



City of Carthage, Missouri

CITY COUNCIL

October 10, 2023 - 6:30 PM
CW&EP Community Room

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 9/26/2023 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**
16. **New Business**
 1. C.B. 23-71 -- An Ordinance to enter into a Memorandum of Understanding Agreement with the Carthage Economic Development Corporation (CEDC), for

the purchase and development of an industrial park, in the City of Carthage, Missouri.

2. C.B. 23-72 -- An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and the Missouri Highway and Transportation Commission providing replacement of Bridge on 3rd Street over a tributary of Spring River #0720003 in the City of Carthage Missouri.
3. C.B. 23-73 -- An Ordinance adjusting the Solid Waste Collection Rates in the City of Carthage pursuant to the Contract Agreement entered into the 1st day of October 2019, by and between the City of Carthage, Missouri, a Municipal Corporation, and Republic Services of Galena, Kansas.

17. Mayor's Appointments

18. Resolutions

1. Resolution 2011 - A Resolution authorizing a special use permit for the sale of liquor by the drink pursuant to Section 25-251 (18) for 1249 S. Garrison Ave, in the City of Carthage, Missouri
2. Resolution 2012 - A Resolution of the City Council of the City of Carthage, Missouri supporting an application by Preservation of Affordable Housing, Inc., for Missouri Housing Development Commission funding for low income housing tax credits and tax-exempt mortgage financing for renovations to Highland Acres and Highland Meadows.

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**

September 26, 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, 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.

Mayor Rife reported this meeting is the first to be live-streamed and is a trial run. He also reminded speakers to please speak into their microphones so the audience can hear what is being said, and so the video will receive them. He also apologized for the air conditioning not working in council chambers. Mayor Rife reminded the audience to please be mindful during the public speaking section of the meeting, and asks that no one breaks decorum and thinks of the others in the audience. He mentioned C.B 23-70, and expressed his decision to withdraw his support on C.B 23-70, which is under first reading in this meeting.

Mr. Snow made a motion, seconded by Ms. Cossey, to postpone the meeting until October 2 at 6:30 p.m., to be held at Memorial Hall, pending availability. The motion was followed by a show of hands vote of 3 yeas, 6 nays, and 1 abstain. Ayes: Terri Heckmaster, Alan Snow, and Tiffany Cossey. Nays: Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Ed Hardesty, and Mark Elliff. Abstain: Brandi Ensor. Motion fails.

Ms. Heckmaster made a motion, seconded by Ms. Cossey, to postpone the meeting until October 3 at 6:30 p.m., to be held at Memorial Hall, pending availability. The motion was followed by a show of hands vote of 4 yeas, 4 nays, and 2 abstains. Ayes: Robin Blair, Terri Heckmaster, Alan Snow, and Tiffany Cossey. Nays: Chris Taylor, David Armstrong, Ed Hardesty, and Mark Elliff. Abstain: Brandi Ensor and Trudy Blankenship. Mayor Rife casted the tie-breaking vote as nay. Motion fails.

Mr. Elliff made a motion, seconded by Mr. Armstrong, to approve the minutes of the September 14, 2023 Council Meeting. Motion carried unanimously.

Mayor Rife presented proclamations to the Carthage Nazarene Church for their hospitality during Marian Days. He also presented one for Hispanic Heritage Month.

During Citizen's Participation, Jennifer Shotwell, Executive Director for the Area Agency on Aging, thanked the City for the use of the Senior Center building. She outlined the services they have been able to offer, and the number of people they've been able to help, as a result. She also wanted to be sure citizens know the Senior Center is open to all ages, including all meals. She stated the program appreciates the support of the Council and the City.

Alex Boyer, 1184 S. Main St, thanked Mayor Rife for his earlier comments about C.B 23-70, and shared his belief that C.B. 23-70 is an unnecessary ordinance.

Jackie Boyer, 1184 S. Main St, discussed C.B. 23-70 and her belief that C.B 23-70 is not needed. She also discussed the division and differences within the Council over current issues, the railroad bridges, the industrial park grant received from the Steadley Trust, and the appointments of members to the CWEP board listed on the agenda.

Jack Cruza, 701 E Highland, discussed his comments from the last meeting to clarify certain points. He stated that once the management agreement between the City and the Steadley Trust is received, that the first installment would be issued. He also stated that all grant requests from the City will be taken into consideration as always. He stated the Trust feels the City leadership is off course.

Bill Putnam, 624 Belle Air, thanked Greg Dagnan for the receipt of the minutes to the Council meetings he had mentioned in his last comments to the Council, but said he would still like the minutes pertaining to the hiring of the City Administrator. He discussed his belief that the City Administrator was hired incorrectly, and offered his solutions to correct the issue. He also questioned Nate Dally about his job description, and what citizens can do about actions they believe are violations of the Sunshine Law and City Charter.

Mr. Snow reported the Budget Ways & Means Committee is between meetings. The next meeting is scheduled for October 9th. He stated they currently have two council bills on the agenda, C.B. 23-63 and C.B. 23-64.

Ms. Blair reported that the Committee on Insurance met on this day and approved claims. She reported it was discussed during the report from Ms. Cox that the auditors are at City Hall doing the annual audit, which should be completed this week. Also reported was the meeting between City staff and CWEP to discuss the salary study. Both parties have decided, after viewing several proposals, that Lockton would be the best company to do the salary study. She stated Ms. Cossey suggested forming a 6-person board made up of three Council members and three CWEP members be involved in the salary study, and Mr. Dagnan said a proposal with that stipulation will be made for the next committee meeting. The next meeting is scheduled for October 10th.

Mr. Elliff reported that the Public Safety Committee met September 18th. Vickie Ziller was present to speak with the committee on Safe Haven baby boxes. She wants a baby surrender box installed at Carthage Fire Station 2. She discussed with the committee how the process of surrendering a baby and financial costs all worked. The committee asked for more information brought back to the committee and a contract from Safe Haven to discuss and additional information on fund raising. Jeff Meredith presented a PowerPoint to the committee on Economic Development Incentives. The CFD received two bids on the UTV skid unit from Feld Fire and Unruh. Chief Huntley requested to accept the lowest bid from Unruh in the amount of \$9,036.50. Mr. Elliff made a motion, seconded by Mr. Snow, to accept the bid from Unruh in the amount of \$9,036.50. Motion carried. Chief Huntley spoke briefly with the committee on the FIT program that is currently being used right now by three of the FIT firefighters. The CFD pays for these employees to go through the academy while being employed at the Fire City of Carthage Department. With a signed agreement in place with the City and the FIT employee, it would hold the employee responsible for holding the firefighter position for a period of not less than twenty-four months, beginning after the completion of the Fire Academy through Crowder College (Cassville, MO site) and initial new hire training program at the Carthage Fire Department. The agreement states that if the FIT firefighter's employment should cease for any reason with the Carthage Fire Department during the initial probationary period (12 months), or any other time prior to becoming a non-probationary firefighter, they will repay 100% of the tuition expenses incurred by the City. Chief Huntley discussed with the committee about needing a budget adjustment for SCBA. Chief had budgeted \$26,000 in Fire Sales Tax for three new SCBAs. The prices of these have increased since the budget was approved. He is requesting to add \$1,441.00 from Fire Sales Tax to cover the cost of the increase. Making the total \$27,441.00. Chief Hawkins spoke with the Committee on twelve out of date tasers that he would like to surplus. After a short discussion, Councilman Snow made a motion to approve the twelve tasers as surplus property, which is on the agenda as Resolution 2009.

Mr. Hardesty reported that the Public Service Committee met September 19th. The committee discussed the donation of supplies and labor to provide communication boards to all remaining new playgrounds that are being completed by the parks, totaling a value of \$1,200.00 to be donated by N&L Equipment Sales and TNT Heating & Cooling, which is on the agenda as Resolution 2010. Parks & Recreation Department is creating a Sponsorship Policy to help move forward with recreation and Little League sponsorship opportunities. Mr. Hardesty made a motion, seconded by Ms. Ensor, to approve the Sponsorship Policy. Motion carried. The lighting bids for Memorial Hall were discussed. Two bids were submitted, one from CES Electrical Supply, who submitted a quote in the amount of \$16,190.48 and one from Joplin Supply Company in the amount of \$16,540.50. It was voted to accept the bid from CES Electrical Supply in the amount of \$16,190.48 to purchase 15 lighting fixtures for the Memorial Hall Lighting Project. Mr. Hardesty made a motion, seconded by Ms. Blankenship, to accept the bid from CES Electrical Supply in the amount of \$16,190.48 for the Memorial Hall Lighting Project. Motion carried. There was also a discussion on a quote provided to the committee from Game Time Athletics for the purchase of 200 TON of crushed lava rock for 4 baseball fields at \$39,456.00. Mr. Hardesty made a motion, seconded by Ms. Ensor, to accept the bid from Game Time Athletics in the amount of \$39,456.00 for crushed lava rock. Motion carried. There will be a special meeting October 3 at 5 pm. The next regularly scheduled meeting will be October 17.

Mr. Armstrong reported the Public Works Committee is between meetings. The next meeting is scheduled for October 3rd.

Special Committee and Board Liaison Reports were given by Ms. Heckmaster reported for Vision Carthage and Ms. Blair reported for the Carthage Humane Society.

Mayor Rife reported attending the CEDC Board meeting where the industrial grant management agreement was approved and will be placed on an upcoming Council agenda.

During Remarks from Council Members, Ms. Ensor stated that she is looking forward to the discussion on Council Bill 23-69 and that she does not know how she is going to vote at this time. Mr. Taylor mentioned that he had been contacted and told how to vote on a certain item, CWEP hiring outside counsel when it is against the City Charter, and stated he won't vote to remove Mr. Dagnan. Ms. Blankenship also mentioned that she was conflicted with Council Bill 23-69. Ms. Blair mentioned that she believes that accessibility matters to the public and asked why the meeting couldn't be moved to Memorial Hall. Mayor Rife mentioned that it was too short of a notice, Memorial Hall was not available, and we could not get the equipment needed in time. There were questions asked on other locations that could hold Council meetings other than City Hall and Memorial Hall, Mr. Armstrong suggested the CWEP Community Room. Ms. Blair also commended the Mayor on taking back his stance on Council Bill 23-70. Ms. Heckmaster thanked the Mayor for his potential appointments of quality members to the CWEP Board and addressed other issues that have come up involving CWEP. Mr. Hardesty thanked everyone for their politeness and he addressed social media comments that have been made.

Mr. Snow made a motion, seconded by Tiffany Cossey to table the Mayor's appointments of the CWEP Board Members until such time an ordinance is considered to realign the appoint of members to the Board. After debate, a show of hands vote was taken of 4 ayes, 6 nays. Ayes: Robin Blair, Terri Heckmaster, Alan Snow, and Tiffany Cossey. Nays: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Ed Hardesty, and Mark Elliff. Motion failed.

Mr. Snow made a motion, seconded by Tiffany Cossey, to repeal C.B. 23-70. Motion was amended to amend the agenda and remove C.B. 23-70 from the agenda. A show of hands vote was taken of 6 ayes, 4 nays. Ayes: Brandi Ensor, Trudy Blankenship, Robin Blair, Terri Heckmaster, Alan Snow, and Tiffany Cossey. Nays: Chris Taylor, David Armstrong, Ed Hardesty, and Mark Elliff. Motion carried.

Mr. Elliff read an email he had received from a citizen in Ward 5.

Tiffany Cossey made a motion, seconded by Terri Heckmaster, to move all future Council meetings to Memorial Hall until the anticipated audience can be accommodated in Council Chambers. Mr. Armstrong made a motion, seconded by Ms. Cossey to amend the motion to move all future meetings to the CWEP Community Room until the anticipated audience can be accommodated in Council Chambers. A show of hands vote was taken of 9 ayes, 1 nay. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Alan Snow, Mark Elliff and Tiffany Cossey. Nay: Ed Hardesty. Motion carried. The amended motion to move all future Council Meetings to the CWEP Community Room was followed by a show of hands vote of 9 ayes, 1 nay. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Alan Snow, Mark Elliff and Tiffany Cossey. Nay: Ed Hardesty.

Ms. Cossey made a motion, seconded by Ms. Blair to hold a public meeting to be decided on at the next council meeting, with all of the CWEP Board and the City Council to discuss everything between the two bodies and figure out a way to move forward. Mr. Armstrong

voiced his concerns on that being type of meeting being very long and messy. His suggestion was to reconvene the Ad Hoc Committee of 3 CWEP Board members and 3 Council Members to work through any issues still outstanding. Mr. Hardesty agreed with Mr. Armstrong on not having the full board and council meeting, and instead having a smaller committee. Motion carried to hold a public meeting with CWEP and Council at a future date after a show of hands vote of 7 yeas and 3 nays. Ayes: Chris Taylor, Trudy Blankenship, Robin Blair, Terri Heckmaster, Alan Snow, Mark Elliff, and Tiffany Cossey. Nay: Brandi Ensor, David Armstrong, and Ed Hardesty.

City Attorney Nate Dally thanked the Over-60 Center for the work they do with the elderly in the community, and noted that it is a worthy venture. He stated that he encourages people to speak with the Attorney General's office if they have questions or feel they have a need to. He talked about the railroad bridges and stated that talks about the bridges had been going on possibly as early as the mid-1980s – early 1990s between Council and the Mayor, and that MODot has put the maintenance of the bridges on the railroad. The work now is with the Public Service Commission and MODot's railroad division and getting the bridges taken care of. He commented on the management agreement with CEDC and stated the property hasn't been purchased yet, but, through the agreement, once property is purchased, the CEDC will manage it. He also discussed the resignation of Mr. Short and the hiring of Mr. Dagnan, and stated the minutes from that are the minutes of the April 2022 meeting. That hiring and firing of employees is done in closed session, and that was what was done in this case and was accomplished with an 8 aye, 0 nay vote. He stated those minutes were not put on the internet because that was before the City posted minutes online. He stated compensation of all City employees is approved by ordinance in the budget, and there is a chart in the back of the budget that shows the salary study and that it is broken down further by employee. He stated the Assistant City Administrator position is not considered an Officer of the City, but an employee of the City and, therefore, does not fall under the requirements to be followed in the Charter for the hiring of Officers of the City. He discussed the amended budget. He stated the City is not trying to get rid of third-party groups, as has been alleged in a previous comment. He also stated the hiring of Mr. Dagnan and Ms. Cox was not done by Mr. Miller, as had been alleged in a previous comment and that Mr. Miller, as HR Director, had just posted the open positions.

Parks and Recreation Director Abi Almandinger wanted to be sure all the citizens know that no reservations are required in order to use the park spaces. However, if a citizen wants to make a reservation, they can do so to guarantee a pavilion.

Assistant City Administrator Traci Cox reported that city use tax is up 58% and sales tax revenue is down 4.8% over the same period as last year, and she encourages citizens to buy locally. She announced the City employees are having a canned food drive competition and asked that any who would like to donate canned foods, to please do so, they can be taken to any department. Ms. Cox thanked Alan Snow for his comments on decorum, and that conversations have been very good this meeting compared to how they have gone in the past. She states that it is going to take an effort on everyone's part to calm the discussions during Council. She stated that Mr. Armstrong has worked very hard at with the City and CWEP, but she does not feel the Ad Hoc Committee has gone anywhere because three Council members do not represent the majority. She stated she knows there are a lot of issues that need to be fixed, but they cannot be fixed in one meeting. Issues should be prioritized and all should work together to resolve them one at a time. That if it can be shown to the citizen's that all are working together to resolve the issues that it would ease the concerns of not only CWEP, but

the City as well. She looks forward to the proposed joint meeting and hopes progress can be made as a result.

City Administrator Greg Dagnan reported that City staff is auditing the Boards and Commissions to check for compliance and to be sure correct contact information is listed. He mentioned the QR code that is now in use for easy access to the Council packet, which he thinks is a great idea. He stated the packet of Council minutes that were on each Councilperson's desk was due to the fact that a new QR code is required any time changes are made to the packet or agenda, therefore the minutes were handed out to prevent the requirement of a new QR code. Mr. Dagnan stated that he agrees with what Mr. Cruza said during Public Comments, and that he had talked to the Bank of America (BoA) trustee for the Steadley Trust to get information about rumors he had heard regarding future grant requests from the City. He wanted to get direct information so the City knew what was correct. He stated the Council has all emails exchanged between him and the BoA Trustee for transparency. The BoA Trustee stated the City is in no danger of losing the grant as long as they continue to do what it required under the terms of the grant. He stated the Council has a copy of the management agreement in their packet, and it will be on the agenda for the next Budget Committee meeting, to hopefully be completed through Council and back to BoA in October. He reported there is a Staff meeting every other Tuesday, and it is reported there are a lot of good things going on in the City. That all the department heads and all staff should be appreciated and respected for all the hard work they do. He stated that with all that has gone, it has been forgotten to talk about the good things, and that something good was always talked about during previous meetings. He stated he would like to get back to that practice. He also announced that 41 people were watching the live-stream of the meeting. He also apologized for reporting that a ramp would have to be built for use at Memorial Hall, he was unaware the ramp previously used was still available. Mr. Dagnan announced that five classes of 2nd grade students from Fairview came to tour City Hall, and that it was a lot of fun.

The Committee on Claims filed a report in the amount of \$709,789.78 against the following funds: General Revenue \$179,256.02, Public Health \$146,572.75, Lodging \$1,259.77, Public Safety \$395.01, Parks/Stormwater \$6,317.50, Golf \$11,351.31, Capital Improvements \$18,551.39, Use Tax \$1,676.50, Public Facilities \$5,046.00, ARPA \$286.29, and Payroll \$339,077.24. Ms. Blair made a motion, seconded by Mr. Taylor, to accept the report and allow the claims. Motion carried.

Under Old Business, 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 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 23-69.

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 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 23-70.

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 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 23-71.

C.B. 23-66 -- An Ordinance establishing a nuisance and abatement violation cost recovery fee, in the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Ed Hardesty, Alan Snow, Mark Elliff, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 23-72.

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 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 23-73.

C.B. 23-68 -- An Ordinance authorizing a special use permit for operation of Carnival at Fair Acres Sports Complex, in the City of Carthage, Jasper County, Missouri was placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: 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 23-74.

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 was placed on second reading followed by a roll call vote of 8 yeas and 2 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Alan Snow, and Tiffany Cossey. Nay: Ed Hardesty and Mark Elliff. The Council Bill was approved and numbered Ordinance 23-75.

During Mayor's Appointments, Mr. Armstrong made a motion, seconded by Mr. Hardesty to approve the Mayor's Appointment's as presented.

Mayor Rife called a five minute recess at 9:05 pm. Council reconvened at 9:11 pm.

Mr. Snow made a motion, seconded by Ms. Blair to divide the question. Motion carried with Mr. Armstrong casting a nay vote.

Mr. Elliff made a motion, seconded by Mr. Armstrong, to approve the Mayor's appointment of Shelby Baugh-Bruner to the McCune-Brooks Hospital Board until May 2027. Motion carried.

Mr. Armstrong made a motion, seconded by Mr. Hardesty, to approve the Mayor's appointment of Sid Teel to the Carthage Water & Electric Board until July 2027. Motion carried after a vote of 6 yeas and 4 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Ed Hardesty, and Mark Elliff. Nays: Robin Blair, Terri Heckmaster, Alan Snow, and Tiffany Cossey.

Mr. Armstrong made a motion, seconded by Mr. Elliff, to approve the Mayor's appointment of Tom Garrison to the Carthage Water & Electric Board until September 2027. Motion carried after a vote of 6 yeas and 4 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Ed Hardesty, and Mark Elliff. Nays: Robin Blair, Terri Heckmaster, Alan Snow, and Tiffany Cossey.

Mr. Elliff made a motion, seconded by Mr. Snow, to adopt Resolution 2009 - A Resolution approving the declaration as surplus to the City's needs and authorizing the disposition of twelve X26P tasers via a donation to smaller agencies. Resolution 2009 was adopted after a roll call vote of 10 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Ed Hardesty, Alan Snow, Mark Elliff, and Tiffany Cossey.

Mr. Armstrong made a motion, seconded by Mr. Elliff, to adopt Resolution 2010 - A Resolution providing for the formal acceptance of a donation by the City Council of the City of Carthage, Missouri pursuant to City Policy. Resolution 2010 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. Heckmaster thanked all in attendance, and thanked the Mayor for his work in helping this City through current issues. Mr. Snow expressed interest in starting City Government Day to help get high school students involved in City Council meetings again, as has been done in the past. He hopes someone is able to make contact with the schools to get the program reinstated next spring. He also mentioned Carthage football, and congratulated the Carthage soccer team on a great season so far this year. Ms. Cossey thanked Ms. Cox for her comments made earlier in the meeting, and thanked the audience and those watching the live-stream for their attendance. She believes citizen participation helps the Council see what issues citizens care about. She encourages citizens to be in attendance at all Council meetings. Ms. Ensor explained her 'no' vote on the joint meeting of the Council and CWEP board. It is her belief that a large meeting would be chaotic and is in favor of a smaller committee being formed to address issues. She thanks Michael Keith for the work done which allows the meetings to be posted online, for the ability to live-stream, and for the creation of the QR code. Ms. Blankenship announced that Saturday, September 30, from noon – 11 p.m. is Spanish Heritage Day at Central Park and is open to the public. Mr. Armstrong expressed his gratitude for the live stream of the meeting.

Ms. Blair made a motion, seconded by Mr. Snow, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 9:22 p.m.

Dan Rife, Mayor

Miranda Deal, City Clerk



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

September 26, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of September 12, 2023 Minutes
 2. Review & Approval of the Claims Report
- 3. Citizens Participation**
(Citizens wishing to speak should notify Department Head or Committee Chair in advance)
- 4. New Business**
 1. 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



City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

September 26, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

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

STAFF PRESENT: City Administrator Greg Dagnan, Assistant City Administrator Traci Cox, City Clerk Miranda Deal, Deputy City Clerk Amy Taylor, HR Coordinator Michael Miller

OTHER MEMBERS PRESENT: Trudy Blankenship, David Armstrong

Chair Robin Blair called the meeting to order at 05:32 PM.

2. Old Business

1. Approval of September 12, 2023 Minutes

ACTION: Motion to accept/approve item 2.1. by Mr. Taylor
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 Terri Heckmaster
Motion passes with a 4:0

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

3. Citizens Participation

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

4. New Business

1. Staff Reports - Ms. Cox reported the auditors are currently performing the City's yearly audit and should be finishing Thursday or Friday of this week. She reported that members of City Staff and CWEP would have to meet to discuss the CWEP salary study and work out some other details. She did state that CWEP chose the company, Lockton, and she believes that company is the right choice for the study.

Ms. Cossey stated that she would like to see a joint committee formed to discuss

the study and make decisions about it.

Mr. Dagnan stated that he would work on an agreement with CWEP about the salary study and have it at the next committee meeting.

5. Adjournment

ACTION: Motion to adjourn at 5:53 PM by Ms. Cossey

Motion passed with a 4:0

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



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

October 3, 2023 - 5:00 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

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

(Citizens wishing to address the Council or Committee should notify the City in advance and provide the item they want to address in written format at least 24 hours before the meeting. Please call Chelsea Cholley at the Parks & Recreation office at 417-237-7035, or email c.cholley@carthagemo.gov.)
- 4. New Business**
 1. Consider and Discuss Bids for True Pitch Mounds.
 2. Consider and Discuss Bids for Golf Course Chemicals.
- 5. Staff Reports**
- 6. Other Business**
- 7. Adjournment**

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

**—NOTICE OF MEETING—
PUBLIC WORKS COMMITTEE**

October 3, 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

- Discuss rate increase for garbage fees
- Discuss Amendment to the Comprehensive Plan
- Discuss Program Agreement for Bridge #0720003 at Third Street of Spring River Tributary
- Consider and discuss letter of support for tax credit financing for Highland Acres and Highland Meadows

OTHER BUSINESS

STAFF REPORTS

- Zeb Carney & Greg Dagnan

ADJOURNMENT

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-2377000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING.

POSTED: 09/29/2023

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"



10-03-2023 PUBLIC WORKS COMMITTEE MEETING MINUTES

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

Staff Members present: Zeb Carney, Public Works Director, Greg Dagnan, City Administrator and Rachel Sutherland, Public Works Administrative Assistant.

Citizens present: Mark Elliff and Trudy Blankenship.

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

A motion was made by Robin Blair to accept the minutes from the September 5, 2023 Committee meeting. All ayes, motion passed.

New Business:

1. Discussion regarding the increase in garbage fees. Per the 5 year contract between Republic Services and The City of Carthage there is a 3% cap on annual fee increases for residential and commercial accounts. The new rates will be \$14.18 and \$11.55 Senior Rate.

Brandi Ensor made a motion to forward to Council, to be put in a Resolution. All ayes motion carried.

2. The Comprehension Plan is being amended, by the Planning & Zoning Committee. The Comprehensive Plan is separate from City Council and serves as a "blueprint" for the future plans for Our City. At this time it is just being updated not changed. In 18-24 months it will be looked at again to see if further updates are needed. A full study (re-write) is done approximately every 20-25 years. David Armstrong requested this item be put on the next PWC Meeting for further discussion.

3. In September, MoDot awarded The City \$511,756.00 with a local match of 8.75%, to Bridge Replacement Fund for Bridge #0720003 located at 3rd St over Spring River Tributary. Agreement needs to be signed and at a future date bids will be accepted for construction. Right of Way and Environmental Studies will need to be conducted.

Chris Taylor made a motion to forward to Council for the contract to be signed and approved. All ayes motion carried.

4. Preservation of Affordable Housing, Inc. ("POAH") is requesting a Letter of Support from The City to submit an application to the Missouri Housing Development Commission ("MHDC") for Low Income Housing Tax Credits and Tax-Exempt Mortgage Financing for renovations to Highland Acres and Highland Meadows. These apartments provide affordable rent to Senior and Families. POAH wants to secure these funds to preserve and renovate these properties and extend affordability restrictions far into the future.

Robin Blair made a motion to forward to Council for a Resolution for Letter of Support. All ayes motion carried.

Staff Reports:

Zeb reported on the following:

- I-49 Roundabout is nearing time for accepting bids for construction. The City will be responsible if this goes over budget.
- We are 42 months into the Sidewalk Project on River St., and finally getting progress.
- New backhoe has arrived and the old backhoe has been transferred to the Parks Dept.
- Purchase of a new road grader will be put into next year's budget. A smaller road grader would be of more benefit to the Street Dept.
- The Ping Pong pad has been poured at the parking lot at 5th & Grant. Hoping to have it completed by Maple Leaf.
- The Public Works and Street Dept. employees will be having lunch with CWEP on Friday and everyone is working together great!
- Zeb expressed his appreciation for The City Council, and all of his Co-Workers.
- The Air Conditioning is still not working in Council Chambers. A new roof top unit is being installed by Midway Sheet Metal, for a cost of \$8,900.00.

Greg reported on the following:

- He is impressed with the progress of the sidewalk on The Square.

No further discussion by committee.

Chris Taylor made a motion to adjourn the meeting at 6:28 p.m. All ayes, motion carried.



City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

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

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of Sept 6, 2023 Minutes
- 3. Citizens Participation**

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)
- 4. New Business**
 1. Consider and Discuss Management Agreement with the CEDC
 2. Consider and Discuss Parks and Recreation Programming Expenses.
 3. Staff Reports
- 5. Adjournment**

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



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

October 10, 2023 - 5:30 PM
CW&EP Community Room

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of 9/26/2023 Minutes
 2. Review & Approval of the Claims Report
- 3. Citizens Participation**

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)
- 4. New Business**
 1. Discuss salary study for Carthage Water & Electric
 2. 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



AGENDA

Planning, Zoning, and Historic Preservation Commission
Monday, October 2, 2023 5:30 pm
City Hall Chambers
326 Grant St. / Carthage MO 64836

Call to Order

Minutes of Previous Meeting Thursday, September 7, 2023

Public Hearing

1. Discuss a Request for a Special Use Permit to sell liquor by the drink at 1249 S Garrison.
2. Discuss a Request for a Certificate of Appropriateness for placement of exterior signage at 1249 S Garrison.

Staff Report

New Business

Old Business

Next Meeting: Monday, November 6, 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

Meeting Minutes

October 2, 2023/ 5:30 PM / City Hall Council Chambers

Members Present: Jim Hunter, Jim Swatsenbarg, Bill Barksdale, Matt Smith, & Josh Anderson

Members Absent: Robin Harrison, Alan Bull

Staff & Council: Zeb Carney, Julie Tilley, & Mark Elliff

Staff Absent: Greg Dagnan

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

Approval of Previous Meeting Minutes

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

Public Hearings

- *Request for a Special Use Permit to sell liquor by the drink at 1249 S. Garrison.*
 - Stephen Smith; local citizen, lives just to the north of property in question asked if the restaurant went out of business would the permit move to the next occupant or would they need to reapply for a new permit? - Zeb said the next occupant would need to reapply, the special use permit only applies to the current occupant.
 - S. Smith also asked about the ownership of the road verge and sidewalk and who was responsible for accidents on these locations? - Zeb noted the answer was complicated and he would contact Mr. Smith directly to discuss the city position on those locations further.
 - Ieti Faletogo; Pastor of the Seventh Day Adventist Church on Pine & Jersey St, asked about the ordinance for selling liquor and similar questions to the aforementioned Mr. Smith. - Zeb again noted it was not allowed within the current zoning but would be allowed only for this occupant if the Special Use Permit was granted.
 - Much discussion ensued regarding parking

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

- *Request for a Certificate of Appropriateness for placement of exterior signage at 1249 S. Garrison*
 - Wilma Fields; Seventh Day Adventist Secretary, spoke about wanting a sign for their church installed on the corner. She stated that there are other similar signs for churches all along Garrison. - Zeb spoke about the signage ordinance and took down contact information for further discussion regarding a sign.
 - Jim Swatsenbarg asked about the ordinance for selling liquor near a church - Zeb stated that since the sale of alcohol was by the glass it was permitted.
 - More discussion was had about parking
 - General discussion amongst the board was had regarding the fact that the sign has already been installed.

Bill Barksdale moved to approve the Certificate of Appropriateness, seconded by Jim Swatsenbarg - All present voted in favor, the motion passed

Staff Reports

- n/a

New Business

- The board will need to do one hour of CLG training before November 30th. A time will be coordinated with all the board members to meet for the training.

Old Business

- n/a

Bill Barksdale moved to adjourn the meeting, seconded by Josh Anderson - All present voted in favor, the meeting was adjourned at 6:28 PM.

The next meeting is scheduled for Monday, November 6, 2023 at 5:30pm in the City Council Chambers



City of Carthage, Missouri

TREE BOARD

October 3, 2023 - 4:30 PM
Parks & Recreation Office
521 Robert Ellis Young Drive
Carthage, MO 64836

AGENDA

1. Old Business

1. Approval of September Meeting Minutes

2. Citizens Participation

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

3. New Business

1. Review and Discuss City Ordinance and Tree List.
2. Discuss Tree Line USA Locations to Plant Trees.

4. Staff Reports

5. Other Business

6. Adjournment

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



City of Carthage, Missouri

TREE BOARD

October 3, 2023 - 4:30 PM
Parks & Recreation Office
521 Robert Ellis Young Drive
Carthage, MO 64836

MINUTES

1. Old Business

1. Approval of September Meeting Minutes

ACTION: Motion to accept/approve item 1.1. by Bryan Stringer;
second by Noah Smith;
Motion with a 2:0

AYES: Bryan Stringer, Noah Smith

NOES: None

ABSTAIN: None

2. Citizens Participation

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)
No citizen participation to report.

3. New Business

1. Review and Discuss City Ordinance and Tree List.

Abi Almandinger started the discussion on updating the city ordinance. Jon Skinner and Noah Smith had questions about some of the verbiage in the city ordinance, tentative approval on the red-lined version has been given by the city attorney. Final approval after updates are made. Abi Almandinger also advised the board that there was a dead tree that was cut down on Bell Air Place. The residents there would like to have a tree planted to replace the tree that had to be cut down. Noah advised that Tree Line USA could donate a tree to replace the tree and that CWEP and the Parks Department could partner on the care of the tree. Abi Almandinger, Kirk Tilley, and Noah Smith also had a discussion about two sugar maples in Central Park that are dead and will need to be cut down and replaced. Discussion about planting other types of trees like evergreens will be talked about at a later date.

2. Discuss Tree Line USA Locations to Plant Trees.

Noah Smith started the discussion about where to plant Tree Line USA trees this year. Abi Almandinger, Noah Smith, and Bryan all discussed several locations but all agreed that CIC and CHS both needed trees at their respective locations but that would require further discussion at a later date. Kirk Tilley also mentioned that it would be good to plant some trees by the new playground areas for shade at the following locations; Central Park, Griggs Park, Carter Park, and Kellogg Lake. The board all agreed to those locations. Tree Line USA donates anywhere from 15 -20 trees and CWEP maintains the trees.

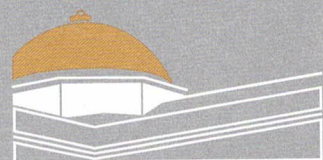
4. Staff Reports

5. Other Business

Bryan Stringer gave a presentation to the Tree Board about attending America in Bloom. Bryan Stringer explained that America in Bloom gives an outside perspective and gives grades to the cities that typically have a population of 50,000 people or less. Being a part of America in Bloom can also help with grant opportunities. Bryan Stringer also provided a portion of the report he received while attending the event. He requested that the Tree Board read over the report and a discussion can be had at the next meeting. Bryan Stringer also stated that he would share the full report via email to Tree Board members.

6. Adjournment

ACTION:	Motion to adjourn item 6. by Noah Smith; second by Bryan Stringer; Motion with a 2:0
AYES:	Bryan Stringer, Noah Smith
NOES:	None
ABSTAIN:	None



CARTHAGE PUBLIC LIBRARY

612 S. Garrison Avenue
Carthage, Missouri 64836

Ph 417.237.7040

Fx 417.237.7041

carthage.lib.mo.us

CARTHAGE PUBLIC LIBRARY BOARD OF TRUSTEES Tuesday, October 10, 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

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

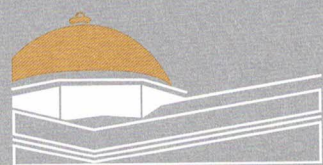
Compensation/Wages

New Business

Payment of Bills

Closed Session

Adjournment



CARTHAGE PUBLIC LIBRARY

612 S. Garrison Avenue
Carthage, Missouri 64836

Ph 417.237.7040

Fx 417.237.7041

carthage.lib.mo.us

Posted at 9:00 A.M. this 3rd day of October, 2023

Notice is hereby given that the Carthage Public Library Board of Trustees will conduct a closed meeting in the Carthage Public Library Board Room at 5:15 p.m. on Tuesday, October 10th, 2023.

The agenda of said meeting includes a vote to close a portion of this meeting pursuant to RSMo 610.021.

**McCune Brooks Regional Hospital Trust
Regular Meeting of the Board of Trustees
October 12, 2023
2:00 p.m.
Schmidt Associates Conference Room
1105 Industrial Drive, Carthage, MO.**

Agenda

- | | | |
|------|---------------------------------------|--------------|
| I. | Call to Order | Ron Petersen |
| II. | Approval of August 30th, 2023 Minutes | Ron Petersen |
| III. | Election of FY 2023 Officers | Ron Petersen |
| IV. | Reconsideration of Grant Application | Ron Petersen |
| V. | Next meeting date | Ron Petersen |
| VI. | Adjournment | Ron Petersen |



City Administrator's Report

09/22/2-10/06/23

City Staff and Internal Projects

- City Comprehensive Plan (Being Directed to PW Committee)
- Auditing Boards and Commissions List for Compliance (work continues)
- Meetings with Forensic Auditor
- Meetings with new Tourism Director
- Worked on a proposal for CWEP compensation study
- Meeting with P and Z chair regarding RFP for grant design guidelines training
- Working on uniform supply purchasing for all city departments
- Meet with City Auditor (KPM)

Community

- Meet with Economic Development and PW director regarding several projects
- Jasper County Commission Meeting
- Worked with Clerk and City Attorney on two Sunshine requests
- Researched a request for employee contracts and found that they were not public record

Meetings

- Met by phone with Attorney General regarding Re: Opioid settlement to be paid to the city
- Public Services Meeting
- Jasper County Emergency Services Board Meeting
- Panning and Zoning (HP) meeting
- Meetings with Economic Development Director
- Several Meetings with Mayor and various department heads including Bi-Weekly staff meeting

Upcoming

- Council Planning regarding Council Training planned for the future

SALES TAX REPORT (UNAUDITED)

For the Month of:

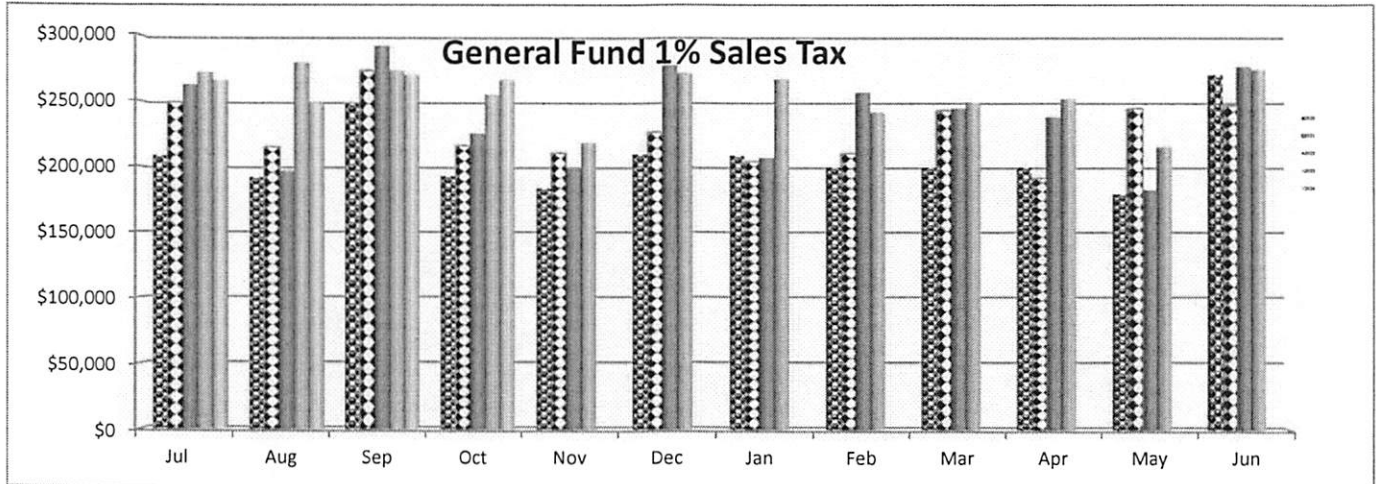
October

FY 2023-24

City's 1% General Fund Sales Tax

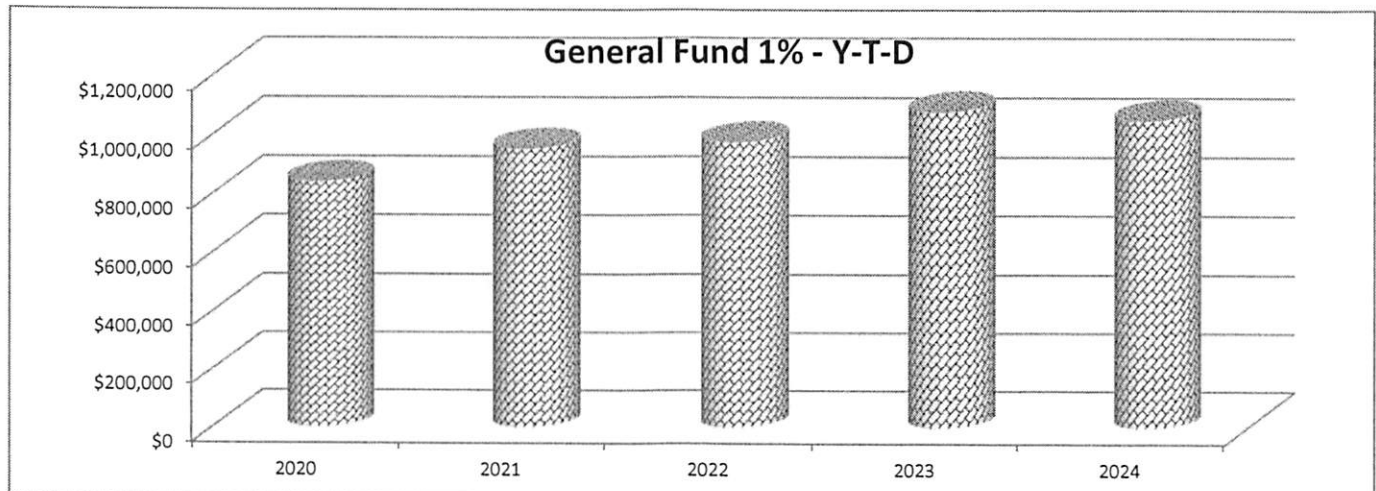
Current Month:	\$ 266,065.10	Anticipated:	\$ 257,447.38	% Difference	3.35%
----------------	---------------	--------------	---------------	--------------	-------

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Current Month	\$ 192,737.14	\$ 216,012.04	\$ 225,517.65	\$ 254,917.87	\$ 266,065.10
% Change		12.08%	4.40%	13.04%	4.37%
\$Change		\$ 23,274.90	\$ 9,505.61	\$ 29,400.22	\$ 11,147.23



Year-To-Date:	\$ 1,049,997.52	Budgeted:	\$ 3,096,746.00	% Difference	66.09%
---------------	-----------------	-----------	-----------------	--------------	--------

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Y-T-D	\$ 840,447.68	\$ 952,701.39	\$ 976,020.02	\$ 1,078,376.60	\$ 1,049,997.52
% Change		13.36%	2.45%	10.49%	-2.63%
\$Change		\$ 112,253.71	\$ 23,318.63	\$ 102,356.58	-\$ 28,379.08



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.

USE TAX REPORT (UNAUDITED)

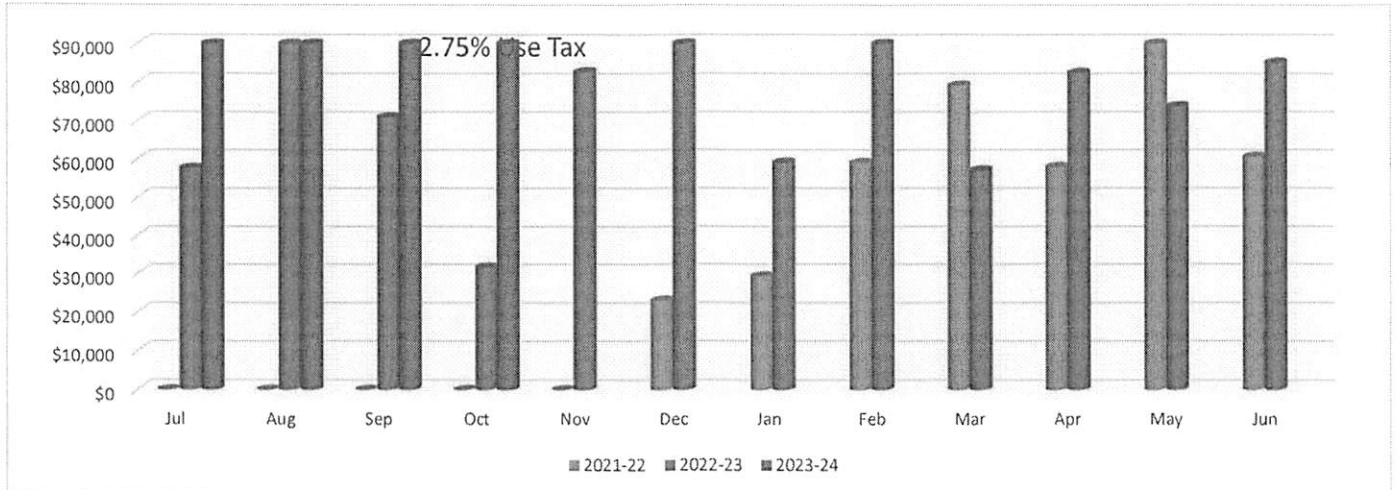
For the Month of: **OCTOBER** **FY 2023-24**

2.75% Use Tax

9

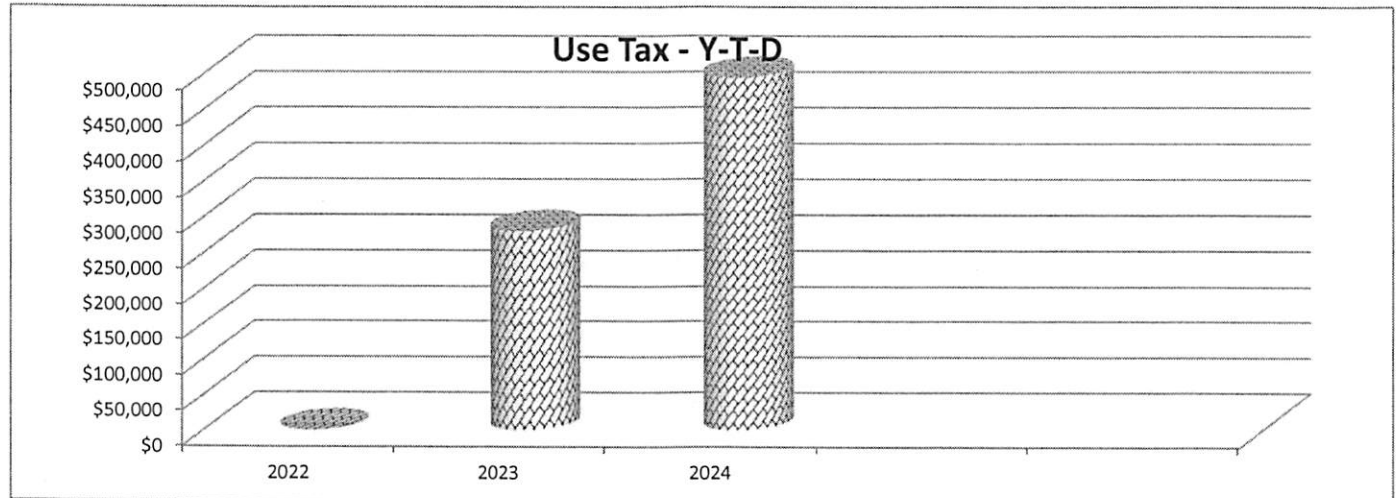
Current Month: \$ 99,788.18	Anticipated: \$ 66,915.84	% Difference	49.12%
------------------------------------	----------------------------------	---------------------	--------

	FY 2022	FY 2023	FY 2024
Current Month	\$ 0.00	\$ 31,742.36	\$ 99,788.18
% Change			214.37%
\$Change		<u>\$ 31,742.36</u>	<u>\$ 68,045.82</u>



Year-To-Date: \$ 494,987.58	Budgeted: \$ 953,975.00	% Difference	48.11%
------------------------------------	--------------------------------	---------------------	--------

	FY 2022	FY 2023	FY 2024
Y-T-D	\$ 0.00	\$ 280,862.99	\$ 494,987.58
% Change			76.24%
\$Change		\$ 280,862.99	\$ 214,124.59



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.

CITY OF CARTHAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2023

PAGE: 1

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUES					
110-GENERAL REVENUE	14,003,205.00	1,689,425.91	2,691,395.12	19.22	11,311,809.88
121-PUBLIC HEALTH	253,000.00	11,276.81	43,746.33	17.29	209,253.67
122-LANDFILL CLOSURE	7,500.00	4,693.96	12,971.38	172.95 (	5,471.38)
123-LODGING TAX	255,600.00	15,168.68	41,977.89	16.42	213,622.11
124-CIVIC ENHANCEMENT	800.00	18.12	576.90	72.11	223.10
125-STORMWATER	100.00	43.29	133.09	133.09 (	33.09)
126-PUBLIC SAFETY GRANT	0.00 (	395.01) (	395.01)	0.00	395.01
127-CDBG	0.00	0.00	0.00	0.00	0.00
128-PARKS/STM WTR	1,476,408.00	133,928.11	389,490.19	26.38	1,086,917.81
129-TIF & CID SPECIAL TAX	600.00	216.17	664.53	110.76 (	64.53)
130-INMATE SECURITY FUND	3,500.00	197.57	940.30	26.87	2,559.70
131-FIRE PROTECTION TAX	758,200.00	72,644.94	211,817.68	27.94	546,382.32
141-FAIR ACRES SPORTS COM	0.00	0.00	0.00	0.00	0.00
142-GOLF COURSE	643,300.00	89,531.98	303,013.08	47.10	340,286.92
161-CAPITAL IMPROVEMENTS	2,377,595.00	147,720.13	412,743.12	17.36	1,964,851.88
162-PARKS & RECREATION	267,716.00	5,667.54	9,123.42	3.41	258,592.58
163-MYERS PARK	1,155,849.00	3,281.95	10,060.22	0.87	1,145,788.78
164-JUDICIAL EDUCATION FU	100.00	0.03	2.90	2.90	97.10
165-USE TAX	954,050.00	6,037.24	18,875.32	1.98	935,174.68
175-Public Fac/Bond Fund	4,550,000.00	14,256.77 (	211,814.41)	4.66-	4,761,814.41
221-ECONOMIC DEVELOPMENT	33,519.00	61.66	189.55	0.57	33,329.45
222-AMERICAN RESCUE PLAN	0.00	6,837.35	20,046.58	0.00 (	20,046.58)
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	17,278.08	44,533.71	0.00 (	44,533.71)
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	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	26,741,042.00	2,217,891.28	4,000,091.89	14.96	22,740,950.11
	=====	=====	=====	=====	=====

CITY OF CARTHAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2023

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
EXPENDITURES					
110-GENERAL REVENUE	19,361,686.00	992,837.47	2,824,355.45	14.59	16,537,330.55
121-PUBLIC HEALTH	289,502.00	24,454.67	68,904.57	23.80	220,597.43
122-LANDFILL CLOSURE	0.00	0.00	0.00	0.00	0.00
123-LODGING TAX	296,053.00	4,072.23	9,783.62	3.30	286,269.38
124-CIVIC ENHANCEMENT	0.00	106,337.50	0.00	0.00	0.00
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	1,316,064.00	52,163.48	83,837.83	6.37	1,232,226.17
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	999,678.00	0.00	34,653.88	3.47	965,024.12
141-FAIR ACRES SPORTS COM	0.00	0.00	0.00	0.00	0.00
142-GOLF COURSE	833,795.00	72,752.73	197,657.71	23.71	636,137.29
161-CAPITAL IMPROVEMENTS	3,257,780.00	47,553.01	77,315.44	2.37	3,180,464.56
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	1,085,252.00	10,075.00	46,321.50	4.27	1,038,930.50
175-Public Fac/Bond Fund	8,200,637.00	9,471.00	11,787.50	0.14	8,188,849.50
221-ECONOMIC DEVELOPMENT	31,819.00	0.00	0.00	0.00	31,819.00
222-AMERICAN RESCUE PLAN	135,000.00	1,075.76	9,615.23	7.12	125,384.77
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	45,000.00	110,000.00	0.00	(110,000.00)
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	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
GRAND TOTAL EXPENDITURES	<u>37,813,535.00</u>	<u>1,153,117.85</u>	<u>3,474,232.73</u>	<u>9.19</u>	<u>34,339,302.27</u>
REVENUES OVER/(UNDER) EXPENDITURES	(11,072,493.00)	1,064,773.43	525,859.16		(11,598,352.16)

*** END OF REPORT ***

COUNCIL BILL NO. 23-71

ORDINANCE NO. _____

An Ordinance to enter into a Memorandum of Understanding Agreement with the Carthage Economic Development Corporation (CEDC), for the purchase and development of an industrial park, 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 Memorandum of Understanding with the CEDC, to assist in closing and acquisition of the Industrial Park Site and for the future development and sale of parcels in the Industrial Park Site, a copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by:

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (this “MOU”) is entered into this _____ day of _____, 2023 by and between the **City of Carthage, Missouri**, a municipal corporation (the “City”) and the **Carthage Economic Development Corporation (CEDC)**.

RECITALS

WHEREAS, the City, CEDC and the Carthage Water & Electric Plant (“CWEP”) previously entered into a Memorandum of Understanding dated February 16, 2023, for the purpose of City and CWEP providing funding to CEDC for economic development services and partnership.

WHEREAS, this MOU shall be separate and distinct from the February 16, 2023, Memorandum of Understanding.

WHEREAS, the City, through the CEDC, applied for an Industrial Site Development Grant through the Missouri Department of Economic Development – ARPA Initiatives Program on February 21, 2023 for the proposed development of the Carthage Economic Development Park.

WHEREAS, the goal of the Carthage Economic Development Park is to give the City of Carthage and surrounding area a dedicated area to locate commercial, industrial and manufacturing users that will promote economic and business development and expansion in the Carthage area.

WHEREAS, the application was successful and the City and CEDC was awarded a \$1,500,000.00 grant from the Missouri Department of Economic Development – ARPA Initiatives Program.

WHEREAS, a project site was selected and put under an option contract by the parties and it consists of 248 acres of real estate owned by Butcher Family Properties, Inc., hereinafter referred to as the “Industrial Park Site” or “Site”, as legally described on Exhibit A.

WHEREAS, the funding for the purchase of the Industrial Park Site comes from the following sources: Missouri Department of Economic Development – ARPA Initiatives Program Grant - \$1,500,000.00, City of Carthage - \$1,000,000.00, Carthage Water & Electric Plant \$1,500,000.00 and the K.D. & M.L. Steadley Trust - \$1,000,000.00.

WHEREAS, the City will be the fee simple owner of the Industrial Park Site.

WHEREAS, the CEDC has committed to marketing the Site and selling parcels within the Site for sale.

WHEREAS, City and CEDC recognize that there may be the need for additional capital contributions needed for the future development of the Site and that proceeds from land sales should be used for those purposes, as well as, in the long-term, the acquisition of additional real estate at or near the Site for future industrial site expansion.

WHEREAS, City and CEDC recognize that the common goal of this venture and the contributions from all of the above-recognized parties and grant is to develop this industrial park and future industrial park areas and related promotion of economic development.

WHEREAS, the City and CEDC recognize the need for this MOU to be in place to set forth the process to approve and consummate the sale of parcels with the Industrial Park Site and for the use of the proceeds from future land sales to further the common goals of the parties as outlined in this MOU.

WHEREAS, the City and CEDC desire to approve this MOU in order to assist in closing and acquisition of the Industrial Park Site and for the future development and sale of parcels in the Industrial Park Site.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and CEDC hereby agree as follows:

1. The parties agree that the contributions/funding (the “Contributions”) for the purchase of the Industrial Park Site come from the following sources: Missouri Department of Economic Development – ARPA Initiatives Program Grant - \$1,500,000.00, City of Carthage - \$1,000,000.00, Carthage Water & Electric Plant \$1,500,000.00 and the K.D. & M.L. Steadley Trust - \$1,000,000.00.

2. The parties submitted a comprehensive Industrial Site Development Grant Application to the Missouri Department of Economic Development. In the application, the City committed to be responsible for the installation of roadway infrastructure in the Industrial Park Site. Further, the CWEP committed to be responsible for infrastructure installation and service related to electricity, water, wastewater and telecommunications services. Further, the CEDC committed to being the primary marketing agency for the Industrial Park Site.

3. The common goal of this venture for all of the contributing parties is to build out, develop and promote the Industrial Park Site, and this includes the installation of infrastructure, including but not limited to: construction of roads, stormwater detention facilities and the extension and installation of electric, water, wastewater, gas, telecommunications utilities to serve the Site area. Additionally, a common goal is to market and sell this Site land to industrial development prospects.

4. Further, a common goal is to further expand this initial Industrial Park Site area in the future once the original Industrial Park site is substantially developed with industrial users.

5. In furtherance of these goals, the parties agree that the Contributions shall be used solely to assist in the construction and installation of infrastructure, the promotion and marketing of the Industrial Park Site and the acquisition of additional land adjacent to or near the existing Site area, or other areas that the parties agree would benefit further industrial park growth or economic development in the Carthage regional area. The parties agree that it is not a goal of this

venture for either party to profit from the future sale of Site parcels. Rather, the proceeds from future land sales shall be used in furtherance of the goals as set forth above.

6. The CEDC agrees to use its best efforts to take actions necessary to provide for the sale or conveyance of Industrial Park Site land to industries and businesses in order to create jobs and economic development in and around the Site. It is the intent of the City and CEDC for the CEDC to be the City's sole and exclusive representative to market and position the sale of all real estate covered under this MOU.

7. The parties shall confer and agree upon a reasonable market value for the Industrial Park Site land. For future accounting purposes, the City shall enter in its financial accounting and keep any balances from the sale of Industrial Park Site land in a separate account to be used solely in furtherance of the goals of this MOU.

8. An Economic Development Team shall be established for the sole purpose of carrying out the goals and objectives of this MOU. The Team shall consist of: the Chief Executive Officer of the CEDC, the Mayor of the City Council and the General Manager of the Carthage Water & Electric Plant, or each entity's designated representative. The Team shall endeavor to meet quarterly to receive updates from the CEDC related to the Industrial Park Site. The Team shall evaluate prospective offers for the purchase/sale of Site land and make a written recommendation in favor of any sale.

9. The City and CEDC will confer with regard to development of the Industrial Park Site land and any future industrial site land. CEDC shall use its best judgment, based upon its market experience, to determine the size of the parcels of Site land, the resale price of those parcels, the uses of the parcels, and the types of industries to which such parcels shall be resold. The City Council shall approve real estate contracts for the sale of Industrial Park Site land upon receipt of a CEDC Board Resolution approving the proposed sale and a written recommendation from the Economic Development Team approving the proposed sale. The Mayor of the City shall have the authority to execute deeds and other related documents on behalf of the City to facilitate the transfer of parcels associated with the sale of said parcels once approved by the City Council.

10. The parties agree to execute such other and further documents, including encumbrances or other notices to be placed of record upon the realty as may be required to effectuate the purposes and intents of this interest.

11. This Agreement shall be effective upon the approval of the City Council and the Board of Directors of CEDC. It may be amended at any time by written agreement executed pursuant to authority granted by the City Council and the Board of Directors of CEDC.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF CARTHAGE, MISSOURI

By: _____
Dan Rife, Mayor

ATTEST:

By: _____
City Clerk

THE CARTHAGE ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: Jeff Williams

Title: President

ATTEST:

By: _____

Exhibit A

Legal Description of the Land

All of the South One-half (S1/2) of Section 21, Township 28, Range 31, Jasper County, Missouri, Except the North One-half of the Northeast Quarter of the Southeast Quarter of Said Section 21, and Except All of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 21, Township 28, Range 31, and Except any part taken or deeded for road or highway.

COUNCIL BILL NO. 23-72

ORDINANCE NO. _____

An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and the Missouri Highway and Transportation Commission providing replacement of Bridge on 3rd Street over a tributary of Spring River #0720003 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 Missouri Highway and Transportation Commission providing for an Off-System Bridge Program Agreement (BRO-R117002) for the replacement of Bridge #0720003 on 3rd Street, 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

8/30/2023

Greetings,

Congratulations! Your application on behalf of the City of Carthage for Regional Bridge Program Funds (formerly BRO) FY2025 has been selected to receive federal funding to complete Bridge #0720003 at Third Street over Spring River Tributary. MoDOT has generated Federal Aid Project Number BRO-R117002 for this newly awarded project.

Please see below for project funding breakdown:

- Bridge #0720003/BRO-R117002
 - Estimated project total: \$511,756
 - Local match: 8.75%

We wanted to reach out to let you know what the next steps are to providing a stable transportation system for your communities.

1. MoDOT will draft the programming agreement which formalizes the project, finalizes the award amount, creates the project schedule which adheres to Reasonable Progress Policy (must be less than 23 months from the date of this letter to Construction Contract Award). The programming agreement will require some review and input by you; however, these are standard agreements approved for use.
2. Execute programming agreements through DocuSign. All agreements with MoDOT must be executed via DocuSign. If your agency does not have a DocuSign access code from MoDOT, expect to hear from us while we are working on the programming agreement to help you set up your access code.

The items above will take some time but must be completed prior to *any* reimbursable engineering work can occur on the project. Once the programming agreement is executed you will be able to move towards getting an engineer on board for the project either through the Request-For-Qualifications (RFQ) or an On-Call list. Note that the On-Call list has a cap of \$100K for PE and CE combined. MoDOT must approve the use and selection of an On-Call Consultant.

There are lots of steps along the way, but the above information should get you started. Further reading can be found in LPA:136 Local Public Agency (LPA) Policy - Engineering Policy Guide (modot.org) and our team is available to help as well. Thank you for letting us work with you to improve your communities!

CCO Form: FS13
Approved: (DPP)
Revised: 09/22 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: BRO – R117002
Award Year: 2024
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
OFF-SYSTEM BRIDGE PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Carthage, a municipal corporation in the State of Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Congress of the United States has authorized, in the Infrastructure Investment and Jobs Act (IIJA), 23 U.S.C. §133, §144 and title VIII of division J, Public Law No. 117-58, the Secretary of Transportation to grant funds to states for projects for the replacement and rehabilitation of toll-free public bridges which are not part of any Federal-Aid System and which are under the jurisdiction of and maintained by a public authority and are open to public travel; and

WHEREAS, the City desires to replace a certain bridge, more specifically described below, under the Off-System Bridge Program. Said improvement is to be designed and constructed in compliance with the provisions of 23 U.S.C. §133, §144 and title VIII of division J, Public Law No. 117-58, and applicable federal directives.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The improvement contemplated by this Agreement, and designated as Project BRO-R117002 by the Commission is on CART/County Road in Jasper County. The length of this improvement is 0.009 mile(s). This improvement involves a bridge which has been inventoried by the City or Commission in accordance with 23 U.S.C. §144.

(2) LOCATION: The general location of the improvement is shown on the attachment labeled "Exhibit A" and that attachments incorporated by reference. The location is as follows:

Bridge #0720003 on 3rd Street Over Tributary of Spring River

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual [and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls]. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation ("MoDOT" or "Department") employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) MAINTENANCE: Upon completion of this improvement, the City shall accept control and maintenance of the improved road as a part of its road system and at its own cost and expense. Once construction of this improvement is completed, all obligations of the Commission under this Agreement shall terminate.

(6) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(7) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signals, and markings in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

(8) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. §4601-§4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with that Act.

(9) PERMITS: The City shall secure approval or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the improvements contemplated by this Agreement.

(10) DISADVANTAGED BUSINESS ENTERPRISES (DBE): It is the policy of the U.S. Department of Transportation and the Commission that businesses owned by socially and economically disadvantaged individuals (DBE's), as defined in 49 C.F.R. Part 26, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

(11) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et*

seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (11) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(12) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(13) INSPECTION OF PERFORMANCE: The City shall insure that representatives of the Commission and the FHWA shall have access to the project for the purpose of inspecting and reviewing work performed in connection with this Agreement.

(14) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(15) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

Any federal funds for project activities shall only be available for reimbursement of eligible

costs that have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. A pro-rata share shall be established for each phase of a project, i.e. Preliminary Engineering, Right of Way, Utilities and Construction. All costs incurred by City will be reimbursed at the pro-rata share established for each project phase. The pro-rata share for federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to that project phase by the total participating costs for that phase. The pro-rata share for the Construction Phase shall be established at concurrence in award and cannot be increased. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(18) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(19) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(20) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(21) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(22) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(23) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(24) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(25) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on _____(DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF CARTHAGE

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

Clerk

Approved as to Form:

Commission Counsel

Approved as to Form:

Title _____

Ordinance No. _____

Exhibit A - Location of Project



Exhibit B – Project Schedule

Project Description: Bridge #0720003 on 3rd Street Over Tributary of Spring River

Task	Date
Date funding is made available or allocated to recipient	09/2023
Solicitation for Professional Engineering Services (advertised)	11/2023
Engineering Services Contract Approved	01/2024
Conceptual Study (if applicable)	
Preliminary and Right-of-Way Plans Submittal (if Applicable)	06/2024
Plans, Specifications & Estimate (PS&E) Submittal	12/2024
Plans, Specifications & Estimate (PS&E) Approval	03/2025
Advertisement for Letting	04/2025
Bid Opening	06/2025
Construction Contract Award or Planning Study completed (REQUIRED)	08/2025

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to push this date back.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials

and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. **Apprentices and Trainees (programs of the U.S. DOT).**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

COUNCIL BILL NO. 23-73

ORDINANCE NO. _____

An Ordinance adjusting the Solid Waste Collection Rates in the City of Carthage pursuant to the Contract Agreement entered into the 1st day of October 2019, by and between the City of Carthage, Missouri, a Municipal Corporation, and Republic Services of Galena, Kansas.

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

SECTION I: Rate adjustments are hereby provided for Solid Waste Collection in accordance with the schedule, which is attached hereto and incorporated herein by reference; the new rates shall commence on October 1, 2023.

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



September 28, 2023

City of Carthage

Dear Zeb/Greg:

This letter is a request per the contract for a modification of the current rate on the anniversary date of the agreement, October 1, 2023. The agreement requests adjustments based on the Consumer Price Index (CPI) for Water, Sewer and Trash which currently is 5.32%. Republic is requesting a 3% increase per the terms of the agreement. This will bring the residential rate to \$14.18 and \$11.55 for seniors. The commercial will also increase 3%.

Republic appreciates the partnership we have formed with Carthage and look forward to another successful year. We value our relationship and pride ourselves in providing excellent service to the citizens of Carthage. If you have any questions, please do not hesitate to contact me.

Sincerely,

Jennifer Fagan
Republic Services of Galena
Municipal Manager
417-499-3739 cell

CARTHAGE, MISSOURI							
Div #	393	Municipality Name	CARTHAGE	Contract #	64836	Updated	9/28/2023
City Contact Information	SHAWWITE WOFFORD- BILLING	417-629-2522	swofford@cweb.com				
Contract Information	Includes residential trash (cart contents only) and commercial trash NO YARD WASTE						
Resi Billing Information	Resi services are billed monthly through city on water bill.						
Resi Rate Information	Cart Service	14.18 FAMILY/ 11.55 SENIOR	Trash Rt #S =		Rec Rt #S =		
Resi Del/Exc Fees	ADDITIONAL CART \$3.31 BILLED BY CITY MONTHLY						
Resi Fee Information	No Fees		PI Information		10/1/2023		
Resi Service Information	Cart contents only--no yard waste--						
Bulky Items	1 Bulky item picked up on their regular scheduled day. We would prefer they call in but it is not required.						
Comm Billing Information	Comm services are billed monthly through CITY. Franchise New/Change/Close forms are used to request changes. SENT TO CITY FOR APPROVAL				PI Information	10/1/2023	
Comm Service Information	Comm services are primarily FL containers (RL where safety warrants) and service is available 5 days/wk on FL (ask for service day availability on RL).						
Misc. Info							
Comm Trash Rate Table							
Size	Frequency	City Bills	Republic Bills				
HP/CA	1x/week		\$ 32.16	COMM DEL FEES - \$45.00 plus sales tax			
Extra Cart	1x/week						
2yd	1x/week		\$ 79.08	COMM EXC FEES - \$45.00 plus sales tax			
	2x/week		\$ 158.16				
	3x/week		\$ 237.24				
	4x/week		\$ 316.32				
	5x/week		\$ 395.40				
	6x/week				EXTRA YARDAGE - Billed at \$15.00/yard direct billed to customer's Acct plus taxes		
	Extra Pick-Up	Direct Billed to customer on Ext Ydg Acct	\$ 30.00				
3yd (do not sell new 3yds)	1x/week						
	2x/week						
	3x/week						
	4x/week						
	5x/week						
	6x/week						
4yd	1x/week		\$ 131.08				
	2x/week		\$ 262.16				
	3x/week		\$ 393.24				
	4x/week		\$ 524.32				
	5x/week		\$ 655.40				
	6x/week						
6yd	1x/week		\$ 165.02				
	2x/week		\$ 330.04				
	3x/week		\$ 495.06				
	4x/week		\$ 660.08				
	5x/week		\$ 825.10				
	6x/week						
8yd	1x/week		\$ 179.99				
	2x/week		\$ 359.98				
	3x/week		\$ 539.97				
	4x/week		\$ 719.96				
	5x/week		\$ 899.95				
	6x/week						
Extra Pick-Up	Direct Billed to customer on Ext Ydg Acct	\$ 75.00					

RESOLUTION NO. 2011

A RESOLUTION AUTHORIZING A SPECIAL USE PERMIT FOR THE SALE OF LIQUOR BY THE DRINK PURSUANT TO SECTION 25-251 (18) FOR 1249 S. GARRISON AVE, IN THE CITY OF CARTHAGE, MISSOURI.

WHEREAS, guidelines for special use permits are outlined in Section 25-251 and apply to all zoning districts, and

WHEREAS, Such special use permit may not be issued, however, until a public hearing is held by the commission and a recommendation by that body submitted to the city council, and

WHEREAS, the special use permit shall be approved only after determination that the establishment of such use will conform to the intent and purpose of this chapter, that neighboring property will not be unnecessarily injured and that substantial justice is done, and

WHEREAS, The use shall comply with the height and area regulations in the district in which they are located, except that radio towers, drive-in theater screens and public utility structures may exceed such height requirements, and

WHEREAS, the use permit shall automatically be revoked if the real estate is not being used for the permitted use for a period of one year.

WHEREAS, the planning and zoning commission held a public hearing on the issue of a special use permit for liquor by the drink for 1249 South Garrison on October 2, 2023.

WHEREAS, the commission recommends to the council that a permit be issued.

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

A special use permit is hereby granted to Tracy Willey for a business located 1249 South Garrison Ave for the sale of liquor by the drink in accordance with Chapter 25-251 of the Carthage Code.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

RESOLUTION NO. 2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARTHAGE, MISSOURI SUPPORTING AN APPLICATION BY PRESERVATION OF AFFORDABLE HOUSING, INC., FOR MISSOURI HOUSING DEVELOPMENT COMMISSION FUNDING FOR LOW INCOME HOUSING TAX CREDITS AND TAX-EXEMPT MORTGAGE FINANCING FOR RENOVATIONS TO HIGHLAND ACRES AND HIGHLAND MEADOWS.

WHEREAS, quality housing forms the backbone of the City of Carthage’s neighborhoods and is essential for attracting and retaining residents; and

WHEREAS, the Comprehensive Plan of the City of Carthage, Missouri encourages the development of housing to meet the needs of residents throughout their lifespan, from apartments and starter homes to senior housing; and

WHEREAS, section 2.8.3 of the City’s Comprehensive Plan, Housing Goal, is to provide adequate and attainable housing through a variety of housing types, and support neighborhood stability and reinvestment; specifically, “Ensure that adequate opportunities are provided for development of housing for seniors and other populations with special needs”; and

WHEREAS, senior housing at Highland Acres and Highland Meadows is a 79-unit senior citizen, affordable housing remodel project; and

WHEREAS, the principles of “Visitability” are increasingly important to the housing needs of the senior population; and

WHEREAS, affordable housing for senior citizens is much needed in the City of Carthage, Missouri.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, as follows:

Section 1. The City of Carthage, Missouri wholeheartedly supports the application by Preservation of Affordable Housing, Inc., for Missouri Housing Development Commission funding for low income housing tax credits and tax-exempt mortgage financing for renovations to Highland Acres and Highland Meadows.

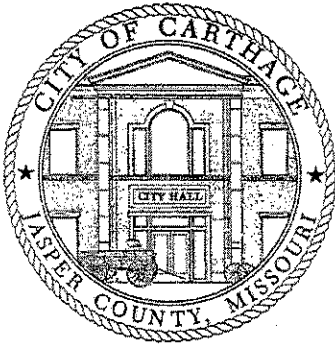
Section 2. This resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

ATTEST:

Dan Rife, Mayor

Miranda Deal, City Clerk



The City of Carthage

"America's Maple Leaf City"

October 09, 2023

Dear Carthage City Council and Water and Electric Board President,

I wanted to discuss the proposed salary (compensation) study for Carthage Water and Electric. After the City Council voted for it to be completed we carefully evaluated several proposals. The City staff feels confident in joining in agreement with Carthage Water and Electric and their recommendation to hire the Lockton Compensation Company.

Our team reviewed four different proposals. Lockton stood out as the best choice. During the interview process, we were impressed with their innovative approach and commitment to delivering accurate compensation data.

To ensure the success of this study, I will establish a committee that will consist of members from Carthage Water and Electric and members of City staff. While the committee won't be able to make final decisions, it will play a crucial advisory role in providing input and ensuring transparency throughout the process. Final decisions will rest with the City Council, guaranteeing that the study aligns with our City's broader goals and values.

Lockton is fully supportive of obtaining extensive input from the Water and Electric Board and the City Council decision-making process. This support emphasizes their commitment to transparency and collaboration. Lockton's approach will help us create a compensation structure that benefits our employees and the community as a whole.

Engaging Lockton Compensation Studies and forming this committee can significantly benefit our City and our dedicated employees.

Mayor, Dan Rife

October 4, 2023

City of Carthage Missouri
Mr. Greg Dagnan, City Administrator
326 Grant Street
Carthage MO 64836

We have been requested to provide an update on our forensic project work with the City of Carthage relating to the Golf Course Operations and related accounting activity as indicated on our project agreement dated April 13, 2023.

We continue to work with City Administration, staff, and the City Police Department to obtain additional requested information, analyze results and complete our project work.

Following is our April 13, 2023, proposed scope, and a brief status update:

- Review of Internal Control policies and procedures and contracts relate to the golf and parks operations – Done.
- Review of golf vendors contracts, including chemical purchases, and compliance with City policies – In Process.
- Analysis of golf green fees, cart fees, tournament revenues and gift card activity – In Process.
- Analytic review of non-payroll and non-credit card disbursement activity of the Golf and/or Parks Department – In Process.
- Analytic review of Pete's Pro Shop POS transactional activity – In Process.
- Review and analysis of bank statement activity – In Process.

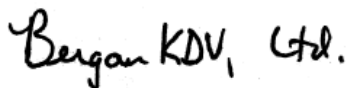
Based on the results of above procedures, we have analyzed or are analyzing the following areas further:

- Additional review of golf course transactions and related bank accounts.
- Review and coordination with City personnel of additional documents provided.
- Additional analysis of gift card transaction activity and revenue tracking.
- Additional analysis of tournament revenues process and receipts.
- Additional data capture and review of TeeSnap/ POS transactional activity from archives.
- Additional review of bank statement activity and related analysis.

We anticipate our work will be completed by October 31, 2023. The results will be discussed and reported with appropriate City personnel after consultation with City legal counsel.

We appreciate the cooperation and assistance of the city during our project.

Sincerely,



BerganKDV, Ltd,
Steven Wischmann, CPA/CFF, CFE, MAFF



"To improve the quality of life in our community..."

EMERGENCY 9-1-1

310 W. 4th
Carthage, Missouri 64836
(417) 237-7200

Bill Hawkins
Chief of Police

10/5/23

Carthage City Staff
Carthage City Council

As you know there is an ongoing investigation into the operations and accounting of the Carthage Golf Course. In April of this year the City hired BerganKDV to conduct an audit in connection with this investigation. BerganKDV anticipates their audit to be complete by 10/31/23.

Through the course of this investigation it has been determined that a crime has occurred, and a specific suspect(s) has been identified. Since this is an ongoing investigation, specific information is not available for public release at this time.

Respectfully,

Bill Hawkins
Chief of Police

"America's Maple Leaf City"
"In God We Trust"

Fwd: Closed Session Minutes

Greg Dagnan <g.dagnan@carthagemo.gov>

Mon 9/25/2023 2:21 PM

To: Miranda Deal <m.deal@carthagemo.gov>

Do we have the closed session minutes I can give to him? For June 15th. Thanks.

Greg Dagnan

City Administrator

417-237-7003 (telephone)

417-237-7005 (fax)

Please note: I check my email and text messages at structured intervals each day. If you need to contact me immediately, please call me on my mobile phone. If I am helping someone and don't answer the call, please leave a detailed voice message and I will contact you promptly. Thank you for your understanding.

This email may contain identifiable personal information that is subject to protection under state and federal law. This information is intended for the use of the individual named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited and may be punishable by law. If you have received this electronic transmission in error, please notify us immediately by electronic mail (reply).

From: Bill Putnam <billputs33@gmail.com>

Sent: Monday, September 25, 2023 2:16:59 PM

To: Greg Dagnan <g.dagnan@carthagemo.gov>

Subject: Re: Closed Session Minutes

CAUTION: This email originated from outside of the organization. Verify all requests or information before clicking any links.

Greg those are the open session minutes I need the closed session minutes. Still waiting for the minutes of the closed session in January 2022.

On Mon, Sep 25, 2023 at 1:41 PM Greg Dagnan <g.dagnan@carthagemo.gov> wrote:

Mr. Putnam,

Here are the closed session minutes and the job description.

Greg

From: Bill Putnam <billputs33@gmail.com>

Sent: Saturday, September 23, 2023 2:11 PM

To: Greg Dagnan <g.dagnan@carthagemo.gov>

Subject: Re: Closed Session Minutes

CAUTION: This email originated from outside of the organization. Verify all requests or information before clicking any links.

Greg- one more thing. Please send a copy of the job description for ACA that was adopted by the council on June 8, 2021.

On Sat, Sep 23, 2023 at 10:19 AM Bill Putnam <billputs33@gmail.com> wrote:

Yes sir, two more things.

Please send minutes of closed session June 15 and the minutes in January? Where the council authorized the Mayor to sign a contract with you that gave the okay to live outside Carthage and automatically become CA if the position became available. There is no reference in the minutes in that time frame of a closed session to discuss personnel.

Thanks,
Bill

On Sep 21, 2023, at 11:13 AM, Greg Dagnan <g.dagnan@carthagemo.gov> wrote:

Mr. Putnam,

Here are the minutes in which the Mayor reported to the CIAC committee (which is also the personnel committee) that he intended to make the appointment permanent. Again, if you need anything else, let me know.

Greg

From: Bill Putnam <billputs33@gmail.com>
Sent: Wednesday, September 20, 2023 3:08 PM
To: Greg Dagnan <g.dagnan@carthagemo.gov>
Subject: Re: Closed Session Minutes

CAUTION: This email originated from outside of the organization. Verify all requests or information before clicking any links.

Thanks for sending these Greg. I was sure they existed, but wondered why they were not posted within 72 hours as required by the Sunshine Law. I also questioned Mayor Rife's assertion regarding council approval of you as CA in January 2022. Please send me those minutes as well. None of the council minutes from Dec 21 up to March indicate a closed meeting was held to discuss personnel.

On Wed, Sep 20, 2023 at 2:26 PM Greg Dagnan <g.dagnan@carthagemo.gov> wrote:

Mr. Putnam,

Attached are the closed minutes that you mentioned last Thursday. If you need anything else, let me know.

Greg Dagnan
 City Administrator
 City of Carthage, MO
 417-237-7003 (telephone)
 417-359-6223 (cellular)

Please note: I check my email and text messages at structured intervals each day. If you need to contact me immediately, please call me on my mobile phone. If I am helping someone and don't answer the call, please leave a detailed voice message and I will contact you promptly. Thank you for your understanding.

This email may contain identifiable personal information that is subject to protection under state and federal law. This information is intended for the use of the individual named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this

- information is prohibited and may be punishable by law. If you have received this electronic transmission in error, please notify us immediately by electronic mail (reply).

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS
TUESDAY, NOVEMBER 23, 2021
5:00 p.m.

COMMITTEE MEMBERS PRESENT: Ceri Otero, David Armstrong and Robin Harrison. Craig Diggs was absent.

OTHER COUNCIL MEMBERS: Mayor Dan Rife

STAFF PRESENT: Assistant City Administrator Greg Dagnan, City Clerk Traci Cox and HR Coordinator Michael Miller

Chair Ceri Otero called the meeting to order at 5:00 P.M.

OLD BUSINESS:

1. **Approval of minutes from previous meeting:** On a motion by Ms. Harrison, the minutes of the November 9, 2021 meeting were approved 3-0.
2. **Review and approval of the Claims Report:** The Committee discussed items regarding the Claims Report. Ms. Harrison moved to approve the claims. Motion carried 3-0.

NEW BUSINESS:

1. **Consider and discuss Victim's Economic Safety and Security Act ("VESSA") Leave Policy:** Michael Miller discussed the addition of the policy as required by Federal regulations. Ms. Harrison moved to forward the policy to council for approval. Motion carried.
2. **Staff Reports:** Mr. Miller discussed revisions to an internal Employee Information Verification policy.

City Clerk Traci Cox reported on the opening date for election filing.

Assistant City Administrator Greg Dagnan reported on future changes to the FMLA policy, Michael Miller is reviewing employee benefits as a result of recommendations from the work session, the possibility of increasing the January 1, 2022 COLA increase from 1% to 3.5% and adding a July 1, 2022 COLA increase of 3% due to current inflation indexes, Threads Performance software is being implemented, and selection of a new Fire Chief has been completed and will be appointed in December.

Mayor Rife reported Greg Dagnan will remain in the position of Assistant City Administrator after the temporary appointment expires on January 1. Bill Hawkins will be appointed as the Police Chief effective January 1.

3. **Other Reports:** None

ADJOURNMENT: Ms. Harrison made a motion to adjourn at 5:33 PM. Motion carried 3-0.

Traci Cox

CITY OF CARTHAGE

JOB DESCRIPTION

DEPARTMENT: General Administration

SALARY GRADE: Q

POSITION TITLE: Assistant City Administrator

FLSA STATUS: Exempt

RESPONSIBILITIES OF POSITION:

This position serves as an integral member of City administration responsible for providing leadership support to the City Administrator by performing responsible administrative and managerial duties assisting the City Administrator in the administration of local government. The Assistant City Administrator assists in the oversight and planning, organizing, directing, managing, reviewing, and coordinating activities and operation of the departments of the City; provides a full range of multifaceted staff assistance as well as administrative and analytical support; serves as liaison between the City Administrator's Office and the general public, City staff, Council, appointed boards and committees, community organization and other governmental agencies, seeks interaction with the City administrator as assigned; participates in the development, implementation, and administration of administrative policies, procedures, guidelines and programs; oversees the general office support function of the City Administrator's Office; and performs related duties as assigned. Functions as the City Administrator in their absence.

SUPERVISION RECEIVED AND EXERCISED:

Under supervision of the City Administrator, Mayor and City Council, duties are performed with a wide latitude for independent judgment and action. Work requires the exercise of mature judgment and the application of management techniques and practices in a wide variety of administrative, fiscal, and related areas. Work is subject to review for results obtained and conformance with governing laws and established policies, through discussion and analysis of recommendations, actions, and reports with the City Administrator, Mayor and City Council.

REPRESENTATIVE JOB FUNCTIONS: Essential responsibilities and duties may include, but are not limited to:

1. Assist the City Administrator (Budget Officer) in preparing the budget each year.
2. Assist the City Administrator in keeping the Council, each Council Committee, and all City Departments informed as to the financial status of the City.
3. Assist the City Administrator in the establishment of and maintenance of proper purchasing procedures for all departments, including advising of proper purchasing

procedures so they comply at all times with State and Federal regulations governing the purchase of equipment, goods, and services.

4. Assist the City Administrator in research and obtaining information for funding projects that would include, but not be limited to, any situation which could not be financed entirely on a local basis where the funds are provided by either State or Federal government.
5. Assist the City Administrator in the administration of any City business that may be assigned to the position.
6. Assist the City Administrator in communicating the Mayor and Council's direction for any City Board, Department, or Officer.
7. Assist the City Administrator in formulation of policy concentrating on overall problems of the City.
8. Assist the City Administrator in coordinating the activity among operating Department Heads in overall implementation and administration of City programs.
9. Attend and meet with assigned Standing and Special Committees assigned by the City Administrator, Mayor and City Council.
10. Serve as project manager for a variety of special projects; facilitate project activities and resolve problems; develop and submit project reports to the City Administrator.
11. Carry out any other duties as are within the scope, spirit, and purpose of the job as directed.

QUALIFICATIONS REQUIRED:

Knowledge: Management skills to analyze programs, policies, and operational needs. Principles and practices of municipal budget preparation and administration. Funding projects through State and Federal programs. Current on matters pertaining to personnel and employment policies.

Abilities: Plan, organize, direct, and coordinate the work of relevant staff. Analyze and recommend programs to select, supervise, train, and evaluate staff. Assist the City Administrator in administering City business. Keep departments informed on proper implementation and administration of City services.

Experience, Education, and Training: The Assistant City Administrator shall be devoted full time to the duties of this office.

Education: Requires any combination of education and experience equivalent to a Bachelor's Degree from an accredited college or university in Public or Business Administration, Government, or a related field and a minimum of two years' directly related work experience including management and supervisory experience.

Experience: The Assistant City Administrator shall have at least two years' leadership or management experience in local government. Must have a strong knowledge of personal computers and software applications, including word processing, database and spreadsheet applications; interpersonal, oral, and writing skills, and the ability to interact positively with a diverse population; must possess a valid driver's license with the ability to successfully complete a thorough background check, and successfully complete a drug test.

Physical Requirements: Work is performed primarily in an office or conference room setting. However, some local traveling is involved in public relations activities, attending meetings, and visiting City Departments and facilities.

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

SPECIAL REQUIREMENTS:

Schedule: Work is typically 8:00 a.m. to 5:00 p.m. Additional hours are required to attend meetings. The City does not pay overtime for these hours but does provide compensatory time on an hour for hour basis. Employee is scheduled to work 80 hours during the bi-weekly period.

LIMITATIONS AND DISCLAIMER:

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

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

Signed: _____ Date: _____



Modified 6/8/2021

**CLOSED SESSION
MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
April 1, 2022**

The Carthage City Council met in closed session on the above date in City Hall Council Chambers at 4:00 P.M. with Mayor Dan Rife presiding.

The following Council Members answered roll call: Juan Topete, Robin Harrison, David Armstrong, Mike Daugherty, Ceri Otero, Alan Snow, Seth Thompson, and Ed Barlow.

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

Mr. Snow made a motion, seconded by Mr. Harrison to close the meeting according to Section 610.021 (3) the Agenda includes the possibility of a vote to close part of the meeting to discuss hiring, firing, disciplining or promoting of particular employees by a public governmental body when person information about the employee is discussed or recorded. Motion carried on vote of 8 yeas and no nays. Ayes: Armstrong, Barlow, Daugherty, Harrison, Otero, Snow, Thompson and Topete. Motion carried at 4:02 p.m.

Mrs. Harrison made a motion, seconded by Mr. Armstrong, to accept the resignation of City Administrator Tom Short effective April 1, 2022. Motion carried unanimously.

Mr. Armstrong made a motion, seconded by Mrs. Harrison, to accept the severance pay according to contract of \$44,351.91 for Mr. Short. Motion carried unanimously.

Mr. Daugherty made a motion, seconded by Mr. Armstrong, to accept the Mayor's appointment of Greg Dagnan as City Administrator effective April 1, 2022 with Mr. Dagnan going to Grade AA, Step 1 effective with the next full pay period beginning April 7. Motion carried unanimously.

Council agreed to move forward with making the Assistant City Administrator a permanent position and move forward with creation of a job description.

Mr. Daugherty made a motion, seconded by Mr. Armstrong, to return to the regular session of the Council Meeting at 4:19 p.m. followed by a roll call vote of 8 yeas and no nays. Ayes: Armstrong, Barlow, Daugherty, Harrison, Otero, Snow, Thompson and Topete. Motion carried.

Respectfully submitted,

Traci Cox
City Clerk



City of Carthage, Missouri CITY COUNCIL

June 15, 2023 - 5:30 PM
ZOOM VIDEO CONFERENCING

MINUTES

The departure from the normal requirements of providing at least 24 hours' notice of this meeting was to alert the Council of threats that were made to City staff and at least 1 Council Member, from Carthage Water and Electric employees and to discuss potential disciplinary action for those who had made the threats.

The Carthage City Council met via Zoom video conferencing on the above date at 05:30 PM with Mayor Dan Rife presiding.

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

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, and City Clerk Miranda Deal.

Mr. Armstrong made a motion, seconded by Mr. Taylor, to approve the minutes of the June 13, 2023 Council Meeting. Motion carried unanimously.

Mr. Elliff made a motion, seconded by Mr. Snow, to close the meeting according to section 610.021 (3), the agenda includes the possibility of a vote to close part of the meeting to discuss hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded followed by a show of hands vote of 9 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Terri Heckmaster, Ed Hardesty, Alan Snow, Mark Elliff, and Tiffany Cossey. Motion carried at 5:33 p.m.

There was no action taken in closed session.

Mr. Armstrong made a motion, seconded by Mr. Taylor, to return to the regular session of the Council Meeting, followed by a show of hands vote of 9 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Terri Heckmaster, Ed Hardesty, Alan Snow, Mark Elliff, and Tiffany Cossey. Motion carried at 8:14 p.m.

Mr. Armstrong made a motion, seconded by Mr. Taylor to remove the members of the Carthage Water and Electric Plant Board due to reasons that have been outlined by City Attorney Nate Dally. Said outlined reasons include the board failing to abide by Ordinance 2-320, and failure to provide budget documents as requested multiple times. Motion carried by a show of hands vote of 7 yeas and 2 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Ed Hardesty, Mark Elliff, and Tiffany Cossey. Nays: Terri

Heckmaster and Alan Snow.

Mr. Hardesty made a motion, seconded by Ms. Blankenship, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 8:22 p.m.

****Closed session minutes were approved at the June 27, 2023 council meeting.**

After Attorney General complaint was filed, minutes were amended at the August 8, 2023 council meeting to include the first highlighted paragraph.

Miranda Deal