



City of Carthage, Missouri

CITY COUNCIL

August 22, 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 August 8, 2023 Minutes
 2. Amendment of July 25, 2023 Minutes
- 6. Presentations/Proclamations**
- 7. Public Comments**

(Each person addressing the Council shall state their name and address or the organization or firm represented and is limited to no more than five (5) minutes. The time may be extended by the chair if deemed necessary. Once a person has had their say on a particular issue they are not permitted to once again speak on the issue unless called to answer any further questions by the Council or Chair)
- 8. Reports of Standing Committees**
 1. Agendas and Minutes of Standing Committees
- 9. Reports from Special Committees and Board Liaisons**
 1. Agendas and Minutes of Special Committees
- 10. Report of the Mayor**
- 11. Reports/Remarks of Councilmembers**

(Each Councilmember is limited to no more than two (2) minutes. The time may be extended by the Chair if deemed necessary. Once a Councilmember has had their say on a particular issue they are not permitted to once again speak on the issue unless permitted by the Chair)
- 12. Administrative Reports**
 1. City Administrator's Report
- 13. Report of Claims Presented Against the City**
 1. Motion and a second to approve the Claims
- 14. Public Hearings**
- 15. Old Business**
 1. C.B. 23-53 -- An Ordinance levying general taxes upon real property located within the City of Carthage, Jasper County, Missouri for the year 2023, for general revenue purposes and other purposes, and fixing the rates thereof.
 2. C.B 23-54 -- An Ordinance amending the Annual Operating and Capital Budget

of the City of Carthage for Fiscal Years 2022 – 2023 and 2023 - 2024 for specified funds (General Fund, Fire Protection Tax Fund, Parks/StormWater Sales Tax Fund, Civic Enhancement Fund, Capital Improvements Tax Fund, Public Facilities Fund, Use Tax Fund, ARPA Fund, Public Health Fund and Public Safety Fund).

3. C.B. 23-55 -- An Ordinance rezoning certain property on 815 West Central Ave in the City of Carthage from “D” Local Business and “B Second Dwelling” to “E” General Business as requested by Jason Choate.

16. New Business

1. C.B. 23-56 -- An Emergency Ordinance to establish a procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials.
2. C.B. 23-57 -- An Ordinance authorizing the Mayor to enter into a contract with Fairway IQ Inc. to provide an annual subscription for GPS sensors for Golf Carts, in the City of Carthage, Missouri.
3. C.B. 23-58 -- An Ordinance authorizing the Mayor to enter into a contract with the Fair Acres Family YMCA, Inc. for a use agreement of a Golf Simulator, in the City of Carthage, Missouri.
4. C.B. 23-59 -- An Ordinance repealing and replacing the cost recovery fees for the Parks Department, in the City of Carthage, Missouri.
5. C.B. 23-60 -- An Ordinance authorizing the Mayor to execute amendments to the Police and Fire Pension Plan to change the trust service provider
6. C.B. 23-61 -- An Ordinance authorizing a special use permit for a one licensed operator beauty shop by Brittany Parish in her residence at 1330 Glenwood Place in the City of Carthage, Missouri

17. Mayor’s Appointments

1. McCune-Brooks Hospital Board
2. Planning, Zoning, & Historic Preservation Commission
3. Care Leave Committee

18. Resolutions

1. Resolution 2006 -- A Resolution of the Council of the City of Carthage, Missouri expressing support of the City's application for funds through MoDOT's Transportation Alternatives (TAP) Program and authorizing the submission of an application relating to the proposed Carthage Sidewalk Improvements Project, Airport Dr, from River to 571 and Fairview from River to Pearl, in the City of Carthage, Missouri.

19. Closing Comments

20. Executive Session

21. Adjournment

1. Additional Packet Correspondence

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

AMENDED AGENDA 8-21-23 4:20 PM



City of Carthage, Missouri

CITY COUNCIL

August 8, 2023 - 6:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

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

Fire Chief Ryan Huntley gave the invocation. Police Chief Bill Hawkins led the flag salute.

The following Council Members answered roll call: Brandi Ensor, Chris Taylor, Trudy Blankenship. David Armstrong, Robin Blair, Terri Heckmaster, Mark Elliff, and Tiffany Cossey. Ed Hardesty and Alan Snow were absent.

City Administrator Greg Dagnan and City Attorney Nate Dally were also present.

The following Department Heads were present: Police Chief Bill Hawkins, Fire Chief Ryan Huntley, Public Works Director Zeb Carney, Parks & Recreation Director Abi Almandinger, City Clerk Miranda Deal and Deputy City Clerk Amy Taylor.

Mr. Elliff made a motion, seconded by Mr. Armstrong, to approve the minutes of the July 25, 2023 Council Meeting. Motion carried unanimously.

Mr. Elliff made a motion, seconded by Mr. Armstrong, to approve the amended minutes of the June 15, 2023 Closed Session Council Meeting. Motion carried unanimously

During Citizen's Participation, Jackie Boyer, 1184 S Main, shared her concerns about the citizens being left in the dark about council decisions, asked the council members to please speak into their microphones as the audience has difficulties hearing them, and expressed concerns over the removal of the CWEP board.

Patrick Scott, 5305 County Road 175, spoke for Jack Cruza about his concerns over the CWEP board removal.

Patrick Scott, 5305 County Road 175, spoke about the amendment to the June 15, 2023 Closed Session Meeting minutes and announced his intention to file another Sunshine Law violation with the Attorney General.

Mr. Elliff reported the Budget Ways & Means Committee met on August 2nd. Mr. Elliff reported the discussion of C.B. 23-53, and that the tax levy did not change. Also reported was the amendments of budgets for fiscal years 2022/2023 and 2023/2024. The next meeting is scheduled for September 11th, but will most likely be moved to a different date due to the scheduled MML conference that week.

Ms. Blair reported that the Committee on Insurance met on this date and approved claims. Ms. Blair reported that the Committee decided to table C.B. 23-56 to make some minor changes to the wording and clarify some items. Ms. Blair made a motion, seconded by Ms. Cossey, to amend to agenda to remove C.B. 23-56. Motion carried. She reported that Ms. Cox is working on closing out the fiscal year, and that the auditors will be here next month. The next meeting is scheduled for August 22nd.

Mr. Elliff reported that the Public Safety Committee is between meetings. The next meeting is scheduled for August 21st.

Ms. Blankenship reported that the Public Service Committee is between meetings. The next meeting is August 15th.

Mr. Armstrong reported the Public Works Committee met August 1st. Mr. Armstrong reported that there was a request received to put a hold on the lot split. Mr. Armstrong made a motion, seconded by Ms. Ensor, to amend the agenda to remove Resolution 2005, Gammon Park Addition lot split, which has been placed on hold. Motion carried.

Special Committee and Board Liaison Reports were given by Mr. Elliff for Planning and Zoning. Their next meeting is September 9th.

Mayor Rife thanked all city departments and employees for the hard work during Marian Days. He reported the six-member committee formed to review CWEP ordinances didn't meet to allow more time to review the proposed ordinance changes that were sent prior to the meeting.

During reports from council, Ms. Heckmaster thanked Mayor Rife for her selection as a member of the six-member committee. Ms. Cossey asked if there was an update on the progress of the technology which will allow the council meetings to be live streamed. Michael Keith, Director of IT, gave an update about this. Ms. Cossey also asked for an update on the forensic audit. Mr. Dagnan said he would give an update during his report. Ms. Cossey also suggested an open discussion between City Council and CWEP.

Police Chief Bill Hawkins thanked all departments of the City for their help during Marian Days.

Fire Chief Ryan Huntley reported the last new-hire will begin work on August 10th. He said they are now fully-staffed.

Public Works Director Zeb Carney reported Public Works is still in need of a Code 1 Inspector.

Parks and Recreation Director Abi Almandinger reported the public pool will close August 12th. She reported there were over 6,100 rides given during Marian Days, a portion of the proceeds do go to the city. She said Carter Park upgrades will be finished within the next few weeks, and upgrades to Kellogg lake Park will begin next week. She reported work being done on the parking lot and bathrooms at Municipal Park.

City Administrator Greg Dagnan reported Ms. Cox is nearing completion of closing out the 2023 fiscal year. He stated the auditors will be coming next month, but the City is currently

uploading documents to the auditors secure server to aid in a quicker process. He stated Planning and Zoning has been working to update the goals of the Comprehensive Plan, which was originally drafted in 2009. He also reported the forensic audit is still ongoing.

The Committee on Claims filed a report in the amount of \$4,558,041.21 against the following funds: General Revenue \$317,619.65, Public Health \$144,951.82, Lodging \$2,631.35, Parks/Stormwater \$55,505.83, Golf \$28,257.46, Capital Improvements \$18,699.71, Parks and Recreation \$57.81, Use Tax \$33,213.50, Public Facilities \$300.00, Library \$35,000.00, Payroll \$421,804.08, and Carthage Water and Electric \$3,500,000.00. Ms. Blair made a motion, seconded by Ms. Cossey, to accept the report and allow the claims. Motion carried.

The City of Carthage held a Public Hearing at 6:30 PM, Tuesday, August 8, 2023, in the City Hall, Council Chambers, 326 Grant Street Carthage, Missouri for Citizens to be heard on the property tax rates proposed to be set by the City of Carthage. There was no participation from Citizens.

There was no old business.

Under New Business, C.B. 23-53 -- An ordinance levying general taxes upon real property located within the City of Carthage, Jasper County, Missouri for the year 2023, for general purposes and other purposes, and fixing the rates thereof was placed on first reading with no action taken.

C.B 23-54 -- An Ordinance amending the Annual Operating and Capital Budget of the City of Carthage for fiscal years 2022 – 2023 and 2023 - 2024 for specified funds (General Fund, Fire Protection tax Fund, Parks/Storm Water Sales Tax Fund, Civic Enhancement Fund, Capital Improvements Tax Fund, Public Facilities Fund, Use Tax Fund, ARPA Fund, Public Health Fund and Public Safety Fund) was placed on first reading with no action taken.

C.B. 23-55 -- An Ordinance rezoning certain property on 815 West Central Ave in the City of Carthage from “D” Local Business and “B Second Dwelling” to “E” General Business as requested by Jason Choate was placed on first reading with no action taken.

During Closing Comments, Ms. Blair thanked the audience for their attendance, and thanked the city employees for their help with Marian Days. Ms. Heckmaster thanked the city employees for their help with Marian Days, and said that Mr. Elliff stood in for Mayor Rife during a Marian Days event and did a good job. Mr. Elliff thanked the department heads for their help during Marian Days. Ms. Cossey said she hopes the formation of the six-member board will help resolve the issues between CWEP and the city, and hopes for a resolution from the discussions. She encouraged citizens to ask questions if they have them, to come to council meetings, and to reach out to council members when they have questions. Ms. Ensor thanked the departments for their work during Marian Days, Mr. Taylor asked that everyone keep Ms. Cox in their thoughts and prayers since she has been ill.

Mr. Taylor made a motion, seconded by Ms. Ensor, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:08 p.m.

Dan Rife, Mayor

Miranda Deal, City Clerk



City of Carthage, Missouri

CITY COUNCIL

July 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.

The following Council Members answered roll call: Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Ed Hardesty, Alan Snow, Mark Elliff, and Tiffany Cossey. Brandi Ensor was absent. City Administrator Greg Dagnan and City Attorney Nate Dally were also present.

The following Department Heads were present: Police Chief Bill Hawkins, Fire Chief Ryan Huntley, Public Works Director Zeb Carney, Parks & Recreation Director Abi Almandinger, Assistant City Administrator Traci Cox, City Clerk Miranda Deal and Deputy City Clerk Amy Taylor.

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

During Citizen's Participation, Jen Kirby with Vision Carthage reported they held their inaugural Earth Day celebration in April. She also reported there have been several compliments on the flowers throughout town, which were grown by local youths. She reported that "Dumpster Days" was held in May, where trash was removed from local roadways. She hopes to see the continuation of this program. Also reported was the upcoming Downtown Carthage sale scheduled for late July 29, 2023.

Dorothy Weber, Administrative Assistant to City Administrators, spoke to the council about the issues that have arisen with the CWEP board. She stated the council and CWEP work for the taxpayers, and they need to get back to the jobs and business the taxpayers pay for.

Michael Miller, Human Resources Director, spoke to the council stating that before the issues with CWEP arose, that morale was at an all-time high, and that all departments were working together. He stated the current situation regarding CWEP is felt by all employees and has put a strain on every department.

Michael Keith, 1502 S. Garrison, spoke to the council stating this is the first job he's had where he feels like he works with a team, from the top to the bottom. He said everyone helps others, regardless of their department. He urges council and CWEP to get back on track and get back to business.

Mr. Snow reported that the Budget Ways & Means Committee is between meetings. The next

meeting is scheduled for August 14th.

Ms. Blair reported that the Committee on Insurance met on this date and approved claims. She also reported on the hiring of a new tourism director, the cancellation with OpenGov, and that the audit will be starting soon. The next meeting is scheduled for August 8th.

Mr. Elliff reported that the Public Safety Committee met July 17th. He reported on the treats on the square, tabled a citizen's request about parking. The committee discussed the Bright Futures Back-to-School bash for August 8th. Mr. Elliff made a motion, seconded by Mr. Snow, to close 4th Street from Maple to Garrison from 4 PM – 7:30 PM on August 8th. Motion carried. The committee also reviewed the resolution that is on the agenda. The next meeting is scheduled for August 21st.

Mr. Hardesty reported that the Public Service Committee is between meetings. The next meeting is August 15th.

Mr. Armstrong reported that the Public Works Committee is between meetings. The next meeting is scheduled for August 1st.

Special Committee and Board Liaison Reports were given by Mr. Snow for the CWEP board, and Ms. Blair for the Humane Society board. Mr. Elliff reported for the Jasper County Commission and the Police and Fire Pension.

Mayor Rife reported that a six-member board has been formed to look over the CWEP ordinances.

City Attorney Nate Dally reported that on his recent travels across the United States, he grew to appreciate the beauty of Carthage and appreciates the work that goes into maintaining it. He reported the state has implemented a new ticketing system that is causing some issues with ticketing, but they are being worked through. He also gave a timeline pertaining to the CWEP issue.

Police Chief Bill Hawkins reported the second Dodge Durango has been received. He also reported the Parking Committee has been disbanded.

Fire Chief Ryan Huntley reported that two of the three recent hires will start Thursday, and the third will start August 10th, pending passing all requirements. He states the fire department will then be fully staffed. Also reported is the receipt of sealed bids for the brush truck.

Public Works Director Zeb Carney reported that Public Works is currently hiring a Code 1 Officer. He also thanked Street Commissioner Josiah Bayless, who was in attendance at the meeting.

Parks and Recreation Director Abi Almandinger reported that Carter Park is now open, Carter Park is not open yet, as work continues on the new playground, and that the work on Kellogg Lake Park will begin in two weeks. She also reported the hiring of an administrative assistant.

City Administrator Greg Dagnan thanked everyone for their support during his wife's recent medical treatments, and thanked the city employees and Traci Cox for the extra help at City Hall during his absence. He reported that MoDOT has determined that the railroad bridges are owned and will be maintained by the railroad. He also reported they are nearing selection of a new tourism director and have two remaining candidates. A selection should be made soon.

The Committee on Claims filed a report in the amount of \$597,291.89 against the following funds: General Revenue \$241,722.69, Public Health \$23,094.89, Lodging \$4,455.20, Parks/Stormwater \$21,006.85, Fire Protection \$32,902.86, Golf \$36,053.80, Parks and Recreation \$23.28, and Payroll \$238,032.32. Ms. Blair made a motion, seconded by Ms. Cossey, to accept the report and allow the claims. Motion carried.

Under Old Business, C.B. 23-50 -- An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and the Missouri Highway and Transportation Commission for Hazel Avenue and Airport Drive Roadway Improvements, in the City of Carthage, Missouri, was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: 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 23-56.

C.B. C.B. 23-51 -- An Ordinance authorizing the Mayor to enter into a Power Sales Agreement with the Southwestern Power Administration, in the City of Carthage, Missouri. was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: 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 23-57.

C.B. 23-52 -- An Ordinance authorizing the Mayor to enter into an Interconnection and Operating Agreement with the Southwestern Power Administration, and Southwest Power Pool, Inc. in the City of Carthage, Missouri. was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: 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 23-58.

There was no new business.

Mr. Elliff made a motion, seconded by Mr. Armstrong, to approve Resolution 2004 -- A resolution authorizing city support and permissions for several programs as part of the 44th annual Marian Days celebration in the City of Carthage, Missouri. Resolution 2004 was adopted after a roll call vote of 9 yeas and 0 nays. Ayes: Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Ed Hardesty, Alan Snow, Mark Elliff, and Tiffany Cossey.

During Closing Comments, Mr. Taylor stated he is hoping to get more residents to vote in Ward 1. Ms. Blair thanks Jen Kirby for her work, and thanked the city employees for attending the meeting to show support, and the remaining audience for their attendance. She thanked the speakers for voicing their opinions and concerns. Ms. Heckmaster thanked Zeb Carney for the cleanup of a tree that had fallen in front of her house, and thanked CWEP for keeping the power on during the recent storms when others were losing power. Mr. Snow offered a reminder that streets will be closing soon due to Marian Days, and asks that residents be mindful of the closures and plan accordingly. Ms. Cossey thanked the audience for their attendance, pointing out the large turnouts for the last few meetings.

Ms. Cossey made a motion, seconded by Mr. Armstrong, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:24 p.m.

Dan Rife, Mayor

Miranda Deal, City Clerk



City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

August 8, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

MEMBERS PRESENT: Robin Blair, Tiffany Cossey, Terri Heckmaster, Chris Taylor

OTHER COUNCIL MEMBERS: David Armstrong, Mayor Dan Rife

STAFF PRESENT: City Administrator Greg Dagnan, City Clerk Miranda Deal, and Deputy City Clerk Amy Taylor

Chair Robin Blair called the meeting to order at 05:30 PM.

2. Old Business

1. Approval of July 25, 2023 Minutes

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

AYES: Robin Blair, Tiffany Cossey, Terri Heckmaster, Chris Taylor

3. Citizens Participation

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

4. New Business

1. Consider and discuss conflict of interest C.B. 23-56

Ms. Cossey questioned why this council bill is being discussed at this time, and suggests there are errors and unclear wording in the document. She would like more clarification and discussion about C.B. 23-56. Ms. Cossey made a motion, seconded by Ms. Heckmaster, to table C.B. 23-56 until the August 22, 2023 meeting. Motion carried.

2. Staff Reports

Ms. Deal stated the auditors will be coming next month, and that Ms. Cox is nearing completion of closing fiscal year 2023 budget. Mr. Dagnan reported the city has stopped using OpenGov, who would like the opportunity to meet and discuss their new upgrades and options, and to present a new demo. A meeting is coming in the future.

5. Adjournment

ACTION:

Motion to adjourn at 5:47 PM by Ms. Cossey

Motion passed with a 4:0

AYES:

Robin Blair, Tiffany Cossey, Terri Heckmaster, Chris Taylor



City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

August 14, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

MEMBERS PRESENT: Mark Elliff, David Armstrong, Ed Hardesty

OTHER COUNCIL MEMBERS: Mayor Dan Rife and Council Member Terri Heckmaster

STAFF PRESENT: Assistant City Administrator Traci Cox, and Dorothy Weber Admin Assistant

Vice Chairman Elliff called the meeting to order at 05:30 PM.

2. Old Business

1. Approval of August 2, 2023 Minutes

ACTION: Motion to accept/approve item 2.1. by David Armstrong;
second by None;

Motion passed with a 3:0

AYES: David Armstrong, Mark Elliff, Ed Hardesty

NOES: None

ABSTAIN: None

3. Citizens Participation

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

4. New Business

1. Consider and discuss a proposal from the Boots Court for a tourism partnership. Mr. Lambeth discussed his progress with the Boots Court and how the properties were acquired. Mr. Armstrong asked about the Boots being on the National Registry. Mr. Elliff asked about the managers background. Mr. Lambeth discussed his plans for marketing the Boots Court and his emphasis on Rt.66 and potential future events. Mr. Armstrong stated that he didn't want any agreements to affect the current agreements with the Chamber of Commerce. Mr. Lambeth stated that there would be no conflicts as he was looking forward to partnering with the Chamber and Vision Carthage. The Committee discussed having another meeting to discuss the tourism director position and the Boots Court proposal.

2. Staff Reports

Ms. Cox stated that she was working on closing out the year.

5. **Adjournment**

ACTION: Motion to adjourn at 6:16 pm. by Mr. Hardesty
Motion passed with a 3:0

AYES: David Armstrong, Mark Elliff, Ed Hardesty

NOES: None

ABSTAIN: None



City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

August 14, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

MEMBERS PRESENT: Mark Elliff, David Armstrong, Ed Hardesty

OTHER COUNCIL MEMBERS: Mayor Dan Rife and Council Member Terri Heckmaster

STAFF PRESENT: Assistant City Administrator Traci Cox, and Dorothy Weber Admin Assistant

Vice Chairman Elliff called the meeting to order at 05:30 PM.

2. Old Business

1. Approval of August 2, 2023 Minutes

ACTION: Motion to accept/approve item 2.1. by David Armstrong;
second by None;

Motion passed with a 3:0

AYES: David Armstrong, Mark Elliff, Ed Hardesty

NOES: None

ABSTAIN: None

3. Citizens Participation

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

4. New Business

1. Consider and discuss a proposal from the Boots Court for a tourism partnership. Mr. Lambeth discussed his progress with the Boots Court and how the properties were acquired. Mr. Armstrong asked about the Boots being on the National Registry. Mr. Elliff asked about the managers background. Mr. Lambeth discussed his plans for marketing the Boots Court and his emphasis on Rt.66 and potential future events. Mr. Armstrong stated that he didn't want any agreements to affect the current agreements with the Chamber of Commerce. Mr. Lambeth stated that there would be no conflicts as he was looking forward to partnering with the Chamber and Vision Carthage. The Committee discussed having another meeting to discuss the tourism director position and the Boots Court proposal.

2. Staff Reports

Ms. Cox stated that she was working on closing out the year.

5. **Adjournment**

ACTION: Motion to adjourn at 6:16 pm. by Mr. Hardesty
Motion passed with a 3:0

AYES: David Armstrong, Mark Elliff, Ed Hardesty

NOES: None

ABSTAIN: None



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

August 15, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. Call to Order

2. Old Business

1. Approval of Previous Minutes

3. Citizen Participation

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

4. New Business

1. Consider and Discuss KCAH Event in Carter Park.
2. Consider and Discuss Maple Leaf Festival.
3. Consider and Discuss Fairway IQ.
4. Consider and Discuss Golf Simulator Contract with YMCA.
5. Consider and Discuss Little League Charter.
6. Consider and Discuss Events and Programming Funding.
7. Consider and Discuss Parks Equipment Liability Waiver
8. Consider and Discuss Independent Contractor Agreement for Umpires/Referees.
9. Consider and Discuss Independent Contractor Agreement for Third Party Programming.
10. Consider and Discuss Halloween Event on Grand and Main.
11. Consider and Discuss Memorial Hall Rates.
12. Consider and Discuss 50 Foot Manlift Bid.
13. Consider and Discuss Repealing Parks & Recreation Pricing and Cost Recovery Policy.
14. Consider and Discuss Parks & Recreation Pricing and Cost Recovery Policy.

5. Staff Reports

6. Other Business

7. Adjournment

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



City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

August 16, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. **Call to Order**

MEMBERS PRESENT: Chairman Snow, Mark Elliff, David Armstrong, Ed Hardesty

OTHER COUNCIL MEMBERS: Terri Heckmaster

STAFF PRESENT: City Administrator Greg Dagnan, Assistant City Administrator Traci Cox, and Admin Assistant Dorothy Weber

Chairman Snow called the meeting to order at 05:31 PM.

2. **Old Business**

1. Approval of 8-14-2023 Minutes

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

AYES: David Armstrong, Mark Elliff, Alan Snow, Ed Hardesty

NOES: None

ABSTAIN: None

3. **Citizens Participation**

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

4. **New Business**

1. Consider and Discuss Tourism

ACTION: Motion to move forward with hiring a new tourism director by David Armstrong
Motion passed with a 4:0

AYES: David Armstrong, Mark Elliff, Alan Snow, Ed Hardesty

ACTION: Motion to amend the agenda to add Consider and Discuss Boots Court/Grant Project and Tourism Director by Ed Hardesty
Motion passed with a 4:0

AYES: David Armstrong, Mark Elliff, Alan Snow, Ed Hardesty

ACTION: Motion to make the boots court/ grant project a top priority for the new tourism director by Ed Hardesty

Motion passed with a 4:0

AYES: David Armstrong, Mark Elliff, Alan Snow, Ed Hardesty

2. Staff Reports

Ms. Cox spoke about meeting with Open Gov representatives about the current program. Ms. Cox with the auditor. Mr. Snow wanted to know about the tax free weekend. Ms. Cox stated that everyone has to participate.

5. **Adjournment**

ACTION: Motion to adjourn at 6:12 PM. by Alan Snow

Motion passed with a 4:0

AYES: David Armstrong, Mark Elliff, Alan Snow, Ed Hardesty

NOES: None

ABSTAIN: None



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

AGENDA

1. Call to Order

2. Old Business

1. Approval of 7-17-23 Minutes
2. Consider and discuss ordinance concerning front yard parking - Kathleen Riggins

3. Citizen Participation

(Each person addressing the Committee 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 Committee or Chair)

1. Consider and discuss Maple Leaf 5K Race - Jeannette Nye
2. Consider and discuss Rallye in the Park - Jude Champagne

4. New Business

1. Consider and discuss 2023 Maple Leaf Festival - Julie Reams
2. Consider and discuss Sheriff's annual fund raiser - Chief Hawkins
3. Consider and discuss skid unit - Chief Huntley
4. Staff Reports

Fire Department

Police Department

5. Adjournment

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



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

August 22, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of August 8, 2023 Minutes
 2. Review & Approval of the Claims Report
 3. Consider and Discuss Conflict of Interest Council Bill
- 3. Citizens Participation**

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)
- 4. New Business**
 1. Consider and Discuss Parks Superintendent and Golf Maintenance Supervisor job descriptions
 2. Discuss City of Carthage Employee Health Fair
 3. Staff Reports
- 5. Adjournment**

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

Posted: August 18, 2023 5:00 PM

**JOB DESCRIPTION
CITY OF CARTHAGE**

DEPARTMENT: Parks & Recreation
POSITION TITLE: Parks Superintendent

SALARY GRADE: L
FLSA STATUS: Non-Exempt

RESPONSIBILITIES OF POSITION:

The Park Superintendent shall oversee and superintend all maintenance and construction within the Carthage Parks & Recreation Department. This would include all routine maintenance and special maintenance projects. This would include all routine construction and repair as well as capital projects. Park Superintendent shall be responsible for the supervision of all maintenance crews within the Parks and Recreation Department and perform such other duties as shall be required of him by the Parks & Recreation Director.

SUPERVISION RECEIVED AND EXERCISED:

Work is performed under the general direction of the Parks & Recreation Director, with considerable latitude for independent judgment and action. Incumbent is expected to demonstrate considerable independent judgement and knowledge in the performance of assigned duties. Work is reviewed through conferences and reports for results obtained. Exercises direct authority over supervisory, professional, and technical staff.

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

1. Plans and supervises the repair and maintenance of Parks, Parks structures and Parks facilities.
2. Directs maintenance programs involving such activities as playground equipment, facility repairs, vehicle and equipment maintenance, event set up and traffic control, spraying of pesticides and herbicides as needed.
3. Directs and supervises Park maintenance activities such as, mowing and trimming, snow and ice removal from facilities, tree removal, tree planting, sports field maintenance, trail and parking lot maintenance.
4. Plans and prepares the development of specifications for equipment and materials.
5. Assures proper maintenance and safe utilization of Parks equipment.
6. Investigates citizen complaints relative to Parks activities and initiates appropriate action to resolve the issue.
7. Maintains records and prepares written monthly reports for the Parks and Recreation Director.
8. Administers Departmental personnel function and supervises subordinate employees.
9. Monitors expenditures, prepares and monitors short and long-range capital improvement and maintenance programs for the department.
10. Coordinate the needs of scheduled events and activities within the Parks & Recreation Department facilities.
11. Carries out any other duties as are within the scope, spirit and purpose of the job as directed by the supervisor or Department Head.

Revised September 2020

QUALIFICATIONS REQUIRED:

Knowledge: Knowledgeable in the use of the newest materials, construction methods, techniques, maintenance practices and equipment, used in constructing, maintaining, repairing, and using essential park equipment. Leadership qualities and experience, in working with, supervision, and managing employees. Operating maintenance and construction equipment with experience in constructing, maintaining, and repairing a variety of park structures; maintenance procedures and practices; park ordinances, and rules involved equipment operations; techniques for working with concrete, plumbing, and carpentry; landscape maintenance techniques. Occupational hazards and standard safety precautions necessary in the work. Management skills to analyze programs, policies, and operational needs. Principles of supervision, training and performance evaluations. Plan, organize, direct and coordinate the work of staff members.

Abilities: Plan, coordinate and direct activities of several maintenance crews involved in parks, golf, Memorial Hall and Civil War Museum maintenance and repair. Communicate clearly and concisely, both orally and in writing. Maintain appropriate departmental records and prepare necessary reports. Establish and maintain effective working relationships with fellow employees and the general public. Supervise subordinate employees in an efficient and effective manner. Select, organize, direct and coordinate the work of lower level staff. Communicate clearly and concisely, both orally and in writing. Respond tactfully to a variety of questions, inquiries and complaints.

Experience, Education and Training: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be: **Experience:** A minimum of five (5) to seven (7) years of prior municipal experience in a similar position preferred. Five (5) to seven (7) years supervisory experience is also required. Sufficient years in street/road repairs and maintenance. Heavy equipment operator experience. Skills in administrative and office management, including computer skills. Skills in leadership and supervision of employees. **Education:** High school graduate (or HSE-High School Equivalency Credential), including or supplemented by further course study in park facility maintenance, general construction and carpentry.

Physical Requirements: Primarily field environment with frequent office visits for communications with supervisor.

License/ Certificate: Possession of, or ability to maintain an appropriate valid Missouri Class E driver's license; to maintain a functioning mobile telephone.

SPECIAL REQUIREMENTS:

Schedule: Typical hours are 6:30 a.m. to 3:00 p.m... Additional hours may be required to attend meetings. The City does not pay overtime for these hours but does provide compensatory time on an hour for hour basis. Employee is scheduled to work 80 hours during the bi-weekly work period.

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

LIMITATIONS AND DISCLAIMER:

The above job description is meant to describe the general nature and level of work being performed; it is not intended to be construed as an exhaustive list of all responsibilities, duties and skills required for the position. A job

Revised September 2020

requirements are subject to possible modification to reasonably accommodate individuals with disabilities. Some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees. Requirements are representative of minimum levels of knowledge, skill and/or abilities. To perform this job successfully, the employee must possess the abilities or aptitudes to perform each duty proficiently.

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

Signed: _____ Date:



Revised September 2020

JOB DESCRIPTION CITY OF CARTHAGE

DEPARTMENT: Golf
POSITION TITLE: Golf Maintenance Supervisor

SALARY GRADE: J
FLSA STATUS: Non-Exempt

RESPONSIBILITIES OF POSITION:

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

SUPERVISION RECEIVED:

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

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

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

QUALIFICATIONS REQUIRED:

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

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

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

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

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

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

Licenses and Certificates: Possession of or ability to maintain an appropriate valid Missouri Class E driver's license;

SPECIAL REQUIREMENTS:

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

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

LIMITATIONS AND DISCLAIMER:

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

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

Signed: _____ Date: _____



Meeting Minutes

August 7, 2023/ 5:30 PM / City Hall Council Chambers

Members Present: Jim Hunter, Jim Swatsenbarg, Robin Harrison, Bill Barksdale & Josh Anderson

Members Absent: Alan Bull & Matt Smith

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

The meeting was called to order at 5:32pm by Jim Hunter, Chairman

Approval of Previous Meeting Minutes

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

Public Hearings

- *Request for a Special Use Permit to operate a one licensed operator beauty shop at property located at 1330 Glenwood Place.*
 - Brittany Parish, property owner, spoke about her plans to build a small outbuilding for operating a beauty shop. She will be the sole licensed operator.
 - Zeb noted the new structure will not be a zoning violation nor interfere with existing setbacks.

Jim Swatsenbarg moved to approve the Special Use Permit, seconded by Robin Harrison - All present voted in favor, the motion passed

- *Request to Rezone property located at 815 W Central Ave. from 'D' Local Business and 'B' Second Dwelling to one Zoning Classification of 'E' General Use.*
 - Jason Choate, property owner, spoke about the need to rezone the property.
 - Minor discussion was had amongst the commission members and city staff regarding the rezoning process and that this rezoning request is in line with the goals of the city.

Robin Harrison moved to approve the Rezoning request, seconded by Jim Swatsenbarg - All present voted in favor, the motion passed

Staff Reports

- Zeb reported that building permits were up exponentially this year.

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 and the new goals set forth by the amended plan.
 - It is generally agreed amongst the commission members that the commission should have had more input regarding the amendments to the plan since the commission is the board approving the amendments and a number of exhibits now fall under the commission's jurisdiction

Robin Harrison moved that to accept the amendments to the Comprehensive Plan, sending them on to city council, seconded by Josh Anderson - 3 ayes : Robin Harrison, Jim Hunter, & Josh Anderson, 2 nays- Jim Swatsenbarg & Bill Barksdale, the motion passed

At 6:32pm Jim Swatsenbarg moved to adjourn the meeting, seconded by Bill Barksdale - All present voted in favor, the meeting was adjourned.

The next meeting is scheduled for Thursday, September 7, 2023 at 5:30pm in the City Council Chambers



City of Carthage, Missouri

TREE BOARD

August 8, 2023 - 4:30 PM
Parks & Recreation Office
720 Robert Ellis Young Drive
Carthage, MO 64836

MINUTES

1. Old Business

1. Approval of Previous Minutes.

ACTION: Motion to accept/approve item 1.1. by Bryan Stringer;
second by Jason Cutler;
Motion passed with a 3:0

AYES: Bryan Stringer, Jason Cutler, Noah Smith

NOES: None

ABSTAIN: None

2. Citizens Participation

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

Jo Ellis and Beth King spoke about wanting to get permission to plant a tree at Kellogg Lake in memory of a friend's son passing. The tree board stated that they are working on creating a policy for planting trees in city parks and agreed to reach out to Ms. King and Ms. Ellis when the policy is created.

3. New Business

1. Consider and Discuss Tree Board City Ordinance.

Tree board discussed reviewing the current Tree Board Ordinance and making changes to multiple things. They would like to rephrase and change the part that mentions what it takes to become a member of the Tree board. They would also like to add a paragraph that mentions the approval processes for planting a tree in a city park. There were also minor changes in other paragraphs. The ordinance will be brought to the City Attorney to be reviewed and then sent to the Public Services Committee.

2. Consider and Discuss City Trees in Parks.

Ms. Almandinger stated that the last tree inventory was completed in 2008 and is very outdated. She stated that she is planning on working with Mr. Skinner with MDC to obtain some available grants to get a new tree inventory and work on creating a plan on maintaining and consistently adding new trees in the parks moving forward.

4. Staff Reports

5. Other Business

Mr. Skinner mentioned that the Emerald Ash Borer has been confirmed in Jasper County.

6. Adjournment



City of Carthage, Missouri
**Ad Hoc Committee
CW&EP/Council**

August 14, 2023 - 8:30 AM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Citizen's Participation**
- 3. New Business**
 1. Consideration of revisions to Carthage City Ordinances, §2-316 through §2-400
 2. Discuss Salary Study
- 4. Adjournment**

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

Posted: 8/11/23 8:10 AM MD



City of Carthage, Missouri

Ad Hoc Committee CW&EP/Council

August 14, 2023 - 8:30 AM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

Mayor Dan Rife called the meeting to order at 8:35 am.

The following committee members were present: David Armstrong, Terri Heckmaster, Mark Elliff, Brian Schmidt, Ron Ross, and Pat Goff.

Others present: City Attorney Nate Dally, City Clerk Miranda Deal, CW&EP General Manager Chuck Bryant, CW&EP CFO Kelli Nugent, CW&EP General Counsel Cassandra Ludwig

2. Citizen's Participation

3. New Business

1. Consideration of revisions to Carthage City Ordinances, §2-316 through §2-400

CW&EP had presented their proposed changes to the Ordinances relating to the Carthage Water and Electric Plant Board. The committee had many discussions regarding how they got to this point, what the goals of the committee were and what everyone would like to have settled by the end of everything, all while making sure to maintain the quality of services that the utility currently provides.

The committee decided to work through each Ordinance one at a time and get feedback from each side regarding the proposed changes and try to come to an agreement on a potential change.

As each Ordinance was looked at, notes were taken as to what the committee had come to an agreement to or would like to see after speaking about it. There were no votes taken regarding changes at this time. The committee is to come back together once the proposed changes have been drafted to do a review before any votes are taken to forward the changes on to City Council for approval.

2. Discuss Salary Study

The Salary Study was discussed and CW&EP has sent out RFP's to find a firm to do the study. The City needs to be involved with approving the criteria and firm. It

was also mentioned by Mr. Armstrong that maybe another meeting with more time would need to happen in order to discuss the study in further detail once the RFP's had all come in.

4. Adjournment

Mr. Ross made a motion to adjourn at 11:35 am. Motion carried unanimously



AGENDA

Notice is hereby given that the Carthage Water & Electric Plant Board will meet August 17, 2023, 4:00 p.m. at the CWEP Complex, 627 W. Centennial, Carthage. The tentative agenda of the regular meeting includes:

ADDITIONS TO THE AGENDA

APPROVAL OF THE BOARD MINUTES: July 20, 2023

APPROVAL OF DISBURSEMENTS: July 2023 \$4,261,741.02

FINANCIAL STATEMENT: June 2023

July 2023

COMMITTEE REPORTS: Report from committee regarding ordinance review

CITIZENS PARTICIPATION PERIOD:

OLD BUSINESS: None.

NEW BUSINESS:

1. Consideration of retirement resolution for Dale Bailey
2. Consideration of bids for Sub 1 Feeder Move
3. Consideration of purchase of mini skid steer and trailer
4. Consideration of proposals for compensation study

STAFF REPORTS

BOARD MEMBER COMMENTS

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

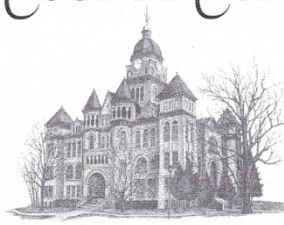
Representatives of the news media may obtain copies of this notice by contacting: Meagan Milliken, PO Box 611 Carthage, MO 64836 417-237-7300

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Daricus K. Adams
Western District Commissioner

JASPER COUNTY COMMISSION



302 S. Main ST
Carthage, MO 64836

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

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

COMMISSION AGENDA
AUGUST 22, 2023
9:00 A.M.
JASPER COUNTY COURTHOUSE ROOM 101

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

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 AUGUST 18, 2023 AT 4:00 P.M.

(RSMO 610.020)



City Administrator's Report

08/08/23-08/18/23

City Staff and Internal Projects

- Planning and Zoning reviewing City Comprehensive Plan, still under review (Planning and Zoning, Public Works, Engineering and Administration)
- Two Meetings with Forensic Auditor
- Tourism Director Hired!

Community

- Introductory Meeting with Dr. Boyer (R-9)
- Jasper County Commission Meeting

Meetings

- CEDC Board Meeting
- Public Services Meeting
- Budget Ways and Means (2)
- Meeting With Chamber Director
- Jasper County Emergency Services Board Meeting
- Planning and Zoning (HP) meeting
- Economic Development Director
- Several Meetings with Mayor and various department heads including Bi-Weekly staff meeting

Upcoming

- Council Planning session August 28th

COUNCIL BILL NO. 23-53

ORDINANCE NO. _____

AN ORDINANCE LEVYING GENERAL TAXES UPON REAL PROPERTY LOCATED WITHIN THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI FOR THE YEAR 2023, FOR GENERAL REVENUE PURPOSES AND OTHER PURPOSES, AND FIXING THE RATES THEREOF.

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

SECTION I: That a tax be and the same is hereby levied for the year 2023, upon all real property which is subject to taxation for municipal purposes under the statutes of the State of Missouri, within the corporate limits of the City of Carthage, Jasper County, Missouri as follows:

First, for General Revenue purposes, 0.3335 cents per One Hundred Dollars assessed valuation.

Second, for the purpose of maintaining the Public Library for the City of Carthage, 0.1665 cents per One Hundred Dollars assessed valuation.

Third, for the purpose of maintaining Public Parks and Recreation within the City of Carthage, 0.1439 cents per One Hundred Dollars assessed valuation.

Fourth, for the purpose of maintaining the Public Health of the City of Carthage, 0.0758 cents per One Hundred Dollars assessed valuation.

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 the Budget Ways & Means Committee)

JASPER COUNTY CLERK

Charlie Davis



NOTICE OF 2023

07/18/23

AGGREGATE ASSESSED VALUATION FOR POLITICAL SUBDIVISIONS OTHER THAN SCHOOLS

As required by SECTION 137.245.3, I, Charlie Davis
County Clerk of Jasper County, State of Missouri, do hereby
certify that the following is the aggregate assessed valuation of
CAR CITY a political subdivision in Jasper County, for the year 2023
as shown on the assessment lists, plus railroad and utility
valuations as reported by the State Tax Commission.

Real Estate Valuations:

Residential	93,176,150
Agricultural	574,040
Commercial	53,099,860

TOTAL\$ 146,850,050

Local RR/Utility Valuations:

Residential	0
Agricultural	0
Commercial	1,864,760

TOTAL\$ 1,864,760

TOTAL REAL\$ 148,714,810

Personal Property Valuations:

Personal Property	66,218,350
Local RR/Utility	16,700

TOTAL\$ 66,235,050

State Assessed Railroad & Utility Valuations:

Real Estate	259,849
Personal Property	214,119

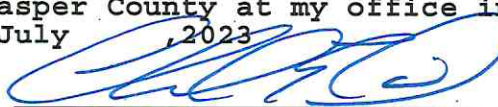
TOTAL\$ 473,968

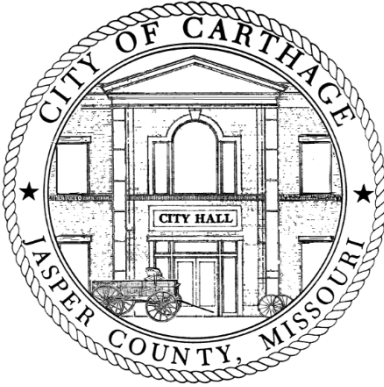
TOTAL CURRENT VALUATIONS \$ 215,423,828

NEW CONSTRUCTION..... \$ 4,620,850

This information is transmitted to assist you in complying with Section
67.110, RSMo, which requires that notice be given and public hearings held
before tax rates are set.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of
the County Commission of Jasper County at my office in
Carthage this 18 day of July, 2023


Clerk



The City of Carthage

America's Maple Leaf City

326 Grant St., Carthage, MO 64836 (417) 237-7000 FAX (417) 237-7002

NOTICE OF PUBLIC HEARING

A Public Hearing will be held at 6:30 P.M., Tuesday, August 8, 2023 in the City Hall, Council Chambers, 326 Grant Street Carthage, Missouri at which time Citizens may be heard on the property tax rates proposed to be set by the City of Carthage.

<u>Assessed Valuations</u>	<u>Current</u> <u>Year 2023</u>	<u>Prior Year</u> <u>2022</u>	
Real Estate – Residential	93,176,150	89,786,370	
Real Estate – Agriculture	574,040	587,580	
Real Estate – Commercial	53,099,860	48,834,300	
 <u>Local/State Assessed RR/Utilities</u>	 <u>Current</u> <u>Year 2023</u>	 <u>Prior Year</u> <u>2022</u>	
Local Valuations	1,864,760	1,853,490	
State Valuations	259,849	227,007	
 ASSESSED TOTALS	 148,974,659	 141,288,747	
 <u>Funds</u>	 <u>Prior Year</u> <u>Levy</u>	 <u>Proposed Levy</u>	 <u>Property Tax</u> <u>2023</u>
General Revenue Fund	0.3335	0.3335	\$496,830
Public Health Fund	0.0758	0.0758	\$112,923
Park & Recreation Fund	0.1439	0.1439	\$214,375
Library Fund	0.1665	0.1665	\$248,043
 FUND TOTALS	 0.7197	 0.7197	 \$1,072,171

*This rate is subject to change due to the receipt of subsequent information or upon notice from the State Auditor's Office. A copy of the City of Carthage Annual Budget for Fiscal Year 2023-2024 is available for public inspection at City Hall, 326 Grant Street Carthage, Missouri or on the City of Carthage website www.carthagemo.gov.

Traci Cox
Assistant City Administrator
City of Carthage

POSTED: 07/31/2023 Carthage City Hall, Carthage Public Library, Carthage Police Department, Carthage Fire Department, Carthage Website at www.carthagemo.gov Carthage Memorial Hall and Carthage Public Works Department

AN ORDINANCE AMENDING THE ANNUAL OPERATING AND CAPITAL BUDGET OF THE CITY OF CARTHAGE FOR FISCAL YEARS 2022 – 2023 AND 2023 - 2024 FOR SPECIFIED FUNDS (GENERAL FUND, FIRE PROTECTION TAX FUND, PARKS/STORMWATER SALES TAX FUND, CIVIC ENHANCEMENT FUND, CAPITAL IMPROVEMENTS TAX FUND, PUBLIC FACILITIES FUND, USE TAX FUND, ARPA FUND, PUBLIC HEALTH FUND AND PUBLIC SAFETY FUND).

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

SECTION I: The City of Carthage's 2023 – 2024 Annual Operating and Capital Budget for the **General Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated Fund Balance, for:

- a.)** the **Taxi**, is hereby amended to reflect a supplemental appropriation of an amount not to exceed \$52,000 to the Capital Outlay line item, as a carry-over from Fiscal Year 2023 for the New Taxi; and
- b.)** the **Parks & Recreation Department** is hereby amended to reflect a supplemental appropriation of an amount not to exceed \$42,000 to the Capital Outlay line item, as a carry-over from Fiscal Year 2023 for a 50 Foot Bi-Energy Towable Manlift; and
- c.)** the **Memorial Hall Department** is hereby amended to reflect a supplemental appropriation of an amount not to exceed \$36,100 to the Capital Outlay line item, as a carry-over from Fiscal Year 2023 for Ceiling in Main Auditorium (\$22,900) and Lighting in Main Auditorium (\$13,200); and
- d.)** the **Civil War Museum Department** is hereby amended to reflect a supplemental appropriation of an amount not to exceed \$6,000 to the Capital Outlay line item, as a carry-over from Fiscal Year 2023 for New Video; and
- e.)** the **IT Department** is hereby amended to reflect a supplemental appropriation of an amount not to exceed \$28,400 to the Capital Outlay line item, as a carry-over from Fiscal Year 2023 for Police/Fire MDT's (\$13,600), Parks HQ Camera Expansion (\$2,300) and CPD Camera System Replacement (\$12,500); and
- f.)** the **Fire Department** is hereby amended to reflect a supplemental appropriation of an amount not to exceed \$3,000 to the Capital Outlay line item, as a carry-over from Fiscal Year 2023 for House Demolition (3,000); and
- g.)** the **Street Department** is hereby amended to reflect a supplemental appropriation of an amount not to exceed \$38,500 to the Capital Outlay line item, as a carry-over from Fiscal Year 2023 for Truck Replacement; and
- h.)** the **Public Works Department** is hereby amended to reflect a supplemental appropriation of an amount not to exceed \$273,000 to the Capital Outlay line item, as a carry-over from Fiscal Year 2023 for Traffic Signal Garrison-HH (\$264,000), Bridge Maintenance (\$4,000), and Sycamore and Walnut Bridge Demo (\$5,000).

SECTION II: The City of Carthage's 2023 – 2024 Annual Operating and Capital Budget for the **Fire Protection Sales Tax Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated fund balance, for:

- An amount not to exceed \$95,768 to the Capital Projects line item for carry-over projects; Brush Truck Outfitting (\$33,418) and Building Renovation (\$62,350).

SECTION III: The City of Carthage's 2023 – 2024 Annual Operating and Capital Budget for the **Parks Storm Water Sales Tax Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated Fund Balance, for:

- An amount not to exceed \$87,000 to the Capital Outlay line item, for carry-over of Triplex Mower (\$69,000) and Fair Acres Field Maintenance (\$18,000).

SECTION IV: The City of Carthage's 2023 – 2024 Annual Operating and Capital Budget for the **Civic Enhancement Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated fund balance, for:

- A supplemental appropriation of up to \$4,288,650 for carry-over of Grant Revenues from the McCune Brooks Hospital Trust Fund to the Capital Outlay expense line item for the Parks Master Plan Project.

SECTION V: The City of Carthage's 2023 – 2024 Annual Operating and Capital Budget for the **Capital Improvements Tax Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated fund balance, for:

- A supplemental appropriation of up to \$437,770 to the Capital Projects line item for carry-over of the TAP River Street Sidewalk project.

SECTION VI: The City of Carthage's 2023 – 2024 Annual Operating and Capital Budget for the **Public Facilities Bond Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated fund balance, for:

- A supplemental appropriation of up to \$2,200,637 to the Capital Projects line item for carry-over of the I-49 Roundabout project.

SECTION VII: The City of Carthage's 2023 – 2024 Annual Operating and Capital Budget for the **Use Tax Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated fund balance, for:

- A supplemental appropriation of up to \$160,000 to the Capital Projects line item for carry-over of the Baseball/Softball Upgrades at Fair Acres.

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

unallocated and unappropriated Fund Balance, for:

- the **Pool**, is hereby amended to reflect a supplemental appropriation of an amount not to exceed \$30,000 to the Contract Services line item, for contract payments to the Fair Acres Family YMCA; and

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

- A supplemental appropriation of up to \$30,106 to the Vet & Humane Society line item for Carthage Humane Society contract overages; and
- A supplemental appropriation of up to \$17,221 to the Misc. Sanitation Charges line item for excess disposal charges.

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

- A supplemental appropriation of up to \$579,726 to the Police Capital Outlay line item for the Police Car Take-home Project.

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

- A supplemental appropriation of up to \$3,072 to the General Tools & Supplies line item, \$9,980 to the Police Capital Outlay line item, and \$7,600 to the Miscellaneous line item for LEST Grant Expenses; and
- A supplemental appropriation of up to \$12,769 to the Fire Capital Outlay line item for new Headsets and Rope Rescue Gear.

SECTION XII: 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

COUNCIL BILL NO. 23-55

ORDINANCE NO. _____

An Ordinance rezoning certain property on 815 West Central Ave in the City of Carthage from “D” Local Business and “B Second Dwelling” to “E” General Business as requested by Jason Choate

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

SECTION I: The following described property is hereby rezoned from D” Local Business and “B Second Dwelling” to “E” General Business, to wit:

GAMMON PK LOTS 1 TO 8 INC & LOTS 17 TO 24 INC & ALL VAC ALLEYS LYING BETWEEN SD LOTS & ALL VAC ALLEY LYING W & ADJ LOT 17

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: Planning, Zoning and Historic Preservation Commission

AN EMERGENCY ORDINANCE TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS.

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

Section I - Declaration of Policy. The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the city.

Section II - Conflicts of Interest. The Mayor or any member of the City Council who has a “substantial or private interest”, as defined by state law in any bill shall disclose on the records of the City Council the nature of his interest and shall disqualify himself from voting on any matters relating to this interest.

Section III - Disclosure Reports. Each elected official, the chief administrative officer, the chief purchasing officer, and the general counsel (if employed full-time) shall disclose the following information by May 1 if any such transactions were engaged in during the previous calendar year:

a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision.

b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.

c. The chief administrative officer and the chief purchasing officer also shall disclose by May 1 for the previous calendar year, the following information:

1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;

2. The name and address of each sole proprietorship that he owned; the name address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation

system in which the person owned two percent or more of any class or outstanding stock, limited partnership units or other equity interests;

3. The name and address of each corporation for which such person served in the capacity of a director, officer, or receiver.

Section IV – Filing of Reports. The reports, in the attached format, shall be filed with the City Clerk and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section V – When Filed. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;

a. Each person appointed to office shall file the statement within 30 days of such appointment or employment;

b. Every other person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

Section VI – Filing of Ordinance. The City Clerk shall send a certified copy of this ordinance to the Missouri Ethics Commission within ten days of its adoption.

Section VII – Emergency Ordinance. This Ordinance shall be considered and Emergency Ordinance under the terms of the Charter of the City of Carthage.

Section VIII – Effective Date. This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect for two years from the date of passage.

PASSED AND APPROVED THIS _____ DAY OF _____ 2023.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Insurance, Audit & Claims Committee

AN ORDINANCE TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS.

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

Section I - Declaration of Policy. The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the city.

Section II - Conflicts of Interest.

- a. All elected and appointed officials, as well as employees of the City of Carthage (the City”) and its subdivisions, must comply with conflict of interest statutes under Chapter 105 of the Missouri Revised Statutes as well as any other state law governing official conduct.
- b. Any member of the governing body of the City, or any appointee or employee having significant influence within the operations of the City, who has a “substantial personal or private interest” in any measure, bill, order or ordinance proposed or pending before such governing body must disclose that interest to the secretary or clerk of such body and such disclosure shall be recorded in the appropriate journal of the governing body. If the body does not have an appointed clerk, the notice will be given to the Chair, or designated head, of the body. Notice of such interest will also be given, in writing, directly into the hands of the Mayor and City Council prior to any action being taken related to the conflict of interest. Such notice must be delivered at least seven calendar days prior to action being taken on the measure, bill, or ordinance.
 1. Persons indicated in this ordinance shall include, but not be limited to, the Mayor, members of the City Council, the City Administrator, the Assistant City Administrator, the General Council of the City (whether full time, part time, or on a contract basis), city board or committee appointees, and directors of city subdivisions and services.
 - i. City subdivisions and services shall include, but not be limited to, the Police Department, Fire Department, Parks and Recreation Department, and the Street Department.
 2. Any person shall be deemed to have the same interest as any other person who bears to them a relationship of first degree consanguinity or affinity. Disclosure of interests of such persons is therefore required to be disclosed.
 - i. A relationship of “first degree of consanguinity or affinity” is defined as all parents, children (whether natural, adopted, foster, or step), and current spouses.
 3. “Substantial personal or private interest” is defined as ownership by the individual, or those with first degree consanguinity or affinity, whether singularly or collectively,

directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year.

4. The term “given, in writing, directly into the hands of” shall mean either:
 - i. Delivery by the person’s city email address, wherein such person must be a direct recipient of such email, or
 - ii. Delivery of a printed copy of the notice, delivered to the person in city council chambers.
5. Failure of required notice to be given to the Mayor and each and every member of the City Council may invalidate the approval of the measure, bill, or ordinance and shall invalidate any contracts upon which such notice relied.
6. If required disclosure was not made and financial benefit resulted to such party, the City Council may vote to rescind the contract and such party which improperly benefitted shall be liable for repayment of fees and costs of restoration of the original positions of each party. In the event a contract for services arose, no claim for retention of any part of the benefit may be made under quantum meruit.
- c. The Mayor, any member of the City Council, member of a board, or member of a committee who has a substantial personal or private interest in any measure, bill, order or ordinance shall disqualify himself or herself from voting on any matters relating to this interest. Additionally, if any conflict of interest arises between the time of the last required disclosure report and the measure, bill, order or ordinance to be voted upon, the person with the conflict of interest must make a verbal disclosure of such person’s conflict of interest prior to any official discussion being held on the matter.

Section III - Disclosure Reports. Each elected official, the City Administrator, the Assistant City Administrator, the General Counsel, or any person appointed to office, a board, or committee shall disclose the following information by designated deadlines, transactions described in Section II during the previous calendar year:

- a. For any transaction over five hundred dollars (\$500) between the person required to make the disclosure and the City, the date, the identities of the parties to each transaction, and a description of the transaction. However, disclosure shall not be required for compensation received as an employee of the City, payment of any tax, fee or penalty due to the City, and other transfers for no consideration to the City.
- b. The date and the identities of the parties to each transaction described in Section II.
- c. In addition to the requirements of Section II (a) and (b), the City Administrator and the Assistant City Administrator shall disclose by May 1 for the previous calendar year, the following information:
 1. The name and address of each of the employers from whom income of one thousand dollars (\$1,000) or more was received during the year covered by the statement;
 2. The name and address of each sole proprietorship that he or she owned; the name address and the general nature of the business conducted of each general partnership and joint venture in which he or she was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the

secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class or outstanding stock, limited partnership units or other equity interests;

3. The name and address of each corporation for which such person served in the capacity of a director, officer, or receiver.

Section IV – Filing of Reports. The reports shall be filed with the City Clerk and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section V – When Filed. The financial interest statements shall be filed at the following times. No person is required to file more than one financial interest statement in any calendar year, though the statement filed by such person must be accurate and complete and disclose all known interests as of the time of filing.

- a. Each person appointed to office shall file the statement within thirty (30) days of such appointment or employment;
- b. Every other person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

Section VI – Identification of Certain Parties - The City Administrator is the chief administrative officer of the City and the Assistant City Administrator is the chief purchasing officer of the City.

Section VII – Filing of Ordinance. The City Clerk shall send a certified copy of this ordinance to the Missouri Ethics Commission within ten days of its adoption.

Section VIII – Effective Date. This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect for two years from the date of passage.

PASSED AND APPROVED THIS 22nd DAY OF August 2023.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

COUNCIL BILL NO. 23-57

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into a contract with Fairway IQ Inc. to provide an annual subscription for GPS sensors for Golf Carts, in the City of Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a contract with the Fairway IQ Inc. for GPS sensors for Golf Carts in the amount of \$8,910.00 annually for 3 years, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Services Committee



Subscription Agreement

Created by:
Dave Vanslette

Prepared for:
Carthage Golf Course

Operator Full Legal Name:	Carthage Golf Course
Operator Address:	2000 Richard Webster Drive. Carthage, MO 64836

This Master FAIRWAYiQ Service and Rental Agreement is between **FAIRWAYiQ, Inc.**, a Delaware corporation with its principal place of business at 300 Bear Hill Road, Waltham, MA 02451 ("**FiQ**") and the golf course, golf resort, and/or private golf club property operator named above ("**Operator**"). The parties agree as follows:

1. DEFINITIONS

1.1 "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2 "Agreement" means this Master Subscription Agreement together with any Service Orders executed by both parties and any exhibits, schedules and addenda to any of the foregoing.

1.3 "Affixed Equipment" has the meaning give to such term in Section 3.1.

1.4 "Charging Station" means a 10-Port, smart, USB rapid charging base.

1.5 "FiQ Equipment" means collectively the Charging Stations, the Gateway Equipment, the Smart Tags, and any and all other equipment that FiQ may supply to Operator in connection with this Agreement.

1.6 "FiQ Personnel" means collectively FiQ, its agents and its subcontractors, and the employees and independent contractors of each of the foregoing.

1.7 "FiQ Solution" means collectively FiQ's proprietary performance management solution for golf courses, comprised of the FiQ Equipment, an analytics engine, and a network that automatically manages communication between Smart Tags used on the course, the analytics engine, and the operators of golf courses, golf resorts, and/or private golf club properties utilizing such technology.

1.8 "Gateway Equipment" means antenna, connectors and RF access point that enables the network connection to the Smart Tags on the golf course and transmission of data to the FiQ analytics engine.

1.9 "Operator Facility" means each golf course, golf resort, and/or private golf club property owned and/or operated by Operator identified on a Service Order to this Agreement.

1.10 "Service Order" means an ordering document that is entered into between Operator and FiQ specifying the details of the FiQ Solution subscription ordered by Operator and the supply of FiQ Equipment in connection therewith.

1.11 "Service Subscription Term" for each Service Order means the service subscription term specified in the Service Order.

1.12 "Smart Tags" means electronic devices that are used to track equipment and people on the golf course. The handheld electronic devices with plastic casings are carried by caddies, players and staff or attached to a golf bag. The electronic devices that are embedded in carts and maintenance equipment are connected directly to the

equipment. Each of these electronic devices contains a microprocessor, RF network communication chip, GPS chip, Bluetooth chip, display (only handheld device) and other components embedded on a printed circuit board.

2. SERVICE ORDERS AND ADDITIONAL SMART TAGS

2.1 Master Agreement and Service Orders. The main body of this Agreement governs the terms by which Operator will order, and FiQ will provide to Operator, the FiQ Solution. For each Operator Facility for which Operator wishes to have FiQ provide the FiQ Solution, the parties will enter into a separate Service Order, which will identify the applicable Operator Facility, the Service Subscription Term applicable to such Operator Facility, the initial number of Smart Tags to be delivered to the Operator Facility, the applicable financial terms, including subscription and/or rental fees, and such other commercial terms as may apply with respect to the provision of the FiQ Solution to the applicable Operator Facility.

2.2 Additional Smart Tags. From time to time Operator may request additional Smart Tags for an Operator Facility for which FiQ is already providing the FiQ Solution pursuant to an existing Service Order. Additionally, from time to time Operator may request to replace some or all of the Smart Tags currently held by Operator pursuant to an existing Service Order with Smart Tags that FiQ may offer from time to time which offer features and/or functionality different from the existing Smart Tags. In each case, the parties may enter into an additional Service Order governing the supply of additional and/or replacement Smart Tags, which Service Order will be coterminous with the existing Service Order for such Operator Facility.

3. FIQ EQUIPMENT

3.1 Installation. Certain of the FiQ Equipment, including the Gateway Equipment, Charging Stations, Vehicle Smart Tags and associated cabling and wiring, will need to be affixed and installed at Operator Facilities, and on Operators Vehicles ("**Affixed Equipment**"). Operator hereby agrees to install & affix the Equipment in locations and positions recommended by FiQ and reasonably acceptable to Operator. The foregoing affixing & installation at Operators facilities and on Operators Vehicles, will be carried out by the Operator, and at the Operator's sole risk of injury, loss, or destruction. If FiQ personnel are required to install and affix equipment, the Operator hereby authorizes FiQ Personnel to enter the Operator Facilities and to affix and install the Affixed Equipment at the Operator Facilities. The Operator will provide such access and cooperation as FiQ Personnel may reasonably require in order to carry out any and all of the foregoing. Without limiting the foregoing, Operator acknowledges that such affixing and/or installing the Affixed Equipment may require the drilling into, bolting to, and/or otherwise securing to structures and making electrical or other connections.

3.2 Ownership and Proprietary Rights. The FiQ Equipment will at all times remain and be the sole and exclusive property of FiQ. This Agreement will not be deemed to grant Operator any proprietary interest in the FiQ Equipment, but instead grants only a limited license to use the FiQ Equipment during the Service Subscription Term at the Operator Facility for which it was obtained, in accordance with this Agreement. FiQ will be deemed to have retained title to the FiQ Equipment at all times.

3.3 Operator Obligations, Responsibilities, and Restrictions.

- (a)** Operator will not create nor permit any lien, security interest, or other encumbrance of any nature or kind, whether voluntary or involuntary, to attach to the FiQ Equipment. In the event that any such encumbrance attaches to the FiQ Equipment, Operator will immediately and without delay notify FiQ and cause such encumbrances to be discharged.
- (b)** The FiQ Equipment may be used only by Operator itself or, with respect to Smart Tags, by Operator's club members and guests. The FiQ Equipment may not be used by, or for the benefit of, any other person or entity.
- (c)** Operator will not transfer, deliver, or sublet any portion of the FiQ Equipment to any other person or entity or otherwise part with possession of any of the same.

(d) Operator will not transfer any portion of the FiQ Equipment (including any Smart Tags) to any other Operator Facility.

(e) Operator will not uninstall, move or remove any Affixed Equipment unless expressly requested to do so by FiQ in writing.

(f) Operator will at all times afford to FiQ Personnel free access to the FiQ Equipment for the purpose of inspecting it, watching its use and operation, and altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and Operator will afford all reasonable facilities for such purposes.

(g) Operator acknowledges that the FiQ Equipment contains certain trade secrets and proprietary information of FiQ. Therefore, Operator agrees not to reverse engineer the FiQ Equipment, or make it available to any third party for the purpose of inspecting, analyzing or discovering proprietary information contained or embodied in the FiQ Equipment.

3.4 Removal, Return and Repossession. Upon the expiration or termination in any manner whatever of the Service Subscription Term for each Operator Facility, Operator will grant access to, and hereby authorizes, FiQ Personnel to enter the Operator Facilities to remove and repossess the Affixed Equipment. Alternatively, at FiQ's request, Operator will remove and deliver to FiQ the Affixed Equipment in accordance with the instructions of FiQ. In addition, upon the expiration or termination in any manner whatever of the Service Subscription Term for each Operator Facility, Operator will promptly deliver to FiQ all FiQ Equipment other than the Affixed Equipment in accordance with the instructions of FiQ. Alternatively, at FiQ's request, Operator will grant access to, and hereby authorizes, FiQ Personnel to enter the Operator Facilities to remove and repossess all FiQ Equipment other than the Affixed Equipment. The removal and delivery of FiQ Equipment by Operator as provided in this section will be done at Operator's expense. All FiQ Equipment must be complete and in good order and condition, reasonable wear and tear alone excepted, when redelivered to or repossessed by FiQ.

3.5 Loss or Damage to FiQ Equipment. Until redelivered to or repossessed by FiQ as provided in this Agreement, the FiQ Equipment at all times will be held at Operator's sole risk of injury, loss, or destruction. If the FiQ Equipment or any part of it will be lost, damaged, or destroyed before such redelivery or repossession, other than due to reasonable wear and tear or the negligence or misconduct of Operator Personnel, Operator will pay to FiQ in respect to each item so lost, damaged, or destroyed the fair market value thereof as determined by FiQ, payable upon receipt of invoice.

4. USE OF FIQ SOLUTION

4.1 Use and Rights. Subject to Operator's compliance with the terms and conditions of this Agreement, FiQ grants to Operator a nonexclusive, non-transferable, non-sublicensable right and license during the Service Subscription Term to use the FiQ Solution, including the online and locally-installed software components thereof and the FiQ Equipment, solely for and at each Operator Facility identified on a Service Order executed under this Agreement. Operator will not use the FiQ Solution other than for the benefit of the Operator Facility identified on a Service Order or for the benefit of the members and guests of such facility.

4.2 Reservation of Rights. Subject to the limited rights expressly granted hereunder, FiQ and its licensors reserve all of their right, title and interest in and to the FiQ Solution, including but not limited to (a) its programming architecture and platform, (b) any improvements, enhancements, modifications or features for the FiQ Solution developed during the term of this Agreement, (c) any data generated through the FiQ Solution or platform in connection with this Agreement; and (d) all intellectual property rights in the foregoing. No rights are granted to Operator hereunder other than as expressly set forth herein.

4.3 Usage Restrictions. Operator will not (a) make the FiQ Solution available to, or use the FiQ Solution for the benefit of, anyone other than Operator or Operator's members and guests, (b) sell, resell, license, sublicense, distribute, rent or lease the FiQ Solution, or include the FiQ Solution in a service bureau or outsourcing offering, (c) interfere with or disrupt the integrity or performance of the FiQ Solution, (d) attempt to gain unauthorized access to

the FiQ Solution or its related systems or networks, (e) copy the FiQ Solution or any part, feature, function or user interface thereof, (f) access the FiQ Solution in order to build a competitive product or service, or (g) reverse engineer any portion of the FiQ Solution (to the extent such restriction is permitted by law).

4.4 Operator System Requirements. Operator acknowledges and agrees that in order to utilize the FiQ Solution Operator must at its own expense provide and maintain certain equipment and services, as described in this section. Operator must have a computer with high speed Internet access (DSL or better is preferred). Operator must also use the operating system(s), Internet browser(s) and hardware, and software that satisfy all technical specifications and other requirements established by FiQ from time to time. Operator must maintain software and operating system patches and updates, and Operator must install, maintain and update a current antivirus system in order to ensure that no files Operator transmit to FiQ will contain any viruses or other harmful, intrusive or invasive codes. Operator agrees to scan Operator's computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses. Operator further agrees to promptly install and implement any changes and upgrades to the FiQ Solution and/or the hardware and software as required by FiQ from time to time, including, but not limited to, those intended to ensure compliance with regulatory changes or to protect the integrity and security of the Service.

4.5 Feedback. Operator may provide feedback, analysis, suggestions and comments to FiQ regarding the FiQ Solution (collectively, "**Feedback**"). Operator acknowledges and agrees that all of Operator's Feedback will be the sole and exclusive property of FiQ, and Operator hereby assigns all of Operator's right, title and interest in the Feedback, and all intellectual property rights related thereto to FiQ. Without limiting the generality of the foregoing, Operator agrees that FiQ will have the perpetual and irrevocable right to use, modify, and otherwise exploit all or part of the Operator's Feedback or any derivative thereof in any manner or media now known or hereafter devised without requiring any remuneration, compensation or credit to Operator.

4.6 Data. FiQ and its suppliers may host, copy, transmit and display data and information resulting from Operator's and its members', guests' and staff use of the FiQ Solution as necessary for FiQ to provide the FiQ Solution in accordance with this Agreement and may utilize data capture, syndication, and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze any non-personally identifiable data or information for any lawful business purpose without a duty of accounting to Operator. As between Operator and FiQ, it is Operator's sole obligation to obtain from each user of the FiQ Solution at the Operator Facilities such user's consent to collect the data necessary to provide the FiQ Solution and Blind Data. Operator will do so in accordance with all applicable laws and will indemnify and hold harmless FiQ from and against any and all liability, claims, and damages arising from Operator's failure to do any of the foregoing.

5. FEES AND PAYMENT

5.1 Fees. Operator will pay all fees specified in Service Orders. Except as otherwise specified herein or in a Service Order, payment obligations are non-cancelable and fees paid are non-refundable and quantities purchased cannot be decreased during the relevant subscription term.

5.2 Payment. Fees will be due and payable by Operator in accordance with the relevant Service Order. Operator is responsible for providing complete and accurate billing and contact information to FiQ and notifying FiQ of any changes to such information.

5.3 Overdue Charges. If any invoiced amount is not received by FiQ by the due date, then without limiting FiQ's rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

5.4 Suspension of the FiQ Solution. If any charge owing by Operator is thirty (30) days or more overdue, FiQ may, without limiting its other rights and remedies, suspend the FiQ Solution until such amounts are paid in full.

5.5 Taxes. FiQ's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Operator is responsible for paying all Taxes associated with the transactions hereunder. If FiQ has the legal obligation to pay or collect Taxes for which Operator is responsible under this section, FiQ will invoice Operator and Operator will pay that amount unless Operator provides FiQ with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, FiQ is solely responsible for taxes assessable against it based on its income, property and employees.

6. DISCLAIMERS; LIMITATION OF LIABILITY

6.1 Replacement of Defective Smart Tags. Operator will request replacement of defective Smart Tags in writing to FiQ and return the Smart Tags to FiQ upon approval. If FiQ examines defective tags and determines that the Smart Tag was indeed defective, a replacement tag will be provided at no charge to Operator. If FiQ determines that the Smart Tag is no longer working due to misuse, damage or other reasons not related to normal wear and tear or defects in manufacturing, FiQ will invoice Operator cost to manufacture plus 10%.

6.2 Disclaimers. FiQ DOES NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.3 Limitation of Liability. FiQ'S AGGREGATE LIABILITY ARISING UNDER OR RELATED TO EACH SERVICE ORDER WILL NOT EXCEED THE AMOUNT PAID BY OPERATOR UNDER THE SERVICE ORDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

6.4 Exclusion of Consequential and Related Damages. IN NO EVENT WILL FiQ HAVE ANY LIABILITY TO ANY PARTY FOR ANY LOST PROFITS OR LOST REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO PERSONAL INJURIES SUSTAINED BY OPERATOR CLIENTS), WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

6.5 Release. Operator, for and on its own behalf and on behalf of its employees, officers, members, shareholders, directors, invitees, agents, contractors and representatives (collectively, "**Releasors**"), hereby releases, waives, discharges and holds harmless FiQ and the FiQ Personnel and its and their employees, officers, members, shareholders, directors, invitees, agents, contractors and representatives, and each of its and their heirs, successors and assigns (collectively, "**Releasees**") from and against any and all liability for any and all loss, injury, or damage, and any claim or demands therefor on account of damage to or loss of any property or injury or death of any person arising from or in connection with (a) the conduct or activities of any of the Releasees while on Operator premises; or (b) Operator's or its members' or guests' use of the FiQ Solution.

6.6 Media. The Operator hereby acknowledges and agrees to grant FiQ a worldwide, royalty-free, perpetual, right and license to use and publicly display the Operators brand logo and supporting communication, in FiQ's promotional materials.

6.7 Insurance. Operator agrees to maintain such insurance as will fully protect Operator and FiQ from any and all claims under any worker's compensation act or employer's liability laws, and from any and all other claims of

whatsoever kind or nature for the damage to property or for personal injury, including death, made by anyone whomsoever, that may arise from any operation carried on under this Agreement, either by Operator, any subcontractor, any FiQ Personnel, or by anyone else directly or indirectly engaged or employed by any of them. Upon request of FiQ, Operator will provide FiQ with a certificate of insurance.

7. TERM AND TERMINATION

7.1 Term of Agreement. This Agreement commences on the last date beneath the parties' signatures below and continues until all Service Orders hereunder have expired or have been terminated.

7.2 Term of Service Subscriptions. The term of each Service Subscription will be as specified in the applicable Service Order.

7.3 Termination. A party may terminate this Agreement and/or any Service Order for cause (a) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

7.4 Surviving Provisions. Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration, including, without limitation, all provisions with respect to disclaimers and limitation on liabilities, will survive any termination or expiration of any Service Order and this Agreement and continue in full force and effect. In no event will expiration or termination relieve Operator of its obligation to pay any amounts payable to FiQ for the period prior to the effective date of expiration or termination.

8. GENERAL PROVISIONS

8.1 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between FiQ and Operator regarding FiQ's supply and Operator's use of the FiQ Solution and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in an Operator purchase order or in any other Operator order documentation (excluding Service Orders) is void. In the event of any conflict or inconsistency between the main body of this Agreement and a Service Order, the conflicting term in the Service Order will prevail, but only with respect to that particular Service Order.

8.2 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

8.3 Third-Party Beneficiaries. There are no other third-party beneficiaries under this Agreement.

8.4 Notices. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c) except for notices of termination or an indemnifiable claim ("**Legal Notices**"), the day of sending by email. Notices to FiQ will be addressed to the attention of Legal Affairs at FAIRWAYiQ, Inc., at 300 Bear Hill Road, Waltham, MA 02451 or such other address as FiQ may from time to time specify for notices. Billing-related notices to Operator will be addressed to the relevant billing contact designated by Operator, and Legal Notices to Operator will be addressed to Operator.

8.5 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

8.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

8.7 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Service Orders), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if Operator is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a competitor of FiQ, then FiQ may terminate this Agreement upon written notice to Operator. In the event of such a termination, FiQ will refund Operator any prepaid fees covering the remainder of the term of all subscriptions. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

8.8 Governing Law. This Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the internal laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

8.9 Venue. The state and federal courts located in Commonwealth of Massachusetts will have exclusive jurisdiction over any dispute relating to this Agreement, and each party consents to the exclusive jurisdiction of those courts.

8.10 Counterparts. This Agreement may be signed in multiple counterparts, which, taken together, will be considered one original. Facsimile signatures, signatures on an electronic image (such as .PDF or .JPG format), and electronic signatures will be deemed to be original signatures.

Signed by each party's authorized representative:

FAIRWAYIQ, INC.	Carthage Golf Course
	
By:	By:
Print Name: Dave Vanslette	Print Name:
Title: CEO	Title:
Date: 06 / 29 / 2023	Date:

SERVICE ORDER

Operator Full Legal Name:	Carthage Golf Course
Effective Date:	upon signature

This Service Order is made under the Master FAIRWAYiQ Service and Rental Agreement (the “**Master Agreement**”) between **FAIRWAYiQ, Inc. (“FiQ”)** and the golf course, golf resort, and/or private golf club property operator named above (“**Operator**”) and is effective as of the last date beneath the parties’ signatures below (the “**Effective Date**”). Capitalized terms used but not defined in this Service Order will have the meanings given to them in the Master Agreement. The parties agree as follows:

1. OPERATOR FACILITIES

2000 Richard Webster Drive. Carthage, MO 64836

2. SERVICE SUBSCRIPTION TERM

2.1 The Service Subscription Term for this Service Order will commence on the Effective Date and will continue for a period of thirty six (36) months thereafter. Thereafter, the Service Subscription Term for this Service Order will automatically renew for consecutive twelve (12) month periods under the same payment terms, unless either party gives the other notice of non-renewal at least sixty (60) days before the end of the then current Service Subscription Term. The Service Subscription Term for this Service Order may be terminated as provided in the Master Agreement.

3.1 Annual Fee. The Operator will pay FiQ an annual fee for the provision of the FiQ Solution and the rental of the FiQ Equipment. For the each Service Subscription Term of this Service Order, the Annual fee is **\$8,910.00**. A one-time shipping & handling fee of **\$162.00** will be invoiced on the first invoice only.

3.2 After thirty-six (36) months of service, FiQ may increase the Annual Fee for each renewal Service Subscription Term upon at least sixty (60) days prior written notice.

3.3(a) Number of Smart Sensors: Cart/Equipment Sensors = **54 Gas Carts** Handheld Sensors = **0**

3.3(b) Beepers: Included

3.3(c) Installation: Operator Installation with FiQ Guidance

3.4 Payment Schedule: For each Service Subscription Term, Operator will be be invoiced 100% of the Annual Fees due upon receipt.

3.5 Signed by each party’s authorized representative:

FAIRWAYIQ, INC.	Carthage Golf Course
By: <i>Dave Vauslette</i>	By:
Print Name: Dave Vanslette	Print Name:



Title:	CEO	Title:	
Date:	06 / 29 / 2023	Date:	

COUNCIL BILL NO. 23-58

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into a contract with the Fair Acres Family YMCA, Inc. for a use agreement of a Golf Simulator, in the City of Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a contract with the Fair Acres family YMCA, Inc for use of the Golf Simulator, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Services Committee

MARKETING AND USE AGREEMENT BETWEEN CARTHAGE GOLF COURSE AND FAIR ACRES YMCA

Whereas the City of Carthage and the Fair Acres YMCA desire to enter into a marketing and revenue share agreement, to provide better service to their respective communities; and

Whereas the objective is to maximize the use of the YMCA Golf Simulator; and

The Term of this contract shall be for three years from the date of signing.

Therefore, the following Agreement is adopted with the following conditions and provisions:

A. Requirements of the City of Carthage

- Include and maintain a simulator section on Carthage Golf Course website explaining the golf simulator with a link to book tee times.
- Include a section on the City golf course app to advertise and book tee times.
- Include simulator marketing on the footer of at least thirty (30) email campaigns that Carthage Golf Course sends out (30 per year).
- Create at least ten (10) standalone email campaigns about the simulator (10 per year).
- Create simulator marketing on the header of at least five (5) email campaigns that Carthage Golf Course sends out (5 per year).
- Include in person marketing at the Pro Shop (flyers in backroom, front counter, word of mouth).
- Carthage Golf Course will provide the YMCA with Golf Course decor (Flags, logo items, etc.) to help with the golf atmosphere and to show City affiliation with the YMCA.
- Provide to the YMCA, twenty (20) 50% off green fee cards for use in day-to-day, events, etc. per year.
- Provide to the YMCA Ten (10) free green fee cards for use in day-to-day, events, etc., per year.

B. Requirements of the YMCA

- Provide to the City of Carthage ten percent (10%) of all gross revenue related to the usability of the Golf Simulator as outlined in Section A.
- Pay the City quarterly for their 10%.

C. Fifty percent (50%) split of revenue with 50% of gross revenue to each party for the following:

- All rounds played on Simulator including Events and League Play.
- For eligible Simulator Events and League Play, the Carthage Golf Course will assist with the following:
 - Marketing
 - Entries
 - Scoring
 - Entry Form creating
 - Budgeting for event

D. Additional Agreements

- \$100.00 Add on Membership to any current or new golf membership for the following:
 - Twelve punch cards for 1-hour free simulator (12 hours total, one hour per month, expires same day of membership expiration).
 - \$90 goes to YMCA and \$10 to Golf Course. (Quarterly checks written to Carthage Golf Course will be discounted appropriately to account for add-on memberships).
- Repairs and Equipment – tees, balls, etc. will be split the same 90/10 as the revenue split. The parties shall work to minimize the actual money transfer by using the quarterly transfer to accomplish these purchases. The YMCA shall notify Carthage Golf Course prior to making any repairs.

BE IT RESOLVED by the City of Carthage, and the Fair Acres YMCA,

1. That this Agreement is hereby approved and the rights and duties therefore are hereby assumed and accepted, subject to the terms and conditions herein set forth.
2. The proper officials are hereby authorized and directed to do and perform the necessary acts to fulfill the obligations of the Agreement.

City of Carthage

Mayor

Date

City Clerk

Date

Fair Acres YMCA

Director

Date

COUNCIL BILL NO. 23-59

ORDINANCE NO. _____

An Ordinance repealing and replacing the cost recovery fees for the Parks Department, in the City of Carthage Missouri.

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

SECTION I: Section 16-25 Parks and recreation pricing and cost recovery policy of the Carthage Code is hereby repealed and replaced with the following attached Section 16-25.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Services Committee

City of Carthage

Parks and Recreation Pricing and Cost Recovery Policy

a) INTRODUCTION/PURPOSE

Carthage Parks and Recreation offers a wide range of facilities and partners with others to ensure that recreation programs and special events are available for all age groups.

The Pricing and Cost Recovery Policy is a mechanism for allocating the use of public funds, creating a financially sustainable approach for recreational services and facilities, maximizing the use of programs and facilities, and ensuring affordable access to programs and services. The policy allow city administration, partners, and citizens to better understand the philosophy behind the pricing of programs and services. The Pricing and Cost Recovery Policy presents a cost-of-service template to be, used to determine the level of cost recovery for direct and indirect costs for each core program category.

b) Policy

(1) RECOMMENDATIONS: The following recommendations were, developed to address key issues to support and act on implementing the pricing policy and creating a more sustainable and efficient Department:

- Establish a cost recovery range for each program area and allow the Director of Parks and Recreation to set prices with input from others, as needed, while keeping within the cost recovery goals approved by the City Council.
- Review prices annually as operational costs increase. Adjust prices to stay within established cost recovery goals
- Develop a permit rate with a percentage of gross revenue for private operators who generate private gain with no capital or operational cost investment
- Determine not-for-profit 501 (C) (3) status for all outside users seeking special permits that allow them to gain revenue off city-owned facilities prior to permitting

The City of Carthage is committed to providing outstanding public parks, recreation facilities and recreation programs. The increasing demands for additional park usage, recreation programs/facilities and services, coupled with rising operating and capital costs, make it challenging to maintain existing levels of service. The establishment of a Pricing and Cost Recovery Policy is designed to provide the Parks and Recreation Department with consistent guidelines in pricing facilities, programs and services.

The Pricing and Cost Recovery Policy allows elected officials, users, staff, partners, and citizens-at-large to understand the philosophy behind pricing of products and services offered. The Pricing and Cost Recovery Policy is based on the true costs to provide programs and services. Staff will be developing the true cost to provide the services, programs and facilities through a

cost of service model.

2. Types of fees and charges: The following definitions are provided to clarify the meaning of terms used within this policy document:

- a. Admission Fees: Fees to enter a building or enclosed structure or facility, as in a fee to enter an aquatic facility.
- b. Rental Fees: Payments made for the privilege of exclusive use of park property or facilities of any kind.
- c. User Fees: Fees for use of a facility amenity or participation in a program or activity.
- d. Sales Revenue: Revenue obtained from the operation of concessions, sale of merchandise and other property.
- e. Membership Fees: Charges that entitle individuals to multiple uses of a facility for a predetermined number or duration. Examples include Annual Passes, Individual Passes, etc..
- f. License and Permit Fees: Fees to obtain written consent to perform some lawful action, typically after permission has been, granted by the Department.
- g. Non-Profit Organization Fees: Fees available only to non-profit organizations with Internal Revenue Service 501(c) (3) tax-exempt status.
- h. Vendor Permit Fees: Fees for the privilege of selling goods and services on city property.

3. OTHER REVENUE SOURCES

a. CONTRACTUAL OR VENDOR PERMIT REVENUES

The department, is authorized to issue concessionaire or vendor permits to qualified individuals, groups and businesses. The purpose of these permits is to enhance

Visitor enjoyment when using department facilities and to generate revenue for the department. Permits may be issued for the following goods and services:

1. Food and beverages
2. Certain amusement equipment and inflatable apparatus as approved by the Director
3. Other goods and services as approved by the Director

b. COMMUNITY Benefit (0-25% Cost Recovery)

The foundational level of the pyramid is the largest and represents those programs, core services, facilities and services that benefit the community as a whole. The community generally pays for these basic services and facilities through taxes. These services shall be offered to residents at minimal or no fee. Most of the tax support of the Department supports this level of the pyramid.

c. COMMUNITY/Individual Benefit (26-50% Cost Recovery)

The second level of the pyramid represents programs, facilities and services that promote individual physical and mental well-being and provides recreational skill development. They are generally the more traditionally expected services and beginner instructional levels. These programs, services and facilities shall be assigned fees based on a specified percentage of direct and indirect costs.

d. INDIVIDUAL/Community Benefit (51-75% Cost Recovery)

The third level of the pyramid represents services that promote individual, physical and mental well-being and provide an intermediate level of recreational skill development. This level provides more INDIVIDUAL and less Community Benefit and should be priced to reflect this.

e. MOSTLY INDIVIDUAL Benefit (76-100% Cost Recovery)

The fourth level of the pyramid represents specialized services generally for specific groups with a competitive focus. In this level programs and services should be priced to recover full cost.

f. INDIVIDUAL Benefit (100% + Cost Recovery)

The fifth level of the pyramid represents activities that have a profit center potential and may fall outside of the core mission. In this level, programs and services should be priced to recover full cost plus.

c) PRICING ADJUSTMENTS The following adjustments may be considered when determining fees and charges for services.

1. SPECIAL GROUPS:

a. Non-Profit Organizations: These organizations often utilize Department facilities to conduct activities, including fundraising, which supports the non-profit organization's mission. As a way for the Department to support these efforts, reduced fees may be established for organizations possessing Internal Revenue Service 501(C) (3) tax-exempt status.

b. Senior Citizens: Due to the fixed income of many residents sixty-two (62) years and over, the Department may establish senior adult fees.

Youth: Reduced fees may be established for youth sixteen (16) years of age or younger.

2. PRIME TIME RATES

Fees and charges may be increased during prime times of the day, week, month, or year. Prime time pricing is used to control or limit use during periods of high demand or potential over use, and encourage use during periods of low demand or under use.

3. DETERMINING FEES AND CHARGES

Fees and charges will be determined through the following process:

- a. Determine the direct costs of providing the service/program (includes materials, hourly staff time, transportation, equipment, any special fees such as admission tickets, etc.)
- b. Determine the appropriate Service Level classification and calculate the fees or charges using the appropriate cost recovery guideline.
 - If warranted, adjust the fee, or charge as outlined. No fee increase shall be more than 10% in one year.
 - Identify the market rate or current fee being charged for similar services. This evaluation is conducted to ensure the recommended fees do not significantly vary from the rates being charged by other entities for similar services.
 - Consider inflationary factors for services.
 - Consider any budgetary mandates that may affect the fee/charge setting process.

d) CARTHAGE PARKS & RECREATION COST RECOVERY PROGRAM LIST

1. Community Benefit (0 -25%)

- Community Wide Public Special Events
- Parks and Trails
- Free Play

2. Community /Individual Benefit (26 -50% Cost Recovery)

- Shelter Reservations

3. Individual /Community Benefit (51 -75% Cost Recovery)

- Recreation Youth Athletic Leagues
- Youth Instructional Classes
- Educational Classes or Trips
- Youth Camps /Clinics
- Therapeutic Recreation Trips
- Fitness Classes
- Center Reservations

4. Mostly Individual Benefit (76 -100% Cost Recovery)

- Special Interest Classes or Programs
- Recreational Trips
- Adult Athletic Leagues /Tournaments
- Center Reservations

5. Highly Individual Benefit (100%+ Cost Recovery)

- Competitive Tournaments
- Competitive Team / League Activities

COUNCIL BILL NO. 23-60

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to execute amendments to the Police and Fire Pension Plan to change the trust service provider

BE IT ORDAINED BY THE PEOPLE 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 amendment to the Police and Fire Pension Plan, to change the trust provider from BMO to The Midwest Family of Companies (MITC), a copy of the amendment is attached and incorporated in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Police and Fire Pension

ACKNOWLEDGMENT AND CONSENT TO ASSIGNMENT

BMO Institutional Trust Services
Trust and Custody Services / Taft-Hartley Services
790 N. Water St., Floor 11
Milwaukee, Wisconsin 53202

Re: Administrative Services Agreement between City of Carthage Police and Fire Pension Committee and Marshall & Ilsley Trust Company N.A. dated February 2, 2004

The undersigned consents to the assignment of the agreement(s) listed above to Midwest Institutional Trust Company (MITC), effective on or about December 29, 2023. Upon the effectiveness of this consent and assignment of the agreement(s) to MITC, MITC will assume all rights, obligations, and duties of BMO Harris Bank N.A. (BMO) under the agreement(s). This assignment does not change the fee schedules or the underlying cash sweep vehicle for the accounts covered by the agreement(s).

The undersigned agrees that BMO may share with MITC copies of non-public information, such as account agreements to assist MITC in providing continuity of service for the account.

Banking Language: The undersigned further authorizes MITC to receive information and initiate transactions, including payment transactions, with respect to any deposit accounts maintained with BMO and confirms that BMO is authorized and entitled to disclose such information to and accept such instructions from MITC.

City of Carthage Police and Fire Pension Committee

Signature:

Signature:

Date:

Date:

Print Name:

Print Name :

Title (if any):

Title (if any):

ACKNOWLEDGMENT AND APPOINTMENT OF SUCCESSOR TRUSTEE

BMO Institutional Trust Services
Trust and Custody Services / Taft-Hartley Services
790 N. Water St., Floor 11
Milwaukee, Wisconsin 53202

Re: City of Carthage, Missouri Policemen's and Firemen's Pension Plan

The undersigned (i) acknowledges that BMO Harris Bank N.A. (BMO) is resigning as the Trustee of the above-referenced Plan on or about December 29, 2023; (ii) appoints Midwest Institutional Trust Company (MITC) as the successor Trustee on the same date; and (iii) acknowledges that MITC will assume all rights, obligations, and duties of BMO under the agreement. All other terms of the above-referenced trust agreement remain unchanged.

The undersigned agrees that BMO may share with MITC copies of non-public information, such as account agreements to assist MITC in providing continuity of service for the account.

Banking Language: The undersigned further authorizes MITC to receive information and initiate transactions, including payment transactions, with respect to any deposit accounts maintained with BMO and confirms that BMO is authorized and entitled to disclose such information to and accept such instructions from MITC.

The person signing below is duly authorized to act on behalf of the Trust identified above.

City of Carthage, Missouri

Signature:

Signature:

Date:

Date:

Print Name:

Print Name :

Title (if any):

Title (if any):

The undersigned hereby acknowledges and accepts appointment as Trustee under the above-referenced plan, effective on or about December 29, 2023.

Midwest Institutional Trust Company

By: _____

Date:

Print Name:

Title (if any):



November 1, 2022

MTC Holding Corporation
5901 College Blvd, Suite 100
Overland Park, KS 66211

RE: Coverage Confirmation

To Whom It May Concern:

This letter is to confirm that MTC Holding Corporation including Midwest Trust Company and wholly owned subsidiaries has been issued insurance policies as listed below. These policies have been in full force since the inception date with no lapse in coverage.

Coverage	Insurance Company	Policy #	AM Best Rating	Policy Dates
Directors & Officers Liability	XL Specialty Insurance	ELU186447-22	A+ XV	11/1/2022-11/1/2023
Employment Practices Liability	XL Specialty Insurance	ELU186447-22	A+ XV	11/1/2022-11/1/2023
Fiduciary Liability	XL Specialty Insurance	ELU186447-22	A+ XV	11/1/2022-11/1/2023
Professional Liability	XL Specialty Insurance	ELU186447-22	A+XV	11/1/2022-11/1/2023
Excess Professional	Old Republic Ins. Co.	ORPRO13101181	A+ XV	11/1/2022-11/1/2023
Excess Professional	QBE Insurance Corp	100010294	A XV	11/1/2022-11/1/2023
Excess Professional	AXIS Insurance Company	P001000194945-03	A+ XV	11/1/2022-11/1/2023
Commercial Property	American Casualty (CNA)	5099072200	A XV	11/1/2022-11/1/2023
Commercial General Liability	American Casualty (CNA)	5099072200	A XV	11/1/2022-11/1/2023
Commercial Auto	Continental Ins. Co. (CNA)	5099072228	A XV	11/1/2022-11/1/2023
Workers' Compensation	Continental Casualty (CNA)	5099072214	A XV	11/1/2022-11/1/2023

Commercial Umbrella	Continental Ins. Co. (CNA)	5099072195	A XV	11/1/2022-11/1/2023
Cyber Liability	Indian Harbor Insurance Company	MTP9042032-02	A+ XV	11/1/2022-11/1/2023
Excess Cyber	Illinois Union Ins. Co.	G72549466002	A++ XV	11/1/2022-11/1/2023
Financial Institution Bond	Federal Ins. Co. (Chubb)	81952316	A++ XV	11/1/2022-11/1/2023
Excess FI Bond	Great American Ins. Co.	XCSE783451	A+ XV	11/1/2022-11/1/2023

This is a summary of insurance policies currently in force for the above captioned insured as of the date of this letter. Each policy is subject to terms, conditions and exclusions provided in the actual insurance contract.

Sincerely,



Susan J. Courtney
Manager
Financial Services Department
Phone: (913) 236-3017
E-Mail: sue.courtney@assuredpartners.com



November 1, 2022

MTC Holding Corporation
5901 College Blvd, Suite 100
Overland Park, KS 66211

RE: Coverage Confirmation

To Whom It May Concern:

This letter is to confirm that MTC Holding Corporation including Midwest Trust Company and wholly owned subsidiaries has been issued insurance policies as listed below. These policies have been in full force since the inception date with no lapse in coverage.

Coverage	Insurance Company	Aggregate Limits	Policy #	Policy Dates
Directors & Officers Liability	XL Specialty Insurance	\$10,000,000	ELU186447-22	11/1/2022-11/1/2023
Employment Practices Liability	XL Specialty Insurance	\$5,000,000	ELU186447-22	11/1/2022-11/1/2023
Fiduciary Liability	XL Specialty Insurance	\$5,000,000	ELU186447-22	11/1/2022-11/1/2023
Professional Liability	XL Specialty Insurance	\$10,000,000	ELU186447-22	11/1/2022-11/1/2023
Excess Professional	Old Republic Ins. Co.	\$5M x \$10M	ORPRO13101181	11/1/2022-11/1/2023
Excess Professional	QBE Insurance Corp	\$5M x \$15M	100010294	11/1/2022-11/1/2023
Excess Professional	AXIS Insurance Company	\$5M x \$20M	P001000194945-03	11/1/2022-11/1/2023
Commercial Property	American Casualty (CNA)	Blanket: \$10,649,000	5099072200	11/1/2022-11/1/2023
Commercial General Liability	American Casualty (CNA)	\$1,000,000 Per Occurrence \$2,000,000 General Aggregate	5099072200	11/1/2022-11/1/2023
Commercial Auto	Continental Ins. Co. (CNA)	\$1,000,000 Combined Single Limit	5099072228	11/1/2022-11/1/2023
Workers' Compensation	Continental Casualty (CNA)	Employers' Liability \$500,000/\$500,000/\$500,000	5099072214	11/1/2022-11/1/2023

Commercial Umbrella	Continental Ins. Co. (CNA)	\$10,000,000	5099072195	11/1/2022-11/1/2023
Cyber Liability	Indian Harbor Insurance Company	\$5,000,000	MTP9042032-02	11/1/2022-11/1/2023
Excess Cyber	Illinois Union Ins. Co.	\$5M x \$5M	G72549466002	11/1/2022-11/1/2023
Financial Institution Bond	Federal Ins. Co. (Chubb)	\$10,000,000	81952316	11/1/2022-11/1/2023
Excess FI Bond	Great American Ins. Co.	\$5M x \$10M	XCSE783451	11/1/2022-11/1/2023

This is a summary of insurance policies currently in force for the above captioned insured as of the date of this letter. Each policy is subject to terms, conditions and exclusions provided in the actual insurance contract.

Sincerely,



Susan J. Courtney
Manager
Financial Services Department
Phone: (913) 236-3017
E-Mail: sue.courtney@assuredpartners.com



The Midwest Family of Companies (MITC) is excited to announce that we have established a definitive arrangement with BMO Harris Bank N.A. (BMO) to serve as the successor provider to BMO Institutional Trust Services (ITS) clients, effective December 2023. The MITC team welcomes the opportunity to serve BMO ITS clients and continue the partnership established with BMO ITS service team members.

The Midwest Family of Companies is currently made up of five affiliated service companies, Midwest Trust (midwesttrust.com), Benefit Trust Company (benefittrust.com), FCI Advisors (fciadvisors.com), Trust Sourcing Solutions (trustops.com) and Mainstar Trust Company (mainstartrust.com). The Midwest Family of Companies are privately held, independent trust, investment management and service companies, with decades of experience in their respective industries. The Companies provide full-service trustee, custodial, asset management and mutual fund trading platforms to serve individuals, corporations, asset managers, insurance companies, foundations, endowments, collective trust funds, record-keepers, benefit plans, employers and plan participants nationwide. Since inception, the Midwest Family of Companies have grown both organically and through acquisition, and to date have more than \$415 billion in assets under trust, custody, management and administration. The arrangement with BMO Harris Bank N.A. will provide the opportunity to service an additional \$70+ billion of trust and custody assets, which will bring the combined entities' total assets to just under \$500 billion.

MITC and BMO are committed to working together to provide as little disruption to clients as possible. The completion of a simple client consent will appoint MITC as the successor provider to BMO. The assignment of MITC as the successor provider to BMO does not require a change of systems, an asset transfer, or a benefit payment processing conversion. The arrangement does not affect the terms of the current service agreement(s), including the fee schedule(s). Kristy Perez will continue to lead the team and expects her key leadership team members will continue in their current roles. We anticipate most clients will continue to work with their existing service and relationship teams after assignment to MITC. The BMO ITS service team will continue to be your point of contact now and through the assignment effective date.

If you have any questions, please contact your BMO ITS Relationship Manager. Representatives from the BMO ITS client service team and MITC will be pleased to meet with you and your team in person or by phone to answer any additional questions. We appreciate the opportunity to serve you and your team and look forward to many years of partnership.

Regards,

A handwritten signature in blue ink, appearing to read "B. Bergman", with a long horizontal flourish extending to the right.

Bradley A. Bergman
Chief Executive Officer, Chairman of the Board

Key Information and Data Summary

Midwest Family of Companies						
	*Institutional Trust Services	FCI Advisors	Midwest Trust	Benefit Trust Company	Trust Sourcing Solutions	Mainstar Trust Company
Organization, Administration and General Information						
Website		fciadvisors.com	midwesttrust.com	benefittrust.com	trustops.com	mainstartrust.com
Home Office Location	Chicago	Overland Park, Kansas	Overland Park, Kansas	Overland Park, Kansas	Overland Park, KS	Overland Park, Kansas
Other Office Location(s)	Milwaukee, Las Vegas	Kansas City, MO; Clayton, MO; Denver, CO; Shelton, CT; Westerville, OH; Vancouver, WA	Kansas City, MO; Clayton, MO; Boulder, CO; Colorado Springs, CO; Denver, CO; Shelton, CT; Omaha, NE; Westerville, OH; Nashville, TN; Vancouver, WA; Bellevue, WA; Wichita, KS			Onaga, Kansas
Firm Established/Founded	1889	1966	1993	2002	1996	1977
Year Custodial Services Initiated	1924	N/A	1993	2002	N/A	1977
Assets Under Administration (AUA) in Billions	\$75 Billion	N/A	\$10.0 Billion as of 2/28/2023	\$350.0 Billion	20	10
Assets Under Management (AUM) in Billions	\$1.1 Billion**	\$13.5 Billion as of 3/31/2023	N/A	N/A	N/A	N/A
Number of employees	62	67	81	55	36	47
Investigations/Litigations/Legal						
Any Litigation in last 3 years	No	No	No	No	No	No
Any major Institutional Trust Services business changes in the last 3 years	Sale of Securities Lending Services to MUTB	N/A	Yes, Midwest Trust switched to Fidelity as Sub-Custodian in August of 2021	N/A	none	No
Insurance, Audit and Risk						
Fiduciary Insurance Provider and Coverage	Self Insured	See attached insurance letter (Exhibit A)	See attached insurance letter (Exhibit A)	See attached insurance letter (Exhibit A)	See attached insurance letter (Exhibit A)	See attached insurance letter (Exhibit A)
Formal Anti-money laundering, sanctions and anti-corruption program	Yes	See attached insurance letter (Exhibit A)	See attached insurance letter (Exhibit A)	See attached insurance letter (Exhibit A)	See attached insurance letter (Exhibit A)	See attached insurance letter (Exhibit A)
Cybersecurity Insurance Coverage (Network Security/Privacy)	Yes	See attached insurance letter (Exhibit A)	See attached insurance letter (Exhibit A)	See attached insurance letter (Exhibit A)	See attached insurance letter (Exhibit A)	See attached insurance letter (Exhibit A)
Cybersecurity breaches in last 3 years	No	See attached insurance letter (Exhibit A)	See attached insurance letter (Exhibit A)	See attached insurance letter (Exhibit A)	See attached insurance letter (Exhibit A)	See attached insurance letter (Exhibit A)
Professional Liability Coverage (Errors & Omissions)	Yes	See attached insurance letter (Exhibit A)	See attached insurance letter (Exhibit A)	See attached insurance letter (Exhibit A)	See attached insurance letter (Exhibit A)	See attached insurance letter (Exhibit A)
Property and Auto Liability Coverage	Yes	See attached insurance letter (Exhibit A)	See attached insurance letter (Exhibit A)	See attached insurance letter (Exhibit A)	See attached insurance letter (Exhibit A)	See attached insurance letter (Exhibit A)
Client Statistics		*Some of FCI's AUM assets are also included in the AUA totals of Midwest Trust and Benefit Trust				
Average Account Size (MV)	\$143,710,410	\$1,031,354	\$834,774	\$627,001	TSS supports Banks and Trust Companies	\$12,896
Median Account Size (MV)	\$29,521,391	\$318,254	\$235,915		Only	
Largest Account Size (MV)	\$3,042,127,582	\$223,051,632	\$169,724,031	\$821,314,793		
Corporate Clients #/MV	151 / \$29,906,309,459	332 / \$1892,360,284*	438 / \$712,390,856			
Taft-Hartley Clients #/MV	134 / \$24,338,003,715	9 / \$230,076,649*	2 / \$11,050,759	\$0		
Endowment/Foundation Clients #/MV	107 / \$14,098,581,431	315 / \$1,244,088,833*	129 / \$736,364,651	238 / \$1,312,202,389		
Public Clients #/MV	12 / \$1,593,435,182	6 / \$241,605,421*	0/\$0			
Other Clients #/MV	71 / \$3,406,923,617	6,483 / \$10,738,307,849*	5,190 / \$8,760,337,536			\$80,039
# Clients Gained/Lost in last 3 years	Gained-56 / Lost-56	2866 / 1519	1592 / 1005	30,382 / 537		
Technology		*All FCI client asset breakouts include unsupervised assets not shown in AUM	*AUA in Gneral Information Section is as of 2/28/23 and data in Client Statistic Section is representative of 3/31/23			
Investment in the business over last 5 years	Approximately \$10 million / Year	Upgrade to Advent Outsource Services, Moved Advent Suite to a Hosted Off Premises Deployment, Genesis Order Management, Performance Data Manager, InvestCloud CRM, and Upgraded Fix	Wealth Access Client Portal and are currently in UAT testing for our new CRM	Converted unitized accounts to FIS InvestOne and implemented an internally developed trading system	Deployed enhancements provide by FIS to AddVantage System and custom solutions to meet clients needs	
Last 3 system / service capability improvements/changes	Client Initiated Trading, Client Imitated Cash Movement, Secured Transaction Communication	Daily Performance Calculation Upgrade of APX/Moxy Conversion to AOS	Wealth Access Client Portal and are currently in UAT testing for our new CRM	Benefit Trust has been on FIS Addvantage for the last 11 Years	Reporting capabilities for client, SQL for Excel for clients, various tax enhancements.	Phone system overhaul- allowing remote work. Website -overall flow changes
Information and Cybersecurity						
DOL Cybercare Commitment	Yes	N/A	N/A	Yes	N/A	N/A
Privacy Breaches in last 3 years	No	No	No	No	No	No
Fraud related losses in the last 3 years	Yes	No	Yes	No	No	No
Formal Privacy and Security Policy	Yes	Yes	Yes	Yes	Yes	Yes
Vendor Management/Due Diligence Program	Yes	Yes	Yes	Yes	Yes	Yes

Key Information and Data Summary

		Midwest Family of Companies				
	*Institutional Trust Services	FCI Advisors	Midwest Trust	Benefit Trust Company	Trust Sourcing Solutions	Mainstar Trust Company
Custody Services						
Account/Plan Asset Maximum	\$5mm-\$7b	N/A	None	None	N/A	N/A
Account/Plan Asset Minimum	\$5mm	N/A	\$500,000	N/A	N/A	N/A
Any Trust Accounts you will not Service?	ESOP, Escrow, and funeral or cemetery trusts	N/A	Yes, all accounts are reviewed for suitability. We are willing to serve as a fiduciary for most account types	Personal Trust Accounts	N/A	Primarily just IRA type registrations
Response time to client requests	No more than 24hrs	N/A	Usually with the same day, if not the following business day.	Usually with the same day, if not the following business day.	N/A	Same day
Identify Manual Processes	Settlement reversals, Derivative Processing	N/A	N/A		N/A	N/A
Support client audit activity as needed	Yes	N/A	Yes	Yes	N/A	N/A
Client Service Team						
Education/Licensing	4yrs Degree / CEBS, Series 6, 63, CFA	17 CFAs; 5 CFPs; 18 MBAs	27 JDs; 6 CFPs; 14 CTFAs; 14 MBAs	4 year Degree/JD/MBA's	N/A	14 CISP licenses
Dedicated Client Relationship Personnel	Yes	27 Portfolio Managers and 5 Client Service Associates	59 Trust Officers and 24 Trust Assistants	45	N/A	Yes
Average Tenure of Client Relationship Personnel	20 years	Avg of 13 Years at FCI Advisors; Average over 20 Years in the investment business	Avg 6 Years at Midwest Trust; Average over 15 Years in the trust business	14 Years	13 Years	10 Years
Personnel Gained/Lost in last 3 years	Gained-15 / Lost-12 / Retired-6	19 Gained/17 Lost	38 Gained/26 Lost	14 Gained/11 Lost	4	20 Gained/18 Lost
# of Accounts per Relationship Manager	15-35 depending on complexity	Varies	Varies	Varies	N/A	Varies
Total # of Custody Staff	62	N/A	Custody accounts are spread across all Trust Administrators	All	N/A	47
Audit Controls						
Regulator(s)	OCC / FDIC / DOL	SEC	Kansas State Examiners	Kansas State Examiners	N/A	OSBC- state of Kansas
SOC1	Yes	N/A	N/A	CBIZ	Yes	No
Exceptions in 2022	None	N/A	N/A	None	None	N/A
External Auditor	KPMG	ACA for performance certification on select composites; Ashland for custody surprise exam	Kansas State Examiners	CBIZ	None	
Disaster Recovery						
Offsite Backup System/Business Continuity in place	Yes	Yes	Yes	Yes	Yes	Yes
Last Date Tested (Full)	02/2022	02/2022	10/2022	10/2022	10/2022	10/2022
Directed Trustee Services						
Do you provide Trustee Services	Yes	No	Yes	Yes	No	Yes
Do you allow clients to select alternative trustee provider	Yes; won't service as co-trustee	Yes	Yes	Yes	N/A	No
Taft-Hartley Services						
Custody / Safekeeping	Yes	No	Yes	N/A	N/A	N/A
Employer Contributions	Will coordinate with BMO or Bank of choice	N/A	N/A	N/A	N/A	N/A
Investment Management	Yes	Yes	No	N/A	N/A	N/A
*General information and status for review purposes; unaudited						
**Does not include fiduciary oversight responsibilities associated with CITs						
Midwest Family of Companies is organized to serve a variety of clients. Please reference each website for specific information.						

**AMENDED AND RESTATED
CITY OF CARTHAGE, MISSOURI
POLICE AND FIRE PENSION PLAN**

TABLE OF CONTENTS

ARTICLE I	1
DEFINITIONS.....	1
ARTICLE II	11
ADMINISTRATION	11
2.1 POWERS OF RESPONSIBILITIES OF THE EMPLOYER AND THE ADMINISTRATOR	11
2.2 ASSIGNMENT, DELEGATION AND DESIGNATION OF ADMINISITRATIVE AUTHORITY	12
ARTICLE III	12
ELIGIBILITY	12
3.1 CONDITIONS OF ELIGIBILITY, PARTICIPATION AND EFFECTIVE DATE OF PARTICIPATION	12
3.2 DETERMINATION OF ELIGIBILITY	13
3.3 EFFECTIVITY	13
ARTICLE IV.....	13
CONTRIBUTION AND VALUATION	13
4.1 PAYMENT OF CONTRIBUTIONS.....	13
ARTICLE V.....	14
MONTHLY RETIREMENT BENEFITS	14
5.1 MONTHLY RETIREMENT INCOME	14
5.2 THE BASIC FORM OF MONTHLY RETIREMENT INCOME AND ELECTION OF ALTERNATIVE FORMS.....	14
5.3 WHEN A PARTICIPANT LIVES TO PARTICIPANT’S NORMAL RETIREMENT DATE.	15
5.4 LATE RETIREMENT	16
5.5 EARLY RETIREMENT BENEFITS	16
5.6 PAYMENT OF BENEFITS.....	16
5.7 BENEFIT FORMS	17
5.8 CODE SECTION 415 LIMITATIONS	17
5.9 MAXIMUM ANNUAL BENEFIT	17
5.10 ADJUSTMENTS OF ANNUAL BENEFIT AND LIMITATIONS	19
5.11 DIRECT ROLLOVER.....	22
5.12 PAYMENT OF QUALIFIED HEALTH INSURANCE PREMIUMS.....	24
ARTICLE VI.....	25

OTHER BENEFITS	25
6.1 TERMINATION OF EMPLOYMENT BEFORE RETIREMENT	25
6.2 DEATH BENEFITS	27
6.3 QUALIFIED DOMESTIC RELATIONS ORDER DISTRIBUTION	29
6.5 MINIMUM REQUIRED DISTRIBUTIONS	30
ARTICLE VII.....	42
THE PENSION COMMITTEE.....	42
7.1 PENSION COMMITTEE	42
7.2 TERM.....	43
7.3 ADMINISTRATION	43
7.4 MAJORITY	44
7.5 POWERS, DUTIES AND RESPONSIBILITIES	44
7.6 DUTIES OF THE SECRETARY.....	45
7.7 APPOINTMENT OF ADVISORS	45
7.8 INFORMATION FROM EMPLOYER.....	45
7.9 PAYMENT OF EXPENSES.....	45
7.10 CLAIMS PROCEDURE	46
7.11 CLAIMS REVIEW PROCEDURE AND LITIGATION OF CLAIMS	46
ARTICLE VIII.....	47
TRUSTEE.....	47
8.1 BASIC RESPONSIBILITIES OF THE TRUSTEE.....	47
8.2 INVESTMENT POWERS AND DUTIES OF THE TRUSTEE	48
8.3 OTHER POWERS OF THE TRUSTEE	49
8.4 DUTIES OF THE TRUSTEE REGARDING PAYMENTS	51
8.5 TRUSTEE’S COMPENSATION AND EXPENSES AND TAXES	51
8.6 ANNUAL REPORT OF THE TRUSTEE.....	52
8.7 AUDIT	52
8.8 RESIGNATION, REMOVAL AND SUCCESSION OF TRUSTEE	53
ARTICLE IX.....	54
AMENDMENT, TERMINATION, AND MERGERS	54
9.1 AMENDMENT	54
ARTICLE X.....	55

PLAN TERMINATION	55
10.1 TERMINATION	55
ARTICLE XI	56
MISCELLANEOUS	56
11.1 PARTICIPANT’S RIGHTS	56
11.2 ALIENATION	56
11.3 CONSTRUCTION OF AGREEMENT	57
11.4 GENDER AND NUMBER	58
11.5 LEGAL ACTION	58
11.6 PROHIBITION AGAINST DIVERSION OF FUNDS	58
11.7 EMPLOYER’S AND TRUSTEE’S PROTECTIVE CLAUSE	58
11.8 INSURER’S PROTECTIVE CLAUSE	59
11.9 RECEIPT AND RELEASE FOR PAYMENTS	59
11.10 ACTION BY THE EMPLOYER	59
11.11 NAMED FIDUCIARIES AND ALLOCATION OF RESPONSIBILITY	59
11.12 HEADINGS	60
11.13 UNIFORMITY	60

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

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

WITNESSETH

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

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

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

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

**ARTICLE I
DEFINITIONS**

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

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

1.2 Not Used.

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

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

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

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

determining the interest rate after the amendment, whichever results in the larger distribution. If the Plan amendment is adopted retroactively (that is, the amendment is effective prior to the adoption date), the Plan must use the interest rate determination date resulting in the larger distribution for the period beginning with the effective date and ending one year after the adoption date.

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

- 1.4 "Age" shall mean age at last birthday.
- 1.5 "Agreement" or "Plan" shall mean this instrument renamed City of Carthage, Missouri, Police and Fire Pension Plan, including all amendments thereto.
- 1.6 "Anniversary Date" means July 1.
- 1.7 "Average Monthly Compensation" means the monthly Compensation of a Participant averaged over the five (5) consecutive Plan Years of Service which produce the highest monthly average. If a Participant has less than 60 months of service from Participant's date of participation to Participant's date of termination, Participant's Average Monthly Compensation will be based on Participant's monthly Compensation during Participant's months of service from Participant's date of participation to Participant's date of termination. Compensation subsequent to termination of status as an Eligible Employee shall not be recognized except as provided in Section 1.12(a).
- 1.8 "Beneficiary" means the person designated as provided in Section 5.5 to receive the benefits which are payable under the Plan upon or after the death of a Participant.
- 1.9 "City Council" means the City Council of the Employer. The term "Mayor" shall mean the Mayor of the Employer.
- 1.10 "Code" means the Internal Revenue Code of 1986, as amended, or replaced from time to time.
- 1.11 "Contribution Account" means the bookkeeping account established for each Participant, which shall consist of Participant's total Employee contributions under this Plan accumulated with interest at the rate of five percent (5%) per annum from the end of the Plan Year such contributions were made to The Anniversary

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

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

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

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

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

- (i) The payment is regular compensation for services during the Participant's regular working hours, or compensation for services

outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and

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

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

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

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

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

(b) Effective for the Plan Year commencing July 1, 2002, compensation in excess of \$200,000 (or such other amount provided in the Code) shall be disregarded. Such amount shall be adjusted for increases in the cost of living in accordance with Code Section 401(a)(17)(B), except that the dollar increase in effect on January 1 of any calendar year shall be effective for the Years beginning with or within such calendar year. If Compensation for any prior determination period is taken into account in determining a Participant's benefits for the current Plan Year, the compensation for such prior determination period is

subject to the applicable annual compensation limit in effect for that prior period. For this purpose, in determining benefits in Plan Years beginning on or after January 1, 1989, the annual compensation limit in effect for determination periods beginning before that date is \$200,000 (or such other amount as adjusted for increases in the cost of living in accordance with Code Section 415(d) for determination periods beginning on or after January 1, 1989, and in accordance with Code Section 401(a)(17)(B) for determination periods beginning on or after January 1, 1994). For any short Plan Year the Compensation limit shall be an amount equal to the Compensation limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12).

- 1.13 “Contract” or “Policy” shall mean a life insurance policy or annuity contract (group or individual) issued by the insurer as elected.
- 1.14 “Effective Date” this Plan was initially effective July 1, 1973, and was completely restated effective July 1, 1997, again thereafter October 28, 2003, and again thereafter as of September 1, 2015. This document shall be effective as of July 1, 2022, except as otherwise provided herein. The terms and conditions of this document will apply to all benefits accrued and payable hereunder on and after that date, except as otherwise provided. The terms and conditions of the Plan as in effect prior to this restatement shall apply to all benefits whose payment commenced prior to the current Effective Date, except as otherwise provided herein. Benefits accrued prior to the Effective Date of this Plan and not yet paid were accrued according to the Plan’s terms as they previously existed and will continue to be governed by the terms of this Plan.

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

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

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

- 1.15 “Early Retirement Date” means the first day of the month (prior to the Normal Retirement Date) coinciding with or next following the date on which a Participant or Former Participant attains such individual’s 50th birthday and has completed at least 15 Years of Credited Service with the Employer (Early Retirement Age).
- 1.16 “Eligible Employee” shall mean each Employee of the Employer who is an active firefighter or police officer, excluding (a) any such Employee whose customary employment is for not more than one thousand (1,000) hours in any calendar year and (b) any employee of the Employer who is not an active firefighter or police officer.
- 1.17 “Employee” means any person who is employed by the Employer and is on the Employer’s payroll. It is expressly intended that individuals not considered by the Employer to be common law employees on its payroll such as independent contractors, consultants, leased employees, personnel obtained from staffing agencies, are neither Employees or Eligible Employees, and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors, or consultants.
- 1.18 “Employer” means the City of Carthage, a municipal corporation, with principal offices in the State of Missouri, and shall include any incorporated and unincorporated municipal boards of the City which may wish to participate in the Plan for the benefits of their employees. Any such board shall separately execute this Plan for coverage to be effective.
- 1.19 “Fiduciary” means any person who (a) exercises any discretionary authority or discretionary control respecting management of the Plan or exercises any authority or control respecting management or disposition of its assets, (b) renders investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of the Plan or has any authority or responsibility to do so, or (c) has any discretionary authority or discretionary responsibility in the administration of the Plan, including, but not limited to, the Trustee, the Employer and its representative body, and the Committee.

- 1.20 “Former Participant” means a person who has been a Participant, but who has ceased to be a Participant for any reason, such as ceasing to be an Eligible Employee.
- 1.21 “Investment Manager” means any person, firm or corporation who is a registered investment adviser under the Investment Advisers Act of 1940, a bank or an insurance company, and (a) who has the power to manage, acquire, or dispose of Plan assets or to advise the Pension Committee on the investment thereof in exchange for a fee, and (b) who acknowledges in writing the person’s or entity’s fiduciary responsibility to the Plan.
- 1.22 “Late Retirement Date” means the first day of the month coinciding with or next following a Participant’s actual Retirement Date after having reached Participant’s Normal Retirement Date.
- 1.23 “Normal Retirement Date” means the first day of the month coincident with or immediately following the Participant’s fifty-eighth (58th) birthday.
- 1.24 “Participant” shall mean any Eligible Employee who becomes a Participant as provided in Article III, and has not for any reason become ineligible to participate further in the Plan including any person who has an Accrued Benefit under the Plan.
- 1.25 “Pension Committee or Committee” means the Pension Committee as provided in Article VII hereof.
- 1.26 “Plan Year” means the Plan’s accounting year of twelve (12) months commencing on July 1 of each year and ending the following June 30.
- 1.27 “Present Value of Accrued Benefit” means the value of a Participant’s Accrued Benefit at date of valuation determined pursuant to Section 1.3.
- 1.28 “Qualified Health Insurance Premiums” means premiums for a Participant who satisfies the conditions for eligibility under Section 5.12 for coverage for the Participant, Participant’s spouse, or dependents (as defined in Code Section 152) by an accident or health plan or qualified long-term care insurance contract (as defined in Code Section 7702B(b)).
- 1.29 “Regulation” means the Income Tax Regulations as promulgated by Secretary of the Treasury or the Secretary’s delegate, and as amended from time to time.
- 1.30 “Retired Participant” means a person who has been a Participant, but who has become entitled to retirement benefits under the Plan.

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

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

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

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

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

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

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

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

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

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

- 1.33 "Spouse" means, effective September 16, 2013, a person to whom a Participant is legally married under the laws of the state where the marriage occurred and was performed (regardless of the laws of the state where the Participant or the Spouse are domiciled) on the date on which the Participant's marital status must be determined under the Plan. For avoidance of doubt, any references to "spousal" or "married" in this Plan shall be determined in accordance with this Section.
- 1.34 "Survivor Annuity" means an annuity form of payment for the life of the surviving spouse of a Participant.
- 1.35 "Terminated Participant" means a person who has been a Participant, but whose employment, or employment as an Eligible Employee, has been terminated other than by death, total and permanent disability, or retirement.
- 1.36 "Trustee" means the person or entity named as Trustee herein or in any separate trust forming a part of this Plan, and any successors.

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

- 1.37 "Trust Fund" means the assets of the Plan and Trust as the same shall exist from time to time.
- 1.38 "Vested" means the portion of a Participant's Accrued Benefit that is nonforfeitable. Credited Service shall be used only to determine eligibility of Employees for participation or benefits contained in this Plan.

ARTICLE II ADMINISTRATION

2.1 POWERS OF RESPONSIBILITIES OF THE EMPLOYER AND THE ADMINISTRATOR

- (a) The Administrator of the Plan shall be the Pension Committee as described herein. The Committee will have full power to administer the Plan and invest the Trust Fund subject to applicable requirements of law consistent with the provisions of Article VII hereof and any contrary directions from the Employer.
- (b) The Employer shall be empowered to appoint and remove the Committee, or any member thereof, from time to time as it deems necessary for the proper administration of the Plan and to assure that the Plan is being operated for the exclusive benefit of the Participants and their Beneficiaries in accordance with the terms of this Agreement, the Code, and the Act.
- (c) The Employer shall establish a “funding policy and method”; i.e., it shall determine whether the Plan has a short run need for liquidity (e.g., to pay benefits) or whether liquidity is a long run goal and investment growth (and stability of same) is a more current need, or shall appoint a qualified person to do so. The Employer or its delegate shall communicate such needs and goals to the Committee, who shall coordinate such Plan needs with its investment policy. The communication of such a “funding policy and method” shall not, however, constitute a directive to the Committee or any such Investment Manager or Trustee as to the specific investment of the Trust Funds. Such “funding policy and method” shall be consistent with the objectives of this Plan and any applicable requirements of Missouri law and such funding policy shall advise the Committee and Investment Manager of the Plan’s financial objectives to inform their investment strategies and investment policy.
- (d) The Committee may in its discretion appoint an Investment Manager to manage all or a designated portion of the assets of the Plan, or terminate such appointment, or direct the investments of the Plan. In such event, the Trustee shall follow the directives of the Investment Manager in investing the assets of the Plan and Trust managed by the Investment Manager or the directions of the Committee with respect to Plan and Trust assets managed by the Committee. Provided, however, that the Committee shall advise the Employer of all selections and removals of Investment Managers. And, the Employer may, at any time and in its discretion appoint, or terminate the appointment, of any Investment Manager or direct the Committee with respect to the investment of Plan and Trust.
- (e) The Trustee shall be a directed Trustee and shall not be responsible for exercising any discretion in the investment of Plan and Trust assets unless

specifically provided in such Trust agreements to which the Trustee is a party and agrees to such delegation of investment responsibilities. Otherwise, consistent with its Trust agreement, the Trustee shall accept and follow the investment directions of each Investment Manager and the Committee.

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

2.2 ASSIGNMENT, DELEGATION AND DESIGNATION OF ADMINISTRATIVE AUTHORITY

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

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

ARTICLE III ELIGIBILITY

3.1 CONDITIONS OF ELIGIBILITY, PARTICIPATION AND EFFECTIVE DATE OF PARTICIPATION

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

- (b) Each Employee shall be furnished a summary of the Plan when the Employee becomes an Eligible Employee and shall be provided with any forms that the Pension Committee determines to be necessary to participate in the Plan.
- (c) Upon an Eligible Employee becoming a Participant, the Participant shall be bound then by the terms of this Plan and the Trust Agreement, including all amendments to the Plan and the Trust Agreement made in the manner herein authorized as well as all interpretations and determinations made by the Pension Committee.

3.2 DETERMINATION OF ELIGIBILITY

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

3.3 EFFECTIVITY

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

ARTICLE IV CONTRIBUTION AND VALUATION

4.1 PAYMENT OF CONTRIBUTIONS

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

ARTICLE V
MONTHLY RETIREMENT BENEFITS

5.1 MONTHLY RETIREMENT INCOME

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

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

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

- (a) A monthly income payable under the basic form, which shall be a level monthly annuity for the life of the Participant.
- (b) A reduced monthly income payable for the Participant's lifetime with a guaranteed number of payments, as selected by the Participant, of either sixty (60), one hundred and twenty (120), or one hundred and eighty (180) with the remaining number of guaranteed payments to be payable to the Participant's designated Beneficiary upon the Participant's death prior to payment of all of the guaranteed number of payments.
- (c) A reduced monthly income payable for the lifetime of the Participant, and continuing thereafter, in a fractionally smaller amount if so selected by the Participant, to a survivor designated in writing by the Participant. Should the survivor named by the Participant die prior to the Participant's Early, Normal, or Late Retirement Date, the election shall be void and the Monthly

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

- (d) A monthly income payable for a guaranteed number of payments, as selected by the Participant, of either one hundred and twenty (120), one hundred and forty four (144), one hundred and eighty (180) or two hundred and forty (240) with the remaining number of guaranteed payments to be payable to the Participant's designated Beneficiary upon the Participant's death prior to payment of all of the guaranteed number of payments, but with no lifetime guaranteed payment to the Participant.
- (e) Entirely in the form of a "qualified" joint and survivor annuity which shall be a reduced monthly income payable for the lifetime of the Participant and continuing thereafter to the Participant's Spouse, in a fractionally smaller amount equal to either one-half (50%) or one hundred percent (100%) of the Participant's monthly payment, as selected by the Participant, for the lifetime of said Participant's Spouse.
- (f) Each Participant who is married and who is eligible to make an election under Section 5.2(e) shall be furnished, prior to making said election, a written explanation, in a manner calculated to be understood, of the terms and conditions of the "qualified" joint and survivor at annuity, as specifically applicable to said Participant and Participant's Spouse.
- (g) In the event that no election is effectively made, the manner of distribution shall be as provided in subsection (a). Notwithstanding the above, the event that (1) no election is effectively made, (2) the Participant is married on the date at which his Monthly Retirement Income is to commence and (3) said Participant had been married throughout the one-year period ending on the date at which his Monthly Retirement Income is to commence, the manner of distribution shall be as provided in Section 5.2(e).
- (h) For purposes of Section 5.2(e) the term "Spouse" shall mean the Participant's spouse on whichever of the following dates is applicable: (1) the date when Participant affirmatively made an election under this Section 5.2 or (2) the date when the residual clause of paragraph (g) became operative.

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

When a Participant lives to Participant's Normal Retirement Date, Participant shall be entitled to retire and to receive a Monthly Retirement Income in an amount

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

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

5.4 LATE RETIREMENT

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

5.5 EARLY RETIREMENT BENEFITS

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

5.6 PAYMENT OF BENEFITS

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

- (i) the Participant's Normal Retirement Date;
- (ii) the tenth (10th) Participation Date after the Employee became a Participant;
- (iii) and termination of employment of the Participant.

5.7 BENEFIT FORMS

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

5.8 CODE SECTION 415 LIMITATIONS

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

5.9 MAXIMUM ANNUAL BENEFIT

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

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

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

- (b) For purposes of applying the limitations of Code Section 415, the "limitation year" shall be the Plan Year. All qualified plans maintained by the Employer must use the same "limitation year." If the "limitation year" is amended to a different twelve (12) consecutive month period, the new "limitation year" must begin on a date within the "limitation year" in which the amendment is made.
- (c) Notwithstanding anything in this Article to the contrary, if the Plan was in existence on May 6, 1986, and had complied at all times with the requirements of Code Section 415, the maximum "annual benefit" for any individual who is a Participant as of the first day of the "limitation year" beginning after December 31, 1986, shall not be less than the "current accrued benefit." "Current accrued benefit" shall mean a Participant's Accrued Benefit under the Plan; determined as if the Participant had separated from service as of the close of the last "limitation year" beginning before January 1, 1987, when expressed as an annual benefit within the meaning of Code Section 415(b)(2). In determining the amount of a Participant's "current accrued benefit," the following shall be disregarded: (1) any change in the terms and conditions of the Plan after May 5, 1986; and (2) any cost of living adjustment occurring after May 5, 1986. Furthermore, the application of the provisions of this Article shall not cause the maximum permissible benefit for any Participant to be less than the greater of (1) the "annual benefit" under the preceding paragraph or (2) the Participant's accrued benefit under all the defined benefit plans of the Employer or a predecessor employer as of the end of the last "limitation year" beginning before July 1, 2007 under provisions of the plans that were both adopted and in effect before April 5, 2007.
- (d) .
- (e) If the Participant has fewer than 10 years of participation in the Plan, the defined benefit dollar limitation specified in Section 5.9(a) above, shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of participation in the Plan and (ii) the denominator of which is 10. In the case of a Participant who has fewer than 10 years of service with the employer, the defined benefit compensation limitation shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of service with the employer and (ii) the denominator of which is 10.
- (f) For the purpose of this Article, all qualified defined benefit plans (whether terminated or not) ever maintained by the Employer shall be treated as one

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

- (g) For the purpose of this Article, if the Employer is a member of a controlled group of corporations, trades or businesses under common control (as defined by Code Section 1563(a) or Code Section 414(b) and (c) as modified by Code Section 415(h)) or is a member of an affiliated service group (as defined by Code Section 414(m)), all Employees of such Employers shall be considered to be employed by a single Employer.
- (h) For the purpose of this Article, if this Plan is a Code Section 413(c) plan, each Employer who maintains this Plan will be considered to be a single Employer.
- (i) Notwithstanding anything contained in this Article to the contrary, the limitations, adjustments and other requirements prescribed in this Article shall at all times comply with the provisions of Code Section 415 and the Regulations thereunder. Further, the provisions of this Article will be applied, and interpreted, in a manner to result in the greatest possible maximum benefit applicable to any Participant that would result by applying the most favorable (to the Participant) interpretation of Code Section 415 and the Regulations thereunder, as is permissible under law.

5.10 ADJUSTMENTS OF ANNUAL BENEFIT AND LIMITATIONS

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

which benefits commence before the month in which the Participant attains age 62.

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

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

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

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

Effective for limitation years commencing on or after July 1, 2002, if the benefit of a Participant begins after the Participant attains age 65, the defined benefit

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

- (c) For purposes of adjusting the “annual benefit” to a straight life annuity, the equivalent “annual benefit” shall be the greater of the equivalent “annual benefit” computed using the Plan interest rate and Plan mortality table (or other tabular factor) and the equivalent “annual benefit” computed using five percent (5%) interest rate assumption and the “Applicable Mortality Table.” If the “annual benefit” is paid in a form other than a non-decreasing life annuity payable for a period not less than the life of a Participant or, in the case of a Pre-Retirement Survivor Annuity, the life of the surviving spouse, the “Applicable Interest Rate” shall be substituted for five percent (5%) in the preceding sentence. The Applicable Mortality Table used for purposes of adjusting any benefit or limitation under Code Section 415(b)(2)(B), (C), or (D) as set forth in the Plan and the Applicable Mortality Table used for purposes of satisfying the requirements of Code Section 417(e)(3)(B).
- (d) For purposes of Sections 5.9 and 5.11(b), no adjustments under Code Section 415(d) shall be taken into account before the “limitation year” for which such adjustment first takes effect.
- (e) For purposes of Section 5.9, no actuarial adjustment to the benefit is required for (1) the value of a qualified joint and survivor annuity, (2) benefits that are not directly related to retirement benefits (such as a qualified disability benefit, pre-retirement death benefits, and post-retirement medical benefits), and (3) the value of post-retirement cost-of-living increases made in accordance with Code Section 415(d) and Regulation 1.415-3(c)(2)(iii). The “annual benefit” does not include any benefits attributable to Employee contributions or rollover contributions, or the assets transferred from a qualified plan that was not maintained by the Employer.
- (f) For Plan Years beginning prior to July 1, 2000, benefits under this Plan will be limited as necessary to comply with the requirements of Code Section 415(e).

- (g) Effective as of the first day of the first “limitation year” beginning on or after January 1, 2000 (the “effective date”), and notwithstanding any other provision of the Plan, the Accrued Benefit for any Participant shall be determined without applying the limitation of Code Section 415(e) as in effect on the day immediately prior to the “effective date.”
- (h) “415 Compensation” with respect to any Participant means such Participant’s wages as defined in Code Section 3401(a) and all other payments of compensation by the Employer (in the course of the Employer’s trade or business) for a Plan Year for which the Employer is required to furnish the Participant a written statement under Code Sections 6041(d), 6051(a)(3) and 6052. “415 Compensation” must be determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)).

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

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

5.11 DIRECT ROLLOVER

- (a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a “distributee’s” election under this Section, a “distributee” may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an “eligible rollover distribution” that is equal to at least \$500 paid directly to an “eligible retirement plan” specified by the “distributee” in a “direct rollover.”
- (b) For purposes of this Section the following definitions shall apply:
 - (1) An “eligible rollover distribution” is any distribution of all or any portion of the balance to the credit of the “distributee,” except that an “eligible rollover distribution” does not include: any distribution that is one of a

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

- (2) An “eligible retirement plan” is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), or a qualified trust described in Code Section 401(a), that accepts the “distributee’s” “eligible rollover distribution,” and, effective January 1, 2001, an eligible deferred compensation plan described in Code Section 457(b) which is maintained by an eligible employer described in Code Section 457(e)(1)(A), and an annuity contract described in Code Section 403(b), that accepts the distributee’s eligible rollover distribution and effective January 1, 2001, the definition of “eligible retirement plan” shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p). Effective on or after January 1, 2007, in the case of “distributee” who is a non-Spouse designated Beneficiary, a direct rollover may be made only to an individual retirement account described in Code Section 408(a) or annuity described in Code Section 408(b) (“IRA”) that is established on behalf of the designated Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11). However, in the case of an “eligible rollover distribution” to the surviving spouse, an “eligible retirement plan” is an individual retirement account or individual retirement annuity.
- (3) A “distributee” includes an Employee or former Employee. In addition, the Employee’s or former Employee’s surviving spouse and the Employee’s or former Employee’s spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p), are “distributees” with regard to the interest of the spouse or former spouse. Also, a distributee includes the Participant’s non-spouse designated beneficiary under Section 1.8.

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

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

5.12 PAYMENT OF QUALIFIED HEALTH INSURANCE PREMIUMS

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

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

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

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

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

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

- (5) **Maximum Amount.** Payment of Qualified Health Insurance Premiums from the Plan for the Participant or the Participant's spouse or dependent during each taxable year of the Participant will be limited per each Participant who was a public service officer to the least of: (i) the amount elected by the Participant to be distributed by the Plan on behalf of the Participant for payment of such Premiums, (ii) Three Thousand Dollars (\$3,000.00) or (iii) the amount payable to the Participant under Article V during such period.
- (6) **Deduction Election.** An eligible Participant may elect once per year, pursuant to this Section 5.12 (a) either to (i) have Qualified Health Insurance Premiums paid from his or her Monthly Retirement Income or (ii) terminate such election. The election must be made in the form provided by the Committee and communicated to the Committee no less than thirty (30) days prior to the first day of the month on which the election is to be effective.
- (7) **Other Plan Payments.** Any Participant who is otherwise eligible to make an election under this Section for any Plan Year for which Qualified Health Insurance Premiums are being paid on Participant's behalf from any other eligible retirement plan under Code Section 402(l)(4)(A) (including a governmental plan that the Employer does not sponsor), shall not be eligible to make an election under this Section 5.12 (a).
- (8) **Payment Termination.** Direct payment from the Plan of Qualified Health Insurance Premiums for a Participant shall terminate immediately upon the earlier of (i) the Participant's death, (ii) termination of the election to have distributions paid for Qualified Health Insurance Premiums, (iii) cancellation of the applicable policy of health or long term care insurance or (iv) termination of payments to exhaustion of the balance of the Participant's Account.

ARTICLE VI OTHER BENEFITS

6.1 TERMINATION OF EMPLOYMENT BEFORE RETIREMENT

When the employment of a Participant by the Employer shall be terminated for any either voluntarily or involuntarily, or if a Participant ceases to be an Eligible Employee, such Participant shall cease to further accrue any Monthly Retirement Income or Accrued Benefits under this Plan. Subject to all other limitations and

restrictions of this Plan, a Participant who has completed five (5) years or more of Credited Service with the Employer shall be entitled at Participant's Normal Retirement Date to receive a Monthly Retirement Income equal to a percentage, based on the following table, of Participant's Accrued Benefit at Participant's date of termination.

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

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

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

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

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

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

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

6.2 DEATH BENEFITS

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

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

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

- (b) If a Participant whose benefits are being deferred should die, in either event (i) after reaching Attained Age fifty (50) and after being credited with fifteen (15) Years of Credited Service or more, and (ii) before Participant's Normal Retirement Date, Participant's Spouse shall be entitled to a Death Benefit. Such Death Benefit shall be a monthly income, payable for the life of the Spouse, beginning on the first day of the month coincident with or immediately following the death of the Participant, equal to the benefit that would have been payable to such Spouse if the Participant had retired pursuant to Section 5.5 or Section 5.6 (whichever is applicable) on the first day of the month Coincident with or immediately following Participant's date of death and elected immediate benefits payable in accordance with Section 5.2(e). If the deceased active Participant (or Disabled Participant whose benefits are being deferred) is not survived by a Spouse, Participant's Beneficiary shall be entitled to receive the amount credited to Participant's Contribution Account as of Participant's date of death, payable in a single sum.
- (c) If a Participant should die, after Participant's Normal Retirement Date, but before Participant's Late Retirement Date, Participant's Spouse shall be entitled to a Death Benefit. Such Benefit shall be monthly income, payable for the life of the Spouse, beginning on the first day of the month coincident with or immediately following the death of the Participant, equal to the benefit that would have been payable to such Spouse, if the Participant had retired pursuant to Section 5.4 on the first day of the month coincident with or immediately following Participant's date of death and elected immediate benefits payable in accordance with Section 5.2(e). If the deceased active Participant is not survived by a Spouse, Participant's Beneficiary shall be entitled to receive the amount credited to Participant's Contribution Account as of Participant's date of death, payable in a single sum.
- (d) When a Retired Participant who is receiving benefits hereunder shall die, Participant's Beneficiary shall be entitled to any benefits due under the basic or elected alternate form of payment of Participant's Monthly Retirement Income. Should the period of guaranteed payments be exhausted at the death of the Retired Participant, no Death Benefits shall be payable. If a Death Benefit is payable, the Pension Committee may, in its discretion, elect to pay the Beneficiary the Actuarial Value of the outstanding benefits in a single sum.
- (e) If a Death Benefit (other than a Death Benefit for a Spouse) is payable under this Article VI, and the designated Beneficiary has pre-deceased the deceased Participant, the Death Benefit shall be paid to the Contingent Beneficiary. If neither the Beneficiary nor the contingent Beneficiary is living at the time of the death of the Participant, the Pension Committee shall direct the Trustee to pay the Death Benefit in a single sum to the estate of the deceased Participant. If the Beneficiary or contingent Beneficiary is living at the death

of the Participant, but such person dies prior to receiving the entire Death Benefit, the remaining portion of such Death Benefit shall be paid in a single sum to the estate of such deceased Beneficiary or contingent Beneficiary.

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

6.3 QUALIFIED DOMESTIC RELATIONS ORDER DISTRIBUTION

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

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

6.4 UNCLAIMED BENEFITS

In the event that all, or any portion, of the distribution payable to a Participant or Beneficiary hereunder shall, at the Participant's attainment of Normal Retirement Age, remain unpaid solely by reason of the inability of the Administrator, after sending a registered letter, return receipt requested, to the last known address, and after further diligent effort, to ascertain the whereabouts of such Participant or Beneficiary, the amount so distributable shall be forfeited and shall be used to reduce the cost of the Plan. Notwithstanding the foregoing, if the value of a Participant's Vested benefit derived from Employer and Participant contributions does not exceed \$1,000, then the amount distributable may, in the sole discretion

of the Administrator, be paid directly to an individual retirement account described in Code Section 408(a) or an individual retirement annuity described in Code Section 408(b) at the time it is determined that the whereabouts of the Participant or the Participant's Beneficiary cannot be ascertained. In the event a Participant or Beneficiary is located subsequent to the benefit being forfeited, such benefit shall be restored unadjusted for earnings or losses.

6.5 MINIMUM REQUIRED DISTRIBUTIONS

(a) General Rules.

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

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

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

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

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

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

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

- (C) Such designation was in writing, was signed by the Participant or beneficiary, and was made before January 1, 1984.
 - (D) The Participant had accrued a benefit under the Plan as of December 31, 1983.
 - (E) The method of distribution designated by the Participant or the beneficiary specifies the time at which distribution will commence, the period over which distributions will be made, and in the case of any distribution upon the Participant's death, the beneficiaries of the Participant listed in order of priority.
- (ii) A distribution upon death will not be covered by this transitional rule unless the information in the designation contains the required information described above with respect to the distributions to be made upon the death of the Participant.
 - (iii) For any distribution which commences before January 1, 1984, but continues after December 31, 1983, the Participant, or the beneficiary, to whom such distribution is being made, will be presumed to have designated the method of distribution under which the distribution is being made if the method of distribution was specified in writing and the distribution satisfies the requirements in (i)(A) and (i)(E) of this Subsection.
 - (iv) If a designation is revoked, any subsequent distribution must satisfy the requirements of Code Section 401(a)(9) and the Regulations thereunder. If a designation is revoked subsequent to the date distributions are required to begin, the Plan must distribute by the end of the calendar year following the calendar year in which the revocation occurs the total amount not yet distributed which would have been required to have been distributed to satisfy Code Section 401(a)(9) and the Regulations thereunder, but for the Section 242(b)(2) election. For calendar years beginning after December 31, 1988, such distributions must meet the minimum distribution incidental benefit requirements. Any changes in the designation will be considered to be a revocation of the designation. However, the mere substitution or addition of another beneficiary (one not named in the designation) under the designation will not be considered to be a revocation of the designation, so long as such substitution or addition does not alter the period over which distributions are to be made under the designation, directly or indirectly (for example, by altering the relevant measuring life).

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

(b) Time and manner of distribution.

- (1) **Required beginning date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's "Required Beginning Date."
- (2) **Death of participant before distributions begin.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
 - (i) **Life expectancy rule, Spouse is beneficiary.** If the Participant's surviving Spouse is the Participant's sole "Designated Beneficiary," then distributions to the surviving Spouse will begin by December 31st of the calendar year immediately following the calendar year in which the Participant died, or by December 31st of the calendar year in which the Participant would have attained age 70 1/2, if later.
 - (ii) **Life expectancy rule, Spouse is not beneficiary.** If the Participant's surviving Spouse is not the Participant's sole "Designated Beneficiary," then distributions to the "Designated Beneficiary" will begin by December 31st of the calendar year immediately following the calendar year in which the Participant died.
 - (iii) **No designated beneficiary, 5-year rule.** If there is no "Designated Beneficiary" as of September 30th of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31st of the calendar year containing the fifth anniversary of the Participant's death.
 - (iv) **Surviving Spouse dies before distributions begin.** If the Participant's surviving Spouse is the Participant's sole "Designated Beneficiary" and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, then this Section 6.5, other than Section 6.5(1)(2), will apply as if the surviving Spouse were the Participant.
- (3) **Form of distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the "Required Beginning Date," as of the first "Distribution Calendar Year" distributions will be made in accordance with

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

(4) Period of distribution.

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

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

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

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

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

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

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

- (i) The annuity distributions will be paid in periodic payments made at intervals not longer than one year;
- (ii) The distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section 6.5(b);
- (iii) Once payments have begun over a period certain, a Participant may elect a change in the period certain with associated modifications in the annuity payments provided the following conditions are satisfied:

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

- (1) The modification occurs at the time that the Participant retires or in connection with a Plan termination;
- (2) The annuity payments prior to modification are annuity payments paid over a period certain without life contingencies; or
- (3) The annuity payments after modification are paid under a qualified joint and survivor annuity over the joint lives of the Participant and a “Designated Beneficiary,” the Participant’s Spouse is the sole “Designated Beneficiary,” and the modification occurs in connection with the Participant becoming married to such Spouse.

- (B) In order to modify a stream of annuity payments in accordance with this Subsection, all of the following conditions must be satisfied:
- (1) The future payments under the modified stream satisfy Code Section 401(a)(9) and this Section (determined by treating the date of the change as a new Annuity Starting Date and the actuarial present value of the remaining payments prior to modification as the entire interest of the Participant);
 - (2) For purposes of Code Sections 415 and 417, the modification is treated as a new Annuity Starting Date;
 - (3) After taking into account the modification, the annuity stream satisfies Code Section 415 (determined at the original Annuity Starting Date, using the interest rates and mortality tables applicable to such date); and
 - (4) The end point of the period certain, if any, for any modified payment period is not later than the end point available under Code Section 401(a)(9) to the Participant at the original Annuity Starting Date.
- (iv) Payments will either be nonincreasing or increase only to the extent permitted by one of the following conditions:
- (A) By an annual percentage increase that does not exceed the annual percentage increase in an “Eligible Cost-of-Living Index” for a 12-month period ending in the year during which the increase occurs or the prior year;
 - (B) By a percentage increase that occurs at specified times (e.g., at specified ages) and does not exceed the cumulative total of annual percentage increases in an “Eligible Cost-of-Living Index” since the Annuity Starting Date, or if later, the date of the most recent percentage increase. In cases providing such a cumulative increase, an actuarial increase may not be provided to reflect the fact that increases were not provided in the interim years;
 - (C) To the extent of the reduction in the amount of the Participant’s payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in Section 6.5 dies or is no longer the

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

- (D) To allow a beneficiary to convert the survivor portion of a joint and survivor annuity into a single sum distribution upon the Participant's death;
- (E) To pay increased benefits that result from a Plan amendment or other increase in the Participant's Accrued Benefit under the Plan;
- (F) By a constant percentage, applied not less frequently than annually, at a rate that is less than five percent (5%) per year;
- (G) To provide a final payment upon the death of the Participant that does not exceed the excess of the actuarial present value of the Participant's accrued benefit (within the meaning of Code Section 411(a)(7) calculated as of the Annuity Starting Date using the applicable interest rate and the applicable mortality table under Code Section 417(e) over the total of payments before the death of the Participant; or
- (H) As a result of dividend or other payments that result from "Actuarial Gains," provided:
 - (1) Actuarial gain is measured not less frequently than annually;
 - (2) The resulting dividend or other payments are either paid no later than the year following the year for which the actuarial experience is measured or paid in the same form as the payment of the annuity over the remaining period of the annuity (beginning no later than the year following the year for which the actuarial experience is measured);
 - (3) The "Actuarial Gain" taken into account is limited to "Actuarial Gain" from investment experience;
 - (4) The assumed interest rate used to calculate such "Actuarial Gains" is not less than three percent (3%); and
 - (5) The annuity payments are not also being increased by a constant percentage as described in Subsection (F) above.

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

- (i) In the case of a Participant whose interest in the Plan is being distributed as an annuity pursuant to Subsection (1) above, the amount that must be distributed on or before the Participant's "Required Beginning Date" (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 6.5) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first "Distribution Calendar Year" will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's "Required Beginning Date."
 - (ii) In the case of a single sum distribution of a Participant's entire accrued benefit during a "Distribution Calendar Year," the amount that is the required minimum distribution for the "Distribution Calendar Year" (and thus not eligible for rollover under Code Section 402(c)) is determined under this paragraph. The portion of the single sum distribution that is a required minimum distribution is determined by treating the single sum distribution as a distribution from an individual account Plan and treating the amount of the single sum distribution as the Participant's account balance as of the end of the relevant valuation calendar year. If the single sum distribution is being made in the calendar year containing the "Required Beginning Date" and the required minimum distribution for the Participant's first "Distribution Calendar Year" has not been distributed, the portion of the single sum distribution that represents the required minimum distribution for the Participant's first and second "Distribution Calendar Year" is not eligible for rollover.
- (3) Additional accruals after first distribution calendar year.** Any additional benefits accruing to the Participant in a calendar year after the first "Distribution Calendar Year" will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues. Notwithstanding the preceding, the Plan will not fail to satisfy the requirements of this paragraph and Code Section 401(a)(9) merely because there is an administrative delay in the commencement of the distribution of the additional benefits accrued in a calendar year, provided that the actual

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

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

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

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

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

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

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

(e) **Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII THE PENSION COMMITTEE

7.1 PENSION COMMITTEE

There is hereby created a Committee to be known as "Pension Committee." The Committee shall consist of seven (7) members consisting of the Mayor of the City of Carthage, the ex officio member, two (2) citizens of the City of Carthage to be appointed by the Mayor with the majority consent of the elected members of the Council, two (2) citizens of the City of Carthage to be elected by the Eligible Employee Participants of the Police Department, and two (2) citizens of the City of Carthage to be elected by the Eligible Employee Participants of the Fire Department. Appointed and elected members of the Board shall serve a term of two (2) years, commencing on the first day of July of each even numbered year; provided, however, that the members of the first Board shall serve until the first day of July, 1974, at which time, members of the Board shall be appointed and elected for a full two (2) year term. Elections by the Eligible Employee Participants of the Police and Fire Departments shall be held on the first Tuesday in June prior

to the commencement of each term of office. Each Eligible Employee Participant of each Department shall be notified of such election at least one week in advance of the date such election is to be held, giving the date, time and place of such election. Any vacancy of the elected membership shall be filled by the Department from which such vacancy occurs at an election by the members of the Department to be conducted as provided herein, on the call of the Pension Committee. Any elected Participant may be removed by a majority vote of the Eligible Employee Participants of the Department which elected Participant, and the Board shall call an election to vote upon such removal at the request of (10) Eligible Employee Participants in such Department.

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

7.2 TERM

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

7.3 ADMINISTRATION

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

decision denying the claim if the claimant requests such a review all as specified in Section 7.11.

7.4 MAJORITY

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

7.5 POWERS, DUTIES AND RESPONSIBILITIES

- (a) The primary responsibility of the Pension Committee is to administer the Plan for the exclusive benefit of the Participants and their Beneficiaries, subject to the specific terms of the Plan. The Pension Committee shall administer the Plan in accordance with its terms and shall have the power to determine all questions arising in connection with the administration, interpretation, and application of the Plan. Any such determination by the Pension Committee shall be conclusive and binding upon all persons. The Pension Committee may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of this Agreement; provided, however, that any procedure, discretionary act, interpretation or construction shall be done in a reasonably nondiscriminatory manner based upon uniform principles consistently applied to similarly situated persons and events. The Pension Committee shall have all powers necessary or appropriate to accomplish these duties under this Plan.
- (b) The Committee may delegate to such other individuals and entities responsibility for operations of the Plan and to handle all aspects of Plan administration, either personally or through delegation to others. In this regard, the Committee, and those to whom such duties and authorities have been delegated, shall have the full authority and discretion to manage, administer and interpret the Plan in all respects, including, but not limited to, the following discretionary authorities.
- (c) The Committee shall have full discretion to interpret the Plan in all respects including claims for coverage, eligibility and benefits, its interpretation in good faith to be final and conclusive.

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

7.6 DUTIES OF THE SECRETARY

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

7.7 APPOINTMENT OF ADVISORS

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

7.8 INFORMATION FROM EMPLOYER

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

7.9 PAYMENT OF EXPENSES

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

7.10 CLAIMS PROCEDURE

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

7.11 CLAIMS REVIEW PROCEDURE AND LITIGATION OF CLAIMS

- (a) Any Participant, Employee, former Employee, or Beneficiary of either, who has been denied a benefit by a decision of the Pension Committee pursuant to Section 7.3 shall be entitled to request the Pension Committee to give further consideration to such claim by filing with the Pension Committee a request for a hearing. Such request, together with a written statement of the reasons why the claimant believes such claim should be allowed along with all evidence and arguments that the claimant determines supports the claim, shall be filed with the Pension Committee no later than 60 days after receipt of the written notification provided for in Section 7.10.
- (b) The Pension Committee shall then conduct a hearing within the next 60 days, at which the claimant may be represented by an attorney or any other representative of claimant's choosing and at which the claimant shall have an opportunity to submit written and oral evidence and arguments in support of such claim. At the hearing [or prior thereto upon five (5) business days written notice to the Pension Committee] the claimant or claimant's representative shall have an opportunity to review all documents in the possession of the Pension Committee which are pertinent to the claim at issue and its disallowance. Either the claimant or the Pension Committee may cause a court reporter to attend the hearing and record the proceedings. In such event, a complete written transcript of the proceedings shall be furnished to both parties by the court reporter. The full expense of any such court reporter and such transcripts shall be borne by the party causing the court reporter to attend the hearing.
- (c) A final decision as to the allowance of the claim shall be made by the Pension Committee within 60 days of receipt of the appeal (unless there has been an extension of 60 days due to special circumstances, provided the delay and the special circumstances occasioning it are communicated to the claimant within the 60 day period). Such communication shall be written in a manner

calculated to be understood by the claimant and shall include specific reasons for the decision and specific references to the pertinent Plan provisions on which the decision is based.

- (d) A claimant may not further challenge any decision of the Pension Committee without first having exhausted the foregoing claim and appeal procedure. Failure to have timely and completely exhausted the foregoing claim and appeal procedure will preclude any claimant from filing any litigation or other action to challenge the decision or matter that is the subject of the Claimant's dispute.
- (e) If a claimant institutes any litigation to challenge any determination of the Pension Committee or Employer, such litigation shall be limited to all materials and evidence assembled by the Pension Committee and no further discovery or evidence may be conducted or submitted during such litigation. The Pension Committee's and Employer's decision shall be conducted as the review of an administrative record by any reviewing court, and shall be conducted without benefit of jury and shall be heard exclusively by a judge.
- (f) All decisions of the Employer and Pension Committee shall be upheld by any reviewing agency or judicial forum unless determined to be arbitrary and capricious and without any supporting evidence or rationale.

ARTICLE VIII TRUSTEE

8.1 BASIC RESPONSIBILITIES OF THE TRUSTEE

The Trustee shall have the following categories of responsibilities:

- (a) The Trustee shall be considered a directed Trustee and shall not be responsible for exercising any discretion in the investment of Plan and Trust assets unless specifically provided in such Trust agreements to which the Trustee is a party and agrees to such delegation of investment responsibilities. Otherwise, consistent with its Trust Agreement, the Trustee shall accept and follow the investment directions of each Investment Manager and the Committee.
- (b) At the direction of the Administrator, the Trustee shall pay benefits required under the Plan to be paid to Participants, or, in the event of their death, to their Beneficiaries;
- (c) The Trustee shall maintain records of its activities and such receipts and disbursements that it receives and makes and furnish to the Employer and/or

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

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

8.2 INVESTMENT POWERS AND DUTIES OF THE TRUSTEE

- (a) The Trustee shall be a directed Trustee. Therefore, the Trustee shall invest and reinvest the Trust Fund pursuant to such directions as are provided to it by any Investment Manager and the Committee and shall retain such Trust Fund property for which it is custodian without distinction between principal and income and in such securities or property, real or personal, wherever situated, as the Trustee shall be directed to hold, including, but not limited to, stocks, common or preferred, bonds and other evidences of indebtedness or ownership, and real estate or any interest therein. The Trustee shall at all times in making investments of the Trust Fund do so in accordance with such directions as may be provided to it by any Investment Manager or the Committee. The Trustee shall not be restricted to holding only such securities or other property of the character expressly authorized by the applicable law for trust investments; however, the Trustee shall give due regard to any limitations imposed by the Code so that at all times this Plan may qualify as a qualified Pension Plan and Trust.
- (b) The Trustee may employ a bank or trust company pursuant to the terms of its usual and customary bank agency agreement, under which the duties of such bank or trust company shall be of a custodial, clerical and record-keeping nature.
- (c) The Trustee may from time to time upon the direction of any Investment Manager or the Committee, transfer to a common, collective, or pooled trust fund maintained by any corporate Trustee hereunder, all or such part of the Trust Fund as the Investment Manager or Committee may deem advisable, and such part or all of the Trust Fund so transferred shall be subject to all the terms and provisions of the common, collective, or pooled trust fund which contemplate the commingling for investment purposes of such trust assets with trust assets of other trusts. The Trustee may, from time to time upon the direction of the applicable Investment Manager or Committee, withdraw from such common, collective, or pooled trust fund all or such part of the Trust Fund as the Trustee may deem advisable.

8.3 OTHER POWERS OF THE TRUSTEE

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

- (a) To purchase, or subscribe for, any securities or other property and to retain the same. In conjunction with the purchase of securities, margin accounts may be opened and maintained;
- (b) To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee, by private contract or at public auction. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition, with or without advertisement;
- (c) To vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property;
- (d) To cause any securities or other property to be registered in the Trustee's own name or in the name of one or more of the Trustee's nominees, and to hold any investments in bearer form, but the books and records of the Trustee shall at all times show that all such investments are part of the Trust Fund;
- (e) To borrow or raise money for the purposes of the Plan in such amount, and upon such terms and conditions, as the Trustee shall deem advisable; and for any sum so borrowed, to issue a promissory note as Trustee, and to secure the repayment thereof by pledging lending money to the Trustee shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any borrowing;
- (f) To keep such portion of the Trust Fund in cash or cash balances as the Trustee may, from time to time, deem to be in the best interests of the Plan, without liability for interest thereon;

- (g) To accept and retain for such time as the Trustee may deem advisable any securities or other property received or acquired as Trustee hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;
- (h) To make, execute, acknowledge, and deliver any and all documents of transfer and convenience and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (i) To settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Plan, to commence or defend suits or legal or administrative proceedings, and to represent the Plan in all suits and legal and administrative proceedings;
- (j) To employ suitable agents and counsel and to pay their reasonable expenses and compensation, and such agent or counsel may or may not be agent or counsel for the Employer;
- (k) To apply for and procure from responsible insurance companies, as an investment of the Trust Fund such annuity or other Contracts (on the life of any Participant) as the Committee or applicable Investment Manager shall deem proper; to exercise, at any time or from time to time, whatever rights and privileges may be granted under such annuity, or other Contracts; to collect, receive and settle for the proceeds of all such annuity or other Contracts as and when entitled to do so under the provisions thereof;
- (l) To invest funds of the Trust in time deposits or savings accounts bearing a reasonable rate of interest in the Trustee's bank;
- (m) To invest in Treasury Bills and other forms of United States government obligations;
- (n) Except as hereinafter expressly authorized, the Trustee is prohibited from selling or purchasing stock options. The Trustee is expressly authorized to write and sell call options under which the holder of the option has the right to purchase shares of stock held by the Trustee as a part of the assets of this Trust, if such options are traded on and sold through a national securities exchange registered under the Securities Exchange Act of 1934, as amended, which exchange has been authorized to provide a market for option contracts pursuant to Rule 9B-1 promulgated under such Act, and so long as the Trustee at all times up to and including the time of exercise or expiration of any such option holds sufficient stock in the assets of this Trust to meet the obligations under such option if exercised. In addition, the Trustee is expressly authorized to purchase and acquire call options for the purchase of shares of stock

covered by such options if the options are traded on and purchased through a national securities exchange as described in the immediately preceding sentence, and so long as any such option is purchased solely in a closing purchase transaction, meaning the purchase of an exchange traded call option the effect of which is to reduce or eliminate the obligations of the Trustee with respect to a stock option contract or contracts which it has previously written and sold in a transaction authorized under the immediately preceding sentence;

- (o) To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations;
- (p) To pool all or any of the Trust Fund, from time to time, with assets belonging to any other qualified employee pension benefit trust created by the Employer or an affiliated company of the Employer, and to commingle such assets and make joint or common investments and carry joint accounts on behalf of this Plan and such other trust or trusts, allocating undivided shares or interests in such investments or accounts or any pooled assets of the two or more trusts in accordance with their respective interests;
- (q) To do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to carry out the purposes of the Plan.

8.4 DUTIES OF THE TRUSTEE REGARDING PAYMENTS

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

8.5 TRUSTEE'S COMPENSATION AND EXPENSES AND TAXES

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

8.6 ANNUAL REPORT OF THE TRUSTEE

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

- (a) the net income, or loss, of the Trust Fund;
- (b) the gains, or losses, realized by the Trust Fund upon sales or other disposition of the assets;
- (c) the increase, or decrease, in the value of the Trust Fund;
- (d) all payments and distributions made from the Trust Fund; and
- (e) such further information as the Trustee and/or Administrator deems appropriate.

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

8.7 AUDIT

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

- (i) statement of the assets and liabilities of the Plan;
- (ii) statement of changes in net assets available to the Plan;
- (iii) statement of receipts and disbursements, a schedule of all assets held for investment purposes, a schedule of all loans or fixed income obligations in default at the close of the Plan Year;
- (iv) a list of all leases in default or uncollectible during the Plan Year;
- (v) the most recent annual statement of assets and liabilities of any bank common or collective trust fund in which Plan assets are invested or such information regarding separate accounts or trusts with a bank or insurance company as the Trustee and Administrator deem necessary; and
- (vi) a schedule of each transaction or series of transactions involving an amount in excess of three percent (3%) of Plan assets.

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

8.8 RESIGNATION, REMOVAL AND SUCCESSION OF TRUSTEE

- (a) The Trustee may resign at any time by delivering to the Employer, at least thirty (30) days before its effective date, a written notice of Trustee's resignation.
- (b) The Employer may remove the Trustee by mailing by registered or certified mail, addressed to such Trustee at Trustee's last known address, at least thirty (30) days before its effective date, a written notice of Trustee's removal.
- (c) Upon the death, resignation, incapacity, or removal of any Trustee, a successor may be appointed by the Employer; and such successor, upon accepting such appointment in writing and delivering same to the Employer, shall, without further act, become vested with all the estate, rights, powers, discretions, and duties of the predecessor with like respect as if successor were originally named as a Trustee herein. Until such a successor is appointed, the remaining Trustee or Trustees shall have full authority to act under the terms of this Agreement.
- (d) The Employer may designate one or more successors prior to the death, resignation, incapacity, or removal of a Trustee. In the event a successor is so designated by the Employer and accepts such designation, the successor shall,

without further act, become vested with all the estate, rights, powers, discretions, and duties of the predecessor with the like effect as if successor were originally named as Trustee herein immediately upon the death, resignation, incapacity, or removal of the predecessor.

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

ARTICLE IX AMENDMENT, TERMINATION, AND MERGERS

9.1 AMENDMENT

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

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

ARTICLE X PLAN TERMINATION

10.1 TERMINATION

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

- (a) continuation of the Trust created by this Agreement and the distribution of benefits at such time and in such manner as though the Plan had not been terminated;
- (b) or subject to paragraphs (c) of this Section, complete distribution of the assets in the Trust Fund to the Participants, in cash or in kind, in one lump-sum payment, or in the form of a deferred annuity payable at Normal Retirement Date, as soon as the Committee or Employer deems it in the best interest of the Participants.
- (c) Priority of Benefits—The Pension Committee shall allocate the assets of the Plan among Participants and Beneficiaries in the following order of priority:
 - (i) First to that portion of each Participant's Accrued Benefit which is derived from Participant's Voluntary Contributions;

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

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

(iii) All other (uninsured) Vested benefits;

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

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

ARTICLE XI MISCELLANEOUS

11.1 PARTICIPANT'S RIGHTS

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

11.2 ALIENATION

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

- (b) Subsection (a) shall not apply to a “qualified domestic relations order” defined in Code Section 414(p), and those other domestic relations orders permitted to be so treated by the Committee under the provisions of the Retirement Equity Act of 1984. The Pension Committee shall establish a written procedure to determine the qualified status of domestic relations orders and to administer distributions under such qualified orders. Further, to the extent provided under a “qualified domestic relations order,” a former spouse of a Participant shall be treated as the spouse or surviving spouse for all purposes under the Plan.
- (c) Subsection (a) shall not apply to an offset to a Participant’s accrued benefit against an amount that the Participant is ordered or required to pay the Plan with respect to a judgment, order, or decree issued, or a settlement entered into, on or after August 5, 1997, in accordance with Code Sections 401(a)(13)(C) and (D). In a case in which the survivor annuity requirements of Code Section 401(a)(11) apply with respect to distributions from the Plan to the Participant, if the Participant has a spouse at the time at which the offset is to be made:
 - (1) either such spouse has consented in writing to such offset and such consent is witnessed by a notary public or representative of the Plan (or it is established to the satisfaction of a Plan representative that such consent may not be obtained by reason of circumstances described in Code Section 417(a)(2)(B)), or an election to waive the right of the spouse to either a qualified joint and survivor annuity or a qualified pre-retirement survivor annuity is in effect in accordance with the requirements of Code Section 417(a);
 - (2) such spouse is ordered or required in such judgment, order, decree or settlement to pay an amount to the Plan in connection with a violation of fiduciary duties; or
 - (3) in such judgment, order, decree, or settlement, such spouse retains the right to receive the survivor annuity under a qualified joint and survivor annuity provided pursuant to Code Section 401(a)(11)(A)(i) and under a qualified pre-retirement survivor annuity provided pursuant to Code Section 401(a)(11)(A)(ii).

11.3 CONSTRUCTION OF AGREEMENT

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

11.4 GENDER AND NUMBER

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

11.5 LEGAL ACTION

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

11.6 PROHIBITION AGAINST DIVERSION OF FUNDS

- (a) Except as provided below and otherwise specifically permitted by law, it shall be impossible by operation of the Plan or of the Trust, by termination of either, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of any trust fund maintained pursuant to the Plan or any funds contributed thereto to be used for, or diverted to, purposes other than the exclusive benefit of Participants, Retired Participants, or their Beneficiaries.
- (b) In the event the Employer shall make an excessive contribution under a mistake of fact, the Employer may demand repayment of such excessive contribution at any time within one (1) year following the time of payment and the Trustees shall return such amount to the Employer within the one (1) year period. Earnings of the Plan attributable to the excess contributions may not be returned to the Employer but any losses attributable thereto must reduce the amount so returned.

11.7 EMPLOYER'S AND TRUSTEE'S PROTECTIVE CLAUSE

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

11.8 INSURER'S PROTECTIVE CLAUSE

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

11.9 RECEIPT AND RELEASE FOR PAYMENTS

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

11.10 ACTION BY THE EMPLOYER

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

11.11 NAMED FIDUCIARIES AND ALLOCATION OF RESPONSIBILITY

The "named Fiduciaries" of this Plan are (1) the Employer, (2) the Pension Committee, (3) the Trustee and (4) any Investment Manager appointed hereunder. The named Fiduciaries shall have only those specific powers, duties, responsibilities, and obligations as are specifically given them under this Agreement. In general, the Employer shall have the sole responsibility for making the contributions provided for under Section 4.1; and shall have sole authority to appoint and remove the Trustee, the Pension Committee, and any Investment Manager which may be provided for under this Agreement; to formulate the Plan's "funding policy and method"; and to amend or terminate, in whole or in part, this Agreement. The Pension Committee shall have the sole responsibility for the administration of this Agreement, which responsibility is specifically described in this Agreement. The Trustee shall have the sole responsibility of management of the assets held under the Trust, except those assets, the management of which has been assigned to an Investment Manager or assumed

by the Committee, who shall be solely responsible for the management of the assets assigned to it, all as specifically provided in this Agreement. Each named Fiduciary warrants that any direction given, information furnished, or action taken by it shall be in accordance with the provisions of this Agreement, authorizing or providing for such direction, information or action. Furthermore, each named Fiduciary may rely upon any such direction, information or action of another named Fiduciary as being proper under this Agreement, and is not required under this Agreement to inquire into the propriety of any such direction, information or action. It is intended under this Agreement that each named Fiduciary shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under this Agreement. No named Fiduciary shall guarantee the Trust Fund in any manner against investment loss or depreciation in asset value. Any person or group may serve in more than one Fiduciary capacity.

11.12 HEADINGS

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

11.13 UNIFORMITY

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

CITY OF CARTHAGE

By: _____
Employer

BMO Harris Bank, N.A.

By: _____
Trustee

COUNCIL BILL NO. 23-61

ORDINANCE NO. _____

An Ordinance authorizing a special use permit for a one licensed operator beauty shop by Brittany Parish in her residence at 1330 Glenwood Place in the City of Carthage, Missouri.

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

SECTION I: A special use permit is hereby granted to Brittany Parish for the operation of a one (1) licensed operator beauty shop in an existing residence at 1330 Glenwood Carthage, MO.

SECTION II: The said special use permit is granted in accordance with Chapter 25-251(16) of the Carthage Code.

SECTION III: 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: Planning, Zoning and Historic Preservation Commission

SPECIAL USE PERMIT PETITION

You must provide all requested information on the application. Blanks may delay processing of your petition. (write 'n/a' if information is not applicable to proposal).



Date: 5/31/23

Filing Fee: \$100.00

Type of Special Use: (be as specific as possible and cite Zoning Ordinance provision listing use as permitted special use)
Small salons nails and hair

Note: The City's Zoning Ordinance and Comprehensive Plan may be viewed at the City Clerk's Office or the Public Works Department

Modification of previously issued Special Use Permit: ☐ Yes ☒ No

Property Address: 1330 Glenwood Pl Carthage MO 64836

Location/Legal description:
Sunrise meadows edition Lot 17

Total site area: 7 1/2 acre sq. ft.

Zoning District(s) and land area within each:

Present Land Use(s):

Pending
Owner: Brittany Parish
Address: 1415 Grand Ave Tele: 417-758-3185
City: Carthage MO State: MO Zip Code: 64836
Email Address: swagmail7@gmail.com Fax: _____
Petitioner: Brittany Parish Relationship to Owner: _____
(person to whom all correspondence will be sent)
Address: _____ Tele: _____
City: _____ State: _____ Zip Code: _____
Email Address: _____ Fax: _____

Proposal: (Attach Special Use Permit Petition Statement of Justification)

Other information: One operator salon
(additional relevant information about the site or proposal you wish to note or cite)

The undersigned property owner(s) hereby authorize the filing of this petition (and any subsequent revisions thereto), and authorize(s) on-site review by authorized staff

Signature: Brittany N Parish Date: 5/6/23

Signature: _____ Date: _____

Signature: _____ Date: _____

The undersigned petitioner hereby certifies that, to the best of his or her knowledge and belief, all information supplied with this application is true and accurate.

Signature: Brittany N Parish Date: 5/6/23

Return form to: Public Works Department

Office Use Only:	Date Received: <u>6/6/23</u>	Hearing date: <u>7/3/2023</u>	Approved: ☐ Yes ☐ No
Permit Required:	☒ Yes ☐ No	Permit type: _____	(if applicable)

2007 JAN 10 AM 12:14:09 EST BMT OF IVA 1 ON A 12/4/06

SPECIAL USE PERMIT PETITION

STATEMENT OF JUSTIFICATION

For each of the five criteria listed below, provide a statement that explains how any existing conditions, proposed development features, or other relevant facts would allow the Planning, Zoning and Historic Preservation Commission to reach a recommendation, and attach any additional documents or materials that provide supporting factual evidence. The considerations listed under each required criteria are simply suggestions. Applicant should address any additional considerations potentially raised by the proposed development.

Important: Applicant bears the burden of presenting sufficient factual evidence to support findings of fact that allow the Commission to reasonably reach a recommendation. If the applicant fails to meet that burden, the Commission has no choice but to recommend denying the petition.

1. The proposed development will not materially endanger the public health or safety.

Considerations: *Quiet street no high traffic is one client at a time*

- Traffic conditions in the vicinity, including the effect of additional traffic on streets and street intersections, and sight lines at street intersection and curb cuts.
- Provision of services and utilities, including sewer, water, electrical, garbage collection, and fire protection.
- Soil erosion and sedimentation.
- Protection of public, community, or private water supplies, including possible adverse effects on surface waters or groundwater

2. The proposed development will comply with all regulations and standards generally applicable within the zoning district and specifically applicable to the particular type of special use or class of special uses.

3. The proposed development will not substantially injure the value of adjoining property, or is a public necessity.

Considerations: *Yes and also with Missouri state board of Cosmetology*
No everything will be well kept up along with my whole property

- The relationship of the proposed use and the character of development to surrounding uses and development, including possible conflicts between them and how these conflicts will be resolved.
- Whether the proposed development is so necessary to the public health, safety, and general welfare of the community as a whole as to justify it regardless of its impact on the value of adjoining property.

4. The proposed development will be in harmony with the area in which it is located.

Considerations: *yes my clients will have portion of my driveway during business hours*

- The relationship of the proposed use and the character of development to surrounding uses and development, including possible conflicts between them and how these conflicts will be resolved.

5. The proposed development will be consistent with the City's Comprehensive Plan.

Considerations: *yes*

- Consistency with the Plan's objectives for the various planning areas, its definitions of the various land use classifications and activity centers, and its locational standards.

Signature: Brittany h Parish

Date: 5/6/23

SPECIAL USE PERMIT PETITION REVIEW PROCESS

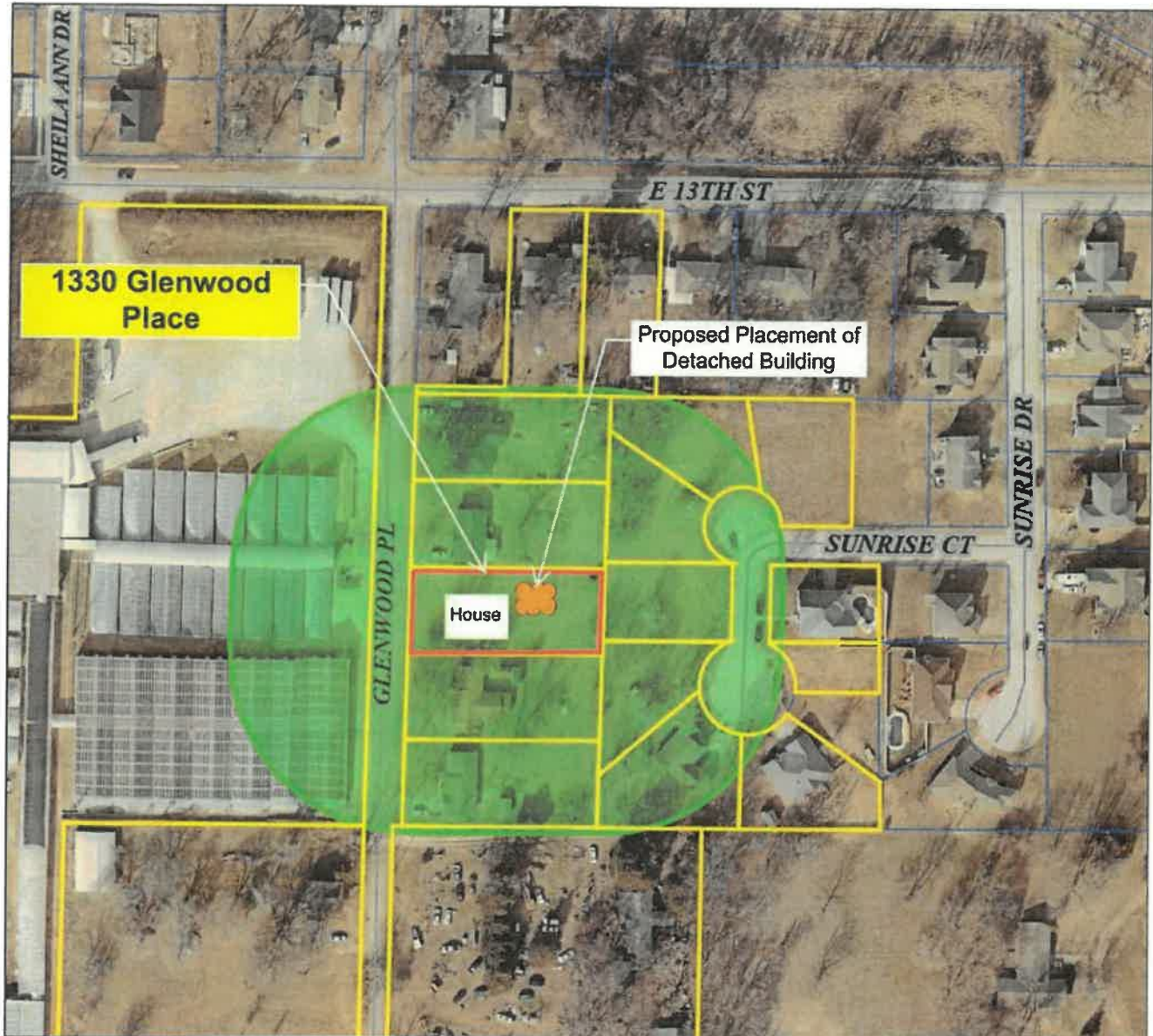
It is strongly recommended that any person considering seeking a Special Use Permit first contact the Public Works Department staff, who will explain the review process, applicable requirements and standards, potential issues, and provide the necessary forms.

Review of Special Use Permit petitions occurs in accordance with defined cycles that accommodate comprehensive review by the City, a public hearing and review by the Planning, Zoning and Historic Preservation Commission, and public notice of hearing.

- Request a Special Use Permit Application from the Public Works Department
- Applicant completes the application and returns it to the Public Works Department
- Public Works Department staff reviews the application and directs any concerns to the applicant
- The applicant makes payment for the filing fee at Public Works Department
- The request is placed on the next Planning, Zoning and Historic Preservation Commission Agenda
- Applicant is notified of Hearing date. Notice of Public Hearing is published in the Carthage Press
- The Public Works Department notifies property owners within 185' of property requesting the Special Use Permit of the Public Hearing date.
- City Clerk posts agenda no less than 24 hours prior to the meeting
- Planning, Zoning and Historic Preservation Commission conducts hearing and votes on recommendation to City Council regarding approval or denial of request
- Upon an approval at Council, a Council Bill is prepared for first reading for the next Council meeting
- Council Bill goes through a second reading
- Special Use Permit is issued through City Clerk's office and permit is sent to Applicant

Note: The Planning, Zoning and Historic Preservation Commission meet on the first Monday of each month. The City Council meet on the second and fourth Tuesday of each month.

185' Property Ownership Map 1330 Glenwood Place



Date created: 6/14/2023
Last Data Uploaded: 6/14/2023 2:39:05 AM

Developed by  **Schneider**
GEOSPATIAL

1330 Glenwood Place



1330 Glenwood Place
(North side)



1330 Glenwood
(South side)



Mayor's Appointments

August 2023

McCune-Brooks Hospital Board

4 Year Term – 5 Members – Meets Quarterly – McCune-Brooks Hospital

<u>NAME</u>	<u>PHONE</u>	<u>ADDRESS</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Joe Ryder	417-626-8866	1454 Piper Dr	8/22/2023	Jan 2027

Planning, Zoning, & Historic Preservation Commission

4 Year Term – 7 Members – Meets First Monday – Council Chambers

<u>NAME</u>	<u>PHONE</u>	<u>ADDRESS</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Bill Barksdale	417-358-3793	1314 S. Garrison	8/11/2015	Aug 2027

Care Leave Committee

2 Year Term – 7 Members – Meets on Call

<u>NAME</u>	<u>PHONE</u>	<u>ADDRESS</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Michael Miller	417-237-7000	City Hall/326 Grant St	8/5/2017	Aug 2025

RESOLUTION NO. 2006

A RESOLUTION OF THE COUNCIL OF THE CITY OF CARTHAGE, MISSOURI EXPRESSING SUPPORT OF THE CITY’S APPLICATION FOR FUNDS THROUGH MoDOT’S TRANSPORTATION ALTERNATIVES (TAP) PROGRAM AND AUTHORIZING THE SUBMISSION OF AN APPLICATION RELATING TO THE PROPOSED CARTHAGE SIDEWALK IMPROVEMENTS PROJECT, AIRPORT DR. FROM RIVER TO 571 AND FAIRVIEW FROM RIVER TO PEARL, IN THE CITY OF CARTHAGE MISSOURI

WHEREAS, the Transportation Alternatives Program (TAP) was authorized under Section 1122 of the Moving Ahead for Progress in the 21st Century Act (MAP-21) and was reauthorized under the Fixing America’s Surface Transportation (FAST) Act; and

WHEREAS, the federally funded TAP provides opportunities to expand transportation choices and enhance the transportation experience through categories of activities related to the surface transportation system; and

WHEREAS, the TAP focuses on non-traditional transportation projects where projects must relate to the surface transportation systems and be eligible under one or more of the four eligible TAP Project Activities; and

WHEREAS, projects are limited to eligible project sponsors and projects from non-urban areas with populations of 5,000 or less and urban areas with populations of 5,001 to 200,000 that are outside 2010 U.S. Census Urbanized Area boundaries with populations over 200,000.

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

Section 1: At a regular meeting of the City Council held on August 22, 2023, the Council endorsed the submittal of the Transportation Alternatives Program Application for the proposed Carthage Sidewalk Improvements Project, River Street-from Fairview to Airport Dr.

Section 2: The Council further acknowledges the TAP proceeds could include 80% of the project costs, and the City of Carthage would be responsible for any remaining costs.

PASSED AND APPROVED THIS ____ DAY OF _____, 2023.

(SEAL)

Dan Rife, Mayor

Attest:

Miranda Deal, City Clerk

Sponsored by: Staff

CERTIFICATE

I, the undersigned City Clerk of the City of Carthage hereby certify that the above foregoing is a true and correct copy of the Resolution Expressing Support of The City of Carthage's Application for Funds Through MoDOT's Transportation Alternatives Program and Authoring the Submission of an Application Relating to the proposed Carthage Citywide Sidewalk Improvements Project, Phase 7, as the same appears of record in my office and as it was adopted and approved by the City Council of the City of Carthage, Missouri.

Said Resolution has not been altered, amended or repealed as of this _____ day of _____, 2023.

(SEAL)

Miranda Deal, City Clerk

TRANSPORTATION ALTERNATIVES PROGRAM 2023 APPLICATION FORM

Additional information can be found in the Transportation Alternatives Program Guide:

<https://www.modot.org/local-public-agency>

1. Project Sponsor Name

City of Carthage

1.a. UEI

ZDYZNNKUKHH9

2. Project Sponsor Type

City

3. Project Sponsor Contact Information

Contact Person:

Zeb Carney

Title:

Public Works Director

Mailing Address:

326 Grant Street

City:

Carthage

State: MO

Zip Code:

64836

Daytime Telephone:

(417) 237-7000

Email:

z.carney@carthagemo.gov

4. Project Name

Airport Drive and Fairview Avenue/Route E Sidewalk Improvements

5. Eligible Project Category

(2) Construction of infrastructure-related projects and systems that will provide safer routes for non-drivers

6. Project Location

County:

Jasper County

MoDOT District:

Southwest

Provide Project location map (Label attachment as 'Attachment A - Project Location Map')

Project Route:

Airport Drive and Fairview Avenue/Route E

From/To:

571 to River Street/River Street to Pearl Street

Project Length (feet/miles), if applicable:

3,750 feet

7. Will this project impact MoDOT Right of Way?



Yes



No

If Yes, provide letter of consent from the MoDOT Area Engineer per Section A.10. of the 2023 TAP Guide.

Submit the application for review to the area engineer by August 3, 2023.

8. Based on 2020 Census data, is the project located in an area with a population of:



4,999 or fewer



5,000 to 49,999



50,000 to 200,00

9. Project Sponsor has completed MoDOT online LPA training within the past 2 years?



Yes



No

Name and title of person in Responsible Charge:

Zeb Carney, Public Works Director

10. Does the Project Sponsor have an active or incomplete SRTS, TE or TAP project? (0-5 pts.)



Yes



No

If Yes, provide the Federal Project Number(s):

TAP-1601(704) and TAP-1601(705)

11. Project Description (0-55 pts.) (Refer to Sec F of the 2023 TAP Guide, Limited to 3500 Characters with spaces)

Project and Clear Scope of Work:

The Carthage Citywide Sidewalk Improvements, Phase 7 project will construct approximately 3,750 of 5' wide ADA compliant sidewalks, entrances and safe crosswalks along Airport Drive and continuing along Fairview Avenue/Route E. The proposed project begins by tying into the existing sidewalk on all end of the project, and is connected by the project on River Street on TAP-1601(704). The project will provide new ADA compliant curb, ramps and crosswalks at each street and any residential or commercial drives affected. The project will also tie into the pedestrian ramps at the existing traffic signals located at the intersections of Airport and River Streets and Fairview and River Streets, and will provide pedestrian signal heads for each.

Safety Concern/Project Need:

The proposed project would coincide with the ongoing efforts of the City of Carthage Long-Range Citywide Sidewalk Plan. The plan promotes safe routes to schools and the quality of the pedestrian environment by including sidewalks/bicycle trails, crosswalks, signage and traffic-calming measures in providing connecting routes between schools, commercial businesses and residential neighborhoods. Carthage R-9 Schools do not provide bus transportation to students who live less than one mile from school; therefore, many students must walk or bike to school.

Proximity to Carthage R-9 Schools:

As shown on the enclosed project location exhibit, Phase 7 will provide a safe route for pedestrians and cyclists traveling to and from residential areas to the schools attended. Fairview Elementary School as well as Carthage Senior High School are directly adjacent to this project.

Connectivity to Existing Facilities and Networks:

The City of Carthage has a successful track record of completing several projects under federally funded programs including the following:

- *The Central Park and Columbian Elementary Sidewalk Improvements project, STP-1600(711), which was awarded funding in 2010 with construction of approximately 1,700' of ADA compliant sidewalk, completed in 2012.
- *The Fairview Elementary to Carthage High School Sidewalk Improvements project, TAP-1604(702), was funded in 2014 with construction of approximately 7,500' of ADA compliant sidewalk, completed in October, 2016.
- *The Hwy. 571 (Grand Avenue) - Fir Road to Airport Drive Sidewalk Improvements project, TAP-1601(702), with construction of approximately 2,600' of ADA compliant sidewalk, completed in 2018.
- *The MoDOT Sidewalk Improvements project on Hwy. 571 (Grand Avenue) from Fir Road to Fairview Avenue #J7S3284, with construction of approximately 8,900' of ADA compliant sidewalk, completed in 2019.
- *The Hwy. 96 (Central Avenue) - Garrison Avenue to Orchard Street Sidewalk Improvements project, TAP-1601(704) with construction of approximately 2,650' of ADA compliant sidewalk, currently in progress.
- *The Highway HH and Chapel Road Sidewalk Improvements project, TAP-1601(705), with construction of approximately 4,600 of ADA compliant sidewalk, currently in progress.
- *The STP-1600(715) Street Improvements project, constructed in 2015, provided signal and intersection improvements at MO Rte. HH and Hazel St.

All projects were completed on time and within budget. This project will continue the effort of providing pedestrian and bicycle trails such as the Ruby Jack Trail, a rails-to-trails project that links the City of Carthage to other communities with a bicycle and pedestrian route.

Items 12 - 14 (0-5 pts.)

12. Project Information (Location map showing project limits required) (No more than 10 pages)

Directional Maps, Site Maps, and Photographs.

(Label Attachment as 'Attachment B - Project Information')

13. Official Project Sponsor Funding Resolution (No more than 10 pages)

(Label attachment as 'Attachment C - Certification of Funding and Support')

A Resolution is REQUIRED for application to be considered for award of funding.

14. MPO / RPC Letter of Support (if applicable) (No more than 10 pages)

(Label attachment as 'Attachment D - MPO/RPC Letter of Support')

15. Evidence of Public Involvement and Support (0-5 pts.)

Attach letters of support and other documentary evidence of public interest.
(Label attachments as 'Attachment E - Evidence of Public Involvement and Support')
(No more than 10 pages)

Provide evidence of public involvement summary, include dates and information about public meetings and events held to discuss the project. Describe public involvement plan during project implementation. *(Limited to 1,640 Characters with spaces)*

The City of Carthage has coordinated with the Carthage R-9 School District to promote the Safe Routes to Schools. The school district has surveyed parents about conditions and areas needing attention where their children walk or ride bikes to schools as these areas were felt to be dangerous because of lack of sidewalks/trails to separate pedestrians from vehicular traffic. This project will concentrate on those areas identified as priorities.

The letters of support from the Carthage R-9 School District and the Carthage Chamber of Commerce show the overwhelming support of this project. As previously stated, the City has successfully completed federally funded projects in the past and proven to all that they are fully capable to administer this TAP project, as well. MoDOT and the Harry S. Truman Coordinating Council (HSTCC) are also in full support of the City of Carthage's efforts for another successful sidewalk project.

This project lies partially within MoDOT rights of way and will ensure our school children's abilities for a safe route to and from their home and school. Improving pedestrian ways on Missouri highways to be ADA compliant is a part of MoDOT's Transition Plan. MoDOT developed this plan and accepted an anticipated compliance date of 2027. In addition, all MoDOT projects will address ADA Transition Plan items in an effort to bring them into compliance with ADA Standard. This particular enhancement project support MoDOT's Transition Plan by creating ADA compliant pedestrian facilities on MoDOT rights of way.

See attached letters of support from the aforementioned parties. No opposition is expected for the proposed project.

16. If submitting more than 1 TAP application, please rank the priority of this submittal.

1

of

1

(Examples: 1 of 1, 2 of 4, 1 of 3)

17. Property Ownership and Acquisition Information (No more than 10 pages)

All proposals must provide documentation of the Sponsor's property rights by title of ownership, lease, or easement for all property within the project limits.
(Label attachments as 'Attachment F - Property Ownership and Acquisition Information')

Is the property needed for the project already acquired? ☒ Yes ☐ No

If No - How will it be acquired?

If Yes - When was the property acquired and how?

All newly acquired rights of way appear to have been acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act. No additional right of way is anticipated. See exhibit labeled as "Attachment F" for further information on approximate locations of established rights of way.

Was the property acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act? ☒ Yes ☐ No

18. Will this project reconstruct existing infrastructure and/or address existing barriers to access? Describe below. (0-15 pts.) ☒ Yes ☐ No

If your entity has adopted an ADA Transition Plan, include as 'Attachment G - Transition Plan'.

See exhibit labeled as "Attachment G - Transition Plan".

19. Railroad Right of Entry Letter/Agreement (if applicable)

Projects proposing to encroach or cross railroad right of way, must include documentary evidence from the railroad granting a right of entry or an executed encroachment agreement.
(Label attachment as 'Attachment H - Railroad Right of Entry Letter/Agreement')

20. Project is implementing a recommendation from an adopted plan? (0-5 pts.)☒ Yes☐ No

If the proposed project will construct facilities for bicycles and/or pedestrians, include documentary evidence from the City or County stating that the project has been included in the entity's bicycle/pedestrian plan or the bicycle/pedestrian component of an adopted local or regional plan. Include documentation of a Complete Streets policy if applicable.

(Label attachment as 'Attachment I – Local/Regional Plan')

21. Project Implementation Schedule*

Estimate the amount of time it will take to complete the project from start to finish. Approximate the time required for each activity. The activities can run concurrently causing the total time to be different from the total of the activities. Consider time for, but not limited to:

Months

- | | |
|---|---|
| 3 | Planning Activities
(Executing contract, hiring consultant, planning, schematic and design, utility relocation, etc.) |
| 2 | Environmental Clearance
(Assessments, possible mitigation for Hazardous Materials, permits, review by other agencies) |
| 2 | ROW Acquisition
(Surveying, appraisals, title transfer, clearance, etc.) |
| 6 | Project Design and Plan Preparation of PS&E Package
(Including PS&E Review by MoDOT District and other agencies.) |
| 6 | Project Construction/Implementation
(Advertising/hiring contractor, demolition, construction, inspection, etc.) |
| | Other |

Projected Time in Months 21 (<= 23 months)

*Per Reasonable Progress Policy, construction contract must be awarded within 23 months of funding allocation

22. Maintenance and Operations (0-5 pts.)

Identify all parties responsible for short and long term maintenance and operation.

The City of Carthage will maintain all improvements as part of their street maintenance program.

Will sponsor be able to maintain improvements for a minimum of 25 years? ☒ Yes ☐ No

Estimate all maintenance and operations costs for the project below. (yearly basis)

Maintenance Task	Task Cost	Freq.	Annual Cost
Tree Trimming	\$ 1,000	1	\$ 1,000.00
Sweeping Debris/removal	\$ 150	4	\$ 600.00
Structural Integrityinspection	\$ 200	1	\$ 200.00
Snow/Ice removal	\$ 300	2	\$ 600.00
			\$ 0.00
			\$ 0.00
TOTAL			\$ 2,400.00

24. Itemized Budget (0-5 pts.)

(Label Attachment as 'Attachment J - Itemized Budget')

Example of Itemized Construction Cost Estimate:

Base Bid					
Item No.	Description	Unit	Quantity	Unit Price	Amount
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1	\$ 25,000.00	\$ 25,000.00
207-10.00	LINEAR GRADING - CLASS 2	STA	25.0	\$ 780.00	\$ 19,500.00
304-05.04	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	SY	4,537	\$ 8.00	\$ 36,296.00
608-10.12	TRUNCATED DORIES	SF	471.0	\$ 30.00	\$ 14,130.00
608-60.04	CONCRETE SIDEWALK, 4 IN.	SY	2,227	\$ 50.00	\$ 111,350.00
608-99.05A	CONCRETE DRIVEWAY ENTRANCE, 8 IN.	SY	1,491	\$ 70.00	\$ 104,370.00
608-99.05B	REINFORCED CONCRETE CURE U-CHANNEL	SY	84	\$ 140.00	\$ 11,760.00
609-10.32	CURB AND GUTTER TYPE 6	LF	1,889	\$ 23.00	\$ 43,447.00
614-99.02A	DROP INLET	EA	1	\$ 3,500.00	\$ 3,500.00
614-99.02B	COMBINATION GRATE INLET	EA	2	\$ 5,000.00	\$ 10,000.00
614-99.02C	ADJUST EXISTING STORM GRATE	EA	6	\$ 500.00	\$ 3,000.00
616-10.05	CONSTRUCTION SIGNS	SF	114	\$ 15.00	\$ 1,710.00
616-10.25	CHANNELIZER (TRIM-LINE)	EA	40	\$ 25.00	\$ 1,000.00
616-10.30	TYPE III MOVEABLE BARRICADE	EA	8	\$ 175.00	\$ 1,400.00
618-10.00	MOBILIZATION	LS	1	\$ 23,841.96	\$ 23,841.96
620-00.15	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN WHITE	LF	160	\$ 25.00	\$ 4,000.00
620-00.36	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 30 IN WHITE MIDBLOCK	EA	20	\$ 240.00	\$ 4,800.00
620-00.42	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 12 IN WHITE, YIELD LINE TRIANGLES	EA	25	\$ 65.00	\$ 1,625.00
805-99.19	SEEDING & MULCH	AC	0.20	\$ 12,500.00	\$ 2,500.00
806-10.07A	CURB INLET CHECK	EA	10	\$ 110.00	\$ 1,100.00
903-50.04A	SH-FLAT SHEET (PERMANENT SIGNING)	SF	36	\$ 40.00	\$ 1,440.00
				Base Bid	\$ 425,769.96
				Total Estimate	\$ 425,769.96

25. Project Budget Summary

List all project costs to be incurred by the applying entity on page 5 for a complete itemized cost estimate.

Preliminary Engineering/Design <i>(if requesting reimbursement)</i>	1 .	\$ 52,650.00
Right of Way costs <i>(if requesting reimbursement)</i>	2 .	\$ 0.00
Itemized Construction Cost Estimate: <i>(from Attachment K)</i>	3 .	\$ 517,045.74
Construction Engineering/Inspection <i>(if requesting reimbursement)</i>	4 .	\$ 47,250.00
Subtotal of Costs (Line 1 - Line 4):	5 .	\$ 616,945.74
Other eligible costs <i>(provide attachment with detailed explanation)</i>	6 .	\$ 0.00
Total Project Cost:	7 .	\$ 616,945.74
Local Match:		
20% of Total Project Cost (Line 7)	8 .	\$ 123,389.15
Federal Funds Requested: 80% of Line 7	9 .	\$ 493,556.59

The minimum amount of local cash match required is 20%, Sponsors are not limited in their maximum local match. If a larger local match is provided, please adjust the percentages accordingly.

26. Project Commitment

By submitting an application, the applying entity commits that if this project is selected for funding, a construction contract will be awarded within 23 months of project funding allocation.

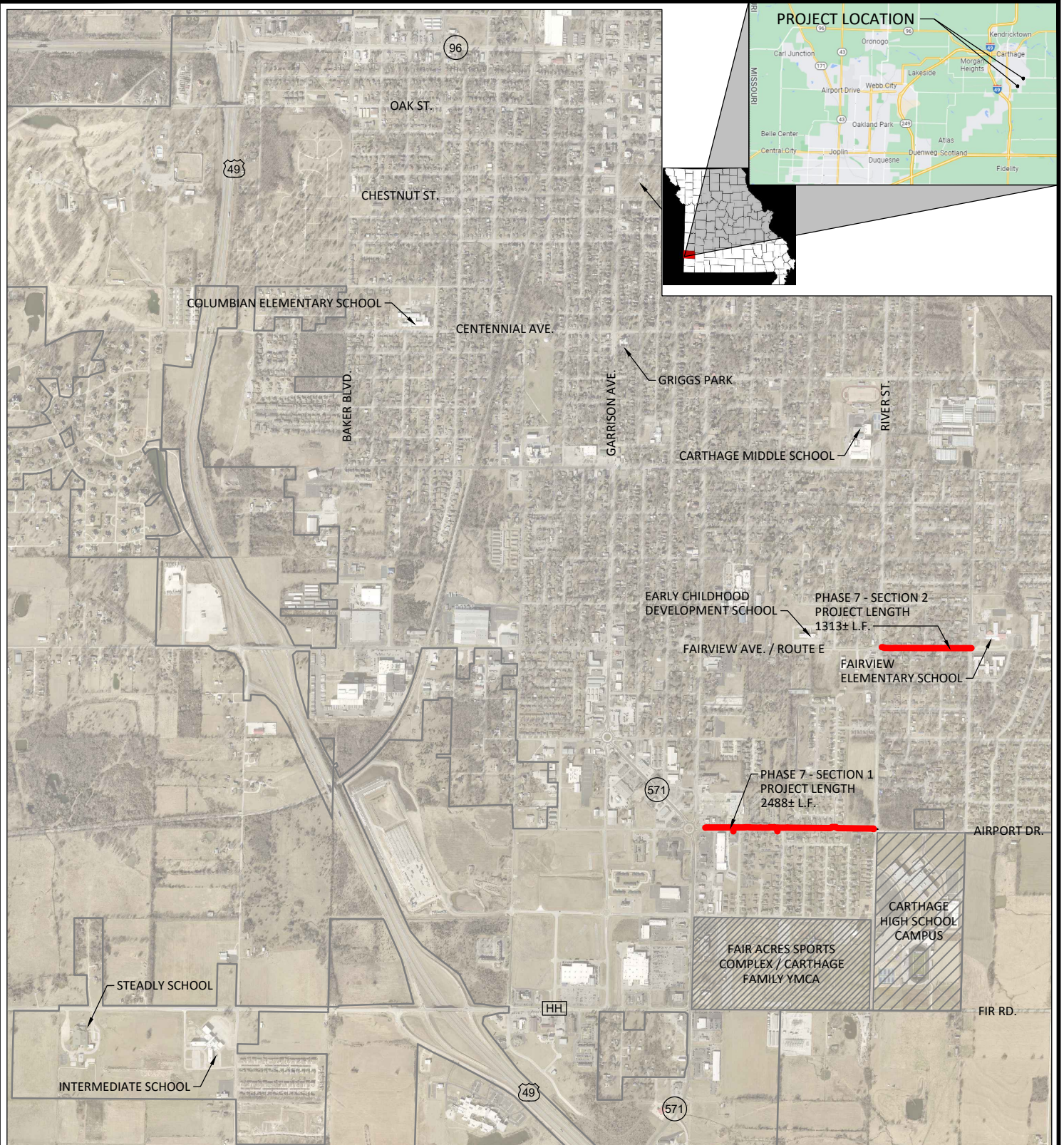
The construction plans for this project are currently:

- ☐ Complete
 % Complete
☒ Not Started

Completed TAP application packets must be submitted by email to the respective District representative and be received by 4:00 p.m. on **August 24, 2023. MoDOT reserves the right to deem a TAP application package ineligible for funding if not received by the prescribed deadline. In the event an LPA is unable to provide an emailed PDF copy of the application; the LPA shall coordinate with the district representative and deliver the completed project application by prescribed deadline.**

FINAL SUBMISSION DUE DATE FOR ALL DOCUMENTATION
August 24, 2023 by 4:00pm CDT

PROJECT LOCATION - ATTACHMENT A



0 (IN FEET) 2000

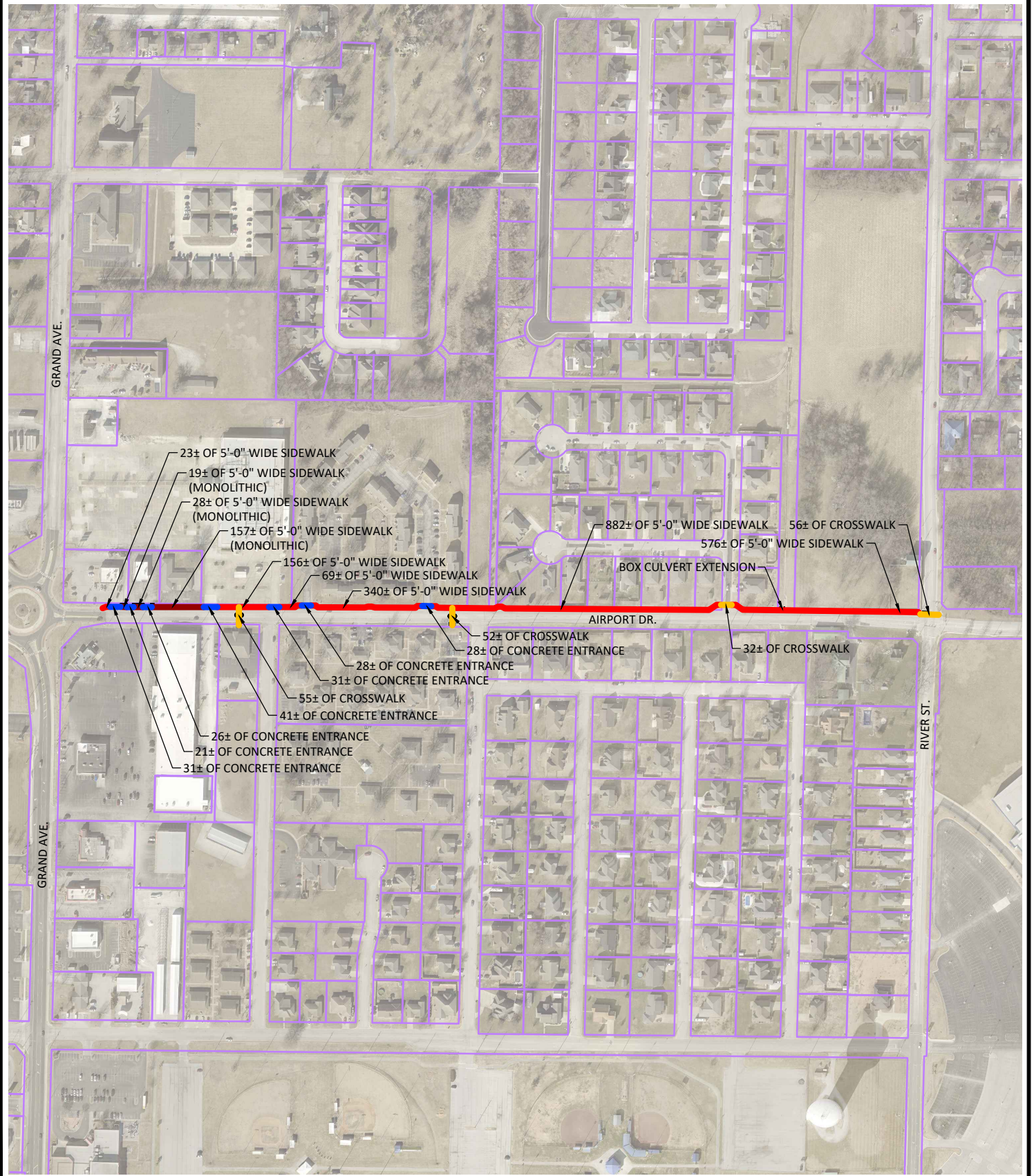
ATTACHMENT - A

CITYWIDE SIDEWALK IMPROVEMENTS PHASE 7

AIRPORT DR. & FAIRVIEW AVE.
CARTHAGE, MISSOURI



PROJECT INFORMATION - ATTACHMENT B



ATTACHMENT - B - SECTION 1

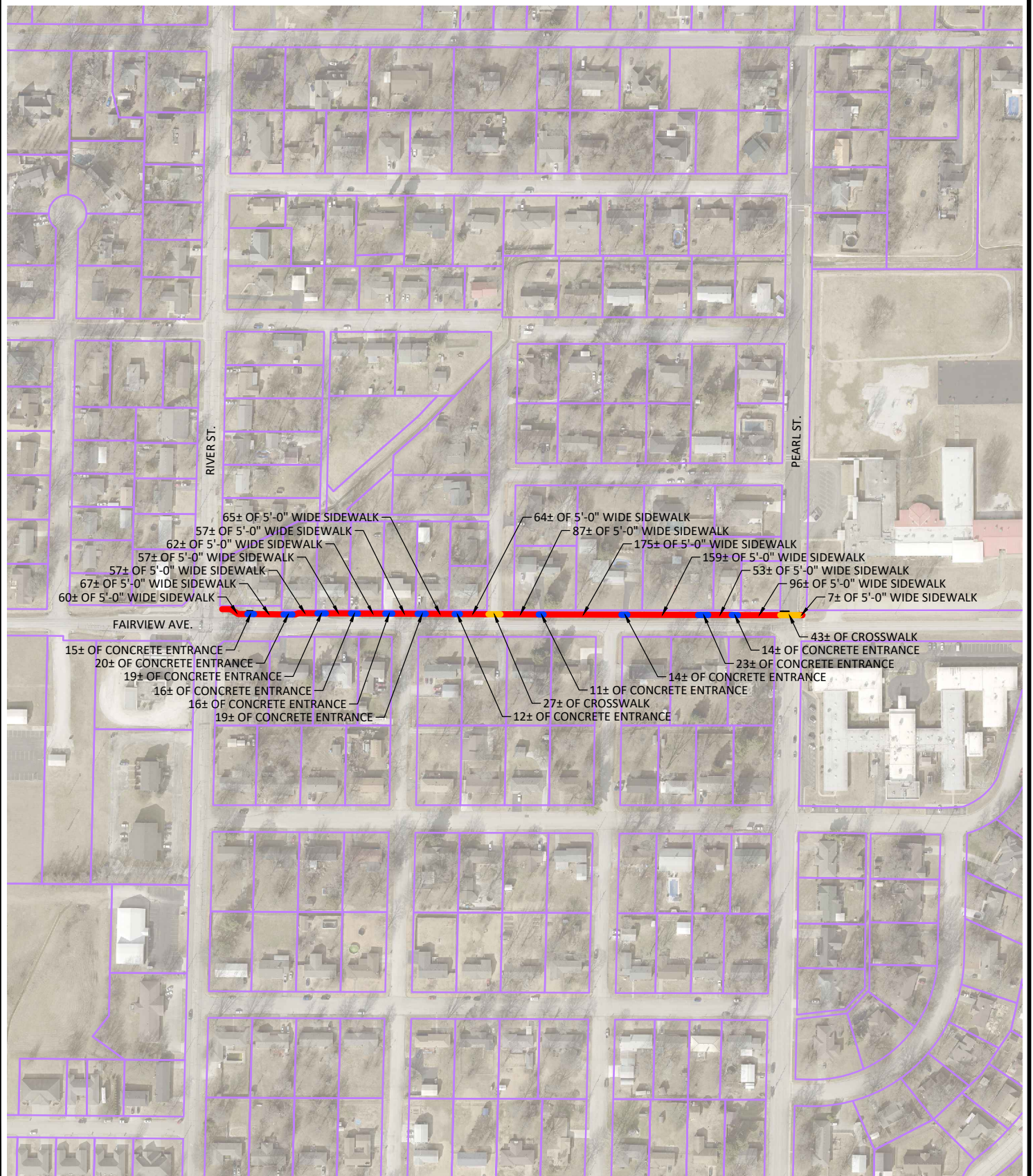
CITYWIDE SIDEWALK IMPROVEMENTS PHASE 7

AIRPORT DR. & FAIRVIEW AVE.
CARTHAGE, MISSOURI



PHONE: 417-800-2500
1221 OAK ST.
CARTHAGE, MO 64836

PROJECT INFORMATION - ATTACHMENT B



ATTACHMENT - B - SECTION 2

CITYWIDE SIDEWALK IMPROVEMENTS PHASE 7

AIRPORT DR. & FAIRVIEW AVE.
CARTHAGE, MISSOURI



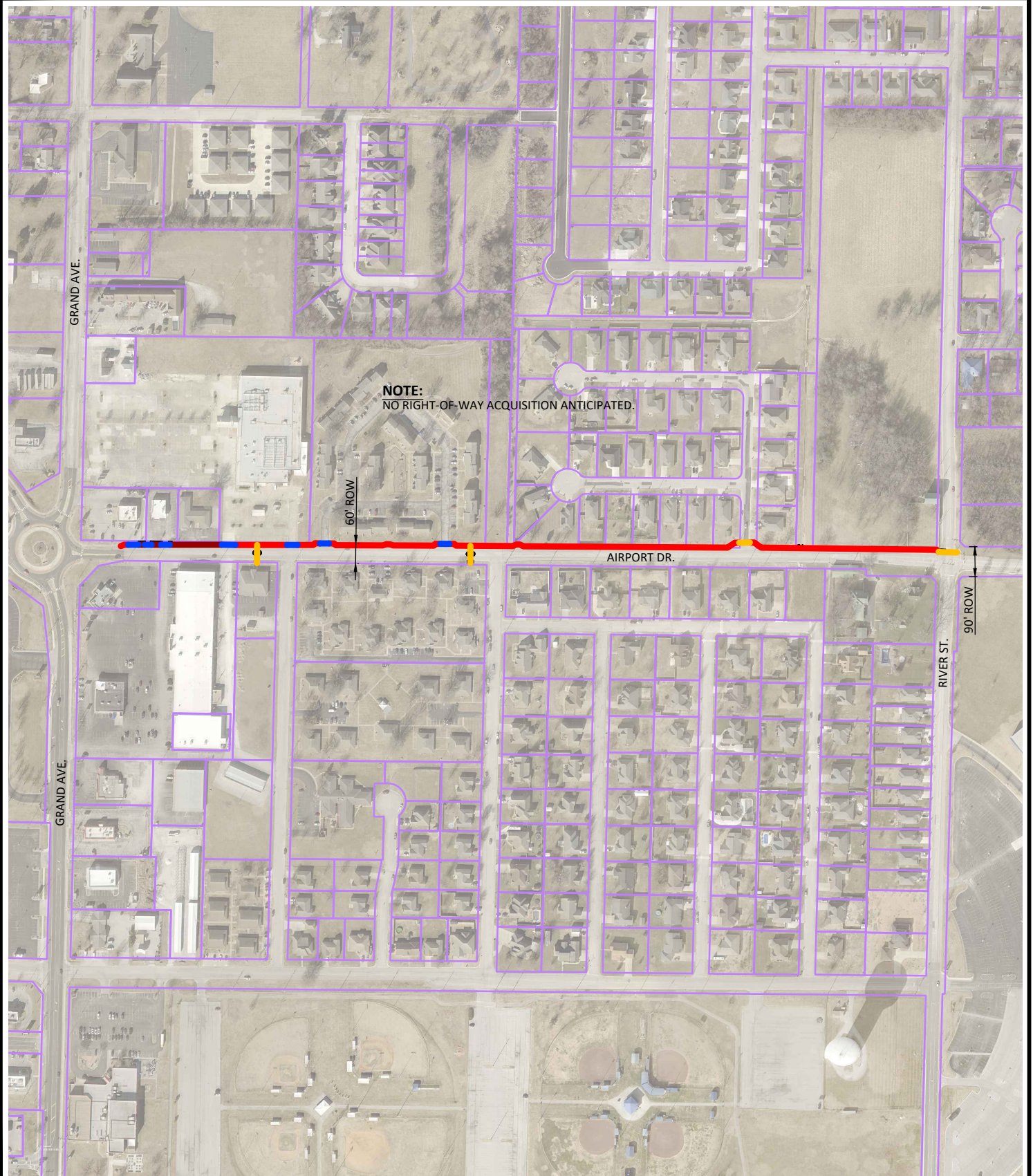
Carthage Citywide Sidewalk Improvements, Phase 7



Carthage Citywide Sidewalk Improvements, Phase 7



PROPERTY OWNERSHIP & ACQUISITION INFORMATION - ATTACHMENT F



0 (IN FEET) 400

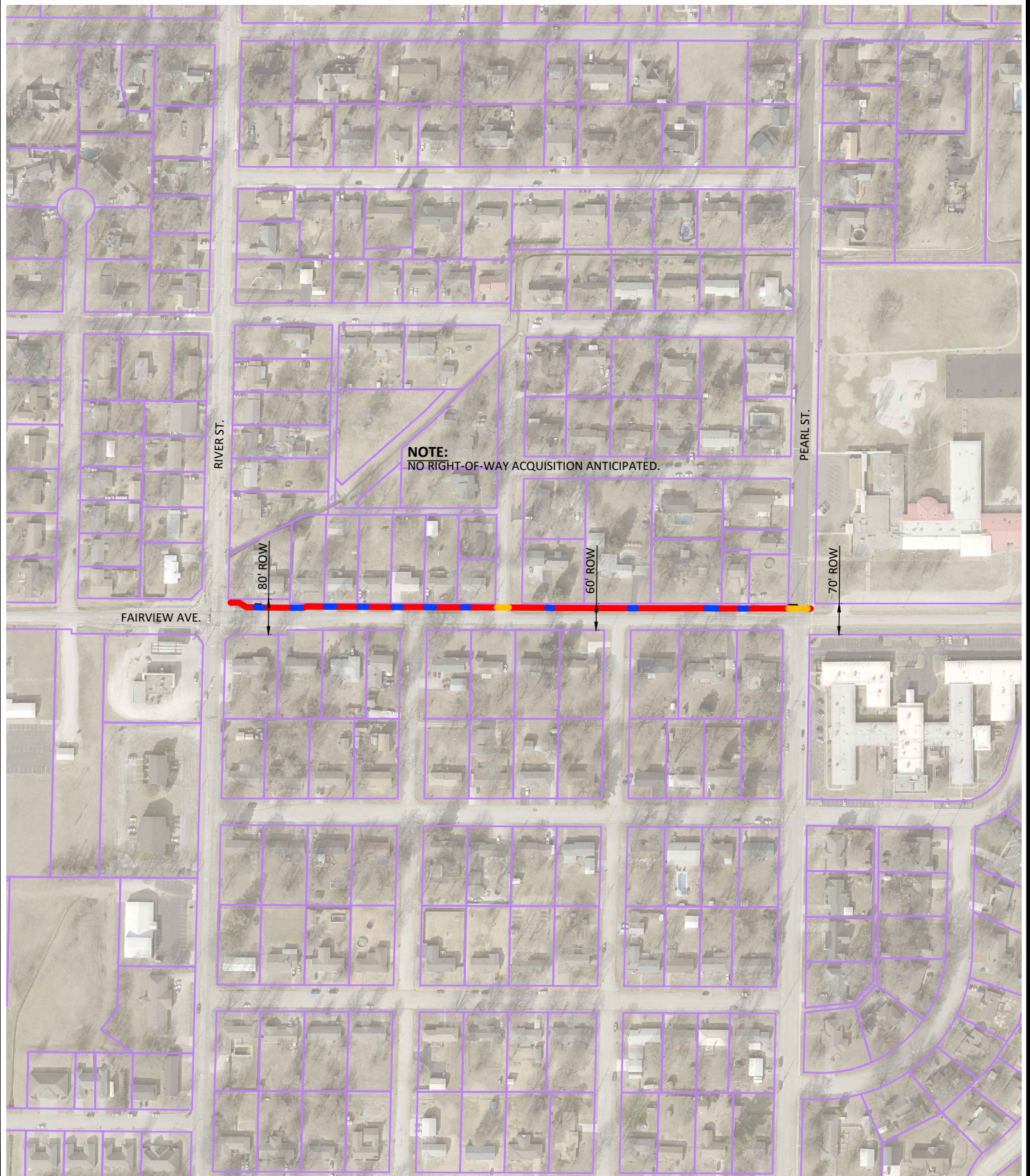
ATTACHMENT - F - SECTION 1

CITYWIDE SIDEWALK IMPROVEMENTS
PROPERTY OWNERSHIP & ACQUISITION

AIRPORT DR. & FAIRVIEW AVE.
CARTHAGE, MISSOURI



PROPERTY OWNERSHIP & ACQUISITION INFORMATION - ATTACHMENT F



0 (IN FEET) 300

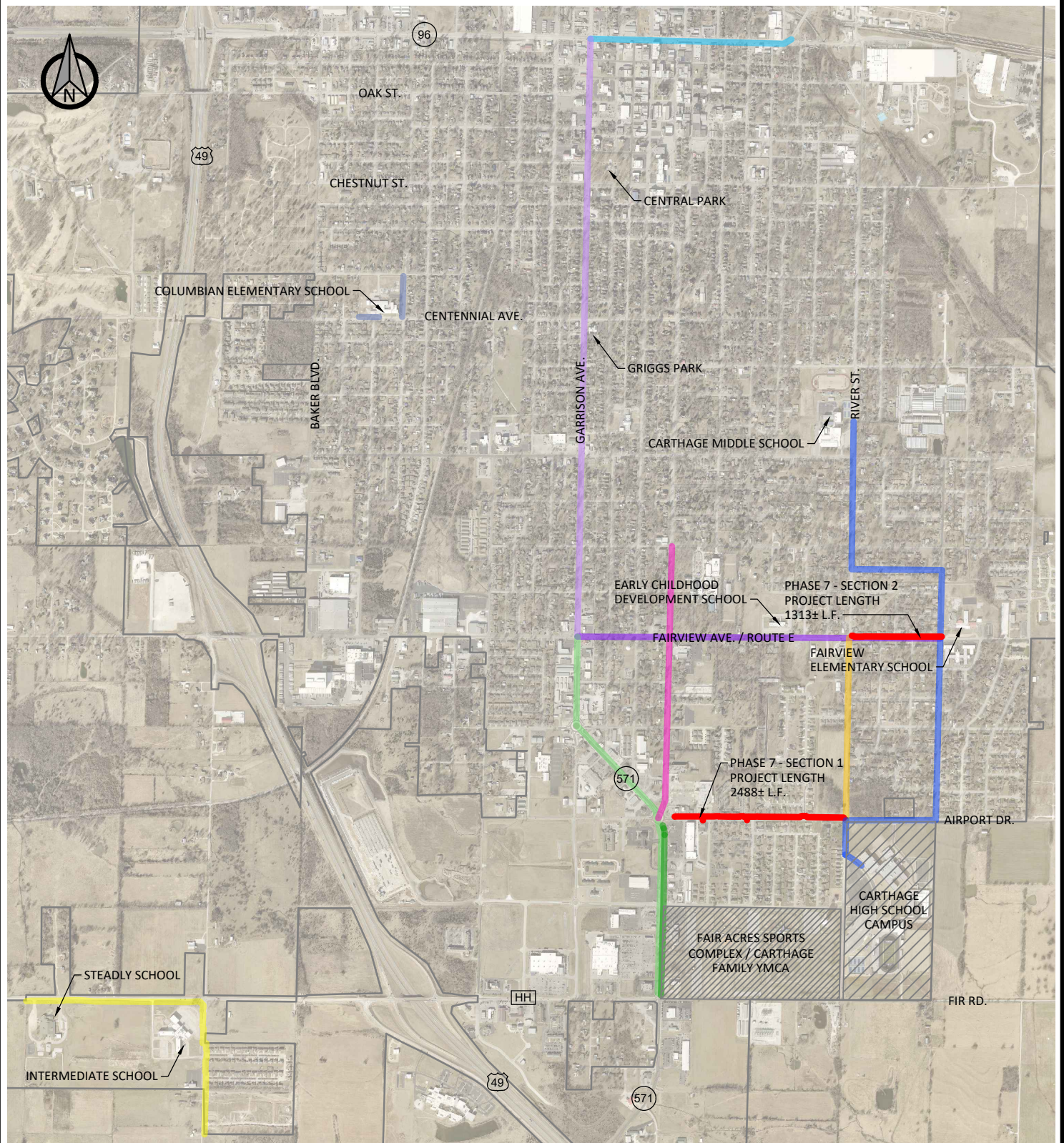
ATTACHMENT - F - SECTION 2

CITYWIDE SIDEWALK IMPROVEMENTS
PROPERTY OWNERSHIP & ACQUISITION

AIRPORT DR. & FAIRVIEW AVE.
CARTHAGE, MISSOURI



TRANSITION PLAN - ATTACHMENT G



SIDEWALK IMPROVEMENTS

- PHASE 1, STP-1600(711), COMPLETED 2012
- PHASE 2, TAP-1604(702), COMPLETED 2016
- PHASE 3, TAP-1601(702), COMPLETED 2018
- MODOT PROJECT J7S3284, COMPLETED 2019
- PHASE 4, TAP-1601(703), COMPLETED 2021
- PHASE 5, TAP-1601(704), IN PROGRESS
- PHASE 6, TAP-1601(705), IN PROGRESS
- PHASE 7, 2023 TAP APPLICATION
- PHASE 8, FUTURE PHASE
- PHASE 9, FUTURE PHASE
- PHASE 10, FUTURE PHASE

ATTACHMENT - G

CITYWIDE SIDEWALK IMPROVEMENTS PHASE 7

AIRPORT DR. & FAIRVIEW AVE.
CARTHAGE, MISSOURI



RAILROAD RIGHT OF ENTRY LETTER/AGREEMENT - ATTACHMENT H

Railroad Right of Entry Letter/Agreement - Attachment H

(Not Applicable)

ATTACHMENT I - LOCAL/REGIONAL PLAN

The City of Carthage has an overall sidewalk improvement program and is currently completing an ADA Transition Plan to which will be adopted with the goal of improving safety for pedestrians and bicyclists using city sidewalks, trails, and facilities. This project will continue the Citywide Sidewalk Improvement plan, which has pursued TAP funding for previous completed phases to provide safe corridors for pedestrians and bicyclists between residential areas, schools, and parks.

ENGINEER'S OPINION OF PROBABLE COST

CARTHAGE CITYWIDE SIDEWALK IMPROVEMENT PROJECT
CARTHAGE, MISSOURI
AUGUST 2023

ATTACHMENT J - ITEMIZED BUDGET

SECTION 1 - AIRPORT DRIVE					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	REMOVAL OF IMPROVEMENTS	LS	1	\$ 35,000.00	\$ 35,000.00
	LINEAR GRADING - CLASS 2	STA	21.7	\$ 800.00	\$ 17,389.60
	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	SY	1,553.6	\$ 8.00	\$ 12,428.71
	ADA DETECTABLE WARNING STRIPS	SF	110.6	\$ 30.00	\$ 3,318.00
	CURB & GUTTER	LF	51.0	\$ 40.00	\$ 2,040.00
	CURB	LF	140.0	\$ 50.00	\$ 7,000.00
	CONCRETE SIDEWALK, 4 IN. THICK, 5' WIDE INCLUDING RAMPS	SY	1,146.0	\$ 55.00	\$ 63,031.83
	CONCRETE SIDEWALK, 4 IN. THICK, 5' WIDE (MONOLITHIC)	SY	111.9	\$ 60.00	\$ 6,715.33
	CONCRETE DRIVEWAY ENTRANCES, 8 IN. THICK	SY	248.5	\$ 85.00	\$ 21,122.50
	CONCRETE ISLAND, 8 IN. THICK	SY	47.1	\$ 105.00	\$ 4,949.00
	24" RCP	LF	13.0	\$ 105.00	\$ 1,365.00
	CURB INLET (4' x 4')	EACH	1.0	\$ 4,500.00	\$ 4,500.00
	CONCRETE CULVERT EXTENSION (8"W x 5'L x 4'H) W/ WINGWALLS	LS	1.0	\$ 4,000.00	\$ 4,000.00
	12" HEADWALL	LF	30.0	\$ 65.00	\$ 1,950.00
	HAND RAIL	LF	30.0	\$ 75.00	\$ 2,250.00
	TEMPORARY TRAFFIC CONTROL	LS	1.0	\$ 6,000.00	\$ 6,000.00
	MOBILIZATION	LS	1.0	\$ 25,000.00	\$ 25,000.00
	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 6 IN	LF	291.0	\$ 2.00	\$ 582.00
	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN	LF	14.0	\$ 10.00	\$ 140.00
	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 30 IN	LF	72.0	\$ 8.00	\$ 576.00
	SEEDING & MULCH	AC	1.0	\$ 9,000.00	\$ 9,000.00
	TEMPORARY SEDIMENT & EROSION CONTROL	LS	1.0	\$ 200.00	\$ 200.00
	RECTANGULAR RAPID FLASHING BEACON (R.R.F.B.)	EACH	4.0	\$ 7,500.00	\$ 30,000.00
	PERMANENT TRAFFIC CONTROL SIGNING	SF	40.0	\$ 64.00	\$ 2,560.00
	PEDESTRIAN SIGNAL HEADS - AIRPORT AND RIVER STREET INTERSECTION SIGNAL	EACH	1.0	\$ 17,500.00	\$ 17,500.00

SECTION 1 - CONSTRUCTION SUBTOTAL \$ 278,617.98

SECTION 2 - FAIRVIEW AVENUE					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	REMOVAL OF IMPROVEMENTS	LS	1	\$ 30,000.00	\$ 30,000.00
	LINEAR GRADING - CLASS 2	STA	11	\$ 800.00	\$ 8,574.40
	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	SY	822	\$ 8.00	\$ 6,578.31
	ADA DETECTABLE WARNING STRIPS	SF	40	\$ 30.00	\$ 1,200.00
	CONCRETE SIDEWALK, 4 IN. THICK, 5' WIDE INCLUDING RAMPS	SY	591	\$ 60.00	\$ 35,446.00
	CONCRETE DRIVEWAY ENTRANCES, 8 IN. THICK	SY	232	\$ 85.00	\$ 19,679.39
	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 6,000.00	\$ 6,000.00
	MOBILIZATION	LS	1	\$ 25,000.00	\$ 25,000.00
	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 6 IN	LF	141	\$ 1.50	\$ 211.50
	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN	LF	19	\$ 6.00	\$ 114.00
	SEEDING & MULCH	AC	1	\$ 9,000.00	\$ 9,000.00
	TEMPORARY SEDIMENT & EROSION CONTROL	LS	1	\$ 200.00	\$ 200.00
	RECTANGULAR RAPID FLASHING BEACON (R.R.F.B.)	EACH	4	\$ 7,500.00	\$ 30,000.00
	PERMANENT TRAFFIC CONTROL SIGNING	SF	30	\$ 64.00	\$ 1,920.00
	PEDESTRIAN SIGNAL HEADS - FAIRVIEW AND RIVER STREET INTERSECTION SIGNAL	EACH	1.0	\$ 17,500.00	\$ 17,500.00

SECTION 2 - CONSTRUCTION SUBTOTAL \$ 191,423.60

TOTAL CONSTRUCTION ESTIMATED COST \$ 470,041.58

ROW ACQUISITION \$ -

CONTINGENCIES @10% \$ 47,004.16

PRELIMINARY ENGINEERING \$ 52,650.00

CONSTRUCTION ENGINEERING, ADMINISTRATION & INSPECTION \$ 47,250.00

PROJECT COST TOTAL \$ 616,945.74

20% LOCAL MATCH \$ 123,389.15

80% FEDERAL FUNDS REQUESTED \$ 493,556.59