoffensive), cigars, cleaning or polishing preparations, clothing, coffee (roasting), cosmetics, cotton seed, peanut or similar products, drugs or medicines, electrical signs, extracts, food products, fruit juices, gas or electric fixtures, ice cream, leather products, light metal products, musical instruments, paper products, sausage, steel products, shoes and boots, syrup, terra cotta or tile handcraft products, textiles, toys, wooden ware.
- (22) ~~Medical marijuana cultivation facility.~~ Medical or comprehensive marijuana cultivation facility or microbusiness marijuana wholesale facility when not located adjacent to or across the street from any residential district. No facility shall be located within 1,000 feet of an existing elementary or secondary school, daycare or church and as prescribed and subject to all other requirements in section 25-704, marijuana and medical marijuana facilities
- (23) ~~Medical marijuana infused products manufacturing facility.~~ Medical, comprehensive or microbusiness marijuana dispensary facility. No facility shall be located within 1,000 feet of an existing elementary or secondary school, or within 1000 feet of an existing daycare or church and as prescribed and subject to all other requirements in section 25-704, marijuana and medical marijuana facilities.
- (24) ~~Medical marijuana testing facility.~~ Medical or comprehensive marijuana-infused products manufacturing type 1 extraction facility when not located adjacent to, across the street from and more than 1000 feet from any residential district. No facility shall be located within 1,000 feet of an existing elementary or secondary school, daycare or church and as prescribed and subject to all other requirements in section 25-704 marijuana and medical marijuana facilities.
- (25) Medical or comprehensive marijuana-infused products manufacturing type 2 post-extraction facility when not located adjacent to or across the street from any residential district. No facility shall be located within 1,000 feet of an existing elementary or secondary school, or within 200 feet of an existing daycare or church and as prescribed and subject to all other requirements in section 25-704, marijuana and medical marijuana facilities.
- (26) Marijuana testing facility. No facility shall be located within 1,000 feet of an existing elementary or secondary school, daycare or church and as prescribed and subject to all other requirements in section 25-704, marijuana and medical marijuana facilities.
- (27) Metal stamping, shearing, punching works, etc.
- (28) Milk bottling or distribution plants.
- (29) Monument works.
- (30) Moving, transfer or storage plants.
- (31) Photo engraving plants.
- (32) Planing mills.

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- (33) Plumbing mills.
 - (34) Printing plants.
 - (35) Produce markets (wholesale).
 - (36) Sales rooms and yards for contractor equipment.
 - (37) Sign painting plants.
 - (38) Stone cutting plants.
 - (39) Storage in bulk of, or warehouse for materials enumerated in item (12) of section 25-602, and such materials as: Asphalt, brick, building material, cement, contractors equipment, cotton, feed, fertilizer, gasoline, subject to inflammable code of the city; grain, gravel, grease, hay, ice, lead, lime, machinery, metal, soil, plaster, poultry, roofing rope, sand, stone, tar, tarred or creosoted products, tetra cotta, timber, wood, wool.
 - (40) Tracks (term loading or storage).
 - (41) Veterinary hospitals.
 - (42) Accessory uses customarily incident to any of the above uses.

(Ord. No. 99-71, § VI, 9-16-99; Ord. No. 19-33, § IV, 7-23-2019)

Sec. 25-704. Standard for medical marijuana facilities.

- (a) All marijuana and medical marijuana facility as outlined in sections 25-702 (22)-(23) (24) (25) and (26) shall meet the requirements outlined in Sec. 25-604
- (b) All marijuana and medical marijuana facilities under this chapter must be in compliance with all state regulations as set for by the department of health and senior services, failure to so, is a violation of City Code.

(Ord. No. 19-33, § V, 7-23-2019)

AN ORDINANCE AMENDING THE ANNUAL OPERATING AND CAPITAL BUDGET OF THE CITY OF CARTHAGE FOR FISCAL YEAR 2022 - 2023 FOR SPECIFIED FUNDS (GENERAL FUND, GOLF COURSE FUND, AND MYERS PARK FUND).

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

SECTION I: The City of Carthage's 2022 – 2023 Annual Operating and Capital Budget for the **General Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated Fund Balance, for:

- a.) the **General Fund**, is hereby amended to reflect a supplemental appropriation of an amount not to exceed \$15,600 to the Building Maintenance line item, for janitorial services; and
- b.) the **Street Department** is hereby amended to reflect a supplemental appropriation of an amount not to exceed \$5,200 to the Building Maintenance line item, for the emergency repair of the A/C unit; and
- c.) the **Memorial Hall Department** is hereby amended to reflect a supplemental appropriation of an amount not to exceed \$7,798 to the Building Maintenance line item for the emergency repair of the elevator; and

SECTION II: The City of Carthage's 2022 – 2023 Annual Operating and Capital Budget for the **Golf Course Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and undesignated fund balance, for:

- An amount not to exceed \$12,750 to the Capital Outlay line item for the purchase of a refrigeration cooler (\$2,750) and repairs to roof and damaged walls (\$10,000), an amount not to exceed \$7,250 to the Concessions line item for the purchase of concession merchandise, and an amount not to exceed \$70,000 to the Retail Inventory line item for purchase of Pro Shop merchandise;

SECTION III: The City of Carthage's 2022 – 2023 Annual Operating and Capital Budget for the **Myers Park Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated Fund Balance, for:

- An amount not to exceed \$252,294 to the Capital Outlay line item, for Garrison Avenue Construction (\$165,000) and Culvert Pipe (\$87,294).

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

AN EMERGENCY ORDINANCE AUTHORIZING THE CITY OF CARTHAGE, MISSOURI, TO ENTER INTO A UNIT POWER PURCHASE AGREEMENT WITH MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION D/B/A MISSOURI ELECTRIC COMMISSION.

WHEREAS, on behalf of the City of Carthage, Missouri (the “City”), the Missouri Joint Municipal Electric Utility Commission d/b/a Missouri Electric Commission (the “Commission”) entered into an Asset Purchase Agreement dated January 31, 2023, by and between the Commission and Dogwood Energy LLC (the “Carthage Asset Purchase Agreement”), pursuant to which the Commission has rights to acquire an additional 3.9% ownership interest (approximately 25 MW) in the Dogwood Energy Center, a natural gas combined cycle electric generating facility located in Cass County, Missouri (the “Source”), subject to the City entering into a power purchase agreement with the Commission to purchase all of the energy and capacity produced by the Source from the Commission’s additional 3.9% ownership interest; and

WHEREAS, it is hereby found and determined by the City Council of the City that it is necessary and desirable to enter into a power purchase agreement with the Commission to purchase all of the energy and capacity produced by the Source from the Commission’s additional 3.9% ownership interest.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, AS FOLLOWS:

Section I. Approval of the Power Purchase Agreement. The Unit Power Purchase Agreement (the “Power Purchase Agreement”), in substantially the form submitted to and reviewed by the governing body of the City on the date hereof, is hereby approved. The Mayor is authorized and directed to execute and deliver the Power Purchase Agreement on behalf of and as the act and deed of the City, with such changes therein as shall be approved by the Mayor, the Mayor’s execution thereof to be conclusive evidence of the approval thereof. The City Clerk is authorized to affix the City’s seal thereto and attest said seal.

Section II. Further Authority. The officers, agents and employees of the City, including the Mayor, City Administrator and City Clerk, are authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the City Documents and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section III. Emergency Ordinance. This Ordinance shall be considered an Emergency Ordinance under the terms of the Charter of the City of Carthage.

Section IV. Effective Date. This Ordinance shall take effect and be in full force immediately after its passage by the City Council and approval by the Mayor.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

FY 2022-23-04

A RESOLUTION OF THE CARTHAGE WATER AND ELECTRIC PLANT BOARD OF DIRECTORS RECOMMENDING AND REQUESTING THAT THE CITY COUNCIL OF THE CITY OF CARTHAGE, MISSOURI, ENTER INTO A POWER PURCHASE AGREEMENT WITH MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION D/B/A MISSOURI ELECTRIC COMMISSION.

WHEREAS, on behalf of the City of Carthage, Missouri (the "City"), the Missouri Joint Municipal Electric Utility Commission d/b/a Missouri Electric Commission (the "Commission") entered into an Asset Purchase Agreement dated January 31, 2023, by and between the Commission and Dogwood Energy LLC (the "Carthage Asset Purchase Agreement"), pursuant to which the Commission has rights to acquire an additional 3.9% ownership interest (approximately 25 MW) in the Dogwood Energy Center, a natural gas combined cycle electric generating facility located in Cass County, Missouri (the "Source"), subject to the City entering into a power purchase agreement with the Commission to purchase all of the energy and capacity produced by the Source from the Commission's additional 3.9% ownership interest; and

WHEREAS, the Carthage Water and Electric Plant Board (the "Board") hereby finds and determines that it is necessary and desirable to recommend and request the City to enter into a power purchase agreement with the Commission to purchase all of the energy and capacity produced by the Source from the Commission's additional 3.9% ownership interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CARTHAGE WATER AND ELECTRIC PLANT BOARD, AS FOLLOWS:

Section 1. Approval of Power Purchase Agreement. The Board hereby recommends and requests the Carthage City Council adopt an ordinance approving the Unit Power Purchase Agreement (the "Power Purchase Agreement"), in substantially the form submitted to and reviewed by the Board on the date hereof. The Board hereby covenants and agrees to perform any and all duties and obligations incurred by the City on behalf of Carthage Water and Electric Plant ("CWEP") in and by the provisions of the Power Purchase Agreement.

Section 2. Further Authority. The Board President, Board Vice President, CWEP General Manager and other officers and representatives of CWEP are hereby authorized and directed to take such action as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of CWEP with respect to the Power Purchase Agreement.

Section 3. Effective Date. This resolution shall become effective upon its adoption by the Board.

Dated this 17 day of February, 2023.

G. Stephen Reinhardt
President

ATTEST:
[Signature]
Secretary

Unit Power Purchase Agreement

between

Missouri Joint Municipal Electric Utility Commission doing business as
the Missouri Electric Commission

and

the City of Carthage, Missouri

for the Purchase and Sale of Capacity and Energy from the

Dogwood Energy Facility

This Unit Power Purchase Agreement (“Agreement”) is made this 14th day of March, 2023, by and between Missouri Joint Municipal Electric Utility Commission doing business as the Missouri Electric Commission, a joint action agency and a body corporate and politic of the State of Missouri (hereinafter “MEC”) and the City of Carthage, Missouri, which is a Missouri municipality and a member of MEC (hereinafter “City”) (MEC and the City hereinafter referred to collectively as “Parties” or, at times, individually as “Party”).

WITNESSETH:

WHEREAS, MEC is a joint action agency formed and operated in accordance with Sections 393.700 to 393.770 of the Revised Statutes of the state of Missouri (“RSMo”); and

WHEREAS, MEC was formed for the purpose of procuring electric Capacity, Energy, and related output for the benefit of, and pursuant to the governance and direction of, MEC’s members; and

WHEREAS, MEC has an interest in the Dogwood Energy Facility, a natural gas combined cycle facility located in Pleasant Hill, Missouri (“DEF”); and

WHEREAS, MEC sells the Capacity, Energy, and related output from DEF to members of MEC; and

WHEREAS, MEC intends to acquire, or to cause its Affiliate (as defined herein) to acquire, an additional interest in DEF to provide MEC rights to additional Capacity, Energy, and related output from DEF; and

WHEREAS, such additional interest in DEF will enable MEC to make sales of certain Capacity, Energy, and related output from DEF to one or more municipal utilities who are members of MEC; and

WHEREAS, the City desires to enter into an agreement for a long-term, cost-based purchase from MEC of Capacity, Energy, and related output to be provided from the additional interest in DEF, and MEC desires to make such a sale to the City, all pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE ONE: DEFINITIONS

1.1 Affiliate means any Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control by MEC. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether through ownership of voting securities or ownership interests, by contract or otherwise, and specifically with respect to a corporation, partnership, trust or limited liability company, means direct or indirect ownership of a plurality or more of the voting securities in such corporation or of the voting interest in a partnership or limited liability company or of the beneficial interests in a trust.

1.2 Agreement shall mean this Unit Power Purchase Agreement between MEC and the City.

1.3 Business Day shall mean any weekday (*i.e.*, other than Saturday or Sunday) that is not a holiday observed by banks in the State of Missouri.

1.4 Capacity shall mean the net electrical generating capability of DEF from time to time as measured at the Delivery Point.

1.5 Central Prevailing Time, or CPT, shall mean Central Daylight Savings Time or Central Standard Time, as then being observed in Missouri.

1.6 City shall mean the City of Carthage, Missouri, and its permitted successors and assigns.

1.7 DA Market shall mean the day-ahead market operated by SPP.

1.8 DEF shall mean the Dogwood Energy Facility.

1.9 DEF Management Committee shall mean the committee or committees established under the Participation Agreement through which decisions will be made by and information will be disseminated to the holders of undivided interests in DEF with respect to operations, maintenance, fueling, and other major functions with respect to DEF.

1.10 DEF Members Committee shall mean the committee established pursuant to Section 9.1 of this Agreement.

1.11 DEF Power Purchaser(s) shall, at any given time, refer to one or more other municipal utilities or pool of municipal utilities who are parties to agreements then in effect with MEC for sales of a portion of the Capacity, Energy, or related output from DEF. For the removal of doubt, City is a DEF Power Purchaser.

1.12 Delivery Point shall have the meaning assigned to it in Section 6.1.

1.13 Effective Date shall mean the date on which this Agreement is executed, as reflected on the signature page(s).

1.14 Energy means electric energy generated by DEF.

1.15 Event of Default shall have the meaning assigned to it in Section 13.1.

1.16 Governmental Authority shall mean any applicable federal, state, county, municipal or other government, quasi-government or regulatory authority, agency, board, body, commission, instrumentality, court or tribunal, or any political subdivision of any thereof.

1.17 Late Interest Rate shall mean, for any date, the lesser of (a) 1/365 of the sum of the per annum prime lending rate as may from time to time be published in *The Wall Street Journal* under “Money Rates” on such day (or if not published on such day on the most recent preceding day on which published) plus two percentage points (200 basis points) and (b) the maximum rate permitted by applicable law. In applying the Late Interest Rate, interest shall be compounded daily.

1.18 MEC shall mean the Missouri Joint Municipal Electric Utility Commission doing business as the Missouri Electric Commission, and its permitted successors and assigns.

1.19 MEC New Entitlement shall mean the attributes of DEF (e.g., Capacity, Energy, ramp rate, ancillary services, and any other service, product, or other output DEF is capable of providing at any time during the operating life of DEF) to which MEC is entitled as a result of MEC’s or its Affiliate’s acquisition of an 11.7% interest, corresponding to approximately 75 MW of Capacity, in DEF, as such entitlement is determined based on the Net Available Capacity and availability of DEF, rounded to the nearest whole megawatt.

1.20 MEC Total Entitlement shall mean the total amount of attributes of DEF (e.g., Capacity, Energy, ramp rate, ancillary services, and any other service, product, or other output DEF is capable of providing at any time during the operating life of DEF) to which MEC is entitled as a result of one or more agreements entered into by MEC or its Affiliate to acquire an interest in DEF. For the removal of doubt, the MEC Total Entitlement includes the MEC New Entitlement.

1.21 “Net Available Capacity” means the net capacity of the Plant, given ambient conditions, including any derating to take into account all relevant conditions and factors affecting or limiting the capability of the Plant to produce electric power at such time, including availability and quality of Fuel, any mechanical or other defects, breakdowns, malfunctions, and environmental and permit limitations then existing.

1.22 Operations Manual shall mean the manual setting forth the principles for the operation of DEF, including unit commitment, scheduling and dispatch procedures, in effect on the date hereof and as subsequently modified as established in the Participation Agreement.

1.23 Participation Agreement shall mean the agreement or set of agreements entered into by or on behalf of MEC or its Affiliate and any other holders of undivided interests in DEF, including all attachments, schedules, appendices and the like, as such agreements shall be amended and in effect from time to time, and as such agreements establish the terms and conditions of the entitlements to and obligations of the holders of all undivided interests in DEF, including MEC and its Affiliate.

1.24 Person shall mean an individual, a corporation, a partnership, a limited liability company, an association, a joint-stock company, a trust, an unincorporated organization or any government or political subdivision thereof.

1.25 Pro-Rata Share shall mean, at any given time, the fraction equal to (a) City’s entitlement to Capacity, in whole megawatts, divided by (b) the total of all such whole megawatt quantities of all purchasers of the MEC Total Entitlement.

1.26 Purchase Percentage shall mean the 3.9% interest, corresponding to approximately 25 MW of Capacity, in DEF dedicated to the City pursuant to this Agreement. The Purchase Percentage shall be drawn exclusively from the MEC New Entitlement.

1.27 RTBM shall mean the Real Time Balancing Market operated by SPP.

1.28 RUC Process shall mean the Reliability Unit Commitment Process used by SPP in connection with the commitment of resources.

1.29 SPP shall mean the Southwest Power Pool, Inc., regional transmission organization or its successor.

1.30 Term shall mean the period in which this Agreement is in effect as set forth in Article Two.

1.31 Transfer shall have the meaning assigned to it in Section 11.1.

1.32 Transferee shall mean a Person to whom a Transfer is permitted and to whom a Transfer is made or proposed to be made, pursuant to Article Eleven.

1.33 Transferor shall mean a Party making or proposing to make a Transfer to another Person pursuant to Article Eleven.

1.34 True-Up Interest Rate shall mean, for any date, the lesser of (a) 1/365 of the per annum prime lending rate as may from time to time be published in *The Wall Street Journal* under “Money Rates” on such day (or if not published on such day on the most recent preceding day on which published) and (b) the maximum rate permitted by applicable law. In applying the True-Up Interest Rate, interest shall be compounded daily.

ARTICLE TWO: TERM

2.1 Commencement of Term. This Agreement shall be effective and binding upon execution by the Parties as reflected on the signature page(s) below.

2.2 End of Term. This Agreement shall remain in effect until, and shall terminate upon, MEC’s receipt of the City’s payment in full of the final invoice properly rendered by MEC to the City under Section 8.8 for its allocable share of MEC’s DEF costs, including amounts owed by MEC or its Affiliate under the Participation Agreement and any amounts owed with respect to MEC’s bonds (including obligations under any related bond indenture or similar document) or other arrangements entered into by or on behalf of MEC to finance the pursuit and/or acquisition of DEF.

2.3 MEC Termination Option. MEC may, in its sole discretion, elect to terminate this Agreement without requiring from the City payment of a final invoice under Section 8.8, where the Agreement is terminated pursuant to Section 11.4 or as a result of an Event of Default by the City, and MEC agrees to assume, after termination, ongoing responsibility for and rights to the City’s share of the output associated with the MEC New Entitlement; in such event, the City shall only be required to make payment to MEC of invoices for charges incurred under Sections 7.1 and 7.3 related to the period prior to the termination of this Agreement. Upon termination, each Party shall be released from all of its obligations under this Agreement other than those obligations arising prior to such termination and those obligations which survive termination of this Agreement pursuant to Section 16.13.

2.4 City Termination Option. City may, in its sole discretion, elect to terminate this Agreement if the City fails to obtain transmission from DEF to the City on terms that City finds acceptable in its sole evaluation, prior to MEC’s or its Affiliate’s closing on the share of MEC New Entitlement for the benefit of Carthage, which shall occur no later than May 31, 2026. City agrees upon entering this Agreement to submit, for transmission from DEF to City through SPP no later than May 2023, and to diligently pursue such transmission study until SPP produces the result of such transmission study. If such transmission study to SPP produces results unsatisfactory to City, City shall notify MEC of such decision to terminate this agreement within thirty (30) days of receiving the results of such transmission study.

ARTICLE THREE: RELATIONSHIP TO OTHER CONTRACTS

3.1 Other Power Purchase Agreements.

- a. *Emissions Allowances.* Some but not all power purchase agreements by which MEC sells DEF output may have an addendum appended to their agreements to set forth the obligations of purchasers electing to provide emissions allowances in kind pursuant to Section 7.3(c)(ii); as among purchasers who have elected such option, the applicable addenda shall be and shall remain identical.
- b. *Other Agreements for the Sale of DEF Output.* As of the Effective Date of this Agreement, MEC is party to agreements, and from time to time may enter into additional agreements, for the sale of DEF output associated with the MEC Total Entitlement. The City acknowledges that actions or inactions by MEC counterparties pursuant to those agreements may require action by the Parties to preserve MEC's rights to the output associated with the MEC New Entitlement.

3.2 Relationship to Participation Agreement. The rights and other terms and conditions of MEC's or its Affiliate's use of the MEC Total Entitlement, including the use of the MEC New Entitlement, will be determined by the Participation Agreement. The Parties acknowledge that the terms of the Participation Agreement, including provisions related to the rights of other holders of undivided interest in DEF in the event of a default by MEC or its Affiliate with respect to any portion of the MEC Total Entitlement, will affect the Parties' rights hereunder. The Parties recognize and agree that the terms of this Agreement (and other agreements for the purchase of DEF output from MEC) shall be amended as necessary and/or appropriate to take into account the final executed version of, and subsequent changes to, the Participation Agreement and the Parties agree to make such amendments.

3.3 No Ownership Interest Conveyed. This Agreement does not create any ownership rights to the City with respect to DEF.

3.4 Relationship to Financial Contracts. MEC may sell bonds, notes or other evidence of indebtedness and may enter into other financial contracts to finance the MEC New Entitlement. Bonds may be sold in one or more series, and may be based on a fixed or variable rate of interest in accordance with a bond indenture. MEC may include various covenants in the bond indenture that are deemed in the beneficial interest of the purchasers from MEC of DEF output. Additional bonds may be sold and issued by MEC in accordance with the provisions of the indenture at any time and from time to time for the purpose of funding expenditures for additional facilities, enhancements, betterments or improvements related to DEF. MEC may incur other obligations, including interest rate hedge agreements, pursuant to the indenture, to achieve purposes deemed beneficial to DEF Power Purchasers. In the event that the Board of Directors deems it advantageous to refund any bonds, MEC may issue and sell refunding bonds in accordance with the indenture. Any such bonds, notes, additional bonds, refunding bonds

or other financial contracts may be secured by the pledge made pursuant to the indenture of the payments required to be made by the City hereunder, payments required to be made by other DEF Power Purchasers, and of other MEC revenues attributable to DEF. The City and MEC acknowledge and agree that the terms of this Agreement, and the actions of the Parties pursuant hereto, must at all times be consistent with MEC's binding obligations under its financing documents.

ARTICLE FOUR: UNIT POWER SALE AND PURCHASE

4.1 Quantity of Power Purchase. Contingent upon the acquisition of the MEC New Entitlement by MEC or its Affiliate, MEC shall supply and deliver to City at the Delivery Point, and City shall purchase and receive at the Delivery Point, pursuant to the terms and conditions of this Agreement, its share of the output associated with the MEC New Entitlement, in quantities based on City's Purchase Percentage, subject to the provisions below. Based on current design, operational parameters, operational performance, and the expected MEC New Entitlement, the Parties have stated the expected Purchase Percentage of City on Schedule 4.1. MEC will update, periodically as necessary, Schedule 4.1, provided, however, that such exhibit is for purely informational purposes and will not be deemed to preempt the actual and automatic calculation of Purchase Percentages to reflect the most current MEC New Entitlement or the most current calculation of the Net Available Capacity of DEF MEC New Entitlement.

4.2 Commencement of Power Deliveries. Supply and delivery of the City's Purchase Percentage of the DEF output pursuant to this Agreement shall commence at the hour ending 0100 CPT on June 1, 2026.

4.3 End of Power Deliveries. Supply and delivery of the City's Purchase Percentage of the DEF output pursuant to this Agreement shall terminate when DEF has been taken out of service for purposes of retirement and decommissioning, or (if earlier) upon termination of this Agreement, or as otherwise agreed by the Parties.

ARTICLE FIVE: SCHEDULING AND AVAILABILITY

5.1 Scheduling Rights. In accordance with the Operations Manual, for each operating day the Energy Manager (as defined in the Participation Agreement) shall create offers in accordance with the market protocols for the full Net Available Capacity and submit such offer into the DA Market, RTBM, RUC process, and including ancillary services products as applicable. The City has the right to capacity, Energy and ancillary services up to its Purchase Percentage. The City may not utilize the Purchase Percentage, Capacity or Energy nor report ancillary services of another DEF Power Purchaser, except (a) with the express written consent of such other DEF Power Purchaser or as otherwise expressly permitted hereunder or in the Operations Manual or (b) if by written agreement of the DEF Power Purchasers, upon the Payment Default of a DEF Power Purchaser.

5.2 Option to Appoint MEC as Market Participant The City shall have the option, but not the obligation, to appoint MEC as Market Participant for their share of DEF output.

5.3 Private Use Restrictions. Under no circumstances may any sales of DEF output be made by the City to any third party(ies) if such sales would cause MEC or any other DEF Power Purchaser to violate the “private business use” provisions of Sections 103 or 141 of the Internal Revenue Code, and applicable regulations promulgated thereunder. The scheduling and sales arrangements of the City under this Article Five must be made in a manner that comports with this limitation. In making any sales of DEF output to third parties, MEC shall ensure that it does not violate the “private business use” provisions of Sections 103 or 141 of the Internal Revenue Code as applicable to its DEF financing arrangements.

5.4 Record-Keeping. To the extent that MEC provides Market Participant services to the City, MEC shall maintain accurate records of the City’s DEF schedules and sales, if any, on behalf of the City to other parties, all as implemented pursuant to this Article Five. MEC shall retain such records for three (3) years. The records relating to MEC’s scheduling and disposition of DEF output on behalf of the City shall be made available to the City upon request, during normal business hours.

ARTICLE SIX: DELIVERY POINT AND TRANSMISSION

6.1 Delivery Point. The Delivery Point shall be the point at which DEF is connected to the interconnection provider’s facilities pursuant to the final generator interconnection agreement for DEF. Title to the City’s share of the output associated with the MEC New Entitlement shall pass from MEC to the City at the Delivery Point. As between MEC and the City, MEC shall be deemed to be in exclusive control of the DEF output from the point of generation to the Delivery Point. As between MEC and the City, the City shall be deemed to be in exclusive control of the DEF output at and from the Delivery Point.

6.2 Purchaser’s Obligation to Obtain Transmission Service and Market Charges. The City shall have sole responsibility for obtaining and paying for transmission service from the Delivery Point. In addition, the City shall have sole responsibility for obtaining all other services and the payment of market charges (including associated ancillary services, losses, congestion-management costs, energy imbalance charges and/or credits of any kind including real-time energy charges incurred in centrally clearing markets, uninstructed deviation penalties, uplift charges/credits, and any other related costs imposed by any transmission owner or regional transmission organization) associated with the City’s load or City’s Purchase Percentage of DEF. Upon request, MEC shall assist the City in entering into the necessary service agreement(s) with applicable transmission provider(s), but shall not be responsible for transmission service or any market charges beyond the Delivery Point.

6.3

ARTICLE SEVEN: COST RESPONSIBILITY

7.1 General Principle. It is the Parties’ intention that the City will be responsible for its proportionate share of (a) the financing costs for the acquisition of the

MEC New Entitlement, (b) the fixed (other than financing) and variable costs MEC or its Affiliate incurs in connection with the MEC Total Entitlement in DEF, and (c) MEC's administrative and other reasonable costs associated with its role as power supplier to the DEF Power Purchasers and as a general supplier of power (which shall include an allocable share of MEC's general costs of providing power-supply services that are not directly assignable to any given project). The City's obligation to pay for its appropriate share of such costs shall be effective upon the Effective Date and continue until all amounts due hereunder are paid in full notwithstanding the occurrence of any event, or the taking of any action permitted by this Agreement. The provisions that follow are intended to implement, but not to narrow, this intention.

7.2 RESERVED.

7.3 Cost Responsibility. Upon commencement of power deliveries pursuant to Section 4.2, the City shall pay Capacity charges, Energy charges, and administrative charges that reflect the City's allocable share of the costs related to DEF and MEC's role as power supplier, and shall either pay emissions allowance charges that reflect MEC's emissions allowance costs or shall contribute emissions allowances in kind. The amount of emissions allowances to be either paid for or contributed in kind shall be net of any applicable emissions allowance credits received by MEC (under the Participation Agreement or otherwise).

(a) Each month, the City's Capacity charge shall be the sum of (x) the City's responsibility for financing costs associated with the MEC New Entitlement and (y) the City's Pro-Rata Share multiplied by the other fixed costs.

(i) The City's responsibility for financing costs shall be the City's percentage share of the MEC New Entitlement multiplied by MEC's debt-service payments (both principal and interest) and other obligations incurred by or on behalf of MEC in financing any or all of the MEC New Entitlement, including deposits to any funds or accounts established pursuant to any financing documents or by the MEC Board of Directors (with due consideration of any input from members of the DEF Members Committee) in such amounts as are required by such financing documents or approved by MEC's Board of Directors by inclusion in MEC's annual budget.

(ii) The other fixed costs shall include MEC's or its Affiliate's share of costs of future DEF capital projects (replacements, improvements, etc.) and any other fixed costs that MEC or its Affiliate is obligated to bear under the Participation Agreement.

(iii) Capacity charges will be due in full even if DEF is unavailable or operating at reduced output levels for all or part of a month, whether or not the City has taken its full energy

entitlement. Capacity charges shall not be affected by any permanent increase or decrease in the Net Available Capacity of a unit (except to the extent that such changes in Net Available Capacity increase or decrease the City's Pro-Rata Share).

(iv) The City shall be obligated to continue making monthly Capacity payments to MEC until MEC has fully discharged its debt obligations associated with the acquisition of the MEC New Entitlement (or until the City pays its final invoice pursuant to Section 8.8), even if DEF is prematurely retired.

(b) Each month, the City's DEF energy charge shall be calculated by multiplying that month's DEF energy rate (expressed on a per-megawatt-hour basis) by the City's DEF energy usage (in megawatt-hours) during the month.

(i) The monthly DEF energy rate shall be calculated by dividing MEC's total variable costs (except for emissions allowances and, if determined by the DEF Members Committee, incremental costs that are to be directly assigned to particular users) in the month by the total energy produced by the MEC Total Entitlement during the month. The energy costs on which the energy rate is based shall be all variable costs paid by MEC or its Affiliate under the Participation Agreement (including, if applicable, any generation imbalance charges paid by MEC or its Affiliate in connection with DEF, even if such payments are made directly to a transmission provider rather than directly to a project management company), except for costs of emissions allowances and directly assigned incremental costs).

(c) The City may elect to pay a proportionate share of MEC's and its Affiliate's emissions allowance expenses under the Participation Agreement or to contribute emissions allowances in kind.

(i) If the City does not provide emissions allowances in kind pursuant to (ii) below, the City shall pay for emissions allowances. Each month, the City's charge for emissions allowances shall be equal to MEC's and its Affiliate's total cost of emissions allowances for operation of DEF during the month, multiplied by the fraction that the City's DEF energy usage during the month constitutes of the total DEF energy usage during the month of (A) all DEF Power Purchasers who have not elected to provide emissions allowances in kind plus (B) if applicable, MEC for its full-requirements purchasers and/or sales to third parties.

(ii) If the City elects to contribute emissions allowances in kind, it shall do so pursuant to terms and conditions to be set forth

in an addendum hereto, which shall be based on MEC's and its Affiliate's obligations to provide emissions allowances under the Participation Agreement.

(d) The City's administrative charge each month shall be the sum of the following:

(i) the City's Pro-Rata Share of MEC's reasonable administrative and other related costs that are (1) directly assigned to DEF because they relate solely to the MEC Total Entitlement and other DEF output under the Participation Agreement or (2) allocated to DEF from the more general pool of MEC's costs generally associated with its role as a power supplier. Budgeting of such costs, as well as the direct assignment and allocation of costs, shall be determined by the MEC Board of Directors with due consideration of any input from members of the DEF Members Committee (or, if action by the Board of Directors is not reasonably achievable in a timely manner, by the MEC Executive Committee). MEC shall provide budgets and cost information to support the determination of such cost allocations to the DEF Power Purchasers;

(ii)

(iii) the City's Pro-Rata Share of any extraordinary DEF-related administrative costs incurred by MEC or its Affiliate's during the month.

(e) Each month, the City shall pay its allocable and/or directly assigned (as determined by the DEF Members Committee) share(s) of MEC's or its Affiliate's incremental DEF energy costs.

ARTICLE EIGHT: BILLING AND PAYMENTS

8.1 Timing and Method of Invoices. Charges will be billed to the City each calendar month, based on projected DEF costs (and, where applicable, projected usage) reasonably expected to be incurred in the following month. MEC shall prepare and render such monthly invoices using the most currently available budgets prepared by the responsible project management company and MEC and payment schedules for repayment of borrowed funds associated with the MEC New Entitlement. MEC shall provide each monthly invoice by e-mail and fax to the City on or before the fifth Business Day of the month.

8.2 Timing and Method of Payments. The City shall pay its invoiced amount by the 15th day of the month (provided, however, that the City shall not have less than seven (7) Business Days after issuance of the invoice in which to make its payment), via a bank wire transfer or ACH debit to MEC's bank account in accordance with the instructions provided in writing by MEC. Interest shall be payable on all amounts not

paid on or before the payment due date, over the actual number of days elapsed from the payment due date to the date such amounts are paid, at the Late Interest Rate.

8.3 True-Ups. MEC shall prepare and issue true-up statements no less frequently than every six months, reconciling amounts invoiced and paid pursuant to cost and usage projections against actual costs and usage. Any overpayments by the City shall be credited on the next invoice provided to the City, and any underpayments shall be added to the next invoice provided to that City.

8.4 Disputes. If the City disputes any bill issued hereunder or the existence or extent of any obligation to make any payment hereunder, it shall nevertheless make payment of all bills when due in full with a written protest, submitted at the time of or subsequent to such payment, directed to MEC. Any such protest shall be subject to the limitations set forth in Section 8.6. When any dispute regarding payment is resolved, any refunds due shall be paid (or credited) within ten days thereafter, together with interest at the True-Up Interest Rate, based upon the actual number of days elapsed from the date paid until the date refunded or offset.

8.5 Audits. Not more than once per calendar year after the commencement of unit power deliveries, the DEF Power Purchasers may conduct an audit of (i) records maintained by MEC in conjunction with DEF power sales and purchases, and (ii) all costs charged to DEF Power Purchasers. If a DEF Power Purchaser wishes to initiate such an audit, it shall offer the other DEF Power Purchasers the opportunity to participate. For the removal of doubt, if the City does not participate in an audit initiated by another DEF Power Purchaser, the City may not initiate a separate audit until the following calendar year. The costs of such audits shall be borne by the participating DEF Power Purchasers, either directly or through reimbursement to MEC. MEC shall cooperate with one such audit in a given calendar year, by making available documents and other information reasonably requested in connection therewith, during normal business hours.

8.6 Restriction on Challenges. No challenge may be raised by the DEF Power Purchasers with respect to the validity of costs incurred by MEC or its Affiliate under the Participation Agreement (including challenges to the correctness and/or prudence of such costs) except to the extent that MEC or its Affiliate can in turn raise the challenge under the Participation Agreement, and the resolution of any such challenge under the Participation Agreement shall be dispositive as between the DEF Power Purchasers and MEC.

8.7 Pass-Through of Refunds. If, pursuant to the Participation Agreement, MEC or its Affiliate receives any refunds (as opposed to credits against its monthly bills, which will simply reduce MEC's costs to be passed through to the DEF Power Purchasers) of any DEF costs, it shall promptly pay to the City an appropriate share of such refunds, based either on the City's energy usage for the applicable period of the refund, if the refunds relate to variable costs, or on its Pro-Rata Share if the refund relates to Capacity charges.

8.8 Final Invoice and Payment. Within 10 Business Days after MEC has determined its total costs relating to DEF following the earliest to occur of the following: (i) all of MEC's participation in the DEF project is terminated (including MEC's participation through an Affiliate), (ii) DEF is retired, or (iii) early termination by the City pursuant to Section 2.3, MEC shall prepare and present to the City a final invoice for City's Purchase Percentage of MEC's or its Affiliate's DEF costs incurred but not reimbursed. The City shall submit payment of its final invoice within 10 Business Days. MEC shall provide as much advance notice as practicable as to the amount (or estimate thereof) and timing of the final invoice.

8.9 Unconditional Nature of Payment Obligation. All amounts payable by the City under this Agreement shall be due whether or not DEF is operating or operable or its output is suspended, interrupted, interfered with, reduced or curtailed or terminated in whole or in part, and such payments shall not be subject to any reduction, whether by offset, counterclaim, recoupment or otherwise, and shall not be conditioned upon the performance or nonperformance of MEC, its Affiliate or any other person under this Agreement or any other agreement for any cause whatsoever.

ARTICLE NINE: INFORMATION REGARDING DEF

9.1 DEF Members Committee. The President and CEO of MEC shall be the administrator of this Agreement. MEC shall communicate information regarding DEF to the City and any other purchasers from MEC of DEF output and interested MEC members and advisory members, and will provide such parties the opportunity to advise the MEC Board of Directors and staff regarding DEF matters, through a new DEF Members Committee, whose members will consist of representatives of all purchasers from MEC of DEF output and full-requirements customers of MEC (if MEC dedicates a portion of the MEC Total Entitlement for service to its full-requirements customers). No entity entitled to have a member on the DEF Members Committee shall have more than one representative. The Committee may nominate an individual to serve as MEC's representative on the DEF Management Committee under the Participation Agreement. Any such nomination and service on the Management Committee will be subject to approval by the MEC Board of Directors. The DEF Members Committee will make recommendations and decisions on actions to be taken and votes to be cast by MEC's representative on the DEF Management Committee under the Participation Agreement. All decisions of the MEC Board of Directors regarding DEF shall give due weight to recommendations made by the DEF Members Committee. Financing activities related to the MEC New Entitlement shall be subject to Section 9.4.

9.2 Provision of Information Obtained Under the Participation Agreement. The Parties recognize that MEC's ability to obtain information about DEF to provide to the City will be governed by the Participation Agreement. MEC shall:

- (a) In a timely fashion transmit to the City information about DEF that MEC receives regarding (1) operating matters (*e.g.*, scheduled and unscheduled outages, variations in operating Capacity of the unit) and

(2) matters that are expected to affect costs over the long term (*e.g.*, capital improvements, changes in environmental requirements).

(b) Make reasonable efforts to obtain any specific DEF information requested by the City (or the DEF Members Committee), pursuant to the terms of the Participation Agreement.

(c) Upon request by the City (or the DEF Members Committee) make available, at a reasonable time and location, any and all information regarding DEF in MEC's possession, including DEF budget information it obtains pursuant to the Participation Agreement.

9.3 MEC Budgets. MEC's projected costs of DEF and its reasonable costs associated with its role as power supplier shall be included in a DEF Annual Budget which shall be incorporated in MEC's annual budget. The City shall have the right to review and have input on the DEF Annual Budget via the DEF Members Committee.

9.4 MEC Financing Activities.

(a) The City shall have the right to be informed of and have input on, via the DEF Members Committee, MEC's decisions as to the appropriate financial instruments to use to finance the MEC New Entitlement in DEF, pursuant to Section 3.4, including decisions as to risk mitigation and the use of lowest-cost financing options.

(b) MEC shall submit all proposed financing plans related to its DEF interest to the DEF Members Committee. Except as provided in Section 9.4(c), the DEF Members Committee shall present to MEC its assessment of whether a proposed financing is in the best interest of a majority of the DEF Power Purchasers, and MEC's full-requirements customers if MEC dedicates a portion of the MEC Total Entitlement for service to its full-requirements customers, prior to MEC's submission of any DEF financing to the MEC Board of Directors for approval. If appropriate, the DEF Members Committee may at the same time present to MEC any recommended changes to MEC's proposed financing plan. The final approval of any financing shall be made by the MEC Board of Directors.

(c) Notwithstanding Section 9.4(b), the MEC Board of Directors shall have the right to approve any financing for DEF, without receiving a recommendation from the DEF Members Committee, if it is necessary to conduct the initial financing arrangements before the DEF Members Committee is formed (in which case MEC shall contact the City's representative to inform the City and allow the City to comment upon MEC's financing activities) and/or if such financing is necessary to avoid a default under any DEF financing agreement.

9.5 Confidentiality. The Parties recognize that some or all of the DEF information provided by MEC to the City hereunder, either orally or in writing, will be

deemed confidential and subject to certain restrictions pursuant to the Participation Agreement. The City hereby agrees to abide by all such restrictions on the use of confidential DEF information it obtains hereunder. The confidentiality provisions of the Participation Agreement are set forth in Schedule 9.5 of this Agreement, which Schedule is attached hereto and made a part hereof by reference. If any subsequent amendment to the Participation Agreement modifies such provisions, Schedule 9.5 shall be deemed to be amended to reflect the then-current confidentiality provisions. The Parties recognize that any confidentiality restrictions hereunder must be consistent with applicable open-meeting laws.

ARTICLE TEN: LIABILITY AND INDEMNIFICATION

10.1 Indirect Protections. The Parties recognize that operation of DEF will be governed by the Participation Agreement and agreements between MEC or its Affiliate on the one hand and Dogwood Energy LLC, other DEF Participants, Dogwood Power Management, LLC, a project management company, or a combination thereof, on the other hand, as they may be amended from time to time. These contracts include provisions to protect MEC against delays, failure of the unit to meet certain operating criteria, and the like. The contracts provide for insurance coverage for DEF. The Parties acknowledge that the City shall indirectly be protected by these provisions (although the City shall not have any right to directly enforce any such provisions as a third-party beneficiary under the Participation Agreement or such contracts).

10.2 No MEC Liability for Operation of DEF. In recognition of the provisions and protections described in Section 10.1, and of the fact that MEC or its Affiliate as a holder of a minority interest in DEF will have no significant control over the operation of DEF, the City shall, to the fullest extent permitted by law, indemnify MEC and its Affiliate, and neither MEC nor its Affiliate shall have any liability whatsoever to the DEF Power Purchasers, individually or collectively, with respect to the operation of DEF, or for any actions, omissions, decisions, errors, negligence, or other behavior of the Persons that will be responsible for operating the plant. The Parties acknowledge that the actual operation costs of DEF will likely vary from the figures set forth in any DEF project budgets provided by MEC or the project management company during commercial operations, and that MEC's provision of such estimates to the City shall not limit the City's obligation hereunder to pay its share of the actual costs.

10.3 General Indemnification of MEC. The City expressly agrees, to the fullest extent permitted by law, to indemnify, hold harmless and defend MEC and its Affiliate against any and all claims, liability, costs or expenses (including without limitation attorneys' fees and expenses) for loss, damage or injury to persons or property in any manner directly or indirectly connected with or growing out of MEC's or its Affiliate's role as a holder of the MEC Total Entitlement and/or the generation, transmission or distribution of DEF output, unless such loss, damage or injury is the result of bad faith, gross negligence, or reckless or willful misconduct of MEC, its Affiliate or MEC's employees acting within the course and scope of their employment.

10.4 Waiver of Indirect Damages. To the fullest extent permitted by law, neither Party shall be liable to the other for punitive, indirect, exemplary, consequential, or incidental damages arising in connection with this Agreement.

ARTICLE ELEVEN: ASSIGNMENT

11.1 General Limitations on Transfers. Except as otherwise provided in this Article Eleven, neither Party may sell, lease, assign, transfer, convey or otherwise dispose of in any manner, directly or indirectly (collectively, “Transfer”) all or any part of its rights, obligations, benefits, advantages, titles and interest in this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed, and any such Transfer in contravention of this Article Eleven shall be null and void *ab initio*. For purposes of this Section, any ground that is reasonably likely to have an adverse effect on the non-transferring Party may constitute a ground for withholding or conditioning its consent and shall be described to the Transferor in reasonable detail if consent is denied.

11.2 Notice of Proposed Transfer. If a Party desires to Transfer its interest in this Agreement, then no less than 90 days prior to such proposed Transfer, the Transferor shall provide written notice thereof to the other Parties. The notice shall identify the proposed Transferee and the date on which the Party proposes to effect the Transfer.

11.3 Transfers by MEC. If necessary in connection with any transfer by MEC or its Affiliate of all or the portion of the MEC New Entitlement necessary to fulfill its obligations to the City under this Agreement to any successor or assignee entity pursuant to the Participation Agreement, MEC may, in its sole discretion, assign this Agreement and Transfer all of its rights and obligations hereunder to such entity. MEC shall not be required to obtain the City’s consent for any such Transfer. MEC may also assign its interest in this Agreement to a trustee or other Person as is necessary in connection with the financing of all or the portion of the MEC New Entitlement necessary to fulfill MEC’s obligations to the City under this Agreement, and shall not be required to provide advance notice to the City of, or obtain the City’s consent to, any such assignments made for financing purposes.

11.4 Transfers by the City. If the City proposes to Transfer its interest in this Agreement, MEC shall, if permitted by the provisions of any applicable bond indenture or financing agreement, have the right to terminate this Agreement effective as of the proposed Transfer date, with the result that MEC re-acquires the rights to the DEF output sold to the City hereunder, and the City is released from its obligations hereunder, effective as of the date of termination pursuant to Section 2.2. If MEC chooses to exercise this right, it shall provide notice of its election to the City no later than 15 days after receiving the notice provided by the City pursuant to Section 11.2. If MEC chooses not to exercise this right, the proposed Transfer may go forward if MEC consents. The Parties acknowledge and agree that any such consent may reasonably be conditioned on such matters as (a) the Transferee’s creditworthiness, (b) the Transferor’s agreement to pay off its share of MEC’s bonds or other obligations issued to finance DEF and/or

(c) other mutually agreeable arrangements regarding Transferor's responsibility for such bonds or other obligations.

11.5 Conditions Required for Permitted Transfers. As a condition precedent to any permitted Transfer hereunder:

- (a) at the time of the Transfer, either (i) the Transferor must not be in default of any of its material obligations under this Agreement or (ii) such default must be cured on or prior to the date of the Transfer; and
- (b) the Transferor shall deliver to the other Parties documents evidencing to a reasonable degree of satisfaction Transferee's acceptance of the Transfer and assumption of all of the Transferor's obligations under this Agreement.

11.6 Prohibited Transfers. Notwithstanding anything in this Article Eleven, no Transfer of this Agreement will be permitted if it would jeopardize the tax-exempt status of MEC's bonds or other obligations or if it would violate the Participation Agreement.

ARTICLE TWELVE: DISPUTE RESOLUTION

12.1 Dispute Notice. If a dispute arises between the Parties, then the aggrieved Party may provide written notice thereof to the other Parties, including a detailed description of the subject matter of the dispute.

12.2 Negotiations. Representatives of the Parties shall in good faith attempt to resolve such dispute by informal negotiations within ten Business Days from the date of receipt of a dispute notice under Section 12.1.

12.3 Involvement of Senior Executives. If the dispute is not resolved within ten Business Days following receipt of the dispute notice or such later date as the Parties may mutually agree, then each Party shall promptly designate its most senior executive responsible for the subject matter of the dispute who shall have authority to resolve the dispute. The senior executives shall obtain such information as may be necessary to inform themselves of the substance and particulars of the dispute and shall meet within 20 Business Days, at a time and place mutually acceptable to the senior executives.

12.4 Resolution in Courts. If the senior executives are unable to resolve the dispute within 20 Business Days of their first meeting or such later date as the senior executives may mutually agree, then the dispute shall, subject to Section 12.5, be resolved solely and exclusively by the state courts situated in Boone County, Missouri or the United States District Court for the Western District of Missouri, and applicable appellate courts.

12.5 Agency Jurisdiction. Notwithstanding anything to the contrary in Section 12.4, the Parties acknowledge and agree that a dispute over which a Governmental Authority has exclusive jurisdiction shall, in the first instance, be brought before and resolved by such Governmental Authority.

ARTICLE THIRTEEN: DEFAULT AND REMEDIES

13.1 Events of Default. The following shall be Events of Default under this Agreement:

- (a) The failure of the City to make a payment when due under this Agreement (a “Payment Default”); or
- (b) The failure of a Party to perform or abide by any material obligation under this Agreement, other than payment, within 60 days of receipt of written notice of non-performance; *provided, however*, that if such default cannot be cured within such 60-day period, no Event of Default shall occur for so long as the non-performing Party is diligently pursuing a cure, and such non-performance is curable; or
- (c) The commencement, with respect to a Party, by such Party or by another person or entity of a bankruptcy, reorganization, moratorium, liquidation or similar insolvency proceeding or other relief under any bankruptcy or insolvency law affecting creditors’ rights or a petition is presented or instituted for its winding-up or liquidation.

13.2 Remedies. If a Party fails to perform or breaches any of its material obligations under this Agreement, then the non-defaulting Parties shall be entitled to exercise all remedies available to it at law or in equity (except as limited in Section 13.5). The Parties acknowledge and agree that monetary damages may not be an adequate remedy at law for the failure of a Party to perform certain material obligations under this Agreement, and under such circumstances, the non-defaulting Parties shall have the right to specific performance by the defaulting Party of such obligations under this Agreement.

13.3 Suspension of Scheduling Rights. If the City has committed a Payment Default that has not been cured within five (5) days after notice of such default has been provided by MEC, MEC may temporarily suspend all or a portion of the City’s rights to DEF output. During any period of suspension under this Section 13.3, the City’s share of DEF output shall revert to MEC to be disposed of by MEC at MEC’s discretion; provided that MEC shall be obligated to mitigate its losses resulting from the City’s Payment Default by exercising reasonable efforts to sell the reverted DEF output; and provided further, that the City’s obligation to make payments under this Agreement shall not be eliminated or reduced except to the extent MEC has mitigated its losses. Such suspension and disposition of the share of reverted DEF output shall continue until the earlier of (i) the cure of such Payment Default or (ii) the City’s rights under this Agreement have been permanently transferred or sold in accordance with Section **Error! Reference source not found.**

13.4 Termination of Entitlement. If at any time the City fails to cure a Payment Default within sixty (60) days, its rights under this Agreement shall immediately and permanently be terminated; provided, however, that the City’s obligation to make payments under this Agreement shall not be eliminated or reduced except to the extent

provided in Section **Error! Reference source not found..** MEC shall promptly provide notice of any such termination to all purchasers from MEC of DEF output.

13.5 No Termination by the City. In response to any Event of Default by MEC, the City shall not have the right to terminate this Agreement.

13.6 No Liability of MEC Relating to Provision of Information. Notwithstanding any provision to the contrary contained in this Agreement, the Parties acknowledge and agree that MEC shall not be liable for monetary damages to the City arising from or in connection with any reports, notices, certificates, documents, information or data of any kind or nature (whether or not prepared by or on behalf of MEC) provided to the City pursuant to or in connection with this Agreement.

ARTICLE FOURTEEN: REPRESENTATIONS AND WARRANTIES

14.1 MEC's Representations. MEC hereby makes the following representations, warranties and covenants to the City as of the Effective Date and through the end of the Term:

- (a) MEC is a governmental entity and body public and corporate duly organized, validly existing and in good standing under the laws of the State of Missouri, and has the legal power to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.
- (b) The execution, delivery and performance by MEC of this Agreement have been duly authorized by all necessary action.
- (c) This Agreement constitutes the legal, valid and binding obligation of MEC, enforceable in accordance with its terms.
- (d) There is no pending, or to the knowledge of MEC, threatened action or proceeding affecting MEC before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, MEC's sole continuing covenant with respect to this Section 14.1(d) shall be to take all necessary and reasonable actions to defend the enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.

14.2 The City's Representations. The City hereby makes the following representations, warranties and covenants to MEC as of the Effective Date and through the end of the Term:

- (a) The City is a municipality, political subdivision of the State of Missouri, or both, and has the legal power to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry

out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

(b) The execution, delivery and performance by the City of this Agreement have been duly authorized by all necessary action.

(c) This Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

(d) There is no pending, or to the knowledge of the City, threatened action or proceeding affecting the City before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, the City's sole continuing covenant with respect to this Section 14.2(d) shall be to take all necessary and reasonable actions to defend the enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.

(e) The City is and shall remain throughout the term of this Agreement a member or advisory member of MEC.

(f) The City is and shall remain throughout the term of this Agreement a "political subdivision" of the state of Missouri within the meaning of Section 103(a) of the Internal Revenue Code.

(g) The City will establish, maintain and collect such rates, fees and charges for the electric service of its electric utility system so as to provide revenues at least sufficient to enable the City to make all payments required to be made by it under this Agreement and any other agreements with respect to its electric utility.

(h) The obligations of the City to make payments under this Agreement shall be limited to the obligation to make payments from revenues of its electric utility system and available electric utility system reserves. All payments made by the City pursuant to this Agreement shall constitute operation and maintenance expenses of its electric utility system. The City shall not be obligated to levy any taxes for the purpose of paying any amount due under this Agreement. The City shall not issue any evidence of indebtedness with a lien on electric system revenues that is prior to the payment of operating and maintenance expenses.

(i) The City covenants to maintain its electric system in good repair in accordance with Good Utility Practice, to cooperate with MEC, and to keep accurate records and accounts.

(j) The City shall not sell, lease or otherwise dispose of all or substantially all of its electric system, nor shall the City assign all or any part of its Pro-Rata Share or any or all of its interests under this

Agreement, except upon the approval of MEC pursuant to Article 11, such approval not to be unreasonably withheld or delayed.

(k) The City shall not use or permit to be used any of its share of the DEF output associated with the MEC New Entitlement acquired under this Agreement, or to operate its system in any manner or for any purpose, or take or omit to take any action which could, either alone or in conjunction with any other similar actions by the City or other purchasers from MEC of DEF output, result in loss of the exclusion from gross income for federal income tax purposes of the interest on any bonds issued or thereafter issuable by MEC for DEF.

ARTICLE FIFTEEN: CREDITWORTHINESS

The City shall provide such financial information and operating data as MEC is required to obtain from the DEF Power Purchasers to fulfill MEC's obligations under the Participation Agreement and/or the continuing disclosure requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

ARTICLE SIXTEEN: MISCELLANEOUS

16.1 Applicable Law. The rights and obligations of the Parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Missouri, without regard to conflicts of law doctrines.

16.2 Jury Trial. EACH OF THE PARTIES WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

16.3 Notices. Unless otherwise expressly provided for in this Agreement, all communications and notices to a Party in connection with this Agreement shall be in writing, by facsimile or by email, and any such notice shall become effective (a) upon personal delivery thereof, including by overnight mail or next Business Day or courier service, (b) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, (c) in the case of notice by facsimile, upon transmission thereof, provided that in addition to such transmission a confirmation copy of the notice is also provided promptly by either of the methods set forth in clause (a) or (b) above, or (d) in the case of email, upon transmission thereof, provided that in addition to such transmission a confirmation copy of the notice is also provided by either of the methods set forth in clause (a) or (b) above. All notices provided by the means described in clauses (a), (b), (c) or (d) above shall be addressed as

follows, or to such other address as any Party may designate by written notice to the other Parties.

For notice to MEC:

Missouri Electric Commission
2200 Maguire Blvd.
Columbia, MO 65201
Attention: President and CEO
Telephone: (573) 445-3279
FAX: (573) 445-0680

With a copy to E-mail: contractnotices@mpua.org

For notice to City:

16.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

16.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law; but if any provision of this Agreement shall be prohibited by or deemed invalid under any applicable Law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

16.6 Parties Bound. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

16.7 Third-Party Beneficiaries. Except as expressly provided herein, none of the provisions of this Agreement are intended for the benefit of any Person other than the Parties, their respective successors and permitted assigns.

16.8 Entire Agreement. This Agreement states the rights of the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, oral or written, with respect thereto.

16.9 Headings and Table of Contents. Section headings and the table of contents used in this Agreement (including headings used in any schedules, addenda annexes and/or exhibits attached hereto) are for convenience of reference only and shall not affect the construction of this Agreement.

16.10 Schedules and Addenda. The Schedules and Addenda together with all attachments referenced therein, are incorporated herein by reference and made a part hereof.

16.11 Amendments and Waivers.

(a) This Agreement may not be amended, supplemented or otherwise modified, other than pursuant to an instrument or instruments in writing executed by the Parties. The Parties acknowledge that the documents to be entered into by MEC in connection with the financing of all or a portion of its Undivided Interest in DEF may contain provisions restricting the right of the Parties to amend, modify or alter this Agreement.

(b) No waiver by either Party of any one or more defaults by the other Party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature. Any delay, less than any applicable statutory period of limitations, in asserting or enforcing any rights under this Agreement shall not be deemed a waiver of such rights. Failure of either Party to enforce any provisions hereof shall not be construed to waive such provision, or to affect the validity of this Agreement or any part thereof, or the right of the Party thereafter to enforce each and every provision thereof.

16.12 No Joint Venture. Any intention to create a joint venture or partnership relation between or among the Parties is hereby expressly waived.

16.13 Survival. Except for Articles Ten, Twelve and Thirteen, Section 9.4, and Article Eight (to the extent applicable to obligations arising prior to termination), which shall survive termination of this Agreement, and except as otherwise expressly provided in this Agreement, the representations, warranties and obligations of each Party contained in this Agreement shall not survive the termination of this Agreement either in its entirety or as to a particular Party in accordance with its terms.

16.14 Further Assurances. Each Party shall promptly and duly execute and deliver such further documents and assurances for and take such further actions reasonably requested by the other Parties, all as may be reasonably necessary to carry out the purposes of this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed and delivered under seal by its duly authorized representative as of the date set forth below.

MISSOURI ELECTRIC COMMISSION

By: _____
Name: John Twitty
Title: President and CEO

Dated: _____

CITY OF CARTHAGE

By: _____
Name:
Title:

Dated: _____

SCHEDULE 4.1

Purchase Percentage of City:

Entity	Purchase Percentage	Megawatts	Effective Date
Carthage	3.9%	25 MW	6/1/2026

SCHEDULE 9.5

Participant Agreement confidentiality provisions:

“Confidential Information” has the meaning specified in Section 19.13.

Section 19.13 Confidentiality. No Participant shall disclose or otherwise make available to any other Person (other than such Participant’s Affiliates, employees, officers, directors, legal advisors, financial advisors, rating agencies and accountants, and current or prospective lenders, Participant Lenders or prospective purchasers provided each such Person agrees to maintain the confidentiality of such information) the terms of this Agreement and the Books and Records (“Confidential Information”) without the prior written consent of the other Participants, except to the extent that disclosure of such Confidential Information is required by court order, a Governmental Authority or Applicable Law (including the Kansas Open Records Act (KORA), K.S.A. 45-215 et seq., as amended, the Kansas Open Meetings Act (KOMA), KSA 75-4317 et seq., the Missouri Sunshine Law, Mo. Rev. Stat. § 610.010 et seq, and any federal or state securities Laws) or the rules of any recognized national stock exchange. Confidential Information shall not include information which (a) the Participant can demonstrate was known to it prior to its disclosure by another Participant; (b) is, or later becomes, public knowledge without breach of this Section 19.13 by such Participant; (c) was received by such Participant from a Third Party without obligation of confidentiality; or (d) is developed by such Participant independently from Confidential Information received from the other Participants, as evidenced by appropriate documentation. In the event that disclosure of Confidential Information in the possession of a Participant is required by any Governmental Authority, Applicable Law (other than KORA, KOMA, the Missouri Sunshine Law, or any federal or state securities Laws) or the rules of any recognized national stock exchange, the Participant subject to such requirement shall promptly notify the other Participants of the request or demand. Any Participant receiving notice of such disclosure requirement may, at its own expense, intervene to prevent disclosure or to seek to obtain confidential treatment for all or a portion of the Confidential Information required to be disclosed. Notwithstanding the foregoing, Participants are authorized to disclose to the public any information necessary for the Participant’s compliance with Federal Securities Laws related to the issuance of any financing obligations, or to comply with reasonable requests from any underwriters, prospective lenders or rating agencies.

An Ordinance to amend sections of Chapter 13 of the Carthage Code by adding a section for discharging of weapons inside the City limits, for the City of Carthage, Missouri.

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

SECTION I: Chapter 13 of the Carthage Code is hereby amended by adding subsection 13-146 to read as follows:

Sec. 13-146. Discharge of firearms restricted, exceptions.

(a) It shall be unlawful for any person to use, shoot or discharge any firearm, rifle, gun, revolver, shotgun, BB gun, pellet gun, paint ball gun, slingshot, bow, crossbow or other device, whether the same is loaded with powder and ball, shot or other projectile and any kind of explosives whatsoever, within the city limits.

(b) Subject to the provisions and terms of applicable federal, state or local laws, ordinances, rules and regulations, subsection (a) of this section shall not apply to:

(1) All state, county and municipal peace officers possessing the duty and power of arrest for violation of the general criminal laws of the state or for violation of ordinances of counties or municipalities of the state, while performing their official duty, whether such officers are within or outside their jurisdictions or on or off duty, or any person summoned by such officers to assist in making arrests or preserving the peace while actually engaged in assisting such officer.

(2) Members of the armed forces or national guard while performing their official duty, which includes firearms practice within the confines of the Missouri National Guard armory.

(3) Those persons vested by article V, section 1 of the state Constitution with the

judicial power of the state and those persons vested by article III of the Constitution of the United States with the judicial power of the United States, the members of the federal judiciary, while performing their official duty.

(4) Any person whose bona fide duty is to execute process, civil or criminal, while performing their official duty.

(5) Any federal probation officer, while performing their official duty.

(6) Any state probation and parole officer, including supervisors and members of the board of probation and parole, authorized to carry a firearm pursuant to RSMo 217.710, while performing their official duty.

(7) Any coroner or deputy coroner, while performing their official duty.

(8) Wardens, superintendents, and keepers of prisons, penitentiaries, jails and other institutions for the detention of persons accused or convicted of crime, while performing their official duty.

(9) Persons lawfully discharging firearms in the lawful self-defense.

(10) Students of the city public school system training in firearm and bow and arrow safety, or practicing and performing for interschool archery competitions, under the supervision of a teacher or coach.

(11) Any archery range conducted in any enclosed building constructed for that purpose.

(12) Any properly licensed shooting gallery.

(c) Definitions:

(1) For the purposes of this section, terms and phrases used herein shall have the definitions given them under RSMo 571.010.

(2) “shooting gallery” means a totally enclosed facility designed to offer a totally controlled shooting environment that includes impenetrable walls,

floor and ceiling, adequate ventilation and lighting systems, and acoustical treatment for sound attenuation suitable for the range's approved use.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Safety

COUNCIL BILL NO. 23-14

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CARTHAGE, MISSOURI AMENDING THE CARTHAGE CITY CODE BY ADDING SECTION 13-158 TO INCLUDE REGULATIONS FOR ADULT USE MARIJUANA, IN THE CITY OF CARTHAGE MISSOURI.

WHEREAS, on November 8, 2022, the voters of the State of Missouri approved Constitutional Amendment 3, legalizing adult use marijuana in the State; and,

WHEREAS, the recent changes to State Constitution related to adult use marijuana require amending the Municipal Code of the City of Carthage, Missouri; and,

WHEREAS, it is the desire of the City Council of Carthage, Missouri to continue to regulate the use and possession of marijuana within the City to the extent allowed by Article XIV of the Missouri Constitution.

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

Section 1. Chapter 13 of the Municipal Code is hereby amended to read as follows:

Section. 13-158. Possession of Marijuana

- A. Except and only to the extent as authorized by Article XIV of the Missouri Constitution including any and all rules and regulations promulgated by the department relating to legalized medical marijuana or legalized adult use marijuana, it shall be unlawful for any person to knowingly use, or possess with intent to use, drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance, or imitation controlled substance in violation of this article.
- B. The definitions used in this Section shall be the same as used in Missouri Constitution Section 2 Amendment XIV.
- C. No person shall knowingly possess a controlled substance, except and only to the extent as authorized by RSMo Ch. 579 or RSMo Ch. 195, as amended.
- D. In any complaint, information, or indictment, and in any action or proceeding brought for the enforcement of any provision of this section, it shall not be necessary to include any exception, excuse, proviso, or exemption contained in: (i) this section, as amended, (ii) RSMo Ch. 579, as amended, or (iii) RSMo Ch. 195, as amended, and the burden of proof of any such exception, excuse, proviso or exemption shall be upon the defendant.

- 1. No person under the age of twenty-one years shall knowingly possess marijuana

except as provided by Article XIV of the Missouri Constitution.

2. A person at least twenty-one years of age may not purchase, possess, consume, use, ingest, inhale, process, transport, deliver without consideration, or distribute without consideration except as permitted under Article XIV of the Missouri Constitution, as amended, over three ounces of dried, unprocessed marijuana, or its equivalent.
3. A person at least twenty-one years of age may not possess, transport, plant, cultivate, harvest, dry, process, or manufacture more than six flowering marijuana plants, six nonflowering marijuana plants (over fourteen inches tall), and six clones (plants under fourteen inches tall) in violation of Article XIV of the Missouri Constitution.
4. A person may not purchase, possess, use, deliver, distribute, manufacture, transfer, or sell to persons under twenty-one years of age marijuana accessories, except as provided by Article XIV of the Missouri Constitution.
5. No person shall knowingly possess more than twice the amount of marijuana as authorized by Article XIV of the Missouri Constitution.
6. The following may possess marijuana pursuant to Article XIV of the Missouri Constitution and its accompanying State regulations:
 - a. A qualifying patient for the patient's own personal use, provided that a qualifying patient shall not possess more than four (4) ounces of dried, unprocessed marijuana in a thirty (30) day period, unless such patient is able to possess more than such limits pursuant to 19 CSR 30-095.030(5)(E), as amended, in which case such person shall not possess more than amount of marijuana the person's two (2) physicians have certified the person to possess;
 - b. A primary caregiver for a qualifying patient(s), but only when transporting marijuana to a qualifying patient(s) or when accompanying a qualifying patient(s); and
 - c. An owner or employee of a medical marijuana facility licensed by the State of Missouri while on the premises of said facility, or when transporting to a qualified patient's or primary caregiver's residence or another medical marijuana facility licensed by the State of Missouri.
 - d. An adult at least twenty-one (21) years of age.
7. In any complaint or information, and in any action or proceeding brought for the enforcement of any provision of any applicable statutory authority in the State of Missouri, it shall not be necessary to include any exception, excuse,

proviso, or exemption of any applicable statutory authority in the State of Missouri, and the burden of proof of any such exception, excuse, proviso or exemption shall be upon the defendant.

8. Any person under the age of twenty-one years old in possession of medical marijuana, including a marijuana-infused product, shall, immediately upon request of any law enforcement officer, produce a valid identification card issued by either the department or the respective equivalent identification card or authorization issued by another state or political subdivision of another state, authorizing the person to possess the amount of marijuana in such person's possession as provided by Article XIV of the Missouri Constitution, as amended. Any person who fails to produce such identification card as required by this section shall be guilty of the offense of failure to produce a medical marijuana identification card.
9. No person shall consume marijuana, including marijuana for medical use, in a public place. As used in this section only, "public place" means the same as the term defined by applicable Missouri Regulations, as amended, which is any public or private property, or portion of public or private property, that is open to the general public, including, but not limited to, sidewalks, streets, bridges, parks, schools, and businesses. However, for purposes of designating a nonpublic place within a public place, the owner or entity with control of any such property may, but is not required to, provide one (1) or more enclosed, private spaces where one (1) qualifying patient and, if required by the owner or entity with control of any such property, a representative of such owner or entity, may congregate for the qualifying patient to consume medical marijuana. The qualifying patient may be accompanied by the family of the qualifying patient, the qualifying patient's primary caregiver, and/or the qualifying patient's physician. The owner or entity with control of any such property may provide such a space by individual request or designate such a space for ongoing use and may limit use of medical marijuana in that space to uses that do not produce smoke. Any such permission shall be given in writing and provided to the qualifying patient or publicly posted prior to a qualifying patient's use of medical marijuana in that space. "Public place" shall not include:
 - a. The residence of the person administering medical marijuana or the residence of another person when the person in control of that property has consented to the administering of marijuana; or
 - b. A licensed medical facility with the consent of the person or persons in charge of that facility.
10. It shall be unlawful for any person over the age of twenty-one to have the plants and any marijuana in excess of three ounces:
 - a. Kept at one private residence visible by normal, unaided vision from a

public place; or

- b. Kept in an unlocked space.

11. Consumption of adult use marijuana in public.

- a. No person shall consume adult use marijuana in a public place.

- b. As used in this section only, "public place" means the same as the term defined by applicable Missouri Regulation, as amended, which is any public or private property, or portion of public or private property, that is open to the general public, including, but not limited to, sidewalks, streets, bridges, parks, schools, and businesses. "Public place" shall not include:

- i. The residence of the person consuming adult use marijuana or the residence of another person when the person in control of that property has consented to the consumption of adult use marijuana; or
- ii. An area licensed by the authorities having jurisdiction over the licensing and/or permitting of said activity.

12. Except and only to the extent as authorized by Article XIV of the Missouri Constitution, as amended, including any and all rules and regulations promulgated by the department relating to legalized medical marijuana or legalized adult use marijuana, it shall be unlawful for any person under twenty-one years of age to knowingly use, or possess with intent to use, marijuana accessories to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body marijuana, or imitation marijuana in violation of this article, other than medical marijuana as allowed under Article XIV of the Missouri Constitution.

13. Subject to the limitations in subsection 3 of Article XIV of the Missouri Constitution, the penalty for marijuana offenses shall be punishable as follows:

- a. A person who cultivates marijuana plants that are visible by normal, unaided vision from a public place is subject to a civil penalty not exceeding two hundred and fifty dollars and forfeiture of the marijuana, as authorized under Article XIV of the Missouri Constitution, as amended.
- b. A person who cultivates marijuana plants that are not kept in a locked space is subject to a civil penalty not exceeding two hundred and fifty

dollars and forfeiture of the marijuana, as authorized under Article XIV of the Missouri Constitution, as amended.

- c. A person who smokes marijuana in a public place is subject to a civil penalty not exceeding one hundred dollars, as authorized under Article XIV of the Missouri Constitution, as amended.
- d. A person who is under twenty-one years of age who possesses, uses, ingests, inhales, transports, delivers or distributes marijuana, or possesses, delivers or distributes marijuana accessories is subject to a civil penalty not to exceed one hundred dollars and forfeiture of the marijuana. Any such person shall be provided the option of attending up to four hours of drug education or counseling in lieu of the fine, as authorized under Article XIV of the Missouri Constitution, as amended.
- e. A person who possesses or produces, delivers without receiving any consideration or remuneration, or possesses with intent to deliver not more than twice the amount of marijuana to a person who is at least twenty-one years of age, as authorized under Article XIV of the Missouri Constitution, as amended:
 - i. For a first violation, is subject to a civil infraction punishable by a civil penalty not exceeding two hundred and fifty dollars and forfeiture of the marijuana;
 - ii. For a second violation, is subject to a civil infraction punishable by a civil penalty not exceeding five hundred dollars and forfeiture of the marijuana;
 - iii. For a third or subsequent violation, is subject to a violation punishable by a fine not exceeding one-thousand dollars and forfeiture of the marijuana;
 - iv. For a person under twenty-one years of age is subject to a civil penalty not to exceed two hundred and fifty dollars. Any such person shall be provided the option of attending up to eight hours of drug education or counseling in lieu of the fine; and
 - v. In lieu of payment, penalties under this subsection may be satisfied by the performance of community service. The rate of pay-down associated with said service option will be the greater of \$15 or the minimum wage in effect at the time of judgment.”

14. Pursuant Subsection 3 of Article XIV of the Missouri Constitution the following acts are prohibited and there are no constitutional protection or punishments prescribed for the following. It shall be unlawful to:

- a. Deliver or distribute marijuana or marijuana accessories, with or without consideration, to a person younger than twenty-one years of age;

- b. Operate or be in physical control of any motor vehicle, train, aircraft, motorboat, or other motorized form of transport while under the influence of marijuana. Notwithstanding the foregoing, a conviction of a person who is at least twenty-one years of age for any applicable offenses shall require evidence that the person was in fact under the influence of marijuana at the time the person was in physical control of the motorized form of transport and not solely on the presence of tetrahydrocannabinol (THC) or THC metabolites, or a combination thereof, in the person's system;
 - c. Consume marijuana while operating or being in physical control of a motor vehicle, train, aircraft, motorboat, or other motorized form of transport while it is being operated;
 - d. Smoke marijuana within a motor vehicle, train, aircraft, motorboat, or other motorized form of transport while it is being operated;
 - e. Possess or consume marijuana or possess marijuana accessories on the grounds of a public or private preschool, elementary or secondary school, institution of higher education, in a school bus, or on the grounds of any correctional facility;
 - f. Smoke or burn marijuana in a location where smoking tobacco is prohibited;
 - g. Undertake any task while under the influence of marijuana, if doing so would constitute negligence, recklessness, or professional malpractice or would endanger others; or
 - h. Perform solvent-based extractions on marijuana using solvents other than water, glycerin, propylene glycol, vegetable oil, or food-grade ethanol, unless licensed for this activity by the State of Missouri.
- E. Severability: The provisions of this Ordinance shall be severable. In the event that any provision of this Ordinance is found by a court of competent jurisdiction to be unconstitutional, the remaining provisions of this Ordinance are valid unless the Court finds the valid provisions of this ordinance are so essentially and inseparably connected with, and so dependent upon, the void provision that it cannot be presumed that the City Council would have enacted the valid provisions without the void ones or unless the Court finds that the valid provisions, standing

alone, are incomplete and incapable of being executed in accordance with the legislative intent.

F. **Repeal of Conflicting Ordinances.** All parts of ordinances in conflict herewith are hereby repealed.

Section 2. That this Ordinance shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Safety Committee

COUNCIL BILL NO. 23-15

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into a contract with **CXT** for restroom facilities in four City Parks for the amount of Four Hundred Seventy-Seven Thousand Three Hundred Five and 00/100 (\$477,305.00).

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 CXT for restroom facilities in four parks, Municipal, Carter, Kellogg Lake, and Griggs, for the amount of Four Hundred Seventy-Seven Thousand Three Hundred Five and 00/100 (\$477,305.00), a copy of which agreement is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Services Committee



INSTALLATION SUGGESTIONS FOR DAKOTA FLUSH RESTROOM

1.0 MEASUREMENTS

A. Building

Check drawing for actual dimensions and weight.

Weight:	78,000
Width:	11' 6"
Length:	26' 0"
Height:	12' 0"

2.0 INSTALLATION

A. Access to Site

Should the customer feel that site is not accessible, it would be up to the customer to contact CXT®. A determination of changes and accessibility should be made at least 30 days prior to delivery date. Delivery to site is made on semi-trucks and specialized trailers. If at the time of delivery conditions of access are hazardous or unsuitable for truck and equipment due to weather, physical constraints, roadway width or grade, the building must be off-loaded to a storage area until the site is made accessible. In any such case, additional costs for cranes, trucking, etc. will be charged to the account of the customer.

B. Placement

The floor of the building should be the high spot of the chosen site. Finished floor elevation should be 3-6" above the natural grade level with pathway slopes up to meet the entryway.

C. Excavation and Compaction

The base area for the building should extend beyond the floor by at least 6" in each direction. Excavation of the area must be large enough and deep enough to accommodate the base area. Water, sewer, electrical, etc. lines need to be placed before base material is added and compacted. See drawings for placement of utilities. Compact the bottom of the area prior to placing base material. A *minimum* of 6" of a compacted $\frac{3}{4}$ " minus angular gravel material (i.e., road base) should be used as the base material. The material should be placed level and compacted to support a minimum of 1500 pounds per square foot. The base must be confined to prevent washout erosion or any other undermining. This base will provide support, leveling, and drainage. The base also limits frost action.

The base area should be prepared for any concrete apron at the same time as it is prepared for the building if it is to be added shortly after installation of the facility itself.

D. Recommended Lifting Equipment

CXT can provide a drawing of the recommended lifting/rigging arrangement. Crane of appropriate capacity to lift and place building onto designated site.

E. Post-Tensioning and Connection

Building section should be lifted into place as close as possible without damaging the sections. Once sections are aligned run post-tension cables (provided) through the holes cast into the floor. Use hydraulic post-tensioning device to cinch the building sections together. Pull on the cables evenly to ensure building sections remains square. Leave cables at tension. Cut off excess cable length and grout over holes. Weld sections together at weld plates provide on the interior of the chase area. Use caulk provided to seal building sections.

F. Utility Connection

Mechanical drawings can be provided showing locations of stub up area, plumbing and electrical hook-ups.

Utilize a licensed electrician and plumber to hook up all electrical and plumbing utilities from building section to building section and from the building itself and the stubbed-up utilities that came up through the customer prepared gravel pad.



FLUSH RESTROOMS

SIMPLE TO INSTALL

CXT® buildings require minimal site preparation and can typically be in use on the day of installation.

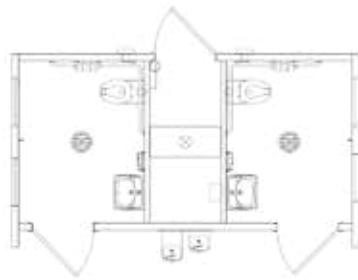
READY TO USE

Our buildings are prefabricated and delivered complete and ready to use, including plumbing and electrical where applicable.

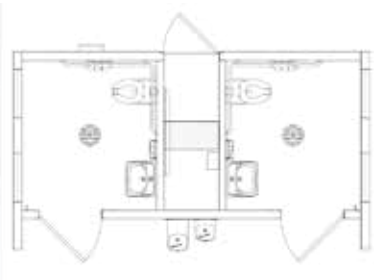
EASY TO MAINTAIN

Our interiors are designed to resist abusive wear and can be cleaned quickly with warm soapy water and a brush.

SINGLE USER



CORTEZ



DENALI



OZARK II



OZARK I

Floor plans for reference only.

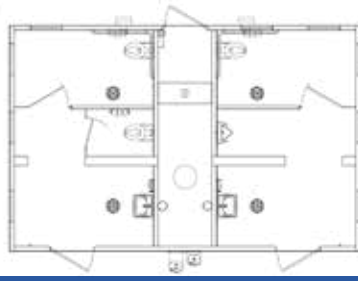


Engineered to withstand snow, wind, flood, and zone-4 seismic loads.

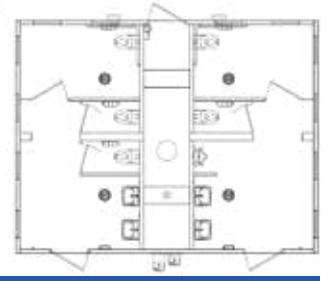
MULTI USER



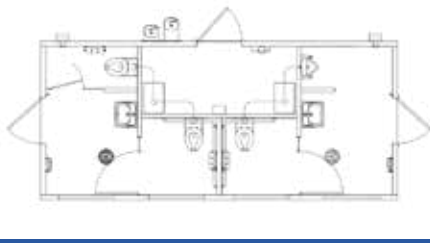
MONTROSE



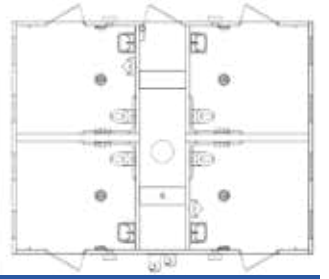
TAOS



KODIAK



ARAPAHOE



Floor plans for reference only.

UTILITIES

- Pre-wired, pre-plumbed, and tested before shipping to meet local code requirements.
- Concealed within the chase/storage area for easy hook up and maintenance, and to reduce vandalism.

HOOK UP AND INSTALLATION

- Minimal site work is required.
- Water, sewage and electrical utility lines are stubbed up through the prepared base material to match up with the utility blockout within the floor of the chase area.
- Hookup of the three utility lines can be completed in a matter of hours.



- Vandal resistant building and toilet components
- 4" thick steel reinforced concrete walls
- 5" thick steel reinforced concrete roof and floors
- Will not rot, rust or burn
- Available in 28 different colors
- Custom textures and colors also available



www.cxtinc.com ▪ 800.696.5766

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LB Foster
CXT® Products



INSTALLATION SUGGESTIONS FOR TAOS FLUSH RESTROOM

1.0 MEASUREMENTS

A. Building

Check drawing for actual dimensions and weight.

	<u>Section A</u>	<u>Section B</u>
Weight:	74,200	72,650
Width:	11' 6"	11' 6"
Length:	26' 0"	26' 0"
Height:	12' 0"	12' 0"

2.0 INSTALLATION

A. Access to Site

Should the customer feel that site is not accessible, it would be up to the customer to contact CXT®. A determination of changes and accessibility should be made at least 30 days prior to delivery date. Delivery to site is made on semi-trucks and specialized trailers. If at the time of delivery conditions of access are hazardous or unsuitable for truck and equipment due to weather, physical constraints, roadway width or grade, the building must be off-loaded to a storage area until the site is made accessible. In any such case, additional costs for cranes, trucking, etc. will be charged to the account of the customer.

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Mechanical drawings can be provided showing locations of stub up area, plumbing and electrical hook-ups.

Utilize a licensed electrician and plumber to hook up all electrical and plumbing utilities from building section to building section and from the building itself and the stubbed-up utilities that came up through the customer prepared gravel pad.



CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):

Remitting by check:

CXT, Inc., PO Box 643343, Pittsburgh, PA 15264-3343

Remitting by ACH or wire transfer:

Beneficiary: CXT, Inc.

Beneficiary Bank: PNC Bank, Pittsburgh, PA

Account: 1019282233 ABA/Routing: 043000096

Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform

delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <http://www.cxtinc.com>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-1/2% of contract price per month or any part of any month will be charged.

****Customer is responsible for all local permits and fees.**

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: Payment to CXT by the purchaser shall be made net 30 days after submission of the invoice to the purchaser on approved credit. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

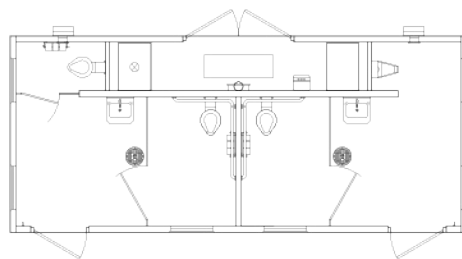
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- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.

- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.



Dakota with chase restroom building. Standard features include simulated barnwood texture walls, simulated cedar shake textured roof, vitreous china fixtures, 4-gallon water heater, interior and exterior lights, off loaded, and set up at site.

Base Price			Price per unit	Click to select
Dakota 11' x 26'			\$	
Added Cost Options:				
Final Connection to Utilities			\$	
Optional Wall Texture -choose one	Split Face Block (\$4,000)	Struck Trowel (\$4,000)		
Optional Roof Texture -choose one	Delta Rib		\$	
Insulation and Heater			\$	
Stainless Steel Water Closet (each)	Qty:		\$	
Stainless Steel Lavatory (each)	Qty:		\$	
Stainless Steel Urinal (each)	Qty:		\$	
Electric Hand Dryer (each)	Qty:		\$	
Electronic Flush Valves (each)	Qty:		\$	
Electronic Lavatory Faucets (each)	Qty:		\$	
Electronic Urinal Valve (each)	Qty:		\$	
Exterior Mounted ADA Drinking Fountain w/Cane Skirt	Qty:		\$	
Optional Door Closure (each)	Qty:		\$	
Skylight in Restroom (each)	Qty:		\$	
Marine Grade Skylight in Restroom (each)	Qty:		\$	
Marine Package for Extra Corrosion Resistance			\$	
Tile Floor in Restroom			\$	
Fiberglass Entry and Chase Doors and Frames	Qty:		\$	
2K Anti-Graffiti Coating			\$	
Timed Electric Lock System (2 doors - does not include chase door)	Qty:		\$	
Exterior Frostproof Hose Bib with Box (each)	Qty:		\$	
Paper Towel Dispenser (each)	Qty:		\$	
Toilet Seat Cover Dispenser (each)	Qty:		\$	
Sanitary Napkin Disposal (each)	Qty:		\$	
Baby Changing Station (each)	Qty:		\$	
CXT Wastebasket (each)	Qty:		\$	
Total Cost of Selected Accessories from Accessories Price List:			\$	
Custom Options:			\$	
Engineering and State Fees:			\$	
Estimated One-Way Transportation Costs to Site (Quote):			\$	
Estimated Tax:			\$	
Estimated monthly payment on 5 year lease			Total Cost Per Unit Placed at Job Site:	\$

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative

Date



I accept this quote. Please process this order.

Company Name

Customer

Date

Exterior Color Options:

(For single color mark an X or for two tone combinations use W = Walls / R = Roof.)

☐ Amber Rose	☐ Liberty Tan	☐ Berry Mauve	☐ Sage Green
☐ Toasted Almond	☐ Oatmeal Buff	☐ Buckskin	☐ Rosewood
☐ Sun Bronze	☐ Golden Beige	☐ Mocha Carmel	☐ Malibu Taupe
☐ Sand Beige	☐ Natural Honey	☐ Salsa Red	☐ Java Brown
☐ Pueblo Gold	☐ Cappuccino Cream	☐ Coca Milk	☐ Raven Black
☐ Granite Rock	☐ Georgia Brick	☐ Western Wheat	☐ Nuss Brown
☐ Rich Earth	☐ Charcoal Grey	☐ Hunter Green	☐ Evergreen

Special roof color # _____

Special wall color # _____

Special trim color # _____

(Sage green, hunter and evergreen colors are not available in colored through concrete.)

Rock Color Options:

Basalt Mountain Blend Natural Grey Romana

Roof Texture Options:

Cedar Shake Ribbed Metal

Wall Texture Options:

(For single texture mark an X or for different top and bottom textures use T = Top / B = Bottom.)

Barnwood	Horizontal Lap	Napa Valley Rock	} Can only be used as bottom texture.
Split Face Block	Board & Batt	River Rock	
Stucco/Skip Trowel	Brick	Flagstone	

(Textures not included in CXT's quote are additional cost.)

Door Opener Options:

Non-locking ADA Handle Pull Handle/Push Plate
Privacy ADA Latch

Deadbolt Options:

CXT Supplied Customer Supplied: _____
Type & Part Number

Accessible Signage Options:

Men Women Unisex

Paper Holder Options:

2-Roll Stainless Steel 3-Roll Stainless Steel

Notes:



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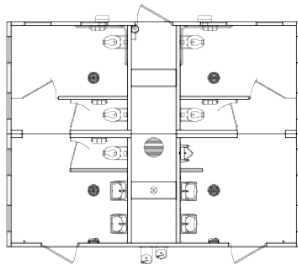
9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.

- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.



Taos with chase restroom building. Standard features include simulated barnwood texture walls, simulated cedar shake textured roof, vitreous china fixtures, 30-gallon water heater, interior and exterior lights, off loaded, and set up at site.

Base Price				Price per unit	Click to select
Taos 20' x 26'				\$	
Added Cost Options:					
Final Connection to Utilities				\$	
(per section)	Optional Wall Texture -choose one	Split Face Block (\$4,000)	Struck Trowel (\$4,000)	Stone (\$5,500)	
	Optional Roof Texture	Delta Rib		\$	
	Insulation and Heaters			\$	
	Stainless Steel Water Closet (each)	Qty:	\$		
	Stainless Steel Lavatory (each)	Qty:	\$		
	Stainless Steel Urinal (each)	Qty:	\$		
	Electric Hand Dryers (each)	Qty:	\$		
	Electronic Flush Valves (each)	Qty:	\$		
	Electronic Lavatory Faucets (each)	Qty:	\$		
	Electronic Urinal Valve (each)	Qty:	\$		
	Exterior Mounted ADA Drinking Fountain w/Cane Skirt	Qty:	\$		
	Optional Door Closure (each)	Qty:	\$		
	Skylight in Restroom (each)	Qty:	\$		
	Marine Grade Skylight in Restroom (each)	Qty:	\$		
	Marine Package for Extra Corrosion Resistance (per section)		\$		
	Tile Floor in Restroom (per section)		\$		
	Fiberglass Entry and Chase Doors and Frames	Qty:	\$		
	2K Anti-Graffiti Coating (per section)		\$		
	Timed Electric Lock System (2 doors - does not include chase door)	Qty:	\$		
	Exterior Frostproof Hose Bib with Box (each)	Qty:	\$		
	Paper Towel Dispenser (each)	Qty:	\$		
	Toilet Seat Cover Dispenser (each)	Qty:	\$		
	Sanitary Napkin Disposal (each)	Qty:	\$		
	Baby Changing Station (each)	Qty:	\$		
	CXT Wastebasket (each)	Qty:	\$		
Total Cost of Selected Accessories from Accessories Price List:					\$
Custom Options:					\$
Engineering and State Fees:					\$
Estimated One-Way Transportation Costs to Site (quote):					\$
Estimated Tax:					\$
Estimated monthly payment on 5 year lease				Total Cost per Unit Placed at Job Site:	\$

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative

Date



I accept this quote. Please process this order.

Company Name

Customer

Date

Exterior Color Options:

(For single color mark an X or for two tone combinations use W = Walls / R = Roof.)

☐ Amber Rose	☐ Liberty Tan	☐ Berry Mauve	☐ Sage Green
☐ Toasted Almond	☐ Oatmeal Buff	☐ Buckskin	☐ Rosewood
☐ Sun Bronze	☐ Golden Beige	☐ Mocha Carmel	☐ Malibu Taupe
☐ Sand Beige	☐ Natural Honey	☐ Salsa Red	☐ Java Brown
☐ Pueblo Gold	☐ Cappuccino Cream	☐ Coca Milk	☐ Raven Black
☐ Granite Rock	☐ Georgia Brick	☐ Western Wheat	☐ Nuss Brown
☐ Rich Earth	☐ Charcoal Grey	☐ Hunter Green	☐ Evergreen

Special roof color # _____

Special wall color # _____

Special trim color # _____

(Sage green, hunter and evergreen colors are not available in colored through concrete.)

Rock Color Options:

Basalt Mountain Blend Natural Grey Romana

Roof Texture Options:

Cedar Shake Ribbed Metal

Wall Texture Options:

(For single texture mark an X or for different top and bottom textures use T = Top / B = Bottom.)

Barnwood	Horizontal Lap	Napa Valley Rock	} Can only be used as bottom texture.
Split Face Block	Board & Batt	River Rock	
Stucco/Skip Trowel	Brick	Flagstone	

(Textures not included in CXT's quote are additional cost.)

Door Opener Options:

Non-locking ADA Handle Pull Handle/Push Plate
Privacy ADA Latch

Deadbolt Options:

CXT Supplied Customer Supplied: _____
Type & Part Number

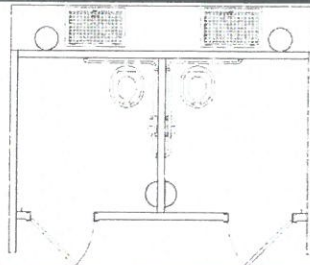
Accessible Signage Options:

Men Women Unisex

Paper Holder Options:

2-Roll Stainless Steel 3-Roll Stainless Steel

Notes:



Tioga Special double vault. Standard features include two polyethylene lined concrete vaults, barnwood textured walls, cedar shake textured roof, off loaded and set up at site.

Base Price		Price per unit	Click to select	
Tioga Special 11' 11" x 14' 4"		\$ 35,550.00		35,550.00
Added Cost Options:				
Earth Work (includes excavation, backfill and cleanup)		\$ 4,500.00	☐	0.00
Chase Option		\$ 3,500.00	☐	0.00
Optional Wall Texture-choose one ☐ Split Face Block (\$2,000) ☐ Struck Trowel (\$2,000) ☐ Stone (\$5,000)				0.00
Optional Roof Texture-choose one ☐ Delta Rib		\$ 3,000.00		0.00
Insulated Roof Panel (per room)	Qty: 2	\$ 1,000.00	☐	0.00
Room Wastebasket (each)	Qty: 2	\$ 150.00	☐	0.00
Stainless Steel Riser (each)	Qty: 2	\$ 1,500.00	☐	0.00
Fiberglass Doors		\$ 1,980.00	☐	
Owl Guard (each)	Qty: 2	\$ 75.00	☐	0.00
Hand Sanitizer (each)	Qty: 2	\$ 100.00	☐	0.00
Marine Package for Extra Corrosion Resistance		\$ 4,250.00	☐	0.00
Solar Light Kit (per room)	Qty: 2	\$ 950.00	☐	0.00
Solar Fan Kit (per room)	Qty: 2	\$ 550.00	☐	0.00
Rain Vent Cap (each)	Qty: 2	\$ 65.00	☐	0.00
Timed Lock System (each)	Qty: 2	\$ 600.00	☐	0.00
Conduit Junction Box (chase only)		\$ 750.00	☐	0.00
Electric Light Package (chase only)		\$ 6,750.00	☐	0.00
Total Cost of Selected Accessories from Accessories Price List:				\$ 0.00
Custom Options: 2023 Pricing				\$ 5,690.00
Engineering and State Fees:				\$ 3,000.00
Estimated One-way Transportation Costs to Site (quote):				\$ 12,000.00
Estimated Tax:				\$
Estimated monthly payment on 5 year lease \$1,130.42				
Total Cost per Unit Placed at Job Site:				\$ 56,240.00

Other Options:

Single Color: (select one)	Two-Tone Color: Walls (select one) Roof (select one)	*Signage: ☐ Men ☐ Women ☐ Unisex ☐ Accessible	Wall Vent Location:(upon entering door) ☐ Right Side ☐ Rear ☐ Left Side ☐ Door
Top Section of Building: (select one)	Bottom Section of Building: (select one)	Rock Color Selection: (select one)	Notes:
Deadbolt Lock: ☐ CXT Supplied	Door Opener: (select option)	Paper Holders: (select one)	

*Building includes restroom signs in Braille and roman lettering.

This price quote is good for 60 days from date below, and is accurate and complete.

Richard Edwards Digitally signed by Richard Edwards
Date: 2023.01.11 08:58:50 -06'00'
CXT Sales Representative
Date

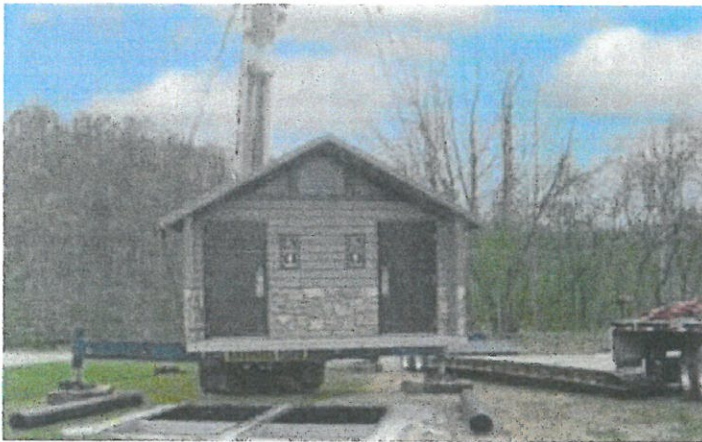
I accept this quote. Please process this order.

Member Name & Number

Customer

SWEET SMELLING TECHNOLOGY

- Designed and placed to ensure an unobstructed airflow over the top of the vent stack for passive ventilation.
- The location of the wall vent and orientation of the building takes advantage of the unobstructed airflow.
- The positive continual air flow carries the vault air out through the vent pipe keeping the building odor-free.



- Vandal resistant building and toilet components
- 4" thick steel reinforced concrete walls
- 5" thick steel reinforced concrete roof and floors
- Will not rot, rust or burn
- Available in 28 different colors
- Custom textures and colors also available



Precast Roof Slab

#3 Reinforcing
Perimeter Bar

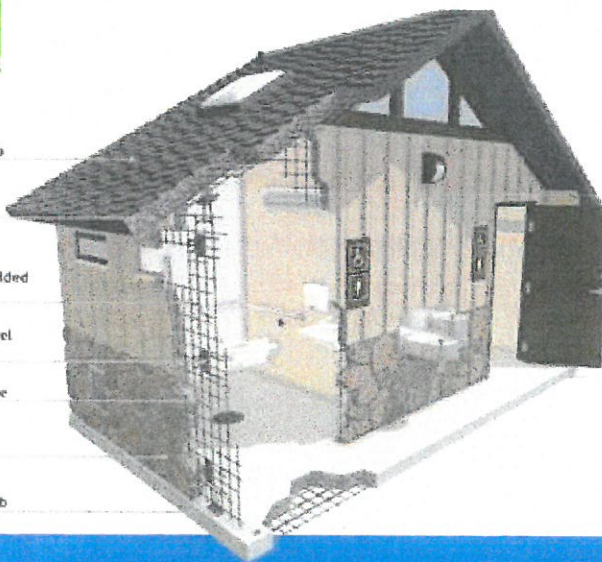
4x4x1/8x1/8 Welded
Wire Fabric

3/8" Studded Steel
Weld Plates

5000 PSI Concrete

Precast Exterior
Wall Panel

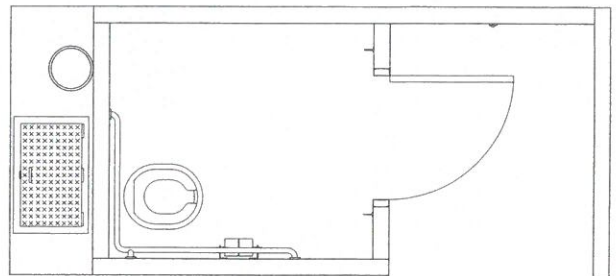
Precast Floor Slab



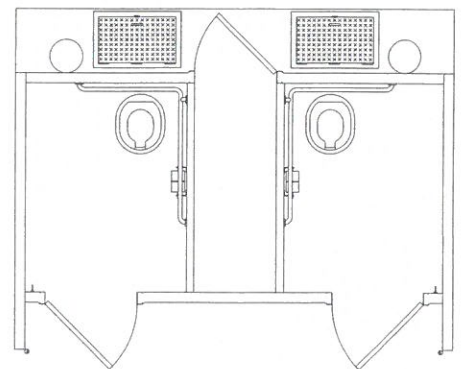
VAULT

- Installed below ground level with vault dimensions that match the perimeter of the building to provide a stable structure that supports the full weight of the building.
- Each holds up to 1,000 gallons of waste (approximately 15,000 uses).
- Sloped so that waste will drain to the clean out end.
- Lined with a black polyethylene liner that is cast into the side walls of the concrete vault using dovetail embeds.

Single Vault



Double Vault



Floor plans for reference only.



AWARDED VENDOR
Contract #2100201



Awarded Contract

Contract # 081721-CXT



Schedule

Contract GS-07F-0602N



www.cxtinc.com ■ 800.696.5766

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CXT Products

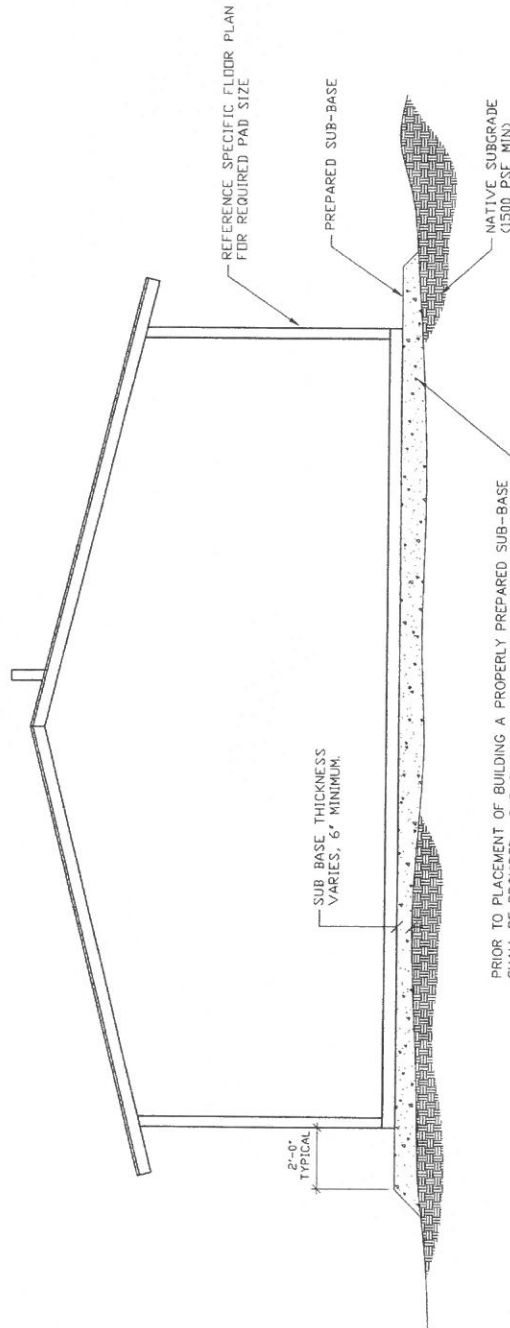
NOTE:

THIS FACTORY ASSEMBLED BUILDING AS CONSTRUCTED PROVIDES A RIGID BOX TYPE STRUCTURAL SYSTEM. VERTICAL LOADS ARE TRANSFERRED PRIMARILY THROUGH BEARING WALLS TO A PREPARED GRANULAR SUB-BASE WHICH DISSEMINATES LOADS UNIFORMLY TO THE NATIVE SUBGRADE AND ALSO ACTS AS A FROST BARRIER DUE TO THE INHERENT STIFFNESS OF THE BUILDING. IT WILL REMAIN SAFE AND STRUCTURALLY SOUND IN THE UNLIKELY EVENT OF FREEZING ACTION BELOW THE BUILDING.

LATERAL LOADS ARE TRANSFERRED TO THE GROUND THROUGH FRICTIONAL RESISTANCE WITHOUT SLIDING OR SHIFTING BETWEEN THE BUILDING FLOOR SLAB AND THE PREPARED SOIL AND GRAVEL SUB-BASE ON WHICH THE BUILDING RESTS. SEISMIC ANALYSES ARE BASED ON LOADS DETERMINED IN ACCORDANCE WITH THE 2003 INTERNATIONAL BUILDING CODE USING THE FOLLOWING PARAMETERS, WHICH MEET OR EXCEED THE CODE PRESCRIBED REQUIREMENTS FOR THIS INSTALLATION:

SPECTRAL ACCELERATIONS: $S_S = 3.41$ & $S_1 = 1.59$;
BEARING WALL SYSTEM WITH CONCRETE SHEAR WALLS, $R = 5.5$ & $\Omega_{MGAO} = 2.5$;
SITE CLASS D;
SEISMIC USE GROUP = I;
20% OF THE 250 PSF SNOW LOAD IS INCLUDED TO DETERMINE SEISMIC LOADS
SOIL/CONCRETE FRICTION FACTOR = 0.35

THIS BUILDING, AS DESIGNED, RESTING ON A PROPERLY PREPARED GRANULAR SUB-BASE WILL BE SAFE AND STRUCTURALLY SOUND FOR VERTICAL AND LATERAL LOADS AS DISCUSSED ABOVE. A FULL DEPTH FOUNDATION WALL AT THE BUILDING PERIMETER, TYPICAL FOR OTHER TYPES OF BUILDING CONSTRUCTION, IS NOT REQUIRED FOR THIS BUILDING.



PRIOR TO PLACEMENT OF BUILDING, A PROPERLY PREPARED SUB-BASE SHALL BE PROVIDED. SUB-BASE SHALL BE A MINIMUM OF 6" THICK AND CONSIST OF 3/4" MINUS CRUSHED ROCK COMPACTED TO 95% OF OPTIMUM DENSITY IN ACCORDANCE WITH ASTM D 1557. FINISHED SURFACE OF SUB-BASE SHALL BE UNIFORM LEVEL, NOT VARYING MORE THAN 1/4" FROM A TRUE HORIZONTAL PLANE. REFER TO BUILDING HANDLING SHEET FOR SUB-BASE REQUIREMENTS DURING BUILDING PLACEMENT. (PREPARED SUB-BASE NOT BY CXT).



CXT STANDARD BUILDING

NOTES:
The information contained herein is preliminary and the accuracy of the information is not guaranteed. The information is provided for informational purposes only. It is the user's responsibility to verify the information and to ensure that it is accurate and complete. The information is not to be used for any other purpose without the written consent of CXT Precast Products.

CXT INFORMATION			
DATE	REVISION	BY	CHK
10/1/2011	01	J. L. HARRIS	J. L. HARRIS
10/1/2011	02	J. L. HARRIS	J. L. HARRIS
10/1/2011	03	J. L. HARRIS	J. L. HARRIS
10/1/2011	04	J. L. HARRIS	J. L. HARRIS
10/1/2011	05	J. L. HARRIS	J. L. HARRIS
10/1/2011	06	J. L. HARRIS	J. L. HARRIS
10/1/2011	07	J. L. HARRIS	J. L. HARRIS
10/1/2011	08	J. L. HARRIS	J. L. HARRIS
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10/1/2011	96	J. L. HARRIS	J. L. HARRIS
10/1/2011	97	J. L. HARRIS	J. L. HARRIS
10/1/2011	98	J. L. HARRIS	J. L. HARRIS
10/1/2011	99	J. L. HARRIS	J. L. HARRIS
10/1/2011	100	J. L. HARRIS	J. L. HARRIS

GRAVEL PAD DETAIL

SHEET NO. 10/1/2011

REV. 10/1/2011

COUNCIL BILL NO. 23-16

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into a contract with Pyrotechnics by Encore LLC, Inc. for firework displays for the July 4, 2023, July 4, 2024 and July 4, 2025 celebrations in the amount of \$19,950.00 per year, in the City of Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a contract with Pyrotechnics by Encore LLC of Ozark, Missouri for three years of July 4th firework displays beginning July 4, 2023 in the amount of \$19,950.00 per year, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Services Committee



5200 State Highway W Ozark, MO 56721

THIS CONTRACT (this "Contract") is made **February 23, 2023**, by and between Encore Pyrotechnics DBA of Pyrotechnics by Encore LLC, in Ozark, MO. ("Encore Pyrotechnics DBA of Pyrotechnics by Encore LLC"), and **City of Carthage, MO**, with its principal place of business.

WHEREAS, Encore Pyrotechnics DBA of Pyrotechnics by Encore LLC. is providing **City of Carthage, MO**, with a fireworks exhibition and display for a **three-year term**, under such terms and conditions as provided herein, and thereby, the parties agree as follows:

1. Fireworks Display. Encore Pyrotechnics DBA of Pyrotechnics by Encore LLC. shall sell, furnish, and deliver to **City of Carthage, MO**, certain fireworks which Encore Pyrotechnics DBA of Pyrotechnics by Encore LLC. agrees to exhibit and display on the following dates in accordance with the program set fourth and agreed upon at the time of the signing of this contract, the specifics of which are set forth in the "Fireworks Exhibition and Display Program" attached hereto and incorporated herein by reference thereto (the "Fireworks Display").

Date of Show: **July 4th, 2023 / July 4th, 2024 / July 4th 2025**

2. Payment Schedule. For and in consideration of the Fireworks Display, **City of Carthage, MO**, agrees to pay Encore Pyrotechnics DBA of Pyrotechnics by Encore LLC. the sum of **\$19,950 Minimum Per Year** (the "Contract Price") paid as follows: Every year Display Budget is **\$19,950.00. \$9,975** due after signing of this contract remainder due before show date of **\$9,975**.

3. Display Responsibilities. Encore Pyrotechnics DBA of Pyrotechnics by Encore LLC and **City of Carthage, MO** will collaborate in the performance of all tasks relating to the Fireworks Display. These tasks include, but are not limited to, (i) procuring and furnishing a place suitable for the Fireworks Display (the "Display Site"), (ii) applying for, obtaining, and securing all permits, licenses, and approvals required by all applicable local, state, and federal laws and regulations as well as those required by any local policing and fire departments for the Fireworks Display (Collectively, the "Required Approvals"), (iii) providing adequate private and/or public security, police and fire protection, (iv) securing an acceptable location with private and/or public security personnel to park the Encore Pyrotechnics DBA of Pyrotechnics by Encore LLC Technician fireworks truck(s) overnight (or for such longer or shorter period as Encore Pyrotechnics DBA of Pyrotechnics by Encore LLC may reasonably require in order to effectively provide the Fireworks Display), (v) securing adequate protection to preclude all individuals, other than those authorized by Encore Pyrotechnics DBA of Pyrotechnics by Encore LLC, from entering the security area designated by Encore Pyrotechnics DBA of Pyrotechnics by Encore LLC, (vi) keeping unauthorized persons or personal or real property of any kind, including without limitation, motor vehicles, outside of the Display Site, fallout area or safe zone. Encore Pyrotechnics DBA of Pyrotechnics by Encore LLC, and **City of Carthage, MO**, shall fulfill their responsibilities as set forth herein in accordance with all local, state, and federal laws, orders, and regulations, including those of the National Fire Protection Association (NFPA)

4. Indemnification and Limitation of Liability. **City of Carthage, MO**, shall indemnify, defend and hold Encore Pyrotechnics DBA of Pyrotechnics by Encore LLC and its shareholders, directors, officers, employees, agents, representatives, and insurers harmless from any and all demands, claims, causes of action, judgments or liability (including, without limitation, the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including, without limitation, real and personal) or bodily or personal injuries (including, without limitation, death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the gross negligence or willful misconduct of **City of Carthage, MO**, or their employees, agents, contractors, or representatives, or (b) the failure of **City of Carthage, MO**, to comply with its obligations and responsibilities as set forth herein. Encore Pyrotechnics DBA of Pyrotechnics by Encore LLC shall indemnify, defend and hold **City of Carthage, MO**, harmless from any and all demands, claims, causes of action, judgments or liability (including, without limitation, the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including, without limitation, real and personal) or bodily or personal injuries (including, without limitation, death), whether

arising from tort, contract or otherwise, that occur directly or indirectly from (a) the gross negligence or willful misconduct of Encore Pyrotechnics DBA of Pyrotechnics by Encore LLC or its employees, agents, contractors, ore representatives. **City of Carthage, MO** shall not under any circumstances be entitled to recover any consequential, incidental, exemplary, special and/or punitive damages from Encore Pyrotechnics DBA of Pyrotechnics by Encore LLC, including, without limitation, loss of Income, business or profits.

5. Postponement. A Rain date of July 3rd has been set. In the event that another postponement such that Encore Pyrotechnics DBA of Pyrotechnics by Encore LLC, in its sole and absolute discretion, determines that the Fireworks Display would be impossible, impractical, or would unnecessarily increase the risk of damage or danger to person and/or property, the parties agree to immediately hold a postponement meeting at which time an attempt to reschedule the Fireworks Display shall be discussed with a view toward reaching a mutually satisfactory postponement time and/or date. In the event the mutually satisfactory postponement time and/or date is beyond the day following the scheduled Fireworks Display and it is impracticable for the personnel and equipment of Encore Pyrotechnics DBA of Pyrotechnics by Encore LLC to remain at the Fireworks Display location until the rescheduled Fireworks Display date, then **City of Carthage, MO**, shall pay the actual expenses incurred by Encore Pyrotechnics DBA of Pyrotechnics by Encore LLC related to the postponement, which shall not exceed twenty five percent (25%) of the Contract Price. Actual expenses include, but are not limited to expenses of travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of display, additional taxes or surcharges, or any other additional expenses that incurred prior to and/or as a result of the postponement or cancelation.

6. Cancellation. If (i) **City of Carthage, MO**, cancels this contract for any reason, or (ii) Encore Pyrotechnics DBA of Pyrotechnics by Encore LLC is unable to timely complete all tasks relating to the Fireworks Display in accordance with this Contract with the assistance of **City of Carthage, MO**, and Cancels despite all party's best efforts, liquidating damages for such cancellation shall be paid by **City of Carthage, MO**, to Encore Pyrotechnics DBA of Pyrotechnics by Encore LLC as follows: a. In the event the Fireworks Display is cancelled after the signing of this contract until ninety (90) days before the date or dates scheduled for the Fireworks displays, twenty-five percent (25%) of the amount of Contract Price; b. In the event the Fireworks Display is cancelled no more than ninety (90) days and no less than four (4) days before the date or dates scheduled for the Fireworks Display, fifty (50%) of the Contract Price; c. If the Fireworks Display is cancelled no more than three (3) days but before the day scheduled for the Fireworks Display, seventy-five (75%) percent of the Contract Price; or d. On the day scheduled for the Fireworks Display, one hundred (100%) percent of the Contract Price.

In the event that **City of Carthage, MO**, chooses to terminate this contract, it shall do so by written notification via certified mail addressed to Encore Pyrotechnics DBA of Pyrotechnics by Encore LLC, 5200 State Highway w Ozark MO, 65721, Notice shall be effective upon receipt of said written notice by Encore Pyrotechnics DBA of Pyrotechnics by Encore LLC. Except as provided in section 5 above with respect to weather postponement, in the event of circumstances beyond the control of either party, such as fire, strikes, delay, acts of God or similar causes which prevent the delivery of materials or performances as set forth herein, the parties hereto release one another from any and all obligation and responsibilities contained herein.

7. Venue. In any action on or relating to this Contract, the parties hereto consent to the exclusive jurisdiction and venue of the state courts of Missouri and the federal courts located in the United States District Court for the state of Arkansas and Missouri.

8. Legal Construction If any provision of this Contract is held illegal, invalid, or otherwise unenforceable, then: (a) the same shall not affect other terms or provisions of this Contract; and (b) such term or provision shall be deemed modified to the extent necessary to render such term or provision and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest extent the intent and agreements of the parties set forth herein.

9. Entire Agreement This Contract and the Fireworks Exhibition and Display Program constitutes the entire agreement between the parties hereto, and there are no other understandings, either oral or written, regarding to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned executed this Contract by and through their authorized representatives whose names appear below.



Encore Pyrotechnics DBA of Pyrotechnics by Encore LLC



Authorized Representative

City of Carthage, MO

Authorized Representative



Encore Pyrotechnics

5200 State Hwy W
Ozark, MO 65721 US
encorepyrotechnics@gmail.com

INVOICE

BILL TO

Chelsea Cholley
City of Carthage
521 Robert Ellis Young Dr
Carthage, MO 64836

INVOICE 15
DATE 02/23/2023
TERMS Due on receipt
DUE DATE 02/23/2023

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Fireworks Display	\$19,950 Show Budget Per yer \$9,975 due at signing, Remainder \$9,975 due before show	1	9,975.00	9,975.00

Show date July 4th 2023, 2024, 2025

BALANCE DUE

\$9,975.00

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Pyrotechnics By Encore LLC

2 Business name/disregarded entity name, if different from above

dba Encore Pyrotechnics

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

5200 State Highway W

6 City, state, and ZIP code

Ozark MO 65721

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

8 8 - 4 2 1 4 4 6 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

1-2-23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Mayor's Appointments

February 2023

Police Personnel Administration Board

4 Year Term – 4 Members – Meets on Call, Police Department

<u>NAME</u>	<u>PHONE</u>	<u>ADDRESS</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Rob Harmon	850-5804	527 Bel Aire	03/26/2019	Mar-27

Enhanced Enterprise Zone Board

5 Year Term – 7 Members – Meets on Call

<u>NAME</u>	<u>PHONE</u>	<u>ADDRESS</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Paul Eckels	850-7306	12635 Donny Brook Lane	12/26/2006	Mar-28

MCCUNE BROOKS REGIONAL HOSPITAL

FINANCIAL STATEMENTS

JANUARY 31, 2023





ACCOUNTANT'S DISCLAIMER REPORT

To Management
McCune Brooks Regional Hospital
3125 Dr. Russell Smith Way
Carthage, MO 64836

The accompanying financial statements of McCune Brooks Regional Hospital as of and for the year-to-date ending January 31, 2023 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

February 14, 2023



America Counts on CPAs

1105 Industrial Dr. Carthage, MO 64836 * 401 W. 5th St. Ste. 201 Rolla, MO 64836

McCune Brooks Regional Hospital
Statements of Financial Position
January 31, 2023

Assets

Assets

Cash in bank- New trust disbursement	\$ 1,037.25
New Trust investment	14,640,998.94
Escrow account	<u>5,110,339.73</u>
Total Assets	<u><u>\$ 19,752,375.92</u></u>

Liabilities and Net Position

Liabilities

Accounts payable	\$ 5,560,339.73
Total Liabilities	<u>5,560,339.73</u>

Net Position

Operational capital- Fund balance	19,562,855.42
Restricted- expendable for specifics	(5,560,339.73)
Restricted- non expendable	322,626.00
Retained earnings	<u>(133,105.50)</u>

Total Net Position	<u>14,192,036.19</u>
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Total Liabilities and Stockholders' Equity	<u><u>\$ 19,752,375.92</u></u>
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Substantially all disclosures ordinarily included in Accrual basis financial statements are omitted, and no assurance is provided on these financial statements.

McCune Brooks Regional Hospital

Statements of Activities

9 Months Ended
January 31, 2023

Income

Interest and dividend income- bond/escrow	39,196.30
Interest and dividend income-Trust	190,260.57
Interest income	16.62
Gain (Loss) realized and unrealized	(158,060.42)

Total Income	<u>71,413.07</u>
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Operating Expenses

Bank charges	12,494.69
Grants	177,323.88
Legal and professional fees	14,700.00

Total Operating Expenses	<u>204,518.57</u>
---------------------------------	-------------------

Net Income (Loss)	<u>\$ (133,105.50)</u>
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Substantially all disclosures ordinarily included in Accrual basis financial statements are omitted, and no assurance is provided on these financial statements.