City of Carthage, Missouri
CITY COUNCIL

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

AGENDA

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance to Flag**
4. **Calling of the Roll**
5. **Reading and Consideration of Minutes of Previous Meeting**
   1. Approval of August 22, 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
    2. Financial Reports
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. 23-57 -- 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.

2. 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.
3. C.B. 23-59 -- An Ordinance repealing and replacing the cost recovery fees for the Parks Department, in the City of Carthage, Missouri.
4. 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.
5. 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

16. New Business

1. C.B. 23-62 -- An Emergency Ordinance to authorize the Mayor to apply for federal financial assistance on behalf of the City of Carthage and to execute any contract(s) resulting from such application for any grants between the City of Carthage and the Missouri Highways and Transportation Commission providing for capital, operating, and/or marketing assistance, comprised of federal funds to be expended for Commission-approved transit projects.
2. C.B. 23-63 -- An Ordinance amending the Annual Operating and Capital Budget of the City of Carthage for Fiscal Years 2022-2023 and 2023-2024 for the General Fund
3. C.B. 23-64 -- An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Total Electronics Contracting, Inc. for installing door access controls for security at City Hall.
4. C.B. 23-65 -- An Ordinance of the City of Carthage, Missouri authorizing the Mayor to enter into a Contract between the City of Carthage, Missouri and G&G Construction Co. Inc. for sidewalk improvements along River St. between Fairview and Airport Drive, pursuant to TAP 1601(704), in the amount of $318, 269.23 in the City of Carthage, Missouri.
5. C.B. 23-66 -- An Ordinance establishing a nuisance and abatement violation cost recovery fee, in the City of Carthage Missouri
6. C.B. 23-67 -- An Ordinance to amend Chapter 13 of the Code of the City of Carthage to add Article IX: Aesthetic Regulations, in the City of Carthage, Missouri.
7. C.B. 23-68 -- An Ordinance authorizing a special use permit for operation of a Carnival at Fair Acres Sports Complex, in the City of Carthage, Jasper County, Missouri.
8. C.B. 23-69 -- An Ordinance to amend Section 2-317 and Section 2-121 of the Carthage Code to include the Members of the CWEP Board under the removal procedure the same as officers of the City and to change the removal to be for cause for all officers of the City, in the City of Carthage, Missouri.

17. Mayor's Appointments

1. Kellogg Lake Board Liaison

18. Resolutions

1. Resolution 2007 - A Resolution approving the recommendation of the McCune-Brooks Regional Hospital Trust for the distribution of funds ($60,000.00 for 5 years) from the Restricted Trust Fund to Global Transformation International
2. Resolution 2008 - A Resolution approving the recommendation of the McCune-Brooks Regional Hospital Trust for the distribution of funds ($6,000.00) from the Restricted Trust Fund to Vision Carthage

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

City of Carthage, Missouri
CITY COUNCIL

August 22, 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, Ed Hardesty, Alan Snow, Mark Elliff, and Tiffany Cossey.

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

The following Department Heads were present: Police Chief Bill Hawkins, Fire Chief Ryan Huntley, 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. Taylor, to approve the minutes of the August 8, 2023 Council Meeting. Motion carried unanimously.

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

During Citizen's Participation, Jeff Meredith spoke about Economic Development Incentives and stated he will be attending some of the committee meetings in the month of September, and offered to make videos for council and the public to help aid in education about some of the EDI plans.

Jonathan Roberts, 6226 County Road 120, thanked the City and the Council for allowing the Fair Acres YMCA to manage the City's outdoor pools over the summer. He reported on working with Carthage Parks Department and YMCA staff while making changes to the programs, making pool repairs, and the use of the new chlorination system. He reported large numbers of pool users for each pool, and said this summer's pool season went very well. He also reported there was lower attendance numbers than summer 2022, due to being open less this year.

Bren Flanigan, 801 S. Country Club Road, spoke of his displeasure with the CWEP/City issue. He offered his opinions on why he feels there is a breakdown of communication between the two.

Jana Schramm, 1521 Grand, spoke about her concerns regarding issues relating to the CWEP/City issue, expressed concerns about administration, and thanked certain members of council for being willing to open discussion about the CWEP board.

Darren Collier, 528 E. Centennial, Chairman of the Police and Fire Pension, discussed C.B. 23-60. BMO Harris Bank will no longer be the trust service provider for the pension, the trust will be transferred to MITC, beginning December 2023. No changes in fee schedules will occur at this time.

Mr. Snow reported the Budget Ways & Means Committee met on August 14 and August 16. He reported meeting with Boots Foundation about handling tourism and their visitor's center. In the meeting on August 16, he reported the discussion of hiring a tourism director, and the committee voted to have City staff move forward with the hiring. A motion was made to have the tourism director help Boots Foundation apply for a McCune-Brooks Trust grant, to be used to help complete the greenspace at Boots Court Visitor's Center. Their next meeting will either be a week early or week later due to the MML conference and depending upon member availability.

Ms. Blair reported that the Committee on Insurance met on this date and approved claims. She reported the discussion of pros/cons of C.B. 23-56. The committee voted to forward the original version due to the time constraint and to actively work on revising the ethics ordinance so there aren't two separate ones in the future. Ms. Blair also reported the discussion to amend the job descriptions of the Parks Superintendent and Golf Maintenance Supervisor to make the change from exempt to non-exempt positions and to add a weight to the heavy lifting requirement. Ms. Blair made a motion, seconded by Mr. Hardesty, to amend the job descriptions from exempt to non-exempt with the addition of the weight specifications. Motion carried. The committee also discussed approving up to $135 per employee for testing at the City's Health Fair being held in September. Ms. Blair made a motion, seconded by Ms. Cossey, to approve $135 per employee for testing at the Health Fair. Motion carried. During staff reports, Ms. Cox reported on the severing of services with OpenGov and closing the year-end financials. Mr. Dagnan spoke about the forensic audit. The next meeting is scheduled for September 12.

Mr. Elliff reported that the Public Safety Committee met August 21st. Reported under old business was the concern of a citizen about front yard parking, and possible changing of this ordinance. Chief Hawkins and Mr. Carney do not believe the ordinance needs changed. Also discussed was the Maple Leaf 5K Race to be held on Friday October 20, 2023. Mr. Elliff made a motion, seconded by Mr. Snow, to close George E Phelps Blvd., at Grand Ave to S Fulton Street, will be closed from 5:30pm to 7:30pm on Friday October 20th for the runners. Motion carried. There will also be officers present at race crossings limiting access from Airport Drive to Clinton Street. The 2023 Rallye in the Park will be held on September 17, 2023. Mr. Elliff made a motion, seconded by Mr. Snow, to approve the Street closures and backing into parking spaces for this event around and connected to the 800 block of S Main Street, S Main Street between Chestnut Ave and 9th Street and 9th Street between Main Street and Lyon Street be closed from 7am-3pm and Chestnut between Main Street and Lyon Street be closed from 12pm-3pm. In addition, vehicles have been given permission to back into parking spaces on Chestnut in the closed areas. In the event of inclement weather, the 800 block of Main between the main building and the Lighthouse building, 9th Street between Main and Lyon, and Chestnut Street between Lyon and Grant will be closed from 12pm - 3pm. Motion carried. Also discussed were the events taking place during Maple Leaf Festival, Julie Reams presented to the committee a packet of information with the different events. The road closures

are the same as the past, she also asked for officer assistance for Octoberfest, the Taco Tuesday event, and for the Beer Garden on the square on Friday October 20. Mr. Elliff made a motion, seconded by Mr. Snow to approve the closures as in the past, the events, and to allow the vendors to sell under the Chamber for the Maple Leaf Festival. Motion carried. The Sheriff's annual fund raiser was discussed. Mr. Elliff made a motion, seconded by Mr. Hardesty, to close the South side of the square on October 7 from 4:30 – 9 PM. Motion Carried. Bids for the Fire Departments brush truck skid unit were discussed. There were 3 bids received. Mr. Elliff made a motion, seconded by Mr. Hardesty, to accept the lowest and best bid for the skid unit in the amount of $21,298.00. Motion carried. The next meeting is scheduled for September 18.

Mr. Hardesty reported that the Public Service Committee met August 15th. He reported the discussion of the KCAH fundraiser event in Carter Park. Mr. Hardesty made a motion, seconded by Ms. Heckmaster to allow the use of Carter Park on September 3 from 12-3 pm. Motion carried. Julie Reams presented the Maple Leaf events for this year and requested the use of the parks for multiple events. Mr. Hardesty made a motion, seconded by Ms. Ensor to allow the use of the parks for the Maple Leaf events. Motion carried. Council Bills 23-57 for the Fairway IQ contract and Council Bill 23-58 for the golf simulator agreement were also discussed. The committee discussed reinstating the Little League Charter. Mr. Hardesty made a motion, seconded by Mr. Armstrong to reinstate the Little League Charter. Motion carried. Also discussed was a parks events and programming funding, this will be reviewed again later. There was also a parks equipment and liability waiver presented to the committee for volunteers using parks equipment. Mr. Hardesty made a motion, seconded by Ms. Ensor to approve the equipment liability waiver. Motion carried. An independent contractor agreement for umpires and referees was discussed and approved. Mr. Hardesty made a motion, seconded by Ms. Heckmaster to approve the independent contractor agreement for umpires and referees and allow the Parks and Recreation Event Coordinator to be the City's representative of these agreements. Motion carried. An independent contractor agreement for Third Party Programming was discussed and approved. Mr. Hardesty made a motion, seconded by Ms. Heckmaster to approve the independent contractor agreement for Third Party Programming for classes, lessons and other various items and allow the Parks and Recreation Event Coordinator to be the City's representative of these agreements. Motion carried. The Halloween event on Grand and Main was discussed. The committee would like to officially close those streets for Halloween and allow portapotties and food trucks to park along the streets. Mr. Hardesty made a motion seconded by Mr. Taylor to approve the closures. After discussion, Mr. Elliff made a motion to table the previous motion until the September 26 Council Meeting after the Public Safety committee has a chance to review more information regarding the closures and additional items. Motion carried with Mr. Armstrong casting a nay vote. The committee approved new Memorial Hall rates, this would change it from a daily rate to an hourly rate which would allow for shorter events to take place. Mr. Hardesty made a motion, seconded by Mr. Armstrong to approve the rate changes for Memorial Hall. Motion carried. The 50 foot manlift bid was reviewed and came in $20,000 more than what was budgeted, so that bid was rejected. The Parks and Recreation Pricing and Cost Recovery Policy was discussed. The committee would like to make changes to simplify and shorten the language. The new policy appears in Council Bill 23-59. There is also an infestation of the trees by Emerald Ash Borer and many trees in the parks would need to be removed to stop the spread. The next meeting is scheduled for September 19.

Mr. Armstrong reported the Public Works Committee is between meetings. The next meeting is September 5. Mr. Armstrong reported that Resolution 2006 has been done in the past for the other TAP phases, and he believes this is one of the best grant programs the City has participated in.

Special Committee and Board Liaison Reports were given by Mr. Snow for the Carthage Water & Electric Plant Board, Mr. Armstrong for the Battle of Carthage, Inc., Ms. Blair for the Humane Society, and Ms. Blankenship for the Kellogg Lake Board.

Mayor Rife asked for a motion to contract with Lauber Law Firm for representation as special counsel for general municipal matters. Mr. Armstrong made a motion, seconded by Mr. Hardesty to contract with Lauber Law Firm for representation as special counsel for general municipal matters. Motion carried. Mayor Rife also asked for a motion to move the September 12 Council Meeting to September 14th at 5:30. Mr. Elliff made a motion, seconded by Mr. Hardesty motion to move the September 12 Council Meeting to September 14th at 5:30. Motion carried. Mayor Rife also reminded the Council of the work session on Monday at 5:30, with dinner beforehand for Council.

During reports from Council members, Mr. Snow encouraged that people put their differences aside and work together in order to move forward. Ms. Heckmaster questioned the article in the newspaper and how it came to be. Ms. Cossey expressed her concerns that she doesn't see there was a hiring committee when Mr. Dagnan was hired, that there was no contract, and has concerns about Mr. Dagnan's permission from Council for living outside the city limits, and his salary being set by ordinance.

City Attorney Nate Dally addressed the article in the newspaper, informed the council that Lauber Municipal Law Firm would be aiding in answering the questions raised by Ms. Cossey, discussed C.B. 23-56, spoke about severing the contract with OpenGov, and spoke briefly about the changes to CaseNet and the Police Department's ticketing system.

Police Chief Bill Hawkins reported he has two employees in the Police Academy.

Fire Chief Ryan Huntley reported the department aided in the Sudstock event last weekend, and will be helping with the Paddle Battle this coming weekend.

Parks and Recreation Director Abi Almandinger thanked Jonathan with the YMCA for his help over the summer, and invited everyone to attend the ribbon cutting ceremony at Carter Park at 4 PM on August 23.

City Administrator Greg Dagnan reported the hiring of a tourism director, who will begin work the second week of September. He stated there are currently no recall petitions, and addressed the CWEP/City issue. He also stated that he will speak with anyone to answer and questions they might have about any issue.

The Committee on Claims filed a report in the amount of $834,460.79 against the following funds: General Revenue $100,654.06, Public Health $168,061.26, Civic Enhancement $106,337.50, Parks/Stormwater $1,712.00, Fire Protection $4,000.50, Golf $14,689.70, Capital Improvements $11,062.72, Use Tax $3,033.00, Public Facilities $2,316.50, ARPA $789.47,

and Payroll $421,804.08. Ms. Blair made a motion, seconded by Ms. Cossey, to accept the report and allow the claims. Motion carried.

Under Old Business C.B. 23-53 -- 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 was placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Ed Hardesty, Alan Snow, Mark Elliff, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 23-59.

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) was placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Ed Hardesty, Alan Snow, Mark Elliff, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 23-60.

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 second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Ed Hardesty, Alan Snow, Mark Elliff, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 23-61.

Under New Business, C.B. 23-56 -- An Emergency Ordinance to establish a procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials was placed on first reading.

Mr. Armstrong made a motion, seconded by Mr. Elliff, to forward the council bill to second reading due to its emergency status. Motion carried.

C.B. 23-56 -- An Emergency Ordinance to establish a procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials was placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Ed Hardesty, Alan Snow, Mark Elliff, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 23-62.

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 was placed on first reading with no action taken.

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

was placed on first reading with no action taken.

C.B. 23-59 -- An Ordinance repealing and replacing the cost recovery fees for the Parks Department, in the City of Carthage, Missouri was placed on first reading with no action taken.

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 was placed on first reading with no action taken.

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 was placed on first reading with no action taken.

During Mayor's Appointments,

Mr. Elliff made a motion, seconded by Mr. Snow, to approve the appointment of Joe Ryder to the McCune-Brooks Hospital Board until January 2027. Motion Carried.

Mr. Elliff made a motion, seconded by Mr. Snow, to approve the reappointment of Bill Barksdale to the Planning, Zoning, & Historic Preservation Commission until August 2027. Motion Carried.

Mr. Armstrong made a motion, seconded by Mr. Snow, to approve the reappointment of Michael Miller to the Care Leave Committee until August 2025. Motion Carried.

Mr. Armstrong made a motion, seconded by Mr. Snow, to adopt 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. Resolution 2006 was adopted after a roll call vote of 10 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Ed Hardesty, Alan Snow, Mark Elliff, and Tiffany Cossey.

During Closing Comments, Ms. Blair asked that council and citizens use their feelings constructively, and to gain perspective on current issues. Mr. Hardesty expressed his frustration with the ongoing CWEP/City issue and stated he expects to see several names on the ballot come election time. He encouraged that people work together, and not against each other, and stated that he is proud of the City employees and the CWEP employees for their hard work. Mr. Snow stated he is excited for fall, Carthage football and soccer, and thanks the teachers for their work. Ms. Cossey stated she believes all current council members are have pure intentions, that Mr. Elliff is a man of conscience, and that council members have the right to vote how they want. She encourages the City to have more transparency. Ms. Ensor stated, in regard to an earlier comment, that she was under the impression the Ad Hoc Committee was formed, in part, to aid in the conduction of the Salary Study for CWEP, and thanked Julie for her hard work.

Ms. Blankenship made a motion, seconded by Mr. Armstrong, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 8:30 p.m.

_____
Dan Rife, Mayor

_____
Miranda Deal, City Clerk

City of Carthage, Missouri
PUBLIC SERVICES COMMITTEE

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

MINUTES

1. Call to Order

2. Old Business

1. Approval of Previous Minutes

ACTION:	Motion to accept/approve item 2.1. by Trudy Blankenship; second by None; Motion with a 4:0
AYES:	Brandi Ensor, Terri Heckmaster, Trudy Blankenship, Ed Hardesty
NOES:	None
ABSTAIN:	None

3. Citizen Participation

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

4. New Business

1. Consider and Discuss KCAH Event in Carter Park.

Ms. Almandinger introduced Francisco Bonilla with KCAH to discuss their event. Mr. Bonilla explained that his was a past yearly event, prior to covid, that was used to raise funds for KCAH, the local Hispanic radio staion. Mr. Bonilla is requesting to use Carter Park on Sunday, September 3rd from 12pm-3pm for an event open to the public that will include music, bounce houses, and food.
Ms. Ensor motioned to approve use of Carter Park on Sunday September 3rd, from 12pm-3pm for KCAH Event.

ACTION:	Motion to accept/approve item 4.1. by Brandi Ensor; second by None; Motion passed with a 4:0
AYES:	Brandi Ensor, Terri Heckmaster, Trudy Blankenship, Ed Hardesty
NOES:	None
ABSTAIN:	None

2. Consider and Discuss Maple Leaf Festival.

Ms. Almandinger introduced Julie Reams from the Carthage Chamber of Commerce. Ms. Reams spoke about the Maple Leaf Festival this year, and reviewed the itinerary with the Committee. Changes this year includes a longer Oktoberfest, a Taco Tuesday, and the Chicken Pageant is returning.
Ms. Heckmaster motions to approve use of parks for all events for 2023 Maple Leaf Festival.

ACTION:	Motion to accept/approve item 4.2. by Terri Heckmaster; second by None; Motion passed with a 4:0
AYES:	Brandi Ensor, Terri Heckmaster, Trudy Blankenship, Ed Hardesty
NOES:	None
ABSTAIN:	None

3. Consider and Discuss Fairway IQ.

Ms. Almandinger brought forward the contract for the Fairway IQ system. Fairway IQ is a pace of play system that works off of GPS in the carts to regulate where and at what speed the golfers and carts can go.
Ms. Almandinger states the Fairway IQ system would replace a course marshal, in turn save money and time.
The subscription for this system will be a 3-year contract. The annual fee for this system is $8910.00.
Ms. Ensor motioned to approve the contract with Fairway IQ in the amount of $8910.00 annually for the next three years.

ACTION:	Motion to accept/approve item 4.3. by Brandi Ensor; second by None; Motion passed with a 4:0
AYES:	Brandi Ensor, Terri Heckmaster, Trudy Blankenship, Ed Hardesty
NOES:	None
ABSTAIN:	None

4. Consider and Discuss Golf Simulator Contract with YMCA.

Ms. Almandinger brought forward the Marketing and Use Agreement between Carthage Golf Course and Fair Acres YMCA. The agreement would allow the golf course to partner with the YMCA to promote the simulator and the golf course together. Ms. Blankenship motioned to approve the Marketing and Use agreement between the Carthage Golf Course and the Fair Acres YMCA.

ACTION:	Motion to accept/approve item 4.4. by Trudy Blankenship; second by None; Motion passed with a 4:0
AYES:	Brandi Ensor, Terri Heckmaster, Trudy Blankenship, Ed Hardesty
NOES:	None
ABSTAIN:	None

5. Consider and Discuss Little League Charter.

Ms. Almandinger spoke about Carthage Parks and Recreation taking on Carthage Recreation Baseball. Carthage Youth Baseball was previously run by a third party group who no longer has the time to devote to it. It was communicated

by the community that the Little League association would be the best program. Ms. Almandinger stated that Parks and Recreation would like to move forward and reinstate the past Little League charter.
Ms. Blankenship motioned to approve Carthage Parks and Recreation to move forward with reinstating the previous Little League Charter.

ACTION:	Motion to accept/approve item 4.5. by Trudy Blankenship; second by None;
	Motion passed with a 4:0
AYES:	Brandi Ensor, Terri Heckmaster, Trudy Blankenship, Ed Hardesty
NOES:	None
ABSTAIN:	None

6. Consider and Discuss Events and Programming Funding.

   Ms. Almandinger stated that with the new Recreation and Event Coordinator position there has not been any funding allotted to recreation or events and there are multiple programs and recreational activities that we would like to move forward with. Ms. Almandinger introduced the new Recreations and Event Coordinator, Chelsea Cholley, to speak about the program ideas she has. Ms. Cholley spoke about multiple ideas that she has and possible costs associated with each. The committee recommended funding in the amount of $25,000 and to bring forward a policy for recreation, funding, and sponsorships for the Recreation and Event Coordinator. Parks will bring back a policy outlining how recreation funds can be used.

7. Consider and Discuss Parks Equipment Liability Waiver

   Ms. Almandinger brought forward a new Liability Waver. Ms. Almandinger spoke about how the Wavier outlines the potential risks involved and releases Carthage Parks and Recreation and the City of Carthage from any liability resulting from use of equipment. This waiver will cover volunteers using park equipment for work being done at the parks. Ms. Blankenship motioned to approve the Carthage Parks and Recreation Liabilty Waiver.

ACTION:	Motion to accept/approve item 4.7. by Trudy Blankenship; second by None;
	Motion passed with a 4:0
AYES:	Brandi Ensor, Terri Heckmaster, Trudy Blankenship, Ed Hardesty
NOES:	None
ABSTAIN:	None

8. Consider and Discuss Independent Contractor Agreement for Umpires/Referees.

   Ms. Almandinger brought forward the Independent Contractor Agreement for Umpires and Referees. Ms. Almandinger spoke about how this contract would allow the Carthage Parks and Recreation department to hire outside Umpires and Referees for the sports programs. The Independent Contractor Agreement will cover what is expected of all Independent Umpires and Referees. Ms. Almandinger also stated that the Events and Recreation coordinator would have the authority to sign as city representative.
   Ms. Ensor motions to approve the Independent Contractor Agreement for Umpires and Referees.

ACTION: Motion to accept/approve item 4.8. by Brandi Ensor; second by None;
Motion passed with a 4:0

AYES: Brandi Ensor, Terri Heckmaster, Trudy Blankenship, Ed Hardesty

NOES: None

ABSTAIN: None

9. Consider and Discuss Independent Contractor Agreement for Third Party Programming.

Ms. Almandinger brought forward the Independent Contractor Agreement for Third Party Programming. Ms. Almandinger stated that this agreement would allow the Carthage Parks and Recreation to hire third parties to instruct and run lessons, recreational play, and classes in City Parks and Facilities. Ms. Almandinger also stated that the Carthage Events and Recreation Coordinator would have the authority to sign as City Representative.

Ms. Blankenship motioned to approve the Independent Contractor Agreement for Third Party Programming.

ACTION: Motion to accept/approve item 4.9. by Trudy Blankenship; second by None;
Motion passed with a 4:0

AYES: Brandi Ensor, Terri Heckmaster, Trudy Blankenship, Ed Hardesty

NOES: None

ABSTAIN: None

10. Consider and Discuss Halloween Event on Grand and Main.

Ms. Almandinger spoke about planning a Halloween Event on Grand and Main. Ms. Almandinger stated that there is already an existing unofficial event and the Carthage Recreation Department wishes to expand the event and block off Main and Grand from Centennial to Macon.

Ms. Blankenship motioned to Approve the Halloween Event on Grand and Main.

ACTION: Motion to accept/approve item 4.10. by Trudy Blankenship; second by None;
Motion passed with a 4:0

AYES: Brandi Ensor, Terri Heckmaster, Trudy Blankenship, Ed Hardesty

NOES: None

ABSTAIN: None

11. Consider and Discuss Memorial Hall Rates.

Ms. Almandinger spoke about the new Memorial Hall rates. Ms. Almandinger stated that the rates would go from a flat rate to an hourly rate.

The committee reviewed the rates. Ms. Blankenship motioned to approve new rates for Memorial Hall.

ACTION: Motion to accept/approve item 4.11. by Trudy Blankenship; second by None;
Motion passed with a 4:0

AYES: Brandi Ensor, Terri Heckmaster, Trudy Blankenship, Ed Hardesty

NOES: None
ABSTAIN: None

12. Consider and Discuss 50 Foot Manlift Bid.

Ms. Almandinger brought forward a sealed bid for a 50 Foot manlift. Ms. Almandinger stated that there was one bid from Medley Equipment Co. for $63,377.46 and delivery time would be 2025. The committee agreed with the bid being $20,000 more than the allotted funds to reject the bid.

ACTION: Motion to accept/approve item 4.12. by Trudy Blankenship; second by None;
Motion passed with a 4:0
AYES: Brandi Ensor, Terri Heckmaster, Trudy Blankenship, Ed Hardesty
NOES: None
ABSTAIN: None

13. Consider and Discuss Repealing Parks & Recreation Pricing and Cost Recovery Policy.

No action taken.

14. Consider and Discuss Parks & Recreation Pricing and Cost Recovery Policy.

Ms. Almandinger reviewed an updated Pricing and Cost Recovery Policy with the committee. Ms. Almandinger stated that this is the previously passed policy that has been edited to remove unnecessary information as well as some wording that did not apply to Parks and Recreation. Ms. Almandinger stated that this would help anyone wanting to know how pricing is created for programming and rentals. Ms. Blankenship motioned to accept the corrected Pricing and Cost Recovery Policy to be forwarded to council.

ACTION: Motion to accept/approve item 4.14. by Trudy Blankenship; second by None;
Motion passed with a 4:0
AYES: Brandi Ensor, Terri Heckmaster, Trudy Blankenship, Ed Hardesty
NOES: None
ABSTAIN: None

5. Staff Reports

Ms. Almandinger reviewed reports from Parks, Golf, Memorial Hall,the Civil War Museum, Pool, and Lime Scooters. Ms. Almandinger also requested that the Committee review the Parks Master Plan, and rate projects based on importance. Ms. Almandinger talked briefly about the number of ash trees throughout the park system that have been affected by the Emerald Ash Borer and stated they would need to be removed in the future. Ms. Almandinger also talked about new fencing for the stadium located in Carthage Municipal Park.

6. Other Business

7. Adjournment

Ms. Blankenship motioned them to adjourn at 7:20PM.

ACTION: Motion to adjourn item 7. by Trudy Blankenship; second by None;

Motion passed with a 0:0

AYES: None

NOES: None

ABSTAIN: None

City of Carthage, Missouri
PUBLIC SAFETY COMMITTEE

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

MINUTES

1. Call to Order

2. Old Business

1. Approval of 7-17-23 Minutes
   Councilwomen Cossey made a motion to approve the minutes from the 7-17-23 meeting. Motion passed.
2. Consider and discuss ordinance concerning front yard parking - Kathleen Riggins
   Kathleen Riggins did not show up for the meeting. Chief Hawkins updated the committee on the front yard parking at the corner of Highland and Fulton. Chief Hawkins had spoken with Zeb Carney on the issue and they do not believe that the ordinance needs changed. No motion was needed.

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
   Jeannette Nye from the Fair Acres Family YMCA spoke with the committee on the Maple Leaf 5K Race that will be held on Friday October 20,2023. Jeannette is requesting the closure of George E Phelps Blvd., at Grand Ave to S Fulton Street, from 5:30pm to 7:30pm on Friday October 20th for the runners. She is also requesting officers present at race crossings limiting access from Airport Drive to Clinton Street. This is the same route as in years past. Councilwomen Blankenship made a motion to accept the requested road closures. Motion passed.
2. Consider and discuss Rallye in the Park - Jude Champagne
   Jude Champagne spoke with the committee on the 2023 Rallye in the Park. The event will be held on September 17,2023. This event will be the same as years past. For the run, Jude is requesting the closure of the streets around and connected to the 800 block of S Main Street. Requesting that S Main Street between Chestnut Ave and 9th Street and 9th Street between Main Street and Lyon Street be closed from 7am-3pm and Chestnut between Main Street and Lyon Street be closed from 12pm-3pm. In addition to the closure of these blocks,

he is requesting permission to back vehicles into parking spaces on Chestnut in the closed areas. In the event of inclement weather, Mr. Champagne is requesting the closing of the 800 block of Main between the main building and the Lighthouse building,9th Street between Main and Lyon, and Chestnut Street between Lyon and Grant from 12pm - 3pm. This event will be held the same as years past. Councilman Snow made a motion to close the requested streets and times as years passed and to allow vehicles to back into parking spaces for the 2023 Rallye in the Park event. Motion passed.

4. New Business

1. Consider and discuss 2023 Maple Leaf Festival - Julie Reams

Julie Reams spoke with the committee on the 2023 Maple Leaf Festival. She is requesting the following office duty officer assistance for the following events:

- Saturday, October 14, 2023, for Octoberfest in Central Park from 10am - 7pm
- Tuesday, October 17, 2023, for Maple Leaf Festival Taco Tuesday in Central Park from 5pm - 7pm
- Friday, October 20, 2023, for beer garden during Friday night concert on the square (in th designated area) from 6pm - 9:30pm

She is also requesting the following street closures as in years past for the Maple Leaf Festival. All locations closed and vacated:

Requested dates and time for 2023 Maple Leaf Street closures

Date:	Times:	Description	Eve
10/16/2023	5pm-8pm	3rd Street from Main to Grant	Touch & Truck/
10/16/2023	5pm-8pm	Grant Street from 3rd to 4th	Touch & Truck/
10/16/2023	5pm-8pm	4th Street from Grant to Main	Touch & Truck/
10/16/2023	5pm-8pm	Main Street from 4th to 3rd	Touch & Truck/
10/20/2023	7am-7pm	County Parking Lot located at 4th & Grant Friday to Saturday	Maple Leaf
10/20/2023	8am-7pm	Corner of 3rd & Main Friday to Saturday	Maple Leaf
10/20/2023	5pm-7pm	Grant (from 5th to 2nd) Friday to Saturday	Maple Leaf
10/20/2023	5pm-7pm	300 block of Main Friday to Saturday	Maple Leaf
10/20/2023	5pm-7pm	3rd (Grant to Main) Friday to Saturday	Maple Leaf
10/20/2023	5pm-7pm	4th (from Main to Howard) Friday to Saturday	Maple Leaf
10/20/2023	5pm-7pm	4th & Howard free parking lot- Chamber will contact the Drake	Maple Leaf
10/20/2023	5pm-7pm	6th & Main free parking lot Friday to Saturday	Maple Leaf
10/21/2023	5am-noon	Centennial (from Grand to but not including Main)	Maple Leaf
10/21/2023	5am-7pm	3rd (from Grant to but not including Howard)	Maple Leaf
10/21/2023	5am-7pm	Main (from 3rd to 2nd)	Maple Leaf
10/21/2023	5am-7pm	3rd (from Main to Lyon)	Maple Leaf
10/21/2023	7am-1pm	Grant/Grand (from Central to and including Centennial)	Maple Leaf
10/21/2023	7am-1pm	Centennial (from Grand to but not including River)	Maple Leaf
10/21/2023	7am - noon	Main (from Central to and including Chestnut)	Maple Leaf
10/21/2023	7am - noon	Lyon (from Central to and including Chestnut0	Maple Leaf
10/21/2023	7am - noon	Maple (from Central to and including 7th)	Maple Leaf

10/21/20237am - noon 2nd-7th (from Garrison to but not including Howard)	Maple Leaf
10/21/20237am - noon Chestnut (from Garrison to but not including Howard)	Maple Leaf
10/21/20237am - noon Memorial Hall Parking lot	Maple Leaf

Councilwomen Blankenship made a motion to approve all the requested street closures and officer assistance for the 2023 Maple Leaf events. Motion passed.

2. Consider and discuss Sheriff's annual fund raiser - Chief Hawkins
   Chief Hawkins spoke on behalf of Sheriff Kaiser for their annual fund raiser "Night Under the Stars" for shop with a deputy. Sheriff Kaiser is requesting to close the south side of the square on 10-7-23 from 4:30pm - 9:00pm for their event. This is the same as in years past. Councilman Blankenship made a motion to accept the closing of the south side of the Square on 10-7-23 for the "Night Under the Stars" event. Motion passed.
3. Consider and discuss skid unit - Chief Huntley
   Chief Huntley spoke with the committee on the bids that had been received for the brush truck skid unit. The CFD received three bids from Fire Master, Feld Fire, and Unruh. Feld Fire had the lowest bid of $21,298.00. Chief Huntley is requesting to accept the bid from Feld Fire. Councilwomen Cossey made a motion to accept the lowest bid from Feld Fire in the amount of $21,298.00 . Motion passed.
4. Staff Reports

Fire Department

Chief Huntley updated the committee on the following:

- The CFD purchased a Polaris Ranger from the Use Tax
- staffing update
- Fire District Board donation

Police Department

Chief Hawkins updated the committee on the following:

- Speeding update on the speeding on Main Street between Fairview and Centennial
- Possiblity of Parks and Recreation hosting a Halloween event
- staffing update

Councilwomen Cossey spoke briefly with the committee on the issues of homeless in the parks.

5. Adjournment

Councilwomen Blankenship made a motion to adjourn at 6:20pm. Motion passed

City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

August 22, 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, Mark Elliff, Mayor Dan Rife

STAFF PRESENT: City Administrator Greg Dagnan, Assistant City Administrator Traci Cox, City Clerk Miranda Deal, and Deputy City Clerk Amy Taylor, Parks and Recreation Director Abi Almandinger, HR Coordinator Michael Miller

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 Terri Heckmaster
   Motion passed with a 4:0
   AYES: Robin Blair, Tiffany Cossey, Terri Heckmaster, Chris Taylor
2. Review and Approval of the Claims Report
   ACTION: Motion to accept/approve item 2.2 by Chris Taylor
   Motion passes with a 4:0
   AYES: Robin Blair; Tiffany Cossey, Terri Heckmaster, Chris Taylor
3. Consider and Discuss Conflict of Interest Council Bill
   ACTIONS: Motion to accept/approve item 2.3 by Chris Taylor
   Motion passes with 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 Parks Superintendent and Golf Maintenance Supervisor job descriptions
   Michael Miller explained these positions fall under the blue-collar rule according to FLSA, and that he spoke with several neighboring communities about their

descriptions for these positions, and suggested changes be made to move these positions from Exempt to Non-Exempt. Ms. Cossey asked under which step in the salary study these positions fall, and Terri Heckmaster asked for clarification of “heavy weight” wording, asking to add a weight to the heavy lifting requirement. Ms. Cossey made a motion to approve amending the job descriptions of the Parks Supervisor and Golf Maintenance Supervisor positions from exempt to non-exempt, with amendment to include weight to the heavy lifting requirement. Motion carried.

2. Discuss City of Carthage Employee Health Fair
Ms. Deal asked for $135 per employee to allow for testing at the City’s Health Fair being held on September 27, 2023. Mr. Taylor made a motion to allow $135 per employee for testing at the City’s Health Fair. Motion carried.

2. Staff Reports
Ms. Cox stated she will closing fiscal year 2023 budget tomorrow; and that OpenGov came for their presentation, but the City has decided not to continue with OpenGov as it doesn’t meet the needs of the City. Mr. Dagnan reported the forensic audit is ongoing, and the City is cooperating with supplying documents as requested by the auditors.

5. Adjournment

ACTION:	Motion to adjourn at 6:01 PM by Ms. Heckmaster Motion passed with a 4:0
AYES:	Robin Blair, Tiffany Cossey, Terri Heckmaster, Chris Taylor

City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

September 6, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. **Call to Order**
2. **Old Business**
   1. Approval of 8-16-23 Minutes
3. **Citizens Participation**
   (Citizens wishing to speak should notify Department Head or Committee Chair in advance)
   1. Economic Development Presentation by Jeff Meredith
4. **New Business**
   1. Consider and Discuss Budget Adjustment
   2. Consider and Discuss Agreement with Total Electronics Contracting
   3. Consider and Discuss MoDot Taxi Grant Agreement
   4. Staff Reports
5. **Adjournment**

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

--NOTICE OF MEETING--

PUBLIC WORKS COMMITTEE

September 5, 2023

5:30 PM

CITY HALL

326 GRANT STREET

COUNCIL CHAMBERS

-- AGENDA--

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting

CITIZENS PARTICIPATION

NEW BUSINESS

- **Proposal to increase Mowing & Junk Removal fees**

OTHER BUSINESS

- **Consider & Discuss bids for sidewalk improvement along River St. TAP 1601 (704)**

STAFF REPORTS

- Zeb Carney & Greg Dagnan

ADJOURNMENT

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

POSTED: 09/01/2023

BY: Rachel Sutherland

PUBLIC WORKS COMMITTEE

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

"America's Maple Leaf City"

09-05-2023 PUBLIC WORKS COMMITTEE MEETING MINUTES

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

Staff Members present: Zeb Carney, Public Works Director, Greg Dagnan, City Administrator, Nate Dally, City Attorney, Ryan Wooldridge, Commercial Building Inspector, and Rachel Sutherland, Public Works Administrative Assistant.

Chairman David Armstrong called the Public Works Committee meeting to order at 5:32 p.m.

A motion was made by Chris Taylor to accept the minutes from the August 1, 2023 Committee meeting. All ayes, motion passed.

Citizen Participation:

1. Jeff Meredith, from Economic Development, gave a presentation and explanation of various Incentive Programs such as NID, SID, CID, which are used for improvements in Neighborhoods, and for Commercial Purposes.

New Business:

1. Proposal to increase the Junk Removal/Mowing Fees. Zeb explained the process Shaun goes thru when a compliant is made regarding yards. He generally send 2 letters to the property, does repeat visits to the address and the home owner is given 12-14 days to rectify the situation. This computes to approximately $72.80 just in salary fees for Shaun per each address. Shaun does between 700-800 inspections per year. Zeb would like to add an Admin. Fee of $75.00-$100.00 to the billed amount to offset some of the expense incurred by the City.
   Discussion was made regarding these amounts, decided in favor of $100.00 Admin fee, and revisit in 1 year to see if the fee needs to be increased. It will also be up to the discretion of the Public Works Director to waive the fee if there is a hardship to warrant this. Nate suggested that tickets could be issued to repeat offenders, which would result in additional fines/court costs.
   Currently citizens have 12-14 days to get rid of items, such as couch, mattress that are left at the curb, board is in favor of changing this to 48 hours, before a ticket is issued, and a fine of $50.00 + Court Costs. Republic Services does offer to pick up bulky items, when the citizen contacts them and requests for pick up.
   Brandi Ensor made a motion to forward to Council, all ayes motion carried.
2. TAP1601 (704) Sidewalk. Bids were taken for the construction phase. G & G Construction submitted the lowest bid, and Zeb suggests the bid be accepted.
   Chris Taylor made motion to accept the Bid. All Ayes, motion carried.

Staff Reports:

Zeb reported on the following:

- The Street Department has 2 full time mechanics working on City Vehicles. They have done maintenance on 10 vehicles for the Police Department in August. This new program has saved The City $5,300.00 in labor costs on these 10 vehicles. They are getting ready to work on Fire Department vehicles next.
- An increase in salary for the mechanics may need to be considered due to the added responsibilities.

- The backhoe that the Street Dept. ordered is being brought to Fabick Cat and we may have it by the end of September.
- Considering trading the current Road Grader for a smaller one that will better suit the department.
- The replacement truck for Julie has been on order for about 11/2 years, and Zeb is going to look into finding a low mileage, used vehicle to save The City money as opposed to the cost of a new vehicle.
- The Street Dept. has signed up to participate in the Touch A Truck Event that will be part of The Maple Leaf Festivities. The event will allow kids to climb on, touch, get into and ask questions about a variety of vehicles.
- The Goal is to have the Ping Pong Table installed at the parking lot 5th & Grant, by Maple Leaf.
- Duncan Donuts will open September 15, 2023.
- Ryan Wooldridge has been an employee of the City since 2009, he started in The Street Dept. and worked his way up to the Commercial Building Inspector, and has been in this position for 4 years. For the month of August Ryan did 232 inspections. Commercial projects can require several inspections and the inspections can be very involved. Ryan spent 8 hours on Friday, inspecting the new Quads being built at Peach Tree. Ryan is also responsible to assign addresses, and conduct Food Truck inspections. He has done 48 this year so far, compared to 22 last year.
- A value of 5.2 Million dollars in Building Permits have been issued.
- Spire Gas is projecting to be done by 2029.

Greg reported on the following:

- Comprehensive Plan has been met with a lot of struggles, has now gone through Planning and Zoning and will be going to City Council 9/26/2023.
- The new Tourism Director will start on 9/14/2023.
- Giltner Trucking wants to build a terminal off of Fairview, just outside of City Limits. 250 Semi Trucks are projected daily at this location. This company does not want to be a part of The City, but they may have to be forcibly annexed into the City so that taxes can be assessed to help offset the cost of street repairs, as the roads are not built to withstand heavy truck traffic on Baker Street.

David Armstrong stated that he has received 1 compliant about excessive potholes on Airport Drive that have been caused by Spire.

No further discussion by committee.

Brandi Ensor made a motion to adjourn the meeting at 7:20 p.m. All ayes, motion carried.

City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

September 12, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. **Call to Order**
2. **Old Business**
   1. Approval of August 22, 2023 Minutes
   2. Review & Approval of the Claims Report
3. **Citizens Participation**
   (Citizens wishing to speak should notify Department Head or Committee Chair in advance)
   1. Economic Development Presentation - Jeff Meredith
4. **New Business**
   1. 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

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Darieus K. Adams
Western District Commissioner

JASPER COUNTY COMMISSION

302 S. Main ST
Carthage, MO 64836

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

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

COMMISSION AGENDA
SEPTEMBER 5, 2023
9:00 A.M.
JASPER COUNTY COURTHOUSE ROOM 101

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

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

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

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

NOTICE POSTED SEPTEMBER 1, 2023 AT 4:00 P.M. (RSMO 610.020)

City of Carthage, Missouri

TREE BOARD

September 5, 2023 - 4:30 PM
Parks & Recreation Office
521 Robert Ellis Young Drive
Carthage, MO 64836

AGENDA

1. **Old Business**
   1. Approval of Previous Minutes.
2. **Citizens Participation**
   (Citizens wishing to speak should notify Department Head or Committee Chair in advance)
3. **New Business**
   1. Discuss City Ordinance and Tree List.
   2. Discuss Seedling Options for Arbor Day.
4. **Staff Reports**
5. **Other Business**
6. **Adjournment**

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

City of Carthage, Missouri

TREE BOARD

September 5, 2023 - 4:30 PM
Parks & Recreation Office
521 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 Jason Cutler; second by Bryan Stringer; Motion 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)

3. New Business

1. Discuss City Ordinance and Tree List.
   Mr. Smith updated the Tree Board that the city attorney is currently reviewing the Tree Board ordinance for suggested edits.
   Tree Board members reviewed the Carthage Parks Tree Planting Request Form that was created for tree planting approvals in parks.
2. Discuss Seedling Options for Arbor Day.
   Tree Board reviewed sapling options for purchase this year, and decided to purchase 100 Redbud, 100 Ohio Buckeye, 100 Ninebarks, and 100 Chinkapin Oak saplings.

4. Staff Reports

5. Other Business

6. Adjournment

ACTION:	Motion to adjourn item 6. by Jason Cutler; second by None; Motion with a 3:0
AYES:	Bryan Stringer, Jason Cutler, Noah Smith
NOES:	None
ABSTAIN:	None

AGENDA

Planning, Zoning, and Historic Preservation Commission
Thursday, September 7, 2023 5:30 pm
City Hall Chambers
326 Grant St. / Carthage MO 64836

Call to Order

AMENDED

Minutes of Previous Meeting Monday, August 7, 2023

Public Hearing

1. Consider and Discuss a Request for a Special Use Permit for the operation of a Carnival at the Fair Acres Parking Lot (West lot next to YMCA at 2600 Grand) in conjunction with the Annual Maple Leaf Festival.

Staff Report

New Business

1. Discuss 2023 Missouri CLG Forum
2. Discuss Potential Blight Declaration - Jeff Meredith

Old Business

1. Consider and discuss the acceptance of the design guidelines grant from SHPPO.

Next Meeting: Monday, October 2, 2023

Adjourn

Commission Members

Voting Members:	Chairman	Jim Hunter	1514 S River	417-850-5355
	Vice Chairman	Jim Swatsenbarg	601 Howard	417-358-1690
	Secretary	Joshua Anderson	1205 S Main	417-793-2196
	Member	Alan Bull	614 E Centennial	417-388-2309
	Member	Bill Barksdale	1314 S Garrison	417-388-2464
	Member	Robin Harrison	721 E 10th	417-483-8835
	Member	Matt Smith	1022 E Chestnut	417-437-2281
Non-Voting Members:	Mayor	Dan Rife	City Hall	417-237-7003
	City Administrator	Greg Dagnan	City Hall	417-237-7003
	Asst. City Administrator	Traci Cox	City Hall	417-237-7003
	Councilmember	Mark Elliff	1511 Grand Ave	417-359-3662
Staff:	Public Works Director	Zeb Carney	Public Works Department	417-237-7010

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

CARTHAGE PUBLIC LIBRARY BOARD OF TRUSTEES
Tuesday, September 12, 2023 5:15 p.m.

Carthage Public Library Board Room
612 S. Garrison Ave.

AGENDA
Roll Call of Members

Minutes from the Last Meeting

Financial Reports
- Amend the 2022-2023 Budget

Director's Progress and Service Report

President's Message

Council Liaison's Report

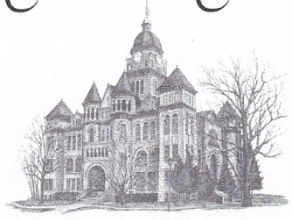
Committee Reports
- Building Committee
- Budget Committee
- Community Relations
- By-Laws
- Library Gardens
- ADA Compliance
- Communications
- Compensation/Wages
- New Business
- Payment of Bills
- Adjournment

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Darieus K. Adams
Western District Commissioner

JASPER COUNTY COMMISSION



302 S. Main ST
Carthage, MO 64836

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

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

COMMISSION AGENDA
SEPTEMBER 12, 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
   - **Discuss Plat of Fiddler's Green for T&J Smith Properties.**
10. PUBLIC HEARINGS

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

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

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

NOTICE POSTED SEPTEMBER 8, 2023 AT 4:00 P.M. (RSMO 610.020)

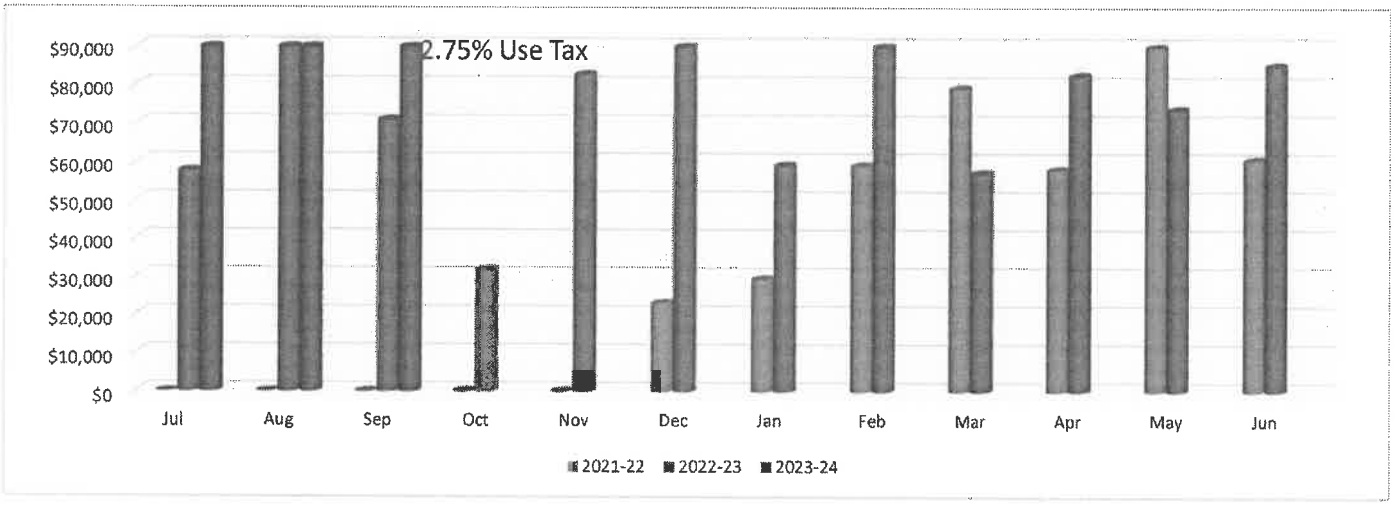
USE TAX REPORT (UNAUDITED)

For the Month of: SEPTEMBER FY 2023-24

2.75% Use Tax 9

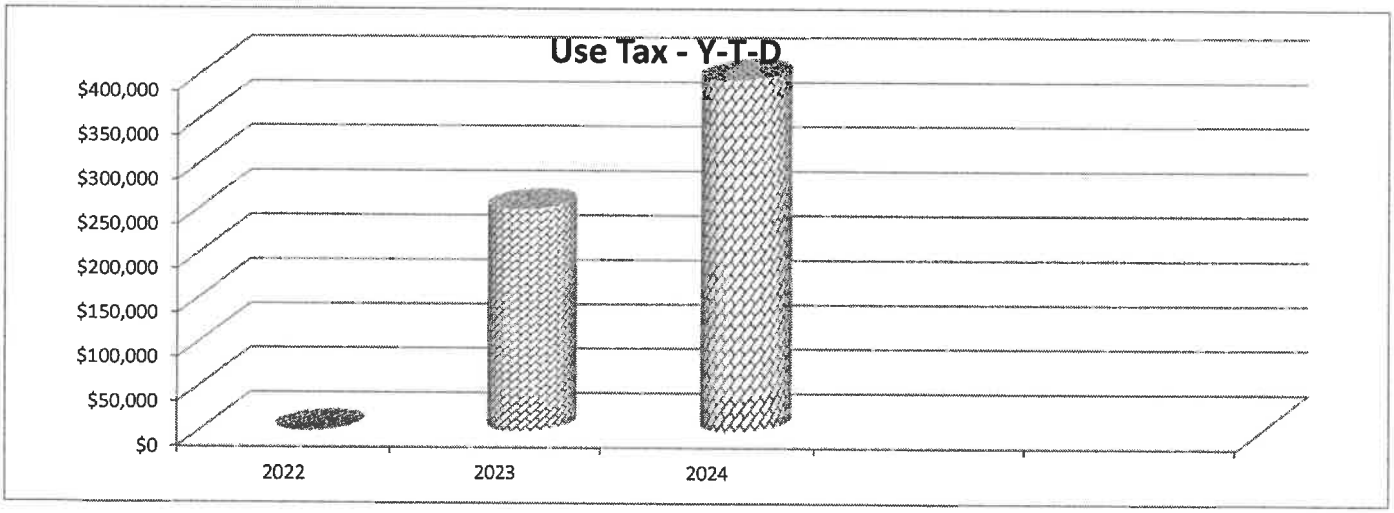
Current Month:	$ 106,311.56	Anticipated:	$ 84,952.73	% Difference	25.14%

	FY 2022	FY 2023	FY 2024
Current Month	$ 0.00	$ 71,011.37	$ 119,990.91
% Change			68.97%
$Change		$ 71,011.37	$ 48,979.54



Year-To-Date:	$ 395,199.40	Budgeted:	$ 953,975.00	% Difference	58.57%

	FY 2022	FY 2023	FY 2024
Y-T-D	$ 0.00	$ 249,120.63	$ 395,199.40
% Change			58.64%
$Change		$ 249,120.63	$ 146,078.77



Comments:

The Department of Revenue received notification by the City-as required by Section 144.757- RSMo, that it had imposed a 2.75% City local option **Use Tax** at the same rate as the local sales tax rate. The tax became effective October 1. 2021 with no expiration date. The City had indicated that it would distribute the funds as follows:
30% Public Safety; 30% Roads & Bridges and 40% Parks & Recreation for the first 3 years of collections. City receipts lag collections by approximately 2 months. Monthly use tax distributions are distributed by means of electronic fund transfers from the State to the City.

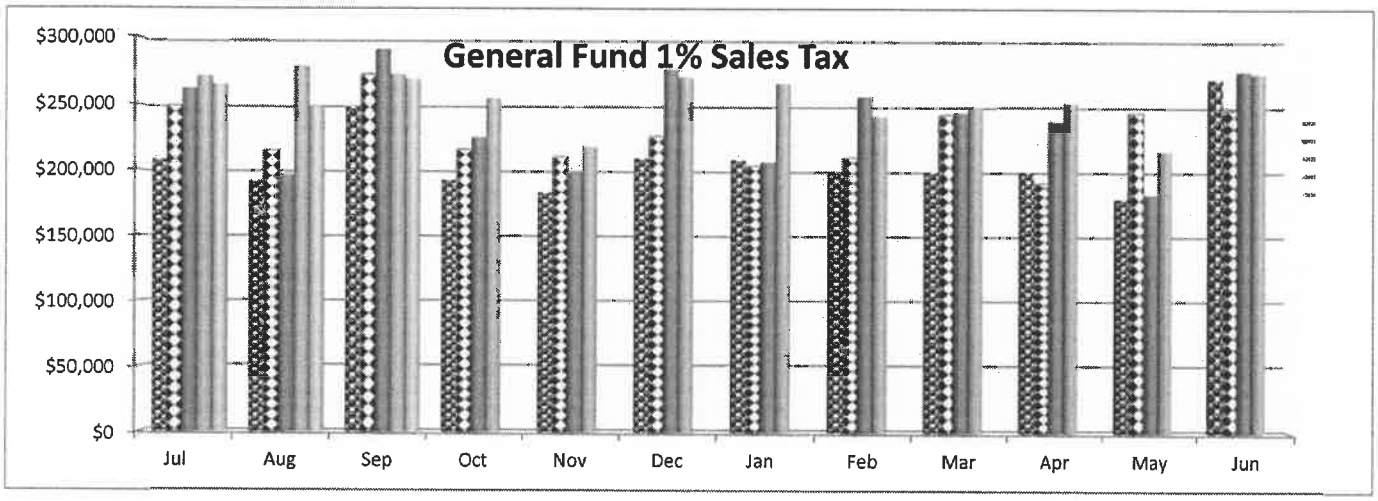
SALES TAX REPORT (UNAUDITED)

For the Month of: September FY 2023-24

City's 1% General Fund Sales Tax

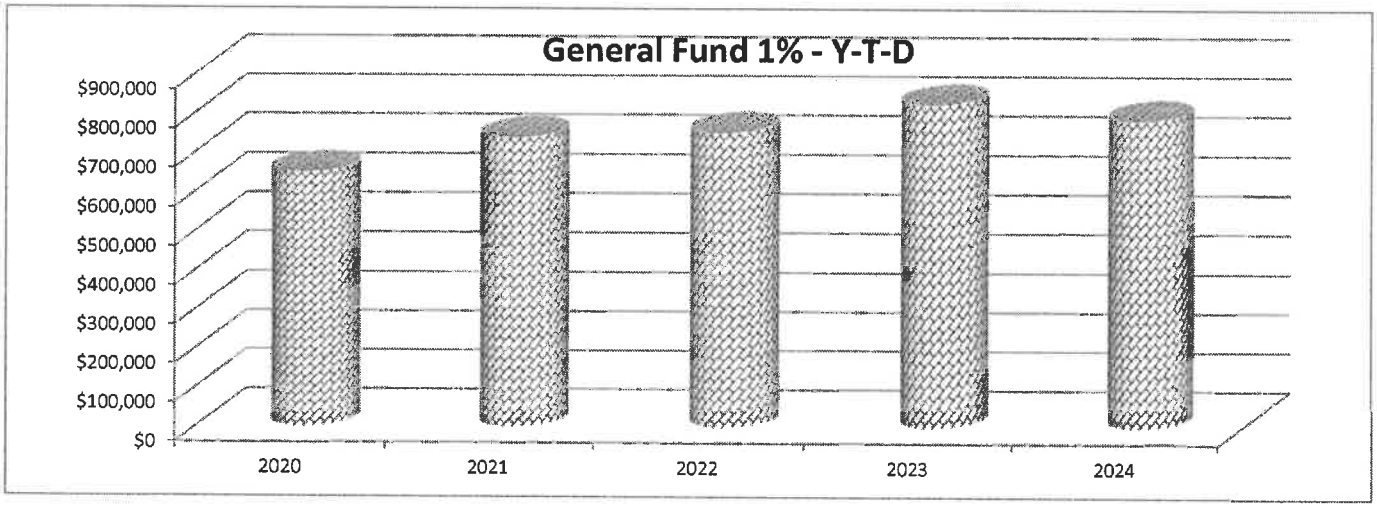
Current Month:	$ 265,634.06	Anticipated:	$ 274,180.84	% Difference	-3.12%

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Current Month	$ 208,060.10	$ 248,979.26	$ 262,204.66	$ 271,486.92	$ 265,634.06
% Change		19.67%	5.31%	3.54%	-2.16%
$Change		$ 40,919.16	$ 13,225.40	$ 9,282.26	-$ 5,852.86



Year-To-Date: $ 783,932.42	Budgeted: $ 3,096,746.00	% Difference 74.69%

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Y-T-D	$ 647,710.54	$ 736,689.35	$ 750,502.37	$ 823,458.73	$ 783,932.42
% Change		13.74%	1.88%	9.72%	-4.80%
$Change		$ 88,978.81	$ 13,813.01	$ 72,956.36	-$ 39,526.31



Comments:

Currently, City Sales Taxes total 2.750%. This includes 1% General, .5% Transportation, .5% Capital Improvements, .5% Parks/Stormwater, and .25% Fire. Numbers are shown as received by the City. Receipts lag collections by approximately 2 months.

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 31ST, 2023

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUES					
110-GENERAL REVENUE	14,003,205.00	1,018,493.26	1,001,969.21	7.16	13,001,235.79
121-PUBLIC HEALTH	253,000.00	46,915.80	32,469.52	12.83	220,530.48
122-LANDFILL CLOSURE	7,500.00	4,132.90	8,277.42	110.37	(777.42)
123-LODGING TAX	255,600.00	18,138.36	26,809.21	10.49	228,790.79
124-CIVIC ENHANCEMENT	800.00	278.77	558.78	69.85	241.22
125-STORMWATER	100.00	44.80	89.80	89.80	10.20
126-PUBLIC SAFETY GRANT	0.00	19,580.00	0.00	0.00	0.00
127-CDBG	0.00	0.00	0.00	0.00	0.00
128-PARKS/STM WTR	1,476,408.00	124,072.69	255,562.08	17.31	1,220,845.92
129-TIF & CID SPECIAL TAX	600.00	223.68	448.36	74.73	151.64
130-INMATE SECURITY FUND	3,500.00	315.73	742.73	21.22	2,757.27
131-FIRE PROTECTION TAX	758,200.00	67,818.78	139,172.74	18.36	619,027.26
141-FAIR ACRES SPORTS COM	0.00	0.00	0.00	0.00	0.00
142-GOLF COURSE	643,300.00	99,001.19	213,481.10	33.19	429,818.90
161-CAPITAL IMPROVEMENTS	2,377,595.00	132,024.69	265,022.99	11.15	2,112,572.01
162-PARKS & RECREATION	267,716.00	2,175.39	3,455.88	1.29	264,260.12
163-MYERS PARK	1,155,849.00	3,390.45	6,778.27	0.59	1,149,070.73
164-JUDICIAL EDUCATION FU	100.00	1.87	2.87	2.87	97.13
165-USE TAX	954,050.00	6,360.16	12,838.08	1.35	941,211.92
175-Public Fac/Bond Fund	4,550,000.00	14,399.87	(226,071.18)	4.97-	4,776,071.18
221-ECONOMIC DEVELOPMENT	33,519.00	63.80	127.89	0.38	33,391.11
222-AMERICAN RESCUE PLAN	0.00	6,970.69	13,209.23	0.00	(13,209.23)
341-CW & EP	0.00	0.00	0.00	0.00	0.00
342-MCCUNE-BROOKS HOSPITA	0.00	0.00	0.00	0.00	0.00
343-LIBRARY OPERATING	0.00	8,336.02	27,255.63	0.00	(27,255.63)
344-LIBRARY BUILDING	0.00	0.00	0.00	0.00	0.00
345-POWERS MUSEUM	0.00	0.00	0.00	0.00	0.00
346-POWERS CAPITAL	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	26,741,042.00	1,572,738.90	1,782,200.61	6.66	24,958,841.39

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: AUGUST 31ST, 2023

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
EXPENDITURES					
110-GENERAL REVENUE	14,594,036.00	949,683.55	1,831,517.98	12.55	12,762,518.02
121-PUBLIC HEALTH	289,502.00	31,764.58	44,449.90	15.35	245,052.10
122-LANDFILL CLOSURE	0.00	0.00	0.00	0.00	0.00
123-LODGING TAX	296,053.00	2,813.68	5,711.39	1.93	290,341.61
124-CIVIC ENHANCEMENT	0.00	106,337.50	106,337.50	0.00	(106,337.50)
125-STORMWATER	0.00	0.00	0.00	0.00	0.00
126-PUBLIC SAFETY GRANT	1,675.00	0.00	0.00	0.00	1,675.00
127-CDBG	0.00	0.00	0.00	0.00	0.00
128-PARKS/STM WTR	1,229,064.00	53,938.33	31,674.35	2.58	1,197,389.65
129-TIF & CID SPECIAL TAX	0.00	0.00	0.00	0.00	0.00
130-INMATE SECURITY FUND	0.00	0.00	0.00	0.00	0.00
131-FIRE PROTECTION TAX	903,910.00	4,000.50	34,653.88	3.83	869,256.12
141-FAIR ACRES SPORTS COM	0.00	0.00	0.00	0.00	0.00
142-GOLF COURSE	833,795.00	70,464.06	124,904.98	14.98	708,890.02
161-CAPITAL IMPROVEMENTS	2,820,010.00	29,762.43	29,762.43	1.06	2,790,247.57
162-PARKS & RECREATION	265,000.00	0.00	0.00	0.00	265,000.00
163-MYERS PARK	1,739,594.00	0.00	0.00	0.00	1,739,594.00
164-JUDICIAL EDUCATION FU	0.00	0.00	0.00	0.00	0.00
165-USE TAX	925,252.00	36,246.50	36,246.50	3.92	889,005.50
175-Public Fac/Bond Fund	6,000,000.00	(127,676.80)	2,316.50	0.04	5,997,683.50
221-ECONOMIC DEVELOPMENT	31,819.00	0.00	0.00	0.00	31,819.00
222-AMERICAN RESCUE PLAN	135,000.00	789.47	8,539.47	6.33	126,460.53
341-CW & EP	0.00	0.00	0.00	0.00	0.00
342-MCCUNE-BROOKS HOSPITA	0.00	0.00	0.00	0.00	0.00
343-LIBRARY OPERATING	0.00	30,000.00	65,000.00	0.00	(65,000.00)
344-LIBRARY BUILDING	0.00	0.00	0.00	0.00	0.00
345-POWERS MUSEUM	0.00	0.00	0.00	0.00	0.00
346-POWERS CAPITAL	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL EXPENDITURES	30,064,710.00	1,188,123.80	2,321,114.88	7.72	27,743,595.12
REVENUES OVER/(UNDER) EXPENDITURES	(3,323,668.00)	384,615.10	(538,914.27)		(2,784,753.73)

*** END OF REPORT ***

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 personal 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 though 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**
Dave Vanslette	
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: Dave Vanslette	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 use 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 for 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 thatallow 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. Fon-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. INDIVDUAL/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 centerpotential 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. DETERMING 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

MIDWEST TRUST

5901 College Boulevard, Suite 100 • Overland Park, KS 66211 • Telephone: 913.319.0300 • midwesttrust.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,

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

	*Institutional Trust Services	Midwest Family of Companies				
		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		
		**All FCI client asset breakouts include unsupervised assets not shown in AUM*	**AUA in Gneneral Information Section is as of 2/28/23 and data in Client Statistic Section is representative of 3/31/23*			
Technology						
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

		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.

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 salon 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:** 4177583185
City: Carthage **State:** MO **Zip Code:** 64836
Email Address: swagnail7@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: _____

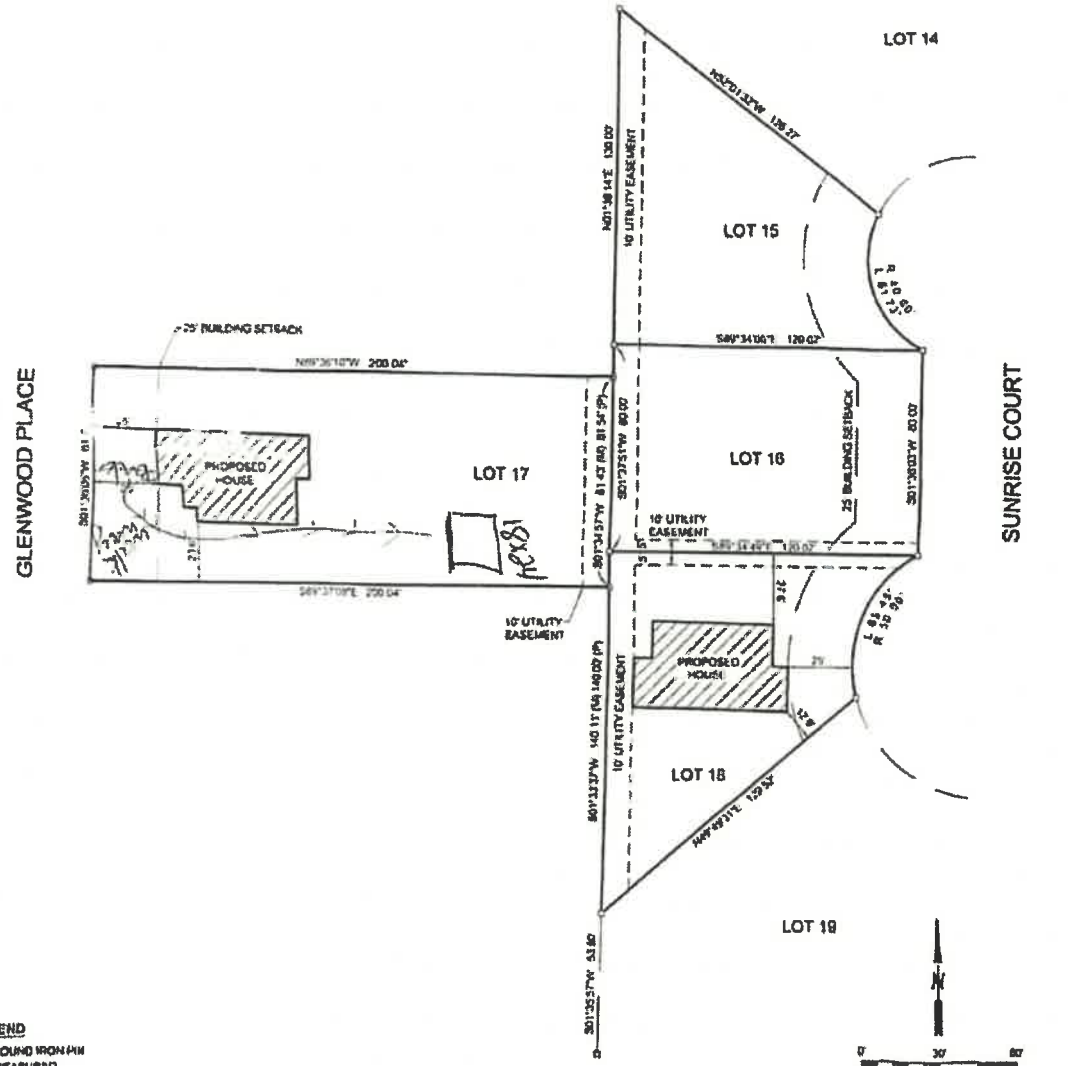
Signature: _____ Date: _____

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: 6/6/23	Hearing date: 7/3/2023	Approved: ☐ Yes ☐ No		
Permit Required: ☒ Yes ☐ No	Permit type: _____ *(if applicable)*				



LEGEND

- ⊡ FOUND IRON PIN
- (M) MEASURED
- (P) PLAT

SURVEY NOT VALID UNLESS SIGNED IN BLUE INK

DESCRIPTION

ALL OF LOTS NUMBERED FIFTEEN (15) SIXTEEN (16) SEVENTEEN (17) AND EIGHTEEN (18) IN SUNRISE MEADOWS ADDITION TO THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF

BASIS OF BEARINGS

BEARINGS ARE BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983 MISSOURI WEST ZONE

CLASS OF PROPERTY

URBAN

TYPE OF SURVEY

RESURVEY

SOURCE DOCUMENTS

DESCRIPTION PROVIDED BY CLIENT

FENCE NOTE

FENCE LOCATIONS SHOWN BETWEEN DIMENSION POINTS ARE APPROXIMATE AND THE ACTUAL FENCE MAY MEANDER FROM THE LOCATIONS SHOWN ON THE PLAT HEREIN. INTERIOR FENCES MAY NOT BE SHOWN

NOTES

NO UTILITIES SHOWN AS A PART OF THIS SURVEY

SURVEYOR HAS MADE NO INVESTIGATION OR ACKNOWLEDGE SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE

NO FLOOD DETERMINATIONS HAVE BEEN EXAMINED AS A PART OF THIS SURVEY

THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS AND MAY NOT BE USED IN CONNECTION WITH A "SURVEY AFFIDAVIT" OR SIMILAR DOCUMENT, STATEMENT, OR MECHANISM TO OBTAIN TITLE INSURANCE FOR ANY SUBSEQUENT OR FUTURE GRANTEES

CERTIFICATE OF AUTHORITY LICENSE NUMBER LS-2014013648 EXPIRATION 12/31/2022

MJ SURVEYING, LLC
PH 417.622.2525
3224 S. MAIN ST.
JOPLIN, MO 64804
www.MJSurveyingLLC.com

DRAWN AMH	DATE 8/26/2022	JONATHAN LUNDY LOTS 15, 16, 17, & 18 IN SUNRISE MEADOWS ADD. TO CARTHAGE, JASPER COUNTY, MO
APPROVED BAA	DATE 8/26/2022	
SCALE 1"=30'	SHEET 1/1	PROJECT # 22276

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 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.** yes and also with missouri state board of Cosmetology

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

   Considerations: 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

pwd@Carthage.mo.gov

SPECIAL USE PERMIT PETITION REVIEW PROCESS

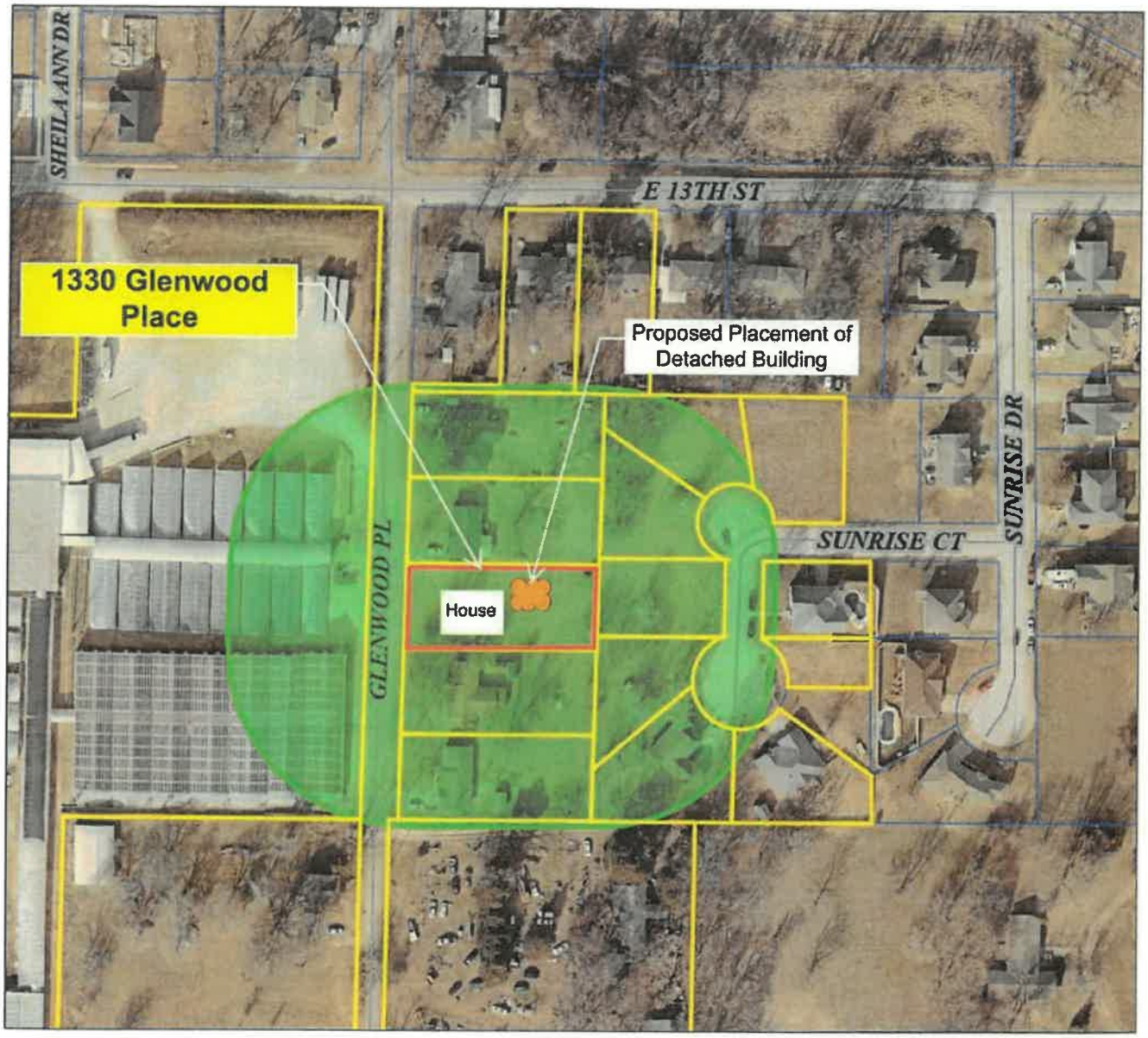
It is strongly recommended that any person considering seeking a Special Use Permit first contact the Public Works Department staff, who will explain the review process, applicable requirements and standards, potential issues, and provide the necessary forms.

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)

COUNCIL BILL NO. ___23-62___ **ORDINANCE NO. _____**

An Emergency Ordinance to authorize the Mayor to apply for federal financial assistance on behalf of the City of Carthage and to execute any contract(s) resulting from such application for any grants between the City of Carthage and the Missouri Highways and Transportation Commission providing for capital, operating, and/or marketing assistance, comprised of federal funds to be expended for Commission-approved transit projects.

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

SECTION I. That the Mayor is hereby authorized to apply for federal financial assistance on behalf of the City of Carthage and to execute any contract(s) resulting from such application for any grants between the City of Carthage and the Missouri Highways and Transportation Commission providing for capital, operating, and/or marketing assistance, comprised of federal funds to be expended for Commission-approved transit projects.

SECTION II. That all ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

_____
Dan Rife, Mayor

ATTEST:

_____
Miranda Deal, City Clerk

Sponsored by: Budget Ways & Means Committee

COUNCIL BILL NO. 23-63 **ORDINANCE NO. _____**

AN ORDINANCE AMENDING THE ANNUAL OPERATING AND CAPITAL BUDGET OF THE CITY OF CARTHAGE FOR FISCAL YEARS 2022 – 2023 AND 2023 - 2024 FOR THE GENERAL FUND.

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

SECTION I: General Fund, the City of Carthage's 2023 – 2024 Annual Operating and Capital Budget is hereby amended to reflect a supplemental appropriation of up to $4,288,650 for carry-over Grant Revenue from McCune Brooks Hospital Trust Fund to the Capital Outlay expense line item of the Capital Improvements Department for Parks Master Plan Improvements.

SECTION II: General Fund, the City of Carthage's 2022 – 2023 Annual Operating and Capital Budget is hereby amended to reflect a supplemental appropriation of up to $724,000 for Grant Revenue from McCune Brooks Hospital Trust Fund to the Capital Outlay expense line item of the Capital Improvements Department for Parks Master Plan Improvements.

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. 23-64 **ORDINANCE NO. _____**

An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Total Electronics Contracting, Inc. for installing door access controls for security at City Hall.

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

SECTION I: The agreement with Total Electronics Contracting, Inc, attached hereto, and incorporated herein by reference is approved as a contractual obligation of the City of Carthage, Missouri.

SECTION II: The Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Carthage, Missouri, and to affix the municipal seal hereto and to attest the same.

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: Budget Ways & Means

TOTAL ELECTRONICS CONTRACTING, INC.

08-01-2023

City of Carthage
ATTN: City Hall Security Access Project
326 Grant Street
Carthage, MO 64836

Install RS2 AccessIt! Universal.Net access control software on a customer provided computer.

Install 1) 2 door control board with a network connection and 2) 2 door control boards with a serial connection.

Install all required power supplies with battery backup for the access control system.

Install access control on the main entry door, council chambers main entry, council chambers rear entry, employee entry, interior clerk's office and new door leading to the elevator.

Replace the existing handset on the interior clerk's office with a storeroom handset and install a storeroom handset on the new elevator lobby door.

Each door to include a card reader, electronic lock and door status switch.

Install a button at the main office reception area to open the office door and new elevator lobby door.

Program and test access control system.

Train customer.

Please see the following pages for a detailed break out of the system proposed by TEC.

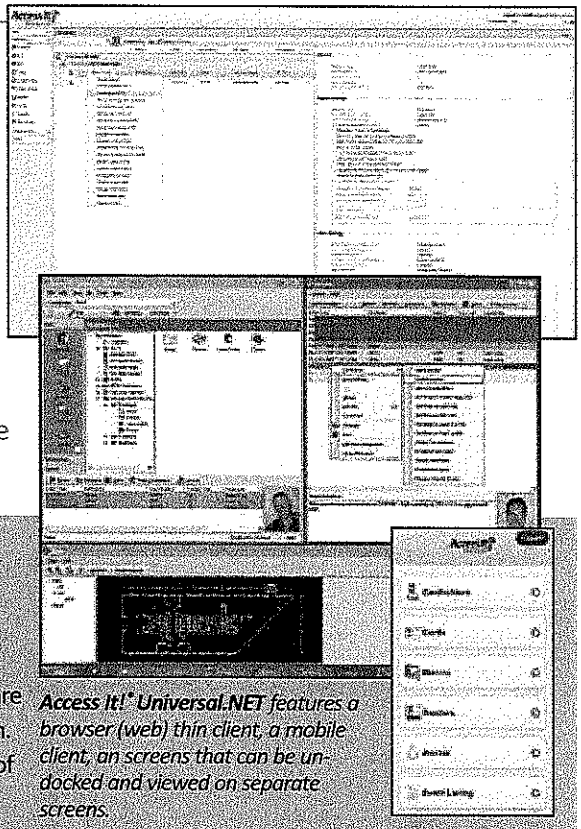
Tom Harlen
Project Estimator
Total Electronics Contracting
3026 S. Prigmore Ave.
Joplin, MO. 64804
417-208-0212
tharlen@totalelectronics.com

Access It!® - a family of access management

SOFTWARE SOLUTIONS

RS2 Technologies' Access It!® line is the industry's most advanced, easy-to-use access control software. To accommodate a wide range of applications, the software line ranges from Access It!® Lite.NET, an entry-level, single-user system, to Access It!® Universal.NET, a scalable system that can be expanded from single-building control into a multi-user, enterprise-wide system.

Access It!® was designed from the ground up, with the end user in mind. By using the familiar Outlook® style interface for each version, the Access It!® line results in an operational access control system in minutes instead of hours. Frequently performed operations, such as image capture and adding cards, are changed into straightforward, step-by-step operations. With this simple concept, investments in user education are maintained throughout the life of the system, while streamlining system administration tasks.



Access It!® Universal.NET

An Access Management Solution for Any Size Business!

Whether you need simple access control for a few employees in a single building, or a variety of operations for thousands of employees in a multi-region system, **Access It!® Universal.NET** is designed to meet your needs. This powerful, user-friendly software allows you to select the feature sets you need to build a scalable, cost-effective system. **Access It!® Universal.NET** is available in both Standard and Enterprise versions, both of which support all these outstanding features and many, many more:

***Access It!® Universal.NET** features a browser (web) thin client, a mobile client, an screens that can be un-docked and viewed on separate screens.*

- Browser (web) thin client ("device aware" for mobile devices)*
- Terminal services thin client*
- Multiple monitor support (using un-dockable windows)
- Stand-alone or network capable
- Support for Casi-Rusco/GE Micro5 bridge products
- Support for Honeywell WIN-PAK and ProWatch hardware*
- Integration with wireless/IP and PoE (Power-over-Ethernet) locksets, and other third party devices (DVR, CCTV, intercom, intrusion detection, etc.)
- Support for MR-51E Ethernet-enabled PoE paired reader, single-door SIO module
- Support for OSDP (Open Supervised Device Protocol) readers
- Photo badging including encoding*
- GSA FICAM tested support for pivCLASS & PIV-I cards
- User-definable event and alarm colors
- Alarm/Event processing/filtering
- Support for Virtual Machines – including High Availability VM's
- Single server or distributed regional servers
- Supports Microsoft® Cluster Server for hot server redundancy
- Multiple credentials per person
- Anti-Passback/Occupancy Counting
- Data exchange utility*
- Variable duration holiday and holiday groups
- Automatic enrollment reader support
- Elevator control (up to 64 floors)
- Precision (single door) access control
- Visitor management*
- Escort required card assignment
- Interactive graphical maps and hardware tree
- True database partitioning
- Supports unlimited clients and user-defined macros
- Supports global macros for system-wide lockdown
- Support for multiple card and reader technologies, including biometric
- E-mail and paging notification*
- Custom Report Designer*
- Unlimited user-definable cardholder fields
- Import/Export utility*

*Option

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	Lite.NET	Universal.NET Standard*	Universal.NET Enterprise**
Clients	5 (Badging Optional)	Unlimited (Badging Optional)	Unlimited (Badging Optional)
User Defined Macros	No	Unlimited	Unlimited
Browser (Web) Thin Client	Yes†	Yes†	Yes†
Graphical Maps	No	Yes	Yes
Multiple Monitor Support (Un-dockable Windows)	No	Yes	Yes
User Definable Event/Alarm Colors	No	Yes	Yes
Alarm Routing & Delay Scheduling	No	Yes	Yes
Report Designer	No	Yes†	Yes†
Macro/Report Scheduler	No	Yes	Yes
System Control Processors	1 (EP-1501, 1502 or 2500)	1/8/25/100/255/500/1000 All Models	8/25/100/255/500/1000 All Models
Dial-Up Capable	No	Yes	Yes
Tasks/SCP	64	256	256
SIO Panels	Yes (All Models)	Yes (All Models)	Yes (All Models)
Inputs (Points)	512	512 Per SCP	512 Per SCP
Support for Wireless/IP Locksets	No	Yes†	Yes†
Outputs (Relays)	512	512 Per SCP	512 Per SCP
Card Holders	5,000	Unlimited	Unlimited
Multiple Credentials Per Person	No	Yes	Yes
Readers	64	64 Per SCP	64 Per SCP
Support for OSDP Readers	No	Yes	Yes
Biometric Verification	No	Yes†	Yes†
Access Levels	64	32,767	32,767 Per Site
Access Levels Per Card	6	128	128 Per Site
Precision Access	No	Yes	Yes
Time Zones/Intervals	32/4	255/12	255/12 Per Site
Holidays	32	255	255 Per Site
Elevator Floors/Elevator Floor Codes	No	64/255	64/255 Per Site
Multiple Sites (Data Partitioning)	No	No	Yes
Visitor Management	No	Optional	Optional
Support for Virtual Machines	Yes†	Yes†	Yes†
Cluster Server/Redundancy (Fail Over)	No	No	Yes
Database Replication (Regional Servers)	No	No	Yes
Anti-Passback/Occupancy Counting	No	Yes	Yes

*SL1/SL8/SL25/SL100/SL255/SL500/SL1000 **EL8/EL25/EL100/EL255/EL500/EL1000 †Option

Access It!® Lite.NET

Access It!® Lite.NET is a user-friendly, entry-level access control software package, designed with ease of use as a cornerstone. Access It!® Lite.NET is an "out of the box" access control solution that is perfect for entry-level systems. It supports up to 64 readers and access levels. Access It!® Lite.NET can be easily upgraded to Access It!® Universal.NET.

Software Service and Support

RS2 Technologies is dedicated to providing expert technical support and services in a timely and accurate manner. We understand that supporting our customers' needs is as important as the products that we develop.

In addition to 24-hour phone and e-mail consultation, we also use the web-based TeamViewer system to assist customers with rapid diagnosis and resolution of support issues. TeamViewer allows us to instantly share and interact with remote customer desktops – anywhere in the world. The inclusion of one of the industry's most comprehensive "knowledge bases" on our web site is one of the services that helps keep RS2's Technical Support positioned as a market leader.

Full product documentation is available on our web site. This includes all software user manuals and hardware installation guides. General information and technical support bulletins are sent out on a regular basis.

Microsoft Partner

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www.rs2tech.com

The Access It! helpdesk email address has changed! The new address is accessit.helpdesk@acre-co.com.

The ACRE offices are closed February 20th, 2023 in observation of President's Day.

Access it! Standard System Requirements

Jan 13, 2023

Overview

Access It! integrations may require different system requirements.

This document applies to:

- Access It! v9
- Access It! v10

Supported Server and Client Operating Systems

- Windows 10 Professional
- Windows 10 Enterprise
- Windows 11 Professional
- Windows Server 2012 Standard
- Windows Server 2012 Datacenter
- Windows Server 2012 R2 Standard
- Windows Server 2012 R2 Datacenter
- Windows Server 2016 Standard
- Windows Server 2016 Datacenter
- Windows Server 2019 Standard
- Windows Server 2019 Datacenter
- Windows Server 2022 Standard
- Windows Server 2022 Datacenter

Access It! Universal.NET Version 9.x requires a 64 bit operating system.

Virtualization Platforms

- The virtualization layer is transparent to the Access It! software. As long as one of the above Operating Systems is capable of running on the virtualization software, Access It! is supported.

Supported Database Engines

- SQL Server 2022 Express, Standard or Enterprise Editions
- SQL Server 2019 Express, Standard or Enterprise Editions

- SQL Server 2017 Express, Standard or Enterprise Editions

  Included with Access It! Universal.NET CD-ROM.

  SQL Server Express Installation Parameters
- SQL Server 2016 Express, Standard or Enterprise Editions
- SQL Server 2014 Express, Standard or Enterprise Editions

Configured for SMO (Shared Management Objects) support.

Client Requirements

Minimum

- Processor Type: Intel Pentium Dual Core or AMD Athlon II
- Processor Speed: 2 GHz Processor or faster
- 64 bit Operating system

  32 bit Operating Systems are no longer supported
- 4GB of RAM (64-bit OS)
- 20GB Free Hard Drive Space
- TCP/IP Client/Server Connectivity
- Display supporting minimum resolution of 800x600

Recommended

- Processor Type: Intel Core i3, AMD Phenom II x4, or greater
- Processor Speed: 2.6 GHz Processor or faster
- 64 bit Operating system

  32 bit Operating Systems are no longer supported
- 8GB of RAM or more (64-bit OS)
- 20GB Free Hard Drive Space
- TCP/IP Client/Server Connectivity

Server Requirements

Minimum

- Processor Type: Intel Core i3 or AMD Phenom II x4
- Processor Speed: 2.6 GHz Processor or faster
- 64 bit Operating system

  32 bit Operating Systems are no longer supported
- 8GB of RAM
- 250GB Free Hard Drive Space
- TCP/IP Server/Client Connectivity
- Display supporting minimum resolution of 800x600

Recommended

- Processor Type: Intel Xeon, AMD Opteron, or greater
- Processor Speed: 2.6 GHz Processor or faster
- 64 bit Operating system

  32 bit Operating Systems are no longer supported
- 16GB of RAM or more
- 500GB Free Hard Drive Space or more
- TCP/IP Server/Client Connectivity

More Information

- System requirements for the enterprise edition can be found within Access It! Version 9 Enterprise System Requirements article.
- You may encounter problems when installing SQL Server on a domain controller.

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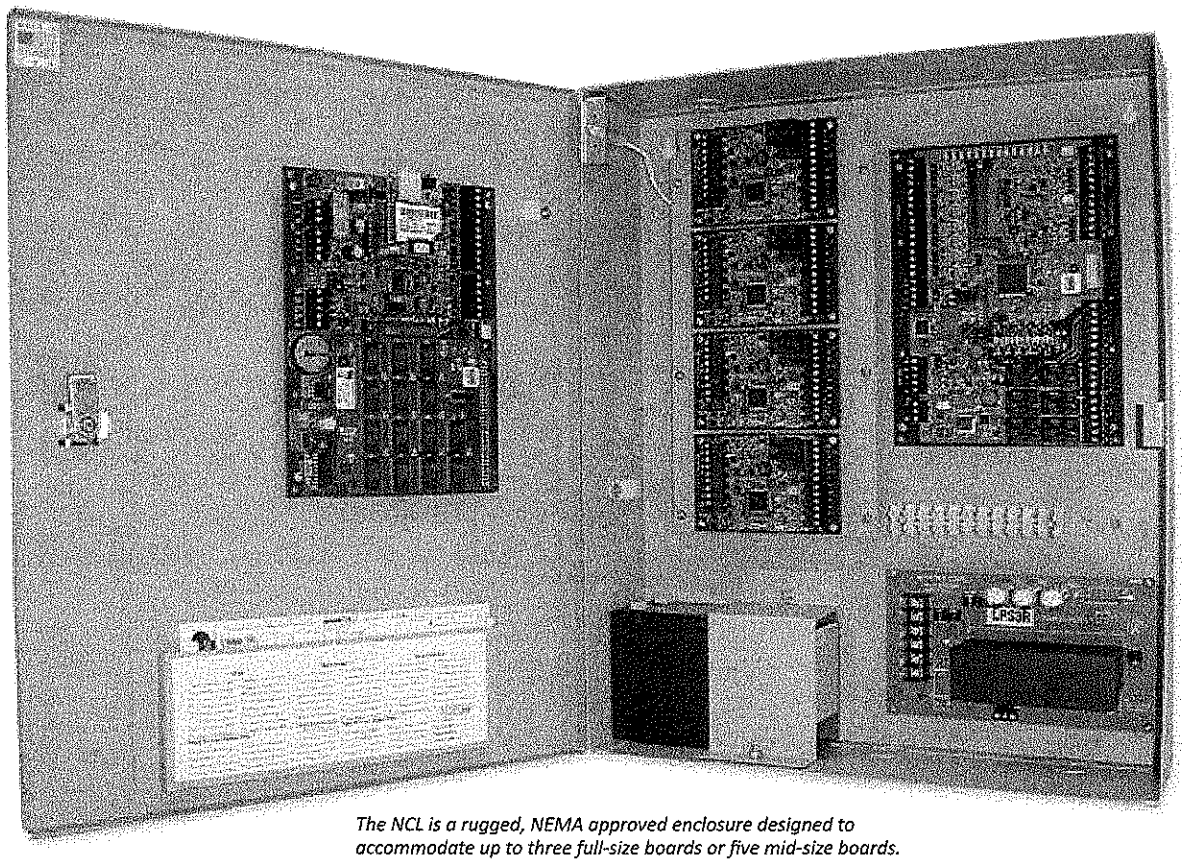
a family of access management hardware solutions

NCL



The NCL is a rugged, NEMA approved enclosure designed to accommodate up to three full-size boards or five mid-size boards.

The NCL includes these features:

- Rugged 18-gauge steel with gray powder-coated finish (inside & out)
- NEMA Type 1 approved
- Designed to accommodate multiple SCP board configurations
- Electrical knock-outs (1/2" and 3/4")
- Fully adjustable cabinet tamper switch
- Cabinet security lock with two keys
- Metal pocket for quick reference guide
- Mounting hardware pack for access control modules
- Made in the USA

The RS2 NCL Line of Enclosures

RS2 Technologies has designed the NCL line of enclosures with flexibility and easy installation in mind. They are rugged, 18-gauge steel NEMA approved enclosures that are designed to accommodate multiple board configurations. The NCL and NCL-12 are equipped with male threaded studs designed to accept 1/2" standoffs that facilitate attachment of both large and small boards. Standard RS2 NCL enclosures include the NCL, NCL-12, and SBE models. Other models are available by special order (contact your Regional Sales Manager).

Dimensions:

15" (W) x 18" (H) x 4" (D)
(381 mm x 457 mm x 102 mm)
Note: 4.049" (103 mm) (D) with door

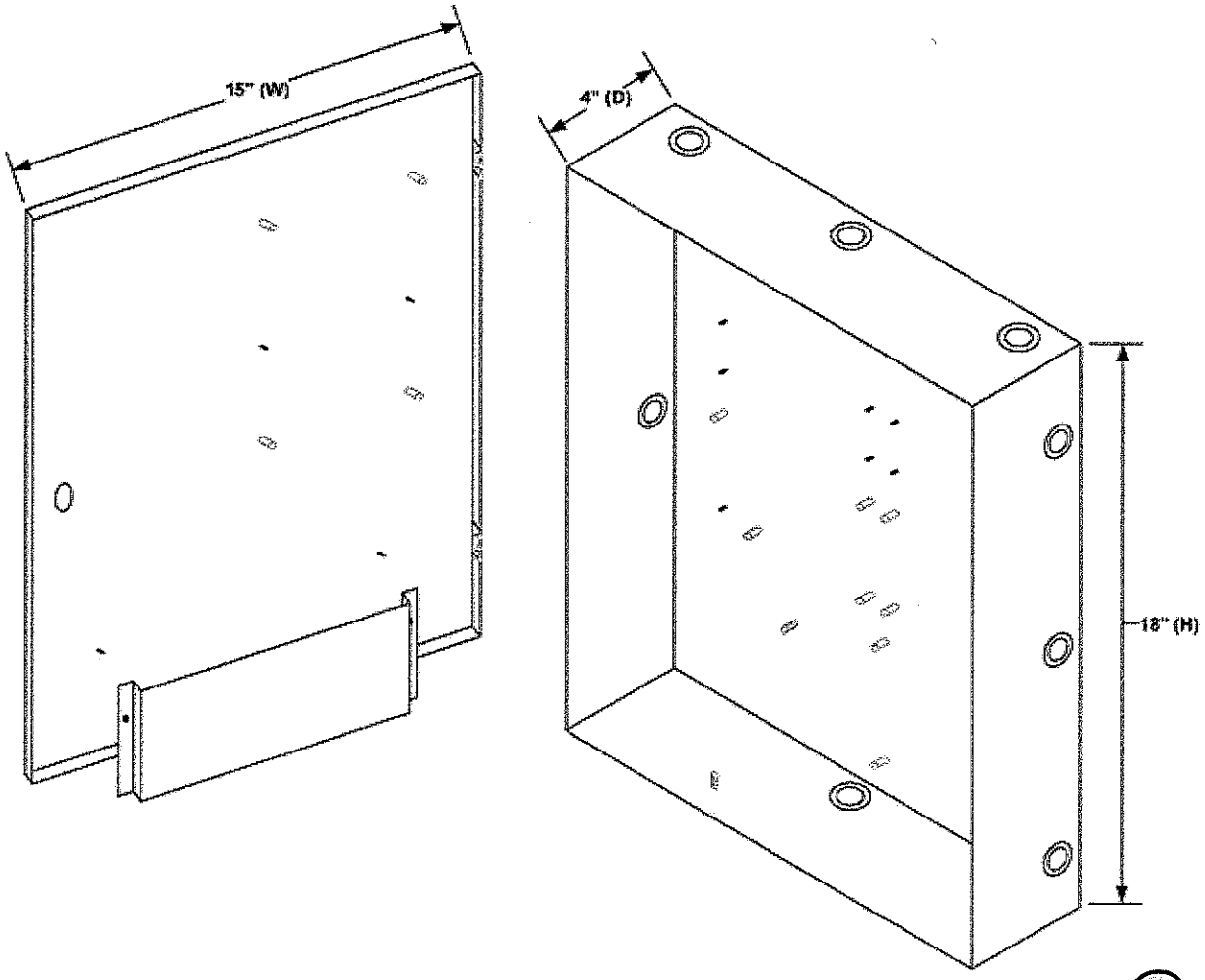
Material:
18-gauge powder-coated steel

Standards:
NEMA Type 1 approved

For more information, please contact:

Application Note:

The NCL comes equipped with a lockable door and mounting hardware. It can accommodate up to three full-size boards or up to five mid-size boards. By utilizing optional 4AP adapter plates, installation of as many as eight single door modules is possible. Other options include a 2.5A linear power supply (LIN-PS), a 4A switching power supply (SW-PS), and a rechargeable lead acid 7.0Ah 12V battery backup (BAT-70). Both power supplies include battery charger and power fail detection.



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Hardware Solutions

Hardware Solutions

RS2 Technologies has developed an integrated family of access control hardware that can be configured to meet a wide variety of applications. It is built around the workhorse LP Series of System Controllers from Mercury Security. These feature-rich devices are a cost-effective solution for very small to very large systems. A variety of input/output modules, communications packages, options, and stand-alone systems provide unparalleled flexibility for system configuration. The Access It! suite of access control software also integrates with a mixture of biometrics, DVR/NVR systems, locksets, and intrusion detection among many integrated devices. RS2 also carries complete enclosure and accessory options that can meet the need of any facility.

MERCURY SECURITY™

The LP Series of panels from Mercury are built on the Linux Embedded platform and provide numerous security and communication enhancements from earlier hardware lines. Devices have the identical footprint and interface as earlier models providing a simplified transition from legacy boards.

LP SERIES SCPs ARE AVAILABLE IN THESE CONFIGURATIONS:

LP-1501
The LP-1501 is a versatile IP-based Controller that is capable of operating as a standalone board controlling a single door or configured to allow for downstream RS-485 communication with control for up to 17 total doors. The LP-1501 supports PoE+ and is capable of delivering up to 1.25 A of power at the for readers, locks, and ancillary devices.

LP-1502
The LP-1502 controller contains an onboard SIO that controls two doors locally and is expandable to control up to 64 doors total. 4 auxiliary inputs and 2 auxiliary outputs provide the latitude to connect multiple devices to a single board.

RS2 PROCESSORS INCLUDE A VARIETY OF FEATURES:
- Built on the secure Linux Embedded platform
- Secure communication with end-to-end encryption (S2ES)
- Support for up to 64 readers
- Card capacity up to 2,000,000 cards
- Native hardware and software integrations
- Variety of communication and power options
- Supports up to 1024 inputs and 1024 outputs
- Flash firmware capability for easy field upgrades
- Support for up to 8 different card formats/technologies
- PIV-II, CAC, and TWIC card compatible
- UL 294 recognized, CE (RoHS) compliant
- FCC Part 15 Class A, HSPD-12/FIPS 201
- AES 256-bit NIST Certified Encryption
- UL 294 recognized, CE (RoHS) compliant
- FCC Part 15 Class A, HSPD-12/FIPS 201

LP-2500
The LP-2500 controller board is a powerful, IP-based controller board that is expandable to up to 64 doors with a card capacity up to 600,000. Dual RS-485 busses provide an ability to run more than one wiring run or each bus can support different device types and protocols.

LP-4502
The LP-4502 is the most powerful SCP and features a card capacity up to 2,000,000 cards. The dual RS-485 busses allows latitude in wiring and devices. The LP-4502 also features integrations such as embedded pivClass authentication, elevator destination dispatch, and BACnet.

SERIES 3 SIOs ARE AVAILABLE IN THESE CONFIGURATIONS:

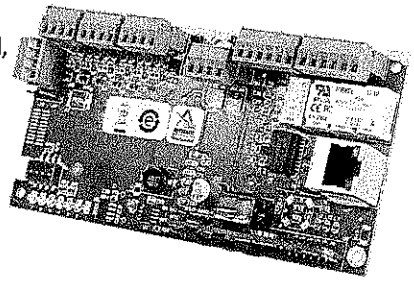
MR-16IN-S3
The MR-16IN-S3 subpanel contains 16 general-purpose input monitor points and two control relays. The MR-16IN-S3 is ideal for monitoring alarm or facility monitoring using devices such as door sensors, glass break sensor, water sensors, or smoke detectors.

MR-16OUT-S3
The MR-16OUT-S3 subpanel contains 16 general-purpose outputs that can be used to control a variety of devices included lighting, heating/cooling, sirens, or elevator control.

MR-50-S3
The MR-50-S3 subpanel is single door SIO that is compact with a small footprint making it an ideal solution for applications requiring installation at or near the door.

MR-52-S3
The MR-52-S3 is an SIO capable of controlling two doors with 4 auxiliary inputs and 4 auxiliary outputs providing the most versatile subpanel. The flexibility provided by the MR-52-S3 makes it a popular choice.

MR-62e
The MR-62e is a PoE+ enabled, IP-based subpanel. The MR-62e supports only secure OSDP readers and can supply up to 1.5 A at the board for readers, strikes, and auxiliary devices when using PoE+.



Multiplexers
The **MUX-8** is an eight-port RS-485 multiplexer that takes an RS-485 or RS-232 input and multiplexes eight 2-wire RS-485 communication channels, providing numerous installation configuration options.

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Hardware Solutions

Stand-Alone Systems

RS2's First Step℠ PLUS System is designed to address the needs of users who want an easy-to-install, cost-effective solution for simple door control. The First Step℠ PLUS System combines the versatile, cost-effective LP Series of controllers with Access It!® Lite.NET™ software. Expandability for two card readers and associated door hardware is provided through the MR-52-S3 dual-reader interface module.

Our NExT Step℠ System network appliance provides users with an economical and reliable two-reader (expandable up to 64 readers) access control solution that requires no computer or software installation. Users simply assign it an IP address and they're up and running. NExT Step℠ can be accessed from any supported web browser, computer, or mobile device. It is built with solid state Authentic Mercury™ hardware, has no moving parts, and is highly secure. All the software is completely pre-installed. It does not require operating system updates.

Our Step Up℠ System is a reliable, easy-to-install hardware retrofit offering a simple board swap of boards currently installed in legacy systems. The Step Up℠ System is based on the reliable M5 Bridge from Mercury Security, which allows users to perform a simple board swap of every board currently installed in legacy enclosures with a comparable Step Up℠ replacement.

Enclosures and Options

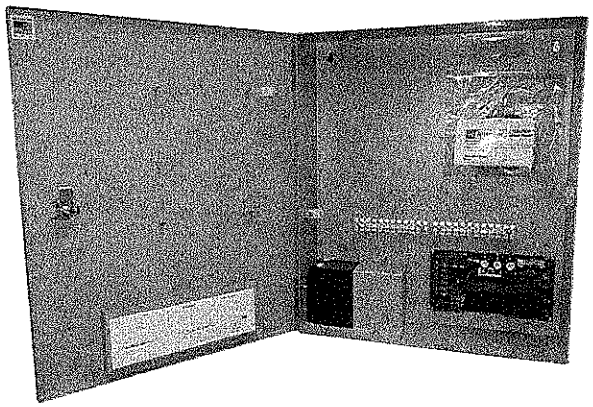
RS2 **NCL**℠ Series enclosures are rugged , NEMA approved, vented, 18-gauge steel enclosures, available in the following models:

- **NCL**℠: 18"(H) x 15"(W) x 4"(D) enclosure can accommodate up to three full-size boards or five mid-size boards.
- **NCL-12**℠: 24"(H) x 18"(W) x 4.5"(D) direct wire ready enclosure. (UL-approved NCL-12UL℠ is also available.)
- **NCL-8-SPW**℠: 36"(H) x 24"(W) x 5"(D) SPW (Semi Pre-Wired) enclosure.
- **NCL-12-WMS**℠: 36"(H) x 24"(W) x 5"(D) with 1" x 3" wire management system.
- **NCL-SBE**℠: A single board enclosure (SBE) configured to hold any hardware boards.

All RS2 **NCL**℠ enclosures include a dedicated tamper switch, cabinet security lock, and assorted knockouts and keyway locks.

Options for the **NCL**℠ line include an adapter plate, linear and switching power supplies, and a battery backup. Power supplies include battery charger and power fail detection.

RS2 also carries enclosure and power options from ASSA ABLOY, Altronix, Bruder Manufacturing, and LifeSafety Power.



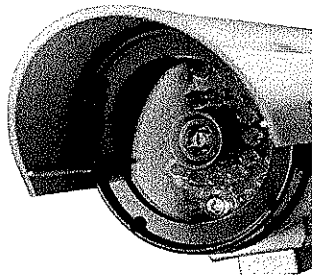
RS2 offers a complete line of products that can meet the needs of any system by delivering a wide variety of power and enclosure options.

Biometrics

RS2 Technologies offers the most advanced options in biometric identity verification. These biometric devices can provide multiple factors of authentication using biometric verification providing a more secure access control solution. Biometric solutions include fingerprint, finger vein, hand geometry, facial recognition, and iris scanning. RS2 integrates seamlessly and automatically syncs cardholders, cards, access levels, and biometric templates as needed. Enrollment can be done directly from the Access It! Universal.NET software screen delivering a simplified method of delivering high-level security.

Credentials and Readers

RS2 Technologies carries a diverse selection of readers and credentials. Readers are capable of using 125 kHz credentials, 12.56 MHz credentials, and Bluetooth Low Energy(BLE) credentials via a smartphone. Readers are also capable of supporting smart cards, Data-on-Card solutions, HID iCLASS Seos, and legacy card technologies such as Magstripe. Smart card encoding is available as an optional feature in Access It! Universal.NET. RS2 carries a variety of readers that support the Open Supervised Device Protocol(OSDP) to ensure communication between the reader in the panel is encrypted and secure. RS2 Technologies also carries credentials for each of these technology types.



Integrations

The Access It! software suite offers numerous integrations to many different hardware systems. Included in the hardware integrations are the Mercury Security Platform, Biometrics, BACnet, Elevator Destination Dispatch, DVR/NVR Systems, Intrusion Detection, Power Monitoring, and Wireless/IP Locksets. These hardware integrations provide a framework for creating complete access control solutions fit to meet the needs of any facility.

Wireless/IP Locksets

Wireless/IP locksets lower costs by reducing installation labor, simplifying project management, and leveraging existing infrastructure. RS2 partners with the leading lockset manufacturers to integrate directly into the Access It! Universal.NET software. Supported locksets include ASSA ABLOY, Allegion, Best Access, and SALTO. These platforms provide varying features including Data-on-Card, PoE, and wireless.

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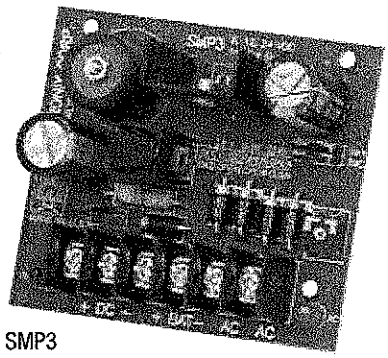
Altronix®

Rev. SMP3-02062017

SMP3
Power Supply/Charger


SMP3

Description

Altronix SMP3 power supply/charger converts a low voltage AC input into a 6VDC, 12VDC or 24VDC output. This unit has a wide range of applications for access control, security and CCTV system accessories that require additional power.

Specifications

Input

Voltage	16VAC to 28VAC.

Outputs

Voltage	6VDC, 12VDC or 24VDC selectable.
Current	2.5A continuous max.
Other	Short circuit and thermal overload protection. Filtered and regulated.

Back-up Battery *(not included)*

Type	Sealed lead acid or gel type.
Failover	Upon AC loss, instantaneous.

Indicators (LED)

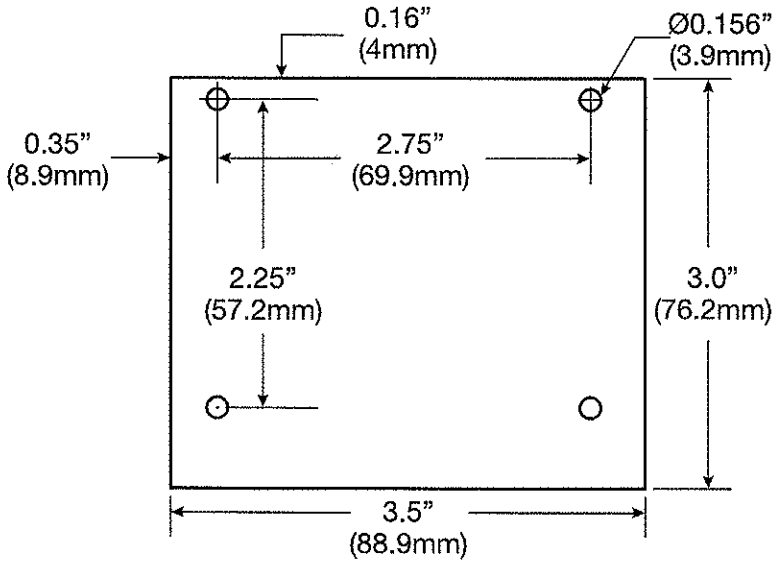
Input	Input voltage is present.
DC Output	Powered.

Physical and Environmental

Dimensions (L x W x H)	3.5" x 3" x 2" (88.9mm x 76.2mm x 50.8mm).
Product Weight	0.25 lbs. (0.12 kg).
Shipping Weight	0.35 lbs. (0.16 kg).
Temperature	
Operating	0°C to 49°C (32°F to 120°F).
Storage	-20°C to 70°C (-4°F to 158°F).
Relative Humidity	85% +/-5%.
BTU/Hr (approx.):	
	6VDC: 8 BTU/Hr.
	12VDC: 15 BTU/Hr.
	24VDC: 31 BTU/Hr.

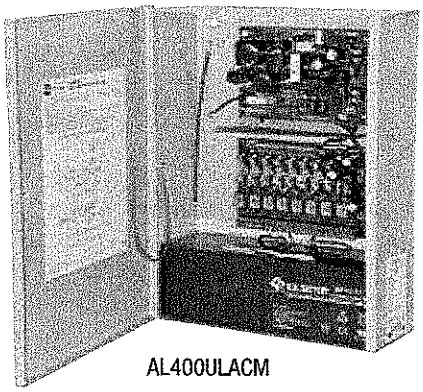
Board Dimensions (L x W x H) and Drawing

3.5" x 3" x 2" (88.9mm x 76.2mm x 50.8mm)



AL400ULACM Power Supply/Chargers with Multi-Output Access Power Controllers

Rev. DSAL400ULACM_05152015



AL400ULACM

Overview

AL400ULACM converts a 115VAC 60Hz input into eight (8) independently controlled 12VDC or 24VDC Fail-Safe and/or Fail-Secure outputs with a total of 4 amp @ 12VDC or 3 amp @ 24VDC continuous supply current. Outputs are activated by an open collector sink or normally open (NO) dry trigger input from an Access Control System, Card Reader, Keypad, Push Button, PIR, etc. This unit will route power to a variety of access control hardware devices including Mag Locks, Electric Strikes, Magnetic Door Holders, etc. The outputs will operate in both Fail-Safe and/or Fail-Secure modes. This unit is designed to be powered by one common power source (factory installed) which will provide power for both the board operation and locking devices, or two (2) totally independent power sources, one (1) providing power for board operation and the other for lock / accessory power. The FACP Interface enables Emergency Egress, Alarm Monitoring, or may be used to trigger other auxiliary devices. The fire alarm disconnect feature is individually selectable for any or all of the eight (8) outputs.

Specifications

Input:

- Input 115VAC 60Hz rated @ 3.5 amp.
- Power supply input options:
  a) One (1) common power input for ACM8 and lock power (factory installed).
  b) Two (2) isolated power inputs - One (1) to power the ACM8 and one (1) for lock accessory power, (external power supply is required). Current is determined by the power supply connected, not to exceed a maximum of 10 amp total.
- Eight (8) Access Control System trigger inputs. Input options:
  a)Eight (8) normally open (NO) inputs.
  b)Eight (8) open collector inputs.
  c)Any combination of the above.

Output:

- 12VDC or 24VDC outputs.
- 12VDC @ 4 amp supply current or 24VDC @ 3 amp supply current.
- Class 2 Rated power-limited outputs.
- Eight (8) independently controlled outputs. Output options:
  a) Eight (8) Fail-Safe and/or Fail-Secure power outputs.
  b) Eight (8) form "C" 5 amp rated relay outputs
  c) Any combination of the above.
- Eight (8) auxiliary power outputs (unswitched)
- Output ratings:
  - Fuses are rated @ 3.5 amp.
- Filtered and electronically regulated outputs (built-in power supply).

Supervision:

- AC fail supervision (form "C" contacts).
  - Notification trigger is selectable for 30 seconds (factory set) or 6 hours.
- Low battery and battery presence supervision (form "C" contact).

Features:

- Fire Alarm disconnect (latching or non-latching) is individually selectable for any or all of the eight (8) outputs.
- Fire Alarm disconnect input options:
  a) Normally open (NO) or normally closed (NC) dry contact input.
  b) Polarity reversal input from FACP signaling circuit.
- Alarm output relay indicates that FACP input is triggered (form "C" contact rated @ 1 amp 28VDC not evaluated by UL).
- Short circuit and thermal overload protection.

Visual Indicators:

- Red LEDs indicate outputs are triggered (relays energized).
- Green LED indicates FACP disconnect is triggered.
- AC input and DC output LED indicators.

Battery Backup:

- Built-in charger for sealed lead acid or gel type batteries.
- Power Supply Board maximum charge current 0.7 amp.
- Automatic switch over to stand-by battery when AC fails.
- Zero voltage drop when unit switches over to battery backup (AC failure condition).

Electrical:

- Operating temperature: 0° C to 49° C ambient.
- ACM8 board main fuse is rated at 10 amp.
- BTU/Hr.:
  - 12VDC: 24.57 BTU/Hr.
  - 24VDC: 36.85 BTU/Hr.

Mechanical:

- Enclosure Dimensions (H x W x D approx.): 15.5" x 12" x 4.5" (393.7mm x 304.8mm x 114.3mm)
- Combination knockouts are 0.625" and 0.75"
  - Accommodates up to two (2) 12AH batteries.
- Product weight (approx.): 10.7 lbs. (4.85 kg).
- Shipping weight (approx.): 12 lbs. (5.44 kg).

Agency Approvals

UL Listed for Access Control Systems Units (UL 294).

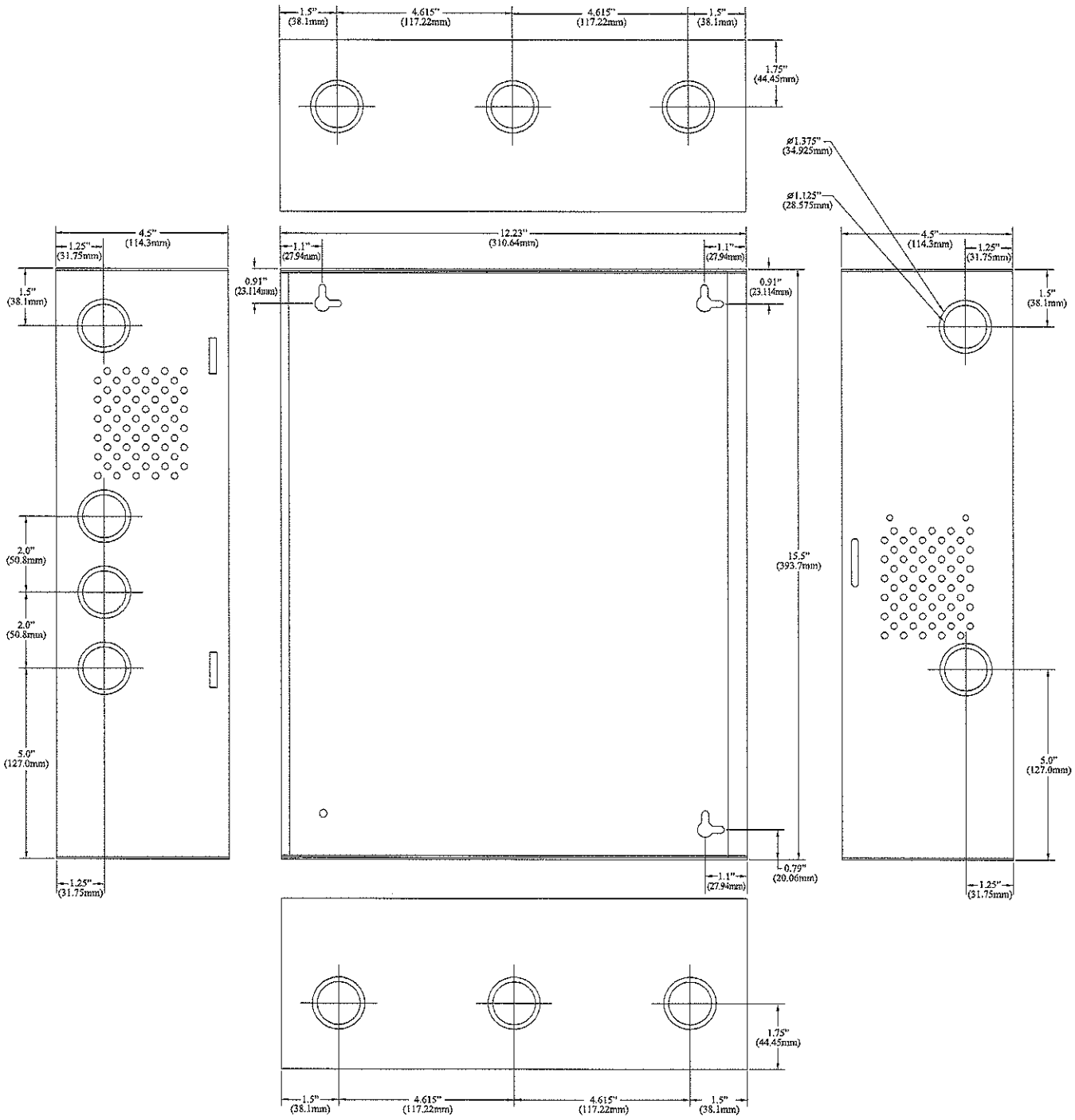
CUL Listed - CSA Standard C22.2 No.205-M1983 Signal Equipment.

MEA Approved — MEA - NYC Department of Buildings Approved.

CSFM - California State Fire Marshal Approved.

Enclosure Dimensions *(H x W x D approximate)*:

15.5" x 12" x 4.5" (393.7mm x 304.8mm x 114.3mm)



Power Patrol® Batteries

Specification Sheet

Sealed Lead-Acid Batteries — SLA1075

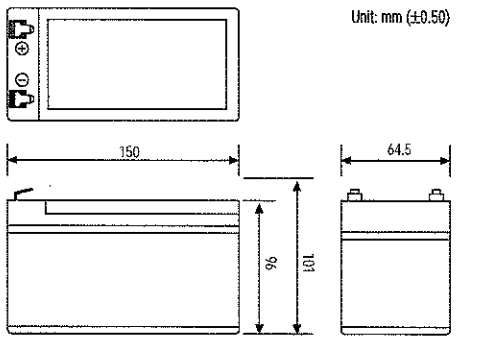
Capacity Specifications

Cut-off Voltage	20 Hr Rate (0.36 A)		7.2 Ah
1.75 v/c @ 25°C	10 Hr Rate (0.65 A)		6.5 Ah
1.70 v/c	5 Hr Rate (1.14 A)		5.7 Ah
1.55 v/c	1 Hr Rate (4.1 A)		4.1 Ah
		Bloc	Per Cell
Charge Voltage *(constant)*	Float	13.5~13.8	2.25~2.30
	Cycle	14.4~14.7	2.40~2.45
Discharge Current Amps *(5 seconds maximum)*	80		
Discharge Current Amps *(maximum continuous)*	50		
Max. Charge Current		2.16 A	
Approx Final Charge Current *(2.25 v/c Float)*		0.014 (14 mA)	
Approx Final Charge Current *(2.45 v/c Cycle)*		0.07 (70 mA)	
Terminal Type		Type A / (G optional)	
Self Discharge		9 months @ 21°C	
Case Material		ABS – Gray* or Black	

Due to changes in the manufacturing processes, specifications may change without notice.
*Gray option is Flame Retardant ABS.

Technical Specifications

Nominal Voltage		12V
Nominal Capacity		7.2 Ah (20 Hr Rate)
Dimensions	Length:	150 mm
	Width:	64.5 mm
	Height:	95 mm
Total Height/Terminal:		101 mm
Weight		Approx 2.75 Kg



Actual Wattage / Ampere Capacity at Various Discharge Times (Volt per Cell @ 25°C)

Cut Off Voltage \ Time		5 Min.	10 min.	15 min.	30 min.	45 min.	60 min.
1.75 v/c	W	45.4	30.77	23.28	12.9	10.31	8.07
25°C	A	25.94	17.58	13.3	7.37	5.89	4.61
1.67 v/c	W	47.76	31.4	23.9	13.09	10.04	8.07
25°C	A	28.6	18.8	14.31	7.84	6.01	4.83
1.60 v/c	W	49.28	31.52	24.0	13.3	9.3	7.79
25°C	A	30.8	19.7	15.0	8.31	5.81	4.87

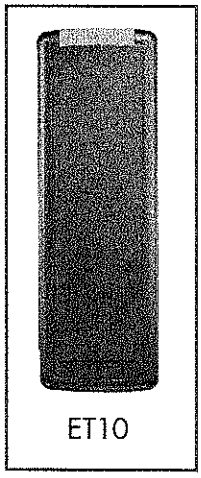
© Interstate Battery System of America, Inc. 02/03 ws

WaveLynx technologies corporation

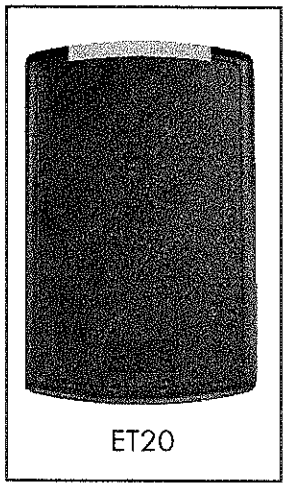
ENTERPRISE & CAMPUS READY

ETHOS™ READERS

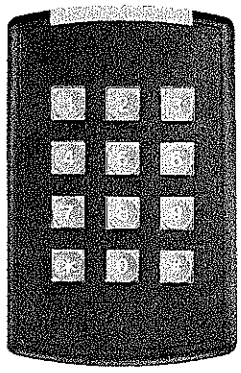
Advanced Access Control Readers | Secure Communications



ET10



ET20



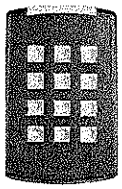
ET25

WaveLynx Technologies' Ethos line of multi-technology contactless access control readers offers a modern aesthetic and a state-of-the-art feature set. Standard technologies include Proximity (125 kHz), Smart (13.56 MHz), NFC, and Bluetooth®, so that customers can set their migration path to secure credentials and security ecosystems. All Ethos readers are fully OSDP™ compliant and are currently enabled for Secure Channel and remote firmware upgrades. Additionally, Ethos readers offer a unique patented feature called OSDP Auto-Detect. They communicate OSDP and Wiegand over the same wires to automatically detect and convert to OSDP Secure Channel protocol when the panel is upgraded, eliminating the need to rewire or reconfigure the reader.

KEY FEATURES

- Multiple technologies in a single reader: Proximity, Smart, NFC & BLE
- OSDP Autodetect
- OSDP Secure Channel and remote firmware upgradability
- MIFARE DESFire® EV1 & EV2 support
- Ethos Wiegand/OSDP readers work with MyPass Mobile Credentials
- LEAF credential support for secure, open, interoperability
- FSK and ASK legacy proximity credentials support for seamless transitions
- Accelerometer-based tamper detection
- Tri-state LED light bar (red, green, blue) and audible beeper
- Accommodates indoor, outdoor installation environments

TECHNICAL SPECIFICATIONS

FEATURES	Mullion Model ET10	Single Gang Model ET20	 Keypad Model ET25
RF Technologies	**Part Number**	**Part Number**	**Part Number**
13.56 MHz	ET10-WS2	ET20-WS2	ET25-WS2
125 kHz & 13.56MHz	ET10-WS3	ET20-WS3	ET25-WS3
13.56MHz & Mobile	ET10-WS6	ET20-WS6	ET25-WS6
125 KHz & 13.56MHz & Mobile	ET10-WS7	ET20-WS7	ET25-WS7
Color	Black (Standard) | Beige | Custom by Request		
Current	105 mA average, 145 mA peak	120 mA average, 170 mA peak	145 mA average, 195 mA peak
Voltage	5-16 V DC		
Temperature Range	UL™ tested -35° to 66°C and EN -40° to 70°C and 95% humidity		
Read Ranges	EV1: 1.2", EV2: 2.2" 125 kHz up to 4"	EV1: 1.5", EV2: 2.5" 125 kHz up to 4"	
Dimensions	5.1" x 1.7" x 0.71"	5.1" x 3.25" x 0.71"	
Shipping Dimensions	6" x 3" x 2"	6" x 4" x 2"	
Shipping Weight	7 oz	10 oz	11.3 oz
HS Code	8471.60.9030		
Security Level	EAL 6+		
Country of Origin	USA		
Warranty	Lifetime		3 Years

Certifications: FCC, IC, CE, UL 294, EN 302291, EN 301489, EN 300330, EN 50130-4, IP55, BIS IS 13252

Patents: Please visit www.wavelynxtech.com/patents

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LEAF ENABLED
Secure. Open. Interoperable.
For more information, visit **LEAFIdentity.com**

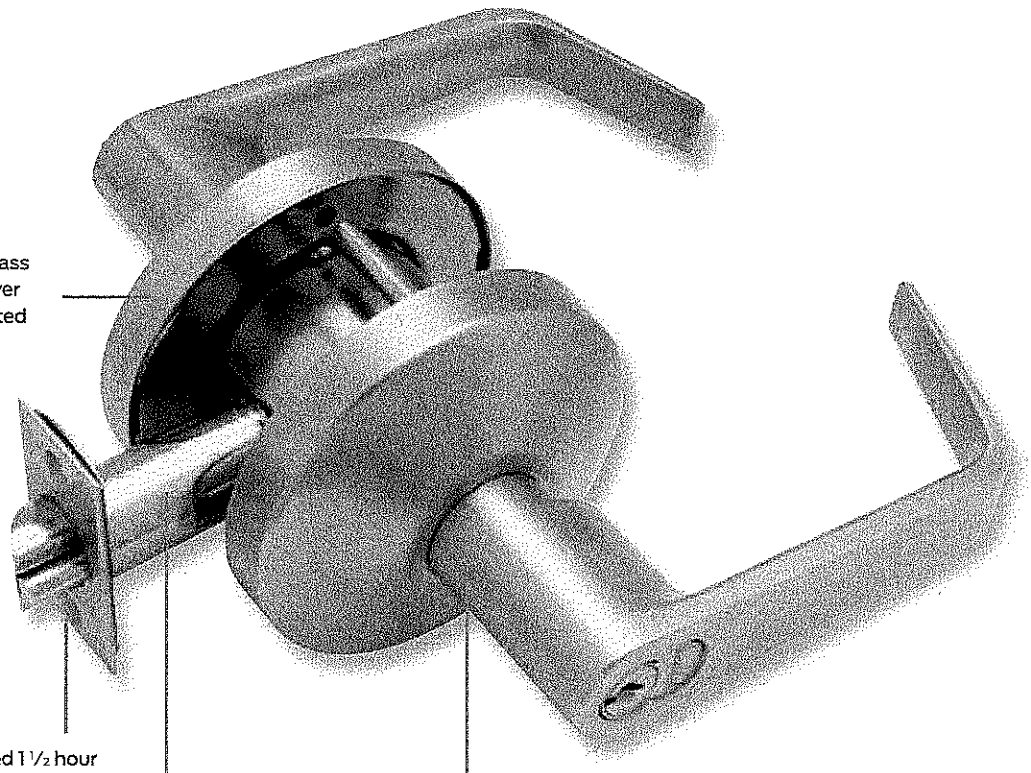
B Series

Grade 2, medium-duty cylindrical lever locks

HANDSET FOR CITY CLERK'S OFFICE AND NEW ELEVATOR LOBBY DOOR.

When you need a tough, reliable lock for a government/military, retail, industrial or multi-family project, you need a Falcon B Series lock. Our full line of Grade 2 locksets are a perfect replacement for existing locks, or a smart specification in new construction. With upgraded finishes, these locks deliver style as well as strength. Falcon B Series locks feature an interchangeable core that can be removed for quick, easy re-keying, and are compatible with SFIC products from other manufacturers. Most importantly, they're backed by one of the best names in the business.

Features



B Series

Features

Door thickness: 1 3/8" to 2" standard.

Backset: 2 3/4" standard. 2 3/8" also available.

Mechanism: Parts constructed of brass or cold formed steel, zinc plated and dichromated for rust resistance. Springs are stainless steel.

Attachment: Lock chassis secured to door by two screws which pass through a steel rose insert inside and thread directly into the outer rose mounting assembly.

Handing: Locks are non-handed.

Cylinders: Drilled with 6-pin chambers, pinned in 5. Pinning in 6 chambers available when specified, at no cost. Cylinder assemblies removable to rekey. Also available with 6 or 7-pin interchangeable core cylinders. Cylinder housings and plugs machined from solid brass. Springs are phosphor bronze. Two nickel silver keys furnished standard.

Competitor cylinders: The B Series accepts these standard 6-pin cylinders: Assa, Kaba, Lori, Medeco, Primus and Schlage.

Keyways: "G" keyway standard on standard cylinders. "A" keyway standard on I/C core cylinders. Also available with some optional keyways. See page 66.

Trim: Roses are 3 1/2" diameter, heavy wrought brass or bronze, installed over steel rose inserts which are through-bolted through door. Levers are pressure cast zinc (solid levers no inserts) material finished to match mating parts.

Latches: 1/2" bolt projection. UL (3-hour, A Label) listed. Latches have self-adjusting fronts to accommodate beveled or flat doors. 2 3/8" backset with 2 1/4" x 1" latchfaces, 2 3/4" backset with 2 1/4" x 1 1/8" latchfaces. Deadlocking latches have a solid round bar stock DL bar preventing latch jamming and/or lock outs.

Strikes: 4 7/8" x 1 1/4" ANSI strike with curved lip to meet ANSI A115.2 door frame preparation standard. Consult Options and Accessories section for other available strike size and configurations.

Screws: Furnished with combination screws for use in wood or metal doors and frames.

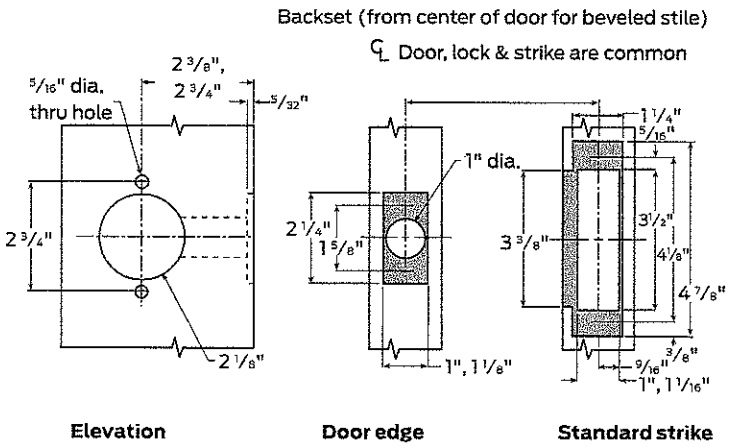
ANSI/BHMA: Exceeds ANSI/BHMA A156.2, Series 4000, Grade 2.

UL: 3 hour, A label.

Specifications

Key-in-lever cylindrical locksets shall be Falcon B Series or equal and meet the following requirements:

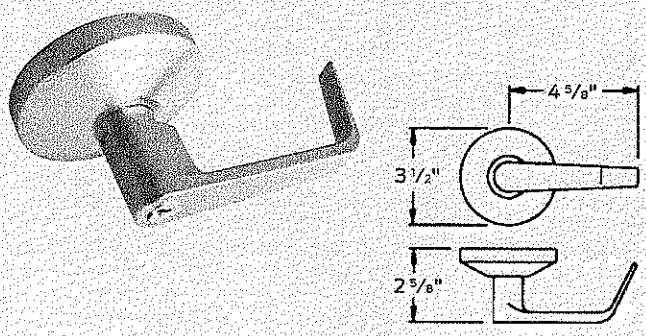
- All locks shall meet the new ANSI/BHMA A156.2, Series 4000, Grade 2 test requirements for key-in-lever locksets.
- Locksets shall be UL Listed 3-hour, A Label.
- Lever trim shall have individual heavy-duty springs for lever return and to prevent lever sag. Trim shall be through-bolted with screws coated with thread sealant to provide strength and resistance to loosening.
- Roses shall be 3 1/2" diameter.
- All lever designs shall be solid (no inserts) and meet the federal ADA and state disability requirements.
- Locksets shall adjust to fit door thickness from 1 3/8" to 2".
- All locksets shall be non-handed and not require field disassembly for re-handing.
- Preparation for door must be non-handed. Acceptable manufacturer: Falcon lock



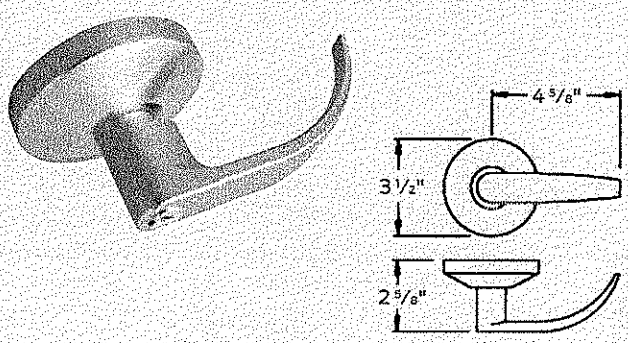
Lever styles

Levers are solid pressure cast zinc, finished to match mating parts. Roses are wrought brass or bronze installed over steel through-bolted rose inserts. Levers are secured by a spring-loaded retainer. Retainer in keyed lever cannot be depressed without key.

Dane (D)



Quantum (Q)

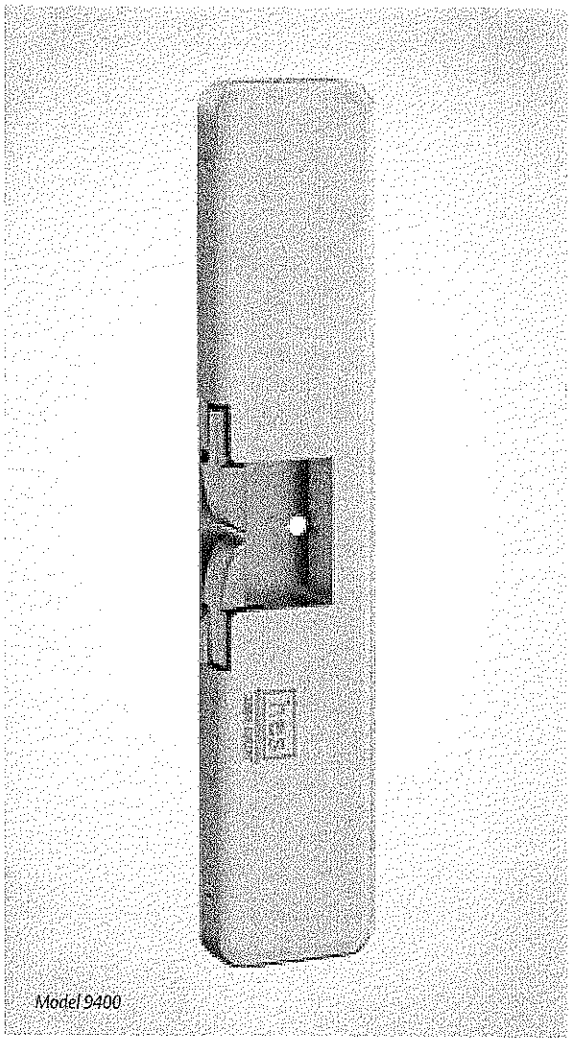


Abrasive strip levers

All levers are available with an abrasive strip along the inside length of the lever to identify entrances that may be hazardous to the handicapped. To order, change trim designation to: 6DA (Dane) or 6QU (Quantum) in trim section of order. Not vailable on 613 finish as abrasive strip will not hold.

Trim finishes chart

Description	ANSI No.	Available on
Bright brass	605	All trim
Satin brass	606	All trim
Satin bronze	612	All trim
Oil rubbed bronze	613	All trim
Bright chrome	625	All trim
Satin chrome	626	All trim



Model 9400

hes
ASSA ABLOY

9400 Series
Surface Mounted Electric Strike

Works with rim exit devices with a 1/2" throw latchbolt

Stylish Looks

Slim-Line Profile

Unique 1/2" slim-line form
Decorative cover for a sleek look
Available in 7 finishes to match any decor

Convenient

Easy Installation

Completely surface mounted for quick installation
Installs in metal or wood frames
Simple fail secure/fail safe and 12/24VDC conversions

Quality

Reliable Strength

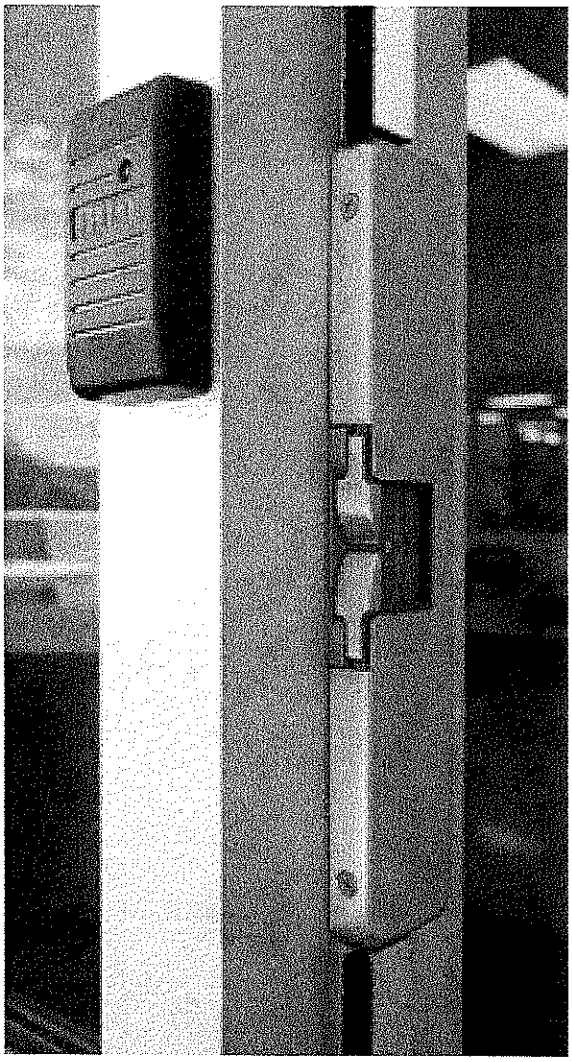
Exceeds Grade 1 standards for strength and performance
UL 1034 burglary-resistant listed
Components encased in 1/2" stainless steel housing

The Easy Install, Slim-Line, Surface Mounted Solution

ASSA ABLOY, the global leader in door opening solutions

hesinnovations.com

RIM EXIT DEVICES | FIELD SELECTABLE (12 OR 24VDC) | FIELD SELECTABLE (FAIL SECURE / FAIL SAFE) | GRADE 1 | OUTDOOR RATED | UL 1034 BURGLARY LISTED



hes
ASSA ABLOY

9400 Series
Surface Mounted Electric Strike

Features

Standard Features
- Installs in metal or wood frames
- Decorative cover for a sleek look
- Stainless steel construction
- Static strength to 1,500 lbs.
- Dynamic strength to 70 ft-lbs.
- Endurance 500,000 cycles
- Field selectable fail secure/fail safe
- Dual voltage 12 or 24VDC
- Non-handed. Horizontal adjustability
- Five year limited warranty

Optional Features
LBM » Latchbolt monitor

LBSM » Latchbolt strike monitor

Accessories
9400/9500/9600-108 » Spacer plate (black or 630 finish)

9000-MTK » Metal template kit

SMB » Surface mounting box

2001M » Plug-in bridge rectifier

2004M » ElectroLynx® adapter

2005M3 » SMART Pac® III

2006M » Plug-in buzzer

Finishes
630 » Satin stainless steel

605 » Bright brass

606 » Satin brass

612 » Satin bronze

613 » Bronze toned

613E » Dark oxidized satin bronze (NEW)

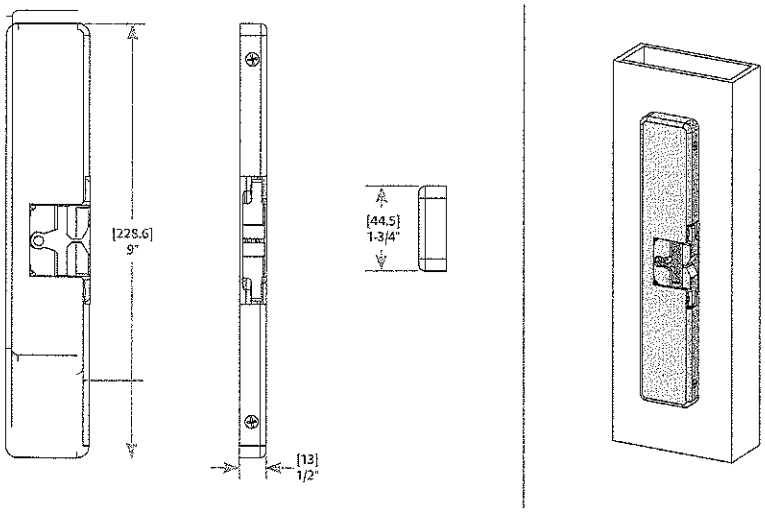
629 » Bright stainless steel

Specifications

Listings and Patents
- UL 1034 burglary-resistant listed and suitable for outdoor use
- UL 294 (6th edition) listed
- ANSI/BHMA A156.31, Grade 1
- RoHS compliant
- Patents: 6,390,520; 8,454,036
- Patent Pending

Frame Application
- Metal
- Wood

Electrical (continuous duty)
- .45 Amps @ 12VDC
- .25 Amps @ 24VDC
- PoE friendly



For information call **800.626.7590** or visit us online at **www.hesinnovations.com**

HES-050-0315

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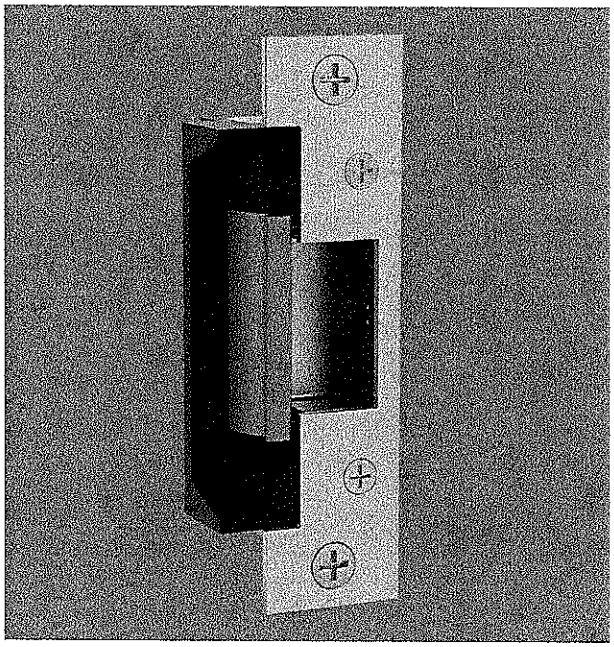
ASSA ABLOY, the global leader in door opening solutions

HES® 5200 Electric Strike

ASSA ABLOY

The global leader in door opening solutions



The Grade 1 solution with horizontal adjustability.

Horizontal Adjustability

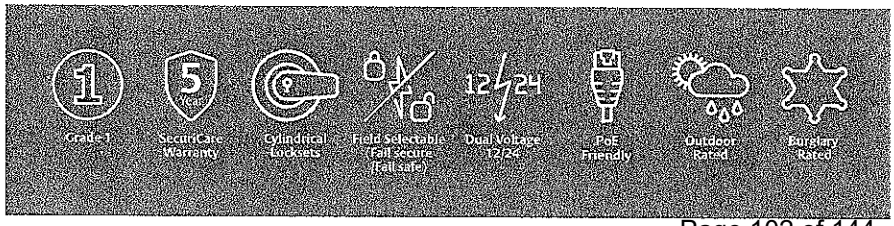
- Easily adjusts once installed to accommodate for the position of the latchbolt
- Simple installation process

Versatile Design

- Field selectable fail secure/fail safe
- Accommodates latchbolts up to 3/4" throw
- Plug-in connector and trim enhancer included

Tested for Durability

- ANSI/BHMA A156.31, Grade 1
- Static strength 1,500 lbs, Dynamic strength 70 ft lbs
- Endurance 1 million cycles



Dimensions

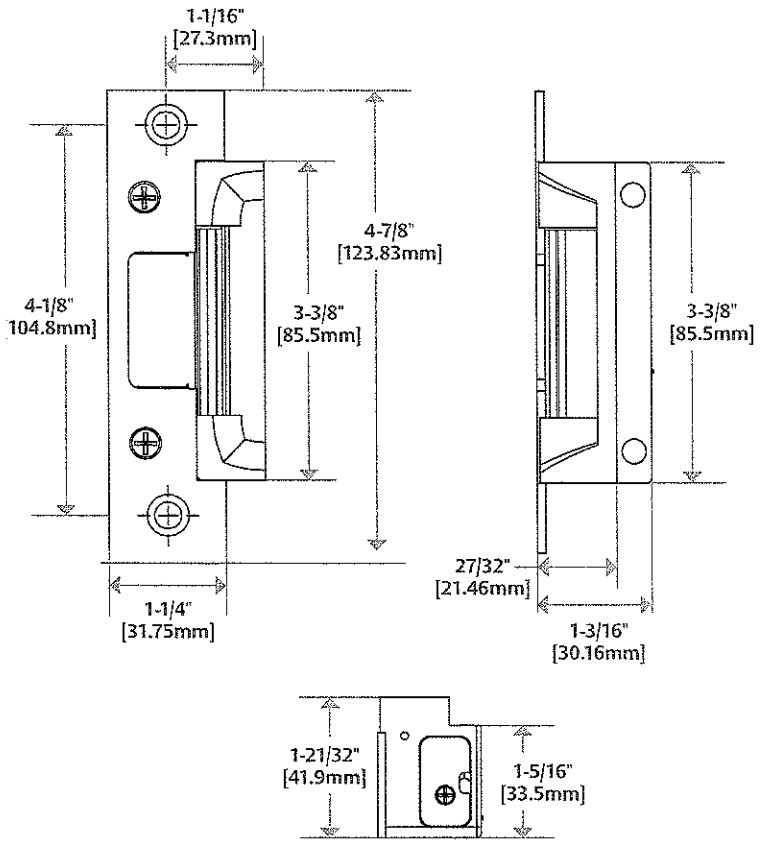


Diagram shown with 501 Option

Specifications

Certifications

- ANSI/BHMA A156.31, Grade 1
- UL 1034 burglary-resistant listed
- UL 294 listed
- RoHS compliant

Frame Application

- Metal
- Wood

Electrical (DC Continuous Duty)

- Dual voltage 12/24 VDC/VAC
- 240 mA at 12 VDC/120 mA at 24 VDC
- PoE friendly

Features

Standard Features

- Tamper-resistant
- Static strength 1,500 lbs
- Dynamic strength 70 ft-lbs
- Endurance 1 million cycles
- Field selectable fail secure/fail safe
- In-frame horizontal adjustment
- Non-handed
- Internally mounted solenoid
- Accommodates 5/8" – 3/4" latchbolt (3/4" with 1/8" door gap)
- Strike body depth 1-3/16"
- Plug-in connector
- Trim enhancer included
- SecuriCare five-year, no-fault, no questions asked warranty

Optional Features

- **LBM** Latchbolt monitor
- **LBSM** Latchbolt strike monitor

Accessories

- **5200-500** Filler block for retro-fit applications
- **150** Strike latch guard
- **HESCUT-MTK** Metal template kit
- **2001M** Plug-in bridge rectifier
- **2004M** ElectroLynx® adapter
- **2005M3** SMART Pac® III
- **2006M** Plug-in buzzer
- **5204-1/2** 1/2" stackable lip extension
- **5204-1** 1" stackable lip extension
- **5204-1-1/4** 1-1/4" stackable lip extension

How to Order

Series	Model	Finish	Option(s)
5200	–	– 630	– LBM
5200 Universal Electric Strike; Faceplates ordered separately	**C*** Complete Electric Strike; Includes the 501 and 501A faceplates	**605** Bright Brass **606** Satin Brass **612** Satin Bronze **613** Bronze Toned **629** Bright Stainless Steel **630** Satin Stainless Steel **BLK** Black	**LBM** Latchbolt Monitor **LBSM** Latchbolt Strike Monitor

**Complete Pacs are only available in the 630 finish*

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ESH-HES-22-0818

RT Series
Wireless Transmitters

Wireless remote transmitters allow access control for up to three doors from one device. Ideal for front desk/ reception applications or hard-to-wire locations. Designed to work with magnetic locks, electric strikes, keypads, gate operators and door operators. Kits include channel receiver and transmitter with mount and keychain.

Features

Standard Features

- Transmitter can be mounted under a desk or on a wall
- 12" antenna with up to 300' range
- Rolling code with over 1 billion code combinations
- Latching option keeps doors unlocked until button is pressed again
- Receiver can be controlled by up to 30 transmitters
- Receiver has a 5 second momentary output

Options

- **RT-1** one receiver, two transmitters
- **RT-1T** additional transmitter
- **RT-1TW** additional transmitter with wire lead
- **RT-3** three receivers, one transmitter
- **RT-3R** additional receiver

Specifications

Certifications & Listings

- CE Certified
- RoHS compliant

Dimensions

- 2-1/2"L x 1-1/4"W x 3/4"D

Electrical

- Receiver operates on 12 or 24 VDC/VAC
- Max current draw 50mA
- Relay SPDT contact rated 1A at 30 VDC or 120 VAC
- Working frequency: 433.92 MHz

Operating Temperature

- -4 to +140F

PART NUMBER 444354

UL Listed and Rated Type CMP Multi-Conductor Shielded Plenum Cable

WIRE USED FOR CARD READER

■0275/0725 FT● SMARTWIRE(TM) DEVICE/ZONE A B C D E 0 1 2 3 4 5 6 7 8 9

SMARTWIRE GLIDE TECHNOLOGY

CABLE SPECIFICATIONS

DESCRIPTION	22 AWG 12 Conductor Bare Copper, Shielded Plenum, UL Listed C(UL)US CMP
CONDUCTOR	22 (7/30 Bare Copper)
INSULATION	Low-Smoke PVC .008"
COLOR CODE	Black/White/Red/Green/Brown/Blue/Orange/Yellow/Purple/Gray/Pink/Tan
LAY LENGTH	4.5" LHL (approx. 2.8 TPF)
SHIELD	Aluminum Mylar
DRAIN WIRE	24 AWG 7 Strand Tinned Copper
JACKET	Low-Smoke PVC .018"
JACKET COLOR	White Jacket
MARKING	SMARTWIRE DEVICE / ZONE A B C D E 0 1 2 3 4 5 6 7 8 9 22 AWG C(UL)US CMP ROHS MADE IN THE USA
OVERALL DIAMETER	.215" Nom.
CABLE WEIGHT	43 Lbs/Mft.
CAPACITANCE	50 pF/Ft Nom.
IMPEDANCE	37 Ohms
TEMPERATURE RATING	0 C to 75 C / 300 Volt

INDUSTRY STANDARDS

FLAME RATING	Approved For Plenum Use Without Conduit Per NFPA 262 Flame Test
AGENCY APPROVALS	NEC Article 800; UL Listed C(UL)US CMP, RoHS Compliant, Made in the USA

WCW

All specifications referenced are nominal measurements unless otherwise noted.

PART NUMBER 442385

UL Listed and Rated Type CMP Multi-Conductor Non-Shielded Plenum Cable

WIRE USED FOR LOCK POWER AND DOOR STATUS SWITCH

■0275/0725 FT● SMARTWIRE(TM) DEVICE/ZONE A B C D E 0 1 2 3 4 5 6 7 8 9

SMARTWIRE GLIDE TECHNOLOGY

CABLE SPECIFICATIONS

DESCRIPTION	18 AWG 4 Conductor Bare Copper, Non-Shielded Plenum, UL Listed C(UL)US CMP
CONDUCTOR	18 (7/26 Bare Copper)
INSULATION	Low-Smoke PVC .008"
COLOR CODE	Black/Red/White/Green
SHIELD	N/A
DRAIN WIRE	N/A
JACKET	Low-Smoke PVC .018"
JACKET COLOR	White Jacket with Purple Stripe
MARKING	SMARTWIRE DEVICE / ZONE A B C D E 0 1 2 3 4 5 6 7 8 9 18 AWG C(UL)US CMP ROHS MADE IN THE USA
OVERALL DIAMETER	.184" Nom.
CABLE WEIGHT	33 Lbs/Mft.
CAPACITANCE	26 pF/Ft. Nom.
IMPEDANCE	72 Ohms
TEMPERATURE RATING	0 C to 75 C / 300 Volt

INDUSTRY STANDARDS

FLAME RATING	Approved For Plenum Use Without Conduit Per NFPA 262 Flame Test
AGENCY APPROVALS	NEC Article 800; UL Listed C(UL)US CMP, RoHS Compliant, Made in the USA

All specifications referenced are nominal measurements unless otherwise noted.

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Total Electronics Contracting, Inc.
3026 S Prigmore Ave
Joplin, MO 64804

BID/ESTIMATE

REP	DATE	BID/ESTIMATE #
TLH	5/2/2023	24611

voice 417.782.5555
fax 417.782.7676
www.totalelectronics.com

326 Grant St.
Carthage, MO 64836

OK Lic. #AC1435

PROJECT

07.18.23 City Hall Access Control

Pricing on this bid is good for 30 days. Changes may occur after this time frame due to stock availability, price increases, and tariff increases. This bid will be reviewed and pricing updated if accepted after 30 days.

DESCRIPTION	QTY
07.18.23 City Hall Access Control	
Access It! Universal.NET Standard Subscription. Stand-alone or multi-user access control Standard software subscription. Supports one SCP with unlimited client license expandability.	1
18 gauge steel hardware enclosure 18"(H) x 15"(W) x 4"(D). 3 Boards.	1
2.5amp Power Supply/Charger 6, 12, 24VDC.	1
Snap-track mount for: al624, smp3, smp5, al176ulb, 6030, 6062, pt724a	1
16 VAC, 56 VA open frame transformer.	1
6'-3 wire line cord.	2
8 Fused Outputs Power Supply/Access Power Controller. 12VDC @ 4A or 24VDC @ 3A.	1
12V 8AH battery	3
Intelligent Two Portal, Four Reader Combination Controller	1
Series 3 Two Portal Four Reader SIO	2
Single Gang reader supports 125 kHz (standard prox) and 13.56 MHz smart (NFC) and BlueTooth (BLE) credentials.	6
Grade 1 Strike-O-Matic Electric Strike, for Dor-O-Matic Devices, 12/24 VAC/DC, Includes Aluminum and Dark Bronze Finish Face Plates (Main Entry & Council Chambers Entry)	2
Rim Mount electric strike 12/24vdc, 500,000 cycles, 1,500lb, stainless. (2 rear entry doors).	2
Electric Strike Kit 12 - 24vac/dc Selectable Fail Secure/safe Selectable Includes 501, 501a Faceplates Satin Stainless Steel, horizontal adjustment. (2 interior doors).	2
Storeroom P Quantum Dlch 605, 5 Pin Cylinder, Deadlatch, Grade 2 Ansi F86, Bright Brass.	2
Industrial Surface Mount Switch, concealed terminals, 1.5" gap - Brown	3
Industrial Surface Mount Switch, concealed terminals, 1.5" gap - White	2
Wireless receiver and 2 transmitters (New Elevator Door).	1
3/4" recessed steel door contact. brown	2
12c 22g Strand w/OAS, PLENUM.	900
18 AWG 4 Conductor Copper, Non-Shielded Plenum	900
Lot Hardware	1
Fuel Recovery Charge	1
Administrative Overhead	1
Life Safety & Security Installation Labor	1

Total

Total Electronics Contracting, Inc.
3026 S Prigmore Ave
Joplin, MO 64804

BID/ESTIMATE

REP	DATE	BID/ESTIMATE #
TLH	5/2/2023	24611

voice 417.782.5555
fax 417.782.7676
www.totalelectronics.com

326 Grant St.
Carthage, MO 64836

OK Lic. #AC1435

PROJECT

07.18.23 City Hall Access Control

Pricing on this bid is good for 30 days. Changes may occur after this time frame due to stock availability, price increases, and tariff increases. This bid will be reviewed and pricing updated if accepted after 30 days.

DESCRIPTION	QTY
Bid Notes: Install RS2 AccessIt! Universal.Net access control software on a customer provided computer. Install 1) 2 door control board with a network connection and 2) 2 door control boards with a serial connection. Install all required power supplies with battery backup for the access control system. Install access control on the main entry door, council chambers main entry, council chambers rear entry, employee entry, interior clerks office and new door leading to the elevator. Replace the existing handset on the interior clerks office with a storeroom handset and install a storeroom handset on the new elevator lobby door. Each door to include a card reader, electronic lock and door status switch. Install a button at the main office reception area to open the office door and new elevator lobby door. Program and test access control system. Train customer.	
The Access It! Universal.NET Standard Subscription software included on this proposal is an annual subscription. The annual subscription includes either Stand-alone or multi-user access control Standard software subscription. Supports one SCP with unlimited client license expandability and includes updates released by RS2. The annual cost of this software at the time of this proposal is $392.89 + $137.50 per hour for any technical support required from TEC.	
Each user will require a keyfob, prox card or smartphone credential to enter the locked doors. These credentials are not included in this proposal.	
EV2 4K Card with Slot Punch Marks $4.77 each. EV2 8K Keyfob $7.49 each.	
TERMS AND CONDITIONS A. WORK SCHEDULE All work and installation shall commence as soon as possible and shall be completed, including all testing and invoicing, in accordance with the agreed upon construction schedule and the above Bid Number and Bid Cost.	

Total

Total Electronics Contracting, Inc.
3026 S Prigmore Ave
Joplin, MO 64804

BID/ESTIMATE

REP	DATE	BID/ESTIMATE #
TLH	5/2/2023	24611

voice 417.782.5555
fax 417.782.7676
www.totalelectronics.com

326 Grant St.
Carthage, MO 64836

OK Lic. #AC1435

PROJECT

07.18.23 City Hall Access Control

Pricing on this bid is good for 30 days. Changes may occur after this time frame due to stock availability, price increases, and tariff increases. This bid will be reviewed and pricing updated if accepted after 30 days.

DESCRIPTION	QTY
B. PROTECTION TEC, Inc. will protect existing walls, ceilings, floors, and furniture. Restore or replace any damage to the above that may occur during the installation of all equipment. Restore to the original condition in as much as is possible. C, WORK TO BE DONE TEC, Inc. shall furnish all labor, materials, tools, and equipment necessary for the incidental to the completion of the project including all components specified herein. The work shall include requisite and necessary components to finish the work as described in the bid notes. TEC, Inc. shall not be responsible for the installation of any and or all pertaining 120VAC (Earth Grounded) Electrical Circuits, receptacles, and any conduit, J-hooks, cable tray, device supports, and or outlet boxes for the installation unless specifically agreed upon and listed in the bid document. TEC, Inc. shall provide experienced, competent, Supervision to the work. The installation shall be neat, square, level, parallel and/or perpendicular. All structured cabling will be concealed in walls or above ceilings as much as is reasonably possible. CHANGE ORDER(S): Any change to the agreed upon scope of work and or additional costs for any reason will require a "Change Order" to the bid/estimate. Changes will be assessed and added as required due to adds to scope or costs, bond requirements, contract negotiation, insurance requirements, customer company policies, safety policies, etc. D. WARRANTY The proposed system shall be under warranty for a period of (1) one year from date of purchase against defective materials, design, and workmanship. Any materials found defective shall be repaired or replaced at no expense to the consumer provided all service is performed by TEC, Inc. NOTE: Any system damage found due to" Acts of Nature" (Lightning) shall be excluded from any warranty expressed or implied.	

Total

Total Electronics Contracting, Inc.
3026 S Prigmore Ave
Joplin, MO 64804

BID/ESTIMATE

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326 Grant St.
Carthage, MO 64836

OK Lic. #AC1435

PROJECT

07.18.23 City Hall Access Control

Pricing on this bid is good for 30 days. Changes may occur after this time frame due to stock availability, price increases, and tariff increases. This bid will be reviewed and pricing updated if accepted after 30 days.

DESCRIPTION	QTY
E. TERMS OF PAYMENT All materials shall be invoiced in full upon acceptance of bid. Installation labor shall be invoiced upon completion of job. Jobs progressing more than 30 days shall include monthly progress invoices which are to be submitted no later than the 15th day of each month for installation labor invested. The terms of payment for all invoices shall be payable in full, Net 10 days from invoice date. All invoices are subject to 1 1/2% interest charge per month if not paid within terms. All invoice disputes must be reported within 10 days of invoice date. Lease/Purchase option may be available upon request.	
F. COST AND DELIVERY Delivery, Sales Tax (if applicable), and Installation shall be included in the Quoted price. Proof of tax exempt status shall be the responsibility of the customer.	
G. LITIGATION In the event of any dispute between the parties, any resulting litigation must be brought in the Circuit Court of Jasper County, Missouri and if Total Electronics Contracting, Inc. is the prevailing party, it shall be entitled to its attorney fees. THIS SIGNED AND RETURNED DOCUMENT CONSTITUTES A CONTRACT THE UNDERSIGNED HEREBY UNCONDITIONALLY GUARANTEES PAYMENT OF THIS CONTRACT Name:_____ Signature_____ Date:_____	

Total **$16,450.00**

www.totalelectronics.com

COUNCIL BILL NO. ___23-65___ **ORDINANCE NO. _____**

An Ordinance of the City of Carthage, Missouri authorizing the Mayor to enter into a Contract between the City of Carthage, Missouri and G&G Construction Co. Inc. for sidewalk improvements along River St. between Fairview and Airport Drive, pursuant to TAP 1601(704), in the amount of $318, 269.23 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 agreement with sidewalks along River St. between Fairview and Airport Drive, attached hereto as Exhibit A and incorporated herein by reference is approved as a contractual obligation of the city of Carthage, Missouri.

SECTION II: The Mayor is hereby authorized and directed to execute said agreement, in Exhibit A, on behalf of the City of Carthage, Missouri, and to affix the municipal seal hereto and to attest the same.

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: Public Works Committee

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the City of Carthage, 326 Grant, Carthage, Missouri 64836, First Party, hereinafter referred to as the *OWNER*, and G & G Construction Company, Inc., 641 E. Java Road, Carthage, MO 64836, Second Party, hereinafter referred to as the *CONTRACTOR*.

WITNESSETH:

That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal designated and marked:

Carthage Citywide Sidewalk Improvements, Phase 5, TAP-1601(704), Carthage, Missouri

and agrees to perform all the work required by the contract as shown on the plans and specifications. The "Notice to Bidders", "Plans", and "Proposal", Contract Bond", "Missouri Standard Specifications For Highway Construction, 2023 Edition", "General and Job Special Provisions", "Notice to Proceed", and all change orders are made a part hereof as fully as if set out herein. It is understood and agreed that, except as may be otherwise provided for the "General and Job Special Provision", included in the Proposal, the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 2023 Edition". Said Specifications are part and parcel of this contract, and are incorporated into this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the proposal or such additional time as may be allowed by the engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency including the Missouri Department of Transportation and the Federal Highway Administration.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The Contractor agrees that he will comply with all federal and state laws and regulations and local ordinances and that he will comply and cause each of his subcontractors, if any, to comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against a person on the ground of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the contract.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount Three Hundred Eighteen Thousand Two Hundred Sixty-Nine and 23/100 Dollars ($318,269.23) as full compensation for the performance of work embraced in this contract, subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the First Party and the Second Party, respectively, have caused this agreement to be duly executed the day and year first herein written, all copies of which, to all intents and purposes, shall be considered as the original.

OWNER: CITY OF CARTHAGE

(SEAL) _____ By _____

Attest _____ Name Dan Rife
(Please Type or Print)

Name _____ Title Mayor
(Please Type or Print)

Title _____

CONTRACTOR: G & G CONSTRUCTION COMPANY, INC.

(SEAL) _____ By _____

Attest _____ Name Curtis Garner
(Please Type or Print)

Name _____ Title President
(Please Type or Print)

NOTICE OF AWARD

TO: G & G Construction Company, Inc.

641 E. Java Road

Carthage, MO 64836

PROJECT Description: Carthage Citywide Sidewalk Improvements, Phase 5, TAP-1601(704), Carthage, Missouri

The OWNER has considered the BID submitted by you for the above described WORK in response to its invitation to Bid dated July 20, 2023, and Instructions to Bidders.

You are hereby notified that your BID has been accepted in the amount of Three Hundred Eighteen Thousand Two Hundred Sixty-Nine and 23/100 Dollars ($318,269.23).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTORS PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within fourteen (14) consecutive calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS and INSURANCE CERTIFICATES within fourteen (14) consecutive calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 23rd day of August, 2023

.

City of Carthage

By _____

Title Zeb Carney, Director of Public Works

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____this the day of _____ 20___ .

By_____

Title_____

COUNCIL BILL NO. ___23-66___ **ORDINANCE NO. _____**

An Ordinance establishing a nuisance and abatement violation cost recovery fee, in the City of Carthage Missouri.

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

SECTION I: Fee changes are hereby established for the Carthage Public Works Department by adding to their current fee schedule the following fee, which will begin upon passage of this ordinance:

A fee of One Hundred Dollars ($100.00) will be assessed for every abatement of a nuisance listed under Chapter 15 of the Code of the City of Carthage. This fee will be in addition to the actual contractor cost associated with the abatement. This fee may be waived, in cases of undue hardship, by the Director of Public Works. This fee will be collected in the manner described in Section 15-5 and Section 15-6, of the Code of Carthage.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

_____
Dan Rife, Mayor

ATTEST:

_____
Miranda Deal, City Clerk

Sponsored by: Public Works Committee

COUNCIL BILL NO. ___23-67___ **ORDINANCE NO. _____**

An Ordinance to amend Chapter 13 of the Code of the City of Carthage to add Article IX: Aesthetic Regulations, in the City of Carthage, Missouri.

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

SECTION I: Chapter 13 of the Code of the City of Carthage is hereby amended by adding Article IX to read as follows:

ARTICLE IX: AESTHETIC REGULATIONS

Sec. 13-300. Definitions.

The following definitions apply to this article:

Occupant means any person eighteen (18) years of age or older who lives in a residence.

Residence means a structure designed for human habitation. "Residence" does not include a porch or a carport.

Residential premises means a tract or parcel of land upon which a residence is located.

Sec. 13-301. Display of certain items prohibited.

It shall be unlawful for the owner or occupant of any residential premises within the city to allow any of the following items to remain on such premises, for longer than 48 hours, in any location outside of the residence which can be viewed from a ground location off the premises:

> appliances, bedding, bottles, boxes, broken glass, cans, cardboard, cartons, furniture manufactured for indoor use only, household appliances, jars, lumber and building supply materials that are not neatly stacked, machine parts, motor vehicle parts, pallets, paper, plumbing fixtures, rags, scrap metal, tire rims, tires, water heaters, and any other nuisance object as defined by the international property code

Sec. 13-302. Defense.

It is an affirmative defense that the defendant did not have the legal right to control the location where a violation of this article occurred.

It shall not be a defense that an item was moved to a new location that is still in violation or was moved and there replaced in violation. The 48 hours for any item shall not reset by moving the item.

Sec. 13-303. Continuing violations.

Each day that a violation of this article continues shall be deemed a separate offense.

Sec. 13-304. Penalty.

Any person who violates this article shall be fined an amount not more than fifty dollars ($50.00) plus court cost.

Secs. 13-305—13-325. Reserved.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

_____
Dan Rife, Mayor

ATTEST:

_____
Miranda Deal, City Clerk

Sponsored by: Public Works Committee

COUNCIL BILL NO.___23-68___ **ORDINANCE NO. _____**

An Ordinance authorizing a special use permit for operation of a Carnival at Fair Acres Sports Complex, in the City of Carthage, Jasper County, Missouri.

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

SECTION I: A special use permit for the operation of a Carnival in conjunction with Maple Leaf 2023 is hereby granted to the Carthage Chamber of Commerce to be located on real estate legally described as: Fair Acres Sports Complex

SECTION II: Said special use permit is granted in accordance with Chapter 25-251 of the Code of the City of Carthage.

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

COUNCIL BILL NO. ___23-69___ **ORDINANCE NO. _____**

An Ordinance to amend Section 2-317 and Section 2-121 of the Carthage Code to include the Members of the CWEP Board under the removal procedure the same as officers of the City and to change the removal to be for cause for all officers of the City, 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 2-317 of the Carthage Code is hereby amended to read as follows:

Sec. 2-317. Membership. (Current)

(a) Each member of the Board of Public Works, before entering upon the duties of their office, shall take and subscribe the same oath or affirmation as is required by law to be taken and subscribed by the elective officers of the city, which oath or affirmation shall be filed with the city clerk. Each member of the Board of Public Works shall furnish to the city and shall at all times hereinafter maintain a bond given to the city in the penal sum of two thousand dollars ($2,000.00). The bond shall be paid for by the water and electric department. The bond shall be approved by the mayor and conditioned on the faithful performance of duties as members of the board and upon paying over all monies belonging to the city coming into their hands as provided by law. The bond shall be filed in the office of the city clerk.

(b) Each member of the Board of Public Works shall receive from the city, as full compensation of their services, a salary of one hundred dollars ($100.00) per annum, payable monthly, from the revenues derived from the operation of the Water and Electric Plant.

(c) In addition to the six (6) voting members appointed by the mayor with the approval of the council, the mayor may appoint a city council member who shall be a nonvoting member of the board, with the approval of the council, and will receive no compensation for such service.

Sec. 2-317. Membership; Removal of members only for cause. (Proposed)

(a) Each member of the CWEP Board, before entering upon the duties of his office, shall take and subscribe the same oath or affirmation as is required by law to be taken and subscribed by the elective officers of the city, which oath or affirmation shall be filed with the city clerk. Each member of the CWEP Board shall receive, as full compensation of his services, a salary of one hundred dollars ($100.00) per annum, from the revenues derived from the operation of the water and electric plant.

(b) In addition to the six (6) voting members of the CWEP Board appointed by the mayor with the approval of the city council, the mayor shall, with the approval of the council, appoint a city council member to serve as non-voting member to the Board, and will receive no compensation for such service.

(c) CWEP Board members may be suspended or removed, before their expiration of their current term, from the Board in the same manner as provided in Division 2 – Suspension or Removal of Officers, Sections 2-121 to 2-123.

SECTION II: Section 2-121 of the Carthage Code is hereby amended to read as follows following:

Sec. 2-121. Statement of charges. (Current)

(a) The mayor may, by an order filed with the city clerk, accompanied by a statement specifying the charges upon which the order is based, suspend any officer of the city for the violation of any law or ordinance, or for the breach by the officer of his official duty or obligation, and a certified copy of such order of suspension and statement of charges shall immediately be delivered to the officer against whom such order and charges have been filed. The mayor shall report this action to the council.

(b) In addition to the order of suspension and the filing of charges by the mayor, the council or any member thereof, shall have the power to prefer written charges of misconduct against any officer of the city, and upon the filing of the same, such charges shall be heard in the manner provided in this division.

(c) After the delivery of the order of suspension should the suspended officer thereafter exercise, or attempt to exercise, any of the duties of his office, he shall be guilty of a misdemeanor.

(Code 1978, §§ 123.050—123.080)

Sec. 2-121. Statement of charges. (Proposed)

(a) The mayor may, by an order filed with the city clerk, accompanied by a statement specifying the charges upon which the order is based, suspend any officer of the city for the willful violation of any ordinance or city charter provision, for the conviction of a crime involving moral turpitude, or for the breach of their official duty or obligation, and a certified copy of such order of suspension and statement of charges shall immediately be delivered to the officer against whom such order and charges have been filed. The mayor shall report this action to the council.

(b) In addition to the order of suspension and the filing of charges by the mayor, the council or any member thereof, shall have the power to prefer written charges of misconduct against

any officer of the city, and upon the filing of the same, such charges shall be heard in the manner provided in this division.

(c) After the delivery of the order of suspension should the suspended officer thereafter exercise, or attempt to exercise, any of the duties of his office, he shall be guilty of a misdemeanor.

(Code 1978, §§ 123.050—123.080)

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:

Board Liaison Representatives from Council
14-Sep-23

Boards	**Liaison**
Carthage Humane Society Board Meets 3rd Thursday, 6:30 p.m., Humane Society	Robin Blair
Carthage Water & Electric Meets 3rd Thursday, 4:00 p.m. , CW&EP	Alan Snow
Civil War Museum Meets on call	David Armstrong
County Commissioners Meeting Meets every Tuesday 9:00 am , Jasper County Courthouse	Mark Elliff
H.S. Truman Council of Government Meets 4th Wednesday, 11:30 a.m. , C. J. Police Dept	Ed Hardesty
Kellogg Lake Meets 2nd Tuesday 6:00 p.m. , Meeting Place To Be Announced	~~Trudy Blankenship~~ Chris Taylor
Library Board Meets 2nd Tuesday , 5:15 PM, Public Library	Brandi Ensor
Mercy McCune-Brooks Hospital Quarterly, Stan Schmidt's Office	Mark Elliff
Personnel Appeals Board Meets on Call	Alan Snow
Planning, Zoning & Historic Preservation Meets 1st Monday at 5:30 p.m., Council Chambers	Mark Elliff
Police & Fire Pension Meets on Call	Mark Elliff
Police Personnel Board Meets on Call	Alan Snow
Tree Commission Meets on Call	Chris Taylor
Vision Carthage Meets 3rd Wednesday at 7:30 a.m., Chamber of Commerce	Terri Heckmaster

RESOLUTION NO. ___2007___

A RESOLUTION APPROVING THE RECOMMENDATION OF THE McCUNE-BROOKS REGIONAL HOSPITAL TRUST FOR THE DISTRIBUTION OF FUNDS ($60,000.00 FOR 5 YEARS) FROM THE RESTRICTED TRUST FUND TO GLOBAL TRANSFORMATION INTERNATIONAL.

WHEREAS, the City of Carthage established the McCune-Brooks Regional Hospital Trust (Trustee) in December 2011 for the benefit of the citizens of Carthage, as an irrevocable common law trust under Missouri law; and

WHEREAS, the City approved the sale of the Hospital Property, including all property described as the "Leased Property" and the "Assumed Assets" under the Lease, to Mercy-Carthage for the Purchase Price; and

WHEREAS, the remaining amounts paid by Mercy-Carthage pursuant to the Asset Purchase Agreement were deposited in the McCune-Brooks Regional Hospital Trust; and

WHEREAS, the Grantors of the Trust have agreed that as part of the Lease Agreement all net lease proceeds received by Grantor shall be held, administered, and distributed upon the recommendations of the Trustee, subject to the approval of the City Council; and

WHEREAS, the Trustee may at any time make recommendations for distribution of the principal, and net income, subject to the approval of the City Council, for only the following purposes:

a) to or for the benefit of the welfare and healthcare related purposes of the citizens of the greater Carthage. Missouri metropolitan area;

b) to reconstitute and provide funds to operate the Hospital, if needed, upon termination of the Lease Agreement;

c) to pay any liabilities and obligations of McCune-Brooks under the Lease Agreement;

d) to enforce the terms of the Lease Agreement, including hiring consultants and attorneys;

e) to pay the costs necessary for McCune-Brooks to continue its affairs during the term of the Lease Agreement and to wind up its affairs during the Lease Term, including the cost of attorneys, auditors and accountants; and

WHEREAS, the Trustee has recommended the distribution of funds pursuant to section a) above, for grant awards to the following recipient:

GLOBAL TRANSFORMATION INTERNATIONAL	$60,000.00 each November for 5 years (2023-2027)

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

That the City Council of the City of Carthage, Missouri does hereby approve the recommendation of the Trustee for the distribution of funds pursuant to section a) above, and the attached application.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

ATTEST:

_____
Dan Rife, Mayor

_____
Miranda Deal, City Clerk

Sponsored by: McCune Brooks Regional Hospital Trust.

1. **Legal Name: Global Transformation International**

2. Organization is a qualified 501 c 3 tax-exempt organization by the IRS.
   a. A copy of our qualifying letter is attached.

3. Taxpayer identification number: 43-1450446

4. **Purpose:**

Our purpose is to bring transformation to local and trans-local people one person or one family at a time. Our counseling and training staff assist clients in how to navigate overwhelming personal circumstances, depression, anxiety, addiction and/or traumas. We help our clients overcome mental and emotional issues which result in personal healing and family restoration. We provide them with tools to navigate through the jungle of emotional and traumatic circumstances. We are aligned with the International Society of Deliverance Ministers and in the process of receiving certification, and a counseling degree through the National Christian Counselors Association.

5. **How much money is your organization requestion from McCune Brooks Regional Hospital Trust?** $300,000.00

6. **When does your organization anticipate the need for funds it is requesting?**
   As soon as they can be available.

7. **Purpose of Funds:**

   Presently we are sharing our building with others at 800 W. Central, Carthage, Mo. The need and demand for our services has greatly expanded. Our request and receipt of funds would allow us to purchase the Flanigan, Lasley & Moore facility at 130 W. 4th in Carthage, Mo. This would position us near downtown and allow more rooms for counseling and training rooms for clients and staff.

   Jonathan Roberts from the YMCA stated that our potential location close to the downtown YMCA would be an asset to the parents of the children he works with at the facility next door. We would be accessible and available to help with the needs of the parents with counseling and life skills.

   *I have included a few anonymous letters that speak to the success of this freedom ministry.

8. **How this requested grant to your organization will meet the purposes of the trust for the general welfare and healthcare benefit of the citizens of Carthage, Missouri.**

These purposes will be met by imparting personal skills and walking with people to help them rise above the toxic cycles that have kept them stuck in mental, and emotional disorders. I have written two books about emotional and mental issues. We use these and other skills we have learned through training and experience.

9. **What are the sources of funds your organization relies upon to achieve its goals? (balance sheet and income statement attached.)**

   a. Our clients pay a small fee for 2 hour appointments i.e. $75 per counseling session. We waive this when we deem it necessary because of a client's lack of funds. For some one appointment is enough; for others they see us multiple times.
   b. We operate a small bookstore with informative books that help instill in our clients' skills they need to navigate life.
   c. Because we are a 501 c 3, we receive donations and occasional registration fees from those who attend our training classes and conferences.
   d. We receive rent from a business that occupies 1/3 of our present building.
   e. Regina Shank teaches for Kingdom University and receives honorariums for teaching these college classes. A portion of these honorariums, she gives to the ministry.
   f. We hold two conferences a year where we bring in informative and credentialled speakers to benefit our clients and others who are hungry for informative wisdom and life skills.
   g. Generous donors have assisted us in the past and we anticipate they will continue.

10. **Please list the name, address, email address and phone number of the presiding office of your organization.**

    Regina Shank, President and CEO, 510 Belle Air Place, Carthage, Mo 64836, phone 417-793-0835, email: reginashank@gmail.com

11. **Please list the names, addresses, and phone numbers of four officers or members of your organization, other than your presiding officer, who will be available to the Trust or Trust's appointee, for the purpose of interviews about the organization and for the purpose of being a source of information about your organization.**

    1. Derek Maneval, 1302 S. Maple Street, Carthage, Mo 64836, phone 417-540-1279, email: derekman1@hotmail.com
    2. Debbie Ummel, 13691 County Road 110, Carthage, Mo 64836, phone 417-353-8150. Email: debirod1956@gmail.com
    3. Kurt Ummel, 13691 County Road 110, Carthage, Mo 64836, phone 417-793-0478 Email: keummel@gmail.com
    4. Misty White, 1647 S. Garrison, Carthage, Mo 64836, phone 417-423-0925, email: norrismistyd@gmail.com.

12. Please identify an individual for follow up contact to review effectiveness of the grant.
Regina Shank (contact information above) or Derek Maneval (contact information above).
Completed Affidavit **must** be included with application for consideration!

501 c (3) VERIFICATION AFFIDAVIT

The undersigned, a duly appointed officer of Global Transformation International (hereafter referred to as the "Organization" hereby certifies that, as of the date shown below, the Organization is operating as an exempt organization as described in Section 501 (c) 3 of the Internal Revenue Code of 1986, as amended, that said Organization has provided to the McCune Brooks Regional Hospital Trust a copy of its letter from the Internal Revenue Service informing the Organization of the determination of its exempt status, and that the Organization has not in the past year lost or relinquished its exemption status for any reason.

Dated this 17th day of August 2023.

Global Transformation International
(Name of Organization)

BY: Regina Shank
Signature

Regina Shank, President and CEO
Typed Name and Title

STATE OF MISSOURI

John R. Ashcroft
Secretary of State

CERTIFICATE OF AMENDMENT

WHEREAS,

GLOBAL TRANSFORMATION INTERNATIONAL
N00036597

Formerly,

Missouri Prayer Global Ministries

a corporation organized under The Missouri Nonprofit Corporation Law has delivered to me Articles of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the Amendment of Articles of Incorporation under The Missouri Nonprofit Corporation Law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 16th day of September, 2021.

Secretary of State

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: April 21, 2001

Person to Contact:
Ms. E. Eckert 31-07436
Customer Service Specialist
Toll Free Telephone Number:
8:00 a.m. to 9:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
43-1450446

Missouri Prayer Mission
PO Box 732
Carthage, MO 64836

Dear Sir or Madam:

This letter is in response to the amendment to your organization's Articles of Incorporaton filed with the state on April 3, 2001. We have updated our records to reflect the name and address change as indicated above.

Our records indicate that a determination letter issued in May 1988, granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Missouri Prayer Mission
43-1450446

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

John E. Ricketts

John E. Ricketts, Director, TE/GE
Customer Account Services

John R. Ashcroft Secretary of State
2023 ANNUAL REGISTRATION REPORT
NONPROFIT

N00036597
Date Filed: 6/19/2023
John R. Ashcroft
Missouri Secretary of State

* SECTION 1, 3 & 4 ARE REQUIRED

REPORT DUE BY: **8/31/2023**

N00036597
GLOBAL TRANSFORMATION INTERNATIONAL
REGINA SHANK
510 BELLE AIR PLACE
CARTHAGE MO 64836

ORGANIZED UNDER THE LAWS OF:
Missouri

1 **PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS:** *

800 W Central Ave (Required)

P.O. Box 732
STREET

Carthage **MO** **64836-1023**
CITY / STATE ZIP

2 **If changing the registered agent and/or registered office address, please check the appropriate box(es) and fill in the necessary information.**

☐ The new registered agent _____

IF CHANGING THE REGISTERED AGENT, AN ORIGINAL WRITTEN CONSENT FROM THE NEW REGISTERED AGENT MUST BE ATTACHED AND FILED WITH THIS REGISTRATION REPORT.

☐ The new registered office address _____

Must be a Missouri address, PO Box alone is not acceptable. This section is not applicable for Banks, Trusts and Foreign Insurance.

3 **OFFICERS** *
NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE).
MUST LIST PRESIDENT AND SECRETARY BELOW **A**

PRESIDENT	**Shank, Regina P**
STREET	**510 Belle Air Pl**
CITY/STATE/ZIP	**Carthage MO 64836-2626**
SECRETARY	**Ummel, Debbie**
STREET	**13691 County Road 110**
CITY/STATE/ZIP	**Carthage MO 64836**
VICE PRESIDENT	**Maneval, Derek**
STREET	**1302 S Maple St**
CITY/STATE/ZIP	**Carthage MO 64836-2722**
TREASURER	**Ummel, Debbie**
STREET	**13691 County Road 110**
CITY/STATE/ZIP	**Carthage MO 64836**

BOARD OF DIRECTORS *
NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE).
MUST LIST AT LEAST THREE DIRECTORS BELOW **B**

NAME	**Maneval, Robyn**
STREET	**1302 S Maple St**
CITY/STATE/ZIP	**Carthage MO 64836-2722 USA**
NAME	**White, Misty Dawn**
STREET	**1647 S Garrison Ave**
CITY/STATE/ZIP	**Carthage MO 64836-3044 USA**
NAME	**Ummel, Kurt**
STREET	**13691 County Road 110**
CITY/STATE/ZIP	**Carthage MO 64836 USA**
NAME	**Shank, Regina P**
STREET	**510 Belle Air Place**
CITY/STATE/ZIP	**Carthage MO 64836 USA**

NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS ARE ATTACHED

4 The undersigned understands that false statements made in this report are punishable for the crime of making a false declaration under Section 575.060 RSMo. Photocopy or stamped signature not acceptable. *

Authorized party or officer sign here **Regina P Shank** (Required)

Please print name and title of signer: **Regina P Shank** / **President**
NAME TITLE

REGISTRATION REPORT FEE IS:
__$10.00 If filed on or before 8/31/2023
__$15.00 If filed after 9/30/2023

Corporation will be administratively dissolved if report is not filed by 11/29/2024

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE

E-MAIL ADDRESS (OPTIONAL): _____

REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED
RETURN COMPLETED REGISTRATION REPORT AND PAYMENT TO: Secretary of State, P.O. Box 778, Jefferson City, MO 65102

Global Transformation International

Profit and Loss

January - December 2022

	TOTAL
Income	
Interest Earned	9.01
Registration	10,456.63
Rental Income	6,900.00
Sales of Product Income	6,728.36
Speaker Honorarium	7,000.00
Tithes or Offering	133,932.22
Total Income	**$165,026.22**
Cost of Goods Sold	
Products wholesale	
Cost of Goods Sold	1,969.34
Total Products wholesale	**1,969.34**
Total Cost of Goods Sold	**$1,969.34**
GROSS PROFIT	**$163,056.88**
Expenses	
Advertising & Marketing	2,485.73
Bank Charges & Fees	2,579.11
Bank Interest	6,016.10
Contractors	765.00
Donation	12,655.00
Dues & subscriptions	1,201.88
Honorarium	4,550.00
Hotel expenses	3,201.52
Housing Allowance	5,100.00
Insurance	4,355.50
Insurance Medical	3,103.40
Total Insurance	**7,458.90**
Interest Paid	1,638.08
Job Supplies	93.98
Legal & Professional Services	6,827.14
Meals & Entertainment	3,690.73
Memberships	150.00
Office Supplies & Software	2,847.76
Payroll Expenses	516.00
Taxes	60.13
Wages	5,379.00
Total Payroll Expenses	**5,955.13**
Postage fee	518.65
Processing Fees	1,136.23
Product Wholesale	1,433.67
Professional Education	-99.00

Global Transformation International

Profit and Loss

January - December 2022

	TOTAL
Rent & Lease	738.00
Repairs & Maintenance	647.50
Supplies	1,173.47
Supplies & Materials	53.74
Taxes & Licenses	76.10
Teaching Resources	461.43
Travel	5,229.76
Utilities	7,862.56
Total Expenses	**$86,448.17**
NET OPERATING INCOME	**$76,608.71**
Other Income	
Other Miscellaneous Income	6,859.08
Total Other Income	**$6,859.08**
Other Expenses	
Other Miscellaneous Expense	0.00
Total Other Expenses	**$0.00**
NET OTHER INCOME	**$6,859.08**
NET INCOME	**$83,467.79**

Global Transformation International

Balance Sheet

As of December 31, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Escrow	50,000.00
GTI Checking (8474)	1,366.27
GTI Savings (9502)	27,536.27
In Him Ministries 9199	100.00
Regina Shank Ministries Checking (8441)	3,856.09
Total Bank Accounts	**$82,858.63**
Other Current Assets	
Furniture Equipment	4,905.37
Total Other Current Assets	**$4,905.37**
Total Current Assets	**$87,764.00**
Fixed Assets	
800 W. Central, Carthage, MO	210,000.00
Total Fixed Assets	**$210,000.00**
TOTAL ASSETS	**$297,764.00**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Payroll Liabilities	
Federal Taxes (941/943/944)	189.50
MO Income Tax	32.00
MO Unemployment Tax	0.00
Total Payroll Liabilities	**221.50**
Total Other Current Liabilities	**$221.50**
Total Current Liabilities	**$221.50**
Long-Term Liabilities	
SMB Loan on 800 W. Central	155,405.63
Total Long-Term Liabilities	**$155,405.63**
Total Liabilities	**$155,627.13**
Equity	
Opening Balance Equity	49,013.06
Retained Earnings	9,656.02
Net Income	83,467.79
Total Equity	**$142,136.87**
TOTAL LIABILITIES AND EQUITY	**$297,764.00**

In a time of great need, back in 2012, when I was hopelessly addicted to meth, chained by the traumas of my past, and the doors I opened to the enemy through dabbling in witchcraft and sin of all kinds, a friend asked me if I wanted to go to Global Transformation International. I agreed and went with her.

Regina Shank is the leader of that organization. I had met her before at Feeding Inc., the food pantry that she and her husband started. I kept attending and learned how there was freedom in Christ, and how the things that I had done in my life and the traumas I had been through opened the door to mental affliction, drug addiction and destruction. I began to hope for something I didn't even know existed, new life in Christ. Regina began to walk with me, minister to me, mentoring and being a mother that I so desperately needed.

I was delivered from drug addiction. I began to be free as chains of oppression were broken by the blood of Jesus through freedom ministry. Deeply seated traumas were healed as I saw Jesus come into the picture, discovering that Jesus was always with me, I just hadn't known it. I could look at those traumas and feel no pain, no shame, no blame, and it was miraculous to me. Because I had lived in unforgiveness for years. I had lived in rejection, shame, feeling like the outcast, long before I ever did drugs. I had tried rehab and counseling, but it never went past the surface. Even my family relationships were restored to an even greater closeness than before as a result.

Regina Shank's ministry looked past the behavioral issues to the root and not only saw the root, but through Holy Spirit, pulled those roots up and out of my life. I have been free from drugs for many years now, and my life keeps getting better and better as I lean into the freedom that Christ has for me. I thank God for sending me to Regina's ministry where I learned that freedom existed. I hadn't heard about this kind of freedom in church, I didn't learn about it from mental health professionals, I found it in Christ through the ministry of Regina Shank.

Anonymous Report

How Global Transformation International Freedom Ministry changed my life.

My husband of forty years passed away in August of 2017.

I was totally lost and had no sense of identity. I had previously gone to a few conferences held by GTI, so I was somewhat familiar with what their ministry was.

I made an appointment for a "freedom session" and that is exactly what I received, FREEDOM!!

Two people ministered to me and helped me to see who I was in Jesus Christ. I am a Christian, but I was so grieved and lost, they helped me find my way back.

I don't know of any other ministry like this one in the area and I truly don't know where I'd be today if I hadn't found them.

I am so grateful to the Lord for this ministry and all that they are doing in the community to help people be set free and fulfill their purpose in life and become all that the Lord made them to be.

Submitted Anonymously

Global Transformation International ministry was something I discovered by accident. The ministry was easily accessible and had enjoyable informative teaching. When the subject of freedom ministry came around I was skeptical but interested. My life was going ok but seemed to be going in circles with no real destination. After further investigation I decided to give the freedom ministry process a try.

I was surprised by the "seers" insight into my life, past and family history, all led by Holy Spirit inspiration. They led me though several very deep and detailed prayers of repentance, forgiveness and proclamations. These prayers were especially powerful and life changing. I discovered that I had been unknowingly trapped in a loop of life just repeating itself over and over. Since that day I discovered that I am free from things that I had not even considered to be problems. I am free and previously did not even understand that I was bound.

My life changed for the better that day. Although, the enemy has tried to get back into my life I am easily able to resist any attacks. My long term recovery has amazed me. My life continues for the better with new purpose and clarity.

Submitted by anonymous

RESOLUTION NO. ___2008___

A RESOLUTION APPROVING THE RECOMMENDATION OF THE McCUNE-BROOKS REGIONAL HOSPITAL TRUST FOR THE DISTRIBUTION OF FUNDS ($6,000.00) FROM THE RESTRICTED TRUST FUND TO VISION CARTHAGE.

WHEREAS, the City of Carthage established the McCune-Brooks Regional Hospital Trust (Trustee) in December 2011 for the benefit of the citizens of Carthage, as an irrevocable common law trust under Missouri law; and

WHEREAS, the City approved the sale of the Hospital Property, including all property described as the "Leased Property" and the "Assumed Assets" under the Lease, to Mercy-Carthage for the Purchase Price; and

WHEREAS, the remaining amounts paid by Mercy-Carthage pursuant to the Asset Purchase Agreement were deposited in the McCune-Brooks Regional Hospital Trust; and

WHEREAS, the Grantors of the Trust have agreed that as part of the Lease Agreement all net lease proceeds received by Grantor shall be held, administered, and distributed upon the recommendations of the Trustee, subject to the approval of the City Council; and

WHEREAS, the Trustee may at any time make recommendations for distribution of the principal, and net income, subject to the approval of the City Council, for only the following purposes:

a) to or for the benefit of the welfare and healthcare related purposes of the citizens of the greater Carthage. Missouri metropolitan area;

b) to reconstitute and provide funds to operate the Hospital, if needed, upon termination of the Lease Agreement;

c) to pay any liabilities and obligations of McCune-Brooks under the Lease Agreement;

d) to enforce the terms of the Lease Agreement, including hiring consultants and attorneys;

e) to pay the costs necessary for McCune-Brooks to continue its affairs during the term of the Lease Agreement and to wind up its affairs during the Lease Term, including the cost of attorneys, auditors and accountants; and

WHEREAS, the Trustee has recommended the distribution of funds pursuant to section a) above, for grant awards to the following recipient:

VISION CARTHAGE	$6,000.00

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

That the City Council of the City of Carthage, Missouri does hereby approve the recommendation of the Trustee for the distribution of funds pursuant to section a) above, and the attached application.

PASSED AND APPROVED THIS _____DAY OF _____, 2023.

ATTEST:

_____
Dan Rife, Mayor

_____
Miranda Deal, City Clerk

Sponsored by: McCune Brooks Regional Hospital Trust.

Application Date: May 30, 2023

MCCUNE BROOKS REGIONAL HOSPITAL TRUST
Data Sheet for Organizations
Requesting Grants

PLEASE NOTE: The McCune Brooks Regional Hospital Trust will review the data supplied herein making its determination as to whether or not it will recommend to the Carthage City Council that a grant be made to your organization. However, by reviewing your request and the information supplied herein, the Trust is in no way making any commitment to grant funds to your organization pursuant to this or any other request. Further, the Trust may, at its option, request additional information and such requests by the Trust should not be considered a commitment by the Trust to make any grant to your organization. The Carthage City Council must ultimately approve the Trust's recommendation for funding before any grant of funds can be made.

1. Legal name of your organization: Vision Carthage

2. Is your organization an organization qualified as a 501(c)(3) tax-exempt organization by the IRS or qualified in any other manner by the IRS as a tax-exempt entity? YES X NO _____

   a. If your organization has qualified as a tax-exempt organization, please attach a copy of the IRS qualifying letter or such other documentation you are relying upon to establish your organization's tax-exempt status.

3. Please provide your organization's taxpayer identification number: 45-4306952

4. Please write a brief statement of the purpose of your organization. If you need additional space, you may write on the back of this form or attach a separate statement to this form.

   Vision Carthage was founded in 2011 as an outgrowth of a community wide planning effort to revitalize downtown. Our mission is to promote the beautification and revitalization of Carthage through volunteerism, partnerships, and community and business engagement by using the Main Street Four-Point approach: Economic Vitality, Design, Promotion, and Organization.

5. How much money is your organization requesting from the McCune Brooks Regional Hospital Trust?
   $6,000

6. When does your organization anticipate the need for funds it is requesting? _____
   As soon as funds are available the project can begin.

7. Please write a brief statement as to the purpose for which these funds are being requested. If you need additional space, you may write on the back or attach a statement to this form.
   The funds are to complete a Mural in Griggs Park. The Mural design was approved by the City Council on March 21st, 2023. The City advised they did not have the funds budgeted to complete the project. The funding will supply paint, painting supplies, scaffolding and compensation for the hours that it will take to complete this vibrant public art piece. The wall is currently prepped and ready to go, as soon as funding is complete.

8. If the McCune Brooks Regional Hospital Trust consents to recommend a grant to your organization of the funds requested for the purpose you have set forth in your response to Item 7 above, it will be because the trustee has determined that the purpose forwarded by the grant is for the general welfare and healthcare benefit of the citizens of Carthage, Missouri, and healthcare related purposes of the greater Carthage, Missouri, metropolitan area. Please write a brief statement as to how this requested grant to your organization will meet these purposes. If you need additional space, you may write on the back or attach a statement to this form.

Public art does not only make a space look alive; it makes us feel alive. Studies have shown that expression through art can help people with depression, anxiety, and stress. Art has been linked to improved memory, reasoning, and resilience in aging adults.

9. What are the sources of funds your organization relies upon to achieve its goals? You need not list individual donors by name. Also, please provide a balance sheet and income statement for your organization.

We receive funds through grants, donations, contracts, and sponsorships.

10. Please list the name, address, Email address & phone # of the presiding officer of your organization.

Lora Phelps, President e: phelps.lora@gmail.com p: 417.310.3240

11. Please list the names, addresses, and phone numbers of four (4) officers or members of your organization, other than your presiding officer, who will be available to the Trust, or Trust's appointee, for the purpose of interviews about the organization and for the purpose of being a source of information about your organization.

1. Kara Hardesty, Vice President e: coffee4kara@gmail.com
2. Ashley Mejia, Treasurer e: mejiaashley49@outlook.com
3. Bryan Stringer, Design Chair e: bryanstringer@bwicompanies.com
4. Amanda Fosdick e: afosdick@oldmobank.com

12. Please identify an individual for follow up contact to review effectiveness of the grant.

Jen Kirby, Executive Director e: jen@visioncarthage.org

Completed Affidavit **must** be included with application for consideration!

501(c) (3) VERIFICATION AFFIDAVIT

The undersigned, a duly appointed officer of Vision Carthage , (hereinafter referred to as the "Organization") hereby certifies that, as of the date shown below, the Organization is operating as an exempt organization as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, that said Organization has provided to the McCune Brooks Regional Hospital Trust a copy of its letter from the Internal Revenue Service informing the Organization of the determination of its exempt status, and that the Organization has not in the past year lost or relinquished its exemption status for any reason.

Dated this 30 day of May, 2023.

Vision Carthage
(Name of Organization)

BY: _____
Signature

Jen Kirby, Executive Director
Typed Name and Title

Submit this completed application to:

McCune Brooks Regional Hospital Trust
c/o Schmidt Associates
1105 Industrial Drive
Carthage, MO. 64836

Requests will be reviewed at the next scheduled meeting of the Trustees.

MCCUNE BROOKS REGIONAL HOSPITAL

DBA STAN SCHMIDT

FINANCIAL STATEMENTS

JULY 31, 2023 AND 2022

SCHMIDT
CPAS & ADVISORS

SCHMIDT
CPAS & ADVISORS

ACCOUNTANT'S DISCLAIMER REPORT

To Management
McCune Brooks Regional Hospital
3125 Dr. Russell Smith Way
Carthage, MO 64836

The accompanying financial statements of McCune Brooks Regional Hospital as of and for the year-to-date ending July 31, 2023 and 2022 omit substantially all disclosures. The financial statements were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

Schmidt Associates, LLC

August 10, 2023

McCune Brooks Regional Hospital
Statements of Financial Position
July 31, 2023

Assets

	2023	2022
Assets		
Cash in bank- New trust disbursement	$ 14,989.89	$ 12,757.71
New Trust investment	14,625,789.65	14,836,403.14
Escrow account	5,207,372.78	5,074,967.31
Total Assets	$ 19,848,152.32	$ 19,924,128.16

Liabilities and Net Position

Liabilities		
Accounts payable	$ 5,882,372.78	$ 5,699,967.31
Total Liabilities	5,882,372.78	5,699,967.31
Net Position		
Operational capital- Fund balance	14,011,506.10	19,562,855.42
Restricted- expendable for specifics	0.00	(5,699,967.31)
Restricted- non expendable	322,626.00	322,626.00
Retained earnings	(368,352.56)	38,646.74
Total Net Position	13,965,779.54	14,224,160.85
Total Liabilities and Stockholders' Equity	$ 19,848,152.32	$ 19,924,128.16

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

McCune Brooks Regional Hospital
Statements of Activities

	3 Months Ended July 31, 2023	3 Months Ended July 31, 2022
Income		
Interest and dividend income- bond/escrow	51,895.82	2,323.88
Interest and dividend income-Trust	90,923.89	46,475.24
Interest income	16.07	7.08
Gain (Loss) realized and unrealized	(77,642.56)	(1,143.76)
Total Income	65,193.22	47,662.44
Operating Expenses		
Bank charges	3,649.96	3,691.82
Grants	426,895.82	2,323.88
Legal and professional fees	3,000.00	3,000.00
Total Operating Expenses	433,545.78	9,015.70
Net Income (Loss)	$ (368,352.56)	$ 38,646.74

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