



City of Carthage, Missouri

CITY COUNCIL

October 24, 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 10/10/2023 Minutes
6. **Presentations/Proclamations**
 1. Alpha Delta Kappa Proclamation
7. **Public Comments**

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

(Each Councilmember is limited to no more than two (2) minutes. The time may be extended by the Chair if deemed necessary. Once a Councilmember has had their say on a particular issue they are not permitted to once again speak on the issue unless permitted by the Chair)
12. **Administrative Reports**
 1. City Administrator's Report
13. **Report of Claims Presented Against the City**
 1. Motion and a second to approve the Claims
14. **Public Hearings**
15. **Old Business**
 1. C.B. 23-71 -- 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.

16. New Business

1. C.B. 23-74 -- An Ordinance to enter into a Memorandum of Understanding Agreement with the Missouri Highways and Transportation Commission, for a Growing Together Agreement for the Roundabout on Route 571 and Fairlawn/Garrison/Elk in the City of Carthage, Missouri.
2. C.B. 23-75 -- An Ordinance to amend sections of Chapter 13 of the Carthage Code by adding a section for Loitering in the City of Carthage, Missouri.

17. Mayor's Appointments

18. Resolutions

1. Resolution 2013 -- A Resolution of the City of Carthage, Missouri, authorizing the Mayor to accept a grant from the Steadley Trust in the amount of \$10,000.00.
2. Resolution 2014 -- A Resolution of the City of Carthage, Missouri, authorizing the Mayor to enter into a contract with MW Fence for construction of outfield fencing for Carl Lewton Stadium in the amount of \$22,993.27, in the City of Carthage, Missouri.
3. Resolution 2015 -- A Resolution providing for the formal acceptance of a donation to the City of Carthage's Fire Department by the City Council of the City of Carthage, Missouri pursuant to City Policy.

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

October 10, 2023 - 6:30 PM
CW&EP COMMUNITY ROOM

MINUTES

The Carthage City Council met in regular session on the above date in the CW&EP Community Room 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, Alan Snow, Mark Elliff, Tiffany Cossey. Absent: Ed Hardesty

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

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

Mr. Elliff made a motion, seconded by Mr. Snow, to approve the minutes of the September 26, 2023 Council Meeting.

Ms. Ensor made a motion, seconded by Ms. Blair, to amend the minutes to clarify in the Remarks from Council to read that Ms. Blair was inquiring why the meeting in progress on September 26th couldn't be moved to Memorial Hall. All aye. Motion carries.

Mr. Taylor made a motion, seconded by Mr. Taylor, to accept the minutes as amended. All aye. Motion carries.

During Citizen's Participation, Jack Crusa, 701 E. Highland, stated that he is concerned about the forensic audit update. He stated that he contacted a former judge who states the report says nothing about a crime being committed. He questions why it was reported a crime has been committed, and feels the audit should be complete and input from the prosecutor should be gained before this determination is made. He questions whether there was pressure to make the statement, and from whom.

Bill Putnam, 624 Belle Air, thanked CW&EP for the use of the Community Room, and the Council for being willing to move meetings to allow for larger quarters. Mr. Putnam introduced his grandson, Walker, who is currently working toward becoming an Eagle Scout, joining the ranks of Mayor Rife and Attorney Dally. He is obtaining his Communication Merit badge by attending a City Council meeting. Mr. Putnam thanked Public Works Director Zeb Carney and Public Works for the work done on the center parkway at Belle Air and Euclid, and his help in

getting a dead tree down and a stump removed. He also thanked the Council for putting funds in the budget this year for a dog park.

Mr. Snow reported the Budget Ways & Means Committee met October 9th and discussed the MOU with CEDC for the management of the industrial park land, which is on the agenda as C.B 23-71 for first reading. Questions were answered by Jeff Meredith about the management plan. Also discussed was a Programs Budget adjustment for the Parks and Rec department, which will start having youth baseball, and possibly dance and painting classes, etc. There was no budget for these programs. The committee approved a \$25,000 budget which will be coming to Council in the future for budget adjustment approval. He reported retail sales tax is down this month, which helps fund Storm Water and Parks, among other programs. The use tax is up again, above budgeted revenues. The next meeting will be November 13th at 5:30.

Ms. Blair reported that the Committee on Insurance met on this day and approved claims. Discussed was the letter Mayor Rife sent to CW&EP and Council about the combined committee to be formed to aid in the CW&EP salary study, and proceeding with Lockton to complete the study. Also discussed by Mayor Rife was the committee will be formed with equal members from CW&EP and the City, and that the committee will aid in the salary study along with the full Council. A meeting between CW&EP and City Council is tentatively planned for November 28th. It was discussed whether to have the meeting during the Council meeting, or to adjourn to a work session to allow for more flexibility in communication. It was suggested that a moderator be present, and that an agenda be made and distributed to both CW&EP and the City as soon as possible to allow for preparation. Ms. Blair made a motion, seconded by Mr. Taylor, to allow Mayor Rife to move forward in appointing the joint committee, and accepting Lockton to complete the CW&EP salary study. Ms. Cossey stated the letter that was sent out mentioned it was going to be a committee made up of CW&EP board members and people from the City staff, and wanted to clarify if the committee would also include members of Council. Mayor Rife stated the committee will be comprised of Council and staff from the City, and Board members and staff from CW&EP. All aye. Motion carries. She reported that Ms. Cox and HR Coordinator Michael Miller will be meeting with Beindiek Insurance Agency to review the renewals of the employee health insurance. Also discussed was Ms. Cossey wanting clarification as to when the Council can expect more information about the forensic audit. City Administrator Greg Dagnan said a meeting is scheduled for Friday, and there is some discussion on meeting with them before the audit is complete. The next meeting is October 24th at 5:30.

Mr. Elliff reported the Public Safety Committee is between meeting. The next meeting is October 16th at 5:30.

Ms. Blankenship reported the Public Service Committee met in a Special Meeting October 3rd. They approved the purchase of crushed lava, and chemicals for the golf course for the season. The next regular scheduled meeting is October 17th at 5:30.

Mr. Armstrong reported the Public Works Committee met October 3rd. Discussed was a garbage service fee increase, which is on the agenda as Council Bill 23-73. Also discussed was the comprehensive plan from Planning and Zoning. The committee wanted more time review, so it will be discussed again in the next meeting. If there are any recommended changes, it will be sent back to Planning and Zoning, however, if the Committee is satisfied with the changes that have been made, it will be forwarded to Council. A contract for the 3rd Street Bridge was tentatively accepted, which is on the agenda as C.B. 23-71. Also discussed was a letter for tax credit financing for Highland Acres and Highland Meadows, which is on the agenda as Resolution 2012. Mr. Armstrong reported the HVAC issue in Council Chambers at

City Hall has been resolved by the replacement of the air conditioning unit at a cost of \$8,900.00. The next meeting is October 17th at 5:30.

Special Committee and Board Liaison Reports were given by Mr. Elliff for the Planning and Zoning Historic Preservation, and Jasper County Commission. Ms. Ensor for the Library Board. Mr. Snow for CW&EP. Ms. Blair for Carthage Humane Society.

Mayor Rife reported that he attended the Hispanic Heritage Festival at Kellogg Lake and presented the Hispanic Heritage Month Proclamation to them at that time. He reported the festival was very good and is getting bigger every year. He encourages everyone to attend.

During Remarks from Council Members Mr. Armstrong stated he has been to The Bistro and highly recommends the lemon cheesecake and carrot cake, and Mr. Taylor stated he recommends the macaroni and cheese and brisket. Mr. Armstrong stated the award given for the remodel of the building was well earned and that it is a highlight on Garrison Street. He also stated he really feels great about the dog park, stating his first week on council he received a call about the City getting a dog park. He also stated there are 92 people in attendance and thanked CW&EP for the use of the space, and that he believes the space looks great. Ms. Heckmaster thanked CW&EP for the use of the room, and acknowledged Pat Goff and Danny Lambeth for their service to CW&EP.

City Attorney Nate Dally stated the City has a long history with Eagle Scouts and currently there are several Eagle Scouts within the various City departments. He stated that becoming an Eagle Scout is something that not a lot of those who start are able to get to, and that it is an accomplishment that deserves recognition. He also commented on the letters from the auditors and said he has never seen an auditor make a declaration of a criminal act, and that it is more a tool for the police to use in the issue. He stated he believed there was a committee who were wishing to review the reports as well as interview the auditors, which pushed Police Chief Hawkins to report they are investigation reports at this point. He also commented that there is work being done on a loitering and camping policy which will go to the next Public Safety meeting. He also discussed updating the panhandling ordinance. He stated that he has also had cheesecake from The Bistro and it was delicious.

Mayor Rife commended Walker on his achievement and progress on his work toward Eagle Scout. He stated that it is one thing he himself did at the age of 14 that he still uses on his resume today. He offered his congratulations to Walker.

Police Chief Bill Hawkins thanked Mr. Dally for his summation of the letter regarding the forensic audit which was sent to Council. He stated it is an ongoing investigation, that the information is not for public release and this time, and the he wrote the letter about the forensic audit because it needed to be written.

Fire Chief Ryan Huntley reported the hiring of two fire department employees who will start November 2nd pending passing the required physical. He reported working on and making progress on the new fire engine. He says that if progress continues as planned, they hope to have a brand new engine in the house by the end of February.

Parks and Recreation Director Abi Almandinger reported that the purchase of portable mounds was also discussed at the special Public Services meeting, for use with the Little League program. She stated the boulders for the Kellogg Lake playground have been on hold, but should be coming back into action next week. She stated Central park playground equipment has been removed and donated to another community that was in need. Within the next few

months, Griggs Park playground equipment will also be removed as it is also being replaced. She reported she is happy to see all the progress being made with the playgrounds. She said the Parks Department is currently working with two potential Eagle Scouts, and that word is getting out that the department will take any and all potential Eagle Scouts and their projects. She stated the department received a \$10,000 Steadley Grant for use on the dog park, and that potential Eagle Scout Walker is leading the way for the agility equipment for the animals. She stated they are excited to be working with Walker, and are very appreciative to Steadley Trust for the grant.

Assistant City Administrator Traci Cox reported the retail sales tax is up for the month at 4.7%, however the Year to Date is down approximately \$28,000. The Use Tax continues to come in strong. The Use Tax this time last year was approximately \$280,000, and this year it has already brought in approximately \$495,000. She stated Use Taxes are up substantially and encourages everyone to shop locally to boost the sales tax. She stated the City has received their first grant reimbursement check from the McCune-Brooks Regional Hospital Trust Fund for progress on the Parks Master Plan for approximately \$821,000.00, and states the City is very thankful for their generosity and support of the Parks system.

City Administrator Greg Dagnan reported the Forensic Auditor and the Police are meeting frequently and there is information that is not available to the Council or the public at this time. He said there was a specific request for a committee to meet with the auditors. The auditors said they were willing to meet, but were not comfortable meeting with the committee due to the questions that might be asked that should not be public knowledge due to the ongoing criminal investigation. They then wrote the letter that was an item in tonight's Council packet as a compromise to the request of the meeting. He stated Chief Hawkins wanted to be sure people understood there is much information the public does not know, which is part of the investigation, that does not need to be out until the auditors are finished with the investigation and the police decide what they're going to do with it. He also reported the staff worked on the proposal for CW&EP salary study. There is also work being done on a uniform purchasing policy, so all departments can buy supplies from the same supplier to help save money for the City. There will be an RFP to obtain bids for this policy. He had an interview with the auditor from KPM and feels the City's annual audit went well. He says the City should hear from them in writing soon with the results of the audit. Mr. Dagnan reported he, the Economic Development Director, and Zeb Carney have met and there are a lot of Economic Development projects currently going on that the public may not know about because they aren't allowed to disclose them, but they do meet quite frequently on several projects that are ongoing. He reported there has been a class action settlement on opioids, with the opioid company providers. All cities who are part of the suit will receive a settlement check as a result. There are restrictions as to how this money can be used, and there is no word of how much the City will receive. He also mentioned the marijuana tax will begin being collected this month, and the City should receive the first check in November.

The Committee on Claims filed a report in the amount of \$3,003,576.37 against the following funds: General Revenue \$541,068.89, Public Health \$4,973.39, Lodging \$1,256.05, Parks/Stormwater \$2,033.00, Fire Protection \$1,176.00, Golf \$16,210.16, Capital Improvements \$13,154.63, Use Tax \$8,691.18, Public Facilities \$11,298.00, ARPA \$11,020.80, Library \$25,000, Payroll \$367,694.27, and Carthage Water and Electric \$2,000,000.00. Ms. Blair made a motion, seconded by Ms. Cossey, to accept the report and allow the claims. Motion carries.

Under New Business, 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 was placed on first reading with no action taken.

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 was placed on first reading with no action taken.

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 was placed on first reading with no action taken.

Mr. Elliff made a motion, seconded by Mr. Taylor, to adopt 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. Resolution 2011 was adopted after a roll call vote of 9 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Alan Snow, Mark Elliff, and Tiffany Cossey.

Ms. Ensor made a motion, seconded by Mr. Taylor, to adopt 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. Resolution 2012 was adopted after a roll call vote of 8 yeas and 1 abstain. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Alan Snow, and Tiffany Cossey. Abstain: Mark Elliff

During Closing Comments, Mr. Snow mentioned this is the first month of the marijuana tax, and is excited to see what the tax will bring in for the City. He also wanted to again recognize the Carthage High School soccer team. He stated they have still only lost one game and are having a great season, mentioning that one of the players has a set a new single-season assist record for the high school. Ms. Cossey wanted to be sure everyone knows the Carthage High School debate team is having their first debate tournament this weekend in Carthage. She also thanked CW&EP for hosting the meeting and the nice setup they provided. She thanked the audience for their attendance. Ms. Ensor asked how many are viewing the live stream. Michael Keith, head of IT, stated there were 30 viewers. She congratulated Walker and told him she is very proud of him. She stated she is happy he had input on the dog park. Mr. Taylor stated he is also an Eagle Scout and congratulated Walker on his achievements so far stating he knows how hard it is to get that far. He also thanked CW&EP for the awesome job with the meeting and thanked the audience for their attendance. Ms. Blankenship stated she was born in this building, and thanked CW&EP for the use of the space. Mr. Armstrong stated there has been nothing of controversy tonight so he wanted to point out that not all are Eagles Scouts, but that he was a Royal Ambassador, and the he is a proud crusader of the Royal Ambassadors. Ms. Blair expressed her gratitude to CW&EP for their hospitality and the audience for their participation. Ms. Heckmaster mentioned that Maple Leaf is next week and there are many people working hard on the parade and other activities, and offered her thanks to them. She encourages everyone to go to Maple Leaf and have fun.

Ms. Heckmaster made a motion, seconded by Ms. Ensor, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:25 p.m.

Dan Rife, Mayor

Miranda Deal, City Clerk

PROCLAMATION

WHEREAS, Alpha Delta Kappa is an international honorary organization of women educators dedicated to educational excellence, altruism and world understanding; and

WHEREAS, Alpha Delta Kappa gives recognition to outstanding women who are actively engaged in teaching profession; and

WHEREAS, Alpha Delta Kappa builds a fraternal fellowship among women in the teaching profession which will add to their effectiveness in the promotion of excellence in education; and

WHEREAS, Alpha Delta Kappa promotes high standards of education and thereby strengthens the status and advancement of the teaching profession; and

WHEREAS, Alpha Delta Kappa promotes educational and charitable projects and activities, sponsors scholarships, furthers and maintains worthy standards in the field of education and cooperates with worthy community programs relating to education and charities; and

WHEREAS, Alpha Delta Kappa contributes to world understanding, goodwill and peace through an international fellowship of women educators united in ideals of education; and

NOW, THEREFORE, I, Dan Rife, Mayor of the City of Carthage, MO, do hereby proclaim the month of October 2023 to be

ALPHA DELTA KAPPA MONTH

in the City of Carthage, Missouri.

Dan Rife
Mayor



City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

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

MINUTES

1. Call to Order

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

OTHER COUNCIL MEMBERS: Terri Heckmaster

STAFF PRESENT: City Administrator Greg Dagnan, Assistant City Administrator Traci Cox, Parks Director Abi Almandinger, Recreation and Events Coordinator Chelsea Cholley and Admin Assistant Dorothy Weber.

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

2. Old Business

1. Approval of Sept 6, 2023 Minutes

ACTION: Motion to approve Sept 6, 2023 minutes by Mark Eliff
second by Ed Hardesty
Motion passed with a 4:0

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

NOES: None

ABSTAIN: None

3. Citizens Participation

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

4. New Business

1. Consider and Discuss Management Agreement with the CEDC

Mark Eliff asked about funding and if it would be released once an agreement is signed. Mark Eliff then asked about financing. Jeff Meredith stated that there is a cooperation agreement with Jeff Williams and that they are looking to close on the property by the end of November but that the family that is selling the property has stated that they may wait until January to close for tax purposes. They will have funding within 30 days of closing. Jeff Meredith stated that there were no commitments from anyone at that point. Mark Elliff asked if the City Attorney had looked over the agreement. Jeff Meredith stated that he had and was okay with the changes. Mark Elliff asked if each entity would be handling their own financing. Greg Dagnan stated that the City could write a check for one million dollars or finance it. Mark Elliff asked about page 2 section 3 which states

that CWEP will handle all utilities and the City handles the roads. Jeff Meredith stated they can take the language out and that no one has financed it, he's just asking for the agreement. Alan Snow stated that they won't know what roads will be built until construction has started. The Committee asked that Nate add pay-as-you-go language to the agreement. Dave Armstrong clarified by stating that the agreement should be similar to the Myers Park agreement. Mark Elliff asked about available grants and Jeff Meredith stated that he would be applying. Mark Elliff asked about marketing and Jeff Meredith stated that they would be using a two-sided billboard. Mark Elliff asked about topography problems. Greg Dagnan answered and stated that phase one of the soil study was complete and phase two was not recommended.

ACTION: Motion to forward to Council by Chairman Snow second by David Armstrong

Motion passed with a 4:0

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

NOES: None

ABSTAIN: None

2. Consider and Discuss Parks and Recreation Programming Expenses.

Abi Amendinger stated that Chelsea Cholley was hired as Rec Planner. Abi stated that Chelsea's position had been budgeted for in June/July 2023. Abi Almindinger spoke about the many things that have been accomplished since Chelsea Cholley took that position. Abi then spoke about the additional expenses and asked for a 25,000 dollar budget adjustment. Traci Cox stated that the funds need to be allocated between the different parks departments. Abi Almandinger then explained how they were going to generate money and that they expected to break even their first year. David Armstrong spoke about his support for this. Mr. Armstrong stated that this community needs these services/programs and that it's adding value to the community. Traci Cox stated that she would prepare a budget adjustment. Greg Dagnan stated that they've set up accountability through their committees.

ACTION: Motion to forward to Council by Ed Hardesty

Motion passed with a 4:0

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

NOES: None

ABSTAIN: None

3. Staff Reports

Traci Cox stated that she's had conversations about transparency and has suggestions for changes to how the City does ordinances and resolutions. Traci Cox then played a video explaining the suggested changes. The video was a Branson Board of Alderman meeting. Traci then stated she would call other cities to see how they did the ordinances and resolutions.

Traci Cox said that sales tax revenue is down 2.63% from last year and that the use tax is already 50% over the projected amount for this quarter. Traci then stated that the use tax goes into general revenue and that may change how the City budgets in the future. Traci updated the committee on the marijuana tax. She stated that the City won't see it until January 2024. The City staff and Committee then discussed the CID. Traci Cox stated that she was going to call

the Dept of Revenue to see where the money is being spent and how much the CID is being fined daily.

5. Adjournment

ACTION:	Motion to adjourn at 6:35 pm by Mark Elliff
	Motion to adjourn with a 4:0
AYES:	Dave Armstrong, Mark Elliff, Alan Snow, Ed Hardesty
NOES:	None
ABSTAIN:	None



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



City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

October 10, 2023 - 5:30 PM
CW&EP COMMUNITY ROOM

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

OTHER MEMBERS PRESENT: Mayor Dan Rife, Abi Almandinger, Bill Hawkins, Michael Keith, Mark Elliff

Chair Robin Blair called the meeting to order at 5:30 PM.

2. Old Business

1. Approval of September 26, 2023 Minutes

ACTION: Motion to accept/approve item 2.1. by Ms. Cossey
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 Ms. 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. Discuss salary study for Carthage Water & Electric – Ms. Cox reported it is agreed that Lockton is the correct choice for the salary study, and that a joint committee comprised of CW&EP and City Council members will be formed to be involved with the CW&EP Salary Study. She reported she was told the study could be completed in 14 – 16 weeks. Greg Dagnan stated this plan is what was discussed at the previous meeting. He stated the staff did research and made a recommendation to the Mayor, and the plan will be forwarded to Council in the near future. Ron Ross, Vice-President of CW&EP, stated he appreciates the confidence the City has had in supporting their selection of Lockton to do the

salary study. Ms. Cossey asked if the committee would be the same members as before, and Mayor Rife said it will be comprised of new members from CW&EP and the City. A joint meeting between CW&EP and Council will be held November 28, and Ms. Cox suggested a work session so there is the ability for all involved to have open dialogue for a more productive meeting. Mayor Rife suggested both parties create an agenda for the meeting, which will be combined into one, and the agenda will be made available to CW&EP and Council as quickly as possible. Mr. Ross stated they would prefer to have a moderator who is removed from the issue, preferably someone from out of town, be present at the meeting, with Mayor Rife being in agreement. Darren Collier asked what the roles and responsibilities will be for the committee. Mayor Rife stated the committee will oversee the comparables and what cities will be used as comparison. He believes that if Lockton is asking for information that it should come from both parties. A motion was made by Mr. Taylor to move forward with the mayor appointing a combined committee for the Salary Study, which will be completed by Lockton. All aye. Motion carries.

2. Staff Reports – Ms. Cox reported she and HR Coordinator Michael Miller will be meeting with Beimdiek Insurance Agency to review the renewals of the employee health insurance.

Ms. Cossey asked on the forensic audit and the Peachtree CID. Mr. Dagnan stated that he has a meeting with the forensic auditors on Friday, and that the staff has been working to correct the CID for the past year and there will be more information he sends out within the next week.

5. Adjournment

ACTION:

Motion to adjourn at 5:50 PM by Ms. Cossey

Motion passed with a 4:0

AYES:

Robin Blair, Tiffany Cossey, Terri Heckmaster, Chris Taylor



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

AGENDA

1. Call to Order

2. Old Business

1. Approval of 9-18-23 Minutes
2. Consider and discuss - Safe Haven

3. Citizen Participation

(Each person addressing the Committee shall state their name and address or the organization or firm represented and is limited to no more than five (5) minutes. The time may be extended by the chair if deemed necessary. Once a person has had their say on a particular issue, they are not permitted to once again speak on the issue unless called to answer any further questions by the Committee or Chair)

1. Consider and discuss speed bump on 16th street - Irma Herrera
2. Consider and discuss Christmas Parade - SkillsUSA, Nathan Olinger

4. New Business

1. Consider and discuss camping ordinance
2. Consider and Discuss Fire District Donation
3. Consider and discuss Res Q Jacks bid
4. Staff Reports

Fire Department

Police Department

5. Adjournment

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



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

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

MINUTES

1. Call to Order

2. Old Business

1. Approval of 9-18-23 Minutes

Councilwomen Cossey made a motion to approve the minutes from the 9-18-23 meeting. Motion passed.

2. Consider and discuss - Safe Haven

Dina Thomas and Vickie Ziller spoke with the committee again on Safe Haven baby boxes. There was a discussion on the liability and earmarked money. The City would be completely immune to any liability. When funds are donated, they are earmarked for Carthage MO and if the goal is not met, all funds will be returned. Councilwomen Cossey had a few questions regarding the language of the lease and service agreement that she would like to have the City look over. Councilwomen Cossey made a motion to proceed with the Safe Haven baby box with the City Attorney's review of the contract and council bill at the City Council meeting for full approval. Motion passed.

3. Citizen Participation

(Each person addressing the Committee shall state their name and address or the organization or firm represented and is limited to no more than five (5) minutes. The time may be extended by the chair if deemed necessary. Once a person has had their say on a particular issue, they are not permitted to once again speak on the issue unless called to answer any further questions by the Committee or Chair)

1. Consider and discuss speed bump on 16th street - Irma Herrera

Irma Herrera was not present and requesting to be on the next agenda. Chief Hawkins spoke briefly about her concern. She is wanting a speed bump installed on 16th Street, next to Ministerios El Jordan Church, by the soccer fields. No motion was taken.

2. Consider and discuss Christmas Parade - SkillsUSA, Nathan Olinger

Nathan Olinger of Skills USA spoke on behalf of Mark Sponaugle about the 50th Annual Christmas Parade. The parade will be held on Monday December 4, 2023 at 7:00pm. As in years past, the parade originates at the corner of Chestnut and Main Streets, proceeds north on Main Street, circling the Square, then back south on Grant, ending at Chestnut and Grant. They are requesting the street closures of Chestnut, 9th, 10th, 11th, entire Square, and Main Street from 5:00pm to 8:00pm. Councilwomen Blankenship made a motion to close the

requested streets pending the verification of insurance for the Annual Christmas Parade on December 4, 2023. Motion passed.

4. New Business

1. Consider and discuss camping ordinance

Chief Hawkins spoke briefly with the committee on the camping ordinance. The city is having an issue with the homeless using the parks as a residence. They are requesting an ordinance to amend sections of Chapter 13 of the Carthage Code. The council bill was given to the committee for review. Councilwomen Cossey made a motion to forward it on to the full council for approval. Motion passed.

2. Consider and Discuss Fire District Donation

Chief Huntley spoke with the committee on the acceptance of the Fire District donation. Carthage Fire Protection District donated \$90,000 for use of purchasing equipment or off-site training for the Carthage Fire Department above what the annual budget has allotted, purchase of real estate for the Carthage Fire Department's use for training or site expansion for existing fire stations. The \$90,000 is not meant to be used in lieu of Fire Department funds from the City of Carthage. Councilwomen Blankenship made a motion to accept the \$90,000 donation from the Carthage Fire Protection District. Motion passed.

3. Consider and discuss Res Q Jacks bid

Chief Huntley spoke with the committee on the Res Q Jack bids that the CFD received. The CFD received three bids from Rescue Specialist LLC, Alex Air Apparatus, and Hoffcomp. Chief Huntley is requesting accepting the bid from Hoffcomp in the amount of \$14,767.00. This total also includes delivery and a full day training from Hoffcomp on how to use the equipment. Councilwomen Blankenship made a motion to accept the bid from Hoffcomp in the amount of \$14,767.00. Motion passed.

4. Staff Reports

Fire Department

Chief Huntley updated the committee on staffing and the new engine.

Police Department

Chief Hawkins updated the committee on the parking enforcement on the Square.

5. Adjournment

Councilwomen Cossey made a motion to adjourn. Motion passed.



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

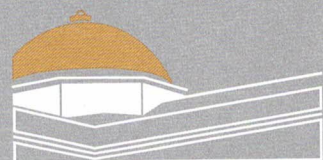
October 17, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

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

(Citizens wishing to address the Council or Committee should notify the City in advance and provide the item they want to address in written format at least 24 hours before the meeting. Please call Chelsea Cholley at the Parks & Recreation office at 417-237-7035, or email c.cholley@carthagemo.gov.)
- 4. New Business**
 1. Consider and Discuss Rock Stadium RFP for Fencing.
 2. Consider and Discuss MOU with MoDOT for Roundabout.
 3. Consider and Discuss Acceptance of the Steadley Grant for Dog Park for the Eagle Scout Project.
- 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



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

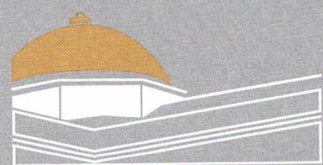
Compensation/Wages

New Business

Payment of Bills

Closed Session

Adjournment



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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 |

POLICE AND FIRE PENSION COMMITTEE
Tuesday, October 24, 2023
11:30 A. M.
Carthage City Hall, Council Chambers

Agenda

Old Business

1. Accept the minutes from the previous meeting

New Business

1. Quarterly Report on Investments – Daniel Hepp
2. Discuss and Approve Audit ending December 31, 2022
3. Revisit Haynes Benefits Report regarding the Pension Plan
4. Training Session

Other Business

Adjournment

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

Posted _____



City Administrator's Report

10/06/23-10/19/23

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
- Working on uniform supply purchasing for all city departments (RFP Published)
- Meet with Parks Director and HR Coordinator regarding staffing plan
- CWEP board orientation and swearing in

Community

- Meet with Economic Development and PW director regarding several projects
- Jasper County Commission Meeting
- Region M Board Working Session
- Still working on one Sunshine request with City Clerk and City Attorney
- Researched a request for employee contracts and found that they were not public record
- Ribbon Cutting at new Maple Leaf Coffee House
- Presentation at Library (Steadley Building)

Meetings

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

From the Team

- Golf Course= Year to Date Comparison rounds up from last year 4,280 Rounds
- McCune Brooks Trust starting to pay off playground equipment. Over 800,000 first payment
- Engineering started for McGregor Street bridge and Hazel/Airport improvements
- Butterball expansion continues
- Residential construction begins in Peachtree Subdivision
- Residential construction permits are up significantly
- Griggs Park basketball court about to open with first game High School vs. PD (Nov. 9th)
- Last Food Truck Friday of the season complete

- Work on Grant for Boots Court greenscaping continues.

Monthly Budget

- 1% General Fund Tax Fiscal YTD down \$30,000
- 2.75% Use Tax Fiscal YTD up \$214,124
- Marijuana Tax ??

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

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

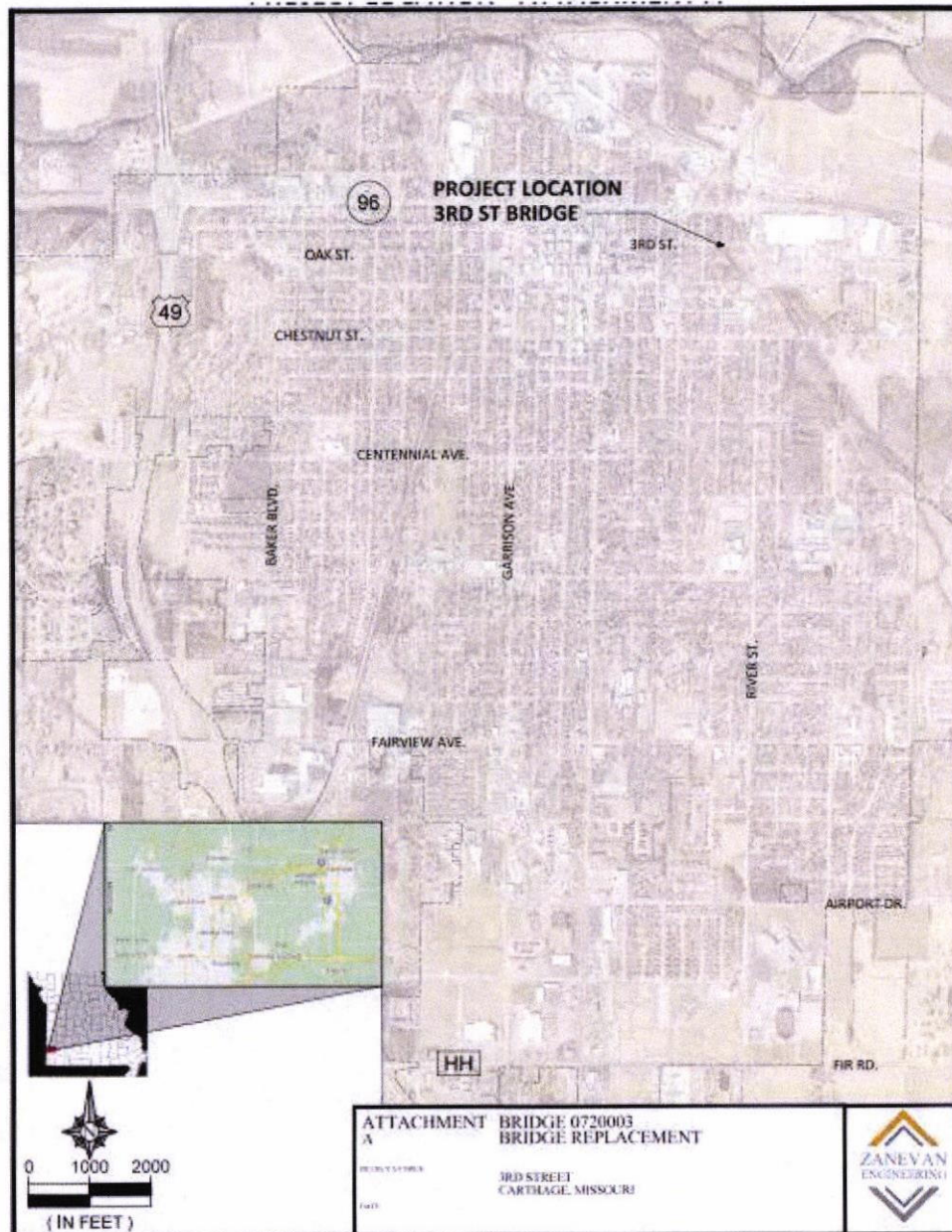


Exhibit B – Project Schedule

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.

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!

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						
8yd	Extra Pick-Up	Direct Billed to customer on Ext Ydg Acct	\$ 75.00				

COUNCIL BILL NO. 23-74

ORDINANCE NO. _____

An Ordinance to enter into a Memorandum of Understanding Agreement with the Missouri Highways and Transportation Commission, for a Growing Together Agreement for the Roundabout on Route 571 and Fairlawn/Garrison/Elk 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 Missouri Highways and Transportation Commission, for a Growing Together Agreement for the Roundabout on Route 571 and Fairlawn/Garrison/Elk in the City of Carthage, Missouri, 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: Public Services Committee

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
GROWING TOGETHER AGREEMENT
(check one)

☒ Planting ☐ Mowing ☐ Beautification

We request permission to enter into a Growing Together Agreement in Jasper County on Route 571 at the roundabout at the Fairlawn Avenue / Garrison Avenue / Elk Street intersection. This agreement is specifically for landscaping and a maple leaf sculpture to be constructed in the central island of the roundabout.

Work items will be accomplished as follows:

Funded by: City of Carthage
Designed by: OWN, Inc. (landscaping) and Rachel Wilson (sculpture)
Site Preparation by: City of Carthage
Contract for Materials by: N/A
Installation or Planting by: City of Carthage (landscaping) and Rachel Wilson (sculpture)
Maintenance for 3 Years: City of Carthage
Replacement for 3 Years: City of Carthage
Maintenance and Replacement after 3 Years: City of Carthage
Other Specific Work Items by: N/A

The City shall maintain all improvements developed under this Agreement. Failure to maintain these "Growing Together" improvements and enhancements in an acceptable manner may result in the removal of them and/or termination of this Agreement. The decision to remove the improvements or terminate this Agreement is within the sole discretion of the Commission.

The Missouri Highways and Transportation Commission has the sole responsibility in determining whether an application is rejected or accepted and whether a highway will or will not be available for the Growing Together Program.

All sponsors will attend a safety meeting conducted by the City of Carthage (sponsor representative) before any program activity. The participants will provide prior notice as required to the City of Carthage before doing any work on the Commission's right-of-way.

The sponsor agrees to indemnify and hold harmless the Commission and the Department and their officers, employees and agents from any claim, lawsuit or liability which may arise from the sponsor's participation in the program.

We agree to abide by all provisions contained in this Agreement and any other terms and conditions as required by the Commission.

Name of sponsoring organization: City of Carthage

Name of sponsor representative (please print): **FIRST NAME, LAST NAME, TITLE**

Signature: _____

Date: _____

Address: 326 Grant Street

City: Carthage State: MO Zip: 64836

Telephone (day): (XXX) XXX-XXXX (night): (XXX) XXX-XXXX

Name on Sign (1 character per space): City of Carthage

Special Provisions: N/A

MoDOT Representative: _____ Date: _____

Address: _____

City: _____ State _____ Zip _____

Telephone: _____

Sheet List Table	
NO.	DESCRIPTION
C-1.0	COVER SHEET
C-1.1	GENERAL NOTES
C-2.0	PLAN & DETAILS

ROUNABOUT LANDSCAPING FOR CARTHAGE, MISSOURI OCTOBER 2023

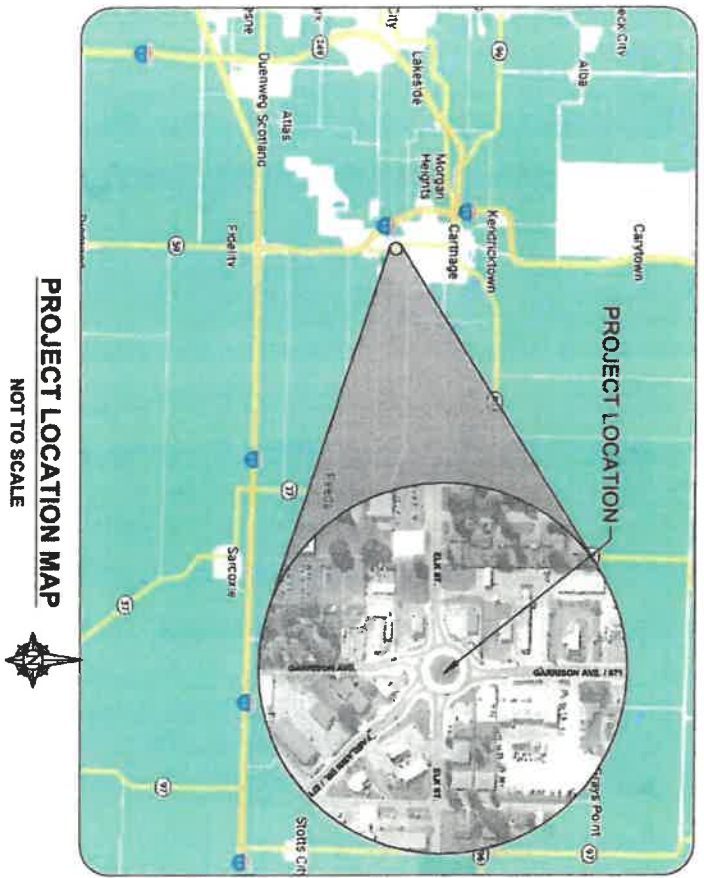
REVISION	REV. NO.
----------	----------

DESIGN TEAMS

CIVIL ENGINEERING
 1201 OAK STREET
 CARROLLTON, MO 64630
 (417) 380-1100


J. J. & J. J. ENGINEERING, INC.
 1201 OAK STREET
 CARROLLTON, MO 64630
 (417) 380-1100

ALL INFORMATION ON THIS DRAWING IS UNCLASSIFIED TYPE
 INFORMATION AND IS NOT TO BE RELEASED TO THE PUBLIC
 WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE U.S. ARMY
 CORPS OF ENGINEERS. THIS DRAWING IS THE PROPERTY OF THE
 U.S. ARMY CORPS OF ENGINEERS AND IS NOT TO BE REPRODUCED
 OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC
 OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY
 ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT
 THE EXPRESS WRITTEN PERMISSION OF THE U.S. ARMY CORPS OF
 ENGINEERS.



PROJECT LOCATION MAP
 NOT TO SCALE

CONTACT INFORMATION
 U.S. ARMY CORPS OF ENGINEERS
 621 N. GARRISON AVE.
 CARROLLTON, MO 64630
 (417) 327-7232

UTILITIES INFORMATION

ELECTRIC
 MISSOURI POWER & LIGHTING PLANT
 621 N. GARRISON AVE.
 CARROLLTON, MO 64630
 (417) 327-7200

TELEPHONE
 2400 KODAK ROAD
 WILSON, MO 64597
 (417) 858-6100

TELEVISION
 201 W. 8TH ST.
 CARROLLTON, MO 64630
 (417) 327-7200

CABLE PROVIDER
 OPTIMUM
 1000 E. 10TH ST.
 CARROLLTON, MO 64630
 (417) 327-7200

ZONING INFORMATION	
ZONE	X
BFE	N/A
COMMUNITY	CARTHAGE, CITY OF
A - FIRST DWELLING	

REVISIONS	
NO.	DESCRIPTION


C-1.0
 COVER SHEET
 PROJECT NUMBER
 230006
 DATE

ROUNABOUT LANDSCAPING
 FOR VISION CARTHAGE
 INT. OF GARRISON AVE/RTE 571 & ELK ST.
 CARTHAGE, MISSOURI

PRELIMINARY
 NOT FOR
 CONSTRUCTION

LEGEND
RUBED IN PLANS

- [illegible]

ABBREVIATION TABLE

- | | |
|---------------------|---------------------|
| STATION | STATION |
| OFF | OFF |
| FL | FL |
| EXISTING GRADE | EXISTING GRADE |
| FRESH GRADE | FRESH GRADE |
| BACK OF CURB | BACK OF CURB |
| OUTLET LINE | OUTLET LINE |
| EXISTING | EXISTING |
| PROPOSED | PROPOSED |
| RIGHT-OF-WAY | RIGHT-OF-WAY |
| PROPERTY LINE | PROPERTY LINE |
| TEMPORARY BENCHMARK | TEMPORARY BENCHMARK |
| CONTROL POINT | CONTROL POINT |
| CURTAIN LINE | CURTAIN LINE |
| TYPICAL | TYPICAL |
| TEMPORARY | TEMPORARY |

GENERAL NOTES:

- [illegible]

CURB & GUTTER CONSTRUCTION

1. CONTRACTOR TO SAW CUT EXISTING ASPHALT STREET.
2. CURB & SIDEWALK SHALL MAINTAIN A UNIFORM DILATE WITH AS FEW BRUISES AS POSSIBLE.

STAGES OF CONSTRUCTION:

1. CONTINUATION TO PERSONAL COMPLAINT AND APPLICATION TO LOCATE ALL EXISTING UTILITIES AND VERIFY ANY POSSIBLE CONFLICTS WITH PROPOSED IMPROVEMENTS PRIOR TO BEGINNING ANY CONSTRUCTION. CONTACT ENGINEER WITH ANY CONFLICTS.
2. INSTALLATION OF EROSION CONTROL MEASURES.
3. INSTALLATION OF ALL STORM WATER DRAINAGE IMPROVEMENTS.
4. FINAL DRAINAGE.
5. PLACEMENT OF FINAL LANDSCAPE TREES AND SOIL.
6. PLACEMENT OF EROSION CONTROL MEASURES.

TURF REINFORCEMENT NOTES:

- TURF RESEALING SHALL BE INSTALLED ON ALL SLOPES THAT EXCEED 30%. THE RESEALING MAT SHALL BE INSTALLED AND STAPLED AS PER THE MANUFACTURER'S SPECIFICATIONS.

CAUTION
CONTINUED

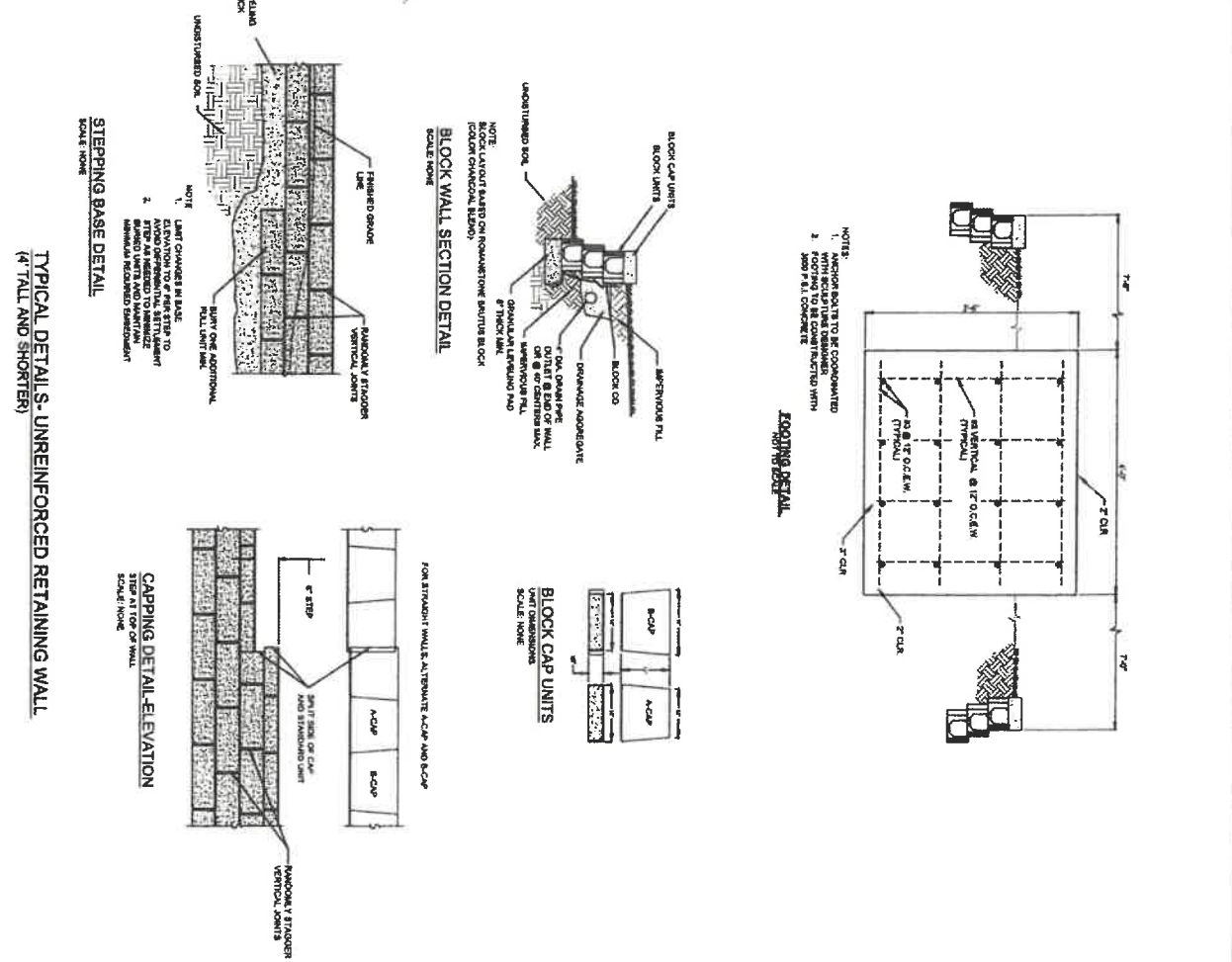
- ELEVATIONS AT INDICATED LOCATIONS. CONTRACTOR SHALL NOTIFY ENGINEER IF DISCREPANCY OCCURS.
THE DEPTH OF ALL EXISTING UTILITIES AS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL FIELD-VERIFY ACTUAL DEPTHS AT ALL CROSSINGS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER IF CONFLICT OCCURS.

UTILITY REPLACEMENT:
KROGER COMPANY LIMITED

- USED IN CONTACT SHALL BE RELOCATED DURING CONSTRUCTION. CONTRACTOR SHALL BRACKETS AND PROPOSE LOCATING SERVICE LINES IN CONTACT. UTILITY PROVIDERS SHALL RELOCATE SERVICE LINES AND INSTALL NEW CONNECTIONS.
- CONTRACTOR SHALL BRACKET AND REPLACE PAVEMENT AFTER NEW SERVICE CONNECTIONS ARE COMPLETED.

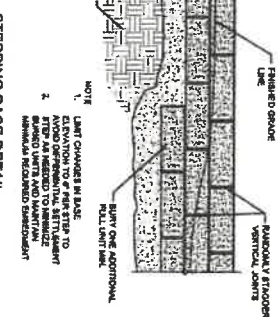
NOTE: FOR CABLE AND OUTLETTER SHALL MEET APL/JOHNS CITY AND/OR COUNTY ALL NEW CABLE AND OUTLETTER SHALL MEET APL/JOHNS CITY AND/OR COUNTY SPECIFICATIONS AND STANDARD DETAIL. CONTRACTOR SHALL MAINTAIN EXISTING OUTLETTER FLOOR LINES FOR PLACEMENT OF NEW CABLE AND OUTLETTER, EXCEPT WHERE STATED OTHERWISE ON THE PLANS.

CONTRACTOR SHALL GRADE FROM BACK OF CURB TO TELEPHONE CONSTRUCTION EASEMENT ON RIGHT OF WAY AS NECESSARY TO MAINTAIN POSITIVE DRAINAGE TO TOP OF CURB.

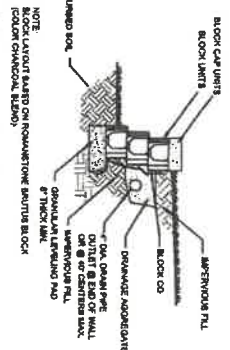


**TYPICAL DETAILS - UNREINFORCED RETAINING WALL
(4' TALL AND SHORTER)**

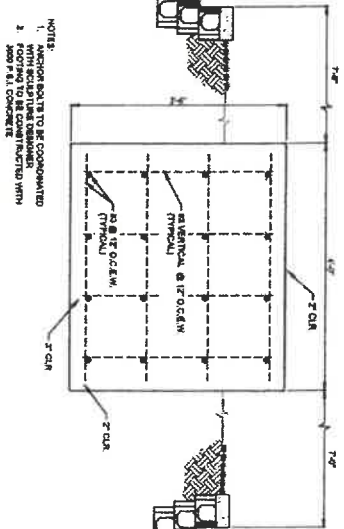
STEPPING BASE DETAIL
SCALE: NONE



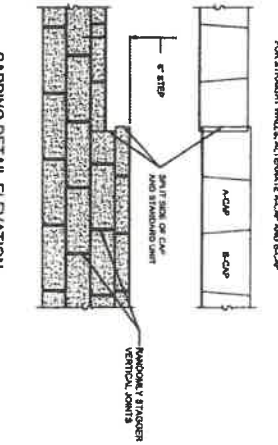
BLOCK WALL SECTION DETAIL
SCALE NONE



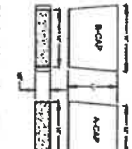
FOOTING DETAIL
NOT TO SCALE



CAPPING DETAIL-ELEVATION
STEP AT TOP OF WALL
SCALE: NONE



BLOCK CAP UNITS



MAPLE LEAF SCULPTURE-ROUNDAABOUT



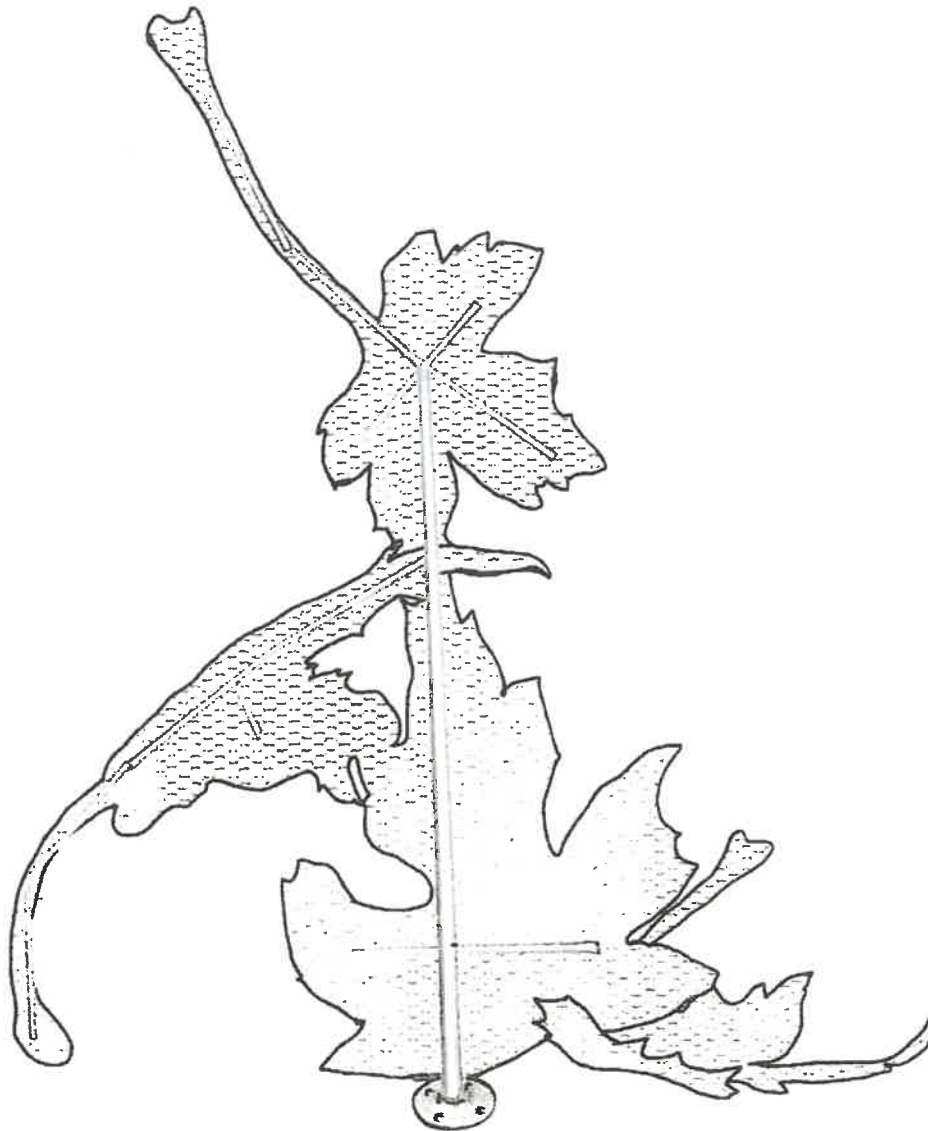
Project Proposal

Materials and Structure

Prepared for: Jackie Boyer, Vision Carthage

Prepared by: Rachel Wilson, Artist

September 18, 2021



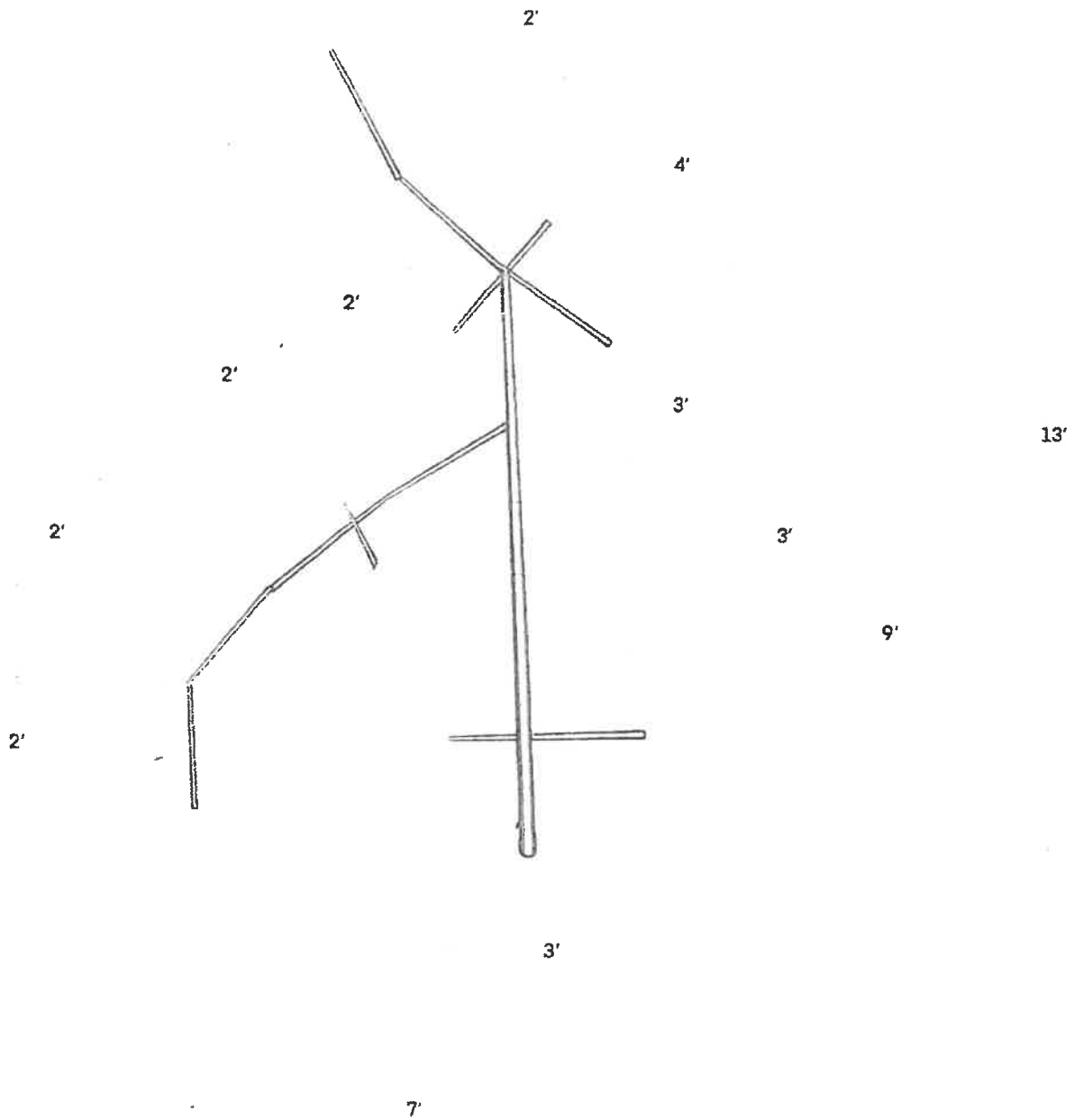
SCULPTURAL ARMATURE

Chicken wire to add structure to the individual leaf shape

#8 rebar or pipe to add strength to the entire sculpture and tie all individual parts to the whole.

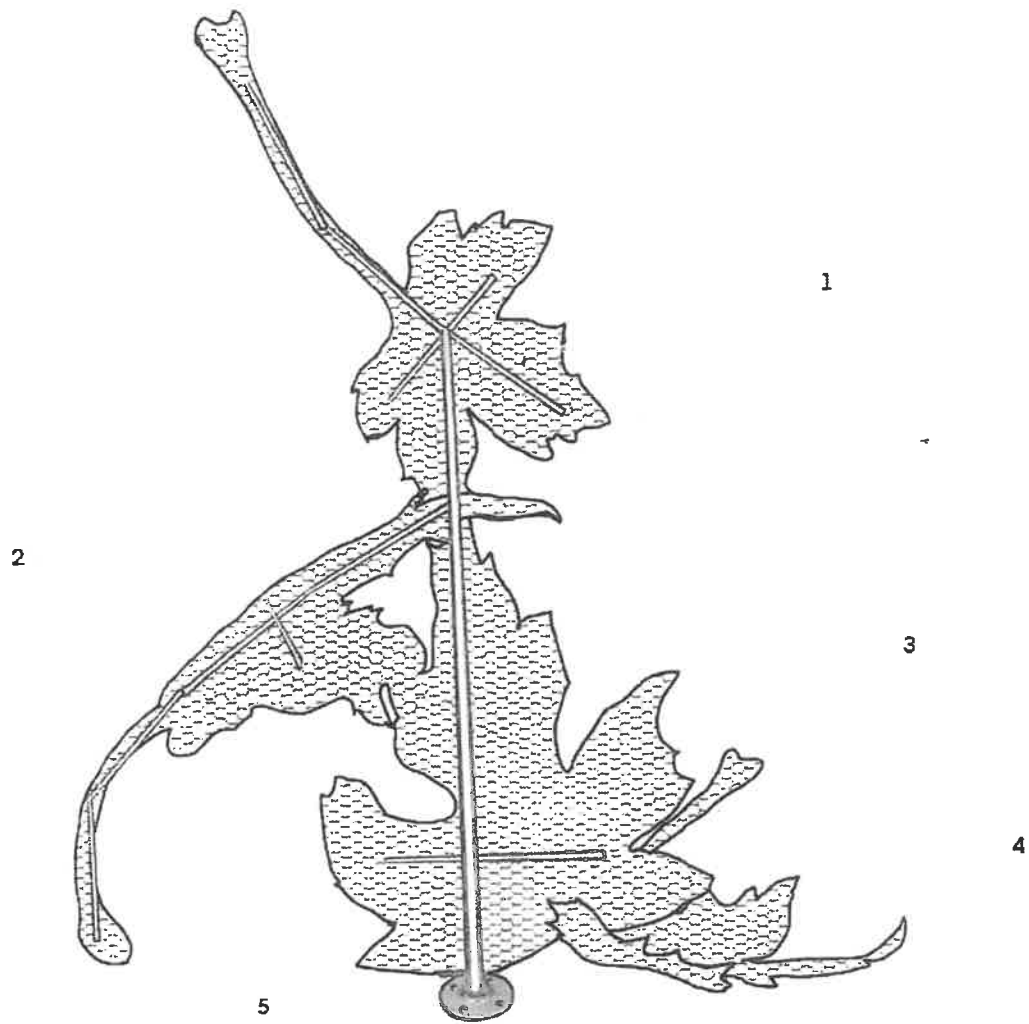
ROUNABOUT MAPLE LEAF SCULPTURE - ARMATURE DIMENSIONS

*measurements are approximated



ROUNABOUT MAPLE LEAF SCULPTURE- INDIVIDUAL LEAF SIZE

**Measurements are approximated*
Approximate weight for completed sculpture- 650lbs



Measurements at the widest points of the leaf- not including the stem



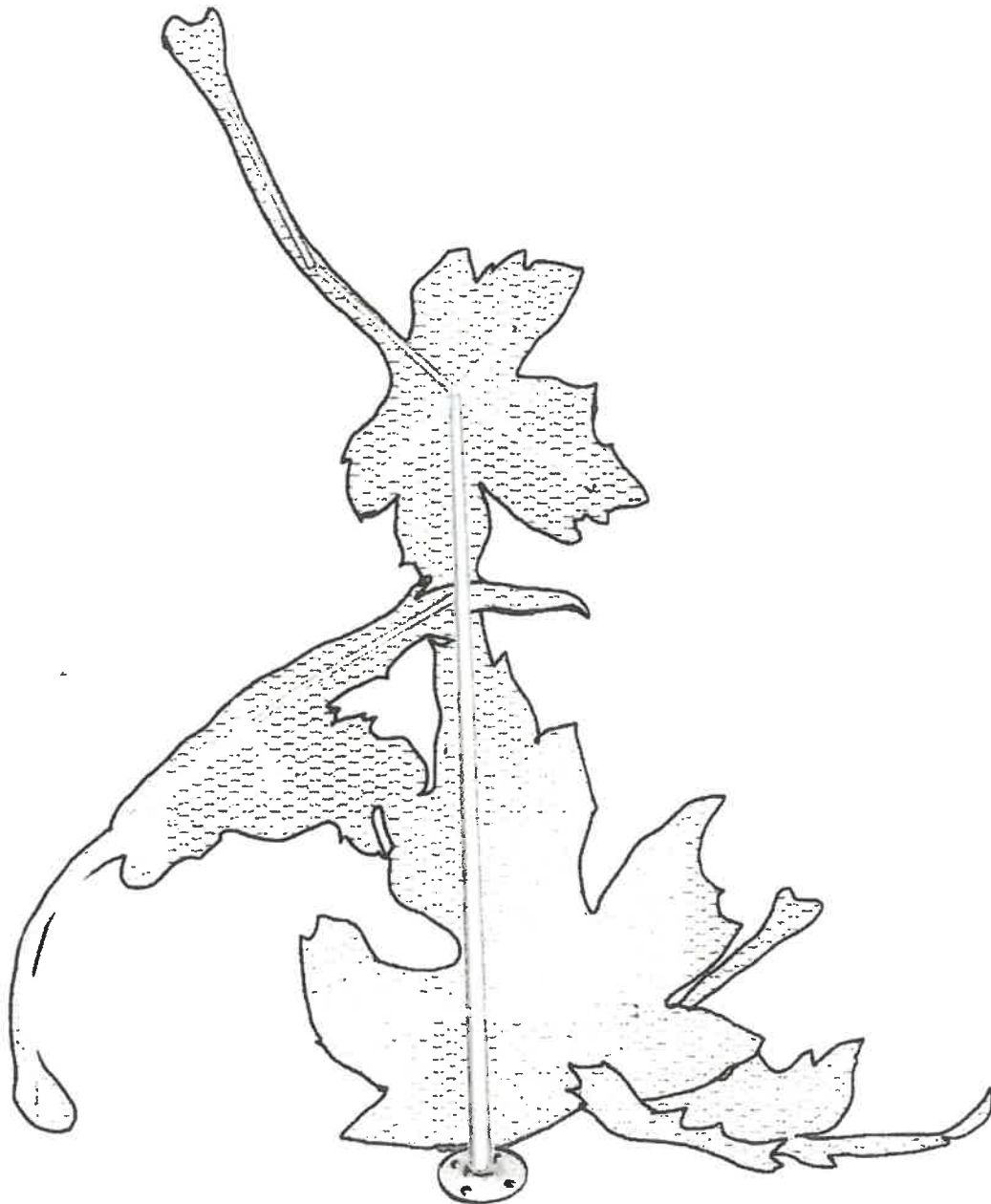
Height

Width

- 1 - 3'x3' leaf
- 2 - 4'x4' leaf
- 3 - 5'x5' leaf
- 4 - 4'x4' leaf
- 5 - base plate - custom- 12' diameter
Actual required size TBD

OPTIONAL:

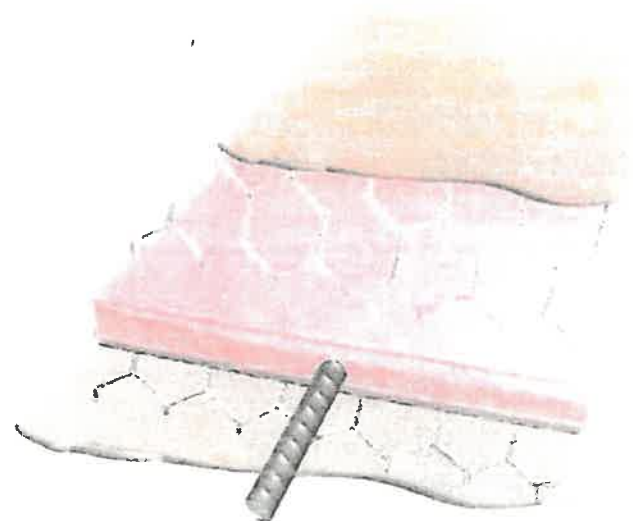
Structurally the sculpture will be the strongest in the proposed form, but the rebar or pipe hi-lighted in yellow could be removed and replaced with additional layers of chicken wire if required. Vertical sections of rebar or pipe (non yellow) are vital to the structure and cannot be removed.





The armature of the sculpture will be filled with a layer of high density foam insulation between the chicken wire.

The foam filled armature will be coated with a layer of Apoxy Sculpt clay to form a fiberglass like outer shell that is detailed, durable, freeze thaw stable, non-flammable, marine/ exterior grade, and waterproof.



MATERIALS LIST:

Apoxy Sculpt (Aves)

Chicken wire

High Density foam insulation

#8 rebar or other preferred pipe for structural armature

Liquitex Professional paint

Primer

Clear coat

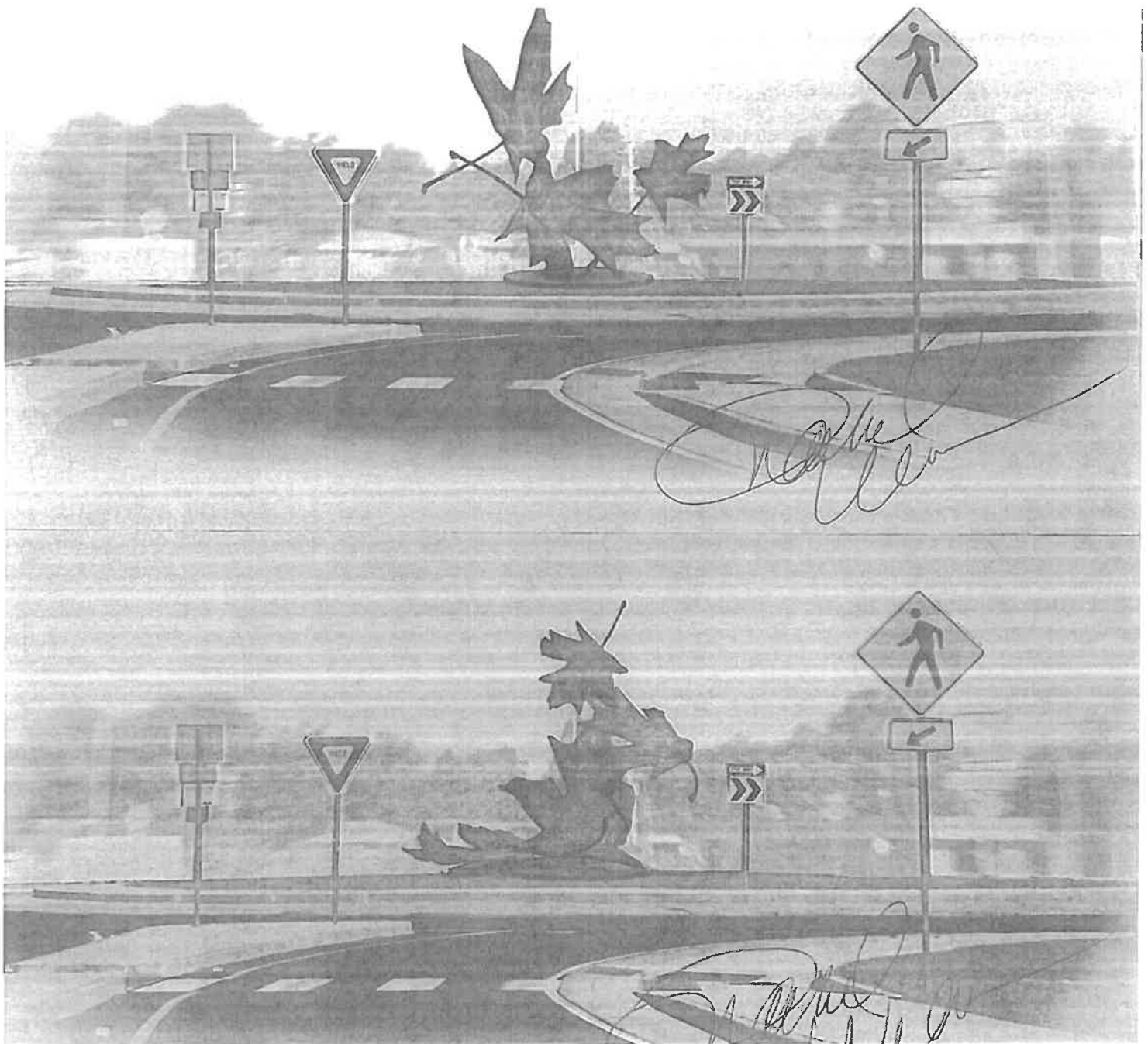
Floor flange

Shear bolts

Sand paper

Respirator mask

Painting supplies



An Ordinance to amend sections of Chapter 13 of the Carthage Code by adding a section for Loitering in the City of Carthage, Missouri.

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

SECTION I: Chapter 13 of the Carthage Code is hereby amended by adding subsection 13-136 to read as follows:

Sec. 13-136. Loitering and Camping.

(a) Unlawful Loitering:

- 1) No person shall loiter on the streets or at the corners thereof or in the vicinity of any place of amusement, hotel, motel, restaurant, office building, shop, store, public school or any other place of business or obstruct corridors, aisles, stairways or doorways so as to prevent free access, passage or movement by members of the public, officers, students, or employees
- 2) Loitering for this section shall mean: remaining idle in one location, including walking around aimlessly, and sitting or standing in or out of a motor vehicle.

(b) Unlawful Camping: It shall be unlawful for any person to camp in the following areas, except as otherwise provided:

- 1) Any public property.
- 2) Any private property.

(c) Unlawful Storage of Personal Property: It shall be unlawful for any person to store personal property, including camp facilities (tents, huts, tarps, lean to's, cardboard boxes, other forms of temporary shelter, etc) and camp paraphernalia, in the following areas, except as otherwise provided:

- 1) Any public property.
 - 2) Any private property without the consent of the property owner.
- (d) Section 13-136 does not prohibit maintenance of camping equipment or overnight camping on private residential property by the property owner or lawful occupant of the dwelling located upon the property; or by friends or family of property owner or lawful occupant, so long as the property owner or lawful occupant consents and the overnight camping is limited to not more than two (2) consecutive nights and a maximum of two (2) times per any thirty (30) day period.
- (e) The Mayor or City Council has the authority to allow camping on public or private property in connection with certain events.

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

PASSED AND APPROVED THIS _____ DAY OF _____,
2023.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Safety

RESOLUTION NO. 2013

A RESOLUTION OF THE CITY OF CARTHAGE, MISSOURI, AUTHORIZING THE MAYOR TO ACCEPT A GRANT FROM THE STEADLEY TRUST IN THE AMOUNT OF \$10,000.00.

WHEREAS, it is important for the City of Carthage to maintain its parks.

WHEREAS, the city desires to construct a dog park in Municipal Park in the City of Carthage,

WHEREAS, the Steadley Trust has issued a grant to the City of Carthage to be used in conjunction with the Eagle Scout Project of Walker Lasley, for construction of certain components for a dog park in the City of Carthage.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, the mayor is authorized to accept a grant from the Steadley Trust to be used in conjunction with Walker Lasley and his Eagle Scout project to construct and install components for a dog park, in the City of Carthage Missouri. .

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by:

RESOLUTION NO. 2014

A RESOLUTION OF THE CITY OF CARTHAGE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MW FENCE FOR CONSTRUCTION OF OUTFIELD FENCING FOR CARL LEWTON STADIUM IN THE AMOUNT OF \$22,993.27, IN THE CITY OF CARTHAGE, MISSOURI.

WHEREAS, fencing and other improvement are needed to continue baseball at Carl Lewton Stadium in the City of Carthage.

WHEREAS, it is necessary for a fence to be constructed for baseball to be played at the stadium,

WHEREAS, the city received for bids for the fence construction and approved the bid from MW FENCE,

WHEREAS, the fencing would be contingent on a budget adjustment to provide for the cost of fencing for Carl Lewton Stadium,

WHEREAS, it is necessary for the opening of Carl Lewton Stadium for the Mayor of the City of Carthage to enter into a contract with MW Fence for 6 Feet Black outfield fencing to be constructed at Carl Lewton Stadium, a copy of which bid contract is attached hereto and incorporated herein as if set out in full.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, the Mayor, once budgeted funds are approved, is authorized to enter into the attached bid contract for the construction of an outfield fence to enclose the Carl Lewton Stadium in the City of Carthage, Missouri.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

RESOLUTION NO. 2015

A RESOLUTION PROVIDING FOR THE FORMAL ACCEPTANCE OF A DONATION TO THE CITY OF CARTHAGE'S FIRE DEPARTMENT BY THE CITY COUNCIL OF THE CITY OF CARTHAGE, MISSOURI PURSUANT TO CITY POLICY.

WHEREAS, periodically, private individuals and agencies would like to make donations and grants to the City of Carthage for general or specific purposes; and

WHEREAS, the City has adopted a policy to formalize the conditions and procedures to be followed by the City in accepting said donations and grants, and to assist the City Council in evaluating the impact of proposed donations and grants on the resources of the City of Carthage; and

WHEREAS, This policy also establishes guidelines that ensure donations occur at arm's length from any City decision-making process, and provide criteria and process for the acceptance of donations; and

WHEREAS, The City Administrator has prepared and submitted a report evaluating the impact of the proposed donations or grants on the resources of the City.

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

That the City of Carthage, Missouri accepts a donation of \$90,000 from the Carthage Fire Protection District, to be used exclusively for the City's Fire Department, pursuant to the attached letter.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

CITY ADMINISTRATOR DONATION REPORT:

The City Administrator shall prepare a report evaluating the impact of all proposed donations or grants on the resources of the City. This report must include both the immediate costs of placing said donation into service or program into action and the costs required to maintain or continue the program in future budget years. Such costs may include analysis of annual personnel, repair and maintenance and equipment expenditures and any future capital improvements required by the donation. The report must be submitted to Council at the same time acceptance of the donation or grant is to be considered. If additional operating costs are associated with the acceptance of the donation, the Council shall identify the source of revenues to defray the additional costs at the time of acceptance.

At this time, until the funds are appropriated for the specific purposes for the Fire Department (pursuant to the attached letter), there is no adverse impact or additional operating costs in reference to this donation.

Carthage Fire Protection District
P. O. Box 374
Carthage, MO 64836

126-36406.000

Carthage Fire Department
Fire Chief Ryan Huntley
401 W Chestnut Street
Carthage, MO 64836

October 4, 2023

Fire Chief Ryan Huntley:

Please find enclosed a check from the Carthage Fire Protection District in the amount of \$90,000.

The funds are to be used to purchase equipment or off site training for the Carthage Fire Department above what the annual budget has allotted. The \$90,000 is not meant to be used in lieu of Fire Department funds from the City of Carthage.

The funds can also be used to purchase real estate for the Carthage Fire Department's use for training or site expansion for existing fire stations.

The Carthage Fire Protection District would appreciate a letter outlining what the funds were used to purchase.

Sincerely,



Dale Wickstrom, President

OATH OF OFFICE

State of Missouri

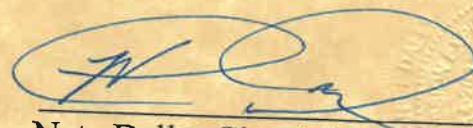
County of Jasper

City of Carthage

Do you solemnly swear, that you possess all the qualifications prescribed by law, that you will support the Constitution of the United States and of the State of Missouri, the provisions of the City Charter and Ordinances of the City of Carthage, and faithfully demean yourself in office, and well and truly perform the duties of the office of Carthage Water & Electric Board Member within and for said City, to the best of your skill and ability.


Tommy Garrison

Subscribed and sworn to me this 12th day of October, 2023.


Nate Dally, City Attorney

OATH OF OFFICE

State of Missouri

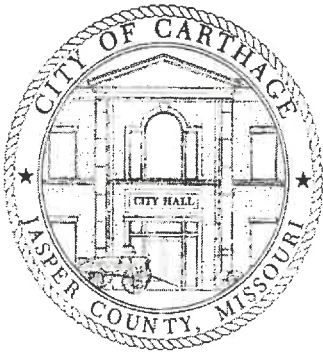
County of Jasper

Do you solemnly swear, that you possess all the qualifications prescribed by law, that you will support the Constitution of the United States and of the State of Missouri, the provisions of the City Charter and Ordinances of the City of Carthage, and faithfully demean yourself in office, and well and truly perform the duties of the office of Carthage Water & Electric Board Member within and for said City, to the best of your skill and ability.


Sid Teel

Subscribed and sworn to me this 12th day of October, 2023.


Nate Dally, City Attorney



The City of Carthage

"America's Maple Leaf City"

FROM THE DESK OF CITY ATTORNEY NATHANIEL DALLY

October 16, 2023

Bob Anderson
Simply22north@protonmail.com

RE: Property Line 988 Country Club Road

Mr. Anderson,

I have reviewed the property line between the City of Carthage and 988 Country Club Road. As you can see, the line runs just south of the telephone poles on the North side of your property. The line of telephone poles continue east thru the golf course. The City will not gate our entrances off of Country Club Road.

Due to the deteriorated condition and the property's essential use for golf course operations, the City does not allow any traffic on our property. The property is not designed or suitable for any traffic or public use.

If you wish to construct a fence along your North property line, we would simply ask for a survey be conducted prior to installation.

Again no vehicular traffic will be tolerated on any of the adjacent City property. Any vehicles entering upon the adjacent City property will be cited for trespassing. If any of the traffic from your business is permitted to enter upon the property we will hold you liable for any damage to the foundation of the property.

Sincerely,

Nathaniel Dally
City Attorney



(No subject)

Ed Hardesty <e.hardesty@carthagemo.gov>

Fri 10/13/2023 4:06 PM

To: Dan Rife <mustangdan1963@yahoo.com>; David Armstrong <d.armstrong@carthagemo.gov>; Mark Elliff <m.elliff@carthagemo.gov>; Miranda Deal <m.deal@carthagemo.gov>; Brandi Ensor <b.ensor@carthagemo.gov>; Traci Cox <t.cox@carthagemo.gov>; Trudy Blankenship <t.blankenship@carthagemo.gov>; Chris Taylor <c.taylor@carthagemo.gov>; Robin Blair <r.blair@carthagemo.gov>; Ryan Huntley <r.huntley@carthagemo.gov>; Bill Hawkins <b.hawkins@carthagemo.gov>; Zeb Carney <z.carney@carthagemo.gov>; Abi Almandinger <a.almandinger@carthagemo.gov>; Greg Dagnan <g.dagnan@carthagemo.gov>; Nate Dally <n.dally@carthagemo.gov>

To City Folks I Respect,

It is with immense regret that I tender my resignation from City Council. These past months I have witnessed all of you struggle under the assault of bullies that are offended not by what you do, but unfairly who you are. The reasons given range from personal dislike, distrust, disagreement with decisions, to actions taken by past councils. You are all stronger than me, as I can't sit by and watch any more offensive abuse heaped unjustly on my friends.

These past months have taken a toll on my health, both physically and mentally, resulting in this action.

These bullies' actions include verbal intimidation by certain board members to council persons, citizens urinating on city vehicles, others threatening teaching jobs, and personal attacks on social media bordering on slander. Yesterday I cleaned egg off my house windows!

When I moved here, I never realized that Carthage citizens could be so insensitive, spiteful, vindictive and hateful. I'm ashamed of all these so-called "concerned citizens" that say they want a better city, when they attack the people who are working hard every day to achieve just that.

I'm sorry I've let you all down by leaving, but my family's lives and my mental health prevent me from staying. I respect you all with all my heart, and wish you all well in the future.

Ed Hardesty

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