City of Carthage, Missouri
CITY COUNCIL

May 9, 2023 - 6:30 PM
CITY HALL COUNCIL CHAMBERS

AMENDED AGENDA

1. Call to Order

2. Invocation

3. Pledge of Allegiance to Flag

4. Calling of the Roll

5. Reading and Consideration of Minutes of Previous Meeting

1. Approval of April 25, 2023 Minutes

6. Presentations/Proclamations

1. Mayor Harris Proclamation
2. National Day of Prayer 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

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. Financial Reports
2. 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

16. New Business

1. Jeff Meredith - DED ARPA Industrial Development Grant
2. C.B. 23-30 -- An Ordinance authorizing the Mayor to execute an (SS4A) agreement between the City of Carthage, USDOT and FHWA for the development of a new comprehensive safety action plan known as Safe Streets and Roads for All, in the City of Carthage, Missouri
3. C.B. 23-31 -- An Ordinance authorizing the Mayor to enter into a three-year contract with the Carthage Chamber of Commerce for Specified Services in the City of Carthage, from July 1, 2023 to June 30, 2026, in the City of Carthage, Missouri
4. C.B. 23-32 -- An Ordinance authorizing the Mayor to enter into a three-year contract with Vision Carthage for Specified Services in the City of Carthage, from July 1, 2023 to June 30, 2026, in the City of Carthage, Missouri
5. C.B. 23-33 -- An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage and the Carthage Humane Society for animal control services for the City of Carthage, Missouri
6. C.B. 23-34 -- An Ordinance authorizing the Mayor to execute a Contract between the City of Carthage and the Carthage Over 60 Center for services in the amount not to exceed $23,000.00
7. C.B. 23-35 -- An Ordinance authorizing the Mayor to enter into an agreement with the Missouri Department of Economic Development for acceptance of a Community Revitalization Grant, in the City of Carthage, Missouri.

17. Mayor’s Appointments

18. Resolutions

1. Resolution 2002 -- A Resolution approving the declaration as surplus to the City's needs and authorizing the disposition of a Husqvarna 336FR Weed Eater and a Husqvarna 150BT with disposition via a donation to the Cedar Hill Cemetery Trust

19. Closing Comments

20. Executive Session

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

21. Adjournment

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

April 25, 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.

Prior to Calling of the Roll, City Clerk Miranda Deal administered the Oath of Office to Ward 1 Council Member Chris Taylor. Mayor Rife put two names of individuals who wished to be part of the random selection for Council Member, due to the 15 way tie of write-in votes from the April 4 election. Mr. Taylor was the name selected at random on April 24, 2023 at 4 pm.

The following Council Members answered roll call: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Ed Hardesty, Alan Snow, Mark Elliff, and Tiffany Cossey. 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, Parks & Recreation Director Abi Almandinger, and City Clerk Miranda Deal. Public Works Director Zeb Carney was absent, Public Works Administrative Coordinator Julie Tilley was in attendance for him. Assistant City Administrator Traci Cox was also absent.

Mr. Elliff made a motion, seconded by Ms. Blankenship, to approve the minutes of the April 11, 2023 Council Meeting. Motion carried unanimously.

Mayor Rife told the Council that he would be doing a Proclamation for the late Mayor Harris later in the week. The details regarding the service had yet to be announced.

During Citizen's Participation, Liz Blackburn and her colleagues with the EPA and various other agencies were in attendance to speak on the Oronogo-Duenweg Mining Belt National Priorities List (NPL) Superfund Site. She presented a powerpoint of why they would like to expand the site to include all of Jasper County, the removal and cleanup process, and their plan to get the communities thoughts and concerns. They answered many questions from the Council and they held an open house on April 24 at Memorial Hall where they reviewed the same information, as well as, offered free lead testing for young children and pregnant mothers.

Jeff Meredith, CEDC Director, presented his quarterly update and reviewed the Carthage Housing Profile he provided to the Council. He also reviewed Neighborhood Preservation Act tax credits that could help citizens in certain areas of City get tax credits for building new construction or rehabilitating current homes.

Mr. Snow reported that the Budget Ways & Means Committee is between meetings with the next meeting scheduled for May 8.

Ms. Blankenship reported that the Committee on Insurance, Audit and Claims met on this date and approved the claims.There was discussion after the meeting about changing the time going forward to 5:30 pm to better suit the new committee members.

Mr. Elliff reported that the Public Safety Committee met on April 17. They had an amended agenda due to needing the road closure approvals for Kid's Fishing Day. David Lawhon spoke to the committee about Kid's Fishing Day on June 10 from 8-noon at Kellogg Lake. He requested the same road closures on the south side of the lake as in years past and also asked to prohibit fishing after the lake has been stocked. Mr. Elliff made a motion, seconded by Ms. Ensor, to close the lake to fishing from midnight June 4 until noon on June 10. Motion carried. Mr. Elliff made a motion, seconded by Mr. Snow, to approve the road closures on the south side of the lake on June 10 from 6 am until noon. Motion carried. The committee also discussed the Sheriff's Office Public Safety Days on May 13. They have requested the road closure of 2nd Street between Lyon and Main Street for the event. Mr. Elliff made a motion, seconded by Mr. Snow to approve the closure of 2nd Street from Lyon to Main Street on May 13 from 10 am until 1 pm for the 11th Annual Community Safety Days. Motion carried. The committee also discussed some of the surplus items in Resolution 2000, and the donation to the Fire Department in Resolution 2001. The next meeting is scheduled for May 15.

Mr. Hardesty reported that the Public Services Committee met on April 18. David Lawhon was present at this meeting also to discuss Kid's Fishing Day on June 10. Mr. Hardesty made a motion, seconded by Ms. Ensor to vacate the East part of Kellogg Lake Park from 6:30 am until noon on June 10. Motion carried. The committee also discussed the use of Municipal Park on August 19 from 12-3 for the second annual Sudstock event that will take place between the Jasper County Youth Barn and the softball field at Municipal Park. Mr. Hardesty made a motion, seconded by Mr. Snow, to vacate Municipal Park between the Youth Barn and the softball fields from midnight until 5 pm August 19 for the Sudstock event. Motion carried. The committee also approved declaring a shelter at Kellogg Lake as surplus, which appears in Resolution 2000. The Kellogg Lake Board would like the usable materials back to help construct a new shelter in the park. The next meeting is scheduled for May 16.

Mr. Armstrong reported that the Public Works Committee is between meetings with the next meeting scheduled for May 2.

Special Committee and Board Liaison Reports were given by Mr. Elliff for the Jasper County Commission and the Police and Fire Pension Committee, and Ms. Blankenship for the Kellogg Lake Board.

Mayor Rife reported that he is still working with Administration to prepare the budget, and he reported he attended the Earth Day Celebration on April 22.

During Reports from Council Members, Mr. Armstrong asked for a moment of silence for the late Mayor Harris to show appreciation for all of his service to the City.

Fire Chief Ryan Huntley reported that the rescue boat that he ordered a year and a half ago will finally be delivered next week. He also reported that the Rotary Club had their meeting out at Station 2 and it was a great turn out. They got a tour of the new facility and got to check out everything that goes on there.

Parks and Recreation Director Abi Almandinger reported that the new playground at Municipal Park was coming along and that the Carter Park playground would be next. She also mentioned that the LIME scooter contract is on the agenda for the night that will bring the scooters back, and also bring electric bikes.

City Administrator Greg Dagnan reported that the Bergan KDV contract was on the agenda for the night. He reported on budget meetings with department heads, they will have their hearings with the Budget Committee on May 8. The work session was cancelled due to many senior council members being unable to attend. Mr. Dagnan stated that he will reach out to the newer Council members and meet with them individually soon.

The Committee on Claims filed a report in the amount of $914,113.71 against the following funds: General Revenue $94,276.69, Public Health $161,257.60, Lodging $382.80, Public Safety $270.00, Parks/Stormwater $200,876.14, Fire Protection $30,653.38, Golf $18,258.83, Public Facilities $21,937.15, ARPA $5,886.74, and Payroll $380,314.38. Ms. Blankenship made a motion, seconded by Ms. Blair, to accept the report and allow the claims. Motion carried.

Under Old Business, C.B. 23-24 -- An Ordinance authorizing the Mayor to enter into a Contract with Neutron Holdings, Inc. d/b/a/ LIME for scooter rental in the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Ed Hardesty, Alan Snow, Mark Elliff, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 23-30.

C.B. 23-25 -- An Ordinance annexing certain adjacent territory commonly known as 2213 Missouri Avenue into the City of Carthage, Jasper County, Missouri as requested by ESM Technologies, LLC dba Stratum Nutrition was placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Ed Hardesty, Alan Snow, Mark Elliff, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 23-31.

C.B. 23-26 -- An Ordinance to add Chapter 17 Article 5; Urban Development and Establish the Carthage Redevelopment Corporation in the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Ed Hardesty, Alan Snow, Mark Elliff, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 23-32.

C.B. 23-27 -- An Ordinance vacating that portion of North McGregor Street running North/South between 431 and 503 High Street in the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Ed Hardesty, Alan Snow, Mark Elliff, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 23-33.

C.B. 23-28 -- An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Zanevan Engineering, LLC for Engineering for ADA compliant sidewalks along Route HH/Fir Road and Chapel Road, in the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Ed Hardesty, Alan Snow, Mark Elliff, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 23-34.

Under New Business, C.B. 23-29 – An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and BerganKDV for forensic auditing services, in the City of Carthage, Missouri was placed on first reading.

Mr. Armstrong made a motion, seconded by Ms. Ensor, to suspend the rules and advance Council Bill 23-29 to second reading. Motion carried.

C.B. 23-29 – An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and BerganKDV for forensic auditing services, in the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Ed Hardesty, Alan Snow, Mark Elliff, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 23-35.

Mr. Snow made a motion, seconded by Mr. Elliff, to approve the Mayor’s Committee and Board Liaison Appointments. Motion carried.

Mr. Elliff made a motion, seconded by Mr. Armstrong, to approve Resolution 2000 - A Resolution approving the declaration as surplus to the City's needs and authorizing the disposition of fourteen sets of bunker gear and a washer and dryer set from the Fire Department, and a shelter at Kellogg Lake from the Parks and Recreation Department. Resolution 2000 was adopted after a roll call vote of 10 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Ed Hardesty, Alan Snow, Mark Elliff, and Tiffany Cossey.

Mr. Armstrong made a motion, seconded by Mr. Elliff, to approve Resolution 2001 - A Resolution providing for the formal acceptance of a donation by the City Council of the City of Carthage, Missouri pursuant to City Policy. Resolution 2001 was adopted after a roll call vote of 10 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Ed Hardesty, Alan Snow, Mark Elliff, and Tiffany Cossey.

Ms. Blair made a motion, seconded by Mr. Armstrong, to close the meeting according to Section 610.021 (2) the Agenda includes the possibility of a vote to close part of the meeting to discuss leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor followed by a roll call vote on the board of 10 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Ed Hardesty, Alan Snow, Mark Elliff, and Tiffany Cossey. Motion carried at 7:42 p.m.

There was a short recess before the closed session began. Mayor Rife called the closed session to order at 7:52 p.m.

CLOSED SESSION

Mr. Armstrong made a motion, seconded by Ms. Blair, 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 no nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Ed Hardesty, Alan Snow, Mark Elliff, and Tiffany Cossey. Motion carried.

Mr. Armstrong made a motion, seconded by Ms. Ensor, 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
APRIL 25, 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: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Ed Hardesty, Alan Snow, Mark Elliff, and Tiffany Cossey.

City Administrator Greg Dagnan, City Attorney Nate Dally, Public Works Administrative Coordinator Julie Tilley, and City Clerk Miranda Deal were also present.

Ms. Blair made a motion, seconded by Mr. Armstrong, to close the meeting according to Section 610.021 (2) the Agenda includes the possibility of a vote to close part of the meeting to discuss leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor followed by a roll call vote on the board of 10 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Ed Hardesty, Alan Snow, Mark Elliff, and Tiffany Cossey. Motion carried at 7:42 p.m.

There was a short recess before the closed session began. Mayor Rife called the closed session to order at 7:52 p.m.

Jeff Meredith was present with Chuck Bryant and Jeff Williams to present to the Council a new industrial company that is interested in coming to Carthage. The company used a third party to contact Mr. Meredith to discuss the company's plans. Mr. Meredith presented what facts he did have about the company, and also presented the utility requirements they would need. Mr. Bryant spoke on the utility requirements that would be needed to accommodate this new industrial business.

The Council would like more information on the company before any further decisions are made.

Mr. Armstrong made a motion, seconded by Ms. Blair 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 no nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Ed Hardesty, Alan Snow, Mark Elliff, and Tiffany Cossey. Motion carried.

Respectfully submitted,

Miranda Deal
City Clerk

PROCLAMATION

WHEREAS, on behalf of the City of Carthage, I wish to record our deep sorrow over the passing of former Mayor Mike Harris on April 23, 2023, and;

WHEREAS, Mayor Harris was a lifetime Carthage resident and had served the City of Carthage for 11 years as a Council Member, and 8 years as Mayor, and;

WHEREAS, Mayor Harris, was a veteran of the United States Air Force, serving his country in Vietnam, Thailand, and England, and;

WHEREAS, He dedicated many years of his life to the best interests of the Carthage community, his family, friends and coworkers and;

WHEREAS, The City of Carthage along with Mayor Harris' family are blessed to have known him and been a part of his life, and;

NOW, THEREFORE, I, Dan Rife, Mayor of the City of Carthage, on behalf of the entire City Council, in recognition of Mayor Harris' many contributions to our City and its citizens, do hereby express our deep appreciation for his dedication to our country, community, and extend to his family our sincere sympathy upon his passing. In honor of Mayor Harris, all city flags will be flown at half-staff from sunset on April 27, 2023 until sunset Friday April 28, 2023.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of Carthage, Missouri, this 27th day of April 2023.

____

Dan Rife, Mayor

P R O C L A M A T I O N

WHEREAS, **the first Thursday in May, 2023 A.D. has been designated National Day of Prayer, and**

WHEREAS, **the theme for 2023 is "Effectual fervent prayer. James 5:16", and**

WHEREAS, **the work of several churches of the area has greatly enriched and strengthened the civic bonds and served the spiritual and physical needs of our community, and**

WHEREAS, **"in agreement with the Carthage Ministerial Alliance, we decree that Jesus is Lord over the City of Carthage, Missouri", and**

NOW, THEREFORE, I, **Dan Rife, Mayor of Carthage, Missouri, declare the day of May 4, 2023 as**

NATIONAL DAY OF PRAYER

in the City of Carthage. I encourage all citizens of our fair city to recognize the work of the Ministerial Alliance and congregations which have contributed so much to the well-being of our community.

____

Dan Rife
Mayor

City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

April 25, 2023 - 5:00 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

MEMBERS PRESENT: Trudy Blankenship, Robin Blair, Tiffany Cossey

OTHER COUNCIL MEMBERS: Mayor Dan Rife, David Armstrong

STAFF PRESENT: Assistant City Administrator Traci Cox, City Clerk Miranda Deal

Vice-Chair Trudy Blankenship called the meeting to order at 05:00 PM.

2. Old Business

1. Approval of April 11, 2023 Minutes
   ACTION: Motion to accept/approve item 2.1. by Tiffany Cossey
   Motion passed with a 3:0
   AYES: Trudy Blankenship, Robin Blair, Tiffany Cossey
2. Review & Approval of the Claims Report
   ACTION: Motion to accept/approve item 2.2. by Robin Blair
   Motion passed with a 3:0
   AYES: Trudy Blankenship, Robin Blair, Tiffany Cossey

3. Citizens Participation

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

4. New Business

1. Staff Reports
   Ms. Deal reported that the work with Opengov continues. The Opengov team will be onsite the first week of May to do in person training for all of the departments. They hope to be fully live on the new system at the end of May.

   Ms. Cox reported that she has been working on the budget to get it ready to present at the May 8 budget meeting. She is hopeful that there will be no more cuts needed to next year's budget. She stated that the process this year has gone a lot smoother since the department heads did more work with their budgets. They got to decide the priority of their items and make cuts they were comfortable with.

5. Adjournment

ACTION:	Motion to adjourn at 5:05 p.m. by Tiffany Cossey Motion passed with a 3:0
AYES:	Trudy Blankenship, Robin Blair, Tiffany Cossey

--NOTICE OF MEETING--

PUBLIC WORKS COMMITTEE

May 2, 2023

5:30 PM

CITY HALL

326 GRANT STREET

COUNCIL CHAMBERS

-- AGENDA--

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting

CITIZENS PARTICIPATION

NEW BUSINESS

1. **Declare Surplus Property**
2. **Discuss SS4A Grant Agreement Draft**

OTHER BUSINESS

STAFF REPORTS

- Zeb Carney & Greg Dagnan

ADJOURNMENT

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

POSTED: 04/28/2023

BY: Rachel Sutherland

PUBLIC WORKS COMMITTEE

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

"America's Maple Leaf City"

05-02-2023 PUBLIC WORKS COMMITTEE MEETING MINUTES

Committee Members present: David Armstrong, Brandi Ensor, and Robin Blair.

Staff Members present: Zeb Carney, Public Works Director, Traci Cox, Asst. City Administrator and Rachel Sutherland, Public Works Administrative Assistant.

Chairman David Armstrong called the Public Works Committee meeting to order at 5:30 p.m.

A motion was made by Brandi Ensor to accept the minutes from the April 4, 2023 Committee meeting. All ayes, motion passed.

New Business:
1. Zeb discussed donating Surplus Property to Cedar Hill Cemetery. This is a very Historic Cemetery with no money to operate and maintain the property. The Surplus Property to be donated are a weed eater and a backpack blower.
Robin Blair made a motion to send to Council, all ayes motion carried.

2. Discussion of SS4A (Safe Streets for All) Grant Agreement. Carthage is the only Community in this area that was awarded this Grant. This Grant is for HH/Chapel Intersection.
Brandi Ensor made a motion to approve and forward it to City Council, all ayes, motion carried.

Staff Reports:

Zeb reported on the following:

- Discussed Oak St. repairs, working with Blevins.
- Peck Schrader started the Demo of The Rock Stadium on 5/2/2023. There will be a new fence put up and the field will be regulation size.
- Tommy Garrison's project G3 is going good.
- Blevins is laying a lot of asphalt.
- The City's new machine is very efficient in laying asphalt in the alleys.
- New truck for the Street Dept. has been ordered, but no delivery date as of now.
- Greg and Zeb met with MoDot 5/1/2023 to discuss RR bridge project and new notes indicate the bridge is owned by the Railroad, and The City owns the Right of Way.
- Comprehensive Plan was reviewed at the Planning/Zoning Meeting on 5/1/2023, they want to update it, not rewrite it and send to Council by July or August.
- Route 66 stencils are being painted on Oak St.; all agreed that having one on each block would be the best looking. David Armstrong commented that he really likes all the improvements on Oak St.

Traci reported on the following:

- Budget is looking good and no additional cuts will be needed. The Budget Committee will meet 5/10/2023 @ 5:30.
- Open Gov. arrives 5/3/2023 and they will be going to each department to start training.
- Courtney Walker has turned in her 3-week notice.

No further discussion by committee.

Brandi Ensor made a motion to adjourn the meeting at 6:05 p.m. All ayes, motion carried.

City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

May 9, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. **Call to Order**
2. **Old Business**
    1. Approval of April 25, 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. Consider and Discuss Recreation & Event Coordinator job description
    2. Consider and Discuss Administration job description changes
    3. Consider and Discuss Court job description changes
    4. 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

Planning, Zoning, & Historic Preservation Commission

Meeting Minutes

May 1, 2023/ 5:30 PM / City Hall Council Chambers

Members Present: Jim Hunter, Jim Swatsenbarg, Alan Bull, Robin Harrison, Matt Smith & Josh Anderson

Members Absent: Bill Barksdale

Staff & Council: Greg Dagnan, Zeb Carney, & Julie Tilley

Presenters: Jason Eckhart

The meeting was called to order at 5:31pm by Jim Hunter, Chairman

Approval of Previous Meeting Minutes

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

Staff Reports

- Greg Dagnan mentioned that there was a business interested in applying for the newly passed 353 Tax Credits, however, the business has decided to move in a different direction

Public Hearings

- n/a

New Business

- n/a

Old Business

- Discuss the amendments to the 2009 Comprehensive Plan
    - General discussion was had regarding the verbiage of the original and amended Comprehensive Plan
    - Jim S. had a number of comments to review on the 2009 Comprehensive Plan and the amended plan, these item where review and discussed
    - Jim H. asked if inorder to more thoroughly review the amendments to the plan it would be necessary for the commission to more thoroughly review the original 2009 Comprehensive Plan.

Josh A. moved to table the comprehensive plan review until everyone has time to review the original 2009 plan, seconded by Robin Harrison - further discussion was had and it was determined that the city staff would review and correct the text of the amended plan.

Josh A. amended the motion to table the comprehensive plan review but have the city staff review and make any corrections they see necessary to the amended plan before the next P,Z, & HP meeting, seconded by Robin Harrison - All voted in favor, the motion passed.

At 7:15pm Jim Swatsenbarg moved to adjourn the meeting, seconded by Josh Anderson - All present voted in favor, the meeting was adjourned.

The next meeting is scheduled for Thursday, June 15, 2023 at 5:30pm in the City Council Chambers

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Darieus K. Adams
Western District Commissioner

JASPER COUNTY COMMISSION

302 S. Main ST
Carthage, MO 64836

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

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

COMMISSION AGENDA
MAY 2, 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
   - **County Clerk-Present Form 40-Statement of Railroad and Utility Properties.**
7. COMMISSIONERS' 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 APRIL 28, 2023 AT 4:00 P.M. (RSMO 610.020)

City of Carthage, Missouri

TREE BOARD

May 9, 2023 - 6:00 PM
Parks & Recreation Office
720 Robert Ellis Young Drive
Carthage, MO 64836

AGENDA

1. **Old Business**
    1. Approval of Previous Minutes.
2. **Citizens Participation**
   (Citizens wishing to speak should notify Department Head or Committee Chair in advance)
3. **New Business**
    1. Consider and Discuss June Meeting Mulching Trees.
4. **Staff Reports**
5. **Other Business**
6. **Adjournment**

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

City Administrator's Report 04/21/23-05/05/2023

City Staff and Internal Projects

- DED ARPA Industrial Development Grant awarded!! (CEDC)
- Planning and Zoning reviewing City Comprehensive Plan, still under review (Planning and Zoning, Public Works, Engineering and Administration)
- Budget Process continues (All departments) Budget Hearing May 10th
- Work for new Website continues to be deployed on July, 1
- OpenGov on site complete next phase of project
- Meeting with Baker Tilley/Re: Grants
- Forensic Auditor/Project Kickoff
- Meeting with MoDot Rail division regarding city bridges

Community

- Ribbon Cutting Carniceria El Buen Gusto
- GRO Meeting
- Jasper County Commission Meeting
- Region M Board Meeting
- Mike Harris Funeral
- Keller Williams Ribbon Cutting
- Met With Rep. from Senator Schmidt's Office
- Met with Representatives of Saddle Club
- EPA open House

Meetings

- Planning and Zoning Committee
- Jasper County Emergency Services Board Meeting
- Economic Development Director
- Several Meetings with Mayor and various department heads including Bi-Weekly staff meeting

Upcoming

- **Council Planning session to be scheduled in the future**

COUNCIL BILL NO. ___23-30___ **ORDINANCE NO. _____________**

An Ordinance authorizing the Mayor to execute an (SS4A) agreement between the City of Carthage, USDOT and FHWA for the development of a new comprehensive safety action plan known as Safe Streets and Roads for All, 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 execute an agreement between the City of Carthage and USDOT and FHWA for the development of a new comprehensive safety action plan known as Safe Streets and Roads for All, in the City of Carthage, Missouri, a copy of which agreement SS4A 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 Works Committee

1. Award No.

2. Effective Date
See No. 17 Below

3. Assistance Listings No.
20.939

4. Award To

Unique Entity Id.:
TIN No.:

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. Period of Performance
Effective Date of Award –

7. Total Amount

Federal Share:	$0
Recipient Share:	$0
Other Federal Funds:	$0
Other Funds:	$0
Total:	$0

8. Type of Agreement
Grant

9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL")

10. Procurement Request No.

11. Federal Funds Obligated
$0

12. Submit Payment Requests To
See article 20.

13. Payment Office
See article 20.

14. Accounting and Appropriations Data

15. Description of Project

RECIPIENT
16. Signature of Person Authorized to Sign

Signature Date
Name:
Title:

FEDERAL HIGHWAY ADMINISTRATION
17. Signature of Agreement Officer

Signature Date
Name:
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the [United States Department of Transportation (the "**USDOT**")] [Federal Highway Administration (the "FHWA") and the City of Carthage, Missouri (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the Development of New Comprehensive Safety Action Plan

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program," dated February 8, 2023, which is available at https://www.transportation.gov/grants/ss4a/grant-agreements. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Comprehensive Safety Action Plan Grant Application

Application Date: September 12, 2022

2.2 Award Amount.

SS4A Grant Amount: $200,000.00

2.3 Award Dates.

Period of Performance End Date: October 31, 2024

2.4 Budget Period

Budget Period End Date: October 31, 2024

2.5 Action Plan Grant or Implementation Grant Designation.

Designation: Action Plan

Federal Award Identification Number. The Federal Award Identification Number is listed on page 1, line 1.

ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The award will be used by the City of Carthage to develop a comprehensive safety action plan.

3.2 Project's Estimated Schedule.

ACTION PLAN SCHEDULE

Milestone	**Schedule Date**
Planned Draft Action Plan Completion Date:	December 31, 2023
Planned Action Plan Completion Date:	January 31, 2024
Planned Action Plan Adoption Date:	February 27, 2024
Planned SS4A Final Report Date:	March 31, 2024

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	$200,000
Other Federal Funds::	$0
State Funds:	$0
Local Funds:	$50,000
In-Kind Match:	$0
Other Funds:	$0
Total Eligible Project Cost:	$250,000

(b) Supplemental Estimated Budget

Cost Element	**Federal Share**	**Non-Federal Share**	**Total Budget Amount**
Direct Labor	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00
Contractual/Consultant	$200,000.00	$50,000.00	$250,000.00
Other	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
Total Budget	**$200,000.00**	**$50,000.00**	**$250,000.00**

(c) Cost Classification Table -Implementation Grants Only

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Architectural and engineering fees	$250,000.00	$0	**$250,000.00**
Project Total			

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient's Unique Entity Identifier.

[ZDYZNNKUKHH9]

4.2 Recipient Contact(s).

Zeb Carney
Director of Public Works
City of Carthage, Missouri
623 E 7th Street, Carthage, MO 64836
(417) 237-7010
z.carney@carthegmo.gov

4.3 Recipient Key Personnel.

Name	Title or Position
Zeb Carney	Public Works Director

4.4 USDOT Project Contact(s).

[enter name]
Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590

[enter telephone]
[enter email address]

and

[enter name]
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
[enter telephone]
[enter email address]

and

[enter name]
Agreement Specialist (AS)
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-204
1200 New Jersey Avenue, S.E.
Washington, DC 20590
[enter telephone]
[enter email]

and

[enter name]
Agreement Officer's Representative (AOR)
[enter job title]
[enter office]
[enter address]
[enter telephone]
[email address]

and

[enter name]
[enter State] Division Office Point of Contact
[enter job title]
[enter address]

[enter telephone]
[email address]

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "**AOR**") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (http://www.dot.gov/cfo/delphi-einvoicing-system.html) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management
US Department of Transportation,
Office of Financial Management B-30, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn: [INSERT NAME]

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section [wherever the date it is in this agreement].

6.2 The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.

6.3 The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.4 There are no other special grant requirements for this award.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Within the city limits of the City of Carthage, Missouri

Baseline Measurement Date: July 31, 2024

Baseline Report Date: August 31, 2024

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	End of period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.	End of period of performance

ATTACHMENT B
CHANGES FROM APPLICATION

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

Scope: No changes

Schedule: No changes

Budget: No Changes

ATTACHMENT C
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with "X" in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. *(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)*
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. *(Identify the relevant programs, plans, or policies in the supporting narrative below.)*
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. *(Identify the relevant investments in the supporting narrative below.)*
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. *(Identify the new or improved access in the supporting narrative below.)*
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. *(Identify the new or improved access in the supporting narrative below.)*
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
x	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative. The draft action plan will identify planned actions to improve racial equity and reduce barriers to opportunity prior to the construction phase of the project.

COUNCIL BILL NO. ___23-31___ **ORDINANCE NO. _____________**

An Ordinance authorizing the Mayor to enter into a three-year contract with the Carthage Chamber of Commerce for Specified Services in the City of Carthage, from July 1, 2023 to June 30, 2026, 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 for Services with the Carthage Chamber of Commerce for Services from July 1, 2023 to June 30, 2026 in the amount of Thirty-Seven Thousand Seven Hundred fifty-three dollars and 00/100, with a 3% increase each year, a copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _______ DAY OF ____________________, 2023.

____

Dan Rife, Mayor

ATTEST:

____

Miranda Deal, City Clerk

Sponsored by: Budget Ways & Means

AGREEMENT
by and between
THE CITY OF CARTHAGE, MISSOURI
and
THE CARTHAGE CHAMBER OF COMMERCE

This Agreement, made and entered into this ______ day of ______________, 2023, is by and between Carthage Chamber of Commerce, (“Chamber”), and the City of Carthage, Missouri (“City”).

WITNESSETH:

WHEREAS, the Carthage Chamber of Commerce has undertaken many projects for the benefit of the City of Carthage, its businesses, and its citizens; and

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of commerce within and surrounding the City, to compensate the Chamber for the performance of services pursuant to this Agreement.

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

I. SCOPE OF SERVICES

The Chamber will provide the following services:

a. $2,500 – This City will be a Presenting Sponsor at the Carthage Chamber of Commerce Annual Banquet. This includes the yearly presentation of the City of Carthage, “Excellence in Industry Award” and 10 tickets to the Annual Banquet.

b. $400 – Booth Representation at the Annual Biz Expo, may be used for any department the City of Carthage deems necessary, i.e. parks, tourism, etc.

c. $500 – Golf Team Registration to the Annual Golf Scramble. This includes one, four person team.

d. $1,500 – Premier Sponsor Chamber Coffee Series, with the opportunity to host a Chamber Coffee. The City logo will displayed at all Chamber Coffee events.

e. $1,500- The City will be a presenting Sponsor of the Carthage Area Young Professionals Group & Leadership Carthage.

f. $4,000 – The City will be a Presenting Sponsor of the Maple Leaf Festival. This includes the City logo present on all signage affiliated with Maple Leaf and the opportunity to have a float in the annual parade.

g. $3,000 – City of Carthage Relocation Guide, (brochures printed yearly to be distributed to new residents and potential new residents. Available online, and key locations, approx. 4,000 printed) the City logo to appear on all publications.

h. $5,000 – Media outreach, and appearances promoting businesses in Carthage and the City of Carthage, includes, TV, radio, newspaper print and any other media outlets.

i. $4,700 – Administrative business enhancement and enrichment classes for members to attend to keep their businesses successful while driving customers into their doors. Creation of Chamber Gift Certificates to keep dollars local that supports the local sales tax base. Collaborating with other groups & organizations to promote Carthage and attract visitors while providing value to our current residents. Writing letters of support for business expansions, along with new business prospects to secure funding to invest in Carthage.

j. $1,150 – Successful social media, website, and other outside media avenues to promote Carthage and the business community, i.e., MAKO, US Chamber, Missouri Chamber, Chamber Institute, and all legislative events both locally, state, and nationally.

k. Will provide office space for the City tourism director. This agreement for office space includes:

Rent - $792 monthly ($9,504 yr.)
Rent includes access to a private office, a copier, telephone, fax machine, internet, kitchen, restroom, brochure display, use of the conference room, utilities, parking, and janitorial services. If additional City staff is to be required to be housed in the Chamber office, this contract is subject to review.

Personnel- $333 monthly ($3,996 yr.), ¼ time use of office assistant who will answer designated tourism phone lines, greet tourism visitors and assist with tourism needs when Tourism Director is unavailable.

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be from July 1, 2023 to June 30, 2026.

III. COMPENSATION AND METHOD OF PAYMENT

The City hereby agrees to compensate Carthage Chamber of Commerce for the Services as outlined in Section I in twelve (12) equal, monthly installments for a total of $37,750 for FY23-24, payable beginning July 1. The contract fee to the Chamber will increase 3% per year until termination or until June 30, 2026. The estimated 2024 contract will be $38,882 and 2025 will be $40,048.

IV. UPDATES AND REVIEW PROCESS

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

V. **REPRESENTATION ON BOARD**

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

VI. **CHANGES**

No change in this Contract shall be made except in writing prior to the change in work or terms being performed. Carthage Chamber of Commerce shall make any and all changes in the Work without invalidating this Contract when specifically required to do so in writing by the City. Carthage Chamber of Commerce, prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. No work or change shall be undertaken or compensated for without prior written authorization from the City.

VII. **ACCOUNTING**

During the period of this Contract, the Chamber shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by Carthage Chamber.

VIII. **ENTIRE AGREEMENT**

This contract contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties. Any oral representations or modifications concerning this instrument are of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

IX. **TRANSFERABILITY**

Neither City nor Chamber shall assign any rights or duties under this Contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Contract.

X. **SEVERABILITY**

All parties agree that should any provision of this contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this contract, which shall continue in full force and effect.

XI. **THIRD PARTY RIGHTS**

Nothing in this Contract is intended to benefit any third party not a party to this Contract, and no provision of this Contract shall confer any rights upon any such third party.

XII. **INDEPENDENT CONTRACTOR**

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

XIII. **TERMINATION OF CONTRACT**

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

If neither party terminates this contract, it shall automatically terminate and expire three years from the date of the execution of this contract. Either party may terminate this agreement according to the terms of this contract.

XIV. **NOTICE**

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

Notice to the City shall be addressed to:

City Administrator
City of Carthage, Missouri
326 Grant Street
Carthage, Missouri 64836

Notice to Carthage Chamber of Commerce shall be addressed to:
Executive Director
Carthage Chamber of Commerce
402 S. Garrison
Carthage, MO 64836

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

CITY OF CARTHAGE, MISSOURI	CARTHAGE CHAMBER OF COMMERCE INC.
______________________________	______________________________
Dan Rife, Mayor	Jenny Brust, Board President
ATTEST:	ATTEST:
______________________________	______________________________
Miranda Deal, City Clerk	Secretary

COUNCIL BILL NO. ___23-32___ **ORDINANCE NO. _____________**

An Ordinance authorizing the Mayor to enter into a three-year contract with Vision Carthage for Specified Services in the City of Carthage, from July 1, 2023 to June 30, 2026, 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 for Services with Vision Carthage from July 1, 2023 to June 30, 2026 in the amount not to exceed ($25,000) Twenty-Five Thousand and 00/100 dollars, with a 3% increase each year, a copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _______ DAY OF ____________________, 2023.

____
Dan Rife, Mayor

ATTEST:

____
Miranda Deal, City Clerk

Sponsored by: Budget Ways & Means

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

This Agreement, made and entered into this ______ day of ______________, 2023, is by and between Vision Carthage, ("Vision") and the City of Carthage, Missouri ("City").

WITNESSETH:

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

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

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

I. SCOPE OF SERVICES

Vision Carthage will provide the following services:

a. $5,000 – Administer and coordinate the Restoration Carthage workday. To assist homeowners with minor exterior repairs, general clean up, and landscaping on Central Avenue. Well-maintained neighborhoods increase community pride.
b. $2,000 – Write, edit and produce a Downtown Guide showcasing the over 85 unique businesses we have in our Downtown District. Designed to create foot traffic, awareness and desire for residents and locals to frequent Downtown. Sustaining our downtown small-businesses and generating sales tax revenue.
c. $5,000 – Coordinate media coverage for the Downtown District, through multiple media outlets, including digital. Increasing awareness of the Downtown District for patrons as well as potential business owners/entrepreneurs. This highlights our local small businesses and should generate sales tax revenue.
d. $1,500 – Coordinate Treats on the Square. The City will be a Sponsor of Treats on the Square. This includes the City logo on all printed materials and social media campaigns. Treats on the Square provides an opportunity to showcase our Downtown District.
e. $1,500 – Coordinate Hometown Holidays. The City will be a Sponsor of Hometown Holidays. This includes the City logo on all printed materials and social media campaigns. Hometown Holidays provides an opportunity to invite residents and nearby visitors to spend time in the Downtown District and encourage them to eat, shop and stay in Carthage –with a goal of increasing sales for business owners and sales tax revenue for the City.
f. $7,000 – Administer and maintain Downtown Art. Coordinate with local artists on the creation of murals and refreshing of Ghost Signs (faded façade ads) to create a vibrant downtown

and increasing foot traffic to the district. Downtown Art will inspire a destination for residents and tourists alike.

g. $1,000 – Coordinate and maintain planting days within the Downtown District and throughout the city. A well-maintained Downtown District builds community pride.

h. $2,000 – Coordinate and maintain a Downtown Building Inventory to best market available spaces within the District. Working with key partners. Writing letters of support with community partners and potential business owners to secure funding to invest in Carthage.

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be from July 1, 2023 to June 30, 2026.

III. COMPENSATION AND METHOD OF PAYMENT

The City hereby agrees to compensate Vision for the Services as outlined in Section I in twelve (12) equal, monthly installments for a total of $25,000 for FY23-24, payable beginning July 1. The contract fee to Vision Carthage will increase 3% per year until termination or until June 30, 2026. The estimated 2024 contract will be $25,750 and FY 2025 will be $26,552.

IV. UPDATES AND REVIEW PROCESS

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

V. REPRESENTATION ON BOARD

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

VI. CHANGES

No change in this Contract shall be made except in writing prior to the change in work or terms being performed. Vision Carthage shall make any and all changes in the work without invalidating this Contract when specifically required to do so in writing by the prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. No work or change shall be undertaken or compensated for without prior written authorization from the City.

VII. ACCOUNTING

During the period of this Contract, Vision Carthage shall maintain books of accounts of its expenses and charges in connection with this contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by Vision Carthage.

VIII. **ENTIRE AGREEMENT**

This contract contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties. Any oral representations or modifications concerning this instrument are of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

IX. **TRANSFERABILITY**

Neither City nor Vision Carthage shall assign any rights or duties under this contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this contract.

X. **SEVERABILITY**

All parties agree that should any provision of this contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this contract, which shall continue in full force and effect.

XI. **THIRD PARTY RIGHTS**

Nothing in this contract is intended to benefit any third party not a party to this contract, and no provision of this contract shall confer any rights upon any such third party.

XII. **INDEPENDENT CONTRACTOR**

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

XIII. **TERMINATION OF CONTRACT**

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

If neither party terminates this contract, it shall automatically terminate and expire three years from the date of the execution of this contract. Either party may terminate this agreement according to the terms of this contract.

XIV. NOTICE

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

Notice to the City shall be addressed to:

City Administrator
City of Carthage, Missouri
326 Grant Street
Carthage, Missouri 64836

Notice to Vision Carthage shall be addressed to:

Executive Director
Vision Carthage
221 W. 4th Street, Suite 15
Carthage, MO 64836

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

CITY OF CARTHAGE, MISSOURI	VISION CARTHAGE
_____________________________	_______________________________
Dan Rife, Mayor	Lora Phelps, Board President
ATTEST:	ATTEST:

Miranda Deal, *City Clerk* Secretary

COUNCIL BILL NO. ___23-33___ **ORDINANCE NO. __________**

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

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into an agreement with the Carthage Humane Society for animal control for the fiscal years of 2023, 2024, and 2025, a copy of which is agreement is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS ______ DAY OF ________________, 2023.

____

Dan Rife, Mayor

ATTEST:

____

Miranda Deal, City Clerk

Sponsored by: Budget Ways & Means

CONTRACT

THIS AGREEMENT entered into this 1st day of July, 2023, by and between the City of Carthage hereinafter referred to as "Government" and the **Carthage Humane Society, Inc.**, a corporation organized under the laws of the State of Missouri, hereinafter referred to as "CHS".

W I T N E S S E T H:

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

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

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

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

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

1. CHS agrees to receive at its Shelter all live dogs or cats found within Government's jurisdiction, which are delivered to and by any employee of Government, from and after the effective date of this Contract; and to shelter, feed, and rehome said animals as provided for in this Contract. CHS reserves the right to refuse animals due to overcrowding or other emergencies if ordered to refuse animals by the Department of Agriculture. All rules or regulations of the Department of Agriculture must be followed at all times.

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

3. Animals quarantined for rabies/bite hold shall be sheltered by CHS or at a veterinary hospital and subsequently transferred to CHS and shall be kept for a period of time as determined by CHS, but not less than seven (7) days. Said rabies suspect animals shall be released only after payment of veterinary and/or confinement fees at CHS upon authorization by Government. CHS shall be compensated at the rate of Fifteen and 0/100 ($15.00) dollars per day of confinement. Further, Government shall reimburse CHS the cost of preparation of the specimen for rabies examination, delivery of any said specimen to a Health Department courier or to the Missouri Department of Health, in an amount not to exceed Seventy-Five ($75.00) dollars per specimen. In addition, Government shall reimburse CHS for animals confined by Government pending court cases, owner arrested or owner hospitalized shall be billed Fifteen and 00/100 ($15.00) dollars a day to be billed monthly with regular monthly invoice to Government. In addition, in the event CHS incurs any veterinary costs due to an injured or sick quarantined animal delivered by Government, CHS shall bill the cost of such veterinary care to the Government to be billed monthly with regular monthly invoice to Government.

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

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

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

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

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

9. In consideration of the services to be rendered hereunder to the Government, the Government agrees to pay CHS the yearly sum of $45,000 dollars, appropriated by the annual budget of the Government, which shall be paid in monthly payments of $3,750 dollars per month during the time that this agreement is in force and effect. This sum of $45,000 for the service as described herein, is with a maximum of three- hundred and sixty (360) animals per year. Any animals, dog or cat, the Government delivers to CHS for care in excess of three hundred and sixty (360) will be charged at a rate of One hundred and twenty five dollars ($125.00) per animal.

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

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

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

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

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

14. Terms and Time of Performance

The term of this Agreement shall be from July 1, 2023 to June 30, 2026.

15. Compensation and Method of Payment

The Government hereby agrees to compensate Carthage Humane Society for the Services as outlined in Section I in twelve (12) equal, monthly installments for a total of $45,000 for FY23-24, payable beginning July 1. The contract fee to CHS will increase 3% per year until termination or until June 30, 2026. The estimated 2024 contract will be $46,350 and 2025 will be $47,740.

16. **Updates and Review Process**

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

17. Changes

No change in this Contract shall be made except in writing prior to the change in work or terms being performed. Carthage Humane Society shall make any and all changes in the Work without invalidating this Contract when specifically required to do so in writing by the Government. Carthage Humane Society, prior to the commencement of such changed or revised work, shall submit promptly to the Government, a written cost or credit proposal for such revised Work. No work or change shall be undertaken or compensated for without prior written authorization from the Government.

18. Accounting

During the period of this Contract, the CHS shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The Government shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by CHS.

19. Entire Agreement

This contract contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties. Any oral representations or modifications concerning this instrument are of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

20. Transferability

Neither Government nor CHS shall assign any rights or duties under this Contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Contract.

21. Severability

All parties agree that should any provision of this contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this contract, which shall continue in full force and effect.

22. Third Party Rights

Nothing in this Contract is intended to benefit any third party not a party to this Contract, and no provision of this Contract shall confer any rights upon any such third party.

23. Independent Contractor

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

24. Termination of Contract

If neither party terminates this contract, it shall automatically terminate and expire three years from the date of the execution of this contract. Either party may terminate this agreement according to the terms of this contract.

25. Notice

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

Notice to the Government shall be addressed to:

City Administrator

City of Carthage, Missouri

326 Grant Street

Carthage, Missouri 64836

Notice to Carthage Humane Society shall be addressed to:

Executive Director

Carthage Humane Society

13860 Dog Kennel Ln.

Carthage, MO 64836

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

Signed on this__________ day of ______________________ 20______

By:____
Mayor Dan Rife (Signature)

____
Mayor Dan Rife, (Printed Name)

ATTEST:

____
City Clerk

By: ____
Carthage Humane Society Signature

____
Carthage Humane Society Printed Name

COUNCIL BILL NO. __23-34__ **ORDINANCE NO. __________**

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

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

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

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

PASSED AND APPROVED THIS __________ DAY OF __________, 2023.

____
Dan Rife, Mayor

ATTEST:

____
Miranda Deal, City Clerk

Sponsored by: Budget Committee

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

THIS AGREEMENT made and entered into this ______ day of **_________**, by and between Carthage Over 60 Center Inc., hereinafter referred to as Center and the City of Carthage, a Municipal Corporation, hereinafter referred to as City.

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

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

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

I Center Agrees to:

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

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

(3) To pay for or provide payment for utilities and telephone beginning July 1, 2023 ending June 30, 2024. Said payment shall cover the total cost for all utilities and all telephone expenses at the facility.

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

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

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

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

II City Agrees:

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

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

system.

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

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

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

III City and Center Further Agree:

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

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

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

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

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

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

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

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

IV TERM OF AGREEMENT:

This agreement shall be deemed to have taken effect July 1, 2023 and shall terminate as of June 30, 2024. This agreement shall be binding upon the parties hereto, and their successors.

CITY OF CARTHAGE

By:__________________________________

Dan Rife,
Mayor

ATTEST:

____

Miranda Deal, City Clerk

Carthage Over 60 Center

By: __________________________________

COUNCIL BILL NO. ___23-35___ **ORDINANCE NO. _____________**

An Ordinance authorizing the Mayor to enter into an agreement with the Missouri Department of Economic Development for acceptance of a Community Revitalization Grant, 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 accept a Community Revitalization Grant from the Missouri Department of Economic Development, 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:

GRANT AGREEMENT

Missouri ARPA Community Revitalization Grant Program

This Grant (Subaward) Agreement ("Agreement") is entered into by and between the Department of Economic Development, an executive branch agency of the State of Missouri ("DED"), and Subrecipient (together with DED a "Party" or collectively the "Parties").

1. IDENTIFYING INFORMATION

A field with an asterisk (*) is a defined term in this Agreement.

SUBRECIPIENT* The City of Carthage, Missouri	PROJECT NAME Downtown Square Sidewalks and Streetscaping Restoration Project
STATE OF ORGANIZATION MO	TYPE OF ENTITY Missouri municipality
EIN 446000157	SAM.GOV UNIQUE ENTITY IDENTIFIER ZDYZNNKUKHH9
FEDERAL AWARD ID NUMBER SLFRP4542	CFDA NUMBER AND NAME1111 21.027 Coronavirus State Fiscal Recovery Fund
MAXIMUM SUBAWARD* $499,950	COST SHARING RATIO* 1:1 (Program Funds:Local Match)
	MO CONTRACT NUMBER 34185977
DATE OF AWARD* March 22, 2023	PERIOD OF PERFORMANCE* March 3, 2021 through September 30, 2026
NOTICE TO SUBRECIPIENT* Attn: Greg Dagnan Title: City Administrator Street: 326 Grant Street City, MO Zip: Carthage, MO 64836 Phone: 1-417-237-7000 Email: g.dagnan@carthagemo.gov	NOTICE TO DED* Department of Economic Development Attn: Bradley Clark Senior Grant Success Manager Federal Initiatives Mail: PO Box 1157 Jefferson City, MO 65102 Physical: 301 W. High Street, Suite 720 Jefferson City, MO 65101 Phone: 573/395-6055 Email: Bradley.Clark@ded.mo.gov

2. RECITALS

2.1. The federal American Rescue Plan Act of 2021 ("ARPA") (Pub. L. 117-2) established the Coronavirus State Fiscal Recovery Fund ("SFRF") (42 U.S.C. § 802), and appropriated $195.3 billion to the U.S. Department of the Treasury ("Treasury") for payments to the states to respond to the Coronavirus Disease 2019 ("COVID-19") public health emergency or for various purposes, including "to respond to the negative economic impacts" of COVID-19."

2.2. The SFRF is further implemented by Treasury through regulations (31 CFR part 35) and other guidance.

2.3. The State of Missouri ("State") entered into an agreement with Treasury regarding the State's share of SFRF funding ("Treasury-State Grant Agreement").

2.4. The SFRF award to the State is over $2.5 billion (separate from local government allocations).

2.5. The Missouri General Assembly appropriated, and the Governor approved, $100,000,000 in SFRF funds to DED for community development and revitalization for State Fiscal Year 2023 (July 1, 2022 – June 30, 2023) (House Bill 3020, § 20.065, 2022).

2.6. DED established the Missouri ARPA Community Revitalization Grant Program, a competitive grant program ("Program"), to provide federal financial assistance for investments in communities in the State.

2.7. DED issued guidelines for the Program, and issued an updated version of the guidelines (September 28, 2022) when DED began accepting applications for the Program.

2.8. From September 28 to November 30, 2022, DED accepted applications from interested applicants.

2.9. DED issued Frequently Asked Questions for the Program on November 16, 2022 ("Program FAQs").

2.10. DED issued Administrative Policy FAQs applicable to the Program on December 13, 2022 ("Administrative FAQs").

2.11. Subrecipient submitted an application for a community revitalization project, and DED approved the project for funding.

2.12. The Parties wish to set forth their mutual expectations and obligations with respect to DED's Subaward to Subrecipient, and agree as follows:

3. DEFINITIONS

3.1. As used in this Agreement, capitalized terms have the meanings set forth in the introductory clause, section 1 (terms followed by an asterisk), section 2 of this Agreement, and as follows:

(a) “Administrative FAQs” means the document that can be accessed from the DED ARPA webpage, specifically at https://ded2.mo.gov/media/pdf/faqs-community-revitalization-workforce-training-and-tourism, as may be amended from time to time, which is incorporated by reference as if fully set forth herein.

(b) “Allowable Costs” has the meaning set forth in section 6 of this Agreement.

(c) “Cost Sharing Ratio” means the amount of Local Match that Subrecipient must demonstrate to DED to receive payment of an amount of Program Funds, expressed as a ratio of dollars of Program Funds for each dollar of Local Match.

For this Subaward, the Cost Sharing Ratio is set forth in section 1 of this Agreement. Cost Sharing Ratio is only for the purposes of payment rate of Program Funds, and does not alter the Maximum Subaward Amount or Subrecipient’s Local Match obligation.

(d) “Local Match” is the amount of funds for the Project that are not Program Funds, as set forth in Subrecipient’s Application, which may be modified by Subrecipient’s Final Project Budget, which is in Exhibit 4 to this Agreement.

(e) “Program FAQs” means the document attached as Exhibit 3 to this Agreement, and described in section 2.9 of this Agreement.

(f) “Program Funds” means the Federal Financial Assistance Subrecipient has or may receive from DED under this Agreement, which must not exceed the Maximum Subaward amount in section 1 of this Agreement. Program Funds consist of SFRF funds, pursuant to the Treasury-State Grant Agreement.

(g) “Program Guidelines” means the document attached as Exhibit 1 to this Agreement, titled “Program Guidelines, Community Revitalization Grant Program”.

(h) “Project” means the community revitalization project as set forth in Subrecipient’s Application, further identified by the Project Name in section 1 of this Agreement, modified, if applicable.

(i) “Project Cost” has the meaning set forth in 2 CFR 200.1, and is the total Allowable Costs actually incurred for the Project.

(j) “Request for Payment” means any DED form, whether paper or electronic, by which Subrecipient requests payment from the State/DED from Program Funds by providing required information and supporting documentation.

(k) "RSMo" means the Revised Statutes of Missouri.

(l) “Subaward” has the meaning set forth in 2 CFR 200.1, and is as described in the contract documents set forth in section 4 of this Agreement.

(m) “Subrecipient” means the entity identified in section 1 of this Agreement, which is a subrecipient as that term is defined in 2 CFR 200.1.

(n) "Subrecipient's Application", means the application form and supporting documentation received by DED from Subrecipient for the Program by which Subrecipient requested an award of federal financial assistance, further identified based on the Project Name specified in section 1 of this Agreement.

(o) "Total Budgeted Amount" means the sum of the Maximum Subaward and the Local Match. The Total Budgeted Amount is a forward-looking amount, and may be a different amount than Project Cost, which is based on actual costs incurred for the Project.

(p) "Treasury" means the U.S. Department of the Treasury, which is the awarding federal agency as that term is defined in 2 CFR 200.1.

(q) "Treasury-State Grant Agreement" means the SFRF grant agreement described in section 2.3 of this Agreement and is the document attached as Exhibit 2 to this Agreement,

(r) "Unallowable Cost" has the meaning as set forth in the Uniform Guidance, subpart E, and as set forth in section 6 of this Agreement.

(s) "Uniform Guidance" means 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements, adopted by Treasury pursuant to 2 CFR 1000.10.

4. THE CONTRACT DOCUMENTS

4.1. The contract between the Parties with respect to the grant of Program Funds to Subrecipient shall consist of:

(a) This Agreement, which includes the Program Guidelines (Exhibit 1), the Treasury-State Grant Agreement (Exhibit 2); the Program FAQs (Exhibit 3); Administrative FAQs (https://ded2.mo.gov/media/pdf/faqs-community-revitalization-workforce-training-and-tourism), and Subrecipient's Final Project Budget (Exhibit 4); and

(b) Subrecipient's Application, incorporated by reference as if attached to or fully set forth in this Agreement.

5. SUBRECIPIENT'S OBLIGATIONS

5.1. In entering into this Agreement, Subrecipient certifies that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the Project in compliance with this Agreement.

5.2. In addition to federal and state laws, regulations, and executive orders as set forth elsewhere in this Agreement, all of Subrecipient's activities under this Subaward must comply with all applicable requirements in:

(a) 42 U.S.C. § 802 (codification of SFRF from ARPA);

(b) Treasury SFRF regulations at 31 CFR part 35;

(c) Supplementary Information to the SFRF Final Rule, 87 F.R. 4338-4446;

(d) Treasury SFRF guidance documents:

i. "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds", Version 5.0 issued by Treasury on September 20, 2022, as may be amended from time to time;

ii. "Coronavirus State and Local Fiscal Recovery Funds Final Rule Frequently Asked Questions", most recently updated on July 27, 2022, as may be amended from time to time;

iii. "Project and Expenditure Report User Guide, State and Local Fiscal Recovery Funds", Version 4.0 issued by Treasury on October 12, 2022, as may be amended from time to time; and

iv. Any other guidance issued by Treasury regarding the SFRF.

(e) The Treasury-State Grant Agreement (Exhibit 2);

(f) Program Guidelines (Exhibit 1);

(g) Program FAQs (Exhibit 3); and

(h) Administrative FAQs.

5.3. Subrecipient must complete the Project by the end of the Period of Performance set forth in section 1 of this Agreement.

5.4. Subrecipient may use Program Funds only to carry out the activities for the Project as set forth in Subrecipient's Application and for no other purpose.

5.5. The Project must provide programs or services to eligible beneficiaries (see Exhibits 1 and 2) as set forth in Subrecipient's Application.

5.6. Subrecipient may only be reimbursed by DED with Program Funds for Allowable Costs.

5.7. Any publications produced with funds from this Subaward must display the following language: "This product [is being] [was] supported, in whole or in part, by federal award number SLFRP4542 awarded to the State of Missouri by the U.S. Department of the Treasury."

6. COST PRINCIPLES

6.1. Allowable Costs will be determined based on the following:

(a) Subpart E of the Uniform Guidance, Cost Principles, including but not limited to:

i. The cost is necessary for Subrecipient to carry out the Project;

ii. The cost must not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost;

iii. The cost must have been incurred directly or indirectly to carry out the Project; and

iv. The cost must be adequately documented;

(b) The cost must be incurred by Subrecipient prior to the end of the Period of Performance; and

i. For the purposes of meeting Local Match, costs cannot be incurred earlier than the beginning of the Period of Performance; and

ii. For the purposes of receiving Program Funds from DED for incurred or paid costs, costs cannot be incurred earlier than the Date of Award;

(c) The cost must be included in the Subrecipient's Final Project Budget (Exhibit 4);

(d) Contingency costs will be Allowable Costs only if included in Subrecipient's Application;

(e) Subaward administrative costs will be allowable costs only if included in Subrecipient's Application and in Subrecipient's Final Project Budget (Exhibit 4), and such costs must not exceed the maximum amount as set forth in the Program Guidelines.

(f) The cost is <u>not</u> an Unallowable Cost, which includes, but is not limited to, the following:

i. Costs incurred by Subrecipient outside of the time periods set forth in section 6.1(b), except for Subaward administrative costs incurred relating to close-out of an award;

ii. Costs that will be reimbursed by other federal, state, or local funding;

iii. Costs as set forth in the Program Guidelines, Program FAQs, or Administrative FAQs as an ineligible project cost;

iv. Indirect costs;

v. Costs that are not allowable under Subpart E of the Uniform Guidance, Cost Principles, including but not limited to exclusions of selected items of cost in 2 CFR 200.420-.476; and

vi. Costs of prohibited lobbying activities, as set forth in 2 CFR 200.450 (see certification in section 13.1(g) of this Agreement).

7. LOCAL MATCH

(a) Subrecipient's Application, as modified by Subrecipient's Final Project Budget (Exhibit 4), includes a voluntary cost sharing commitment (see 2 CFR 200.1), or Subrecipient must meet its commitment (the "Local Match") as set forth in this Agreement.

(b) Subrecipient's Local Match voluntary cost sharing commitment in Subrecipient's Application was based on anticipated total project costs (the Total Budgeted Amount). Accordingly, Subrecipient's voluntary cost sharing commitment shall be determined as follows:

i. If actual Allowable Costs for the Project are less than the Total Budgeted Amount (*e.g.,* the Project is completed at lower costs than anticipated), Subrecipient's voluntary cost sharing commitment under this Agreement shall be the product of the Cost Sharing Ratio and the actual Allowable Costs for the Project.

ii. If actual Allowable Costs for the Project exceed the Total Budgeted Amount, the Program Funds with which DED may reimburse Subrecipient cannot exceed the Maximum Subaward amount in section 1 of this Agreement.

(c) Subrecipient's failure to meet its Local Match may result in DED assigning specific award conditions or taking other action as authorized in section 14 of this Agreement.

(d) As stated in section 6.1(b), Subrecipient's Local Match must be met from otherwise Allowable Costs incurred during the Period of Performance.

(e) Subrecipient's Local Match must comply with 2 CFR 200.306.

(f) Unrecovered indirect costs are not allowed to meet the Local Match.

(g) Subrecipient must create and maintain sufficient records demonstrating that it is meeting or has met its Local Match requirement, to facilitate questions and audits.

(h) Subrecipient must submit records to DED showing how it has met its Local Match according to the Cost Sharing Ratio, in order to receive payment under section 8 of this Agreement.

8. PROGRAM FUNDS PAYMENT

8.1. Subrecipient will receive no Program Funds from DED until it has successfully registered for and received:

(a) A SAM.gov Unique Entity Identifier and provided the number to DED; and

(b) A vendor number from Missouri's SAM II vendor registration system.

8.2. Subrecipient may submit Requests for Funds to DED with all necessary supporting documentation, including invoices, by using an electronic interface designated by DED, which will require Subrecipient to have the ability to upload electronic copies of documents.

(a) Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly):

i. Invoice/reference number (assigned by Subrecipient);

ii. Invoice date;

iii. Invoice period (to which the reimbursement request is applicable);

iv. MO Contract Number (from section 1 of this Agreement);

v. Recipient/Pass-through Entity: State of Missouri, Department of Economic Development;

vi. Subrecipient name;

vii. Subrecipient remittance address;

viii. Subrecipient contact for invoice questions (name, phone, and email, if available); and

ix. Itemization of payment requested for the invoice period detailing, at minimum, all of the following:

a. The amount requested by Subaward budget line-item;

b. The amount paid by Subaward budget line-item to date;

c. The total amount paid under this Agreement to date; and

d. The total amount requested (all line-items) for the invoice period;

(b) Subrecipient has agreed to a Local Match pursuant to section 7.1 of this Agreement. With each request for payment to DED, Subrecipient must submit documents enabling DED to ensure it is paying Subrecipient with Program Funds according to the Cost Sharing Ration in section 1 of this Agreement. For example, if the Cost Sharing Ratio is 1:1, for every dollar requested in Program Funds, Subrecipient must demonstrate to DED that it has expended one dollar in Local Match; and

(c) If total payments to Subrecipient under this Agreement exceed the Maximum Subaward amount, Subrecipient must refund the excess amount to DED.

8.3. Requests for Program Funds must be submitted only by a person authorized to submit a Request according to Subrecipient's internal control processes. A form will be provided by DED for Subrecipient to designate who is authorized to submit Requests for Program Funds.

8.4. Subrecipient shall submit Requests for Program Funds no more than once a month, unless the amount exceeds $10,000.

8.5. Requests for Program Funds can be of two types:

(a) Reimbursement of Costs Paid. The cost reimbursement method of payment consists of the payment of Program Funds to the Subrecipient based on actual expenditures for which the Subrecipient paid.

i. Supporting documentation may include invoices, paid bills, purchase vouchers, payrolls, copies of checks, contractor pay applications, etc.

ii. All vouchers/invoices should be on contractor's/vendors' letterhead.

iii. Source documentation should explain the basis of the costs incurred and the actual dates of the expenditure.

iv. Reimbursement of costs paid is the preferred method of payment of Funds by DED.

(b) Advance payment. The Subrecipient may request Program Funds for incurred costs that the Subrecipient is unable to pay in advance of receiving Program Funds from DED.

i. Supporting documentation includes invoices or similar documentation. Subrecipient must explain in its Request for Payment why it cannot proceed with the reimbursement of costs method.

ii. During monitoring by DED, the Subrecipient must provide supporting documentation that the incurred costs were paid within three business days of receipt of Program Funds by DED (the "Three-Day Rule"). Documents of this include bank statements or cancelled checks.

(c) Subrecipient may use both types of Request for Payment, depending on the costs at issue.

8.6. If Subrecipient's budget includes grant administrative costs, such costs shall not exceed the amounts in the Program Guidelines.

(a) Subrecipient's grant administration costs shall be paid by DED as a set percentage of each Request for Payment.

8.7. Upon review and approval of Subrecipient's Request for Funds, DED shall pay Subrecipient's Allowable Costs with Program Funds, not to exceed the Maximum Subaward amount in section 1 of this Agreement. As stated in section 6.1(b), costs incurred prior to the Date of Award are not eligible for Program Funds.

8.8. Subrecipient must submit its final Request for Funds to DED no later than the end of the Period of Performance. DED will not reimburse a Request for Funds received after this date.

8.9. DED is not liable for any of Subrecipient's obligations, expenditures, or commitments in any amount in excess of the Maximum Subaward amount in section 1 of this Agreement.

8.10. Any reimbursements to Subrecipient will be subject to reduction for amounts included in any invoice or payment that are determined by DED, on the basis of audits or monitoring, to constitute Disallowed Costs in accordance with the Cost Principles of subpart E of the Uniform Guidance and as set forth elsewhere in this Agreement.

8.11. An initial payment by DED will not be construed as a final determination by DED that the costs are Allowable Costs.

8.12. As provided in the Treasury-State Grant Agreement, any funds paid to the Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this Subaward; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to 42 U.S.C. § 802(e) and have not been repaid by the State shall constitute a debt owed by the State to the federal government.

(a) In such instance, the funds constituting the State's debt to the federal government shall also constitute Subrecipient's debt to the State. Debts owed by Subrecipient to the State must be paid promptly by Subrecipient to the State. A debt owed to the State by Subrecipient under this Agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Subrecipient knowingly or improperly retains funds that are a debt as defined in this section 8.12.

(b) The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under section 15 of this Agreement. The rights of the State as expressed in this section 8.12 are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Subrecipient.

9. REPORTING

9.1. Subrecipient agrees to comply with any reporting obligations established by Treasury or DED, as it relates to this subaward. In the case of an additional reporting obligation imposed by DED under 2 CFR 200.332(a)(3), this Agreement shall be amended.

9.2. DED/the State must submit two types of reports to Treasury: quarterly project and expenditure reports and annual performance reports.

9.3. **Quarterly Project and Expenditure Reports**

(a) DED/the State must submit quarterly project and expenditure reports ("Quarterly Reports") to Treasury.

(b) Subrecipient agrees to provide DED with the data, information, and documents set forth in section 9.3(f) of this Agreement on the following dates each year: March 1, June 1, September 1, and December 1.

(c) Subrecipient agrees to provide the data, information, and documents for the Quarterly Reports in a format designated by DED, which is expected to be using the Submittable© platform similar to how Subrecipient applied for the Program.

(d) The data, information, and document requirements for the quarterly report in section 9.3(f) of this Agreement are based on information in the following Treasury documents:

i. Treasury's SFRF Compliance and Reporting Guidance (Version 5.0, September 20, 2022), as may be amended from time to time; and

ii. Treasury's SFRF Project and Expenditure Report User Guide (Version 6, April 1, 2023), as may be amended from time to time.

(e) Subrecipient agrees that if Treasury modifies its quarterly project and expenditure reporting requirements under SFRF, Subrecipient will provide additional reporting required by Treasury of DED/the State for the Project.

(f) Based on the Treasury guidance in section 9.3(d) of this Agreement, Subrecipient agrees to provide the following information to DED/the State for the Quarterly Reports:

(1)	Project name, basic description, project expenditure category
(2)	Project completion status (not started, less than 50% complete, 50% or more complete, completed)
(3)	Project obligations and expenditures (current period and cumulative)
(4)	Program income (if applicable)
(5)	Total approved/adopted budget for Project (all sources)
(6)	Project Demographic Distribution (a) What Impacted and/or Disproportionally Impacted population does this project primarily serve? (b) If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, identify the two additional populations served
(7)	Number of beneficiaries (e.g., households, persons, families) per eligible beneficiary category
(8)	Number of affordable housing units preserved or developed (if applicable)
(9)	For construction projects: (a) Projected and actual construction start date (b) Projected and actual construction completion date (c) Projected and actual initiation of operations date (d) If construction completed but operations have not begun, an explanation
(10)	Information as set forth in section 10 of this Agreement, if applicable
(11)	Other information as reasonably required by DED
(12)	Any other information required by Treasury

9.4. **Annual Recovery Plan Performance Report.**

(a) DED/the State must submit Recovery Plan Performance Reports annually covering each July 1-June 30 fiscal year for 2022 through 2026. Those reports are due to Treasury by the July 31 following the end of the applicable fiscal year. The final Recovery Plan Performance Report (July 1, 2026-Dec. 31, 2026) is due to Treasury April 30, 2027. The annual reports required are:

(b) Information about the contents of the Recovery Plan Performance Report are in the SFRF Compliance and Reporting Guidance, pp. 34-40, in Treasury's Recovery Plan Reporting User Guide (Version 2.0, July 1, 2022) and Treasury has a suggested template (for the State) at the SFRF Compliance and Reporting webpage titled "Recovery Plan Template".

(c) In order for DED/the State to be able to timely file its Annual Performance Reports with Treasury, Subrecipient agrees to provide DED/the State with any required data, information, and documents to be included in the Annual Performance Reports no later than February 28, 2027.

(d) DED will make all efforts to use the Quarterly Reports to create the Annual Performance Reports in lieu of potentially duplicative reporting, but reserves the right to request updated information if necessary to comply with Treasury's requirements.

9.5. Per 31 CFR 35.4, Treasury may request other additional information, in addition to regular reporting as may be necessary or appropriate, including as may be necessary to prevent evasions of the requirements of 31 CFR 35.1 to 35.12. Subrecipient agrees to cooperate with DED/the State and provide any information requested by Treasury.

10. STRONG LABOR PRACTICES IN CONSTRUCTION

10.1. Treasury encourages the use of strong labor practices for capital expenditure projects funded by SFRF in order to ensure projects produce high-quality infrastructure, avert disruptive and costly delays, and promote efficiency.

10.2. If the Project has a Total Approved Budget amount greater than $10 million, then the following requirements apply to the Project:

(a) Subrecipient must provide, if it did not do so in Subrecipient's Application, a certification that, for the Project, all laborers and mechanics employed by contractors and subcontractors in the performance of the Project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts");

(b) Subrecipient must provide, if it did not do so in Subrecipient's Application, a Project workforce continuity plan detailing:

i. How Subrecipient will ensure the Project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the Project, including a description of any required professional certifications and/or in-house training, registered apprenticeships or labor-management partnership training programs, and partnerships like unions, community colleges, or community-based groups;

ii. How Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the Project;

iii. How Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (*e.g.*, OSHA 10, OSHA 30);

iv. Whether workers on the Project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and

v. Whether the Project has completed a project labor agreement, meaning a prehire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. § 158(f));

(c) Subrecipient must report to DED, if it did not do so in Subrecipient's Application, whether the Project prioritizes local hires; and

(d) Subrecipient must report to DED, if it did not do so in Subrecipient's Application, whether the Project has a community benefits agreement, and if so, must provide a description of any such agreement. A community benefits agreement is a contract between one or more community-based organizations (these may be composed of non-profits, faith-based organizations, labor groups, and others representing the interests of a community) and Subrecipient identifying a range of community benefits Subrecipient agrees to provide as part of the Project, in return for the community's support of the Project.

(e) Subrecipient must maintain sufficient records to substantiate the information in section 10.2(a)–(d) of this Agreement.

(f) Subrecipient must provide any updated reporting on the information in section 10.2(a)–(d) of this Agreement required by Treasury as part of DED/the State's reporting obligations, as described in section 9 of this Agreement.

11. MONITORING AND CLOSEOUT

11.1. DED will monitor the Project to evaluate Subrecipient's compliance with Federal statutes, regulations and the terms of this Agreement, and will take prompt action when instances of noncompliance are identified.

(a) Monitoring and oversight may be in the form of site visits or desk reviews. DED will notify Subrecipient in advance of any site visits.

11.2. Subrecipient must submit to DED all Project closeout documents no later than sixty (60) days after the end of the Period of Performance, so that DED can submit its closeout documents to Treasury, as set forth in 2 CFR 200.344.

11.3. Closeout will be conducted pursuant to the Uniform Guidance and the Subrecipient shall have continuing responsibilities as set forth in 2 CFR 200.345.

12. RECORD RETENTION AND ACCESS

12.1. Subrecipient must establish and maintain records, including financial documents, sufficient to enable DED to determine whether Subrecipient has complied with the terms of this Agreement, and to assist DED in meeting its recordkeeping requirements. Such records may include, but are not limited to:

(a) Records documenting compliance with 42 U.S.C. § 802, Treasury SFRF regulations at 31 CFR part 35; Supplementary Information to the Final SFRF Rule, 87 F.R. 4338-4446; Treasury Guidance as described in sections 5.2(d) of this Agreement, and other terms of this Agreement (2 CFR 200.302(a));

(b) Records sufficient to permit, as stated in 2 CFR 200.302(a):

i. The preparation of reports required by general and program-specific terms;

ii. The tracing of funds to a level of expenditures adequate to establish that such funds have been used according to Federal statutes, regulations, and the terms of this Agreement; and

(c) Records allowing DED to establish and demonstrate that the requirements of 2 CFR 200.302(b) are met with respect to the Project.

12.2. Subrecipient must retain all of its records relating to this Subaward, including supporting documentation, for five (5) years from the date of DED's closeout of this Subaward, unless a longer period is required as set forth in the exceptions in 2 CFR 200.334.

12.3. Subrecipient must give the State, DED, Treasury, Treasury's Office of the Inspector General, the Government Accountability Office, the Missouri State Auditor, and their authorized representatives, access to any records (electronic and otherwise) of Subrecipient related to this Subaward in order to conduct inspections, audits, or other investigations. Subrecipient must also give timely and reasonable access to its personnel for the purpose of interview and discussion related to such records.

13. ADDITIONAL PASS-THROUGH REQUIREMENTS

13.1. Pursuant to the Treasury-State Grant Agreement, the federal laws and regulations that apply to this Subaward include:

(a) Other than such provisions as Treasury may determine are inapplicable to this Subaward, and subject to such exceptions as may be otherwise provided by Treasury, this Subaward is subject to the Uniform Guidance (2 CFR part 200). Subpart F – Audit Requirements of Uniform Guidance, implementing the Single Audit Act, shall apply to this Subaward. Subrecipient must perform this Agreement in compliance with the applicable provisions of the entirety of the Uniform Guidance, not just provisions specifically referenced in this Agreement;

(b) Universal Identifier and System for Award Management ("SAM"), 2 CFR part 25, pursuant to which the award term set forth at Appendix A to 2 CFR part 25 is hereby incorporated by reference;

(c) Reporting Subaward and Executive Compensation Information, 2 CFR part 170, pursuant to which the award term set forth at Appendix A to 2 CFR part 170 is hereby incorporated by reference;

(d) OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 CFR part 180, and Treasury's implementing regulation at 31 CFR part 19, including both the requirement to comply with 31 CFR part 19's subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;

i. Subrecipient hereby reaffirms its statements in the "Certification Regarding Debarment and Suspension" submitted with Subrecipient's Application.

(e) Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 CFR part 200, Appendix XII, is hereby incorporated by reference;

(f) Government-wide Requirements for Drug-Free Workplace, 31 CFR part 20;

(g) New Restrictions on Lobbying, 31 CFR part 21;

If the Maximum Subaward amount in section 1 of this Agreement exceeds $100,000, Subrecipient certifies, to the best of its knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

iii. Subrecipient must require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(h) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended (42 U.S.C. §§ 4601–4655) and implementing regulations;

(i) Federal statutes, regulations, and federal executive orders prohibiting discrimination applicable to this Subaward include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 CFR part 22, and the government-wide regulations contained in 28 CFR part 42, subparts C and F, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. §§ 3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; and

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) and Treasury's implementing regulations at 31 CFR part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

13.2. Pursuant to the Treasury-State Grant Agreement, as a condition of receiving ARPA federal financial assistance, Subrecipient provides the following assurances:

(a) Subrecipient ensures its current and future compliance with applicable provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 CFR part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

(b) Subrecipient acknowledges that federal Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency ("LEP"). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations. Accordingly, Subrecipient must initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Subrecipient's programs, services, and activities.

(c) Subrecipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit http://www.lep.gov.

(d) Subrecipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

(e) Subrecipient acknowledges and agrees that it must require any contractors, subcontractors, successors, transferees, and assignees to comply with the assurances in (a) through (d) above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and any contractor, subcontractor, successor, transferee, and assignee:

The contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations 31 CFR part 22, and herein incorporated by reference and made a part of this agreement.

(f) Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

(g) Subrecipient shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Subrecipient shall comply with information requests, on-site compliance review, and reporting requirements.

(h) Subrecipient must maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State.

(i) Subrecipient must provide to the State documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Subrecipient and the administrative agency that makes any such finding. If Subrecipient settles a case or matter alleging such discrimination, Subrecipient must provide to the State documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, Subrecipient shall so state.

(j) The United States of America has the right to seek judicial enforcement of the terms of this assurances section 13.2 and nothing in this section 13.2 alters or limits the federal enforcement measures that the United States may take in order to address violations of this section 13.2 or applicable federal law.

13.3. Subrecipient agrees to comply, if applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7326), which limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

13.4. Subrecipient understands that making false statements or claims in connection with this Subaward is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13.5. Pursuant to the Treasury-State Grant Agreement, and federal Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

13.6. Pursuant to the Treasury-State Grant Agreements, and federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State encourages the Subrecipient to adopt and enforce policies that ban text messaging while driving.

13.7. Subrecipient understands and agrees that it is a Non-Federal Entity as defined in 2 CFR 200.1, it must maintain a conflict of interest policy consistent with 2 CFR 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this Subaward. Subrecipients must disclose in writing to Treasury or DED/the State, as appropriate, any potential conflict of interest affecting the Program Funds in accordance with 2 CFR 200.112.

13.8. Subrecipient must provide for compliance with the applicable requirements of the laws, regulations, and Treasury guidance in section 5.2 of this Agreement, and with the provisions in sections 13.1 and 13.2 of this Agreement by other parties in any agreements it enters into with other parties relating to this Subaward.

13.9. In the Treasury-State Grant Agreement, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Subaward or any other losses resulting in any way from the performance of this Subaward or any contract or subcontract under this Subaward. Furthermore, in the Treasury-State Grant Agreement, Treasury also states that the acceptance of the award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this Subaward.

13.10. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the statement above includes the following:

(a) A member of Congress or a representative of a committee of Congress;

(b) An Inspector General;

(c) The Government Accountability Office;

(d) A Treasury employee responsible for contract or grant oversight or management;

(e) An authorized official of the Department of Justice or other law enforcement agency;

(f) A court or grand jury;

(g) A management official or other employee of the State, DED, or the Subrecipient who has the responsibility to investigate, discover, or address misconduct.

Subrecipient must inform its employees in writing of the rights and remedies provided under this section 13.10, in the predominant native language of the workforce.

14. EFFECTIVE DATE AND TERMINATION

14.1. This Agreement shall become effective upon the last signature after full execution by both Parties.

14.2. This Agreement shall terminate automatically 60 days after DED completes closeout of this Subaward.

14.3. Upon termination, sections 1, 2, 3, 4, 11.3, 12, and 15 of this Agreement shall survive and continue in force.

15. DEFAULT AND REMEDIES

15.1. Subrecipient's knowing misrepresentation of a material fact to DED, whether in Subrecipient's Application, this Agreement, a Request for Payment, or in any communication or document in connection with the Program, is a default event, in which case DED may cancel this Subaward, and Subrecipient shall have no right or claim to this Subaward and shall forfeit and repay the Program Funds received by Subrecipient under this Subaward, plus any program income attributable to the Program Funds.

(a) For the purposes of this section 15.1 of this Agreement, "knowing" means Subrecipient's shareholders, directors, officers, and other employees know or should have known, after reasonable investigation.

15.2. Subrecipient's failure to perform the work in accordance with the terms of this Agreement, maintain satisfactory performance as determined by DED, or otherwise comply with the terms of this Agreement is a default event, in which case DED may take one or more of the following actions:

(a) The imposition of additional award conditions in accordance with 2 CFR 200.208 (Specific conditions), if necessary to cure a default event under this Agreement;

(b) Temporarily withholding Program Funds pending the correction of the deficiency;

(c) The disallowance of costs and the establishment of an accounts receivable;

(d) Restricting Subrecipient to receiving Program Funds only through a cost reimbursement method, as described in section 8.4(a) of this Agreement.

(e) Wholly or partially suspending or terminating the Subaward and this Agreement;

(f) Require Subrecipient to return to DED any Program Funds used for ineligible purposes or unallowable costs;

(g) Initiating suspension or debarment proceedings in accordance with 2 CFR parts 180 and 1326; and

(h) Such other remedies as may be legally available.

15.3. 2 CFR 200.340 (Termination) through 200.343 (Effects of suspension and termination) apply to this Subaward if it is terminated prior to the date in section 13.1 of this Agreement.

16. STANDARD TERMS

16.1. **Federal Laws and Regulations.** This Agreement is subject to the laws and regulations of the United States. Subrecipient must comply with all applicable requirements of all Federal laws, regulations, executive orders, and policies governing the Program in addition to those specifically stated in this Agreement.

16.2. **State Laws and Regulations.** This Agreement is subject to the laws and regulations of the State of Missouri. Subrecipient must comply with all applicable requirements of all Missouri laws, regulations, executive orders, and policies governing the Program in addition to those specifically stated in this Agreement.

16.3. **Ongoing Representations.** All statements and representations by Subrecipient in Subrecipient's Application, this Agreement, any Request for Payment, or in any other writing delivered in connection with the performance of the Subaward or this Agreement, shall survive the signing and delivery thereof and shall be continuing representations unless and until revised by Subrecipient in a writing delivered to DED.

16.4. **Subrecipient Status.** Subrecipient shall not represent Subrecipient or Subrecipient's employees to be employees of DED or the State.

16.5. **IRC 501(c) Subrecipients.** If Subrecipient is an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended:

(a) Subrecipient understands and agrees that in the course of performing the Project, including reporting on the Project and in the State's/DED's monitoring of the Project, it will provide information to the State, DED, their employees and officials, just as any non-IRC 501(c) subrecipient would.

(b) Subrecipient understands that this information may include "personal information" as that term is defined in § 105.1500 RSMo ("Personal Information"),

(c) Subrecipient represents that it voluntarily applied for this Program with the understanding that it may need to provide Personal Information not only in Subrecipient's Application, but also from time-to-time in the course of the Project due to reporting on and monitoring of the Subaward, just as any non-IRC 501(c) subrecipient would.

(d) Subrecipient hereby waives any right it may have under § 105.1500 RSMo to claim that the State, DED, their employees and officials are requiring or otherwise compelling Applicant to release any such information.

(e) Subrecipient further understands that the State and DED may retain records received from Subrecipient that contain personal information, and that the State, DED, and their employees and officials may, just as they would with any non-IRC 501(c) subrecipient, share the records, including Subrecipient's

Application, with contractors and members of any review or advisory committee for the following purposes:

i. Determining eligibility and qualifications of applicants;
ii. Scoring applications;
iii. Ranking applications;
iv. Reviewing and advising on recommended awards;
v. Conducting risk assessments on awarded projects; and
vi. Monitoring and conducting closeout on awarded projects.

(f) Subrecipient further understands that members of the Missouri General Assembly may request information regarding the Program, including applicants, applications, and other information that may include Personal Information.

(g) Subrecipient hereby waives any right it may have under § 105.1500 RSMo to claim that the State, DED, their employees and officials, in releasing information as described in sections 16.5(e) and (f), are releasing, publicizing, or otherwise publicly disclosing Personal Information.

16.6. **Subrecipient's Vendors, Contractors, and Subcontractors**

(a) Subrecipient shall not enter into a contract with any vendor, contractor, or subcontractor that is suspended or debarred by the State (check https://purch.oa.mo.gov/media/pdf/suspendeddebarred-vendors and https://oa.mo.gov/facilities/project-management/debarred-contractors).

(b) Subrecipient must ensure that its vendors, contractors, or subcontractors are registered and in good standing with the State of Missouri by checking the entity on the Missouri Secretary of State's business entity search or by requiring a copy of a certificate of good standing.

16.7. **Authorized Employees – Federal Law.** Subrecipient must comply with the Immigration Reform and Control Act, 8 U.S.C. § 1324a *et seq.*, which prohibits employers from hiring and employing an individual for employment in the U.S. knowing that the individual is not authorized with respect to such employment.

16.8. **Authorized Employees – Missouri Law.** Pursuant to § 285.530.1 RSMo, Subrecipient must not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

(c) Subrecipient submitted with an Affidavit and the Employment Eligibility Verification Program ("E-Verify") Memorandum of Understanding that it will use for employees with Subrecipient's Application to DED.

(d) Subrecipient hereby reaffirms its enrollment and participation in E-Verify with respect to the employees working in connection with this Agreement.

16.9. **Funds Availability.** Funding for this Agreement must be appropriated by the Missouri General Assembly and approved by the Governor for each fiscal year in which Subrecipient submits Requests for Reimbursement to DED. Therefore, this Agreement shall not be binding upon DED for any period in which funds have not been appropriated or approved, and DED shall not be liable for any damages or costs, including attorney's fees, associated with cancellation caused by such unavailability of funds.

16.10. **Notices.** All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and addressed as set forth in Notice to Subrecipient and Notice to DED in section 1 of this Agreement.

(a) Notwithstanding section 16.11 of this Agreement to the contrary, DED and Subrecipient may from time to time designate, unilaterally and by written notice given under this section to the other, additional or substitute contact information.

(b) All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation of receipt, whichever occurs first.

16.11. **Amendments.** This Agreement may be amended, supplemented, reduced, or superseded only by a writing executed by the Parties.

16.12. **Interpretation.** In this Agreement, unless the context otherwise reasonably requires:

(a) Headings are for reference purposes only and shall not alter the interpretation of this Agreement;

(b) Words importing the singular may include the plural and vice versa, as reasonably required by context;

(c) References to any document include references to such document as amended, novated, supplemented, varied, or replaced from time to time;

(d) References to a statute, regulation, federal notice, or executive order means such statute, regulation, federal notice, or executive order as amended from time to time; and

(e) References to a party to this Agreement includes that Party's legal successors (including but not limited to executors and administrators) and permitted assigns.

16.13. **Governing Law**. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Missouri.

16.14. **Consent to Jurisdiction.** Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of Missouri in Cole County, Missouri, or of the United States District Court for the Western District of Missouri, and by signing and delivering this Agreement to DED, Subrecipient hereby voluntarily and irrevocably accepts, generally and unconditionally, to the personal jurisdiction of the aforesaid courts.

16.15. **No Assignment**. Subrecipient shall not assign, including by merger (if Subrecipient is the disappearing entity), consolidation, dissolution, or operation of law, any of its rights or obligations under this Agreement, except with the prior written consent of DED. Any purported transfer in violation of this section 16.15 will be void.

16.16. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective authorized successors and assigns.

16.17. **No Third Party Beneficiaries**. This Agreement does not contemplate any third-party beneficiaries, nor shall it be construed to create any legal right nor authorize a cause of action by any person who is not a Party.

16.18. **Severability**. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.

16.19. **Legal Capacity**. The signatories to this Agreement on behalf of the Parties represent that they have full capacity and authorization to sign this Agreement and bind their respective Parties.

16.20. **No Violation of other Contracts.** The signing, delivery, and performance of this Agreement by Subrecipient will not violate, conflict with, require consent under, or result in any breach or default under the provisions of any material contract or agreement to which Subrecipient is a party.

16.21. **Licenses, Permits, and Approvals.** Subrecipient has obtained, or is capable of obtaining, all material licenses, authorizations, approvals, consents, or permits required by applicable laws to conduct its business generally and to perform its obligations under this Agreement.

16.22. **Counterparts**. This Agreement may be signed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16.23. **Electronic Signatures.** The Parties agree that electronic signatures, whether digital or encrypted, of the Parties are intended to authenticate this writing and have the same force and effect as a wet signature. Delivery of a copy of this Agreement or any amendment to this Agreement bearing a wet or electronic signature by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing a wet or electronic signature.

16.24. **Electronic Documents**. Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

17. ENTIRE AGREEMENT

17.1. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the Parties.

[The remainder of this page is intentionally blank. Signature page follows.]

Department of Economic Development

By:

Maggie Kost, Acting Director	Date signed

Subrecipient The City of Carthage, Missouri

By:

Signature	Printed Name
Printed Title	Date signed

Exhibits

Exhibit 1	Program Guidelines
Exhibit 2	Treasury-State Grant Agreement
Exhibit 3	Program FAQs
Exhibit 4	Subrecipient's Final Project Budget

Exhibit 1

Missouri Department of
Economic Development

COMMUNITY REVITALIZATION GRANT

Program Guidelines

Table of Contents

PROGRAM GUIDELINES

Community Revitalization Grant Program

1. PURPOSE

The Community Revitalization Grant Program (Program) will make significant investments in communities of all sizes throughout Missouri. Through competitive grants, the Program will help support major local priorities in order to spur economic recovery today while helping communities build stronger economies for the future.

The Missouri General Assembly appropriated $100 million to the Department of Economic Development (DED) in House Bill 3020 at § 20.065 (2022).

The Program is funded through U.S. Department of the Treasury (Treasury) Coronavirus State and Local Fiscal Recovery Funds (SFRF) authorized by the American Rescue Plan Act (ARPA). As a result, the grant must comply with various federal requirements, including Treasury regulations in 31 CFR part 35.

2. TIMELINE

DED intends to award all funds in one funding round, but may hold additional funding rounds prior to June 30, 2024 to ensure all available funds have been obligated prior to the ARPA funding deadline.

June 27, 2022 | Draft guidelines posted for public comment
September 16, 2022 | Final guidelines posted
September 28, 2022 | Applications made available
November 30, 2022 | Application cycle closes
January 2023 | Anticipated award announcements

NOTE: Once an application cycle is opened, Applicants will have 60 days to submit applications. Anticipated award announcement date may change depending on the number of applications received.

3. FUNDING CATEGORIES

To ensure geographic diversity in Program awards, DED will make available a certain amount of funds for each economic region of the state.

Central Region: $15 million

North Region: $10 million

Southeast Region: $10 million

Southwest Region: $15 million

Kansas City Region: $20 million

St. Louis Region: $20 million

Statewide/Multi-Region: $10 million

To be considered statewide/multi-region, a project must span two or more economic regions.

4. APPLICANTS

Applicants are the entities receiving funds from the State to carry out the proposed community revitalization project.

4.1 ELIGIBLE APPLICANTS

The following entities are eligible to apply for the Program, providing the proposed project seeks to impact eligible beneficiaries listed in section 5 of these guidelines:

1. Missouri municipalities (incorporated cities, towns, or villages)
2. Missouri counties
3. Missouri Industrial Development Authorities (organized pursuant to Chapter 349 RSMo)
4. Nonprofit organizations (organized pursuant to Chapters 352 or 355 RSMo)

4.2 INELIGIBLE APPLICANTS

Ineligible applicants for this Program include:

1. Political subdivisions not listed in Section 4.1 of these Guidelines
2. For-profit organizations
3. Any organization that is suspended or debarred

5. BENEFICIARIES

To comply with federal requirements, the proposed project must respond to a negative economic impact experienced by individuals, households, communities, small businesses, or industries due to the COVID-19 public health emergency. Federal regulations refer to these groups as "beneficiaries". Some beneficiaries are negatively economically impacted by COVID-19, and others are disproportionately impacted. The distinction is relevant in considering what program, service, or capital expenditure (activities – see section 6) is an eligible response. As set forth in section 6 of these Guidelines, some activities are eligible only for disproportionately impacted beneficiaries.

5.1 IMPACTED BENEFICIARIES

Eligible impacted beneficiaries include:

5.1.1 Impacted Households

a. Low-or moderate-income households[1]
b. Households that experienced unemployment

[1] "Low-income household" and "moderate-income household" are defined terms in the Treasury regulations, 31 CFR 35.3. DED has been using the Federal Poverty Guidelines (FPG) definitions, but Applicants are not limited to that. Note that the household size is the basis for the applicable 2021 FPG—Applicants will need to follow the guidance in Treasury's SFRF Final Rule Notice, 87 FR 4345-4347.

c. Households that experienced increased food or housing insecurity
d. Households that qualify for the Children's Health Insurance Program[2], Childcare Subsidies through the Child Care Development Fund Program[3], or Medicaid[4]
e. For affordable housing programs, households that qualify for the National Housing Trust Fund[5] or Home Investment Partnerships Program[6]

5.1.2 Impacted Small Businesses

Missouri-based business with 50 or fewer employees that has experienced at least one of the following:

a. Decreased revenue or gross receipts;
b. Increased costs; or
c. Decreased capacity to weather financial hardship

5.1.3 Individuals Starting Small Businesses

a. Individuals who are currently employed but are seeking to start a business that will provide better opportunities for economic advancement
b. Individuals who are currently unemployed

5.1.4 Impacted Industries

a. Industries experiencing at least 8 percent employment loss from pre-pandemic levels

5.2 DISPROPORTIONATELY IMPACTED BENEFICIARIES

Eligible disproportionately impacted beneficiaries include:

5.2.1 Disproportionately Impacted Households

a. Low-income households
b. Households in [Qualified Census Tracts]
c. Households that qualify for certain other federal benefits such as TANF, SNAP, and others set forth in the Treasury regulations (31 CFR 35.6(b) (2) (iii))[7]

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2 42 U.S.C. § 1397aa *et seq.*.
3 42 U.S.C. § 9857 *et seq*. and 42 U.S.C. § 618.
4 42 U.S.C. 1396 *et seq*.
5 12 U.S.C. § 4568.
6 42 U.S.C. § 12742 *et seq*.
7 These programs are Temporary Assistance for Needy Families (TANF) (42 U.S.C. § 601 *et seq.*), Supplemental Nutrition Assistance Program (SNAP) (7 U.S.C. § 2011 *et seq.*), Free and Reduced-Price Lunch (NSLP) (42 U.S.C. § 1751 *et seq.*) and/or School Breakfast (SBP) (42 U.S.C. § 1773) Programs, Medicare Part D Low-income Subsidies (42 U.S.C. § 1395w-114), Supplemental Security Income (SSI) (42 U.S.C. § 1381 et seq.*)*, Head Start and/or Early Head Start (42 U.S.C. § 9831 *et seq.*), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) (42 U.S.C. 1786), Section 8 Vouchers (42 U.S.C. 1437f), Low-Income

5.2.2 Disproportionately Impacted Communities

a. Low-income communities (including Qualified Census Tracts).

5.2.3 Disproportionately Impacted Small Businesses:

a. Missouri-based business with 50 or fewer employees,
b. Operating in a Qualified Census Tract, and
c. Small business must have been in operation prior to the COVID-19 pandemic.

6. ACTIVITIES

6.1 ELIGIBLE ACTIVITIES

Project activities should correspond with eligible beneficiaries outlined in section 5 of these Guidelines. Examples are listed below and some activities are only eligible for certain disproportionately impacted beneficiaries; however, applicants generally have flexibility in designing a project under the Program.

6.1.1 Impacted and Disproportionately Impacted Households

1. Development or repair of affordable housing[8]
2. Child nutrition programs
3. Expansion of food bank facilities and programs
4. Creation of new or expansion of temporary residences for people experiencing homelessness[9]
5. Emergency housing assistance to prevent eviction or homelessness
6. Transitional services to facilitate long-term access to banking
7. Financial literacy programs for the unbanked or underbanked

6.1.2 Disproportionately Impacted Communities

1. Renovation, rehabilitation, maintenance, or costs to secure vacant and abandoned properties
2. Removal and remediation of environmental contaminants from vacant and abandoned properties
3. Demolition or deconstruction of vacant or abandoned buildings (including residential, commercial, or industrial buildings) paired with greening or other lot improvement as part of a strategy for neighborhood revitalization

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Home Energy Assistance Program (LIHEAP)(42 U.S.C. § 8621 *et seq.*), and Pell Grants (20 U.S.C. 1070a). 31 CFR § 35.6(b)(2)(iii)(A)

[8] House Bill 1606, enacted in 2022, sets forth certain requirements regarding funds for housing and homelessness. More information will be made available regarding these requirements in an accompanying frequently asked questions document.

[9] See footnote 8 for more information if you are proposing a project that will use ARPA funds for homelessness or housing.

4. Converting vacant or abandoned properties into affordable housing
5. Neighborhood cleanup programs
6. Development of parks and green spaces
7. Development of recreational facilities
8. Creation of sidewalks, crosswalks, streetlights

6.1.3 Impacted Small Businesses

1. Training, consulting, and coaching programs designed to help existing small businesses grow
2. Training, consulting, and coaching programs designed to help individuals start and grow new small businesses

6.1.4 Disproportionately Impacted Small Businesses

1. Rehabilitation of commercial properties
2. Storefront improvements programs
3. Façade improvements programs

6.2 ADDITIONAL ACTIVITIES

In addition to the enumerated activities in section 6.1, applicants may identify COVID-19 negative economic impact on an individual or class and design a program that responds to that impact. Responses should be related and reasonably proportional to the harm identified, and reasonably designed to benefit those impacted. In order to prove project eligibility, the applicant must provide quantitative and qualitative data that supports the assertion of impact to identified beneficiaries, and rationalizes project approach to addressing the need. Applicants proposing an additional activity not set forth in section 6.1 of these Guidelines are encouraged to consult Treasury's SFRF Final Rule Notice, 87 FR 4343-45, for more information about Treasury's standards if interested in designing your own program for DED's consideration.

6.3 INELIGIBLE ACTIVITIES

Grant funds may not be used for the following activities:

1. Demolition of vacant or abandoned residential properties that exacerbates the COVID-19 pandemic's impact on housing insecurity or lack of affordable housing (see Treasury's SFRF Final Rule Notice, 87 FR 4343-45, 4374-75, for more information).
2. General infrastructure projects, including street or road construction, maintenance or repair, bridges, parking lots, and other surface

transportation infrastructure, where that activity is the predominant component.
3. Construction of new correctional facilities as a response to an increase in rate of crime.
4. Large capital expenditures intended for general economic development are generally not eligible activities, per Treasury guidance.
5. General economic development or workforce development activities that seek to generally enhance the jurisdiction's business climate.
6. Programs providing grants to small businesses.
7. A program, service or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. This includes programs or services that impose conditions for participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with practices included in CDC guidance. (See Treasury's SFRF Final Rule Notice, 87 FR 4340, 4431, for more information).
8. Debt service, satisfying an obligation under a judgment or settlement agreement, or contributing to a "rainy day" fund.
9. Generally projects that are otherwise eligible for funding under other ARPA Programs in the State of Missouri may not be considered under this Program.

7. PROJECT BUDGET

Applicants will be required to submit a detailed budget for the project that includes anticipated costs of the proposed project, as well as matching funds (for more information on matching funds, see section 7.5 of these Guidelines).

7.1 ELIGIBLE TIME PERIOD

Reimbursement will only be issued for costs incurred and paid after notification of award and before September 30, 2026.

7.2 MINIMUM AND MAXIMUM AWARDS

1. Grant minimum: $250,000; and
2. Grant maximum: Applicants may apply for multiple projects. Total requests for one applicant may not be for more than 25% of the total amount available for the applicable funding category listed in section 3 of these Guidelines. Applicants may apply under multiple funding categories.

7.3 ELIGIBLE COSTS

Subrecipients[10] will be able to request reimbursements on up to a monthly basis for costs to carry out the project. Whether seeking reimbursement for costs or to treat them as matching funds, costs must be "allowable costs." Treasury, by 2 CFR § 1000.10, has adopted the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, set forth at 2 CFR part 200 (Uniform Guidance). There are cost principles in Subpart E of the Uniform Guidance that apply to this Program that are not repeated in full in these Guidelines. To be an allowable cost generally, the cost must be reasonable and necessary to carry out the project, and have been incurred directly or indirectly in the performance of the project.

Subrecipients will need to comply with all applicable cost principles and other requirements in the Uniform Guidance.

Examples of allowable project costs are:

1. New construction, expansion, or renovation costs.
2. Equipment and furnishings necessary for project to become operational
3. Paid services necessary for construction such as legal, architectural, engineering, etc.
4. Rehabilitation, renovation, maintenance, or costs to secure vacant or abandoned properties to reduce their negative impact.
5. Demolition or deconstruction of vacant or abandoned buildings.
6. Other costs such as environmental assessment, appraisal, permits, and inspections.
7. Grant administration costs not to exceed the lower of 4% of the grant award or $100,000.
    a. Grant administration activities are limited to costs related to facilitating project completion, and must be included in project budget as part of the application. Administration may include, but is not limited to, services for: procurement, contract management, labor standards, equal opportunity/civil rights, property management, accounting, reporting, and project closeout. Audit costs must be budgeted separately from administrative costs.

7.3.1 Capital Expenditures

Projects that include capital expenditures (regardless of the funding source) greater than or equal to $1 million require written justification to include:

[10] Upon award, applicants are referred to as subrecipients under the State (Recipient).

1. Description of the harm or need to be addressed and why the harm was exacerbated or caused by the public health emergency;
2. Explanation of why a capital expenditure is appropriate; and
3. Comparison of proposed capital project against at least two alternative capital expenditures and demonstration of why the proposed capital expenditure is superior.

Additional information regarding the required written justification can be found in Appendix B.

7.4 INELIGIBLE COSTS

The following costs may not be reimbursed by the grant or counted as matching funds:

1. Any costs incurred prior to March 3, 2021.
2. Costs not paid and submitted to DED by September 30, 2026.
3. Costs that are not allowable costs applying the principles in Subpart E of the Uniform Guidance
4. Costs for services and activities if the Applicant did not follow applicable procurement requirements.
5. Costs of ineligible activities (see section 6.3 of these Guidelines).
6. Duplication of Benefits Prohibited: Costs that have been or will be reimbursed by other funds, including but not limited to federal, state or local grants, insurance reimbursements, forgivable loans, or federally insured loans.

7.5 MATCHING FUNDS

Although subrecipients must contribute at least 50% of the total project costs, projects that demonstrate the ability to provide matching funds greater than 50% will score higher. All fund sources must be identified in the submitted project budget, which must include the uses for each fund source.

7.5.1 Eligible Match

The following are considered eligible match:

1. Local sources of cash
2. In-kind contributions (Please refer to *2 CFR § 200.306* for restrictions)
3. Local payment for grant administration services
4. Coronavirus Local Fiscal Recovery Funds (CLFRF) received through ARPA
5. Other local Federal fund sources (if that grant allows it to be matched with ARPA SFRF funds)

Eligible expenses incurred on or after March 3, 2021, and paid with sources of funding identified in this section, may be counted toward match.

7.5.2 Documenting Matching Funds

The Applicant must submit documentation demonstrating capacity to provide the matching funds, to include the local match (cost share) and financial statements from participating organizations (as applicable).

The Applicant must provide documentation that the matching funds will:

1. Be committed to the project for the period of performance,
2. Be available as needed, and
3. Not be conditioned or encumbered in any way that may preclude its use consistent with the requirements of this grant Program.

To meet these requirements, Applicants must submit, for each source of the matching share, an MOU or similarly authorizing document that is signed by an authorized representative of the organization providing the matching funds. Appropriate authorizing documents include:

1. A commitment letter;
2. A board resolution; or
3. Equivalent document.

Additional documentation may be requested by DED to substantiate the availability of the matching funds.

7.5.3 Needs-based Modification of Match

Applicants may be eligible for a needs-based modification that reduces total match required from 50% to 20%. For example, on a $500,000 project the applicant would be required to provide match for $100,000 of total project costs instead of $250,000.

In order to be eligible for a reduced match, the project must meet BOTH of the criteria outlined below:

1. Project Score: Project must score in the top 25% of all projects, excluding Appendix A, Section 3: Matching Funds; and
2. Financial Need: The community or communities in which the project is located were not eligible to receive federal ARPA funds equal to the required 50% match.

Additional reasons may be submitted for consideration of financial need, however: The following factors will not be considered justification for a needs-based modification of match, and/or may result in denial of a modification request:

1. The community or communities in which the project is located have already allocated available funding to other projects

2. The community or communities in which the project is located turned down potential sources of match, including federal ARPA funds

To seek eligibility for the needs-based reduction in match, the applicant will need to submit a narrative explaining their financial need for this reduction. If an applicant is granted a reduced match, the application will receive the maximum available points in the match section when being scored.

7.6 LABOR PRACTICES/REPORTING REQUIREMENTS

Any project exceeding $10 million in total capital expenditures must comply with prevailing wage requirements under Davis-Bacon. Applicants will be responsible for reviewing and maintaining documentation of compliance with labor standard requirements. Additional requirements are:

(1) A project workforce continuity plan;
(2) Reporting whether the project prioritizes local hires; and
(3) Reporting whether the project has a Community Benefit Agreement, with a description of any such agreement.

Additional information on these requirements is in Treasury's SFRF Compliance and Reporting Guidance (Version 4.2, August 15, 2022). Treasury may update this document from time to time so check Treasury's SFRF webpage linked to in section 10 of these Guidelines.

8. SELECTION CRITERIA

This Program is a competitive grant. To qualify to be scored, Applicants must meet all of the eligibility requirements listed in section 8.1 below. Applications will then be scored and ranked based on the criteria listed in section 8.2.

8.1 ELIGIBILITY REQUIREMENTS

Applicants must demonstrate that the proposed project meets the following requirements before their application will be considered for funding.

1. The Applicant is registered with the Missouri Secretary of State to conduct business in the State, if applicable to the business entity type, and provides a certificate of good standing with its application;
2. The Applicant is registered in SAM.gov, and can provide a Unique Entity Identifier that was generated by SAM.gov (Note: DUNS numbers have been removed from SAM.gov as of April 4, 2022 – existing registered entities can find their Unique Entity ID by visiting the SAM.gov

website and following the instructions for requesting a Unique Entity ID). If an Applicant is in process of obtaining its Unique Entity ID, that will be satisfactory to proceed to scoring; however, no Grant Agreement will be entered into with an Applicant until it has a Unique Entity ID;

3. The Applicant has a Missouri Tax ID Number (EIN);
4. The Applicant has a Federal Employer Identification Number (FEIN);
5. The Applicant is not delinquent in taxes owed to the State of Missouri;
6. The Applicant has signed the Certification Regarding Debarment and Suspension and Other Responsibility Matters document provided by DED;
7. The Applicant is enrolled in E-Verify and provides a copy of its signed Memorandum of Understanding with the U.S. Department of Homeland Security, as required by § 285.530 RSMo[11];
8. The Applicant is an eligible entity listed in section 4 of these Guidelines
9. The proposed project includes eligible beneficiaries as outlined in section 5 of these Guidelines
10. The proposed project includes eligible activities as outlined in section 6 of these Guidelines;
11. The Applicant provides letters of support (See Appendix B).

8.2 SCORING FACTORS

Applications meeting the requirements in section 8.1 of these Guidelines will be scored and ranked based on the criteria listed in the scorecard in Appendix A of these Guidelines.

Funds for each Funding Category listed in section 3 of this document will be awarded based on score from highest to lowest until all funds have been obligated from that category. Should two or more projects score the same, funds will be awarded in the order completed applications were received by DED.

8.2.1 Scoring Process

Scoring will be completed as follows:

1. Each application will be reviewed by more than one internal DED reviewer.
2. Scores will be averaged to create one final score for each application.

[11] The E-Verify Program is currently the only federal work authorization program as described in § 285.530 RSMo. If Applicant is not already enrolled in E-Verify, go to https://e-verify.uscis.gov/enroll/ to learn what is needed to enroll and enroll in the program. Applicant can provide a copy of the entire MOU or it can provide the last few pages starting with the signature page. Include the page(s) with "Information relating to your Company" and "Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State", which should be the pages immediately after the signature page.

3. If two or more projects score the same, funds will be awarded in the order completed applications were received.
4. Applications will be ranked within their respective Funding Category listed in section 3 of these guidelines by total score. Projects will be awarded from highest to lowest until funds for that Category are exhausted. If the eligible applications in a Category will not use up the available funds for that Category, DED reserves the right to move the unused funds to another Category with demand that exceeds that Category's cap. DED does not intend to hold a second round of funding for this Program.

9. APPLICATION PREPARATION

9.1 APPLICATION SUBMISSION

Applicants can access and complete the application for this Program using the **MO DED ARPA Application Portal**. Once applications are made available, applicants will have **60** days to submit complete applications.

9.1.2 Submitting Multiple Applications

Applicants wishing to submit multiple projects for grant funding will need to submit multiple applications using their ARPA Grant Portal Account.

9.2 REQUIRED DOCUMENTATION

Applicants will be required to submit documentation to the ARPA Grant Portal demonstrating eligibility and supporting their application narratives. A list of acceptable documentation is contained in Appendix B of these guidelines.

9.2.1 Community Support

There will be two different types of support required in the application process.

Community Leader Letters of Support

Letters of support from elected community leaders such as; mayors, county commissioners, state representatives, state senators, and federal delegation, may be uploaded during the application process. All letters must be on official letterhead of the writer and must be dated within six months of application submission.

Other Stakeholder Support

During the application process, applicants will have an opportunity to upload letters of support from other stakeholders or provide contact information for additional stakeholders to provide support. Upon submission of the application, those stakeholders will be notified via email with a link to provide a note of support for the project.

9.3 REQUIRED NARRATIVE

Applicants will be required to submit several detailed narratives to help illustrate the impact of the proposed project, the applicant's experience and capacity, and the level of collaboration and community support.

9.3.1 Project Overview Narrative

The applicant's project overview must clearly articulate the following:

1. The eligible beneficiary groups the proposed project will serve.
2. Detailed plans for how the recipient will serve the identified eligible beneficiary groups, including what eligible activities will be undertaken.
3. The ways in which identified project partners will conduct project activities to serve impacted beneficiaries.
4. The number of beneficiaries to be served by the proposed project.
5. Specific, measurable, achievable, relevant, and time bound performance measures that will be tracked to show that the proposed project serves the intended beneficiaries.

9.3.2 Past Performance Narrative

The applicant's past performance narrative should clearly detail examples of past projects administered by the applicant that:

1. Exhibit similar federal funding requirements, tracking, monitoring and compliance; and
2. One of the following:
    a. Exhibit similar budget to the proposed project; or
    b. Exhibit similar numbers of beneficiaries to the proposed project; or
    c. Exhibit similar measurable outcomes to those proposed in the current application.

9.3.3 Budget

The applicant must submit a budget that includes itemized anticipated costs, clear milestones and timelines for when costs are expected to be paid, and the specific sources and uses of funds.

9.3.4 Accounting and Financial Systems Narrative

The accounting and financial systems narrative thoroughly articulates that the applicant has each of the following in place:

1. Appropriate accounting controls;
2. Financial reporting systems;

3. Systems to track beneficiary participation (not required when beneficiary is a disproportionately impacted community).

9.3.5 Community Priority Narrative

Projects should be in alignment with community priorities. This should be illustrated by one or both of the following in the applicant's community priority narrative:

1. Clearly illustrate broad support for the project across stakeholder groups.
2. Demonstrate that the project is a continuation of a community priority project that was delayed due to the COVID-19 pandemic (additional documents demonstrating the delay being due to the pandemic are required).

10. AGREEMENTS

10.1 GRANT AGREEMENT

1. If an Applicant's project is awarded a Program grant, the Applicant, or Subrecipient, will enter into a grant agreement with DED (Grant Agreement), committing to complete the project as set forth in the application, among other obligations.

2. The Grant Agreement will pass through to Subrecipient the requirements imposed on the State of Missouri under its agreement with Treasury. The Grant Agreement will also include state law and other requirements for Program administration.

3. Because this Program is federally funded, various federal laws, regulations, and guidance will apply under the Grant Agreement. Prospective Applicants are encouraged to acquaint themselves with some of the requirements by visiting these resources:

(a) The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200 (when reading these regulations, a prospective Applicant should understand that it would become a "subrecipient" receiving a "subaward" from DED/the State, which is the "pass-through entity" (also referred to as a "non-Federal entity");

(b) 42 U.S.C. § 802, Coronavirus State Fiscal Recovery Fund (SFRF);

(c) 31 CFR part 35, Treasury's SFRF regulations;

(d) Treasury's SFRF webpage containing guidance on compliance and reporting.

4. The Grant Agreement will also include requirements regarding the following:

(a) In addition to documents submitted to obtain reimbursement of costs, Subrecipient must submit reports to DED in a format and frequency to be specified by DED, to include beneficiaries served, project activities and associated expenditures, and any data allowance metrics. Reports will be required that allow DED to meet Treasury's reporting requirements for SFRF.

(b) DED may monitor Subrecipient for compliance with the terms of the Grant Agreement and applicable federal laws, regulations, and guidance; and Subrecipient will cooperate in all monitoring.

(c) Record retention and inspection.

(d) Audits relating to the grant, including cooperating with federal and state representatives and providing requested access, information, and records for such audits.

(e) If DED determines, based on monitoring, an audit, or otherwise, that Subrecipient is not complying with the terms of the Grant Agreement and applicable federal laws, regulations, and guidance, DED may take actions as set forth in, but limited to, 2 CFR § 200.339.

(f) Grant closeout by DED.

5. Records created in the administration of the Program and in communications about it, including records submitted by and provided to applicants and subrecipients, will be subject to federal and state open records laws. DED may be required to disclose some information in the records relating to the Program or in agency communications upon DED's receipt of a third party request.

6. DED may disclose grant records to other state agencies or public governmental bodies in the course of administering the grant.

Missouri Department of
Economic Development

Appendix A: Scorecard

Community Revitalization Grant Program

Criteria	Weight	Maximum Score
1. Proposed Project Impact		**27**
A. Beneficiaries Impacted and Served	12	
B. Economic Impact	15	
2. Community Support		**22**
A. Stakeholder Project Support	22	
3. Applicant Experience and Capacity		**31**
A. Budget and Timeline	6	
B. Matching Funds	15	
C. Financial Management	10	
Total		**80**

1. Proposed Project Impact

Beneficiaries Impacted and Served	**Possible Points**	**Points Total**
Impacted area project population: A. 0-49,999 B. 50,000-199,999 C. 200,000+	A - 3 B - 2 C - 1	
Project is serving "Disproportionately Impacted" communities	Yes - 2 PS - 1 No - 0	
Beneficiaries to be served are primarily located in QCTs	Yes - 2 PS - 1 No - 0	
Beneficiaries to be served are primarily LMI status	Yes - 2 PS - 1 No - 0	
Provided specific, measurable, achievable, relevant, and time bound (SMART) performance measures that will be tracked to show how the proposed project serves the intended beneficiaries.	Yes - 3 PS - 1 No - 0	
Beneficiaries Impacted and Served Points		0

Economic Impact	Possible Points	Points Total
Narrative clearly demonstrates need in the community and how the project benefits the community at large through qualitative and quantitative data.	10-15	
Narrative partially demonstrates need in the community and how the project benefits the community at large through qualitative and quantitative data.	5-9	
Narrative does not demonstrate needs in the community and how the project benefits the community at large through qualitative and quantitative data.	0-4	
Economic Impact Points		0
PROPOSED PROJECT IMPACT POINTS		**0**

2. Community Support

Stakeholder Project Support	Possible Points	Points Total
The applicant includes support letters from the Mayor and/or County Commissioners in the project area, not to exceed 4 letters.	0-5	
The applicant includes support letters from at least one state representative and one state senator in the project area. *Applicant may include additional letters of support if desired.*	0-5	
The applicant includes support from additional stakeholders in the project area, not to exceed 10 submissions.	0-10	
The applicant includes a support letter from a member of the Federal Congressional delegation representing the area in which the project is or will be located.	0-2	
Stakeholder Project Support Points		0
COMMUNITY SUPPORT POINTS		**0**

3. Applicant Experience and Capacity		
Budget and Timeline	**Possible Points**	**Points Total**
Budget includes full proposed project budget with itemized costs. *This is a requirement, and failure to meet will result in denial of the application*	Yes - 2 PS - 1 No - 0	
The timeline demonstrates key project milestones and timelines for when costs are expected to be paid.	Yes - 2 PS - 1 No - 0	
Narrative provides strong support for reasonableness of costs	Yes - 2 PS - 1 No - 0	
	Budget and Timeline Points	0
Matching Funds	**Possible Points**	**Points Total**
Share of matching funds		
Applicant qualifies for needs-based match.	10	
Applicant has secured and provides a clear description of matching funds **of 70% or greater** of the total project cost, and documentation that they are secured.	10	
Applicant has secured and provides a clear description of matching funds **60-69%** of the total project cost, and documentation that they are secured.	9	
Applicant has secured and provides a clear description of matching funds **50-59%** of the total project cost, and documentation that they are secured.	8	
Applicant provides a general description of potential matching funds that are **50% or more** of total project cost, **OR not yet secured**.	5-7	
Applicant does not identify at least 50% matching funds and does not qualify for a needs-based exception. *This is a requirement, and failure to meet will result in denial of the application.*	0	
Source of matching funds		

Applicant match funds are derived from local sources	0-5	
Matching Funds Points		0
Financial Management	**Possible Points**	**Points Total**
The application thoroughly articulates that the Applicant has the following in place: 1. Roles, responsibilities, and experience of all individuals administering the grant; 2. Appropriate accounting controls; AND 3. Financial reporting systems.	6-10	
The application incompletely articulates that the Applicant has the following in place: 1. Roles, responsibilities, and experience of all individuals administering the grant; 2. Appropriate accounting controls; AND 3. Financial reporting systems.	1-5	
The application does not articulate that financial systems are in place. *This is a requirement, and failure to meet will result in denial of the application.*	0	
Financial Management Points		0
APPLICANT EXPERIENCE AND CAPACITY POINTS		**0**

TOTAL COMMUNITY REVITALIZATION GRANT SCORE:	

APPENDIX B: REQUIRED DOCUMENTATION

Community Revitalization Grant Program

In preparation for application, grant applicants are encouraged to ensure they have the following information ready and available for upload during the application process. Having this prepared in advance of application will facilitate a timely application process, as well as assist applicants in ensuring a complete and accurate application is submitted.

B.1 APPLICATION REQUIREMENTS AND DOCUMENTATION
The list below is the minimum required information for the submission of a complete application.

Requirement	Sources for Obtaining Information or Documents
Registered and in good standing with MO Secretary of State, if required for the entity type	A copy of a certificate of Good Standing for your entity, which can be obtained through Missouri Business Filings (mo.gov)
Unique Entity ID from SAM.gov	If Applicant does not already have Unique Entity ID from SAM.gov, register to obtain one at SAM.gov | Entity Registrations (see note in section 8.1 about being in the process of obtaining a Unique Entity ID)
MO Tax ID Number	MO Tax ID Number
Federal Employer Identification Number (FEIN)	IRS.gov
SAM II Vendor ID Number	Vendor Input Form
Statement of No Tax Due	Entities must show they are compliant with state sales and withholding tax laws to be eligible for funding. To register and obtain your Statement of No Tax Due, visit No Tax due (mo.gov)
E-Verify Registration and MOU	You will need a copy of the **electronically** signed Memorandum of Understanding between your entity and the U.S. Department of Homeland Security, https://e-verify.uscis.gov/enroll
Certification Regarding Debarment and Suspension and Other Responsibility Matters	Debarment and Suspension form
Leadership and Ownership Information	Leadership and Ownership form

Applicant Certification	[Click here for Application Certification form.]
Project Narratives	Include relevant data, identified needs, rationale, summary, etc.
List of Project Stakeholders	Including proposed Beneficiaries served.
Letters of Support	Letters should be from Community and Project Stakeholders.
Project Location	Include address or coordinates if not addressed.
Project Site Map (if applicable)	Include a site map of the proposed project.
Project Schedule	Include proposed project timeline and milestones.
Project Statement of Sources and Uses	The project statement of sources and uses template can be found here.
Engineer Estimate of Cost (if applicable)	Include a preferred option and documentation of project alternatives.
Architect Estimate of Cost (if applicable)	Include a preferred option and documentation of project alternatives.

B.2 TREATMENT OF CAPITAL EXPENDITURES

Any use of funds for a capital expenditure must comply with the Treasury's requirements for capital expenditures, in addition to other standards for uses of funds.

For large-scale capital expenditures, which have high costs and may require an extended length of time to complete, as well as most capital expenditures for non-enumerated uses of funds, Treasury requires that written justification be submitted by the State as part of regular reporting. Projects with total expected capital expenditures of $1 million or greater must undergo additional analysis to justify their capital expenditure.

In all cases where required, Written Justification must include the following:

A. Description of harm or need to be addressed: Applicants should provide a description of the specific harm or need to be addressed, and why the harm was exacerbated or caused by the public health emergency. When appropriate, applicants may provide quantitative information on the extent and type of the harm, such as the number of individuals or entities affected.

B. Explanation of why a capital expenditure is appropriate: Applicants should provide an independent assessment demonstrating why a capital expenditure is appropriate to address the specified harm or need. This should include an explanation of why existing capital equipment, property, or facilities would be inadequate to addressing the harm or need and why policy changes or additional funding to pertinent programs or services would be insufficient without the corresponding capital expenditures.

C. Comparison of the proposed capital expenditure against alternative capital expenditures: Applicants should provide an objective comparison of the proposed capital expenditure against at least two alternative capital expenditures and demonstrate why their proposed capital expenditure is superior to alternative capital expenditures that could be made. Specifically, applicants should assess the proposed capital expenditure against at least two alternative types or sizes of capital expenses that are potentially effective and reasonably feasible. Where relevant, applicants should compare the proposal against the alternative of improving existing capital assets already owned or leasing other capital assets. Applicants should use quantitative data when available, although they are encouraged to supplement with qualitative information and narrative description. Applicants that complete analyses with minimal or no quantitative data should provide an explanation for doing so.

B.3 REQUIRED DOCUMENTATION FOR PROOF OF BENEFICIARY ELIGIBILITY

The list below is the minimum documentation needed to provide proof of beneficiary eligibility. **This does not need to be provided with the grant application but is provided here for designing your proposed project**. DED reserves the right to request additional documentation or to modify the required documentation.

Eligible Beneficiary Classes	Documentation Needed by Subrecipient
Impacted Households	
Low-to-Moderate Income (LMI)	(1)Self-attestation of the household size; and (2) Verification of the household members' paycheck stub(s)or tax records
Households that experienced unemployment	Document from the Missouri Department of Labor, Division of Employment Security verifying unemployment status

Households that experienced increased food or housing insecurity	(Food) Self-attestation the individual is facing food insecurity issues (Housing) Self-attestation the individual is having difficulty finding affordable, safe, and/or quality housing, is having unreliable or inconsistent housing, or is homeless
Households that qualify for the Children's Health Insurance Program (CHIP), Childcare Subsidies through the Child Care Development Fund Program or Medicaid	Documentation verifying eligibility or enrollment in federal benefits from the state or federal agency administering the benefits
For affordable housing programs, households that qualify for the National Housing Trust Fund (NHTF) or Home Investments Partnerships Program (HOME)	Documentation of qualifications under either the National Housing Trust Fund (NHTF) or Home Investments Partnerships Program (HOME). Additional reporting will be required.
Impacted Small Businesses	
Decreased revenue or gross receipts	Proof of decreased revenue through tax documentation.
Increased costs	Receipts showing increased costs.
Capacity to weather financial hardship	Documentation that the small business has poor capacity to weather financial hardship.
Individuals Starting Small Businesses	
Individuals who are currently employed but are seeking to move to a job that provides better opportunities for economic advancement, such as higher wages or more opportunities for career advancement.	Self-attestation that the individual is currently employed and is seeking training to move to a job that provides better opportunities for economic advancement such as: a)opportunities for career advancement b)higher wages
Individuals experiencing unemployment and who want to and are available to work	Document from the Missouri Department of Labor, Division of Employment Security verifying unemployment status

Impacted Industries	
Industries experiencing at least 8 percent employment loss from pre-pandemic levels	Documentation verifying an 8% employment loss in the specified industry
Disproportionately Impacted Households	
Low-income households	(1)Self-attestation of the household size; and (2) Verification of the household members' paycheck stub(s)or tax records
Households in Qualified Census Tracts (QCT)	A tool for mapping QCTs can be found here.
Households that qualify for certain federal benefits such as: TANF, SNAP, NSLP, SBP, Medicare Part D Low-income Subsidies, SSI, Head Start and/or Early Head Start, WIC, Section 8 Vouchers, LIHEAP, and Pell Grants.	Documentation verifying eligibility or enrollment in federal benefits from the state or federal agency administering the benefits
Disproportionately Impacted Communities	
Low-income communities (including Qualified Census Tracts)	A tool for mapping Low-income communities can be found here.
Disproportionately Impacted Small Businesses	
Small businesses operating in Qualified Census Tracts (QCT)	A tool for mapping QCTs can be found here.

Exhibit 2

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND

Recipient name and address: State of Missouri 301 W. High St, Room 570 Jefferson City, Missouri 65101	DUNS Number: 073134579 Taxpayer Identification Number: 446000987 Assistance Listing Number and Title: 21.027

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund.

As a condition to receiving such payment from Treasury, the authorized representative below hereby (i) certifies that the recipient named above requires the payment to be made pursuant to section 602(b) of the Act in order to carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto.

The following applies only to States:
Section 603(b)(2) of the Act as added by section 9901 of ARPA authorizes Treasury to make payments to States for the State to distribute to nonentitlement units of local government within the State in accordance with section 603(b)(2). The authorized representative below hereby agrees to use such payment from Treasury to make payments to such nonentitlement units of local government in accordance with Section 603(b) and Treasury's implementing regulations and guidance.

Section 603(b)(3)(B)(ii) of the Act authorizes Treasury to make payments to States, in the case of an amount to be paid to a county that is not a unit of general local government, for the State to distribute to units of general local government within such county in accordance with Section 603(b)(3)(B)(ii) of the Act. To the extent applicable, the authorized representative below hereby agrees to use any such payment from Treasury to make payments to such units of general local government in accordance with Section 603(b) of the Act and Treasury's implementing regulations and guidance.

Recipient:

Stacy Neal
Authorized Representative Signature (above)

Authorized Representative Name: Stacy Neal

Authorized Representative Title: Director of Accounting, Office of Administration

Date Signed: 7/26/21

U.S. Department of the Treasury:

Authorized Representative Signature (above)

Authorized Representative Name:

Authorized Representative Title:

Date Signed:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds.

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs.Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest.Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

   i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

   ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

   iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

   iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions.In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

   i. A member of Congress or a representative of a committee of Congress;

   ii. An Inspector General;

   iii. The Government Accountability Office;

   iv. A Treasury employee responsible for contract or grant oversight or management;

   v. An authorized official of the Department of Justice or other law enforcement agency;

   vi. A court or grand jury; or

   vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the State of Missouri (hereinafter referred to as "the Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit http://www.lep.gov.

4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

    The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any

personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

State of Missouri
Recipient

7/26/21
Date

Stacy Neal
Signature of Authorized Official:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Exhibit 3

Missouri Department of
Economic Development

Frequently Asked Questions
ARPA Community Revitalization Grant Program

This document contains answers to frequently asked questions (FAQ) regarding the Department of Economic Development ("DED") ARPA Community Revitalization Grant Program ("Program"). These FAQs are for this Program and not for any other Missouri ARPA program, including others administered by DED.

DED will be updating this document periodically in response to questions received from stakeholders; changes will be clearly marked.

Prospective applicants should consult the Program Guidelines as well as the federal requirements for the federal funding source for the Program, the State Fiscal Recovery Fund (SFRF). The federal requirements are in the form of regulations, Final Rule supplementary information, FAQs, and guidance documents. The federal requirements will be incorporated into the grant agreement entered into between DED and successful applicants.

Q1: How much of the overall funding is available for the first round of applications?

A1: For the FY2023 budget (July 1, 2022-June 30, 2023), The Missouri General Assembly appropriated $100 million in House Bill 3020 for this Program, of which the full amount is available to applicants applying by November 30, 2022. If the full amount is not awarded, DED may open subsequent rounds to award remaining funds.

Refer to the Program Guidelines, Sections 1 & 3.

Q2: How much funding is available for each project?

A2: The project minimum amount and an Applicant's Program maximum amount are in the Program Guidelines, Section 7.2.

Q3: Can an Applicant submit multiple applications to the Program?

A3: Yes. An Applicant can apply for grants for multiple projects. Each project should be submitted as a separate application. Applicants are subject to Program maximum amounts identified in the Program Guidelines, Section 7.2.

Q4: What is a Qualified Census Tract ("QCT")?

A4: Defined in 26 U.S.C. § 42(d)(5)(B)(ii)(I), and designated by HUD, QCTs must have 50 percent of households with incomes below 60 percent of the Area Median Gross Income (AMGI) or have a poverty rate of 25% or more. Please refer to the ARPA Community Identifier Map to find Qualified Census Tracts.

(Source: Treasury's SFRF regulations 31 CFR § 35.3)

Q5: How will applications from the same entity be evaluated?

A5: Applications will be evaluated using the scoring rubric (subject to maximum award amounts per region). Refer to the scoring rubric in the Program Guidelines, Appendix A.

Q6: What happens if the funds allocated to a specific economic region of the state are not fully awarded?

A6: If the Program does not receive sufficient eligible applications to meet the maximum cap for a specific economic region of the state, DED reserves the right to transfer unused funds from one region to another region with high demand for funding.

Refer to the Program Guidelines, Section 8.2.1, paragraph 4.

Q7: What is meant by the required 50% match?

A7: The required 50% match means that at least 50% of the total project cost must be funded by sources other than the Program grant. For example: If a proposed project will cost $1 million, and, at least $500,000 in eligible matching funds must be contributed toward the project, leaving the amount that could be paid through the Program grant at $500,000.

Refer to the Program Guidelines, Section 7.5

Q8: Can an applicant qualify for a needs-based modification of match if community ARPA funds were available but not awarded to the proposed project?

A8: No. If the community or communities in which the project is located have already awarded available local ARPA funding (and the amount received was at least equal to the 50% match for a project) to other projects, that is not justification for a needs-based modification of match. Additional reasons may be submitted for consideration of financial need and are identified in the Program Guidelines, Section 7.5.3.

Q9: If a project's address is within city limits and serves city residents, but the applicant is located in a neighboring city, how should the applicant define community?

A9: The community to be served should be the community identified.

Q10: Can an ongoing project include matching funds that have already been expended?

A10: Yes, but funds qualify as eligible match only if the costs were incurred and paid on or after March 3, 2021.

Refer to the Program Guidelines, Section 7.5.1

Q11: In the Scorecard, for Matching Funds, what documents must be provided for matching funds to be considered "secured" as opposed to the application describing "potential matching funds"?

A11: An Applicant demonstrates that funds are secured by uploading a document such as the following:

a. From a partner organization – a signed letter on the partner's letterhead is sufficient to demonstrate the match is secured.
b. From an individual – the applicant must provide a signed letter from the individual to demonstrate the match is secured and will be committed upon grant award.
c. From the applicant – local cash documentation must be provided through a bank statement or some other verified proof.
d. In-kind (non-cash) sources – a narrative outlining those sources is sufficient, however, if the contribution is coming from another person or entity, a letter must be provided stating what will be contributed in order for the match to be considered secured.

Refer to the Program Guidelines, Section 7.5.2 and Scorecard, Appendix A, § 3, Matching Funds

Q12: Will Neighborhood Assistance Program (NAP) tax credits be an eligible source of match?

A12: Yes, but only if NAP tax credits have been awarded to the project.

Q13: If an Applicant has applied to another grant program for funding to use as match for this grant, but has not received an award notification, will those funds count toward the match?

A13: Yes, but the identified matching funds will not be considered "secured" which will result in reduced points according to the Scorecard.

Refer to the Program Guidelines, Section 7.5.2 and Appendix A

Q14: Can acquisition of buildings or land be funded under this program?

A14: Possibly. Land or building acquisition is a capital expenditure as defined in 2 CFR § 200.1 (also see the definition of capital assets). As such, the requirements in the Program Guidelines, Section 7.3.1 and Appendix B, Section B.2 apply. Additionally, if acquisition of property or land is not an eligible activity in Section 6.1 of the Program Guidelines, Section 6.2 will apply to such an activity.

Applicants should be mindful of the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601 et seq.), which applies to projects funded with federal funds.

Q15: What are the additional requirements for projects with capital expenditures of $1M or greater?

A15: Treasury requires that a written justification be provided for projects with total capital expenditures equal to or greater than $1M. Applicants may wish to refer to the Treasury's Final Rule, supplementary information, "Capital Expenditures" which discusses the Written Justification requirements (pages 4389-4395/PDF pages 52-56) for more information.

Refer to the Program Guidelines, Section 7.3.1 or Appendix B

Q16: Are there additional requirements for projects with capital expenditures greater than $10 million?

A16: Yes. Treasury requires projects with total capital expenditures over $10 million to meet certain labor practice and reporting requirements. These are set forth in Section 7.6 of the Program Guidelines, and are based in part on Treasury's SFRF Compliance and Reporting Guidance (the last bullet on p. 28 of Version 5.0 requires capital expenditure projects of over $10 million to have the same labor reporting as infrastructure projects, which is found on p. 31 starting with the fourth bullet).

When applying for a project with total capital expenditures exceeding $10 million, an Applicant for this Program must:

(1) Provide a certification that all laborers and mechanics employed by contractors and subcontractors in the performance of the project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the county (or City of St. Louis) in which the work is to be performed, or by the Missouri Department of Labor, Division of Wage and Hour Standards pursuant to Missouri's Prevailing Wage Law.

(2) Provide a workforce continuity plan (instead of a pre-hire project labor agreement) explaining:

  a. How Applicant will ensure the project has ready access to a

sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training.
   b. How will the Applicant will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
   c. How the Applicant will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30); and
   d. Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local and regional labor market;

(3) State whether the project will prioritize local hires; and
(4) State whether the project will have a Community Benefit Agreement, and a description of any such agreement.

See also the Program Guidelines, [Section 7.6]

Q17: What is a Community Benefit Agreement (CBA), as referenced in the Program Guidelines, Section 7.6?

A17: A Community Benefit Agreement (CBA) is a contract between one or more community-based organizations (these may be composed of non-profits, faith-based organizations, labor groups, and others representing the interests of a community) and the subrecipient or developer of the proposed project. This contract identifies a range of community benefits the subrecipient or developer agrees to provide as part of the development, in return for the community's support of the project.

Q18: Will applicants awarded funds for this program receive all the funds up front?

A18: No. The Program provides reimbursement for eligible costs. Subrecipients (successful applicants) will need to submit appropriate documentation for review and approval before receiving reimbursement for eligible expenses as set forth in the [Program Guidelines, Section 7.3]

Q19: Does § 67.2300 RSMo (House Bill 1606, 2022 – use of state funds for homelessness and housing) apply to Community Revitalization Grant Program projects?

A19: No. DED has determined that the ARPA SFRF funds are not "state funds" as defined in § 67.2300.1(2), and therefore the restrictions in § 67.2300 do not apply to this Program.

Q20: What is an independent assessment, as referenced in the Program Guidelines, Appendix B., and who must write the assessment?

A20: The Treasury's Guidance uses the term "independent assessment." DED interprets this to mean that it should be an objective assessment. It does not have to be prepared by anyone outside the Applicant's employment or management. It must, however, be written in a manner that does not reflect bias and shows a true consideration (and explanation to DED of the same) of why the other avenues of use of funds are inadequate. Applicants may wish to refer to the Treasury's Final Rule, supplementary information, "Capital Expenditures" which discusses the Written Justification requirements (pages 4389-4395/PDF pages 52-56) for more information.

Q21: How is the DED defining Low to Moderate income households?

A21: In the SFRF final rule, Treasury defines low- and moderate- income for the purposes of determining which households and populations have been impacted, based on thresholds established and used in other federal programs.

Applicants should determine whether to measure income levels for specific households or for a geographic area (community) based on the type of service to be provided. For example, programs that serve/target specific households (e.g., job training, emergency housing assistance, or financial literacy programs) should measure income at the household level.

Low income (31 CFR 35.3):

(1) Income at or below 185 percent of the 2021 Federal Poverty Guidelines (FPG) for the size of its household based on the most recently published poverty guidelines by the Department of Health and Human Services (HHS); or

(2) Income at or below 40 percent of the Area Median Income (AMI) for its county and size of household based on the most recently published data by the Department of Housing and Urban Development (HUD).

Moderate income (31 CFR 35.3):

(1) Income at or below 300 percent of the FPG for the size of its household based on the most recently published poverty guidelines by HHS; or

(2) Income at or below 65 percent of the AMI for its county and size of household based on the most recently published data by HUD.

Q22: Should I get an Engineer's Estimate of Cost or an Architect's Estimate of Cost for my capital project?

A22: Applicants proposing new construction, renovation, or rehabilitation projects MUST obtain either an Engineer or Architects Estimate of Cost. Architects design buildings and oversee construction while Professional Engineers oversee the entire design-to-completion process for general infrastructure and other major works.

Please note that cost estimates from general contractors will NOT be accepted.

Q23: What should I include in the engineer/architect cost estimate?

A23: The Estimate of Cost should be prepared by a registered/licensed Professional Engineer or Architect and include the following:

a. Line Item costs;
b. Annual Operations and Maintenance (AOM) costs; and
c. Be dated within six (6) months of application submittal.

City of Carthage

Exhibit 4

Budget Item	Explanation of Budget Item	Amount of Grant Funds Requested	Amount of Matching Funds: LOCAL MATCH WITH PRIOR ARPA FUNDS (CLFRF)	APPLICANT'S CASH FUNDS (INCLUDES LOANS)	APPLICANT'S NON- CASH (IN-KIND) RESOURCES	OTHER STATE AGENCY FUNDS	OTHER FEDERAL AGENCY FUNDS	PRIVATE DONATIONS	Total Budgeted Amount	Additional Comments regarding Match (Please provide additional detail, including if other state agency/other federal funds exactly what funding source is, for example: CDBG, HUD, DTAP, and NAP.)
New Construction, Expansion, Renovation or use Conversion (of buildings, parks and recreational facilities as well as sidewalks, crosswalks, streetlights and related)	Streetscaping, sidewalks, lighting, sound	$ 372,700.00		$ 372,700.00					**$ 745,400.00**	
Architectural and Engineering Fees (including design services and construction inspection)		$ 80,500.00		$ 80,500.00					**$ 161,000.00**	
Construction Contingency (up to 10% of project cost)		$ 37,250.00		$ 37,250.00					**$ 74,500.00**	
Administration (4% of grant award or up to $100,000)		$ 9,500.00		$ 9,500.00					**$ 19,000.00**	
Total Grant		**$ 499,950.00**	**$ -**	**$ 499,950.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 999,900.00**	
Total Matching Funds %:		**50%**								
Total Project Costs:									**$ 999,900.00**	

RESOLUTION NO. ___2002___

A RESOLUTION APPROVING THE DECLARATION AS SURPLUS TO THE CITY'S NEEDS AND AUTHORIZING THE DISPOSITION OF A HUSQVARNA 336FR WEED EATER AND A HUSQVARNA 150BT WITH DISPOSITION VIA A DONATION TO THE CEDAR HILL CEMETERY TRUST.

WHEREAS, City Department Heads exercise direct supervision over inventories of supplies, and the sale, trade, or disposition of surplus supplies and equipment belonging to the City; and

WHEREAS, the Department Head, is responsible (with Council approval) for the disposition or sale of salvage, obsolete, or surplus materials, to prevent deterioration and value loss of no longer used materials, and to reduce storage costs; and

WHEREAS, the Public Works Director has discussed, and the Public Works Committee recommends, declaring the above listed equipment as obsolete and surplus to the City's needs and donating said equipment to the Cedar Hill Cemetery Trust for consideration by the full City Council.

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

That the aforesaid Husqvarna 336FR Weed Eater and Husqvarna 150BT Blower are determined and declared to be obsolete and surplus to the City's needs and is hereby authorized for disposition via a donation to the Cedar Hill Cemetery Trust.

PASSED AND APPROVED THIS _______ DAY OF ________________, 2023.

____
Dan Rife, Mayor

ATTEST:

____
Miranda Deal, City Clerk

Sponsor: Public Works Committee