



City of Carthage, Missouri

CITY COUNCIL

March 12, 2024 - 6:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance to Flag**
4. **Calling of the Roll**
5. **Reading and Consideration of Minutes of Previous Meeting**
 1. Approval of February 27, 2024 Minutes
6. **Presentations/Proclamations**
 1. Leanna Canfield - Vision Carthage
7. **Public Comments**

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

(Each Councilmember is limited to no more than two (2) minutes. The time may be extended by the Chair if deemed necessary. Once a Councilmember has had their say on a particular issue they are not permitted to once again speak on the issue unless permitted by the Chair)
12. **Administrative Reports**
 1. City Administrator's Report
 2. Financial Reports
13. **Report of Claims Presented Against the City**
 1. Motion and a second to approve the Claims
14. **Public Hearings**
15. **Old Business**
 1. C.B. 24-14 -- An Ordinance authorizing the Mayor to enter into a contract with Elements Construction Concepts of Joplin, Missouri for Restroom Facilities for

City Parks -- Phase 2 for the amount of Two Hundred Thirty Thousand Three Hundred Forty Dollars and 00/100 (\$230,340.00), in the City of Carthage, Missouri

2. C.B. 24-15 -- An Ordinance authorizing the Mayor to enter into a contract with Elements Construction Concepts of Joplin, Missouri for Dog Park Sidewalks at Municipal Park for the amount of Forty-Three Thousand Four Hundred Sixty Dollars and 00/100 (\$43,460.00), in the City of Carthage, Missouri
3. C.B. 24-16 -- An Ordinance authorizing the Mayor to enter into an Agreement with Carthage Youth Softball League for non-exclusive use of the softball fields at Fair Acres Sports Complex during the summer of 2024, in the City of Carthage, Missouri
4. C.B. 24-17 -- An Ordinance authorizing the Mayor to execute a Lease Purchase Agreement with Bank of America for a Ferrara Heavy Duty Fire Engine, in the City of Carthage, Missouri.

16. New Business

1. C.B. 24-18 -- An Ordinance authorizing the Mayor to enter into a contract extension with Blevins Asphalt Construction Co., Inc. for the Annual Asphalt Paving Contract for fiscal year 2024-2025 (\$75.05 per ton of asphalt to include tack oil), in the City of Carthage, Missouri.
2. C.B. 24-19 -- An Ordinance authorizing the Mayor to enter into a contract with JKS Construction, Inc. of Girard, Kansas, for a box culvert replacement on Forest Street in the amount of \$135,602.60, in the City of Carthage, Missouri
3. C.B. 24-20 -- An Ordinance authorizing the Mayor to enter into a contract to sell real estate owned by the City of Carthage at Airport Drive and Missouri Avenue to Jaime Olvera for \$35,000.00, in the City of Carthage, Missouri

17. Mayor's Appointments

18. Resolutions

1. Resolution 2030 -- A Resolution to pursue grant funding for construction of a new pool facility, in the City of Carthage, Missouri.
2. Resolution 2031 -- A Resolution of the City of Carthage, Missouri authorizing the Police Department to write and accept a grant from MODOT for the cost of additional traffic details, in the City of Carthage, Missouri.
3. Resolution 2032 -- A Resolution approving the declaration as surplus to the City's needs and authorizing the disposition of certain Public Works Department equipment.
4. Resolution 2033 -- A Resolution of the City Council of the City of Carthage approving a recommendation of the Public Works Committee granting an administrative lot split for property located at the NW corner of George E Phelps Blvd. and S Grand Ave, in the City of Carthage, Missouri.

19. Closing Comments

20. Executive Session

1. **CLOSED SESSION:** ACCORDING TO SECTION 610.021 (1), THE AGENDA INCLUDES THE POSSIBILITY OF A VOTE TO CLOSE PART OF THE MEETING TO DISCUSS LEGAL ACTIONS, CAUSES OF ACTION OR

LITIGATION INVOLVING A PUBLIC GOVERNMENTAL BODY OR ITS REPRESENTATIVES AND ITS ATTORNEYS.

2. **CLOSED SESSION:** ACCORDING TO SECTION 610.021 (2), THE AGENDA INCLUDES THE POSSIBILITY OF A VOTE TO CLOSE PART OF THE MEETING TO DISCUSS LEASING, PURCHASE OR SALE OF REAL ESTATE BY A PUBLIC GOVERNMENTAL BODY WHERE PUBLIC KNOWLEDGE OF THE TRANSACTION MIGHT ADVERSELY AFFECT THE LEGAL CONSIDERATION THEREFOR.

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

February 27, 2024 - 6:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

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

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

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

The following Department Heads were present: Police Chief Bill Hawkins, Fire Chief Ryan Huntley, Parks & Recreation Director Abi Almandinger, IT Administrator Michael Keith, Assistant City Administrator Traci Cox, and City Clerk Miranda Deal.

Mr. Elliff made a motion, seconded by Mr. Armstrong, to approve the minutes of the February 13, 2024, Council Meeting and Closed Session meeting. Motion carried unanimously.

During Citizen's Participation, Neil Adams – 1803 S. Main, asked the Council to consider installing a sidewalk between Catherine and Alison Street to allow residents of St. Lukes nursing home to be able to better access the Church of the Latter-Day Saints on Fairview Avenue.

Jana Schramm, 1521 Grand, addressed the Council about the letter that was received from the Attorney General's office about contracts and other information she requested the City provide. She encouraged everyone to continue filing complaints with the Attorney General's office. She also brought up Nate's schedule and benefits he receives as the City Attorney.

Mr. Elliff reported that the Budget Ways & Means Committee is between meetings with the next meeting date to be determined.

Ms. Blair reported the Committee on Insurance, Audit and Claims met on this day and approved the claims. The committee also discussed the City of Carthage wellness packet. There were only a few changes from the year prior including an incentive pay for those who average 7,000 steps a day, points for receiving age/gender screenings, and updating the City employee golf policy. Ms. Blair made a motion, seconded by Ms. Ensor, to approve the City of Carthage wellness packet. Motion carried. The committee also heard staff reports from Ms. Deal regarding the business licenses. She stated there are about 100 outstanding licenses to be paid. Ms. Cox updated the committee on where the City is at with getting a refund from the prior budgeting and financial software company, Opengov. Ms. Blair made a motion, seconded by Mr. Armstrong, for the City Attorney to send one more letter to Opengov requesting a refund

within 30 days or a lawsuit will be filed. Motion carried. Ms. Cox also reported on interest rates between MOSIP and Community National Bank and her plans to move money from MOSIP to Community National Bank for a better rate. The next meeting will be on March 12 at 5:30

Mr. Elliff reported the Public Safety Committee met this evening and heard from Maria Sanchez about the 4th Annual Hispanic Heritage Celebration. She is requesting the same street closures as in the past from 11 am – 11 pm. Mr. Elliff made a motion, seconded by Mr. Armstrong, to close Lyon Street from 7th to Chestnut and 7th Street from Garrison to Lyon on September 28 from 11 am – 11 pm. Motion carried. They also had 5 police officers sworn in, discussed the LEST grant in Resolution 2028 and the Fire truck lease in Council Bill 24-17. They also heard from Chief Hawkins about a Highway Safety Program with MoDOT, this will have to come to council and will require a change in the personnel policy. Chief Hawkins and Huntley also presented their 5 year capital plans to the committee, these will be forwarded to the budget for further consideration. Due to scheduling conflicts, the next meeting is scheduled for March 25.

Ms. Ensor reported the Public Services Committee met on February 20 with several items to discuss. The owner of Tropix Sno Cones would like permission to operate in various parks during events between March and October. Ms. Ensor made a motion, seconded by Mr. Taylor, to allow Tropix Sno Cones to operating in Central parks between March – October. Ms. Ensor made a motion, seconded by Mr. Elliff, to amend her motion to say operating at the baseball, softball, and soccer fields, as well as Fair Acres during various sports events. Motion carried. The now amended motion of allowing Tropix Sno Cones to operate at the baseball, softball, and soccer fields, as well as Fair Acres between March – October during various sports events carried after a unanimous vote. The committee also heard from Maria Sanchez about the 4th Annual Hispanic Heritage Celebration. Ms. Ensor made a motion, seconded by Ms. Heckmaster, to allow the use of Central Park on September 28 from noon until 11 pm for the celebration. Motion carried. The Farmer's Market in Central Park was also discussed. Ms. Ensor made a motion, seconded by Mr. Taylor, to allow the use of Central Park on Wednesdays and Saturdays from April 6-November 30 from 8 am until 1 pm for the Farmers Market. Motion carried. Ms. Reams with the Chamber was present to discuss the Earth Day celebration. Ms. Ensor, made a motion, seconded by Ms. Heckmaster, to also the use of Central Park on April 20 from 10 am until 2 pm for the Carthage Community Earth Day Celebration. Motion carried. The committee discussed various items that were on the council agenda including a donation for marble slabs for the parks, a monetary donation to Little League in honor of Jerad Housh, an MOU with the School for use of the baseball stadium, Phase 2 of the park restrooms, youth softball contract, and dog park sidewalks. The sponsorship policy was also revised by the committee. The committee also heard bids for the Victorian trash can cages for the parks trash cans. Ms. Ensor made a motion, seconded by Ms. Heckmaster, to approve the bid from Midland Enterprises for up to 20 trash can cages for the amount of \$1,609 each. Motion carried. The committee discussed a reallocation of recreation funds and a budget adjustment for civic enhancement funds to help repair the Kellogg Lake Fountain and do some work on the South Roundabout. These will all be forwarded to the budget committee for approval. They also hear 5 year capital plans from Ms. Almandinger. The next meeting will be a special meeting on February 29 at 4:30.

Mr. Armstrong reported the Public Works Committee is between meetings with the next meeting scheduled for March 5.

Special Committee and Board Liaison Reports were given by Mr. Elliff Planning, Zoning, and Historic Preservation, Ms. Blair for the Humane Society, and Ms. Heckmaster for Vision Carthage.

Mayor Rife reported on the continuing budget process.

During Remarks from Council Members, Ms. Ensor took a few minutes to explain to the audience how committees work. Ms. Heckmaster addressed a comment that came up in the previous budget meeting regarding the CW&EP financials not being received, she was told that they have been sent to the Mayor's email every month. Ms. Cossey addressed the Attorney General's letter and stated that there is a double negative within the letter and last year out of all the cases their office took, there was only one case that had a suit filed. She stated that citizens can't count on the State government to hold the City accountable. She also asked Mr. Dally if he knew what the choice of venue was in the Opengov contract.

City Attorney Nate Dally addressed the Attorney General's letter and stated that their office did not receive the redacted version, the redacted version was what was released for the public to view. He also explained that the CDBG grant for the blighted sidewalks is different than a property being declared blighted so there are a lot of things that didn't have to happen with the sidewalks being blighted. He also stated that he will look at the contract with Opengov to determine what the choice of venue is.

Parks and Recreation Director Abi Almandinger reported that the renovations at the stadium are almost done and she thanked the street department for all of their help. The fields at Fair Acres are being laser leveled and prepared for little league. She also stated that the park bathrooms should be open by the end of the week.

City Administrator Greg Dagnan reported that the Peachtree CID is getting close to functioning properly again and that the City has received payments recently. He also encouraged everyone to follow the City's Facebook page to keep up with all of the good things that are happening in our town. He also reported that all the departments have presented their capital requests to their committees can now enter their items into Cleargov, departments will have access to the operating budget soon.

Mayor Rife addressed the letter received from the Attorney General and stated that they required no further response from the City.

The Committee on Claims filed a report in the amount of \$936,999.98 against the following funds: General Revenue \$80,470.53, Public Health \$164,569.67, Lodging \$12,427.94, Public Safety \$239.20, Parks/Stormwater \$5,115.50, Fire Protection \$28,117.94, Golf \$9,361.97, Capital Improvements \$78,495.55, Myers Park \$8,124.50, Use Tax \$23,304.70, Public Facilities \$2,406.00, ARPA \$2,559.98, and Payroll \$521,806.50. Ms. Blair made a motion, seconded by Mr. Taylor, to accept the report and allow the claims. Motion carried.

Under Old Business, C.B. 24-06 -- An Ordinance authorizing the Mayor to enter into a contract with Sprouls Construction, Inc. of Lamar, Missouri, for a box culvert replacement on West Chestnut in the amount of \$231,476.70, in the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Mark Elliff, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 24-08.

C.B. 24-07 -- An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Zanevan Engineering, LLC for construction inspection services on the I-49 Interchange Project, in the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Mark Elliff, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 24-09.

C.B. 24-08 -- An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Zanevan Engineering, LLC for construction inspection services on the 3rd Street Bridge Project, in the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Mark Elliff, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 24-10.

C.B. 24-09 -- An Ordinance amending the Annual Operating and Capital Budget of the City of Carthage for Fiscal Year 2023 - 2024 for specified funds (General Fund, Fire Protection Tax Fund, Use Tax Fund and Public Safety Fund) was placed on second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Mark Elliff, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 24-11.

C.B. 24-10 -- An Ordinance authorizing the Mayor to enter into a contract with 360 Fire Protection in the amount of \$10,687.25 for updating the fire system at City Hall, in the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Mark Elliff, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 24-12.

C.B. 24-11 -- An Ordinance authorizing the Mayor to execute a contract between the City of Carthage and MODOT for installation and maintenance of lighting on HH Highway in the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Mark Elliff, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 24-13.

Under New Business, C.B. 24-13 -- An Emergency Ordinance authorizing the Mayor to enter into an Agreement with the Carthage R-9 School System granting the School System the privilege to utilize the Carl Lewton Stadium from February 15, 2024 to May 31, 2024, for the Carthage R-9 baseball program and to be considered an emergency ordinance due to unforeseen circumstances which delay could hinder the effective delivery of municipal services was placed on first reading.

Ms. Ensor made a motion, seconded by Mr. Armstrong, to advance CB 24-13 to second reading due to its emergency status. Motion carried.

C.B. 24-13 -- An Emergency Ordinance authorizing the Mayor to enter into an Agreement with the Carthage R-9 School System granting the School System the privilege to utilize the Carl Lewton Stadium from February 15, 2024 to May 31, 2024, for the Carthage R-9 baseball program and to be considered an emergency ordinance due to unforeseen circumstances which delay could hinder the effective delivery of municipal services was placed on second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor,

David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Mark Elliff, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 24-14.

C.B. 24-14 -- An Ordinance authorizing the Mayor to enter into a contract with Elements Construction Concepts of Joplin, Missouri for Restroom Facilities for City Parks -- Phase 2 for the amount of Two Hundred Thirty Thousand Three Hundred Forty Dollars and 00/100 (\$230,340.00), in the City of Carthage, Missouri was placed on first reading with no action taken.

C.B. 24-15 -- An Ordinance authorizing the Mayor to enter into a contract with Elements Construction Concepts of Joplin, Missouri for Dog Park Sidewalks at Municipal Park for the amount of Forty-Three Thousand Four Hundred Sixty Dollars and 00/100 (\$43,460.00), in the City of Carthage, Missouri was placed on first reading with no action taken.

C.B. 24-16 -- An Ordinance authorizing the Mayor to enter into an Agreement with Carthage Youth Softball League for non-exclusive use of the softball fields at Fair Acres Sports Complex during the summer of 2024, in the City of Carthage, Missouri was placed on first reading with no action taken.

C.B. 24-17 -- An Ordinance authorizing the Mayor to execute a Lease Purchase Agreement with Bank of America for a Ferrara Heavy Duty Fire Engine, in the City of Carthage, Missouri was placed on first reading with no action taken.

Mr. Armstrong made a motion, seconded by Mr. Elliff, to approve Resolution 2026 -- A Resolution providing for the formal acceptance of a donation to the City of Carthage's Parks & Recreation Department by the City Council of the City of Carthage, Missouri pursuant to City Policy. Resolution 2026 was adopted after a roll call vote of 8 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Mark Elliff, and Tiffany Cossey.

Ms. Ensor made a motion, seconded by Mr. Elliff, to approve Resolution 2027 -- A Resolution providing for the formal acceptance of a donation to the City of Carthage's Parks & Recreation Department by the City Council of the City of Carthage, Missouri pursuant to City Policy. Resolution 2027 was adopted after a roll call vote of 8 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Mark Elliff, and Tiffany Cossey.

Mr. Elliff made a motion, seconded by Mr. Taylor, to approve Resolution 2028 -- A Resolution providing for the formal acceptance of a donation to the City of Carthage's Police Department by the City Council of the City of Carthage, Missouri pursuant to City Policy. Resolution 2028 was adopted after a roll call vote of 8 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Mark Elliff, and Tiffany Cossey.

Mr. Armstrong made a motion, seconded by Mr. Taylor, to approve Resolution 2029 -- A Resolution of the City of Carthage, Missouri, confirming the Planning and Zoning declaration of the "Walk This Way" sidewalks as blighted, in the City of Carthage, Missouri. Resolution 2029 was adopted after a roll call vote of 8 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Mark Elliff, and Tiffany Cossey.

During closing comments, Ms. Cossey reminded everyone of the upcoming election and informed everyone they can vote early or vote absentee with an approved reason. Ms. Ensor stated that the temperature would be dropping 60 degrees that evening. Mr. Taylor thanked everyone who attended the swap meet at Memorial Hall, he encouraged everyone to attend the next one on March 23. Ms. Blair encouraged everyone to attend all of the great events that are coming up.

Ms. Heckmaster made a motion, seconded by Mr. Armstrong, to close the meeting according to Section 610.021 (2) the Agenda includes the possibility of a vote to close part of the meeting to discuss leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor, and according to section 610.021 (12), the agenda includes the possibility of a vote to close part of the meeting to discuss sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected followed by a roll call vote of 8 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Mark Elliff and Tiffany Cossey. Motion carried at 7:26 p.m.

There was a short recess before the closed session started. Council went into closed session at 7:33 p.m.

CLOSED SESSION

Mr. Elliff made a motion, seconded by Ms. Ensor, to return to the regular session of the Council Meeting at 8:16 p.m. followed by a roll call vote of 8 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Mark Elliff, and Tiffany Cossey. Motion carried.

Mr. Elliff made a motion, seconded by Mr. Armstrong, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 8:17 p.m.

**CLOSED SESSION
MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
February 27, 2024**

The Carthage City Council met in closed session on the above date in City Hall Council Chambers at 6:30 p.m. with Mayor Dan Rife presiding.

Ms. Heckmaster made a motion, seconded by Mr. Armstrong, to close the meeting according to Section 610.021 (2) the Agenda includes the possibility of a vote to close part of the meeting to discuss leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor, AND according to section 610.021 (12), the agenda includes the possibility of a vote to close part of the meeting to discuss sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected followed by a roll call vote of 8 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Mark Elliff and Tiffany Cossey. Motion carried at 7:26 p.m.

There was a short recess before the closed session started. Council went into closed session at 7:33 p.m.

The following Council Members answered roll call: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Mark Elliff, and Tiffany Cossey.

City Administrator Greg Dagnan, City Attorney Nate Dally, IT Administrator Michael Keith, Assistant City Administrator Traci Cox, and City Clerk Miranda Deal were also present.

Mr. Dally again spoke to the Council about a piece of property that Carthage Water and Electric would like to purchase.

****Redacted information according to RSMo 610.021 (2)

[REDACTED]

[REDACTED]

Jeff Meredith and Jeff Williams with the CEDC joined the meeting for the second portion of the closed session.

Mr. Meredith presented to the Council about a potential new project that could be coming to Carthage. If the project does get awarded to Carthage, other items will have to come back to City Council for their approval before moving forward.

****Redacted information according to RSMo 610.021 (12)

[REDACTED]

Mr. Elliff made a motion, seconded by Ms. Ensor, to return to the regular session of the Council Meeting at 8:16 p.m. followed by a roll call vote of 8 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Mark Elliff, and Tiffany Cossey. Motion carried.

Respectfully submitted,

Miranda Deal
City Clerk



City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

February 27, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

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

OTHER COUNCIL MEMBERS: Mayor Dan Rife, Mark Elliff

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

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

2. Old Business

1. Approval of February 13, 2024 Minutes

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

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

2. Review & Approval of the Claims Report

ACTION: Motion to accept/approve item 2.2. by Christopher Taylor
Motion passed with a 4:0

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

3. Citizens Participation

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

4. New Business

1. Consider and Discuss City of Carthage Wellness Packet

Mr. Miller updated the committee on the changes within the wellness packet. One big change was the addition of a \$20 incentive pay for those who average 7,000 steps per day. This goes along with the incentive for those who attend the gym at least 12 times a month, it was a way to get those who don't have a gym membership more involved and rewarded. Employees can only choose one incentive, they cannot claim the gym and the step incentive in the same month. He also mentioned that the age/gender screening was added and the employee

golf policy was updated. There was also a change in the success stories featured in the packet.

ACTION: Motion to accept/approve the wellness packet item 4.1. by Terri Heckmaster

Motion passed with a 4:0

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

2. Staff Reports

Ms. Deal gave an update on business licenses and stated there are roughly 100 outstanding licenses. Letters will be sent out to those who have not filed for their 2024 license.

Ms. Cox gave an update on the status with Opengov and the refund of the contract. She stated that Nate had sent them a letter requesting a refund. She also gave an update on how working with Cleargov is going. She also let the committee know that she is looking at transferring some money from MOSIP to Community National Bank for the City and the Public Library. MOSIP no longer has a one-year CD rate and Community National Bank has a one-year 5.25% APY CD right now. She will be going to the next Library Board meeting and discussing these financials with them as well.

5. Adjournment

ACTION: Motion to adjourn at 6:10 p.m. by Terri Heckmaster
Motion passed with a 4:0

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



February 27, 2024 - 4:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. Call to Order

2. Old Business

1. Approval of 1-22-24 Minutes

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 Annual Hispanic Heritage Celebration - Maria Sanchez

4. New Business

1. Swearing in of Carthage Police Officers
2. Consider and discuss LEST Donation Resolution
3. Consider and discuss Highway Safety Program with MODOT
4. Consider and discuss 2024 Ferrara Lease Payment - Chief Huntley
5. 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

February 27, 2024 - 4:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

2. Old Business

1. Approval of 1-22-24 Minutes

Councilwomen Blankenship made a motion to approve the minutes from the 1-22-24 meeting. 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 Annual Hispanic Heritage Celebration - Maria Sanchez
Maria spoke with the committee on Hispanic Heritage Celebration on September 28th. She is requesting 7th Street and Lyon Street (same as FTF) be closed for the Hispanic Heritage Celebration at Central Park. They will be having bands performing and multi-cultural dancers performing throughout the day from 12PM to 11PM. They will also have food trucks, a car show, and other local businesses present at the event. Hispanic Connections is requesting the closure of 7th Street and Lyon to be closed at 11AM to 11PM. Councilwomen Cossey made a motion to close Lyon from 7th to Chestnut and 7th from S Grand to Lyon on September 28th from 11AM-11PM for the 4th Annual Hispanic Heritage Celebration in Central Park. An amendment was made to the motion to change the street closures to Lyon from 7th to Chestnut and 7th from Garrison to Lyon. Motion passed.

4. New Business

1. Swearing in of Carthage Police Officers
Swearing in of new Carthage Police Officers. No motion was needed.
2. Consider and discuss LEST Donation Resolution
Chief Hawkins presented the LEST (Law Enforcement Sales Tax) Grant information. This donation is in the amount of \$44,073.00 from the LEST Grant board for ODET Fees, MDT's with docking stations and mounting, FTO software, First Two software, and gun lights for the police department. Councilwomen

Blankenship made a motion to forward Resolution No 2028 to the full council.
Motion passed.

3. Consider and discuss Highway Safety Program with MODOT
Chief Hawkins explained the Highway Safety Program with MODOT to the committee. When a detail is worked with MODOT the employees are paid double time. This reimbursement sent back to City Hall and put in the General Revenue account. Councilwomen Blankenship made a motion to forward on to full council and a change in the personnel policy, which will go to Audits and Claims Committee. Once approved and changes made, there will be a resolution made. Motion approved.
4. Consider and discuss 2024 Ferrara Lease Payment - Chief Huntley
Chief Huntley and Traci Cox spoke with the committee on the Lease Purchase Agreement. They are requesting to accept the 3.89% bid from Bank of America. This was the lowest bid received. This bid is good through the end of April. If the truck is not received by this date, the Lease Purchase Agreement will go back out for bid. Councilwomen Cossey made a motion to forward on to full council.
5. Staff Reports

Fire Department

Chief Huntley updated the committee on the baby box project.
Chief Huntley presented his five-year capital plan

Police Department

Chief Hawkins presented his capital plan

The next meeting has been changed to Monday, March 25th at 5:30pm.

5. Adjournment

Councilwomen Blankenship made a motion to adjourn.



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

February 29, 2024 - 4:30 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 Angie Judd at the Parks & Recreation office at 417-237-7035, or email a.judd@carthagemo.gov.)
- 4. New Business**
 1. Consider and Discuss Water's Edge Pool Concept.
- 5. Staff Reports**
- 6. Other Business**
 1. **CLOSED SESSION:** ACCORDING TO SECTION 610.021 (2), THE AGENDA INCLUDES THE POSSIBILITY OF A VOTE TO CLOSE PART OF THE MEETING TO DISCUSS LEASING, PURCHASE OR SALE OF REAL ESTATE BY A PUBLIC GOVERNMENTAL BODY WHERE PUBLIC KNOWLEDGE OF THE TRANSACTION MIGHT ADVERSELY AFFECT THE LEGAL CONSIDERATION THEREFOR.
- 7. Adjournment**

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



City of Carthage, Missouri

PUBLIC SERVICES COMMITTEE

February 29, 2024 - 4:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

2. Old Business

1. Approval of Previous Minutes.

ACTION: Motion to accept/approve item 2.1. by Trudy Blankenship;
second by None;

Motion with a 4:0

AYES: Brandi Ensor, Trudy Blankenship, Terri Heckmaster, Jeff
Hole

NOES: None

ABSTAIN: None

3. Citizen Participation

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

4. New Business

1. Consider and Discuss Water's Edge Pool Concept.

Ms. Almandinger introduced Lauren Ozburn with Water's Edge. Ms. Ozburn provided a historical background on the pool, noting its construction in 1934 and a subsequent renovation in 1987. She emphasized that the facility has reached the end of its expected lifespan and described its current condition as poor. Key issues highlighted include ongoing water loss due to leaks, deterioration of the pool basin with unsound areas, lack of modern amenities, and an outdated bathhouse facility.

Ms. Ozburn presented the findings of the recent online survey conducted from January 17th to February 5th. A total of 1,361 responses were received, which exceeded expectations. Of note, approximately 51% of respondents indicated that the current facility lacks amenities, 27.4% expressed dissatisfaction with its maintenance, 21.89% reported that it does not meet their household needs, and 20.54% stated they use facilities outside of Carthage. Overall satisfaction with the current facility was rated as

average to poor. Notably, 91% of respondents expressed support for the development of a new outdoor aquatic center when asked.

Ms. Ozburn shared insights from the survey regarding amenities preferences. Respondents were asked to select small, medium, large, and support amenities of interest for their households. Of the small amenities listed, 76% indicated toddler features and 52% indicated a climbing wall were of interest. Regarding medium amenities, 88% expressed interest in waterslide(s) and 61% marked their interest in a youth play structure. When surveyed about large amenities, 88% selected a lazy river/current channel and 61% indicated zero-depth/beach entry as of interest. In terms of support amenities, 89% of respondents were interested in shade, and 67% indicated that lounge/deck chairs were of interest.

Ms. Ozburn highlighted insights gathered from the survey regarding household program preferences. Respondents were asked to indicate programs of interest to their households. The top responses were birthday or private parties at 60%, recreational swimming at 52%, and swim lessons at 43%. Additionally, Ms. Ozburn emphasized that respondents underscored the importance of incorporating fun features and amenities into the planning of a new aquatic center.

Ms. Ozburn presented two concepts for a new aquatic center facility. Each had different amenities with differing price ranges. After multiple discussions among committee members, it was decided to move forward with Waters Edge in designing a pool concept not exceeding a cost of \$15.5 million.

Ms. Blankenship made a motion to forward on to City Council for permission to pursue a pool concept plan not to exceed a cost of \$15.5 million.

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

5. Staff Reports

6. Other Business

1. **CLOSED SESSION:** ACCORDING TO SECTION 610.021 (2), THE AGENDA INCLUDES THE POSSIBILITY OF A VOTE TO CLOSE PART OF THE MEETING TO DISCUSS LEASING, PURCHASE OR SALE OF REAL ESTATE BY A PUBLIC GOVERNMENTAL BODY WHERE PUBLIC KNOWLEDGE OF THE TRANSACTION MIGHT ADVERSELY AFFECT THE LEGAL CONSIDERATION THEREFOR.

Ms. Heckmaster made a motioned to close the meeting according to Section 610.021 (2) the Agenda includes the possibility of a vote to close part of the meeting to discuss leasing, purchase or sale of real estate by a public

governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor, followed by a roll call vote of 4 yeas and no nays. Ayes: Brandi Ensor, Trudy Blankenship, Terri Heckmaster, Jeff Hole. Motion carried at 5:43p.m.

ACTION: Motion to enter closed session item 6.1. by Terri Heckmaster; second by None;
Motion with a 4:0

AYES: Brandi Ensor, Trudy Blankenship, Terri Heckmaster, Jeff Hole

NOES: None

ABSTAIN: None

2. RETURN FROM CLOSED SESSION

Mr. Hole made a motion to return to the regular session of the Council Meeting at 6:45p.m.

ACTION: Motion to return from closed session item 6.2. by Jeff Hole; second by None;
Motion passed with a 4:0

AYES: Brandi Ensor, Trudy Blankenship, Terri Heckmaster, Jeff Hole

NOES: None

ABSTAIN: None

7. Adjournment

ACTION: Motion to adjourn item 7. by Terri Heckmaster; second by None;
Motion with a 4:0

AYES: Brandi Ensor, Trudy Blankenship, Terri Heckmaster, Jeff Hole

NOES: None

ABSTAIN: None

--NOTICE OF MEETING--
PUBLIC WORKS COMMITTEE

March 5, 2024

5:30 PM

CITY HALL

326 GRANT STREET

COUNCIL CHAMBERS

-- AGENDA--

OLD BUSINESS

1. **Consideration and approval of minutes from previous meeting**

CITIZENS PARTICIPATION

NEW BUSINESS

- **Discuss and accept bid from JKS Construction for Forest St. Culvert Replacement**
- **Consider contract extension with Blevins Asphalt for Fiscal Year 2024-2025**
- **Surplus 2008 Chevy Impala VIN#2G1WB55K289212002**
- **Discuss proposed lot split at 2535 Grand Ave for Commercial Business**

OTHER BUSINESS

- **Consider and Discuss Solid Waste Contract**

STAFF REPORTS

- Zeb Carney & Greg Dagnan

ADJOURNMENT

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

POSTED: 03/01/2024

BY: Rachel Sutherland

ADMINISTRATIVE SUBDIVISION APPLICATION

"America's Maple Leaf City"



Date: _____

Filing Fee: \$200.00

Property Location: NW Corner W George E Phelps Blvd. and S. Grand Ave.

Name of Subdivision: Forest Park

(if applicable)

☐ Re-Plat

☐ Lot Line Adjustment

☒ Lot Division

☐ Lot Combination

☐ Other: _____

Existing Zoning Classification: _____

Property Owner's Name Forest Park Baptist Church

Tele: 417-623-4606

Mailing Address: 2535 Grand Ave., Carthage

State: MO

Zip: 64836

Email: info@forestpark.tv

Fax: _____

Applicant: Recor Properties, LLC

Tele: _____

Mailing Address: 5925 Beverly Ave., Mission

State: KS

Zip: 666202

Email: bhaverty@recorproperties.com

Fax: _____

Engineer's name: SM Engineering

Tele: 785-341-9747

Mailing Address: 1310 Westloop Pl., Suite A, #345, Manhattan

State: KS

Zip: 66502

Email: smcivilengr@gmail.com

Fax: _____

Surveyor's name: Boundary & Consruction Surveying, Inc.

Tele: 816-554-9798

Mailing Address: 821 NE Columbus St., Site 100, Lee's Summit

State: MO

Zip: 64063

Email: justin@boundarysurvey.net

Fax: _____

Legal Description: See attached sheet

The following shall be submitted with this application:

☐ Filing Fee: \$200.00

☐ **Re-Plat**

- ☐ Location of lots, streets and alleys
- ☐ Location of building lines on front and side streets
- ☐ Location of any right-of-ways and easements
- ☐ Location of any existing structures, fences, walls, etc.
- ☐ North indicator, date of preparation and written scale

☐ **Lot Split Survey (Lot Line Adjustment, Lot Division, Lot Combination)**

- ☐ Property boundaries of the existing site
- ☐ North indicator, date of preparation and written scale
- ☐ Parcel boundaries of proposed parcels to be created and the net area
- ☐ Location of existing streets and rights-of-way with all dimensions
- ☐ Location of existing structures, fences, walls, etc.
- ☐ Title search of parcel to be split

☐ Certificates required for the recording of the survey plat with the Jasper County Recorder's Office

☐ Any additional pertinent information as required by the staff, such as copies of current covenants, conditions and restrictions, in the case of land splits in recorded subdivisions.

Owner's Signature



Applicant's Signature

Return form to: Public Works Department

Office Use Only: Date Received: _____

Filing Fee: ☐ Yes

Date for City Staff Review: _____ Public Works Committee Review Date: _____

City Council Dates: _____

ALL OF A TRACT OF LAND IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 16, TOWNSHIP 28, RANGE 31, IN THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE SOUTH ALONG THE EAST LINE OF THE SAID SOUTHEAST QUARTER 829.66 FEET; THENCE NORTH 88 DEGREES 33 MINUTES 39 SECONDS WEST, 50.00 FEET TO THE WEST RIGHT OF WAY LINE OF S. GRAND AVENUE, AS NOW ESTABLISHED; THENCE SOUTH 01 DEGREES 26 MINUTES 21 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, 243.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01 DEGREES 26 MINUTES 21 SECONDS WEST, 156.34 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF W. GEORGE E. PHELPS BLVD, AS NOW ESTABLISHED; THENCE NORTH 88 DEGREES 33 MINUTES 39 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, 288.17 FEET; THENCE NORTH 01 DEGREES 26 MINUTES 21 SECONDS EAST, 156.34 FEET; THENCE SOUTH 88 DEGREES 33 MINUTES 39 SECONDS EAST, 288.17 FEET TO THE POINT OF BEGINNING. CONTAINING 1.03 ACRES, MORE OR LESS. PREPARED FEBRUARY 23, 2024 BY ROGER A. BACKUES, PLS-2134.

ALL OF A TRACT OF LAND IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 16, TOWNSHIP 28, RANGE 31, IN THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE SOUTH ALONG THE EAST LINE OF THE SAID SOUTHEAST QUARTER 829.66 FEET; THENCE NORTH 88 DEGREES 33 MINUTES 39 SECONDS WEST, 50.00 FEET TO THE WEST RIGHT OF WAY LINE OF S. GRAND AVENUE, AS NOW ESTABLISHED ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 26 MINUTES 21 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, 220.66 FEET; THENCE NORTH 88 DEGREES 33 MINUTES 39 SECONDS WEST, 288.17 FEET; THENCE SOUTH 01 DEGREES 26 MINUTES 21 SECONDS WEST, 156.34 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF W. GEORGE E. PHELPS BLVD, AS NOW ESTABLISHED; THENCE NORTH 88 DEGREES 33 MINUTES 39 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, 406.83 FEET; THENCE NORTH 01 DEGREES 26 MINUTES 21 SECONDS EAST, 400.00 FEET; THENCE SOUTH 88 DEGREES 33 MINUTES 39 SECONDS EAST, 695.00 FEET TO THE POINT OF BEGINNING. CONTAINING 5.35 ACRES, MORE OR LESS. PREPARED FEBRUARY 23, 2024 BY ROGER A. BACKUES, PLS-2134.

PUBLIC WORKS COMMITTEE

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

"America's Maple Leaf City"



3-05-2024 PUBLIC WORKS COMMITTEE MEETING MINUTES

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

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

Citizen Present: Mark Elliff.

Brandi Ensor called the Public Works Committee meeting to order at 5:30 p.m.

Chris Taylor made a motion to accept the minutes from the February 6, 2024, Committee meeting. All ayes, motion passed.

New Business:

1. Discussion and consideration of bid from JKS Construction for Forest St. Culvert repair. This would be the first time the City has used this company, which comes highly recommended. Robin Blair made a motion to accept the bid of \$136,602.60 and send it to the Council. All yes, motion carried.
2. Discussion of the Blevins Contract renewal, and new price increase from \$68.00 per ton to \$75.05 per ton. This is the first increase in several years. Chris Taylor made a motion to accept the contract and send to Council. All Ayes, motion carried.
3. Discussion to surplus 2008 Chevy Impala, the last one that the City owned. Chris Taylor made a motion to send to Council for a Resolution. All yes, motion carried.
4. Discuss proposed lot split at 2535 Grand Ave, Forest Park Church. All paperwork has been submitted and it meets all requirements for split. Robin Blair made a motion to accept/approve and send to Council for a Bill. All yes, motion carried.

Other Business:

1. The solid waste contract with Republic Services is coming up for renewal. We have the option of an automatic renewal for 5 years with Republic, or requesting bids for new service, which can take 4 months. It can be a very large, task to change companies and it is unlikely that we would get a better deal or service with another company. Greg and Zeb will meet with Republic in July to negotiate a contract extension.

Staff Reports:

Zeb reported on the following:

- The Public Works Department has purchased a new truck.
- Zeb has entered his 5-year Capital Budget into Clear Gov and found it very user friendly.
- We had a 25-year agreement with Crosslines for use of a portion of their parking area. This agreement has expired, leaving us with a lack of sufficient parking spots. The Street Department got to work and poured concrete, adding three additional parking spaces.
- The Street Department guys have done an excellent job with The Rock Stadium improvements.
- G3 has officially opened, and it is an amazing complex.
- Terron Roland is the new inspector for Public Works. He is doing a great job and is fitting right in with the rest of the team.

- The Sidewalk on River is nearing completion. We hope to apply for and receive a 2024 TAP Sidewalk Grant to continue River St from Fairview to Southern Hills. We are on Phase 8 of 10 and anticipate this to be an 18-month project.
- Since hiring Wyatt Hettinger, the number of violations being cited has more than tripled. Shaun and Wyatt have split the City into two areas, with each of them being responsible for one area.

Greg reported on the following:

- Since Shaun and Wyatt have increased the Citations the nuisance complaints received at City Hall have stopped.
- Attempted negotiations with Open Gov. about the cancellation of our contract with them have not met with any resolution, therefore Nate will be filing a suit against the company.
- Greg will be on vacation for the next Public Works meeting.
- The City has a contract to sell the Land north of Myers Park.
- The Laundromat that was to be built on the former Myers Park land had failed to break ground within the 1-year agreement. They have not submitted plans to their bank and are still seeking financing for the project. The City is sending a letter that they will have until April 30th to uphold the agreement to start the project, or at that time The City will buy back the property. A developer has purchased a portion of the land and plans to build housing.
- Peachtree Development is expanding and the businesses there are doing very well. Greg took a tour of the new Quadplexes and reports that they are very nice and renting out very quickly. Justin Holzwarth will be starting on 3-bedroom units.
- Greg has been in contact with Law Firm Gilmore & Bell regarding the CID at Peachtree, they advised that all the tax money should be going to The City to be put back into improvements in that area. Greg is working on a Petition to get all the businesses at Peachtree to sign to revamp the CID.
- State Representative, Jill Carter, called asking how she can help with the condition of and need for repairs on bridges in Carthage. Federal Grant would not help, because it would only work on 1 bridge and would still leave a very large amount of money needed. The Railroad owns the bridges but is not obligated to fix the bridges. Greg has calls in to the Attorney to see if anything can be done.

Robin Blair made a motion to adjourn the meeting at 6:19. p.m. All Ayes, motion carried.



City of Carthage, Missouri **BUDGET WAYS & MEANS COMMITTEE**

March 6, 2024 - 12:00 PM
VIA ZOOM VIDEO CONFERENCE

AGENDA

City of Carthage is inviting you to a scheduled Zoom meeting.

Topic: Special Budget Ways & Means Meeting

Time: Mar 6, 2024 12:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/89679106981?pwd=S3dqUW1MKy90d2M2U1NvR1dudXpnQT09>

Meeting ID: 896 7910 6981

Passcode: 938571

One tap mobile

+16469313860,,89679106981#,,,,*938571# US

+13017158592,,89679106981#,,,,*938571# US (Washington DC)

Dial by your location

- +1 646 931 3860 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US

- +1 669 444 9171 US
- +1 669 900 9128 US (San Jose)

Meeting ID: 896 7910 6981

Passcode: 938571

Find your local number: <https://us02web.zoom.us/j/89679106981>

- 1. Call to Order**
- 2. Old Business**
 1. Approval of February 12, 2024 Minutes
- 3. Citizens Participation**

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)
- 4. New Business**
 1. Staff Reports
- 5. Other Business**
 1. **CLOSED SESSION:** ACCORDING TO SECTION 610.021 (2), THE AGENDA INCLUDES THE POSSIBILITY OF A VOTE TO CLOSE PART OF THE MEETING TO DISCUSS LEASING, PURCHASE OR SALE OF REAL ESTATE BY A PUBLIC GOVERNMENTAL BODY WHERE PUBLIC KNOWLEDGE OF THE TRANSACTION MIGHT ADVERSELY AFFECT THE LEGAL CONSIDERATION THEREFOR.
- 6. Adjournment**

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



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

March 12, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of February 27, 2024 Minutes
 2. Review & Approval of the Claims Report
- 3. Citizens Participation**

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)
- 4. New Business**
 1. Staff Reports
- 5. Adjournment**

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

**McCune Brooks Regional Hospital Trust
Regular Meeting of the Board of Trustees
February 28, 2024
2:00 p.m.
Schmidt Associates Conference Room
1105 Industrial Drive, Carthage, MO.**

Agenda

- | | | |
|------|--|--------------|
| I. | Call to Order | Ron Petersen |
| II. | Approval of November 29 th , 2023 Minutes | Ron Petersen |
| III. | Financial Statement Report & Review | Stan Schmidt |
| IV. | Review of Grant Applications | Ron Petersen |
| V. | Next meeting date | Ron Petersen |
| VI. | Adjournment | Ron Petersen |



AGENDA

Planning, Zoning, and Historic Preservation Commission
Monday, March 4, 2024 5:30 pm
City Hall Chambers
326 Grant St. / Carthage MO 64836

Call to Order

Minutes of Previous Meeting Monday, February 5, 2024

Public Hearing

**NOTICE:
MEETING IS CANCELED**

New Business

Old Business

Next Meeting:

Adjourn

Commission Members

Voting Members:	Chairman	Jim Hunter	1514 S River	417-850-5355
	Vice Chairman	Jim Swatsenbarg	601 Howard	417-358-1690
	Secretary	Joshua Anderson	1205 S Main	417-793-2196
	Member	Alan Bull	614 E Centennial	417-388-2309
	Member	Bill Barksdale	1314 S Garrison	417-388-2464
	Member	Robin Harrison	721 E 10th	417-483-8835
	Member	Matt Smith	1022 E Chestnut	417-437-2281

Non-Voting Members:	Mayor	Dan Rife	City Hall	417-237-7003
	City Administrator	Greg Dagnan	City Hall	417-237-7003
	Asst. City Administrator	Traci Cox	City Hall	417-237-7003
	Councilmember	Mark Elliff	1511 Grand Ave	417-359-3662

Staff:	Public Works Director	Zeb Carney	Public Works Department	417-237-7010
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City of Carthage, Missouri

TREE BOARD

March 5, 2024 - 4:30 PM
Parks & Recreation Office
521 Robert Ellis Young Drive
Carthage, MO 64836

AGENDA

1. Old Business

1. Consider and Approve Minutes from Previous Meeting.

2. Citizens Participation

(Citizens wishing to address the Board 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 the Parks & Recreation office at 417-237-7035.)

3. New Business

1. Consider and Discuss Carthage Community Earth Day.
2. Consider and Discuss Tree Board Member.

4. Staff Reports

5. Other Business

6. Adjournment

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

CARTHAGE PUBLIC LIBRARY BOARD OF TRUSTEES

Tuesday, March 12, 2024 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

Fine Free Presentation

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

Discussion/Approval to move investments to
Community National Bank

Payment of Bills

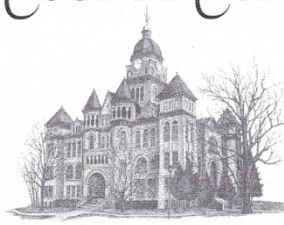
Adjournment

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Daricus K. Adams
Western District Commissioner

JASPER COUNTY COMMISSION



302 S. Main ST
Carthage, MO 64836

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

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

COMMISSION AGENDA
MARCH 12, 2024
9:00 A.M.
JASPER COUNTY COURTHOUSE ROOM 101

1. CALL TO ORDER
 - PRAYER
 - PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
4. PRESENTATIONS
5. REPORTS AND COMMUNICATIONS
6. ELECTED OFFICIALS/CITIZENS REQUESTS
 - **Jasper County Clerk-Present 2023 Jasper County Financial Statement**
 - **Jasper County Assessor-Surplus Vehicle**
 - **Jasper County Highway-Surplus Road Barn Equipment**
7. COMMISSIONERS' REPORTS
8. UNFINISHED BUSINESS
9. NEW BUSINESS
10. PUBLIC HEARINGS

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

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

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

NOTICE POSTED MARCH 8, 2024 AT 4:00 P.M.

(RSMO 610.020)

USE TAX REPORT (UNAUDITED)

For the Month of:

March

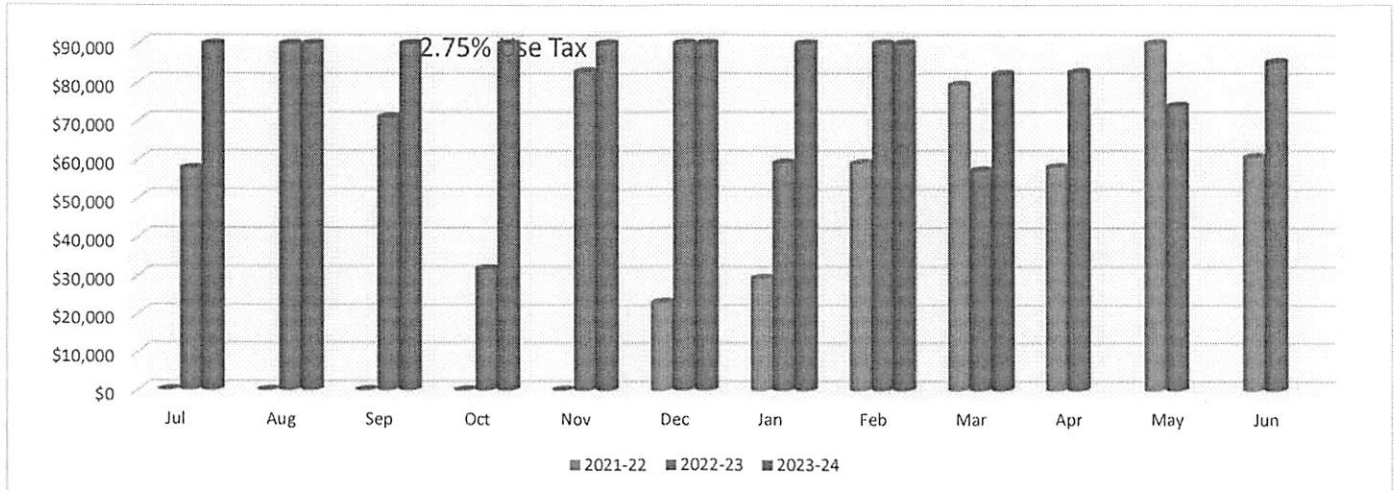
FY 2023-24

2.75% Use Tax

9

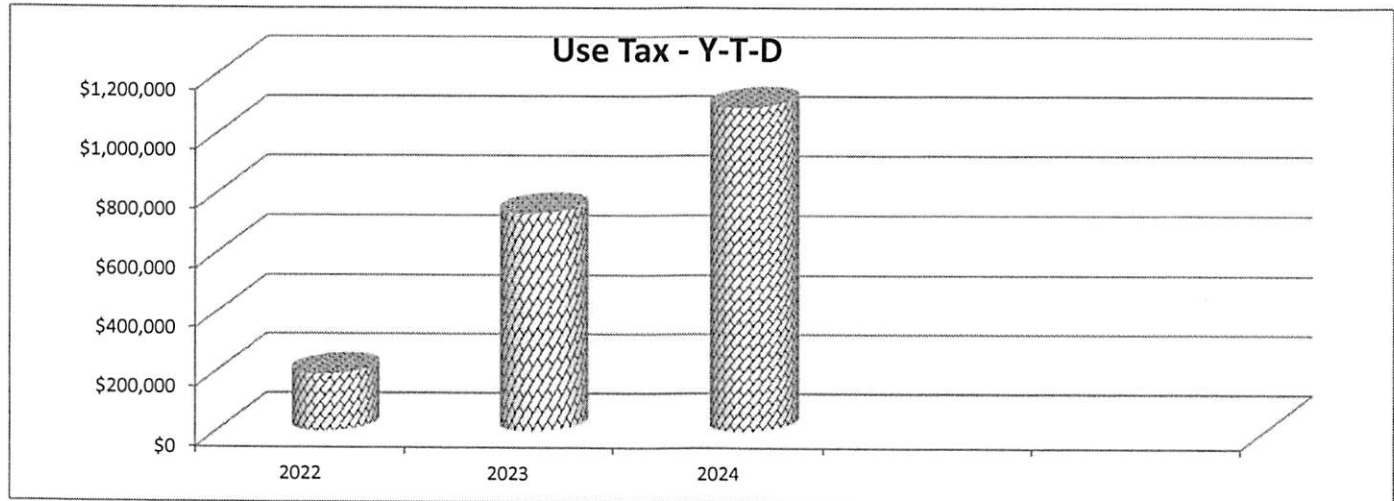
Current Month:	\$ 82,083.99	Anticipated:	\$ 95,354.92	% Difference	-13.92%
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	FY 2022	FY 2023	FY 2024
Current Month	\$ 79,241.81	\$ 57,142.79	\$ 82,083.99
% Change		-27.89%	43.65%
\$Change		<u>-\$ 22,099.02</u>	<u>\$ 24,941.20</u>



Year-To-Date:	\$ 1,088,919.74	Budgeted:	\$ 953,975.00	% Difference	-14.15%
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	FY 2022	FY 2023	FY 2024
Y-T-D	\$ 190,779.34	\$ 732,709.83	\$ 1,088,919.74
% Change			48.62%
\$Change		\$ 541,930.49	\$ 356,209.91



Comments:

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

SALES TAX REPORT (UNAUDITED)

For the Month of:

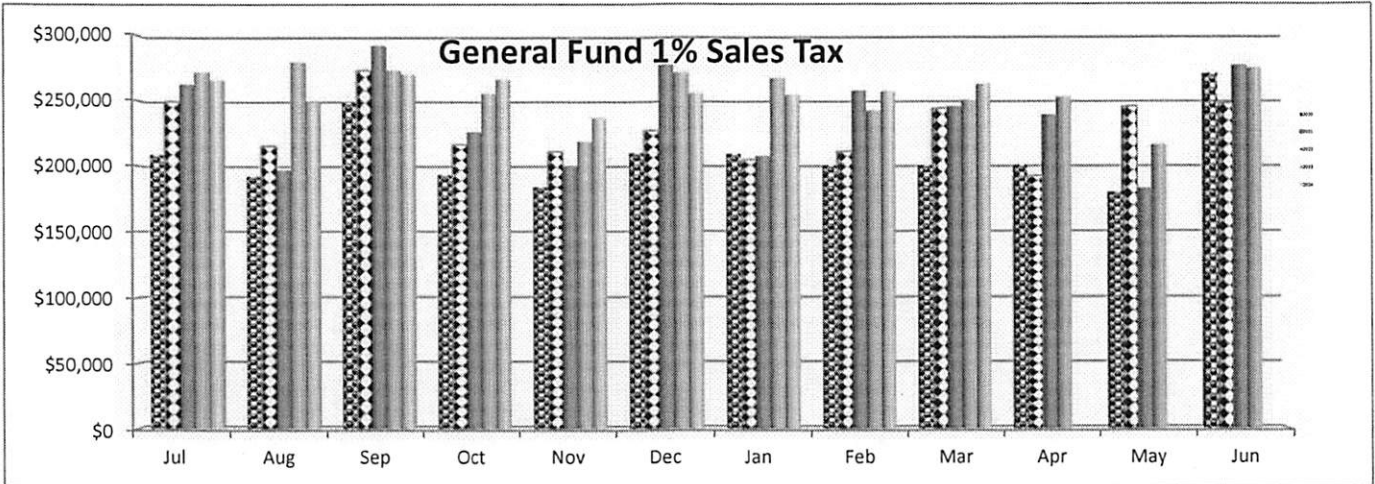
MARCH

FY 2023-24

City's 1% General Fund Sales Tax

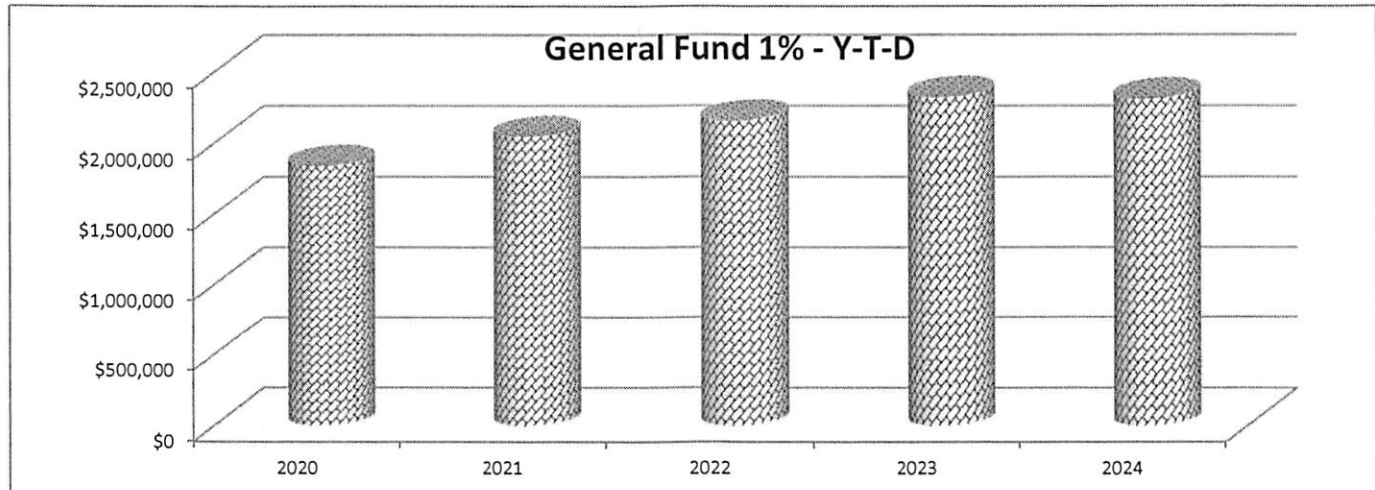
Current Month: \$ 261,727.03	Anticipated: \$ 252,022.20	% Difference 3.85%
-------------------------------------	-----------------------------------	---------------------------

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Current Month	\$ 199,681.55	\$ 243,082.09	\$ 244,614.29	\$ 249,546.00	\$ 261,727.03
% Change		21.73%	0.63%	2.02%	4.88%
\$Change		<u>\$ 43,400.54</u>	<u>\$ 1,532.20</u>	<u>\$ 4,931.71</u>	<u>\$ 12,181.03</u>



Year-To-Date: \$ 2,312,919.66	Budgeted: \$ 3,096,746.00	% Difference 25.31%
--------------------------------------	----------------------------------	----------------------------

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Y-T-D	\$ 1,841,243.08	\$ 2,046,688.62	\$ 2,160,001.66	\$ 2,325,408.99	\$ 2,312,919.66
% Change		11.16%	5.54%	7.66%	-0.54%
\$Change		<u>\$ 205,445.54</u>	<u>\$ 113,313.04</u>	<u>\$ 165,407.33</u>	<u>-\$ 12,489.33</u>



Comments:

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

CITY OF CARTHAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 29TH, 2024

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUES</u>					
110-GENERAL REVENUE	14,003,205.00	1,048,732.49	9,280,186.75	66.27	4,723,018.25
121-PUBLIC HEALTH	253,000.00	11,222.73	187,430.62	74.08	65,569.38
122-LANDFILL CLOSURE	7,500.00	3,636.93	33,352.20	444.70 (	25,852.20)
123-LODGING TAX	255,600.00	7,360.27	85,692.98	33.53	169,907.02
124-CIVIC ENHANCEMENT	800.00	245.97	2,553.86	319.23 (	1,753.86)
125-STORMWATER	100.00	39.29	353.71	353.71 (	253.71)
126-PUBLIC SAFETY GRANT	0.00	10,000.00	106,000.00	0.00 (	106,000.00)
127-CDBG	0.00	0.00	0.00	0.00	0.00
128-PARKS/STM WTR	1,476,408.00	127,505.04	1,022,296.24	69.24	454,111.76
129-TIF & CID SPECIAL TAX	600.00	408.03	52,578.01	8,763.00 (	51,978.01)
130-INMATE SECURITY FUND	3,500.00	466.05	2,921.00	83.46	579.00
131-FIRE PROTECTION TAX	758,200.00	69,419.87	558,727.53	73.69	199,472.47
141-FAIR ACRES SPORTS COM	0.00	0.00	0.00	0.00	0.00
142-GOLF COURSE	643,300.00	46,887.43	513,198.47	79.78	130,101.53
161-CAPITAL IMPROVEMENTS	2,377,595.00	203,510.64	1,278,468.18	53.77	1,099,126.82
162-PARKS & RECREATION	267,716.00	8,334.28	210,146.06	78.50	57,569.94
163-MYERS PARK	1,155,849.00	2,880.68	26,536.20	2.30	1,129,312.80
164-JUDICIAL EDUCATION FU	100.00	1.28	11.01	11.01	88.99
165-USE TAX	954,050.00	0.00	18,875.32	1.98	935,174.68
175-Public Fac/Bond Fund	4,550,000.00	1,513,813.81	1,376,019.93	30.24	3,173,980.07
221-ECONOMIC DEVELOPMENT	33,519.00	196.45	34,201.90	102.04 (	682.90)
222-AMERICAN RESCUE PLAN	0.00	6,568.16	54,816.76	0.00 (	54,816.76)
341-CW & EP	0.00	0.00	0.00	0.00	0.00
342-MCCUNE-BROOKS HOSPITA	0.00	0.00	0.00	0.00	0.00
343-LIBRARY OPERATING	0.00	15,123.38	343,998.76	0.00 (	343,998.76)
344-LIBRARY BUILDING	0.00	0.00	0.00	0.00	0.00
345-POWERS MUSEUM	0.00	0.00	0.00	0.00	0.00
346-POWERS CAPITAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	26,741,042.00	3,076,352.78	15,188,365.49	56.80	11,552,676.51
	=====	=====	=====	=====	=====

CITY OF CARTHAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 29TH, 2024

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
EXPENDITURES					
110-GENERAL REVENUE	19,601,136.00	1,738,514.59	10,143,945.26	51.75	9,457,190.74
121-PUBLIC HEALTH	289,502.00	26,059.40	168,617.15	58.24	120,884.85
122-LANDFILL CLOSURE	0.00	0.00	0.00	0.00	0.00
123-LODGING TAX	296,053.00	22,423.68	117,143.16	39.57	178,909.84
124-CIVIC ENHANCEMENT	0.00	0.00	0.00	0.00	0.00
125-STORMWATER	0.00	0.00	0.00	0.00	0.00
126-PUBLIC SAFETY GRANT	1,675.00	239.20	15,256.38	910.83 (	13,581.38)
127-CDBG	0.00	0.00	0.00	0.00	0.00
128-PARKS/STM WTR	1,316,064.00	53,676.18	452,454.96	34.38	863,609.04
129-TIF & CID SPECIAL TAX	0.00	0.00	0.00	0.00	0.00
130-INMATE SECURITY FUND	0.00	0.00	0.00	0.00	0.00
131-FIRE PROTECTION TAX	999,678.00	28,117.94	134,493.24	13.45	865,184.76
141-FAIR ACRES SPORTS COM	0.00	0.00	0.00	0.00	0.00
142-GOLF COURSE	833,795.00	87,607.39	489,753.45	58.74	344,041.55
161-CAPITAL IMPROVEMENTS	3,257,780.00	91,136.62	428,646.87	13.16	2,829,133.13
162-PARKS & RECREATION	265,000.00	0.00	0.00	0.00	265,000.00
163-MYERS PARK	1,739,594.00	8,124.50	31,842.00	1.83	1,707,752.00
164-JUDICIAL EDUCATION FU	0.00	0.00	0.00	0.00	0.00
165-USE TAX	1,085,252.00	80,055.78	336,152.01	30.97	749,099.99
175-Public Fac/Bond Fund	8,200,637.00	1,002,406.00	1,116,185.02	13.61	7,084,451.98
221-ECONOMIC DEVELOPMENT	31,819.00	0.00	0.00	0.00	31,819.00
222-AMERICAN RESCUE PLAN	135,000.00	2,559.98	107,054.74	79.30	27,945.26
341-CW & EP	0.00	0.00	0.00	0.00	0.00
342-MCCUNE-BROOKS HOSPITA	0.00	0.00	0.00	0.00	0.00
343-LIBRARY OPERATING	0.00	25,000.00	315,000.00	0.00 (	315,000.00)
344-LIBRARY BUILDING	0.00	0.00	0.00	0.00	0.00
345-POWERS MUSEUM	0.00	0.00	0.00	0.00	0.00
346-POWERS CAPITAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
GRAND TOTAL EXPENDITURES	<u>38,052,985.00</u>	<u>3,165,921.26</u>	<u>13,856,544.24</u>	<u>36.41</u>	<u>24,196,440.76</u>
REVENUES OVER/(UNDER) EXPENDITURES	(11,311,943.00) (	89,568.48)	1,331,821.25		(12,643,764.25)

*** END OF REPORT ***

COUNCIL BILL NO. 24-14

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into a contract with Elements Construction Concepts of Joplin, Missouri for Restroom Facilities for City Parks – Phase 2 for the amount of Two Hundred Thirty Thousand Three Hundred Forty Dollars and 00/100 (\$230,340.00), in the City of Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a contract with Elements Construction Concepts of Joplin, Missouri for Restroom Facilities for City Parks – Phase 2 for the amount of Two Hundred Thirty Thousand Three Hundred Forty Dollars and 00/100 (\$230,340.00) a copy of which agreement is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Services Committee



CIVIL
ENGINEERING

Project Management
Construction Plans
Permitting
Right of Way Negotiation
Utility Coordination
Project Specifications
Contract Documents
Agency Coordination

CONSTRUCTION
ENGINEERING

Bidding Services
Construction Inspection
Contract Administration
Project Documentation

STRUCTURAL
ENGINEERING

Highway Bridges
Forensic Investigations
Building Inspections
Residential Structures
Commercial Structures
Structure Rehabilitation

Zanevan Engineering, LLC
1221 Oak Street
Carthage, MO 64836
417.800.2500
www.zanevan.com

February 1, 2024

Abi Almandinger
Parks and Recreation Director
521 Robert Ellis Young Drive
Carthage, Missouri 64836

RE: Letter of Recommendation
Restroom Facilities for City Parks, Phase 2 – Carthage, MO

Dear Ms. Almandinger:

The bids for the above referenced project have been reviewed and tabulated. It is the recommendation of this office to accept the low bid from Elements Construction Concepts of Joplin, Missouri in the amount of \$230,340.00.

A copy of the bid tabulation is attached for your review and approval.

Sincerely,

Zanevan Engineering, LLC

Jason Eckhart, PE
President/Owner

Enclosure

BID TABULATION
PARKS RESTROOM FACILITIES - PHASE 2
CARTHAGE, MISSOURI
 Bid Opening: January 30, 2024 @ 10 a.m.

Opening: January 30, 2022 @ 10:00 AM

				ELEMENTS CONST. CONCEPTS		SPOULS CONST., INC.	
				5850 E. 20TH STREET		397 W. HWY DD	
				JOPLIN, MO 64801		LAMAR, MO 64759	
CENTRAL PARK							
Item No.	Description	No. Units	Unit	Unit Price	Extended Total	Unit Price	Extended Total
1-1	MOBILIZATION	1	LS	\$ 16,000.00	\$ 16,000.00	\$ 15,000.00	\$ 15,000.00
1-2	SEED AND MULCH	0.23	AC	\$ 20,000.00	\$ 4,600.00	\$ 15,000.00	\$ 3,450.00
1-3	REMOVAL OF IMPROVEMENTS	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 10,000.00	\$ 10,000.00
1-4	REINFORCEMENT OVER 2" COMPACTED GRANULAR BASE	57	SY	\$ 135.00	\$ 7,695.00	\$ 110.00	\$ 6,270.00
1-5	7" THICK CONCRETE OVER 6" COMPACTED GRANULAR BASE	23	SY	\$ 195.00	\$ 4,485.00	\$ 150.00	\$ 3,450.00
1-6	2" DIA. SCHEDULE 80 PVC WATER SERVICE LINE	307	LF	\$ 45.00	\$ 13,815.00	\$ 45.00	\$ 13,815.00
1-7	2" GATE VALVE	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 2,500.00	\$ 5,000.00
1-8	PLACE AND CONNECT 2" WATER METER	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
1-9	WATER SERVICE LINE CONNECTION	1	EA	\$ 6,000.00	\$ 6,000.00	\$ 1,500.00	\$ 1,500.00
1-10	4" DIA. SCHEDULE 80 PVC SANITARY SEWER SERVICE LINE	73	LF	\$ 65.00	\$ 4,745.00	\$ 80.00	\$ 5,840.00
1-11	6" DIA. SCHEDULE 80 PVC SANITARY SEWER SERVICE LINE	289	LF	\$ 95.00	\$ 27,455.00	\$ 100.00	\$ 28,900.00
1-12	4"x4"x4" DIA. WYE	1	EA	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00
1-13	6"x6"x4" DIA. WYE	1	EA	\$ 600.00	\$ 600.00	\$ 1,000.00	\$ 1,000.00
1-14	CLEAN OUTS	4	EA	\$ 1,200.00	\$ 4,800.00	\$ 500.00	\$ 2,000.00
1-15	SANITARY SEWER SERVICE LINE CONNECTION	1	EA	\$ 4,500.00	\$ 4,500.00	\$ 1,500.00	\$ 1,500.00
1-16	RESTROOM RENOVATIONS - RESTROOMS	1	LS	\$ 24,065.00	\$ 24,065.00	\$ 25,000.00	\$ 25,000.00
1-17	RESTROOM RENOVATIONS - POOL HOUSE	1	LS	\$ 23,650.00	\$ 23,650.00	\$ 115,000.00	\$ 115,000.00
Subtotal Amount - Central Park					\$ 157,910.00		\$ 240,825.00
FAIR ACRES							
Item No.	Description	No. Units	Unit	Unit Price	Extended Total	Unit Price	Extended Total
2-1	MOBILIZATION	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
2-2	SEED AND MULCH	0.1	AC	\$ 20,000.00	\$ 2,000.00	\$ 20,000.00	\$ 2,000.00
2-3	REMOVAL OF IMPROVEMENTS	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 10,000.00	\$ 10,000.00
2-4	EARTHEN FILL AND GRADING	27	CY	\$ 200.00	\$ 5,400.00	\$ 100.00	\$ 2,700.00
2-5	REINFORCEMENT OVER 2" COMPACTED GRANULAR BASE	51	SY	\$ 120.00	\$ 6,120.00	\$ 100.00	\$ 5,100.00
2-6	6" THICK BASE ROCK	75	SY	\$ 25.00	\$ 1,875.00	\$ 18.00	\$ 1,350.00
2-7	1-1/2" DIA. SCHEDULE 80 PVC WATER SERVICE LINE	193	LF	\$ 45.00	\$ 8,685.00	\$ 40.00	\$ 7,720.00
2-8	1-1/2" GATE VALVE	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 800.00	\$ 800.00
2-9	WATER SERVICE LINE CONNECTION	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00
2-10	4" DIA. SCHEDULE 80 PVC SANITARY SEWER SERVICE LINE	10	LF	\$ 250.00	\$ 2,500.00	\$ 150.00	\$ 1,500.00
2-11	CLEAN OUTS	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00
2-12	SEWER SERVICE LINE CONNECTION	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00
Subtotal Amount - Fair Acres					\$ 48,080.00		\$ 44,170.00
MUNICIPAL PARK							
Item No.	Description	No. Units	Unit	Unit Price	Extended Total	Unit Price	Extended Total
3-1	MOBILIZATION	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00
3-2	REMOVAL OF IMPROVEMENTS	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 15,000.00	\$ 15,000.00
3-3	RESTROOM RENOVATIONS	1	LS	\$ 19,850.00	\$ 19,850.00	\$ 95,000.00	\$ 95,000.00
Subtotal Amount - Municipal Park					\$ 24,350.00		\$ 120,000.00
TOTAL BID AMOUNT					\$ 230,340.00		\$ 404,995.00

This is to certify that at 10:00 A.M. on January 30, 2024, at the office of the City of Carthage City Hall, Carthage, Missouri, the bids tabulated herein were publicly opened, read aloud and checked. The totals are correct as to additions and extensions.


 Jason Eckhart, P.E.
 Zanevan Engineering

AGREEMENT FORM..... 00500

THIS AGREEMENT, made this _____ day of _____, 2024, by and between City of Carthage, Carthage, Missouri, hereinafter called "OWNER" and Elements Construction Concepts doing business as (an individual), or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Restroom Facilities for City Parks – Phase 2, Carthage, Missouri.
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on the date stipulated in the NOTICE TO PROCEED and will complete the same within 180 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR understands that the specifications governing the work contemplated are attached to this proposal.
5. The CONTRACTOR agrees to pay, without condition or recourse, as liquidated damages to the sum of Five Hundred and 00/100 dollars (\$500.00) for each consecutive calendar day after the stated DATE OF COMPLETION or extension thereto that the CONTRACTOR shall be in default as provided in SECTION 15 OF THE General Conditions. CONTRACTOR further agrees to reimburse the subcontractors, suppliers, engineers, and other contractors of the OWNER for costs incurred and/or damages suffered by reason or reasons attributable to the CONTRACTOR'S failure to complete the CONTRACT by the completion date, or extensions thereof, as provided by section 15 of the General Conditions. Said liquidated damages and payments shall be withheld from the payments due the contractor. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of Three Hundred Forty-One Thousand Eight Hundred Twenty-Seven and no/100 Dollars (\$341,827.00)
6. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Invitation to Bid
 - (B) Instructions to Bidders
 - (C) Bid
 - (D) Bid Bond
 - (E) Agreement Form
 - (F) Notice of Award
 - (G) Notice to Proceed
 - (H) Performance Bond
 - (I) Payment bond
 - (J) General Conditions of Contract
 - (K) Supplementary Conditions
 - (L) Specifications prepared by Zanevan Engineering and dated December, 2023.
 - (M) Drawings prepared by Zanevan Engineering and dated December, 2023.
 - (N) Addenda

No. _____	dated _____	20__
No. _____	dated _____	20__
No. _____	dated _____	20__
No. _____	dated _____	20__
No. _____	dated _____	20__

NOTICE OF AWARD00501

TO: Elements Construction Concepts
5850 E. 20th Street
Joplin, Missouri 64801

PROJECT Description: Restroom Facilities for City Parks – Phase 2, Carthage, Missouri.

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Invitation to Bid dated January 10, 2024 and Instructions to Bidders.

You are hereby notified that you BID has been accepted in the amount of Two Hundred Thirty Thousand Three Hundred Forty and no/100 Dollars (\$230,340.00).

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

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

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

Dated this _____ day of _____, 20____.

City of Carthage

By: _____

Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by this the _____ day of _____ 20____.

By _____

Title _____

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

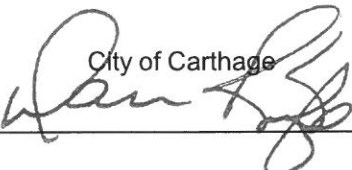
OWNER:

(SEAL) _____

Attest _____

Name _____ Miranda Deal

Title _____ City Clerk

By  _____
City of Carthage

Name _____ Dan Rife
(Please Type or Print)

Title _____ Mayor

CONTRACTOR:

(SEAL) _____

Attest _____

Name _____

By _____

Name _____
(Please Type or Print)

Title _____



MISSOURI DEPARTMENT OF

REVENUE

Project Exemption Certificate

This form is to be completed and given to your contractor.

Exempt Entity and Project Information

Name of Exempt Entity Issuing the Certificate CITY OF CARTHAGE		Missouri Tax Exemption Number 1 2 4 8 7 4 3 1	
Address 326 GRANT STREET		City CARTHAGE	State MO
E-mail Address a.almandinger@carthagemo.gov		ZIP Code 64836	
Project Number	Project Begin Date (MM/DD/YYYY) 0 4 / 0 1 / 2 0 2 4	Estimated Project End Date (MM/DD/YYYY) 0 9 / 2 7 / 2 0 2 4	
Description of Project THE PROPOSED WORK INCLUDES INSTALLATION OF WATER AND SEWER SERVICE LINES, RENOVATION OF EXISTING RESTROOMS IN CENTRAL PARK AND MUNICIPAL PARK AND SITE WORK FOR THE INSTALLATION OF A PREFABRICATED RESTROOM IN FAIR ACRES PARK.			
Project Location FAIR ACRES PARK, CARTHAGE, MISSOURI		Certificate Expiration Date (MM/DD/YYYY) 1 0 / 1 1 / 2 0 2 4	
Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.			
Signature of Authorized Exempt Entity		Printed Name of Authorized Exempt Entity	Date (MM/DD/YYYY) ____ / ____ / ____

Contractor

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to [Section 144.062, RSMo](#). Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.

Name of Purchasing Contractor ELEMENTS CONSTRUCTION CONCEPTS	Signature of Contractor	Date (MM/DD/YYYY) 0 2 / 0 1 / 2 0 2 4	
Address 5850 E. 20TH STREET	City JOPLIN	State MO	ZIP Code 64801

Subcontractor

Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.

Name of Purchasing Subcontractor			
Address		City	State
Signature of Contractor		Contractor's Printed Name	Date (MM/DD/YYYY) ____ / ____ / ____

Form 5060 (Revised 11-2019)

Taxation Division
P.O. Box 358
Jefferson City, MO 65105-0358

Phone: (573) 751-2836
Fax: (573) 522-1666
E-mail: salestaxexemptions@dor.mo.gov

Visit <http://dor.mo.gov/business/sales/sales-use-exemptions.php> for additional information.

COUNCIL BILL NO. 24-15

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into a contract with Elements Construction Concepts of Joplin, Missouri for Dog Park Sidewalks at Municipal Park for the amount of Forty-Three Thousand Four Hundred Sixty Dollars and 00/100 (\$43,460.00), in the City of Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a contract with Elements Construction Concepts of Joplin, Missouri for Dog Park Sidewalks at Municipal Park for the amount of Forty-Three Thousand Four Hundred Sixty Dollars and 00/100 (\$43,460.00) a copy of which agreement is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Services Committee

THIS AGREEMENT, made this _____ day of _____, 2024, by and between City of Carthage, Carthage, Missouri, hereinafter called "OWNER" and Elements Construction Concepts doing business as (an individual), or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Dog Park at Municipal Park, Carthage, Missouri.
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on the date stipulated in the NOTICE TO PROCEED and will complete the same within 45calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR understands that the specifications governing the work contemplated are attached to this proposal.
5. The CONTRACTOR agrees to pay, without condition or recourse, as liquidated damages to the sum of Five Hundred and 00/100 dollars (\$500.00) for each consecutive calendar day after the stated DATE OF COMPLETION or extension thereto that the CONTRACTOR shall be in default as provided in SECTION 15 OF THE General Conditions. CONTRACTOR further agrees to reimburse the subcontractors, suppliers, engineers, and other contractors of the OWNER for costs incurred and/or damages suffered by reason or reasons attributable to the CONTRACTOR'S failure to complete the CONTRACT by the completion date, or extensions thereof, as provided by section 15 of the General Conditions. Said liquidated damages and payments shall be withheld from the payments due the contractor. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of Forty-Three Thousand Four Hundred Sixty and no/100 Dollars (\$43,460.00).
6. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Invitation to Bid
 - (B) Instructions to Bidders
 - (C) Bid
 - (D) Bid Bond
 - (E) Agreement Form
 - (F) Notice of Award
 - (G) Notice to Proceed
 - (H) Performance Bond
 - (I) Payment bond
 - (J) General Conditions of Contract
 - (K) Supplementary Conditions
 - (L) Specifications prepared by Zanevan Engineering and dated December, 2023.
 - (M) Drawings prepared by Zanevan Engineering and dated December, 2023.
 - (N) Addenda

No. <u>1</u>	dated <u>January 4</u>	20 <u>24</u>
No. _____	dated _____	20 ____
No. _____	dated _____	20 ____
No. _____	dated _____	20 ____
No. _____	dated _____	20 ____

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

OWNER:

City of Carthage

(SEAL) _____

By _____

Attest _____

Name Dan Rife
(Please Type or Print)

Name Miranda Deal

Title Mayor

Title City Clerk

CONTRACTOR:

(SEAL) _____

By _____

Attest _____

Name _____
(Please Type or Print)

Name _____

Title _____

NOTICE OF AWARD00501

TO: Elements Construction Concepts
5850 E. 20th Street
Joplin, Missouri 64801

PROJECT Description: Dog Park at Municipal Park, Carthage, Missouri.

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Invitation to Bid dated December 13, 2023 and Instructions to Bidders.

You are hereby notified that you BID has been accepted in the amount of Forty-three Thousand Four Hundred Sixty and no/100 Dollars (\$43,460.00).

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

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

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

Dated this _____ day of _____, 20_____.

City of Carthage

By: _____

Title: Mayor

ACCEPTANCE OF NOTICE

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

By _____

Title _____

COUNCIL BILL NO. 24-16

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into an Agreement with Carthage Youth Softball League for non-exclusive use of the softball fields at the Fair Acres Sports Complex during the summer of 2024, 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 an Agreement with Carthage Youth Softball League for non-exclusive use of the softball fields at the Fair Acres Sports Complex during the summer of 2024 as outlined in the agreement, a copy of which Agreement is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Services Committee

AGREEMENT

This AGREEMENT is entered into this _____ day of _____, 2024, by and between the City of Carthage, Jasper County, Missouri, and the Carthage Youth Softball a Missouri not-for-profit corporation, hereinafter referred to as "Youth Softball".

WITNESSETH:

RECITALS

Whereas, the City of Carthage has responsibility for the maintenance of the Parks within the City of Carthage, and

Whereas, a portion of the Fair Acres Sports Complex was developed for youth softball and softball purposes and,

Whereas, Youth Softball offers a softball program with the principles of directing its team members toward the maximum development of their talents and abilities and,

Whereas, the Youth Softball program strives to instill in young softball players an understanding and appreciation of such concepts as high self-esteem, personal accountability, constructive self-motivation, goal setting, and goal achievement as these ideas relate to their success in training and in competition, and

Whereas, Youth Softball and the City of Carthage desire to make provision for the continuance of the quality softball programs that have existed, and

Whereas, in order for there to be an orderly relationship between the City of Carthage and Youth Softball, the parties hereto desire to formally express their goals and objectives.

COVENANTS

NOW, THEREFORE, in consideration of the promises set forth herein it is agreed as follows:

That the City of Carthage hereby grants to Youth Softball a non-exclusive privilege to utilize the Softball Fields at the Complex at Fair Acres Sports for a Softball Program to run from March 15 to July 15, 2024, which shall include up to five tournaments. The City retains the right to schedule the fields for any additional events taking into consideration the Youth Softball schedule.

Youth Softball shall provide the Parks Director with a schedule for its season. Youth Softball must receive written permission from the Parks Director for any tournaments or play outside of the normal summer program. There will be fees associated for field

space outside of the defined Youth Softball agreement timeframe.

Youth Softball agrees to provide a program that will enable all Youth in the general Carthage area to participate.

Youth Softball agrees to operate a responsible and appropriate Softball program. Youth Softball agrees to provide all equipment and complete management and supervision of the Softball program; and the City assumes no responsibility for expenses related to the management of the Softball program.

The City agrees to provide reasonable maintenance on the Softball Fields as may be necessary and the Youth Softball agrees to work in cooperation with the City in the maintenance of the Softball fields. The parties to this agreement further agree to cooperate in the maintenance of the general Softball field's area and to keep it free from all trash and debris.

Youth Softball shall be responsible for:

- Provide the Parks Director with a schedule for its season and obtain written permission for any tournaments or play outside the normal summer program.
- Ensure that the program allows all youth in the general Carthage area to participate.
- Operate a responsible and appropriate Softball program, including providing equipment and complete management and supervision.
- Assume responsibility for minor repairs such as light bulb replacement and daily use of the concession stand.
- Use of the fields at Fair Acres are allowed for practice or games only after the agreement is signed by both parties.
- Indemnify, protect, and hold the City of Carthage harmless from any liability, losses, claims, damages, and expenses resulting from Youth Softball's use of the softball fields or facilities.
- Provide the following
 - Annual documents
 - A list of all current Board of Directors members
 - Financial statements
 - Detailed budget
 - Not-for-profit documentation
- Modify the agreement in writing and with mutual consent of both parties.
- All trash pickup in the immediate vicinity of the baseball fields and adjacent parking lots.
- Clean the restrooms at the end of every evening when fields are utilized for practices and/or games and during operations as needed
- Maintain the playing surface of the fields, including but not limited to providing and applying additional dirt as needed for infields and the pitcher mounds.

City shall be responsible for:

- Emptying of trash barrels and providing a dumpster.
- Major repairs related to plumbing, roofing, electrical, fencing, structural and lighting.
- Provide a secure storage area for equipment. The City of Carthage assumes no liability for loss or damage to equipment.
- Mowing of the fields.
- Pay all utility costs.

The City of Carthage agrees that Youth Softball shall have the right to place signs on fences at the ball fields, and shall be responsible for the installation and removal of signs on fences. All signs should be of the banner type, which provides for airflow to prevent damage to fences.

The City of Carthage hereby grants to Youth Softball a non-exclusive right to utilize the softball concession stand during their summer season and their tournaments as specified herein, subject to the right of the City to schedule events.

Insurance:

Youth Softball remains financially responsible for any liability or property damage cause by the activities of the rental. Youth Softball shall procure and maintain at all times relevant hereto, a certificate of insurance showing Commercial General Liability (CGL) coverage of two million dollars (\$2,000,000) with the City of Carthage named as co-insured, covering all of Youth Softball's activities on the property. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Facility use activity.

CGL insurance shall cover liability arising from premises, operations, independent contractors, personal injury, including death, property damage and advertising injury, athletic participation, liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and liability arising from the indemnity provisions of this Agreement.

Youth Softball shall indemnify, protect and hold the City of Carthage harmless from any and all liability, losses, claims and damages whatsoever, and expenses including, without limitation, attorney fees and expenses resulting from all claims by or on behalf of any person, firm or corporation, arising out of or as a result of the use by Youth Softball of the said City fields or the use, operation or condition of the facilities or any part thereof, or any accident in connection with the operation, use or condition of the facilities or any part thereof resulting in damage to property or injury to or death of any person.

This agreement may be modified upon such terms and conditions as may be acceptable to the respective parties. All modifications shall be in writing and signed by both

parties.

TERMS OF THE AGREEMENT

The terms of this agreement shall be from March 15, 2024 until July 15, 2024. This agreement shall be reviewed each year, evaluated and presented to the Public Services Committee of the Carthage City Council for consideration.

All notices required by this agreement shall be either personally delivered or placed in the United States Mail, properly addressed and with certified or registered postage prepaid. Said notices shall be sent to the parties at the following addresses, unless a party is otherwise notified in writing: to the City of Carthage, to the Mayor, Carthage City Hall, 326 Grant Street, Carthage, Missouri 64836, with a copy to the City Attorney, Carthage City Hall, 326 Grant Street, Carthage, Missouri 64836, the Parks Director, 521 Robert Ellis Young Drive, Carthage, Missouri 64836, and to the Carthage Youth Softball League.

Passed and approved by the Carthage Youth Softball League on the _____ Day of _____, 2024.

President
Carthage Youth Softball League

Passed and approved by the City of Carthage on the _____ day of _____, 2024.

Dan Rife
Mayor

Attest:

City Clerk

COUNCIL BILL NO. 24-17

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to execute a Lease Purchase Agreement with Bank of America for a Ferrara Heavy Duty Fire Engine, in the City of Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute a Lease Purchase Agreement with Bank of America for the lease purchase of a Ferrara Heavy Duty Fire Engine, a copy of which Agreement are 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 _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Safety Committee

Jill M. Forsyth
Senior Vice President
Global Leasing

14636 N. Scottsdale Road, Suite #200
Scottsdale, AZ 85254
T 480.624.0369 F 415.796.1301
jill.m.forsyth@BofA.com

January 12, 2024

Mr. Greg Dagnan
City of Carthage, Missouri
RE: LEASE PURCHASE AGREEMENT

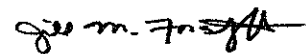
Dear Greg:

Bank of America, National Association ("BANA") is pleased to present to City of Carthage, Missouri our response to your request for proposal for tax-exempt Lease-Purchase Financing for the acquisition of a Ferrara Heavy Duty Fire Engine. We believe this response is fully compliant with your request.

Bank of America, N.A. and is one of the largest municipal leasing companies in the Country. We have a national presence and have helped many governmental agencies in Missouri over the years. The request for bid is straightforward and BANA looks forward to assisting the city with its equipment lease financing.

I will personally handle this transaction and with over 25 years in the municipal business, the transaction will be completed efficiently and successfully. My contact information is included on the letterhead above and I am available for questions at any time. Thank you for the opportunity to present this response to the city. My team looks forward to working with you.

Sincerely,



Jill M. Forsyth
Senior Vice President

This proposal is submitted in response to your Request for Proposal LEASE PURCHASE AGREEMENT due January 17, 2024. The contents of this proposal and any subsequent discussions between us, including any and all information, recommendations, opinions, indicative pricing, quotations and analysis with respect to any municipal financial product or issuance of municipal securities, are provided to you in reliance upon the exemption provided for responses to requests for proposals or qualifications under the municipal advisor rules (the "Rules") of the Securities and Exchange Commission (240 CFR 15Ba1-1 et seq.).

The Staff of the SEC's Office of Municipal Securities has issued guidance which provides that, in order for a request for proposals to be consistent with this exemption, it must (a) identify a particular objective, (b) be open for not more than a reasonable period of time (up to six months being generally considered as reasonable), and (c) involve a competitive process (such as by being provided to at least three reasonably competitive market participants) or by being publicly posted to your official website. In submitting this proposal, we have relied upon your compliance with this guidance.

In submitting this proposal, we are not undertaking to act as a "municipal advisor" to you or any other person within the meaning of the Rules. In connection with this proposal and the transactions described herein, we are not subject to, and we hereby disclaim, any fiduciary duty to you or to any other person. We understand that you will consult with and rely on the advice of your own municipal, financial, tax, legal and other advisors as and to the extent you deem necessary in connection with your evaluation of this proposal and the transactions described herein.

Jill M. Forsyth
Senior Vice President
Global Leasing

14636 N. Scottsdale Road, Suite #250
Scottsdale, AZ 85254
T 480.624.0369 F 415.796.1301
jill.m.forsyth@BofA.com

SUMMARY OF TERMS AND CONDITIONS

Date: January 12, 2024

Lessee: City of Carthage, Missouri ("Lessee")

Lessor: Bank of America, National Association or Designee ("BANA")

Structure: Tax-Exempt Lease Purchase subject to appropriation: Bank Qualified

Amount: Approximately \$750,000

Security: A security interest in the equipment being financed

Interest rate **3.9680%**

This rate is inclusive of a 90-day rate lock. In order to take advantage of the rate lock, Lessee must confirm via email within 5 business days of the date of this proposal to lock the rate. This lock is subject to City Council action. If the rate lock is not confirmed timely, the rate may change to maintain the Lessor's economics.

Prepayment: Pre-payable in full after half of the term on any regularly scheduled payment date without penalty.

Governmental Entity Lease: The Base Rent installments are calculated on the assumptions, and Lessee will represent, that Lessee is a City or political subdivision of a City within the meaning of Section 103(c) of the Internal Revenue Code (the "Code"), and that this transaction will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code. Lessee shall provide Lessor with such evidence as Lessor may request to substantiate and maintain such tax status. Lessee shall comply with the filing requirements of Section 149(e) of the Code.

End of Term: At the expiration of the Lease Term, Lessee will own the equipment.

The transaction described in this document is an arm's length, commercial transaction between you and Bank of America, National Association or one of its subsidiaries or affiliates (collectively, "BANA") in which: (i) BANA is acting solely as a principal (i.e., as a lender or lessor) and for its own interest; (ii) BANA is not acting as a municipal advisor or financial advisor to you; (iii) BANA has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether BANA or any of its affiliates has provided other services or is currently providing other services to you on other matters); (iv) the only obligations BANA has to you with respect to this transaction are set forth in the definitive transaction agreements between us; and (v) BANA is not recommending that you take an action with respect to the transaction described in this document, and before taking any action with respect to the this transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity.

Opinion of Counsel: Lessee's counsel shall deliver a validity opinion to Lessor at closing in form and substance satisfactory to Lessor. The opinion of counsel will cover that counsel has reviewed the documents and examined, approved and attached the text of the enabling resolution of Lessee's governing body authorizing Lessee to enter into the Lease.

Documentation: Included in our proposal submission is a Bank Qualified Master Equipment Lease/Purchase Agreement and Escrow/Account Control Agreement ("Escrow Agreement") for your review. The escrow agent named in the Escrow Agreement (Argent Institutional Trust Company) is one of our approved providers/vendors.

Credit: This proposal is subject to acceptable documentation and credit review. This process can be done timely upon an award. Useful life of the assets being financed must match or be greater than financing term.

Market Disruption: Notwithstanding anything contained herein to the contrary, in the event any material change shall occur in the financial markets after the date of this Proposal Letter, including but not limited to any governmental action or other event which materially adversely affects the extension of credit by banks, leasing companies or other lending institutions, the Lessor may modify the indicative pricing.

USA Patriot Act Compliance: Lessee acknowledges that pursuant to the requirements of the USA Patriot Act, as amended from time to time (including as amended by the USA Freedom Act of 2015) (the "Patriot Act"), Lessor is required to obtain, verify and record information that identifies Lessee, which information includes the name and address of Lessee and other information that will allow Lessor to identify Lessee in accordance with the Patriot Act.

Proposal

Expiration: This proposal will expire on March 30, 2024

FIRM QUALIFICATIONS: Banc of America Public Capital Corp

Banc of America Public Capital Corp ("BAPCC") is a corporation and wholly owned subsidiary of Bank of America, N.A., one of the world's largest financial institutions, providing a full range of banking, investing, asset management and other financial and risk management products and services. Along with Global Leasing the number one market share leader in net assets and syndicated volume among U.S. leasing companies¹, BAPCC provides full-service leasing and equipment financing solutions that structure, invest in and distribute equipment financing products. BAPCC and Global Leasing have a strong combined presence in both the domestic and international markets with nearly 1,000 associates worldwide. Our team has a wide range of skills and expertise, including originators, debt and equity syndicators, pricing specialists, attorneys, equipment appraisers, credit analysts, portfolio managers, and contract administrators. These professionals ensure that our clients receive the soundest advice, the most competitive solutions, and the best execution available in the market.

In the public sector, BAPCC's Government Finance team is one of the tax-exempt industry's largest financial solutions providers with approximately \$3.35 billion in commitments serving roughly 387 clients. With its nationwide presence in the municipal equipment financing realm, the group structures, implements and distributes tax-exempt financing solutions to complement the current and long-term financial strategies of tax-exempt entities.

¹2021 Monitor 100 Special Issue (August)

KEY INDIVIDUALS INVOLVED WITH THE CITY OF CARTHAGE, MO

The two key individuals will support the City of Carthage with its equipment financing lease needs are Jill Forsyth and Lisa Coggi. Jill is a government leasing expert that has been in the municipal business for over 30 years. She has this response and is ultimately responsible for this relationship. Lisa Coggi is her transaction manager and handles the coordination of documents and timing with the operation staff. She has vast operational experience and is a member of the Missouri Bar Association.

Jill M. Forsyth: Senior Vice President, Banc of America Public Capital Corp
14648 North Scottsdale Road, Suite 250; Scottsdale, AZ 85254; Phone: 480-624-0369
jill.m.forsyth@bofa.com

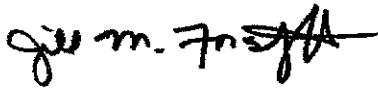
Jill is a Senior Vice President Banc of America Public Capital Corp and is responsible for tax-exempt equipment transactions in the Western and Central portions of the US. Jill works directly with issuers including cities, counties, school districts, City governments and agencies, to structure unique solutions to finance equipment and provides master lease lines of credit. Jill has over thirty-five years of experience in the tax-exempt leasing industry and resides in Arizona. She joined Banc of America Leasing eighteen years ago after over 20+ years with JP Morgan Chase. Jill has received both her undergraduate and Master of Business degrees from Arizona State University

Lisa Coggi: Senior Vice President – Transaction Management, Banc of America Public Capital Corp
16900 Chesterfield Airport Road, Chesterfield, MO 63005 Phone: 312-537-6773
lisa.a.coggi@bofa.com

Lisa is a Senior Vice President, Transaction Management with the Banc of America Public Capital Corp ("BAPCC") Government Finance team. In that role, Lisa is responsible for acting as liaison between clients and internal BAPCC support services. Lisa joined Banc of America in 2006 after previously working with organizations such as Key Equipment Finance and The CIT Group. Lisa has in excess 30 years of experience in equipment finance in lease administration, originations, relationship management and process improvement roles. Lisa has earned her Bachelor of Arts degree from Loyola University–Chicago and her Juris Doctor degree from Saint Louis University School of Law, and she is a member of the Missouri Bar Association.

REFERENCES:

Client	Unified Government of Wyandotte County/Kansas City, KS
Contact Info	Deborah Jonscher; 913-573-5847; djonscher@wycokck.org
Year	2007-2022
Amount Financed	\$2MM -\$5MM annually
Description of Services	Multi-year Master Lease
Client	City of Kansas City
Contact Info	Dan Grandcolas; 816-274-1220; dan.grandcolas@kcmo.org
Year	2009-2023
Amount Financed	\$9MM+ annually last 4 years
Description of Services	Multi-year Master Lease
Client	Kansas Department of Administration
Contact Info	Pat Higgins; 785-296-2145; pat.higgins@ks.gov
Year	2009-2023
Amount Financed	\$5MM+ annually last 4 years
Description of Services	Master Lease Program



Jill M. Forsyth
Senior Vice President

Amortization Schedules:

5 year quarterly

Date	Funding	Payment	Interest @ 3.9680	Principal	Balance
3/30/2024	\$ 750,000.00				\$ 750,000.00
6/30/2024		\$ 41,528.02	\$ 7,440.00	\$ 34,088.02	\$ 715,911.98
9/30/2024		\$ 41,528.02	\$ 7,101.85	\$ 34,426.17	\$ 681,485.81
12/30/2024		\$ 41,528.02	\$ 6,760.34	\$ 34,767.68	\$ 646,718.14
3/30/2025		\$ 41,528.02	\$ 6,415.44	\$ 35,112.57	\$ 611,605.56
6/30/2025		\$ 41,528.02	\$ 6,067.13	\$ 35,460.89	\$ 576,144.68
9/30/2025		\$ 41,528.02	\$ 5,715.36	\$ 35,812.66	\$ 540,332.01
12/30/2025		\$ 41,528.02	\$ 5,360.09	\$ 36,167.92	\$ 504,164.09
3/30/2026		\$ 41,528.02	\$ 5,001.31	\$ 36,526.71	\$ 467,637.38
6/30/2026		\$ 41,528.02	\$ 4,638.96	\$ 36,889.05	\$ 430,748.33
9/30/2026		\$ 41,528.02	\$ 4,273.02	\$ 37,254.99	\$ 393,493.34
12/30/2026		\$ 41,528.02	\$ 3,903.45	\$ 37,624.56	\$ 355,868.77
3/30/2027		\$ 41,528.02	\$ 3,530.22	\$ 37,997.80	\$ 317,870.97
6/30/2027		\$ 41,528.02	\$ 3,153.28	\$ 38,374.74	\$ 279,496.24
9/30/2027		\$ 41,528.02	\$ 2,772.60	\$ 38,755.41	\$ 240,740.82
12/30/2027		\$ 41,528.02	\$ 2,388.15	\$ 39,139.87	\$ 201,600.96
3/30/2028		\$ 41,528.02	\$ 1,999.88	\$ 39,528.13	\$ 162,072.82
6/30/2028		\$ 41,528.02	\$ 1,607.76	\$ 39,920.25	\$ 122,152.57
9/30/2028		\$ 41,528.02	\$ 1,211.75	\$ 40,316.26	\$ 81,836.31
12/30/2028		\$ 41,528.02	\$ 811.82	\$ 40,716.20	\$ 41,120.11
3/30/2029		\$ 41,528.02	\$ 407.91	\$ 41,120.11	\$ -
	\$ 750,000.00	\$ 830,560.33	\$ 80,560.33	\$ 750,000.00	

5 year semi-annual

Date	Funding	Payment	Interest @ 3.9680	Principal	Balance
3/30/2024	\$ 750,000.00				\$ 750,000.00
9/30/2024		\$ 83,425.01	\$ 14,880.00	\$ 68,545.01	\$ 681,454.99
3/30/2025		\$ 83,425.01	\$ 13,520.07	\$ 69,904.95	\$ 611,550.04
9/30/2025		\$ 83,425.01	\$ 12,133.15	\$ 71,291.86	\$ 540,258.18
3/30/2026		\$ 83,425.01	\$ 10,718.72	\$ 72,706.29	\$ 467,551.88
9/30/2026		\$ 83,425.01	\$ 9,276.23	\$ 74,148.79	\$ 393,403.10
3/30/2027		\$ 83,425.01	\$ 7,805.12	\$ 75,619.90	\$ 317,783.20
9/30/2027		\$ 83,425.01	\$ 6,304.82	\$ 77,120.20	\$ 240,663.00
3/30/2028		\$ 83,425.01	\$ 4,774.75	\$ 78,650.26	\$ 162,012.74
9/30/2028		\$ 83,425.01	\$ 3,214.33	\$ 80,210.68	\$ 81,802.06
3/30/2029		\$ 83,425.01	\$ 1,622.95	\$ 81,802.06	\$ -
	\$ 750,000.00	\$ 834,250.15	\$ 84,250.15	\$ 750,000.00	

This proposal is submitted in response to your Request for Proposal Lease Purchase Agree due date January 17, 2024. The contents of this proposal and any subsequent discussions between us, including any and all information, recommendations, opinions, indicative pricing, quotations and analysis with respect to any municipal financial product or issuance of municipal securities, are provided to you in reliance upon the exemption provided for responses to requests for proposals or qualifications under the municipal advisor rules (the "Rules") of the Securities and Exchange Commission (240 CFR 15Ba1-1 et seq.).

The Staff of the SEC's Office of Municipal Securities has issued guidance which provides that, in order for a request for proposals to be consistent with this exemption, it must (a) identify a particular objective, (b) be open for not more than a reasonable period of time (up to six months being generally considered as reasonable), and (c) involve a competitive process (such as by being provided to at least three reasonably competitive market participants) or by being publicly posted to your official website. In submitting this proposal, we have relied upon your compliance with this guidance.

In submitting this proposal, we are not undertaking to act as a "municipal advisor" to you or any other person within the meaning of the Rules. In connection with this proposal and the transactions described herein, we are not subject to, and we hereby disclaim, any fiduciary duty to you or to any other person. We understand that you will consult with and rely on the advice of your own municipal, financial, tax, legal and other advisors as and to the extent you deem necessary in connection with your evaluation of this proposal and the transactions described herein.

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT

This Master Equipment Lease/Purchase Agreement (the "*Agreement*") dated as of _____, and entered into by and between Bank of America, National Association, a national banking association (together with its successors, assigns and transferees, and as more particularly defined herein, "*Lessor*"), and _____, a [city] [county] [school district] [special district] [body corporate and politic] existing under the laws of the State of _____ ("*Lessee*").

WITNESSETH:

WHEREAS, Lessee desires to lease and acquire from Lessor certain Equipment described in each Equipment Schedule (as each such term is defined herein), subject to the terms and conditions of and for the purposes set forth in each Lease; and

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment and other personal property may be financed pursuant to one or more Leases entered into from time to time in accordance with this Agreement by execution and delivery of additional Equipment Schedules by the parties hereto, subject to the terms and conditions provided herein; and

WHEREAS, Lessee is authorized under the constitution and laws of the State (as such term is defined herein) to enter into this Agreement and each Equipment Schedule for the purposes set forth herein and therein;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"*Acquisition Amount*" means, with respect to each Lease, the amount specified in the related Equipment Schedule and represented by Lessee to be sufficient for the purpose of acquiring and installing the Equipment listed in such Lease.

"*Acquisition Period*" means, with respect to each Lease for which an Escrow Account is established, that period identified in the related Equipment Schedule during which the Acquisition Amount attributable to such Lease may be expended on Equipment Costs pursuant to the related Escrow Agreement.

"Agreement" means this Master Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to this Agreement pursuant to Section 13.04.

"Casualty Value" means, with respect to each Lease, the amount that is shown on the Payment Schedule for each Rental Payment Date under the column titled either (i) the Prepayment Price or (ii) the "Casualty Value", if any.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code in this Agreement and a Lease shall be deemed to include the relevant United States Treasury Regulations proposed or in effect thereunder.

"Commencement Date" means, for each Lease, the date when Lessee's obligation to pay rent commences under such Lease, which date shall be the earlier of (a) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 5.01, or (b) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in such Lease.

"Contract Rate" means, with respect to each Lease, the rate identified as such in the related Payment Schedule.

"Disbursement Request" means, with respect to each Lease for which an Escrow Account is established, the disbursement request attached to the applicable Escrow Agreement as Schedule 1 and made a part thereof.

"Equipment" means, with respect to each Lease, the property listed in the related Equipment Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Article V or Section 8.01. Whenever reference is made in this Agreement to Equipment listed in a Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

"Equipment Costs" means, with respect to each Lease, the total cost of the Equipment listed in the related Equipment Schedule, including related soft costs such as freight, installation and taxes and other capitalizable costs, legal fees, financing costs and other costs necessary to vest full, clear legal title to the Equipment in Lessee, subject to the security interest granted to and retained by Lessor as set forth in each Lease, and other costs incurred in connection with the acquisition, installation and/or financing of the Equipment as provided in the related Lease; *provided* that (a) any such soft costs on a cumulative basis shall not exceed a percentage approved by Lessor of the total cost of the Equipment subject to such Lease and (b) in no event shall capitalizable delivery costs, installation charges, taxes and similar capitalizable soft costs relating to such Equipment be included without Lessor's prior consent.

"Equipment Schedule" means each separately numbered Equipment Schedule, substantially in the form of either *Exhibit A-1* (general Equipment) or *Exhibit A-2* (energy services Equipment) hereto, together with the related Payment Schedule.

"Escrow Account" means, with respect to any Lease, the account established and held by the Escrow Agent pursuant to the related Escrow Agreement.

"Escrow Agent" means, with respect to each Lease for which an Escrow Account is established, the Escrow Agent identified in the related Escrow Agreement, and its successors and assigns.

"Escrow Agreement" means, with respect to each Lease for which an Escrow Account is established, an Escrow and Account Control Agreement in form and substance acceptable to and executed by Lessee, Lessor and the Escrow Agent, pursuant to which an Escrow Account is established and administered.

"Event of Default" means an Event of Default described in Section 12.01.

"Event of Non-appropriation" means, with respect to a Lease, the failure of Lessee's governing body to appropriate or otherwise make available funds to pay Rental Payments under such Lease following the Original Term or then current Renewal Term sufficient for the continued performance of such Lease by Lessee.

"Lease" means an Equipment Schedule and the terms and provisions of this Agreement which are incorporated by reference into such Equipment Schedule.

"Lease Term" means, with respect to each Lease, the Original Term and all Renewal Terms provided in the related Equipment Schedule.

"Lessee" means the entity referred to as Lessee in the first paragraph of this Agreement.

"Lessor" means (a) the entity referred to as Lessor in the first paragraph of this Agreement and its successors or (b) any assignee or transferee pursuant to Section 11.01 of any right, title or interest of Lessor in and to the Equipment under the applicable Lease (including the Rental Payments and other amounts due thereunder), any related Escrow Agreement and Escrow Account, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform hereunder or under such Lease.

"Material Adverse Change" means (a) any change in Lessee's creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee, or (ii) Lessee's ability to perform its obligations under this Agreement or any Lease or (b) a downgrade in Lessee's external debt rating from the date of this Agreement of two or more subgrades by either Moody's Investors Service, Inc. or S&P Global Ratings or any equivalent successor credit rating agency, or

any downgrade by either such agency that would cause Lessee's credit rating to be below investment grade, or, if any such rating agency no longer publishes such ratings at the date of determination, any other nationally recognized statistical rating organization that is selected by Lessee for purposes of such long-term general obligation bond ratings and long-term general fund related bond ratings.

"Original Term" means, with respect to each Lease, the period from the Commencement Date identified in the related Equipment Schedule until the end of the fiscal year of Lessee in effect at such Commencement Date.

"Outstanding Balance" means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled "Outstanding Balance" on the Payment Schedule.

"Payment Schedule" means, with respect to each Lease, the Payment Schedule attached to and made a part of the related Equipment Schedule and substantially in the form of *Exhibit B* attached to this Agreement.

"Prepayment Price" means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled "Prepayment Price" on the Payment Schedule.

"Principal Portion" means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled "Principal Portion" on the Payment Schedule.

"Related Documents" means, with respect to each Lease, the Lease, this Agreement and, if applicable, the related Escrow Agreement, each as may be amended and supplemented.

"Renewal Terms" means, with respect to each Lease, the consecutive renewal terms of such Lease as specified in the related Equipment Schedule, the first of which commences immediately after the end of the Original Term and each having a duration and a term coextensive with each successive fiscal year of Lessee; *provided* that the final such Renewal Term shall commence on the first day of the last such fiscal year and end on the first business day after the last scheduled Rental Payment Date.

"Rental Payment Date" means, with respect to each Lease, each date on which Lessee is required to make a Rental Payment under such Lease as specified in the related Payment Schedule.

"Rental Payments" means, with respect to each Lease, the basic rental payments payable by Lessee on the Rental Payment Dates and in the amounts as specified in the related Payment Schedule, consisting of a principal component and an interest component, and in all cases sufficient to repay the principal component under such Lease and interest thereon at the applicable Contract Rate (or Taxable Rate if then in effect).

"SEC" means the U.S. Securities and Exchange Commission.

"State" means the State of _____.

"Taxable Rate" means, with respect to each Lease, for each day that the interest component of Rental Payments is taxable for Federal income tax purposes, an interest rate equal to the Contract Rate plus a rate sufficient such that the total interest to be paid on any Rental Payment Date would, after such interest was reduced by the amount of any Federal, state or local income tax (including any interest, penalties or additions to tax) actually imposed thereon, equal the amount of interest otherwise due to Lessor.

"Vendor" means the manufacturer, installer or supplier of the Equipment listed in an Equipment Schedule or any other person as well as the agents or dealers of the manufacturer, installer or supplier with whom Lessee arranged Lessee's acquisition, installation, maintenance and/or servicing of the Equipment pursuant to the applicable Lease.

"Vendor Agreement" means any contract entered into by Lessee and any Vendor for the acquisition, installation, maintenance and/or servicing of the Equipment under a Lease.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows:

(a) Lessee is [the State] [a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State], with full power and authority to enter into the Related Documents and the transactions contemplated thereby and to perform all of its obligations thereunder.

(b) Lessee has duly authorized the execution and delivery of the Related Documents by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Related Documents.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to any Lease.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a [city] [county] [school district] [special district] [body corporate and politic] of the State.

(e) Lessee has complied with such procurement and public bidding requirements as may be applicable to the Related Documents and the acquisition and installation by Lessee of the Equipment as provided in each Lease.

(f) During the Lease Term under each Lease, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid under the related Lease.

(g) Lessee has kept, and throughout the Lease Term of each Lease shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within two hundred seventy (270) days after the end of its fiscal year, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) upon Lessor's request, its annual budget for any prior or current fiscal year or for the following fiscal year when approved but not later than thirty (30) days prior to the end of its current fiscal year. The financial statements described in this subsection (g)(i) shall be accompanied by an unqualified opinion of Lessee's independent auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment listed on each Equipment Schedule and expects to make immediate use of the Equipment listed on each Equipment Schedule. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the related Lease Term.

(i) The payment of the Rental Payments or any portion thereof is not (under the terms of any Lease or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount relating to any Lease will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee's financial condition or impairs its ability to perform its obligations

under the Related Documents. Lessee will, at its expense, maintain its legal existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's first priority security interest in the Equipment and the Escrow Account and Lessor's rights and benefits under each Lease and related Escrow Agreement.

(k) Lessee is the fee owner of the real estate where the Equipment under each Lease is and will be located (the "*Real Property*") and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such Real Property.

(l) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(m) In connection with the Lessee's compliance with any continuing disclosure undertakings (each, a "*Continuing Disclosure Agreement*") entered into by the Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "*Rule*"), the Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("*EMMA*"), notice of its incurrence of its obligations under the Related Documents and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with the Related Documents, in each case including posting a full copy thereof or a description of the material terms thereof (each such posting, an "*EMMA Posting*"). Except to the extent required by applicable law, including the Rule, the Lessee shall not file or submit or permit the filing or submission of any EMMA Posting that includes the following unredacted confidential information about the Lessor or its affiliates and any Escrow Agent in any portion of such EMMA Posting: address and account information of the Lessor or its affiliates and any Escrow Agent; e-mail addresses telephone numbers, fax numbers, names and signatures of officers, employees and signatories of the Lessor or its affiliates and any Escrow Agent; and the form of Disbursement Request that is attached to the Escrow Agreement.

The Lessee acknowledges and agrees that the Lessor and its affiliates are not responsible for the Lessee's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities or other laws, including but not limited to those relating to the Rule.

ARTICLE III

Section 3.01. Lease of Equipment. Subject to the terms and conditions of this Agreement, Lessor agrees to provide the funds specified in each Lease to be provided by it for Lessee to acquire the Equipment described in the related Equipment Schedule. Upon the execution and delivery of each Lease, Lessor thereby demises, leases and transfers to Lessee, and Lessee thereby acquires, rents and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue each Lease for the next Renewal Term unless Lessee shall have terminated such Lease pursuant to Section 3.03 or Section 10.01 of this Agreement. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease. Each Equipment Schedule signed and delivered by Lessor and Lessee pursuant to this Agreement shall constitute a separate and independent lease and installment purchase of the Equipment therein described.

Section 3.02. Continuation of Lease Term. Lessee intends, subject to Section 3.03 hereof, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments due thereunder. Lessee affirms that sufficient funds are legally available for the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of each Lease can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due under each Lease, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the Lease Term for any Renewal Term for each Lease is within the sole discretion of the governing body of Lessee.

Section 3.03. Non-appropriation. Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made during Lessee's then current fiscal year from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term thereunder. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section 3.03, Lessee agrees to cease use of the Equipment thereunder and peaceably remove and deliver to Lessor, at Lessee's sole expense (from legally available funds), such Equipment to Lessor at the location(s) to be specified by Lessor on or before the end of the applicable Original Term or Renewal Term for which Rental Payments have been appropriated for the applicable Lease (each, a "*Non-Appropriation Return Date*"). Lessor may

take whatever action at law or in equity as may be necessary or desirable to enforce Lessee's obligations in the immediately preceding sentence. Without limiting or reducing in any way Lessee's obligations in the second preceding sentence or Lessor's rights in the immediately preceding sentence, if the Lessee fails to return the Equipment to Lessor on or before the applicable Non-Appropriation Return Date pursuant to this Section 3.03, Lessee shall pay month-to-month rent at the Contract Rate (or the Taxable Rate if then in effect) set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment thereunder pursuant to this Section 3.03.

Section 3.04. Conditions to Lessor's Performance. (a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to any Lease, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, the following:

- (i) A fully completed Equipment Schedule, executed by Lessee;
- (ii) If an Escrow Account is to be established with respect to such Lease, an Escrow Agreement substantially in the form attached hereto as *Exhibit I*, satisfactory to Lessor and executed by Lessee and the Escrow Agent;
- (iii) A certified copy of a resolution, ordinance or other official action of Lessee's governing body, substantially in the form attached hereto as *Exhibit C-1A* or *Exhibit C-1B*, as applicable, authorizing the execution and delivery of this Agreement and the applicable Lease and related Escrow Agreement, if any, entered into pursuant hereto and performance by Lessee of its obligations under this Agreement and the applicable Lease and related Escrow Agreement, if any, entered into pursuant hereto;
- (iv) A Certificate completed and executed by the Clerk or Secretary or other comparable officer of Lessee, substantially in the form attached hereto as *Exhibit C-2A* or *Exhibit C-2B*, as applicable, completed to the satisfaction of Lessor;
- (v) An opinion of counsel to Lessee, substantially in the form attached hereto as *Exhibit D*, and otherwise satisfactory to Lessor;
- (vi) Evidence of insurance as required by Section 7.02 hereof;
- (vii) All documents, including financing statements, affidavits, notices and similar instruments, which Lessor deems necessary or appropriate at that time pursuant to Section 6.02 hereof;
- (viii) A waiver or waivers of interest in the Equipment from any mortgagee or any other party having an interest in the real estate on which the Equipment will be located and/or landlord of the real estate on which the Equipment will be located;

(ix) If Lessee has designated the Lease then being entered into as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code, a certificate substantially in the form attached hereto as *Exhibit G* executed by an authorized official of Lessee;

(x) A copy of the Form 8038-G with respect to the Lease then being entered into, fully completed and executed by Lessee;

(xi) In the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty (60) days prior to the Commencement Date for the Lease then being entered into, evidence of the adoption of a reimbursement resolution or other official action covering the reimbursement from tax exempt proceeds of expenditures incurred not more than sixty (60) days prior to the date of such resolution;

(xii) If any items of Equipment are motor vehicles, properly completed certificates of title or certificates of origin (or applications therefor) for such vehicles with Lessor’s interest noted thereon in accordance with the instructions of Lessor;

(xiii) Copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to Equipment has passed to Lessee), to the extent required by Section 5.01(b) hereof;

(xiv) Wire instructions for payments to be made to Vendors and Form W-9 from each such Vendor; and

(xv) Such other items as are set forth in the related Equipment Schedule or are reasonably required by Lessor.

(b) In addition to satisfaction of the conditions set forth in subsection (a) of this Section 3.04, the performance by Lessor of any of its obligations under the Related Documents shall be subject to: (i) no Material Adverse Change having occurred since the date of this Agreement, (ii) no Event of Default having occurred and then be continuing under any Lease then in effect, (iii) no Event of Non-appropriation under any Lease then in effect having occurred or being threatened, and (iv) no Lease having been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

(c) Subject to satisfaction of the foregoing, (i) Lessor will pay the Acquisition Amount for Equipment described in an Equipment Schedule to the Vendor or reimburse Lessee for its prior expenditures with respect to such Equipment (subject to satisfaction of Section 3.04(a)(xi) hereof), upon receipt of the documents described in Sections 5.01(a) and (b) hereof; or (ii) if an Escrow Account is being established with respect to the related Lease, Lessor will deposit the Acquisition Amount for Equipment described in the applicable Equipment Schedule with the Escrow Agent to be held and disbursed pursuant to the related Escrow Agreement.

(d) This Agreement is not a commitment by Lessor or Lessee to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor or Lessee to enter into any proposed Lease, it being understood that whether Lessor or Lessee enters into any proposed Lease shall be a decision solely within their respective discretion.

(e) Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

(f) In the event of any conflict in terms between an Equipment Schedule and this Agreement, the terms of the Equipment Schedule shall control in the interpretation of the Lease created thereby.

Section 3.05 Evidence of Filing Form 8038-G. As soon as it is available, with respect to each Lease under this Agreement, Lessee shall provide to Lessor evidence that it, or its paid preparer, has filed the Form 8038-G for the applicable Lease with the Internal Revenue Service by delivering to Lessor proof of mailing such Form 8038-G. Notwithstanding anything to the contrary in this Agreement or the applicable Lease, it shall not be an Event of Default hereunder or thereunder if Lessee does not provide to Lessor evidence that it (or its paid preparer) filed the Form 8038-G for the applicable Lease with the Internal Revenue Service.

ARTICLE IV

Section 4.01. Rental Payments. Subject to Section 3.03 of this Agreement, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the Rental Payment Dates and in such amounts as provided in each Lease. If any Rental Payment or other amount payable hereunder is not paid within ten (10) days of its due date, Lessee shall pay an administrative late charge of five percent (5%) of the amount not timely paid or the maximum amount permitted by law, whichever is less. Lessee shall not permit the Federal Government to guarantee any Rental Payments under any Lease. Rental Payments consist of principal and interest components as more fully detailed on the Payment Schedule for each Lease, the interest on which begins to accrue as of the Commencement Date for each such Lease.

Section 4.02. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the applicable Lease Term.

Section 4.03. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained in this Agreement or in any Lease constitute a pledge of the general tax revenues, funds or moneys of Lessee.

Section 4.04. Rental Payments to be Unconditional. Except as provided in Section 3.03 of this Agreement, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in each Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, disputes with the Lessor or the Vendor of any Equipment, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances or failure of any Vendor to deliver any Equipment or otherwise perform any of its obligations for whatever reason, including bankruptcy, insolvency, reorganization or any similar event with respect to any Vendor.

Section 4.05 Tax Covenants. Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes. In connection with the foregoing, Lessee hereby agrees that (a) so long as any Rental Payments under a Lease remain unpaid, moneys on deposit in the Escrow Account under any Escrow Agreement related to such Lease shall not be used in a manner that will cause such Lease to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code; and (b) Lessee shall rebate, from funds legally available for the purpose, an amount equal to excess earnings on the Escrow Account under any Escrow Agreement to the Federal Government if required by, and in accordance with, Section 148(f) of the Code, and make the determinations and maintain the records required by the Code.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability with respect to a Lease, the interest component of Rental Payments under such Lease and any charge on Rental Payments or other amounts payable based on the Contract Rate shall have accrued and be payable at the Taxable Rate applicable to such Lease retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for Federal income tax purposes (which retroactive date for such Lease shall be the earliest date as of which the interest component of any Rental Payment for such Lease is deemed includible in the gross income of the owner or owners thereof for Federal income tax purposes, which may be earlier than the date of delivery of such determination by the Internal Revenue Service), and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in the related Lease.

For purposes of this Section, "*Event of Taxability*" means the circumstance of the interest component of any Rental Payment paid or payable pursuant to a Lease becoming includible for Federal income tax purposes in an owner's gross income as a consequence of any act, omission or event whatsoever, including but not limited to the matters described in the immediately succeeding sentence, and regardless of whether the same was within or beyond the control of Lessee. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lessor or Lessee of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; or (c) receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment under a Lease has become includable in the gross income of the owner thereof for Federal income tax purposes. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for Federal income tax purposes.

Section 4.07. Mandatory Prepayment. If the Acquisition Amount for a Lease is deposited into an Escrow Account, any funds not applied to Equipment Costs and remaining in such Escrow Account on the earlier of (a) the expiration of the applicable Acquisition Period, (b) the date on which Lessee delivers to the Lessor the executed Disbursement Request to effect the final disbursement to pay (or reimburse) Equipment Costs from such Escrow Account or (c) a termination of the Escrow Account as provided in the Escrow Agreement shall be applied by Lessor on each successive Rental Payment Date thereafter to pay all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the applicable unpaid Principal Portion of Rental Payments owing under the related Lease in the inverse order of the Rental Payment Dates.

ARTICLE V

Section 5.01. Acquisition, Delivery Installation and Acceptance of Equipment. (a) With respect to each Lease, Lessee shall order the Equipment to be acquired and financed thereunder, cause the Equipment to be delivered and installed at the location specified in such Lease and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment listed in a Lease has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor a Final Acceptance Certificate in the form attached hereto as *Exhibit E*; *provided, however*, that if an Escrow Account has been established with respect to such Lease as provided in Section 3.04 hereof, Lessee shall execute and deliver Disbursement Requests to the Lessor pursuant to the related Escrow Agreement for the purpose of effecting disbursements from the Escrow Account to pay (or reimburse) Equipment Costs for the Equipment so acquired and installed pursuant to such Lease. In connection with the execution and delivery by Lessee to Lessor of the final

Disbursement Request under the applicable Escrow Agreement for a Lease, Lessee shall deliver to Lessor a "Final Acceptance Certificate" in the form attached hereto as *Exhibit E*.

(b) (i) With respect to a Lease entered into without an Escrow Agreement, Lessee shall deliver to Lessor copies of invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. Lessee shall execute and deliver to Lessor an Equipment Schedule pursuant to Section 3.04(a)(i) within 5 business days of receipt from Lessor, subject to satisfaction of the conditions set forth in Section 3.04.

(ii) With respect to a Lease entered into with an Escrow Agreement, Lessor shall prepare an Equipment Schedule. In connection with the execution and delivery of the related Escrow Agreement, Lessee shall execute and deliver to Lessor such Equipment Schedule pursuant to Section 3.04(a)(i) within 5 business days of receipt, subject to satisfaction of the conditions set forth in Section 3.04. Lessee shall deliver to Lessor together with each Disbursement Request invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale or other evidence of title transfer to Lessee relating to each item of Equipment accepted by Lessee as evidenced by such Disbursement Request. Once approved, Lessor shall deliver such Disbursement Request to the Escrow Agent for disbursement from the Escrow Account in accordance with the Escrow Agreement.

Section 5.02. Quiet Enjoyment of Equipment. So long as no Event of Default exists under the related Lease, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term under such Lease.

Section 5.03. Location; Inspection. Once installed, no item of the Equipment will be moved or relocated from the location (or the base location with respect to motor vehicles) specified for it in the related Lease without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee shall not install, use, operate or maintain the Equipment (or cause the Equipment to be installed, used, operated or maintained) improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body, including, without limitation, all anti-money laundering laws and regulations; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under the related Lease.

Lessee agrees that it shall maintain, preserve and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer. Lessor shall

have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for in Sections 3.03 and 12.02(b) of this Agreement.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lessor.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Lease Term under each Lease, and so long as Lessee is either not in default under Article XII hereof or an Event of Non-appropriation has not occurred, all right, title and interest in and to each item of the Equipment under the related Lease shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions hereof and under the applicable Lease. Lessee shall at all times protect and defend, at its own cost and expense, its title, and Lessor's first priority security interest, in and to the Equipment (and Lessor's other Collateral as defined in Section 6.02 hereof) from and against all claims, liens and legal processes of its creditors, and keep all Equipment (and such other Collateral) free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default under a Lease or upon termination of a Lease pursuant to Section 3.03 hereof, full and unencumbered legal title to the Equipment shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 3.03 or 12.02 of this Agreement, as applicable. Upon payment of all amounts due and owing under a Lease by Lessee in accordance with Section 10.01 hereof (including upon payment of all Rental Payments and other amounts payable under such Lease), Lessor's security interest or other interest in the Equipment under such Lease shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security interest in the Equipment subject to the related Lease.

Section 6.02. Security Interest. As additional security for the payment and performance of all of Lessee's obligations under each Lease, upon the execution of such Lease, Lessee hereby grants to Lessor a first priority security interest constituting a first lien on (a) the Equipment subject to such Lease, (b) moneys and investments held from time to time in any related Escrow Account and (c) any and all proceeds of any of the foregoing, including, without limitation, insurance proceeds (collectively, the "Collateral"). Upon the execution of each Lease, Lessee authorizes Lessor to file (and Lessee agrees to execute, if applicable) such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Collateral, including, without limitation, such financing statements with respect to personal

property and fixtures under Article 9 of the Uniform Commercial Code in effect in the State and treating such Article 9 as applicable to entities such as Lessee.

Section 6.03. Personal Property; No Encumbrances. Lessee agrees that the Equipment is deemed to be and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment under a Lease is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; *provided*, that if Lessor or its assigns is furnished with a waiver of interest in the Equipment under such Lease acceptable to Lessor or its assigns in their respective discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not be unreasonably withheld.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment under each Lease free of all levies, liens, and encumbrances except those created by such Lease. The parties to this Agreement contemplate that the Equipment under each Lease will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the lease, sale, purchase, operation, use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the operation, use and maintenance of the Equipment. Lessee shall pay such taxes, assessments or charges as the same may become due; *provided* that, with respect to any such taxes, assessments or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term under the affected Lease. During the Lease Term under each Lease, Lessor will not claim ownership of the Equipment thereunder for the purposes of any tax credits, benefits or deductions with respect to such Equipment.

Section 7.02. Insurance. Lessee shall, during the Lease Term under each Lease, maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the greater of (i) the then applicable Casualty Value of the Equipment under such Lease or (ii) the replacement cost of such Equipment; (b) liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability for bodily injury and property damage coverage (i) in such coverage amounts as may be required by Lessor for the applicable Equipment or (ii) in such minimum coverage amounts as may be agreed upon between Lessor and Lessee in connection with the execution and delivery of a Lease, and in all events under clauses (a) and (b) issued in form and amount satisfactory to Lessor and by

an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better; and (c) worker's compensation coverage as required by the laws of the State. Notwithstanding the foregoing, Lessee may self-insure against the risks described in clauses (a) and/or (b) through a government pooling arrangement, self-funded loss reserves, risk retention program or other self-insurance program, in each case with Lessor's prior consent (which Lessor may grant, withhold or deny in its sole discretion) and *provided* that Lessee has delivered to Lessor such information as Lessor may request with respect to the adequacy of such self-insurance to cover the risks proposed to be self-insured and otherwise in form and substance acceptable to Lessor. In the event Lessee is permitted, at Lessor's sole discretion, to self-insure as provided in this Section 7.02, Lessee shall provide to Lessor a self-insurance letter in substantially the form attached hereto as *Exhibit F*. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term under each Lease. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least thirty (30) days in advance of such cancellation or modification.

Section 7.03. Risk of Loss. Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment under any Lease from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment under any Lease shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under any Lease. Whether or not covered by insurance or self-insurance, Lessee hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into this Agreement or any Lease or any of the transactions contemplated hereby or thereby, (b) the ordering, acquisition, ownership, use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment under any Lease, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment under any Lease resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee under or in connection with this Agreement or any Lease or any material misrepresentation provided by Lessee under or in connection with this Agreement or any Lease. The provisions of this Section 7.03 shall continue in full force and effect notwithstanding the full payment of all obligations under any or all Leases or the termination of the Lease Term under any or all Leases for any reason.

Section 7.04. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order or shall fail to maintain any insurance required by Section 7.02 hereof, Lessor may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term under the affected Lease, and Lessee covenants and agrees to pay such amounts so advanced

by Lessor with interest thereon from the due date until paid at a rate equal to the Contract Rate (or the Taxable Rate if then in effect) *plus* five percent (5%) per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII

Section 8.01. Damage, Destruction and Condemnation. If, prior to the termination of the Lease Term under the related Lease, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment or such part thereof and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee or (ii) Lessee shall exercise its option to prepay the obligations under the affected Lease in accordance with Section 10.01(b) hereof.

If Lessee elects to replace any item of the Equipment (the "*Replaced Equipment*") pursuant to this Section 8.01, the replacement equipment (the "*Replacement Equipment*") shall be new or of a quality type, utility and condition at least as good as the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment as determined and approved by Lessor in its sole discretion. Lessee shall grant to Lessor a first priority security interest in any such Replacement Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor's security interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment Date after the occurrence of a casualty event, or be required to prepay the obligations under the related Lease with respect to the damaged Equipment for an amount that shall be determined and approved by Lessor in its sole discretion.

For purposes of this Article VIII, the term "*Net Proceeds*" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or

cause to be paid to Lessor the amount of the then applicable Casualty Value under the related Lease *plus* all other amounts then owing thereunder, and, upon such payment, the applicable Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds remaining, if any, after completing such repair, restoration, modification or improvement or after paying such Casualty Value for such Lease *plus* all other amounts then owing thereunder shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section 8.02, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of any of the Equipment under each Lease, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment under each Lease shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, any Lease, any Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement or any Lease.

Section 9.02. Vendor Agreements; Warranties. Lessee covenants that it shall not in any material respect amend, modify, rescind or alter any Vendor Agreement for any Lease without the prior written consent of Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term under each Lease, so long as Lessee shall not be in default under such Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against a Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the applicable Vendor of the Equipment and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to any Lease, including the right to receive full and timely Rental Payments and other payments under each Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to any of the Equipment under each Lease.

ARTICLE X

Section 10.01. Prepayment; Payment in Full.

(a) *Prepayment.* Lessee shall have the option to prepay or satisfy all, but not less than all, of its obligations under a Lease, at the following times and upon the following terms:

(i) *Optional Prepayment.* From and after the date specified (if any) in the applicable Payment Schedule (the "*Prepayment Option Commencement Date*"), on the Rental Payment Dates specified in such Payment Schedule, upon not less than thirty

(30) days prior written notice, and upon payment in full of the sum of all Rental Payments then due under the related Lease *plus* the then applicable Prepayment Price, which may include a prepayment premium on the unpaid Outstanding Balance as set forth in such Payment Schedule *plus* all other amounts then owing thereunder; or

(ii) *Casualty or Condemnation Prepayment.* In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the prepayment option (which shall be the earlier of the next Rental Payment Date or sixty (60) days after the casualty event) upon payment in full to Lessor of (A) in the event such prepayment occurs on a Rental Payment Date, the sum of (i) all Rental Payments then due under such Lease *plus* (ii) the then applicable Casualty Value for such Lease *plus* (iii) all other amounts then owing thereunder OR, (B) in the event such prepayment for such Lease occurs on a date other than a Rental Payment Date, the sum of (i) the applicable Casualty Value shown on the Payment Schedule for such Lease for the Rental Payment Date immediately preceding the applicable date of such prepayment (or if the date of such prepayment occurs prior to the first Rental Payment Date for such Lease, the earliest Casualty Value shown on the related Payment Schedule) *plus* (ii) accrued interest at the Contract Rate (or the Taxable Rate if then in effect) on the Outstanding Balance as of the Rental Payment Date immediately preceding the applicable date of such prepayment from such Rental Payment Date (or if the date of such prepayment occurs prior to the first Rental Payment Date, the Commencement Date for such Lease) to the date of such prepayment *plus* (iii) all other amounts then owing thereunder.

(b) *Payment in Full.* Upon the expiration of the Lease Term under a Lease, the payment in full of all Rental Payments then due and all other amounts then owing under such Lease by Lessee to Lessor.

(c) Lessor's security interests in and to the related Equipment under such Lease will be terminated and Lessee will own such Equipment free and clear of Lessor's security interest in such Equipment after either (i) payment of either (A) the applicable Prepayment Price and all other amounts then owing under a Lease in accordance with Section 10.01(a)(i) of this Agreement or (B) the applicable Casualty Value and all other amounts then owing under a Lease in accordance with Section 10.01(a)(ii) of this Agreement or (ii) upon the expiration of the Lease Term of a Lease and payment in full of all Rental Payments then due and all other amounts then owing thereunder in accordance with Section 10.01(b) of this Agreement.

ARTICLE XI

Section 11.01. Assignment by Lessor. (a) Lessor's right, title and interest in and to the Rental Payments and any other amounts payable by Lessee under any and all of the Leases and the Escrow Agreement relating to any Lease, its security interest in the Equipment subject to the related Lease and in any related Escrow Account, and all proceeds therefrom (collectively, with respect to each Lease and related Escrow Agreement, the "*Related Assigned Rights*"), may be assigned and reassigned by Lessor at any time, in whole or in part, to one or more assignees or sub-assignees

without the necessity of obtaining the consent of Lessee; *provided*, that any such assignment, transfer or conveyance (i) shall be made only to investors each of whom Lessor reasonably believes is a “*qualified institutional buyer*” as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, or an “*accredited investor*” as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended, and in either case is purchasing the Related Assigned Rights (or any interest therein) for its own account with no present intention to resell or distribute such Related Assigned Rights (or interest therein), subject to each investor’s right at any time to dispose of the Related Assigned Rights (or any interest therein) as it determines to be in its best interests, (ii) shall not result in more than 35 owners of the Related Assigned Rights with respect to a Lease or the creation of any interest in the Related Assigned Rights with respect to a Lease in an aggregate principal component that is less than \$100,000 and (iii) shall not require Lessee to make Rental Payments, to send notices or otherwise to deal with respect to matters arising under the Related Assigned Rights with respect to a Lease with or to more than one Lease Servicer (as such term is defined below), and any trust agreement, participation agreement or custodial agreement under which multiple ownership interests in the Related Assigned Rights with respect to a Lease are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, trustee, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees (herein referred to as the “*Lease Servicer*”) to act on their behalf with respect to the Related Assigned Rights with respect to a Lease, including with respect to the exercise of rights and remedies of Lessor on behalf of such owners upon the occurrence of an Event of Default or an Event of Non-appropriation under the related Lease. Lessor and Lessee hereby acknowledge and agree that the restrictions and limitations on transfer as provided in this Section 11.01 shall apply to the first and subsequent assignees and sub-assignees of any of the Related Assigned Rights with respect to a Lease (or any interest therein).

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective as against Lessee until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided*, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, participation interests, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank, trust company or other entity that acts as the Lease Servicer for such Lease. Notices of assignment provided pursuant to this Section 11.01(b) shall contain a confirmation of compliance with the transfer requirements imposed by Section 11.01(a) hereof. During the Lease Term under each Lease, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees or Lease Servicer last designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or any Vendor. Assignments in part may include, without limitation, assignment of all of Lessor’s security interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment and all of Lessor’s security interest in and to the related Escrow Account, or all rights in, to and under the related Escrow Agreement.

(c) If Lessor notifies Lessee of its intent to assign a Lease, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment with respect to such Lease, substantially in the form of *Exhibit H* attached hereto, within five (5) business days after its receipt of such request.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement, any Lease or any portion of the Equipment, any Escrow Agreement or the Escrow Account related thereto may be assigned, encumbered or subleased by Lessee for any reason, and any purported assignment, encumbrance or sublease without Lessor's prior written consent shall be null and void.

ARTICLE XII

Section 12.01. Events of Default Defined. Any of the following events shall constitute an "Event of Default" under a Lease:

(a) Failure by Lessee to (i) pay any Rental Payment or other payment required to be paid under any Lease within ten (10) days of the date when due as specified therein, (ii) maintain insurance as required under such Lease (including Section 7.02 of this Agreement, which is incorporated therein), or (iii) observe and perform any covenant, condition or agreement on its part to be observed or performed under Section 6.01 or 6.02 hereof for any Lease;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement contained in this Agreement or any Lease on its part to be observed or performed, other than as referred to in subsection (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; *provided that*, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or any Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by Lessor or any affiliate of Lessor (including, without limitation, the occurrence of any Event of Default under any other Lease), or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of \$100,000.00;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable Federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, moratorium or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists under any Lease, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps with respect to any or all Leases with an Event of Default under this Agreement, including those with an Event of Default pursuant to Section 12.01(d) (each a “*Defaulted Lease*”):

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to one or more Defaulted Leases and other amounts payable by Lessee under each such Defaulted Lease to the end of the then current Original Term or Renewal Term to be immediately due and payable;

(b) With or without terminating the Lease Term under any one or more Defaulted Leases, Lessor may enter the premises where the Equipment listed in any one or more of each such Defaulted Leases is located and retake possession of such Equipment or require Lessee at Lessee’s expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee pursuant to each such Defaulted Lease and other amounts related to each such Defaulted Lease that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under each such Defaulted Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer’s and attorney’s fees), subject, however, to the provisions of Section 3.03 of this Agreement. The exercise of any such remedies respecting any such Event of Default under any such Defaulted Lease shall not relieve Lessee of any other liabilities under each such Defaulted Lease or any other Lease that

Lessor determines not to treat as a Defaulted Lease or with respect to the Equipment listed therein;

(c) Lessor may terminate the Escrow Agreement relating to any one or more of such Defaulted Leases and apply any proceeds in each such applicable Escrow Account thereunder to the Rental Payments scheduled to be paid under any one or more of such Defaulted Leases as Lessor shall determine; and/or

(d) Lessor may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under any one or more of such Defaulted Leases or each such Escrow Agreement relating thereto or as a secured party in any or all of the Equipment subject to any one or more of such Defaulted Leases or with respect to the related Escrow Account for one or more of such Defaulted Leases.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder and/or under any Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article XII it shall not be necessary to give any notice other than such notice as may be required in this Article XII.

Section 12.04. Application of Moneys. Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Defaulted Lease, Equipment listed in such Defaulted Lease or rights thereunder, then to amounts due pursuant to such Defaulted Lease and to other amounts related to such Defaulted Lease or such Equipment.

(b) If such remedy is exercised with respect to more than one Defaulted Lease, Equipment listed in more than one Defaulted Lease or rights under more than one Defaulted Lease, then to amounts due pursuant to one or more of such Defaulted Leases as Lessor shall determine and distribute on a pro rata basis or on such other basis as Lessor shall determine.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications under this Agreement or any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile

transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. This Agreement and each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof or thereof.

Section 13.04. Amendments, Changes and Modifications. This Agreement and each Lease may only be amended by Lessor and Lessee in writing.

Section 13.05. Execution in Counterparts. This Agreement and each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided* that only Counterpart No. 1 of each Lease (including the terms and provisions of this Agreement incorporated therein by reference) shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

Section 13.06. Applicable Law; Venue; Waiver of Jury Trial. This Agreement and each Lease shall be governed by and construed in accordance with the laws of the State. The parties hereto consent and submit to the jurisdiction of the State and venue in any state or Federal court of such State for the purposes of any suit, action or other proceeding arising in connection with this Agreement or any Lease, and each party expressly waives any objections that it may have to the venue of such courts. The parties hereto expressly waive any right to trial by jury in any action brought on or with respect to this Agreement or any Lease.

Section 13.07. Captions. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease.

Section 13.08. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated by this Agreement and each Lease thereunder (including in connection with any amendment, waiver or other modification hereof or of any other related document), the Lessee acknowledges and agrees that: (a) (i) the transactions regarding this Agreement and each Lease thereunder provided by the Lessor and any affiliate thereof are arm's-length commercial transactions between the Lessee, on the one hand, and the Lessor and its affiliates, on the other hand, (ii) the Lessee has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Lessee is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement and each Lease thereunder and by the other related documents; (b) (i) the Lessor and its affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent

or fiduciary, for the Lessee, or any other person and (ii) neither the Lessor nor any of its affiliates has any obligation to the Lessee with respect to the transactions contemplated by this Agreement and each Lease thereunder except those obligations expressly set forth herein and in the other related documents; and (c) the Lessor and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Lessee, and neither the Lessor nor any of its affiliates has any obligation to disclose any of such interests to the Lessee. To the fullest extent permitted by law, the Lessee, hereby waives and releases any claims that it may have against the Lessor or any of its affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated by this Agreement and each Lease thereunder.

Section 13.09. Entire Agreement. The parties agree that this Agreement and each Lease hereunder constitutes the final and entire agreement between the parties superseding all conflicting terms or provisions of any prior proposals, term sheets, solicitation documents, requests for proposals, award notices, approval letters or any other agreements or understandings between the parties.

Section 13.10. Electronic Signatures. The Related Documents may be executed and delivered by facsimile signature or other electronic or digital means (including, without limitation, Adobe's Portable Document Format ("PDF")). Any such signature shall be of the same force and effect as an original signature, it being the express intent of the parties to create a valid and legally enforceable contract between them. The exchange and delivery of the Related Documents and the related signature pages via facsimile or as an attachment to electronic mail (including in PDF) shall constitute effective execution and delivery by the parties and may be used by the parties for all purposes. Notwithstanding the foregoing, at the request of either party, the parties hereto agree to exchange inked original replacement signature pages as soon thereafter as reasonably practicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Master Equipment Lease/Purchase Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:
Bank of America, National Association
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration
Fax No.: (443) 541-3057

LESSEE:

Attention: _____
Fax No.: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Signature Page of Master Equipment Lease/Purchase Agreement

LIST OF EXHIBITS

Exhibit A-1	Form of Equipment Schedule – General Equipment
Exhibit A-2	Form of Equipment Schedule – Energy Services Equipment
Exhibit B	Form of Payment Schedule
Exhibit C-1A	Form of Authorizing Resolution (Agreement)
Exhibit C-1B	Form of Authorizing Resolution (Lease)
Exhibit C-2A	Form of Incumbency and Authorization Certificate (Agreement)
Exhibit C-2B	Form of Incumbency and Authorization Certificate (Lease)
Exhibit D	Form of Opinion of Counsel to Lessee
Exhibit E	Form of Final Acceptance Certificate
Exhibit F	Form of Self-Insurance Certificate
Exhibit G	Form of Bank Qualification Certificate
Exhibit H	Form of Notice and Acknowledgement of Assignment
Exhibit I	Form of Escrow and Account Control Agreement

EXHIBIT A-1

FORM OF EQUIPMENT SCHEDULE NO. _____ - GENERAL EQUIPMENT

Re: Master Equipment Lease/Purchase Agreement, dated as of _____,
between Bank of America, National Association, a national banking
association, as Lessor, and _____, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the "*Agreement*").

2. *Equipment.* For purposes of the Lease created hereby, the following items of Equipment are hereby included under this Equipment Schedule together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement.

QUANTITY	DESCRIPTION	SERIAL NO.	MODEL NO.	LOCATION
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3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Payment Schedule attached to this Equipment Schedule and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee's obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Equipment Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, or (ii) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in this Equipment Schedule pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the "*Commencement Date*").

(b) *Prepayment Price Schedule.* The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the "Prepayment Price" column of

the Payment Schedule attached to this Equipment Schedule *plus* all Rental Payments then due (including the Rental Payment due on such Rental Payment Date) *plus* all other amounts then owing under this Equipment Schedule.

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and this Equipment Schedule; (f) the Equipment listed in this Equipment Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Agreement (other than to the extent that they relate solely to other Equipment Schedules or Equipment listed on other Equipment Schedules) are hereby incorporated into this Equipment Schedule by reference and made a part hereof.

[OPTION: IF ESCROW AGREEMENT IS USED:

6. *Acquisition Amount.* The Acquisition Amount that Lessor shall pay to the Escrow Agent for deposit into the Escrow Account in connection with this Equipment Schedule is \$ _____. It is expected that by [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Equipment Schedule No. _____, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Equipment Schedule.

OR IF VENDOR PAID DIRECTLY USE:

6. *Acquisition Amount.* The Acquisition Amount for the Equipment listed in this Equipment Schedule to be paid to the Vendor (or reimbursed to Lessee) is \$ _____.]

[OPTION: IF ESCROW AGREEMENT IS USED:

7. *Acquisition Period.* The Acquisition Period applicable to this Equipment Schedule shall end at the conclusion of the ____ month following the date hereof.]

[OPTION: IF ESCROW AGREEMENT IS USED AND A SURETY BOND IS REQUIRED:

[8.] *Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties.* Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment listed in this Equipment Schedule, a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment listed in this Equipment Schedule and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Vendor's obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Equipment Schedule, and any remaining amounts shall be payable to Lessee.

In the event of a material default of any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment listed in this Equipment Schedule or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to such Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations under this Equipment Schedule.

As a prerequisite to the performance by Lessor of any of its obligations under this Equipment Schedule, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, a certified copy of each Surety Bond satisfying the conditions set forth in this Section ____, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date of this Equipment Schedule, provided however, that no "Disbursement Request" pursuant to the Escrow Agreement for this Equipment Schedule shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in this Section _____ have been delivered to Lessor.

[7][8][9].*Lease Term.* The Lease Term shall consist of the Original Term and ____ consecutive Renewal Terms, with the final Renewal Term ending on _____, subject to earlier termination pursuant to the Agreement.

[OPTION: IF MOTOR VEHICLES ARE BEING FINANCED:

[8][9][10]. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

- (a) *Registered Owner:* _____
- (b) *Lienholder:* Bank of America, National Association
Bank of America Plaza
600 Peachtree Street NE, 11th Floor
Atlanta, GA 30308-2265

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the Lease Term of the Lease created hereby.

Dated: _____

LESSOR:
Bank of America, National Association
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration
Fax No.: (443) 541-3057

LESSEE:

Attention: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A-2

FORM OF EQUIPMENT SCHEDULE NO. _____ - ENERGY SERVICES EQUIPMENT

Re: Master Equipment Lease/Purchase Agreement, dated as of _____,
between Bank of America, National Association, a national banking
association, as Lessor, and _____, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the "*Agreement*").

2. *Equipment.*

(a) Location of Equipment: For purposes of the Lease created hereby, the location of Equipment is set forth below:

(b) Equipment Description (Scope of Work): For purposes of the Lease created hereby, the description of the Equipment and the scope of work is set forth below:

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Payment Schedule attached to this Equipment Schedule and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee's obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Equipment Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, or (ii) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in this Equipment Schedule pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the "*Commencement Date*").

(b) *Prepayment Price Schedule.* The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the "Prepayment Price" column of the Payment Schedule attached to this Equipment Schedule *plus* all Rental Payments then due (including the Rental Payment due on such Rental Payment Date) *plus* all other amounts then owing under this Equipment Schedule.

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and this Equipment Schedule; (f) the Equipment listed in this Equipment Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Agreement (other than to the extent that they relate solely to other Equipment Schedules or Equipment listed on other Equipment Schedules) are hereby incorporated into this Equipment Schedule by reference and made a part hereof.

6. *Acquisition Amount.* The Acquisition Amount that Lessor shall pay to the Escrow Agent for deposit into the Escrow Account in connection with this Equipment Schedule is \$_____. It is expected that by [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Equipment Schedule No. _____, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Equipment Schedule.

7. *Acquisition Period.* The Acquisition Period applicable to this Equipment Schedule shall end at the conclusion of the _____ month following the date hereof.

8. *Additional Representation Regarding the Use and Maintenance of the Equipment; Additional Representation Regarding Damage, Destruction and Condemnation.*

(a) Lessee agrees that it shall (a) proceed promptly, at its expense, to protect its rights and exercise its remedies under any warranty then in effect with respect to the Equipment under this Equipment Schedule; and (b) replace or rebuild any component of the Equipment under this Equipment Schedule that becomes permanently unfit for normal use or inoperable during the Lease Term of this Equipment Schedule (herein, the "*Inoperable Component*") in order to keep the Equipment as a whole in good repair and working order during the Lease Term of this Equipment Schedule. Lessee shall promptly notify Lessor in writing when any component of the Equipment under this Equipment Schedule is reasonably expected within forty-five (45) days to become an Inoperable Component. Lessee shall promptly replace or rebuild the Inoperable Component under

this Equipment Schedule with a similar component of comparable or improved make and model that has at least the equivalent value and utility of the applicable Inoperable Component, a remaining useful life of no less than the remaining Lease Term under this Equipment Schedule and such replacement or rebuilt component shall be in good operating condition.

(b) If Lessee elects to replace any item of the Equipment with Replacement Equipment pursuant to Section 8.01 of the Agreement, in addition to the other requirements set forth in Section 8.01, the Replacement Equipment shall also provide at least the same level of energy and/or operational savings expected in the aggregate from the Replaced Equipment prior to such casualty, destruction or condemnation.

9. *Liability Insurance.* Lessee shall, during the Lease Term under this Equipment Schedule, maintain or cause to be maintained liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits of at least \$5,000,000 per occurrence for bodily injury and property damage coverage (such liability insurance coverage may be in a combination of primary general liability and/or excess liability umbrella coverage).

10. *Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties.* Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment listed in this Equipment Schedule, a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment listed in this Equipment Schedule and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Vendor's obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Equipment Schedule, and any remaining amounts shall be payable to Lessee.

In the event of a material default of any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment listed in this Equipment Schedule or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to such Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations under this Equipment Schedule.

As a prerequisite to the performance by Lessor of any of its obligations under this Equipment Schedule, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, a certified copy of each Surety Bond satisfying the conditions set forth in this Section ____, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date of this Equipment Schedule, provided however, that no "Disbursement Request" pursuant to the Escrow Agreement for this Equipment Schedule shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in this Section _____ have been delivered to Lessor.

11. *Lease Term.* The Lease Term shall consist of the Original Term and ____ consecutive Renewal Terms, with the final Renewal Term ending on _____, subject to earlier termination pursuant to the Agreement.

Dated: _____

LESSOR:
Bank of America, National Association
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration
Fax No.: (443) 541-3057

LESSEE:

Attention: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Counterpart No. ____ of ____ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT B

FORM OF PAYMENT SCHEDULE

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE [including prepayment premium; if applicable]	CASUALTY VALUE [including casualty premium; if applicable]
---------------------------	-----------------------------	---------------------	----------------------	------------------------	---	---

Contract Rate; Taxable Rate. The Contract Rate for this Equipment Schedule is _____% per annum. The Taxable Rate for this Equipment Schedule is _____% per annum.

Prepayment Option Commencement Date. For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date for this Equipment Schedule is _____.

LESSOR:
Bank of America, National Association

LESSEE:
[_____]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT C-1A

FORM OF AUTHORIZING RESOLUTION (AGREEMENT)

A RESOLUTION OF THE GOVERNING BODY OF _____,
AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER
EQUIPMENT LEASE/PURCHASE AGREEMENT AND SEPARATE
EQUIPMENT SCHEDULES THERETO FOR THE ACQUISITION, FINANCING
AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT
WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION
AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION
THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS
NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS
CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, _____ (the "*Lessee*"), a [city] [county] [school district]
[special district] [body corporate and politic] duly organized and existing as a political
subdivision, municipal corporation or similar public entity of the State/Commonwealth of
_____, is authorized by the laws of the State/Commonwealth of _____ to acquire,
finance and lease personal property (tangible and intangible) for the benefit of the Lessee and its
inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the "*Board*") has determined that a need
exists for the acquisition, financing and leasing of certain equipment consisting of
_____, which constitutes personal property necessary for the Lessee to perform
essential governmental functions (collectively, the "*Equipment*") on the terms herein provided;
and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that
certain Master Equipment Lease/Purchase Agreement (the "*Agreement*") with Bank of America,
National Association (or one of its affiliates), as lessor (the "*Lessor*"), substantially in the
proposed form presented to the Board at this meeting, and separate Equipment Schedules thereto
substantially in the form attached to the Agreement; and

WHEREAS, the Board deems it for the benefit of the Lessee and for the efficient and
effective administration thereof to enter into the Agreement and separate Equipment Schedules
thereunder and the other documentation relating thereto from time to time as provided in the
Agreement for the acquisition, financing and leasing of the Equipment to be therein described on
the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee
as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreement (including the form of Equipment Schedule and the form of Payment Schedule, both attached thereto), in the form presented to the Board at this meeting, are in the best interests of the Lessee for the acquisition financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provisions of the Agreement (including the form of Equipment Schedule and the form of Payment Schedule, both attached thereto) are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by _____ [insert title of officials] of the Lessee or other members of the governing body of the Lessee (the "*Authorized Officials*") executing the same, the execution of such documents being conclusive evidence of such approval; and the _____ of the Lessee is hereby authorized and directed to execute, and the _____ of the Lessee is hereby authorized and directed to attest, the Agreement and any related Exhibits attached thereto and to deliver the Agreement (including such Exhibits) to the respective parties thereto, and the _____ of the Lessee is hereby authorized to affix the seal of the Lessee to such documents. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Agreement, each Equipment Schedule thereto under which a separate Lease (as defined in the Agreement) is created, each Payment Schedule attached thereto, any related Escrow Agreement and any related exhibits attached thereto if and when required; *provided, however*, that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rental Payments under all Leases entered into pursuant to the Agreement shall not exceed \$ _____; (b) the maximum term under any Lease entered into pursuant to the Agreement shall not exceed [_____] years; and (c) the maximum interest rate used to determine the interest component of Rental Payments under each Lease shall not exceed the lesser of the maximum rate permitted by law or [_____] percent (____%) per annum. The Authorized Officials may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Agreement on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of [two] years from the date hereof during which the Authorized Officials are authorized to sign and deliver Leases pursuant to the Agreement on the terms and conditions herein provided and to be provided in each such Lease.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Final Acceptance Certificates, Escrow Agreements, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and each Lease.

Section 4. No General Liability. Nothing contained in this Resolution, the Agreement, any Lease, any Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the

Agreement, any Lease, any Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 5. Appointment of Authorized Lessee Representatives. The _____ and _____ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of each Lease and related Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and any Lease or Escrow Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this _____ day of _____.

[_____] ,
as lessee

[SEAL]

By: _____
Printed Name: _____
Title: _____

ATTEST:

By: _____
Printed Name: _____
Title: _____

The undersigned, a duly elected or appointed and acting _____ [Secretary]
[City Clerk] [County Clerk] of the Lessee identified in the above Resolution No. ____ (the
"Resolution"), hereby certifies that the Resolution is a full, true and correct copy of such
Resolution as adopted by the governing body of the Lessee on _____, 20____. The
Resolution is in full force and effect on the date hereof and has not been amended, modified or
otherwise changed by the governing body of the Lessee since the date of adoption of the
Resolution.

DATED this _____ day of _____, 20____.

Name: _____
Title: _____

EXHIBIT C-1B

FORM OF AUTHORIZING RESOLUTION (LEASE)

A RESOLUTION OF THE GOVERNING BODY OF _____,
AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT
SCHEDULE TO THE MASTER EQUIPMENT LEASE/PURCHASE
AGREEMENT FOR THE ACQUISITION, FINANCING AND LEASING OF
CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS
PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF
OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND
AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO
THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS
RESOLUTION.

WHEREAS, _____ (the "*Lessee*"), a [city] [county] [school district]
[special district] [body corporate and politic] duly organized and existing as a political
subdivision, municipal corporation or similar public entity of the State/Commonwealth of
_____, is authorized by the laws of the State/Commonwealth of _____ to acquire,
finance and lease personal property (tangible and intangible) for the benefit of the Lessee and its
inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the "*Board*") has determined that a need
exists for the acquisition, financing and leasing of certain equipment with a cost not to exceed
\$ _____ and consisting of _____, which constitutes personal property
necessary for the Lessee to perform essential governmental functions (collectively, the
"*Equipment*") on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that
certain Equipment Schedule (the "*Equipment Schedule*") with Bank of America, National
Association (or one of its affiliates), as lessor (the "*Lessor*"), substantially in the proposed form
presented to the Board at this meeting, which Equipment Schedule incorporates by reference the
terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of
_____ by and between Lessor and Lessee (the "*Agreement*"); and

WHEREAS, the Board deems it for the benefit of the Lessee and for the efficient and
effective administration thereof to enter into the Equipment Schedule and the other documentation
relating to the acquisition, financing and leasing of the Equipment to be therein described on the
terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee
as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Equipment Schedule and the form of Payment Schedule, in the form presented to the Board at this meeting, are in the best interests of the Lessee for the acquisition financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provisions of the Equipment Schedule and Payment Schedule are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by _____ [insert title of officials]] of the Lessee or other members of the governing body of the Lessee (the "*Authorized Officials*") executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Equipment Schedule under which a separate Lease (as defined in the Agreement) is created, the Payment Schedule attached thereto, the Escrow Agreement and any related exhibits attached thereto.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Lease to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of a Final Acceptance Certificate, the Escrow Agreement, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Lease.

Section 4. No General Liability. Nothing contained in this Resolution, the Lease, the Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Lease, the Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 5. Appointment of Authorized Lessee Representatives. The _____ and _____ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Lease and the Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Lease or the Escrow Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this

Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this _____ day of _____.

[_____] ,
as lessee

[SEAL]

By: _____
Printed Name: _____
Title: _____

ATTEST:

By: _____
Printed Name: _____
Title: _____

The undersigned, a duly elected or appointed and acting _____ [Secretary]
[City Clerk] [County Clerk] of the Lessee identified in the above Resolution No. ____ (the
"Resolution"), hereby certifies that the Resolution is a full, true and correct copy of such
Resolution as adopted by the governing body of the Lessee on _____, 20____. The
Resolution is in full force and effect on the date hereof and has not been amended, modified or
otherwise changed by the governing body of the Lessee since the date of adoption of the
Resolution.

DATED this _____ day of _____, 20____.

Name: _____
Title: _____

EXHIBIT C-2A

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE (AGREEMENT)

The undersigned, a duly elected or appointed and acting _____ [Secretary]
[City Clerk] [County Clerk] of _____ ("*Lessee*") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof; and

B. THE OFFICIALS ARE DULY AUTHORIZED, ON BEHALF OF LESSEE, TO NEGOTIATE, EXECUTE AND DELIVER THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT DATED AS OF _____ (THE "*AGREEMENT*") AND SEPARATE EQUIPMENT SCHEDULES RELATING THERETO FROM TIME TO TIME AS PROVIDED IN THE AGREEMENT (COLLECTIVELY, THE "*EQUIPMENT SCHEDULES*"), EACH BY AND BETWEEN LESSEE AND BANK OF AMERICA, NATIONAL ASSOCIATION ("*LESSOR*"), [THE ESCROW AND ACCOUNT CONTROL AGREEMENT DATED AS OF _____ BY AND AMONG LESSOR, LESSEE AND _____ AS ESCROW AGENT,] ALL DOCUMENTS RELATED THERETO AND DELIVERED IN CONNECTION THEREWITH, AND ANY FUTURE MODIFICATION(S) OR AMENDMENTS THEREOF (COLLECTIVELY, THE "*OPERATIVE AGREEMENTS*"), AND THE OPERATIVE AGREEMENTS EACH ARE THE BINDING AND AUTHORIZED AGREEMENTS OF LESSEE, ENFORCEABLE IN ALL RESPECTS IN ACCORDANCE WITH THEIR RESPECTIVE TERMS.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

DATED: _____

BY: _____

NAME: _____

TITLE: _____

(THE SIGNER OF THIS CERTIFICATE CANNOT BE LISTED ABOVE AS AUTHORIZED TO EXECUTE THE OPERATIVE AGREEMENTS.)

EXHIBIT C-2B

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE (LEASE)

The undersigned, a duly elected or appointed and acting _____ [Secretary]
[City Clerk] [County Clerk] of _____ ("*Lessee*") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof; and

B. THE OFFICIALS ARE DULY AUTHORIZED, ON BEHALF OF LESSEE, TO NEGOTIATE, EXECUTE AND DELIVER THE EQUIPMENT SCHEDULE No. ____ DATED AS OF _____ (THE "*EQUIPMENT SCHEDULE*"), WHICH INCORPORATES BY REFERENCE THE TERMS AND PROVISIONS OF THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT DATED AS OF _____ (THE "*AGREEMENT*"), EACH BY AND BETWEEN LESSEE AND BANK OF AMERICA, NATIONAL ASSOCIATION ("LESSOR"), [THE ESCROW AND ACCOUNT CONTROL AGREEMENT DATED AS OF _____ BY AND AMONG LESSOR, LESSEE _____ AS ESCROW AGENT,] AND ALL DOCUMENTS RELATED THERETO AND DELIVERED IN CONNECTION THEREWITH, AND ANY FUTURE MODIFICATION(S) OR AMENDMENTS THEREOF (COLLECTIVELY, THE "*OPERATIVE AGREEMENTS*"), AND THE OPERATIVE AGREEMENTS EACH ARE THE BINDING AND AUTHORIZED AGREEMENTS OF LESSEE, ENFORCEABLE IN ALL RESPECTS IN ACCORDANCE WITH THEIR RESPECTIVE TERMS.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

DATED: _____

BY: _____
NAME: _____
TITLE: _____

(THE SIGNER OF THIS CERTIFICATE CANNOT BE LISTED ABOVE AS AUTHORIZED TO EXECUTE THE
OPERATIVE AGREEMENTS.)

EXHIBIT D

FORM OF OPINION OF COUNSEL TO LESSEE

(to be typed on letterhead of counsel)

Bank of America, National Association
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration

Re: Equipment Schedule No. _____, dated _____, to Master Equipment Lease/Purchase Agreement, dated as of _____, by and between Bank of America, National Association, as Lessor, and _____, as Lessee

Ladies and Gentlemen:

As legal counsel to _____ ("*Lessee*"), I have examined (a) an executed counterpart of that certain Master Equipment Lease/Purchase Agreement, dated as of _____ (the "*Agreement*") and Exhibits thereto, by and between Bank of America, National Association, as lessor ("*Lessor*"), and Lessee; (b) an executed counterpart of Equipment Schedule No. _____, dated _____, by and between Lessor and Lessee, which incorporates by reference the terms and provisions of the Agreement (such Equipment Schedule No. _____ together with such incorporated terms and provisions are herein referred to collectively as the "*Equipment Schedule*"), has attached the Payment Schedule with respect thereto (the "*Payment Schedule*") executed by Lessee, and provides for the lease of certain property listed in the Equipment Schedule (the "*Equipment*"); (c) an executed counterpart of that certain Escrow and Account Control Agreement dated as of _____ (the "*Escrow Agreement*"), by and among Lessor, Lessee and _____, as Escrow Agent; (d) an executed counterpart of the ordinances or resolutions of Lessee with respect to authorization of the transaction contemplated by the Agreement, the Equipment Schedule, the Escrow Agreement and documents related thereto; and (e) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Agreement, the Equipment Schedule, including the terms and provisions of the Agreement incorporated therein by reference, the related Payment Schedule, the Escrow Agreement and the documents relating thereto are herein collectively referred to as the "*Transaction Documents*".

Based on the foregoing, I am of the following opinions:

1. Lessee is a [city] [county] [school district] [special district] [body corporate and politic], duly organized and existing under the laws of the State, and is a political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "*Code*") and the obligations of Lessee under the Lease will

constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.

2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Transaction Documents.

3. The Transaction Documents have been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Transaction Documents are legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, execution and delivery of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, procurement and public bidding laws and all other applicable State or Federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment under the Lease, the Escrow Account or other Collateral thereunder.

[6. The portion of Rental Payments designated as interest is excluded from Lessor's gross income for Federal income tax purposes under Section 103 of the Code and is exempt from State of _____ personal income taxes; and such interest is not a specific item of tax preference for purposes of the Federal alternative minimum tax.^{1]}

[6. The portion of Rental Payments designated as interest or constituting or accruing as original issue discount is excluded from Lessor's gross income for Federal income tax purposes under Section 103 of the Code and is exempt from State of _____ personal income taxes; and such interest and original issue discount are not a specific item of tax preference for purposes of the Federal alternative minimum tax.^{2]}

¹ Please use this provision if the opinion of counsel will include a tax opinion.

² Please use this provision if the opinion of counsel will include a tax opinion and there is OID.

All capitalized terms herein shall have the same meanings as in the Transaction Documents, unless otherwise provided herein. Lessor and its successors and assigns[, and any counsel rendering an opinion on the tax-exempt status of the Rental Payments,³] are entitled to rely on this opinion.

Printed Name: _____
Firm: _____
Address: _____
Telephone No.: _____

Signature: _____
Dated: _____

³ Please use this provision if bond counsel will be providing a separate tax opinion.

EXHIBIT E

FORM OF FINAL ACCEPTANCE CERTIFICATE

Bank of America, National Association
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration

Re: Equipment Schedule No. _____, dated _____, to Master
Equipment Lease/Purchase Agreement, dated as of _____, by
and between Bank of America, National Association, as Lessor, and
_____, as Lessee

Ladies and Gentlemen:

In accordance with the above-referenced Master Equipment Lease/Purchase Agreement (the "*Agreement*"), the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. All of the Equipment listed in the above-referenced Equipment Schedule (the "*Equipment Schedule*") has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Equipment Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.
4. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement and incorporated into the Equipment Schedule by reference are true and correct as of the date hereof.
5. (a) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof under any Lease currently in effect; (b) no Material Adverse Change has occurred since the date of the execution and delivery of the Agreement; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or been threatened; and (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

Capitalized terms used, but not defined, in this Final Acceptance Certificate shall have the same meanings as when such terms are used in the Agreement.

Date: _____

LESSEE:

By: _____

Name: _____

Title: _____

EXHIBIT F

FORM OF SELF-INSURANCE CERTIFICATE

Bank of America, National Association
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration

Re: Equipment Schedule No. _____, dated _____, to Master
Equipment Lease/Purchase Agreement, dated as of _____, by
and between Bank of America, National Association, as Lessor, and
_____, as Lessee

In connection with the above-referenced Equipment Schedule (the "*Equipment Schedule*"), _____ (the "*Lessee*") hereby warrants and represents to Bank of America, National Association the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the above-referenced Master Equipment Lease/Purchase Agreement (the "*Agreement*") incorporated into the Equipment Schedule by reference.

1. The Lessee is self-insured for damage or destruction to the Equipment listed in the Equipment Schedule (herein, the "*Equipment*"). The dollar amount limit for property damage to the Equipment under such self-insurance program is \$ _____. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of \$ _____.]

2. The Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment. The dollar limit for such liability claims under the Lessee's self-insurance program is \$ _____. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of \$ _____.]

[3]. The Lessee maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is \$ _____. [Amounts paid from the Lessee's self-insurance fund are subject to a dollar per claim of \$ _____.]

[3]. The Lessee does not maintain a self-insurance fund. The Lessee obtains funds to pay claims for which it has self-insured from the following sources: _____. Amounts payable for claims from such sources are limited as follows: _____.

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

LESSEE:

By: _____

Name: _____

Title: _____

EXHIBIT G

FORM OF BANK QUALIFICATION CERTIFICATE

The undersigned, a duly authorized official of _____ (the "Lessee") certifies in connection with Schedule of Property No. _____, dated as of _____, which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of _____ (such Schedule of Property and incorporated terms and provisions are herein referred to as the "Lease"), each by and between Bank of America, National Association and Lessee, as follows:

1. The obligations evidenced by the Lease are not "private activity bonds" as defined in Section 141 of the Internal Revenue Code of 1986, as amended (the "Code");
2. The Lessee hereby designates the principal components of the Rental Payments payable under the Lease as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;
3. The reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the Lessee (and all entities treated as one issuer with the Lessee, and all subordinate entities whose obligations are treated as issued by the Lessee) during the current calendar year will not exceed \$10,000,000; and
4. Not more than \$10,000,000 of obligations issued by the Lessee during the current calendar year has been designated for purposes of Section 265(b)(3) of the Code.

DATE: _____

LESSEE:

By: _____

Name: _____

Title: _____

EXHIBIT H

FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

Dated _____

BANK OF AMERICA, NATIONAL ASSOCIATION ("*Assignor*") hereby gives notice that, as of _____, 20__, it has assigned and sold to _____ ("*Assignee*") all of Assignor's right, title and interest in, to and under Equipment Schedule No. _____, dated _____ (including the Payment Schedule attached thereto, the "*Equipment Schedule*"), which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of _____ (the "*Agreement*"), each by and between Assignor and _____ ("*Lessee*"), together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith, the Rental Payments and other amounts due under the Lease (as such term is hereinafter defined), all of Assignor's right, title and interest in the Equipment listed in the Equipment Schedule and all of Assignor's right, title and interest in, to and under the Escrow and Account Control Agreement dated as of _____, 20__ (the "*Escrow Agreement*") by and among Lessee, Assignor and _____, as Escrow Agent, together with the Escrow Account related thereto (collectively, the "*Assigned Property*").

For purposes of this Notice and Acknowledgment of Assignment (the "*Acknowledgment*"), "*Lease*" means collectively the Equipment Schedule and the terms and provisions of the Agreement incorporated therein by reference, together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. The term "*Lease*" specifically excludes all other Equipment Schedules entered into under the Agreement and Rental Payments other than with respect to the Equipment Schedule. Each capitalized term used but not defined herein has the meaning set forth in the Agreement.

1. Lessee hereby acknowledges the effect of the assignment of the Assigned Property and absolutely and unconditionally agrees to deliver to Assignee all Rental Payments and other amounts coming due under the Lease in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Lease and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the Equipment in accordance with the terms of the Lease, to declare a default and to exercise all rights and remedies thereunder in connection with the occurrence of an Event of Non-appropriation or an Event of Default; and (ii) [except as provided in Section 3.03 of the Agreement,] the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in the Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Notice and Acknowledgment of Assignment (this "*Acknowledgement*"), the following information about the Lease is true, accurate and complete:

Number of Rental Payments Remaining	_____
Amount of Each Rental Payment	\$ _____
Total Amount of Rental Payments	\$ _____
Remaining	
Frequency of Rental Payments	_____
Next Rental Payment Due	_____
Funds Remaining in Escrow Account	\$ _____

4. The Lease remains in full force and effect, has not been amended, no Event of Default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder and no Event of Non-appropriation has occurred or is threatened with respect thereto.

5. Assignor hereby acknowledges the transfer restrictions imposed by Section 11.01 of the Agreement and confirms that the assignment to Assignee has been made in accordance with the provisions of that Section.

6. Any inquiries of Lessee related to the Lease and any requests for disbursements from the Escrow Account, if applicable, and all Rental Payments and other amounts coming due pursuant to the Lease on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

ACKNOWLEDGED AND AGREED:

LESSEE: _____
[FOR EXHIBIT PURPOSES ONLY]

By: _____
Name: _____
Title: _____

ASSIGNOR: BANK OF AMERICA, NATIONAL ASSOCIATION

[FOR EXHIBIT PURPOSES ONLY]

By: _____
Name: _____
Title: _____

EXHIBIT I

ESCROW AND ACCOUNT CONTROL AGREEMENT

COUNCIL BILL NO. 24-18

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into a contract extension with Blevins Asphalt Construction Co., Inc. for the Annual Asphalt Paving Contract for fiscal year 2024-2025 (\$75.05 per ton of asphalt to include tack oil), in the City of Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into an agreement with Blevins Asphalt for the Annual Asphalt Paving Contract for the year 2024-2025 at a cost of \$75.05 per ton of asphalt to include tack oil, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Works Committee



February 20, 2024

City of Carthage, MO

Dear Council,

We would like to offer the City of Carthage the option to extend the street paving and milling contract for the 2024 season. Given the challenging times and ever fluctuating market we do have to increase the price for asphalt paving. At this time, we are able to maintain unit pricing for the milling items. The unit prices are as follows:

Asphalt Street Paving:	\$75.05 Per Ton (Using MoDot spec. SP095C hot mix)
Edge Milling:	\$3.83 Per Square Yard
Full Street Milling:	\$3.02 Per Square Yard
Tie-In Milling:	\$20.27 Per Square Yard

****Note:** Above pricing includes SS-1 tack coat


Jeran Cordova VP
Blevins Asphalt Const. Co., Inc.

City of Carthage, MO

Blevins Asphalt Construction Co., Inc. | P.O. Box 230 | Mt. Vernon, MO 65712
Phone: (417) 466-3758 | Fax: (417) 466-7914
www.blevinsasphalt.com

COUNCIL BILL NO. 24-19

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into a contract with JKS Construction for a box culvert replacement on Forest Street in the amount of \$135,602.60, in the City of Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a contract With JKS Construction for a replacement box culvert on Forest Street, for the City of Carthage, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Works Committee



**CIVIL
ENGINEERING**

Project Management
Construction Plans
Permitting
Right of Way Negotiation
Utility Coordination
Project Specifications
Contract Documents
Agency Coordination

**CONSTRUCTION
ENGINEERING**

Bidding Services
Construction Inspection
Contract Administration
Project Documentation

**STRUCTURAL
ENGINEERING**

Highway Bridges
Forensic Investigations
Building Inspections
Residential Structures
Commercial Structures
Structure Rehabilitation

Zanevan Engineering, LLC
1221 Oak Street
Carthage, MO 64836
417.800.2500
www.zanevan.com

February 20, 2024

Zeb Carney
Public Works Director
623 E. 7th Street
Carthage, Missouri 64836

RE: Letter of Recommendation
Forest Street Culvert Replacement – Carthage, MO

Dear Mr. Carney:

The bids for the above referenced project have been reviewed and tabulated. It is the recommendation of this office to accept the low bid from JKS Construction, Inc. of Girard, Kansas in the amount of \$136,602.60.

A copy of the bid tabulation is attached for your review and approval.

Sincerely,

Zanevan Engineering, LLC

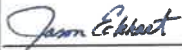
Jason Eckhart, PE
President/Owner

Enclosure

BID TABULATION
FOREST STREET CULVERT REPLACEMENT
CARTHAGE, MISSOURI
BID OPENING: FEBRUARY 20, 2024 @ 10 a.m.

JKS CONSTRUCTION, INC.						SPROULS CONSTRUCTION, INC.		ELEMENTS CONST. CONCEPTS		EMERY SAPP & SONS	
417 S. 120TH STREET						397 W. DD HWY.		5850 E. 20TH STREET		5350 E. STATE HWY. AA	
GIRARD, KS 66743						LAMAR, MO 64759		JOPLIN, MO 64801		SPRINGFIELD, MO 65803	
Item No.	Description	No. Units	Unit	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	MOBILIZATION	1	LS	\$ 22,500.00	\$ 22,500.00	\$ 20,000.00	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00	\$ 17,127.00	\$ 17,127.00
2	SEEDING AND MULCH	0.01	AC	\$ 200,000.00	\$ 2,000.00	\$ 50,000.00	\$ 500.00	\$ 100,000.00	\$ 1,000.00	\$ 62,573.00	\$ 625.73
3	REMOVAL OF IMPROVEMENTS	1	LS	\$ 22,000.00	\$ 22,000.00	\$ 24,000.00	\$ 24,000.00	\$ 18,500.00	\$ 18,500.00	\$ 18,811.00	\$ 18,811.00
4	ASPHALT PAVEMENT (4" THICK)	169	SY	\$ 60.00	\$ 10,140.00	\$ 64.00	\$ 10,816.00	\$ 75.00	\$ 12,675.00	\$ 107.00	\$ 18,083.00
5	CONCRETE CURB AND GUTTER	85	LF	\$ 40.00	\$ 3,400.00	\$ 50.00	\$ 4,250.00	\$ 50.00	\$ 4,250.00	\$ 32.00	\$ 2,720.00
6	CONCRETE DRIVEWAY	6.6	SY	\$ 135.00	\$ 891.00	\$ 135.00	\$ 891.00	\$ 150.00	\$ 990.00	\$ 116.00	\$ 765.60
7	COMPACTED CRUSHED STONE BASE (6" THICK)	169	SY	\$ 20.00	\$ 3,380.00	\$ 16.00	\$ 2,704.00	\$ 20.00	\$ 3,380.00	\$ 12.00	\$ 2,028.00
8	COMPACTED CRUSHED STONE BASE (4" THICK)	33.4	SY	\$ 14.00	\$ 467.60	\$ 12.00	\$ 400.80	\$ 15.00	\$ 501.00	\$ 25.00	\$ 835.00
9	THRIE BEAM BRIDGE RAIL	12.5	LF	\$ 400.00	\$ 5,000.00	\$ 508.00	\$ 6,350.00	\$ 500.00	\$ 6,250.00	\$ 487.00	\$ 6,087.50
10	TRANSITION SECTION	25	LF	\$ 100.00	\$ 2,500.00	\$ 152.00	\$ 3,800.00	\$ 150.00	\$ 3,750.00	\$ 146.00	\$ 3,650.00
11	GUARDRAIL END SECTION	4	EA	\$ 275.00	\$ 1,100.00	\$ 360.00	\$ 1,440.00	\$ 400.00	\$ 1,600.00	\$ 347.00	\$ 1,388.00
12	12'x3' BOX CULVERT (OMIT WINGWALLS)	41	LF	\$ 1,092.00	\$ 44,772.00	\$ 1,100.00	\$ 45,100.00	\$ 2,200.00	\$ 90,200.00	\$ 2,370.00	\$ 97,170.00
13	CONCRETE RETAINING WALL AND FOOTING (W/ REINFORCING)	30	LF	\$ 500.00	\$ 15,000.00	\$ 475.00	\$ 14,250.00	\$ 460.00	\$ 13,800.00	\$ 482.00	\$ 14,460.00
14	CONCRETE CHANNEL FLOOR (4" THICK W/ W.W.M.)	15.1	SY	\$ 120.00	\$ 1,812.00	\$ 140.00	\$ 2,114.00	\$ 150.00	\$ 2,265.00	\$ 108.00	\$ 1,630.80
15	TYPE 3 MOVABLE BARRICADE	4	EA	\$ 250.00	\$ 1,000.00	\$ 250.00	\$ 1,000.00	\$ 200.00	\$ 800.00	\$ 308.00	\$ 1,232.00
16	R11-2 SIGN (BRIDGE CLOSED)	4	EA	\$ 160.00	\$ 640.00	\$ 200.00	\$ 800.00	\$ 200.00	\$ 800.00	\$ 308.00	\$ 1,232.00
TOTAL BID AMOUNT					\$ 136,602.60		\$ 138,415.80		\$ 178,761.00		\$ 187,845.63

This is to certify that at 10:00 A.M. on February 20, 2024, at the office of the City of Carthage City Hall, Carthage, Missouri, the bids tabulated herein were publicly opened, read aloud and checked. The totals are correct as to additions and extensions.


Jason Eckhart, P.E.
Zanevan Engineering

NOTICE OF AWARD00501

TO: JKS Construction, Inc.
417 S. 120th Road
Girard, KS 66743

PROJECT Description: Forest Street Culvert Replacement, Carthage, Missouri.

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Invitation to Bid dated January 24, 2024 and Instructions to Bidders.

You are hereby notified that you BID has been accepted in the amount of One Hundred Thirty-Six Thousand Six Hundred Two and 60/100 Dollars (\$136,602.60).

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

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

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

Dated this _____ day of _____, 20_____.

City of Carthage

By: _____

Title: Mayor

ACCEPTANCE OF NOTICE

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

By _____

Title _____

THIS AGREEMENT, made this _____ day of _____, 2024, by and between City of Carthage, Carthage, Missouri, hereinafter called "OWNER" and JKS Construction, Inc. doing business as (~~an individual~~), or (~~a partnership~~), or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Forest Street Culvert Replacement, Carthage, Missouri.
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on the date stipulated in the NOTICE TO PROCEED and will complete the same within 90 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR understands that the specifications governing the work contemplated are attached to this proposal.
5. The CONTRACTOR agrees to pay, without condition or recourse, as liquidated damages to the sum of Five Hundred and 00/100 dollars (\$500.00) for each consecutive calendar day after the stated DATE OF COMPLETION or extension thereto that the CONTRACTOR shall be in default as provided in SECTION 15 OF THE General Conditions. CONTRACTOR further agrees to reimburse the subcontractors, suppliers, engineers, and other contractors of the OWNER for costs incurred and/or damages suffered by reason or reasons attributable to the CONTRACTOR'S failure to complete the CONTRACT by the completion date, or extensions thereof, as provided by section 15 of the General Conditions. Said liquidated damages and payments shall be withheld from the payments due the contractor. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of One Hundred Thirty-Six Thousand Six Hundred Two and 60/100 Dollars (\$136,602.60)
6. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Invitation to Bid
 - (B) Instructions to Bidders
 - (C) Bid
 - (D) Bid Bond
 - (E) Agreement Form
 - (F) Notice of Award
 - (G) Notice to Proceed
 - (H) Performance Bond
 - (I) Payment bond
 - (J) General Conditions of Contract
 - (K) Supplementary Conditions
 - (L) Specifications prepared by Zanevan Engineering and dated January, 2024.
 - (M) Drawings prepared by Zanevan Engineering and dated January, 2024.
 - (N) Addenda

No. _____	dated _____	20__
No. _____	dated _____	20__
No. _____	dated _____	20__
No. _____	dated _____	20__
No. _____	dated _____	20__

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

OWNER:

City of Carthage

(SEAL) _____

By _____

Attest _____

Name Dan Rife
(Please Type or Print)

Name Miranda Deal

Title Mayor

Title City Clerk

CONTRACTOR:

(SEAL) _____

By _____

Attest _____

Name _____
(Please Type or Print)

Name _____

Title _____

NOTICE TO PROCEED.....00502

TO: JKS Construction, Inc.
417 S. 120th Road
Girard, Kansas 66743

DATE: March 12, 2024

PROJECT: Forest Street Culvert Replacement, Carthage, Missouri

You are hereby notified to commence WORK in accordance with the Agreement dated March 12, 2024, on or before April 22, 2024, and you are to complete the WORK within 90 calendar days thereafter. The date of completion of all WORK is therefore July 22, 2024.

City of Carthage

By:_____

Title: Mayor

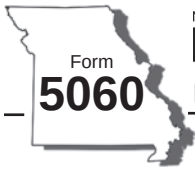
ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by_____

this the____ day of _____, 20____

By_____

MISSOURI DEPARTMENT OF
REVENUE**Project Exemption Certificate****Reset Form****Print Form**

This form is to be completed and given to your contractor.

Exempt Entity and Project Information

Name of Exempt Entity Issuing the Certificate CITY OF CARTHAGE		Missouri Tax Exemption Number 1 2 4 8 7 4 3 1	
Address 326 GRANT STREET		City CARTHAGE	State MO
E-mail Address z.carney@carthagemo.gov		ZIP Code 64836	
Project Number	Project Begin Date (MM/DD/YYYY) 0 4 / 2 2 / 2 0 2 4	Estimated Project End Date (MM/DD/YYYY) 0 7 / 2 2 / 2 0 2 4	
Description of Project REPLACEMENT OF BRIDGE STRUCTURE.			
Project Location FOREST STREET, CARTHAGE, MO		Certificate Expiration Date (MM/DD/YYYY) 0 8 / 0 5 / 2 0 2 4	
Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.			
Signature of Authorized Exempt Entity		Printed Name of Authorized Exempt Entity	Date (MM/DD/YYYY) ____ / ____ / ____

Contractor

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to [Section 144.062, RSMo](#). Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.

Name of Purchasing Contractor JKS CONSTRUCTION, INC.	Signature of Contractor	Date (MM/DD/YYYY) ____ / ____ / ____	
Address 417 S. 120TH ROAD	City GIRARD	State KS	ZIP Code 66743

Subcontractor

Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.

Name of Purchasing Subcontractor			
Address		City	State
Signature of Contractor		Contractor's Printed Name	Date (MM/DD/YYYY) ____ / ____ / ____

Form 5060 (Revised 11-2019)

Taxation Division
P.O. Box 358
Jefferson City, MO 65105-0358

Phone: (573) 751-2836
Fax: (573) 522-1666
E-mail: salestaxexemptions@dor.mo.gov

Visit <http://dor.mo.gov/business/sales/sales-use-exemptions.php> for additional information.

COUNCIL BILL NO. 24-20

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into a contract to sell real estate owned by the City of Carthage at Airport Drive and Missouri Ave to Jaime Olvera for \$35,000.00, in the City of Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a contract to sell real estate owned by the City of Carthage at Airport Drive and Missouri Ave in Carthage, Missouri, to Jaime Olvera for \$35,000.00, a copy of the contract and appraisal are 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 _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Administration

APPRAISAL REPORT & VALUATION ANALYSIS



PROPERTY KNOWN AS:

Airport Drive & Missouri Avenue
Carthage, Jasper County, Missouri 64836
Parcel # 14-5.0-16-10-014-004.000
FAIRLAWN SUB-DIVISION W 1/2 LOTS 14, 15, & 16 BLOCK C

PREPARED FOR:

City of Carthage
326 Grant Street
Carthage, Missouri 64836

AS OF:

February 8, 2024

PREPARED BY:

William D. Baldwin IV
Four State Appraisal, LLC
P.O. Box 270
Carthage, Missouri 64836
Phone (417) 310-0000

I

INTRODUCTION

LETTER OF TRANSMITTAL

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LETTER OF TRANSMITTAL

Four State Appraisal, LLC
P.O. Box 270
Carthage, Missouri 64836
Phone: (417) 310-0000

February 29, 2024

City of Carthage
326 Grant Street
Carthage, Missouri 64836

Subject Property: Airport Drive & Missouri Avenue
Carthage, Jasper County, Missouri 64836
Parcel # 14-5.0-16-10-014-004.000

Client: City of Carthage

File: FSA2401026

In accordance with your request, the appraiser has personally inspected the above referenced property and has made a careful analysis of the factors pertinent to the estimate of value. The appraiser has completed a summary appraisal report in narrative form.

This appraisal report conforms to the *Uniform Standards of Professional Appraisal Practice* (USPAP) promulgated by the Appraisal Standards Board of the Appraisal Foundation and the statement required by item 10 of FIRREA Appraisal Standards. The report contains the appraisers signed certifications as required by USPAP Standards Rule 2-3 and all assumptions and limiting conditions required by USPAP Standards Rule 2-1 (c).

The supporting data for this report is maintained in Four State Appraisal, LLC file FSA2401026. The accompanying report contains the results of the appraiser's investigations and analysis. The effective date of this appraisal is February 8, 2024.

This letter of Transmittal and Certification of Appraisal precede the narrative appraisal report, which further describes the subject property and contains the reasoning and pertinent data leading to the estimated value conclusion.

It has been a pleasure to assist you with all your appraisal needs. Please do not hesitate to contact me if I can be of any additional service.

Respectfully Submitted,



William D. Baldwin IV
Four State Appraisal, LLC
Missouri State Certified General
Real Estate Appraisers #2008016186

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SUMMARY OF SALIENT FEATURES

ADDRESS:	Airport Drive & Missouri Avenue, Carthage, Missouri 64836
LOCATION:	The subject site is located on the southwest edge of Carthage near Highway 71
OWNER:	City of Carthage
BORROWER:	N/A
ZONING:	District E (General Business District) & District A (First Dwelling District)
PRESENT USE:	Vacant Land
PROPERTY RIGHTS:	Fee Simple Estate
HIGHEST & BEST USE:	Commercial
SITE AREA:	39,933 Sq.Ft.
FLOOD ZONE:	According to the Flood Source Flood Hazard Maps 29097C0190E dated November 2, 2012, the subject is located in Zone X designated as an area of minimal flooding, but generally considered as an area with no potential for flooding. See attached flood map for a better illustration.
SALES HISTORY:	After researching the subject's sales history, there were no transfers of ownership in the three years prior to the effective date of this appraisal according to Jasper County records.
SITE CHARACTERISTICS:	The subject site is a rectangular shaped corner lot inside the city limits of Carthage. The site is bordered by Missouri Avenue on the west and W Airport Drive on the south. See attached plat map for a better illustration. These streets are two-lane asphalted streets that are regularly maintained by the City of Carthage and have a moderate to low traffic flow. The subject site is adequately accessible from either street; however, there are no existing improvements on the site as of the effective date of this appraisal. The subject site is vacant unimproved land.

VALUATION DATE: February 8, 2024

APPRAISAL REPORT DATE: February 29, 2024

ESTIMATED MARKETING TIME: 3 to 60 Months

INDICATED VALUE BY THE SITE VALUE ANALYSIS / SALES COMPARISON APPROACH: **\$42,000**

INDICATED VALUE BY THE COST APPROACH: N/A

INDICATED VALUE BY THE INCOME CAPITALIZATION APPROACH: N/A

FINAL OPINION OF VALUE: **\$42,000**

APPRAISER CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice* that were in effect at the time this report was prepared.
9. I have made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the person signing this certification.



William D. Baldwin IV
Four State Appraisal, LLC
Missouri State Certified General
Real Estate Appraisers #2008016186

II

PREMISES OF THE APPRAISAL

TYPE OF APPRAISAL AND REPORT FORMAT

PURPOSE, FUNCTION, AND USE OF THE APPRAISAL

MARKET VALUE DEFINITION

APPRAISAL PROCESS OVERVIEW

REASONABLE MARKETING AND EXPOSURE TIME

PROPERTY RIGHTS APPRAISED

SCOPE OF WORK

ASSUMPTIONS AND LIMITING CONDITIONS

PRIVACY NOTICE

TYPE OF APPRAISAL AND REPORT FORMAT

This is an appraisal report in narrative summary format. It is considered to be a summary report as all calculations are not shown and some abbreviated information is included.

PURPOSE, FUNCTION, AND USE OF THE APPRAISAL

The purpose of this appraisal is to provide an opinion of as to the Market Value of the subject property, in its entirety, for its Highest and Best Use, as of the effective date of the appraisal, subject to all the conditions, assumptions, and comments noted and listed throughout this report.

It is the function of this appraisal to provide data, information, and opinions of value to assist the client in decisions concerning the market value of the subject property.

The intended use of this report is for the client to evaluate the property that is the subject of this appraisal for marketing and recording purposes.

The intended user is the City of Carthage. No other intended use or intended user is authorized.

MARKET VALUE DEFINITION

MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable there to; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* The definition of Market Value is derived from page 3-92 of the 2016-2017 Uniform Standards of Professional Appraisal Practice.

APPRAISAL PROCESS OVERVIEW

VALUATION PROCESS: A systematic procedure an appraiser follows to provide answers to a client's questions about real property value.

In developing an opinion of value, an Appraiser researches and analyzes information gathered that pertains to the property being appraised. The following is a brief description and summary of the three recognized and acceptable approaches to value:

1. **COST APPROACH:** A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, or replacement for, the existing structure plus any profit or incentive; deducting depreciation from the total cost; and adding the estimated land value. Other adjustments may then be made to the indicated fee simple value of the subject property to reflect the value of the property interest being appraised.
2. **SALES COMPARISON APPROACH:** A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of the comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant.
3. **INCOME CAPITALIZATION APPROACH:** A set of procedures in which analyzing a property's capacity to generate future benefits and capitalizes the income into an indication of present value. The principle of anticipation is fundamental to the approach. Techniques and procedures from this approach are used to analyze comparable sales data and to measure obsolescence in the cost approach.

RECONCILIATION: The analyzing and weighing the three approaches of value in relation to their importance or their possible influence on the actions and reactions of typical buyers and sellers in the market place. The three approaches to value are reconciled into a final opinion of value.

The application, description, and analysis of each approach to value along with the reconciliation process and analysis are discussed further in the appropriate sections of this appraisal report.

REASONABLE MARKETING AND EXPOSURE TIME

The future marketability of the subject property depends on the continuation of the Economic/Financial Climate that is prevalent locally, regionally, and nationally as of the effective date of this appraisal report. The overall condition of the property, neighborhood, and marketing area would also have a direct effect on the marketability of the subject property. Property is being continuously bought and sold throughout the market area. After researching the market, reviewing/analyzing comparable sales data, and analyzing market conditions, it is the appraiser's opinion that the market time of the subject property is estimated at 3-60 months.

One of the conditions of a market value sale is a reasonable amount of time is allowed for exposure in the open market. To obtain a maximum selling price, a property should be exposed to a given market for a time long enough to allow most market participants to be exposed to the property and its attributes. Supply and demand relationships, economic and financial conditions and future market conditions should be carefully considered. After reviewing the sales of similar properties, market supply and demand relationships and the continued development of similar properties, it is the appraiser's opinion that the estimate of reasonable exposure time would be 3-60 months. This exposure time should result in the optimal sale price of the subject, which is the basis for our opinion of the market value.

Marketing time and exposure time are similar in that both refer to a time during which a property is marketed prior to its sale. Marketing time differs from exposure time in that it is estimated to occur after the date of value and would be a measure of time necessary to secure a willing buyer for the property at a market price.

Clients concerned with marketing real estate and obtain a market value appraisal as part of their decision making process should be aware that it may be inappropriate to assume that the value remains stable during the marketing period.

PROPERTY RIGHTS APPRAISED

This appraisal considers the fee simple estate, which is absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Personal property is not included in this appraisal report.

SCOPE OF WORK

1) **Data Gathering:** Missouri is a non-disclosure state. Most of the local county assessor offices are now on-line; however, sales information is not always available. The appraiser has made reasonable attempts to gather as much information as possible on the subject and all comparable sales from all available sources while completing this report. Multiple listing services generally provide reliable data; however, in some instances this data could be a range or an estimate in which case the appraiser will make every attempt to get more credible information from the owner, realtor, or county. Exact site dimensions of rural irregular properties with acreage are sometimes hard to obtain unless a survey is provided as some county plat maps do not provide actual site dimensions on their plats.

2) **Analysis and Inspection of Subject:** The appraiser attempted to obtain information concerning the subject from the applicable county of record to aid in establishing the actual age of the improvements, legal description, site size, real estate taxes, and parcel identification number. The appraiser visually inspected and took pictures of the site and/or improvements. The improvements were measured by the appraiser and all interior/exterior physical data was recorded at the time of inspection unless the improvements are proposed. The appraiser obtained comparable sale, listing, and/or rental data from multiple listing services, realtors, appraiser records, and current owners if applicable and available. The appraiser researched market conditions for the subject area, past listings/sales histories of the subject and all comparable sales were used to estimate exposure and marketing time for the subject. If applicable, cost data was obtained from Marshall & Swift and/or local builders data. If applicable, the appraiser interviewed the current owner, buyer, or representative(s) for information concerning income and expense history or other pertinent information concerning the subject property. If applicable, the appraiser researched rental rates of comparable properties in the area.

The real estate appraiser(s) are not licensed, not educated for detecting items inspected by home inspectors, structural engineers, termite inspectors, mechanical system analysts, well water or septic system experts, external or internal veneer inspectors, chimney crown and flue inspectors, lead based paint detectors, mold detectors, or methamphetamine detection.

The appraiser is utilizing extraordinary assumptions in the report to include: A) the marketability of title; B) the accuracy of the comparable sales or listing data; C) the working condition of any mechanical device; D) structural integrity of any structure; E) the existence of termite or other pest infestation or damage; F) a change in economic conditions following the effective date of this appraisal; G) the appraiser is not a home inspector and does not warrant the condition of any material or devices within the structure; H) the appraiser has assumed the quality of construction to be average based upon comparable properties, unless otherwise stated within this report; I) a home inspection was not provided to this appraiser or if provided after the effective date of the appraisal would not have been considered within this report; therefore, the opinion of market value is based upon the appraisers visual inspection only; J) the appraiser did not inspect the interior of the comparable sales utilized within this report and assumes the condition to be average, unless otherwise stated herein.

ASSUMPTIONS AND LIMITING CONDITIONS

ASSUMPTIONS AND LIMITING CONDITIONS: The certification of the appraiser appearing in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the appraiser in the report. The final opinion of value is subject to and contingent on the assumptions, limiting conditions and comments noted and listed throughout this report.

LIMIT OF LIABILITY:

The liability of **Four State Appraisal, LLC** employees and subcontractors, is limited to the client. There is no accountability, obligation or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraiser assumes no responsibility for any costs incurred to discover or correct any deficiencies present in the property.

COPIES, PUBLICATIONS, DISTRIBUTIONS, USE OF REPORT:

Possession of this or any copy thereof does not carry with it the right of publication, nor may it be used for anything other than its intended use; the physical report(s) remain the property of the appraiser for the use of the client, the fee being for the analytical services only. Neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations, news, sales, or other media for public communication without prior written consent of the appraiser.

CONFIDENTIALITY:

This appraisal is to be used only in its entirety. All conclusions and opinions of the analysis set forth in the report were prepared by the appraiser(s) whose signature(s) appear on the appraisal report, unless indicated as "Review Appraiser". No change of any item in the report shall be made by anyone other than the appraiser and/or officer of the firm. The appraiser and firm shall have no responsibility if any such unauthorized change is made.

COPYRIGHT LAW AND TRADE SECRETS:

This document is protected from unauthorized use or reproduction by the federal copyright laws of the United States of America. Any unauthorized reproduction, either in part or in whole, will warrant prosecution to the fullest extent of the law.

This appraisal was obtained for the appraiser(s) signing this report, related companies, and/or individuals or related independent contractors and consists of "trade secrets and commercial or financial information" which is privileged and confidential.

INFORMATION USED:

No responsibility is assumed for accuracy of information furnished by or from others, the client, his designee, or public records. The appraiser is not liable for such information or the work of possible subcontractors. Be advised that some of the people associated, consultant with and possibly signing the report are independent contractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other source thought reasonable; all are considered appropriate for inclusion to the best of the appraiser's factual judgment and knowledge. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to the engineering and market-related information. It is suggested that the client consider independent verification within these categories as a prerequisite to any transaction involving sale, lease, or other significant commitment or the subject property, and that the appropriate specialists perform such verification.

TESTIMONY, CONSULTATION, COMPLETION OF CONTRACT FOR APPRAISAL SERVICES:

The contract for appraisal, consultation or any analytical service, is fulfilled and the total fee payable upon completion of the report. The appraiser(s) or those assisting in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with the client or third parties, except under separate and special arrangements and at additional fee. If testimony or deposition is required because of any subpoena issued on behalf of the client, the client shall be responsible for any additional time, fees, and charges.

EXHIBITS:

The sketches, floor plans, measurements, area calculations, and maps, if any, in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Various photos, if any, are included for the same purposes. Site plans are not surveys unless shown as being prepared by a professional surveyor. The client and/or user assume all risk associated with the use of all exhibits.

LEGAL, ENGINEERING, FINANCIAL, STRUCTURAL, OR MECHANICAL NATURE HIDDEN COMPONENTS, SOIL:

No responsibility is assumed for matters legal in character or nature, nor matters of survey, nor of any architectural, mechanical, or engineering nature. No opinion is rendered as to the title, which is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in particular parts of the report.

The legal description is assumed to be correct as used in this report as furnished by the client, his designee, or as derived by the appraiser(s).

Please note that no advice is given regarding mechanical equipment or structural integrity or adequacy, nor soils and potential for settlement, drainage, and such (seek assistance from qualified architect and/or engineer) matters concerning liens, title status, and legal marketability (seek legal assistance), and such. The lender and owner should inspect the property before any disbursement of funds; further it is likely that the lender or owner may wish to require mechanical or structural inspections by qualified and licensed contractor, civil or structural engineer, architect, or other expert.

The appraiser has inspected as far as possible, by observation, the land and the improvements; however, it was not possible to personally observe conditions beneath the soil or hidden structural, or other components. The appraiser has not critically inspected mechanical components within the improvements and no representations are made therein as to these matters unless specifically stated conditions that would cause a loss of value. The land or the soil of the area being appraised appears firm; however subsidence in the area is unknown. The appraiser does not warrant against this condition or occurrence of problems arising from soil conditions.

The appraisal is based on there being no hidden un-apparent or apparent conditions of the property site, subsoil, or structures or toxic materials, which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them.

All mechanical components are assumed to be in operable condition and status standard for properties of the subject type. Conditions of heating, cooling, ventilation, electrical and plumbing equipment is considered to be commensurate with the conditions of the balance of the improvements unless otherwise stated. No judgment is made as to adequacy of insulation, type of insulation or energy efficiency of the improvements or equipment.

If the appraiser has not been supplied with a termite inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representation or warranties are made concerning obtaining the above mentioned items.

The appraiser assumes no responsibility for any costs or consequences arising due to the need, or the lack of need for flood insurance. An agent for Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

LEGALITY OF USE:

The appraisal is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the report. Further, that applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.

COMPONENT VALUES:

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

AUXILIARY AND RELATED STUDIES:

No environmental or impact studies, special market study or analysis, highest and best use analysis study or feasible study has been requested or made unless otherwise specified in an agreement for services or in the report. The appraiser reserves the unlimited right to alter, amend, revise or rescind any of the statements, findings, opinions, values, estimates, or conclusions upon any subsequent such study or analysis, or previous study, or factual information as to market or subject, or analysis subsequently becoming known to the appraiser.

DOLLAR VALUE, PURCHASING POWER:

The market value estimated and the costs used are, as of the date of the estimate of value. All dollar amounts are based on the purchasing power and price of the dollar as of the date of the value estimate.

INCLUSIONS:

Furnishings and equipment or personal property or business operations except as specifically indicated and typically considered as part of real estate, have been disregarded with only the real estate being considered in the value estimate unless otherwise stated. In some property types, business and real estate interests and values are combined.

PROPOSED IMPROVEMENTS, CONDITIONED VALUE:

Improvements proposed, if any, on or off-site, as well as any repairs are considered, for purposes of this appraisal, to be completed in a good and workmanship like manner according to information submitted and/or considered by the appraiser(s). In cases of proposed construction, the appraisal is subject to change upon inspection of the property after construction is completed and operating at levels shown and projected.

VALUE CHANGE, DYNAMIC MARKET, INFLUENCES:

The estimated market value is subject to change with market changes over time; value is highly related to exposure, time, promotional effort, terms, motivation, and conditions surrounding the offering. The value estimate considers the productivity and relative attractiveness of the property physically and economically in the market place.

In cases of appraisals involving the capitalization of income benefits, the estimate of market value or investment value or value in use is a reflection of such benefits and appraiser's interpretation of income and yields and other factors derived from general and specific client and market information. Such estimates are as of the date of the estimate of value; they are thus subject to change, as the market and value are naturally dynamic.

The "Estimate of Market Value" in the appraisal report is not based in whole or in part upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

MANAGEMENT OF THE PROPERTY:

It is assumed that the property, which is the subject of this report, will be under prudent and competent ownership and management, neither inefficient nor super-efficient. Poor management could adversely affect the value of the property substantially in a very short period of time.

FEE:

The fee for this appraisal or study is for the analytical services rendered and not for the time spent on the physical report. Post appraisal consultation, testimony, additional analytical summaries and final inspections are beyond the scope of this appraisal and would require separate fee arrangements.

AUTHENTIC COPIES:

The authentic copies of this report are signed in blue ink. Any copy that does not have the previously mentioned blue ink is unauthorized and may have been altered. A PDF copy of the document with a black signature received directly from the appraiser is also considered an original. The appraiser makes no representation as to the validity of copies of reports, or unauthorized altered report contents and values that were not directly delivered personally.

INSULATION AND TOXIC MATERIALS:

Unless otherwise stated in this report the appraiser(s) signing this report have no knowledge concerning the presence or absence of toxic materials, asbestos, and/or urea-formaldehyde foam insulation in existing improvements. If such materials are present the value of the property may be adversely affected. No responsibility is assumed for any such conditions, or for any expertise or engineering to discover them.

The appraiser assumes the subject property is not presently affected by hazardous, toxic materials or detrimental substance or conditions. The appraiser is not an environmental expert. The client/user, property owner, or buyer should retain an expert for such environmental studies.

AMERICANS WITH DISABILITIES ACT (ADA):

The Americans with Disabilities Act (ADA) became effective January 26, 1992 as to the removal of barriers in existing public accommodations. The ADA applies to alterations of existing public accommodations or commercial facilities as of January 26, 1992 and new construction of commercial facilities or places of public accommodation designed for first occupancy after January 26, 1993. A compliance survey of the subject property has not been conducted to determine if it conforms to the various requirements of the ADA. A compliance survey of the property, in conjunction with a detailed study of the ADA requirements, could reveal that the property is not in compliance with one or more of the requirements. If so, this could have a negative effect on the value of the property. Since the appraiser is not qualified to determine if the subject property complies with the various ADA regulations, the appraiser did not consider possible noncompliance with the requirements of the ADA in estimating the value of the subject property.

APPRAISAL ACCEPTANCE AND ACKNOWLEDGEMENT:

Acceptance of, and/or use of, this appraisal constitutes acknowledgement and acceptance of all the conditions, assumptions, certification, appraiser's judgment and opinions and the final opinion of value. By acceptance of this appraisal, the client and/or user acknowledge that a value opinion is only an opinion and is not a provable fact. Once the client and/or user utilizes the appraisal in any manner or for any purpose is evidence of the clients and/or user's acknowledgement and acceptance that this appraisal is satisfactory and fully acceptable.

ALTERATIONS AND/OR CHANGES TO THE REPORT:

The appraiser(s) and/or associates of **Four State Appraisal, LLC** reserve the unlimited right to alter, amend, revise or rescind any of the statements, findings, opinions, values, estimates, or conclusions upon any subsequent study or analysis, or previous study, or factual information as to market or subject, or analysis subsequently becoming known to the appraiser that was unknown when the report was completed.

PRIVACY NOTICE

Pursuant to the Gramm-Leach-Bliley Act of 1999, effective July 1, 2001, Appraisers, along with all providers of personal financial services are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic personal information. As professionals, we understand that your privacy is very important to you and are pleased to provide you with this information.

TYPES OF NONPUBLIC PERSONAL INFORMATION WE COLLECT:

In the course of performing appraisals, we may collect what is known as “nonpublic personal information” about you. This information is used to facilitate the services that we provide to you and may include the information provided to us by you directly or received by us from others with your authorization.

PARTIES TO WHOM WE DISCLOSE INFORMATION:

We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to nonaffiliated third parties, except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third party consultants who need to know that information to assist us in providing appraisal services to you. All of our employees and any third party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm.

A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party.

CONFIDENTIALITY AND SECURITY:

We will retain records relating to professional services that we have provided to you for a reasonable time so that we are better able to assist you with your needs. In order to protect your nonpublic personal information from unauthorized access by third parties, we maintain physical, electronic and procedural safeguards that comply with our professional standards to insure the security and integrity of your information.

Please feel free to call us at any time if you have any questions about the confidentiality of the information that you provide to us.

III

PRESENTATION OF DATA

REGIONAL AND COMMUNITY DATA

IDENTIFICATION OF SUBJECT SITE

LISTING AND SALES CONTRACT INFORMATION

ASSESSMENT DATA AND REAL ESTATE TAXES

SALES HISTORY

ADVERSE CONDITIONS

HYPOTHETICAL CONDITIONS & EXTRAORDINARY ASSUMPTIONS

REGIONAL AND COMMUNITY DATA

The subject property is located inside the city limits of Carthage, Jasper County, Missouri. The Joplin Metropolitan Statistical Area (MSA) is composed of Jasper and Newton Counties. These counties are located in the southwest part of the State of Missouri adjacent to the Missouri-Kansas line. Information on Jasper and Newton Counties and on Joplin and Carthage is presented and analyzed in regard to the main factors that influence the subject market. These factors are subdivided into **environmental, social, economic, and governmental** categories.

ENVIRONMENTAL FACTORS:

Topography & Climate: Jasper County has total of area of about 641 square miles and Newton County has a total area of about 629 square miles. These Counties are located on the Western fringe of the Ozark Mountain area.

Topography varies widely within these Counties, but in general, the Northern part of Jasper County has more gentle slopes with the Southern part and Newton County being cut more by streams resulting in more rolling and steeper slopes.

Jasper and Newton Counties are very similar in climate. The Jasper County area is hot in the summer and moderately cool in the winter. The winter average temperature is 38.3 degrees Fahrenheit. The lowest temperature on record is -21 degrees Fahrenheit. In summer, the average temperature is 78.4 degrees Fahrenheit and the average daily maximum temperature is about 84.7 degrees Fahrenheit. The highest temperature on record is 115 degrees Fahrenheit. The frost line for water pipelines and footings is considered to be 24 to 32 inches.

The total average annual precipitation is 46.07 inches, about 56 percent of which falls in March through August, during the growing season for most crops. Thunderstorms, some of which produce tornadoes, occur on about 60 days each year, and most occur in the summer. The average seasonal snowfall is 12.5 inches.

The average relative humidity in mid-afternoon is about 55 percent. Humidity is higher at night, and the average dawn is about 80 percent. The sun shines 70 percent of the time possible in the summer and 50 percent in the winter. Average wind speed is highest, at 13 miles per hour, in the spring.

Typically, residential and commercial buildings require adequate heating and air conditioning. Snow removal and storm drainage systems may be required.

Environmental: The appraiser is not an expert environmental inspector and therefore might be unaware of existing hazardous substances and/or detrimental environmental conditions which may have a negative effect on the safety and value of the property. It is possible that tests and inspections made by a qualified environmental inspector would reveal the existence of hazardous materials and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.

This appraisal is based on the assumption that there are no environmental violations and the subject is in full compliance with local, state and/or federal environmental regulations, and laws.

The acceptance and use of this appraisal constitutes the release of the appraiser and the corporation of any liability concerning any kind of environmental issues. If any of the environmental assumptions are incorrect, the final opinion of value may not be valid and would warrant additional research and analysis. This appraisal is not an environmental assessment or analysis; such analysis would be beyond the scope of this appraisal. The lender/client of this appraisal should retain an environmental expert if they have any concerns.

Flood Zone Information: According to the Flood Source Flood Hazard Maps 29097C0190E dated November 2, 2012, the subject is located in Zone X designated as an area of minimal flooding, but generally considered as an area with no potential for flooding. See attached flood map for a better illustration.

SOCIAL FACTORS:

Social factors include many social characteristics, but among the most relevant are location, population density, housing, employment, quality, and availability of educational, medical, social, recreational, cultural, and commercial services.

Location: The subject property is located inside the city limits of Carthage, Jasper County, Missouri. Carthage is connected to Joplin to the east and is approximately 130 miles east of Tulsa, Oklahoma and approximately 150 miles south of Kansas City, approximately 280 miles southwest of St. Louis, approximately 200 miles southwest of Jefferson City, and approximately 60 miles west of Springfield, Missouri.

Population and Housing: In general, the population of Jasper County was relatively stable from 1950 through 1970, but has increased substantially since then. Population statistics are shown in the following table. Joplin accounts for approximately 42% of the population in Jasper County, while Carthage accounts for approximately 12%.

POPULATION			
<u>YEAR</u>	<u>JASPER COUNTY</u>	<u>JOPLIN</u>	<u>CARTHAGE</u>
1990	90,465	40,961	11,318
2000	104,686	45,504	12,697
2010	117,404	50,150	14,378
2020	122,761	51,762	15,522

Housing: The Bureau of the Census indicates the following Jasper County statistics:

Total resident population (2020)	122,761
Percent of population over 65 years (2020)	16.3%
Housing Units (2022)	54,446
Owner-Occupied Housing Rate (2022)	63.2%
Median Value of Owner-Occupied Housing Units (2022)	\$147,500
Median Household Income (2022)	\$54,963
Per Capita Income (2022)	\$28,371

Educational Institutions: The Carthage R-9 Public School system has an AAA rating by the State Department of Education and consists of five elementary schools, one intermediate center, one junior high, high school, and one technical center. As of the 2019 - 2020 school years, the Carthage R-9 Public School system has a combined total of approximately 5,000 students and 452 certified staff.

Public schools offering higher education are Missouri Southern State University in Joplin with approximately 4,500 students, Crowder College in Neosho with approximately 3,700 students, Pittsburg State University in Pittsburg, Kansas with approximately 6,800 students, Southwest Missouri State University in Springfield with approximately 18,500 students, and Ozark Technical Community College in Springfield with approximately 10,400 students.

Thirteen private schools in Springfield offer advanced training and college level courses and have a total full-time enrollment of approximately 10,500 students. These schools include seven affiliated with religious institutions.

Transportation: Carthage and Joplin are served by the mainline of the Kansas City Southern (KCS) railroad, as well as by branch lines of the BNSF Railway and Missouri and Northern Arkansas Railroad (MNA). Joplin was once a beehive of railroad activity; however, many of the original railroad lines serving Joplin were abandoned after the demise of the mining and industrial enterprises. Passenger trains have not served the area since the 1960's. Joplin's Union Depot is still intact along the KCS mainline and efforts are underway to restore it.

Interstate 44 connects Carthage with Springfield and St. Louis to the east and Tulsa and Oklahoma City to the west. U.S. 71 runs west of the town, connecting Carthage to Kansas City on the north and Shreveport, LA to the south. It has been proposed to convert 71 into Interstate 49 in the future; the highway is already built to four-lane freeway and expressway standards from Kansas City, south through Joplin to Ft. Smith, AR.

ECONOMIC FACTORS:

A diverse and brisk economy supports the needs of industry in this rapidly growing region. The local economy realizes \$220 million direct income each year from tourism, which is supported by more than 2,000 hotel rooms and 150 restaurants. In addition to excellent schools, churches, and community activities, Joplin offers a cost of living that is among the most desirable of any city of its size in the country. ACCRA (American Chamber of Commerce Researchers' Association) currently computes cost of living in Joplin to be 86.2% of the national average for metropolitan areas. For residential housing, Joplin offers one of best values in the United States.

Recreational facilities within Joplin include five public swimming facilities, eleven public parks, three public golf courses, three country clubs, and two YMCA's. Joplin is a short drive from Carthage and offers the most economic opportunities for the overall area.

Employment: Joplin, with a 2020 population of 51,762, is the largest city in Jasper County. The Joplin Metropolitan Statistical Area, consisting of Jasper and Newton Counties, in 2020 Jasper County had a civilian labor force of 77,462.

The 2020 Economic Census Summary Statistics for Jasper County are shown in the table below.

EMPLOYMENT			
<u>SECTOR</u>	<u># OF ESTABLISHMENTS</u>	<u>SALES OR RECEIPTS</u>	<u># OF PAID EMPLOYEES</u>
Manufacturing	199	\$2,432,757,000	10,798
Wholesale trade	181	\$1,453,158,000	1,861
Retail trade	603	\$1,443,554,000	7,848
Real Estate	129	\$55,416,000	530
Health care	334	\$489,160,000	7,080
Food Services	224	\$130,510,000	4,224
Other Services	257	\$86,788,000	1,232

The major industrial employers and services in the area are as follows:

<u>NAME</u>	<u>SERVICE</u>
Freeman Hospital	Health Care
St. John's Hospital	Health Care
Tamko	Roofing Manufacturer
Pillsbury	Food Processing
Jasper Foods	Food Processing
Able Body	Commercial Fabrication
Wal-Mart	Retail Sales

AGRICULTURE: In addition to the sales and receipts from businesses and services shown in the previous table, the market value of agricultural products is a substantial portion of the Jasper County gross commercial product. According the 2002 Economic Census the cash receipts from agricultural products was estimated at \$2,969,000 with a 133 establishments.

GOVERNMENTAL FACTORS:

The subject property is zoned as District E (General Business District) & District A (First Dwelling District).

Carthage has approximately 106 full-time employees delivering a variety of services to the regional community. The city has 28 full-time police officers and 21 full-time firefighters.

SUMMARY:

Jasper County is growing in population and has a varied economy based primarily on health care, manufacturing, services, retail, and agriculture. The economy is diverse and does not depend on any one company. The population is sufficient to maintain the present demand for office, service, and retail space and likely will continue to grow in the foreseeable future.

Joplin businesses draw customers from both local and the surrounding area. With the increasing population in the area and the history of the neighborhood and future growth trends, it is the appraiser's opinion the value of similar properties are expected to remain positive with growth and development to be good overall. The area is growing fast with several new businesses and old businesses rebuilding after the May tornado of 2011.

IDENTIFICATION OF SUBJECT SITE

ADDRESS:

Airport Drive & Missouri Avenue, Carthage, Missouri 64836

SHAPE, DIMENSIONS AND AREA:

The subject site is a rectangular shaped corner lot that is 39,933 Sq.Ft. See attached plat map for a better illustration of the size and shape of the site.

TOPOGRAPHY, DRAINAGE AND SOILS:

The subject site is generally level overall. The site appears to have adequate drainage and the soil is assumed to have adequate load-bearing capacity.

UTILITIES:

Public utilities are readily available to the subject site; however, they are not currently connected as of the effective date of this appraisal.

STREET IMPROVEMENTS AND ACCESSIBILITY:

The site is bordered by Missouri Avenue on the west and W Airport Drive on the south. See attached plat map for a better illustration. These streets are two-lane asphalted streets that are regularly maintained by the City of Carthage and have a moderate to low traffic flow. The subject site is adequately accessible from either street; however, there are no existing improvements on the site as of the effective date of this appraisal.

ZONING:

The subject property is currently zoned as District E (General Business District) & District A (First Dwelling District).

FLOOD ZONE:

According to the Flood Source Flood Hazard Maps 29097C0190E dated November 2, 2012, the subject is located in Zone X designated as an area of minimal flooding, but generally considered as an area with no potential for flooding. See attached flood map for a better illustration.

ENVIRONMENTAL ISSUES:

It is unknown if a Phase 1 Environmental Site Assessment has been conducted on the subject site. If a definitive answer is desired regarding the site's environmental integrity, a professional environmental site assessment should be conducted. The appraiser is not qualified for such assessment.

EASEMENTS / ENCROACHMENTS:

A title insurance policy was not provided with this assignment. No encroachments were observed at the time of inspection. For a more definitive answer regarding easements and encroachments a title insurance policy should be acquired.

LISTING AND SALES CONTRACT INFORMATION

The subject property has not been actively listed for sale within the last year of the effective date of this appraisal; therefore, no listing data or sales contract information was available for the subject property.

ASSESSMENT DATA AND REAL ESTATE TAXES

The Jasper County Assessor lists the subject site as parcel numbers: 14-5.0-16-10-014-004.000.

According to the Jasper County Collector, the real estate taxes for the subject site in 2023 were \$0 as the property is owned by the City of Carthage and tax exempt.

SALES HISTORY

After researching the subject's sales history, there were no transfers of ownership in the last three years prior to the effective date of this appraisal according to Jasper County records.

ADVERSE CONDITIONS

The subject property was inspected on February 8, 2024, no adverse conditions were observed at that time.

HYPOTHETICAL CONDITIONS & EXTRAORDINARY ASSUMPTIONS

This appraisal is based on the assumption that there are no environmental violations and the subject is in full compliance with local, state and/or federal environmental regulations, and laws.

IV

ANALYSIS OF DATA AND CONCLUSIONS

HIGHEST AND BEST USE

SITE VALUATION ANALYSIS / SALES COMPARISON APPROACH

EXPLANATION OF ADJUSTMENTS

RECONCILIATION AND FINAL OPINION OF VALUE

COMPARABLE DATA SHEETS

HIGHEST AND BEST USE

The purpose of the highest and best use analysis for this property is to identify the most profitable use that is legal and feasible. Highest and best use is defined by *The Dictionary of Real Estate Appraisal, Sixth Edition*, as: "The reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."

In determining the highest and best use of the subject property, careful consideration was given to the economic, legal, and social factors, which motivate investors to develop, own, buy, sell and lease real estate.

The highest and best use must meet four criteria. These are as follows: it must be physically possible, legally permissible, financially feasible and maximally productive. The four criteria are applied in sequential order. The selection of uses is narrowed through the consideration for each criterion, so that by the time the last criterion is applied; only a single use is indicated. Hence, a property often will have numerous uses which are physically possible, a lesser number which are both physically possible and legally permissible; fewer still which are physically possible, legally permissible and financially feasible; and only a single use which meets all four criteria.

The highest and best use results from the appraiser's judgment, opinion, and analysis of available data and is not fact, rather the appraiser's opinion.

HIGHEST AND BEST USE:

Physically Possible: The site consists of a rectangular shaped parcel of land that doesn't appear to be limited physically due to size, shape, access, or topography. No known subsoil or drainage conditions exist that would adversely affect the property. No known functional or external obsolescence's were observed. The surrounding land uses include commercial and residential.

Legally Permissible: The subject site is zoned District E (General Business District) & District A (First Dwelling District); therefore, any use that conforms to this zoning ordinance would be legally permissible. No deed restrictions, easements, or encroachments were observed.

Financially Feasible: The subject site is similar to other surrounding sites and has similar potential uses. The continued sales of land in this area for commercial use are a good indicator that this use is financially feasible.

Maximally Productive: The subject site is zoned similar to surrounding properties in the area; therefore, a use that is similar to these surrounding properties is assumed to be the most appropriate and would produce the greatest return and highest land value for the subject site. The site has multiple zoning designations as can be seen by the attached zoning map.

SITE VALUATION ANALYSIS

In estimating the subject's land value, the site is considered to be vacant and ready to development. This implies that roads and utilities are in place, and the site is available for development to its Highest and Best Use.

The procedures used to value vacant land are:

- Sales Comparison Approach
- Allocation
- Extraction
- Income Capitalization, divided into
 - Direct Capitalization Techniques
 - Land Residual
 - Ground Rent Capitalization
 - Yield Capitalization Techniques
 - Subdivision Development (by discounted cash flow analysis)

The Sales Comparison Technique is the preferred method if adequate sales are available and is the method that was utilized in this analysis.

Sales Comparison Approach:

1. The sales comparison approach is one of the three recognized approaches to value in real estate appraising. In general, the sales comparison approach involves making direct comparisons of the subject property to similar properties that have sold in the same or similar market area. The comparisons are made in order to arrive at an indicated opinion of Market Value for the subject property.

2. The sales comparison approach is based on the principle of substitution. This principle states that when several similar or commensurate commodities, goods, or services are available, the one with the lowest price will attract the greatest demand and widest distribution. A buyer will not pay more for one property than for another that is equally desirable.

3. The lender/client of this appraisal should remember that this technique, as with the other two recognized approaches to value, is not facts, but judgments and opinions of the appraiser.

4. The basic steps in this approach are as follows:

- a. Research the market to identify similar properties for which pertinent data is available and select sales of properties most comparable to the subject.
- b. Collect and verify sales data with regard to sale price, sale date, location, physical characteristics, conditions or terms of sale, and motivating forces.
- c. Select the relevant units of comparison and develop a comparative analysis for each unit.
- d. Using the units of comparison, compare the subject property and sales, adjusting the comparable sales price accordingly.
- e. From the sales analysis and comparisons, reconcile the adjusted prices and value indications and formulate an opinion of value for the subject property.

This approach is most reliable when there is a reasonable active market that provides a sufficient quantity of data on which to base an estimate of the subject's market value. When based on sufficient market data, the results of this approach can be a strong indicator of value because the data is obtained from the market.

Several units of comparison are available to aid in the comparison process in the Sales Comparison Approach. Sale price per square foot was chosen for use in this appraisal. This value indicator is calculated by dividing the sale price of the sold property by its square footage. The unit value indicators thus developed are next adjusted for dissimilarities between the comparable properties and the subject.

The land market in the subject's immediate area has been researched and the appraiser has found three similar sales of vacant land that could be confirmed. The land value of the subject property was derived from these vacant land sales. These sales are summarized on the following pages. A location map of the subject property and land sales are shown in this report along with an adjustment grid.

SUMMARY OF COMPARABLE LAND SALES

Sale Number	Sq.Ft.	Sale Date	Sales Price	Price/Sq.Ft.	Utilities
Comparable #1	50,965	01/29/2024	\$53,000	\$1.04	None
Comparable #2	51,401	01/18/2021	\$39,000	\$0.75	None
Comparable #3	43,560	10/25/2019	\$42,000	\$0.96	None

LAND SALES ADJUSTMENT GRID

Sale Number	Comparable #1	Comparable #2	Comparable #3
Sq.Ft.	50,965	51,401	43,560
Date of Sale	01/29/2024	01/18/2021	10/25/2019
Sale Price	\$53,000	\$39,000	\$42,000
Price/Sq.Ft.	\$1.04	\$0.75	\$0.96
Adjustments:			
Conditions of Sale	0	0	0
Time	0	+\$0.26	+\$0.36
Adjusted Price per Sq.Ft.	<u>\$1.04</u>	<u>\$1.01</u>	<u>\$1.32</u>
Size	0	0	0
Location	0	0	0
Quality	0	0	0
Condition	0	0	0
Contributory Value (Improvements per Sq.Ft.)	0	0	0
Total Gross Adjustments	\$0	\$0.26	\$0.36
Adjusted Price per Sq.Ft.	\$1.04	\$1.01	\$1.32

EXPLANATION OF ADJUSTMENTS

All the comparables used are similar to the subject, but they were given individual adjustments to better reflect the subject's value in the market place.

If a feature in the comparable is superior to or more favorable than the subject property, a minus (-) adjustment was made to the comparable price, thus reducing the indicated value of the subject property.

If a feature in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment was made to the comparable price, thus increasing the indicated value of the subject property.

The comparable sales prices were adjusted according to dissimilarities between the subject and comparables, resulting in an adjusted price per square foot and an indication of value for the subject.

MEASURE OF VALUE: All information gathered and researched from multiple listing services, realtors, and independent third party sources show that the price per acre is the typical measure of value for this type of property based on the size of the properties. The price per square foot is the measure of value used in this report.

CONDITIONS OF SALE: There are no known unusual conditions of sale for any of these comparables; therefore, no condition adjustment was considered appropriate.

TIME: All of the comparables have sold within the last five years. These commercial lots inside the city limits of Carthage do not sell very often as most of these types of lots in this area have been built up for many years or are private sales; therefore, the use of some dated sales could not be avoided and were utilized in this analysis. The only time these type of lots generally sale are when the improvements that were on the sites have depreciated out, have been removed, or a larger tract of land has been sub-divided.

After interviewing with several realtors, brokers, and researching market trends, it appears that the appreciation rate for this type of property is approximately 2 to 4 percent per year with the exception of the last three years that real estate values have increased considerably nationwide by approximately 10 percent from the beginning of 2021 to the present; therefore, the appraiser has estimated a time adjustment of 3 percent per year to be appropriate for every year up to 2021 and has increased 10 percent each year after.

SIZE: All of the comparables are very similar in size to the subject property; therefore, no adjustment for size was considered appropriate.

LOCATION: The subject and all comparables are located inside the city limits in Carthage. All comparables are located very close in proximity to the subject site, therefore, no adjustment for location was considered appropriate.

QUALITY: All of the comparables appear to be of the same quality land as the subject site; therefore, no adjustment for quality was considered appropriate.

CONDITION: The subject site and all comparables appear to be in average condition and maintained at the same level; therefore, no adjustment for condition was considered appropriate.

UTILITIES: The subject site is vacant land with no on site utilities. All comparables utilized in this appraisal are also vacant land sales with no on site utilities; therefore, no adjustment for utilities was considered appropriate.

USE OR ZONING: All the comparables have the same or similar zoning as the subject site; therefore, no adjustment for zoning was considered appropriate.

CONTRIBUTORY VALUE: All of the comparable land sales utilized in this analysis are vacant land sales with no improvements to contribute value to the site; therefore, no adjustment for contributory value was considered appropriate.

RECONCILIATION AND FINAL OPINION OF SITE VALUE

Giving consideration to the site analysis, it is the opinion of the appraiser that these comparables were the most similar sale available at this time. Due to the lack of recent sales in the immediate area, the appraiser was forced to use some dated sales; however, all sales are located close in proximity to the subject site and very similar overall. These sales were considered the best available at this time and after the appropriate adjustments were considered good indicators of market value for the subject site.

All comparables utilized have some strengths and weaknesses in similarities; however, comparable one was the most recent sale and required not adjustments. Comparables two and three were both dated sales and required adjustments for time, so they were not as reliable as comparable one; therefore, the appraiser has given the most weight and consideration to comparable one. The final analysis of the comparable sales, along with the weighted analysis demonstrated below should reflect and interpret the motivations, attitudes, actions, and reactions of buyers and sellers in the market place for this type of property:

	<u>Adjusted Price per Sq.Ft.</u>	<u>Weight</u>	
<u>Land Sale #1</u>	\$1.04	60%	\$0.62
<u>Land Sale #2</u>	\$1.01	30%	\$0.30
<u>Land Sale #3</u>	\$1.32	10%	<u>\$0.13</u>
Indicated price per Sq.Ft. of the Subject Property			\$1.05

(\$1.05 per Sq.Ft. x 39,933 Sq.Ft. = **\$41,930**)

THE ROUNDED INDICATED SITE VALUE AS OF FEBRUARY 8, 2024 IS:

FORTY-TWO THOUSAND DOLLARS

(\$42,000)

LAND SALE #1



ADDRESS: Lot 21 The Loop, Carthage, Missouri 64836

PROXIMITY TO SUBJECT: 0.73 miles

SITE SIZE: 50,965 Sq.Ft.

SALE DATE: 01/29/2024

INTEREST CONVEYED: Fee Simple Estate

SALE PRICE: \$53,000 / 50,965 Sq.Ft. = \$1.04 per Sq.Ft.

TERMS: Cash

ZONING: District F (Light Industrial)

UTILITIES: None

TOPOGRAPHY: Level

SOURCE: Ozark Gateway Association of Realtors #230843

DOM: 332

COMMENTS: None

LAND SALE #2



ADDRESS: 4xx George Phelps Boulevard, Carthage, Missouri 64836

PROXIMITY TO SUBJECT: 0.49 miles

SITE SIZE: 51,401 Sq.Ft.

SALE DATE: 01/18/2021

INTEREST CONVEYED: Fee Simple Estate

SALE PRICE: \$39,000 / 51,401 Sq.Ft. = \$0.75 per Sq.Ft.

TERMS: Cash

ZONING: District E (General Business)

UTILITIES: None

TOPOGRAPHY: Level

SOURCE: Ozark Gateway Association of Realtors #191089

DOM: 677

COMMENTS: Improvements in the photo were not there at the time of transaction. (Land Only)

LAND SALE #3



ADDRESS: TBD Peachtree Drive, Carthage, Missouri 64836

PROXIMITY TO SUBJECT: 0.60 miles

SITE SIZE: 43,560 Sq.Ft.

SALE DATE: 10/25/2019

INTEREST CONVEYED: Fee Simple Estate

SALE PRICE: \$42,000 / 43,560 Sq.Ft. = \$0.96 per Sq.Ft.

TERMS: Conventional

ZONING: District F (Light Industrial)

UTILITIES: None

TOPOGRAPHY: Level

SOURCE: Ozark Gateway Association of Realtors #185008

DOM: 373

COMMENTS: Improvements in the photo were not there at the time of transaction. (Land Only)

V

ADDENDA

SUBJECT PHOTOGRAPHS

SUBJECT AERIAL MAP

LOCATION MAP

SUBJECT FLOOD MAP

SUBJECT PLAT MAP

SUBJECT ZONING MAP

COUNTY RECORDS

TERMINOLOGY

APPRAISER QUALIFICATIONS

SUBJECT SITE FRONT



SUBJECT SITE SIDE



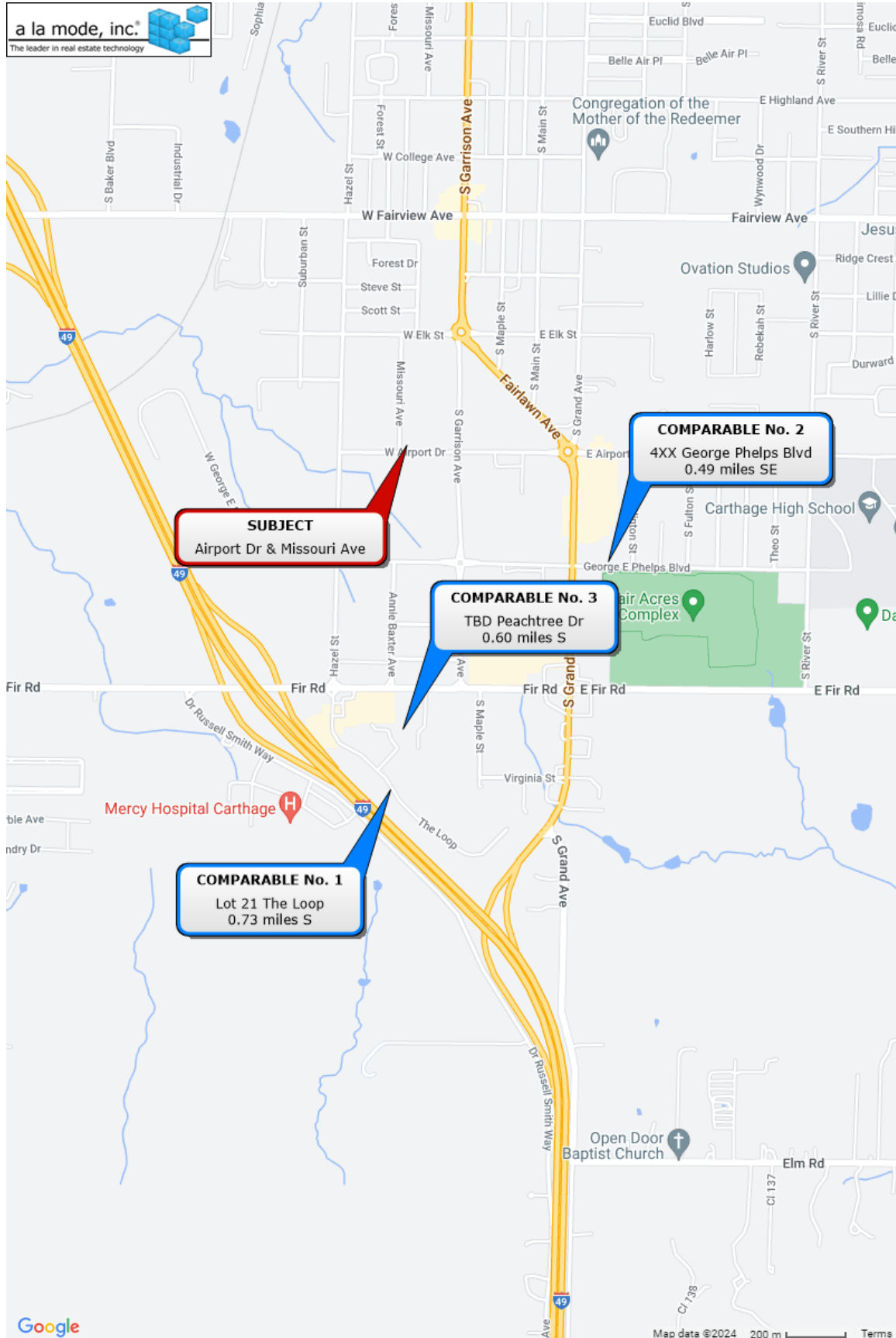
SUBJECT STREET (EAST VIEW)



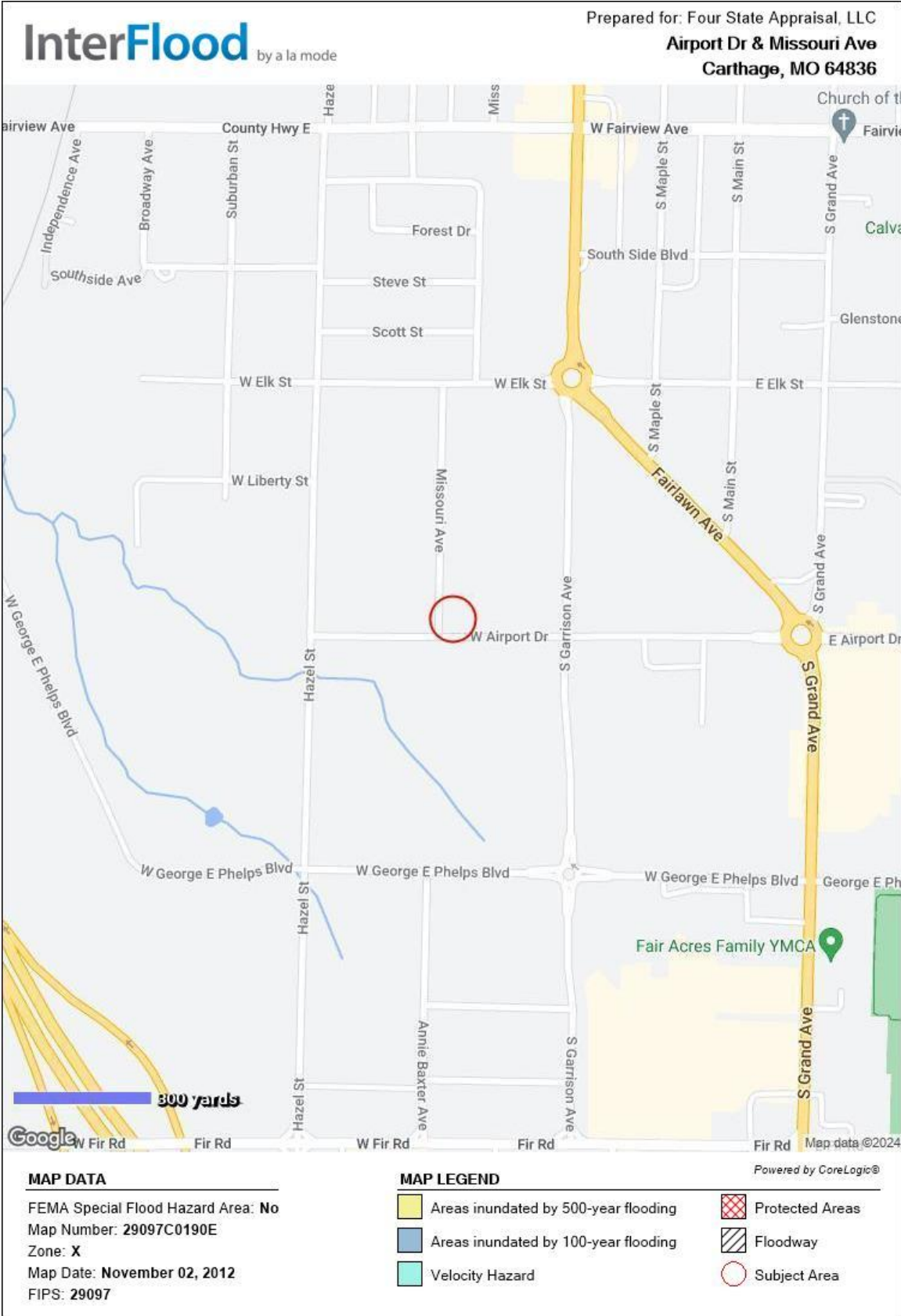
SUBJECT AERIAL MAP



LOCATION MAP



SUBJECT FLOOD MAP



SUBJECT PLAT MAP



SUBJECT ZONING MAP



ZONING LEGEND

	A - FIRST DWELLING
	B - SECOND DWELLING
	C - APARTMENT
	D - LOCAL BUSINESS
	E - GENERAL BUSINESS
	F - LIGHT INDUSTRIAL
	G - HEAVY INDUSTRIAL
	O - NON-RETAIL
	CITY LIMITS
	Highway Maintained By City
	Highway Maintained By State

SUBJECT ASSESSOR'S TAX CARD

Jasper County, MO

Summary

Parcel ID 14501610014004000
Alternate ID 03-251531-0000
Property Address CARTHAGE
Neighborhood 3103CA
Subdivision FAIRLAWN SUB
Tax District 137
Acres 0.9167
School District R9
Land Use (681) EXEMPT
Living Unit 0
Total RES Living Area 0
Total COM Living Area 0
Class Exempt
Book 2116
Page 1037
Sec/Twp/Rng 16-28-31
Brief Tax Description FAIRLAWN SUB W 1/2 LOTS 14 15 & 16 BLK C
Street Type
Topography
Utilities

(Note: Not to be used on legal documents)

Owner

[CARTHAGE CITY](#)
326 GRANT ST
CARTHAGE MO 64836

Land

Descr	P	LN	CD	Acres	Frontage	Depth	Base Size	Base Rate	Sq ft.	Incr / Decr	Land-Val
ENTIRE LOT	F	1	1	0.9167	153	261	100.00	145	39,933	145 / 145	\$25,290

Total Acres:
0.9167
Total Land-Value:
\$25,290

Sales

Date	Book	Page	Instr Type	Sale Validity	Grantor	Grantee	Price	Recording
30-DEC-08	2116	1037	WS	FINANCING UNUSUAL	OLER GERALD L & LILLIAN A	CITY OF CARTHAGE	\$0	2116 1037

Valuation

	Appraised Values	Assessed Values
Current Land	\$25,290	\$0
Current Building	\$0	\$0
Current Total	\$25,290	\$0

Disclaimer: The 2024 Appraised and Assessed values have not been certified and are subject to change. The above totals may only reflect a single value class. If a property has multiple value classes, it may not appear in the totals above. Contact the Assessor's office for total assessed and/or appraised value.

Tax Information

For tax information, please follow this [link](#) to the website of the Collector of Revenue. Use the "Alternate ID" found at the top of this report to search for the taxes due / paid.

TERMINOLOGY

APPRAISAL: An unbiased estimate of the nature, quality, value, or utility of an interest in, or aspect of, identified real estate and related personality.

APPURTENANCE: Something that has been added or appended to a property and has since become an inherent part of the property; usually passes with the property when title is transferred.

APPROACHES TO VALUE: Systematic procedures used to derive value indications in real property appraisal. See also Cost Approach, Income Capitalization Approach, and Sales Comparison Approach.

BUSINESS VALUE: A value enhancement that results from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases, and operating agreements.

CAPITAL RECAPTURE: The return of equity in an investment as distinguished from the return on equity. Investment capital may be recaptured through annual income or it may be recaptured all or in part through resale of the property at the termination of the investment; also called capital recovery.**

CAPITALIZATION RATE: Any rate used to convert income into value.

CONVENIENCE SHOPPING CENTER: A planned development in which most retailers sell daily necessities.

CUMULATIVE ATTRACTION: A situation that results when retail establishments locate next to each other so that each establishment can benefit from the increased volume of potential customers drawn to the cluster of retail establishments; also called clustering.**

EXCESS LAND: In regard to an improved site, the land not needed to serve or support the existing improvements. In regard to a vacant site or a site considered as though vacant, the land not needed to accommodate the sites primary highest and best use. Such land may be separated from the larger site and have its own highest and best use, or it may allow for future expansion of the existing or anticipated improvement.

EXCESS RENT: The amount by which contract rent exceeds market rent at the time of the appraisal.

FIXTURE: An article that was once personal property, but has since been installed or attached to the land or building in a permanent manner so that it is regarded in law as part of the real estate.

GOING CONCERN VALUE: The value of an operating business enterprise. Goodwill may be separately measured but is an integral component of going concern value.***

GOODWILL: An intangible asset category usually comprised of elements such as name or franchise reputation, customer patronage, location, products, and similar factors.***

GOVERNMENT FEE TAKE LINE (GFTL): The property boundary line between U.S. Government owned land and private property. In the case of property near Table Rock Lake, it is the property boundary created when the U.S. Government acquired property adjacent to the lake.**

GROSS BUILDING AREA (GBA): The total floor area of a building, including below-grade space but excluding unenclosed areas, measured from the exterior of the walls.

GROSS LEASABLE AREA (GLA): The total floor area designed for the occupancy and exclusive use of tenants, including basements and mezzanines, and measured from the center of interior partitioning to outside wall surfaces.

HIGHEST AND BEST USE: The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legally permissible, physically possible, financially feasible, and maximally profitable.

- A. Highest and Best Use of Vacant Land results when it is improved in a manner which may reasonably be expected to produce the greatest net return to the land over a given period of time.**
- B. Highest and Best Use of Improved Property is that use made by existing physical improvements, altered or remodeled, as indicated, which will produce the greatest net return on the required investment over a given period of time.**

INVESTMENT VALUE: The specific value of an investment to a particular investor or class of investors based on individual investment requirements; distinguished from market value, which is impersonal and detached.

LAKE FRONTAGE: The common term used in the Table Rock Lake and Bull Shoals Lake area of Missouri and Arkansas to describe land adjacent to the U.S. Government owned land surrounding these lakes. Lake frontage property seldom, if ever, is immediately adjacent to these lakes. There is almost always some government owned land between the private property owner and the lake. The distance from the private property to the lake varies depending on several factors including the degree of slope from the private property to the lake.

LEASE: A lease is a written document in which the rights to use and occupy land or structures are transferred by the owner to another for a specified period of time in return for a specified rent.

LEASED FEE ESTATE: An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the leased fee are specified by contract terms contained within the lease.

LEASEHOLD ESTATE: The interest held by the lessee (the tenant or renter) through a lease conveying the rights of use and occupancy for a stated term under certain conditions.

MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable there to; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.***

PERSONAL PROPERTY: Identifiable portable and tangible objects which are considered by the general public as being "personal", e.g. furnishings, artwork, antiques, gems and jewelry, collectibles, machinery, and equipment; all property that is not classified as real estate.***

PRIMARY TRADE AREA: The geographic area around a retail facility from which approximately 60% to 70% of the facilities customers are drawn; the geographic radius and driving time identified with the primary trading area vary with the type of facility.

REAL ESTATE: Physical land and appurtenances attached to the land, e.g., structures. An identified parcel or tract of land, including improvements, if any.

REAL PROPERTY: All interests, benefits, and rights inherent in the ownership of physical real estate and the bundle of rights with which the ownership of the real estate is endowed. In some states, real property is defined by statute and is synonymous with real estate.

RECREATIONAL PROPERTY:

- A. High-density, or high-quality, recreational properties are typically located near significant recreational features such as lakes, rivers, mountains, or seashores. The properties usually have community services readily available. They are often conveniently located near state highways, freeways, and airports. They can be described as urban properties in a rural setting because they are normally developed in the same manner as urban subdivisions.**
- B. Low-density, or low quality, recreational properties typically range from three to five acres per home site up to 40 acres per home site. These low-density recreational areas usually are located some distance from urban centers, have relatively modest levels of scenic and recreational amenities, and appeal to urbanites because of the remoteness and lack of developments. These recreational properties generally have limited services and are often served by only minimal community amenities.**

REHABILITATION: The process in which older buildings are modernized, remodeled, or restored, but generally considered to be less substantial than renovation, even though it usually involves repair of all of the building's basic systems and elements of construction.**

RENOVATION: The process in which older buildings are modernized, remodeled, or restored and result in an essentially new building within the framework of an old one. It typically meets new building code requirements.**

STRIP SHOPPING CENTER: A line of stores often tied together with a canopy over the sidewalk that runs along the store fronts.**

TRADE AREA: The geographic area from which the steady, sustaining patronage for a shopping center is obtained.

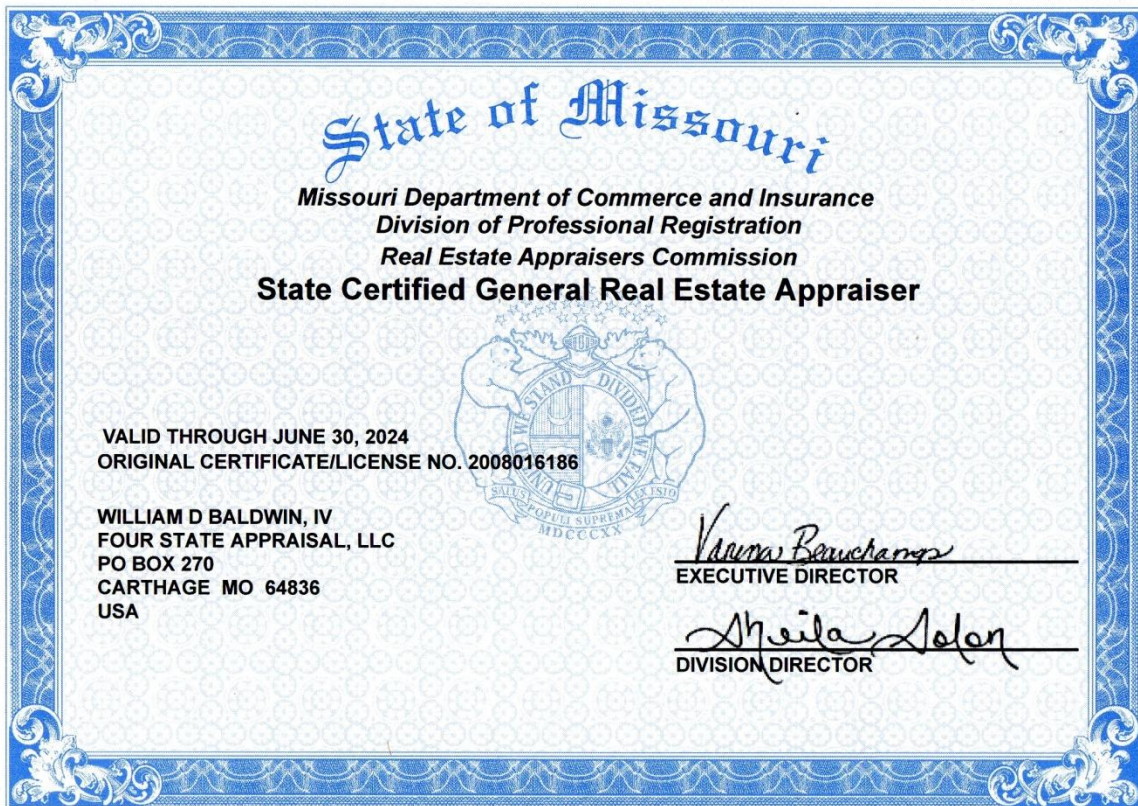
TRADE FIXTURE: An item owned and attached to a rented space or building by a tenant and used in conducting a business; also called chattel fixture.

*** (Definitions from *Uniform Standards of Professional Appraisal Practice* (USPAP).)

** (Definitions from various sources.)

All other definitions are from *The Dictionary of Real Estate Appraisal*, Third Edition, by The Appraisal Institute.

APPRAISER QUALIFICATIONS





Vacant Land Sale Contract

This Contract has legal consequences. If you do not understand it, consult your attorney.

This Vacant Land Sale Contract ("Contract") is made by and between:

Jaime A. Olvera ("Buyer") and the undersigned "Seller".

1. PROPERTY.

Seller agrees to sell and Buyer agrees to buy the real estate located in the municipality of (if incorporated) _____
(if left blank, deemed unincorporated and outside of municipal boundaries) and commonly known as:

TBD Parcel ID 1450161001400 Carthage MO MO Jasper
Section Township Range Street Address City Zip Code County

☐ (Check box if legal description attached)

If no legal description is attached, then legal description on Seller's vesting deed(s) to govern.

Such real estate, together with all attached improvements and fixtures thereon (unless specifically excluded below), all rights, privileges and easements appurtenant thereto, and any item of personal property specifically included below, are collectively the "Property".

2. INCLUSIONS AND EXCLUSIONS.

The Purchase Price and the Property includes (but is not limited to) all permanently attached equipment and fixtures not specifically excluded below which now exist and are located on the real estate, all of which Seller warrants to convey free and clear. *Note: This Contract, and not the Seller's Disclosure Statement, multiple listing or other promotional material provides for what is included in this sale. To avoid misunderstanding, list below, as "included" or "excluded", any items which may be subject to question.*

The following items are also **included** in the sale (e.g., list any non-affixed equipment, machinery or other personal property to be included):

The following items are **excluded** from the sale (e.g., list any items reserved, leased or otherwise not owned by Seller such as satellite dish equipment):

3. PURCHASE PRICE/EARNEST MONEY.

The "Purchase Price" for the Property to be paid by Buyer (subject to adjustments as provided herein) is: \$ 35,000.00

The "Seller Concessions" (if any) to be credited by Seller at Closing (see §10) are (\$0 if none stated): \$ 0

The "Earnest Money" to be applied to Purchase Price at Closing is (if applicable, check one below) \$ 1,000.00

☐ has been provided (recipient to complete "Receipt & Acknowledgement" following this Contract)

☒ shall be delivered by Buyer to the Escrow Agent no later than ten (10) days after the Effective Date (unless otherwise specified).

All Earnest Money shall be delivered to Meridian Title ("Escrow Agent").

Note: If additional Earnest Money is to be supplied at any time prior to Closing, or if any Earnest Money is to be treated as non-refundable, attach an appropriate rider, such as MSC-2001R (Earnest Money Rider). See also §8 below.

Escrow Agent shall confirm its deposit of any Earnest Money upon request by any party, and may retain any interest earned thereon. Buyer shall pay the balance of the Purchase Price, by any form of funds acceptable to Closing Agent ("Funds"), at Closing.

4. CLOSING.

Subject to the terms of this Contract, this sale will be closed (meaning the unconditional release and exchange of the Deed for the Purchase Price, together with all other documents and Funds required by this Contract, the "Closing") at the office of (the Title Company identified at §6 unless otherwise specified) Meridian Title ("Closing Agent") at

Carthage, MO on on or before December 27, 2023 (the "Closing Date").
Specify Location Month Day

Possession and all keys will be delivered to Buyer at Closing. **Note: Attach a rider if possession is to be transferred other than as of Closing:** See e.g., RES-3010 (Residential Lease); MSC-2080R (Possession by Buyer Prior to Closing); MSC-2090R (Possession by Seller After Closing); MSC-2085R (Limited Purpose Entry by Buyer Prior to Closing).

Brokers are not responsible for delivery of keys. Buyer should change locks following possession.

Unless specified otherwise, Seller warrants that the Property will be vacant as of the time of Closing (e.g., except for tenant(s) in possession pursuant to a lease approved pursuant to this Contract), and in its present condition (together with any improvements or repairs required by this Contract), ordinary wear and tear excepted, and free of any debris or personal property not included above. (Note: If the Property is to remain tenant occupied, please complete and attach Rental Property Rider MSC-2035R).

5. APPRAISAL/ FINANCING. (Check all applicable boxes)

Note: A lender's loan approval process does not always include a traditional appraisal. Different types of "appraisals" are available and underwriting requirements vary. If Buyer's performance under this Contract is to be independently conditioned upon the Property appraising at the Purchase Price, Buyer should check box A and complete the following.

☐ **A. Appraisal.** Buyer's performance under this Contract is contingent upon the Property appraising at not less than the Purchase Price, by an appraiser selected by Buyer and licensed by the State of Missouri (or selected by Buyer's lender if this Contract is also contingent on financing). If the appraised value is less than the Purchase Price, Buyer may request a reduction in the Purchase Price (but not less than the appraised value). If Buyer desires to act on this contingency, Buyer must deliver a written request (and a copy of the appraisal) to Seller no later than _____ days (25 if none stated) after the Effective Date. **Note:** MSC-2020N Appraisal Notice (Part A) may be used for this purpose. If Buyer does not timely deliver the Appraisal Notice to Seller, this contingency shall be deemed waived. If the parties do not reach a written agreement to reduce the Purchase Price as requested within _____ days (5 if none stated)

after delivery of the Appraisal Notice to Seller (the "**Appraisal Resolution Deadline**"), then this Contract shall automatically terminate (with Earnest Money returned to Buyer, subject to §8) unless Buyer waives this contingency by delivering Notice thereof to Seller on or before the Appraisal Resolution Deadline. **Note:** MSC-2020N (Part C) may be used for this purpose. If the Purchase Price is reduced, the loan amount in Buyer's financing contingency (if any) shall be proportionately reduced.

☒ **B. Not Contingent Upon Financing.** Although not a condition to performance, Buyer may finance any portion of Purchase Price.

☐ **C. Nonconventional.** Attach Government Loan (MSC-2011R) Seller Financing (MSC-2012R) or Assumption (MSC-2013R) Rider.

☐ **D. Conventional.** Buyer agrees to do all things reasonably necessary, including but not limited to completing a loan application, paying for a credit report, appraisal and any other required fees, providing all information required by lender and otherwise cooperating fully to make a good faith effort to obtain the financing described below. If Buyer does not deliver Notice, provided by Buyer's lender, to Seller of Buyer's inability to obtain a loan on the terms described below, by 5:00 p.m. on the date (the "**Loan Contingency Deadline**") which is ____ days (25 if none stated) after the Effective Date, then this contingency shall be deemed waived and Buyer's performance under this Contract shall no longer be conditioned upon Buyer obtaining financing; provided however, if such lender will not give Buyer such Notice, then Buyer may directly notify Seller (on or before the Loan Contingency Deadline) by providing a notarized affidavit that Buyer has timely complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such Notice from lender (e.g., see MSC-2010A "Buyer's Financing Contingency Affidavit" or MSC-2010B "Non-Individual Buyer's Financing Contingency Affidavit"). If Buyer has complied with the terms of this paragraph and has timely provided Notice to Seller of Buyer's inability to obtain a loan on the terms described below, then this Contract shall terminate with Earnest Money to be returned to Buyer (subject to §8).

(Complete one or both) Loan amount: ____% of the Purchase Price, or \$ ____.

Initial interest rate not to exceed: ____%. Amortization term ____ years.

Rate Type (check one): ☐ Fixed ☐ Adjustable ☐ Other: _____

Other terms (N/A if blank): _____

Note: If the Loan Contingency Deadline passes without a termination, Buyer remains obligated under this Contract and must have available all Funds required to close. A "loan commitment" or "preapproval" does NOT guarantee that Buyer's loan will actually fund.

6. TITLE/SURVEY. **Note:** Any Seller paid Title Fees set forth below are **in addition** to any "Seller Concessions" (see §10).

Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as directed by Buyer, by (unless otherwise specifically agreed) general warranty deed (the "**Deed**"), properly executed and in recordable form.

Within ____ days (10 if none stated) after the Effective Date (check applicable box below):

☐ **A.** Seller shall deliver to Buyer a commitment (the "**Title Commitment**") to issue a current ALTA owner's policy of title insurance in the amount of the Purchase Price (the "**Owner's Policy**"), both at Seller's cost.

☒ **B.** Seller shall deliver to Buyer a Title Commitment to issue an Owner's Policy (cost of both to be split 50/50 between parties).

☐ **C.** Seller shall deliver to Buyer a Title Commitment, at Seller's cost, to issue an Owner's Policy at Buyer's cost.

☐ **D.** Buyer may order a Title Commitment to issue an Owner's Policy (both at Buyer's cost).

The Title Commitment and Owner's Policy shall be issued by Meridian Title (the "**Title Company**"). Buyer, at its sole option, expense and liability, may also obtain a survey of the Property ("**Survey**") to confirm its legal description and determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other adverse matters that may be disclosed. **Note:** All surveys are not alike. Buyer should consult with its lender and Title Company as to their survey requirements and ability to provide full survey coverage. MSC-2500 (Survey/Elevation Certificate Order Form) may be used to indicate the type of survey or service Buyer selects and the company to perform the same.

Buyer has ____ days (20 if none stated) to review the Title Commitment after its receipt, including (except as set forth in §7B with respect to subdivision matters) all use and other restrictions, rights of way and easements, and all other recorded documents which Buyer may desire to obtain (the "**Review Period**"), and to deliver Notice to Seller of any objections which Buyer has to any matters shown or referred to therein and/or the Survey ("**Objections**"); provided, however, that if box 6D is checked, then Buyer has ____ days (20 if none is stated) after the Effective Date (which shall be deemed to be the "Review Period") to review all such matters and deliver Notice of any Objections to Seller. **Note:** MSC-2055N (Title & Survey Notice) may be used to facilitate the delivery of any Objections.

If Buyer timely objects, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such Objections. Seller has ____ days (7 if none stated) after receipt of Buyer's Objections to agree in writing to correct the same, prior to Closing, at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within ____ additional days (3 if none stated) after Buyer's receipt of Seller's response to Buyer's Objections, agrees in writing to accept title without correction of such Objections. **Note: If Seller fails to timely respond to Buyer's Objections, then Seller shall be deemed to have refused to agree to correct any of them.** If the Contract is terminated under this Section, then the Earnest Money is to be refunded to Buyer (subject to §8). If any defect objected to causes a failure of marketable title, then Seller shall be liable for any survey and title charges. Seller is solely responsible and liable for clearing any title exception that arises between the Effective Date and Closing. Any existing monetary lien (other than a lien created as a result of Buyer's actions, and any taxes or assessments to be prorated at Closing) may be paid out of the Purchase Price proceeds. Subject thereto, any item shown (or which could have been shown) on the Survey or Title Commitment for which Buyer does not timely deliver a Notice of Objection shall be deemed waived, and together with all laws and zoning ordinances, are collectively referred to herein as the "**Permitted Exceptions**". The Owner's Policy must include mechanic's lien coverage. Subject to any Seller Concessions (see §10), Buyer is solely responsible for the cost of any lender title insurance policy.

7. INSPECTIONS.

A. General. The Property is being sold in its present condition, with no warranties, expressed or implied (except as may be given to Buyer in writing). Conditions of the Property that are disclosed or clearly visible should be considered by Buyer in setting the Purchase Price, or by making correction of such conditions by Seller a requirement of this Contract. Notwithstanding anything herein to the contrary, Buyer may inspect (or appraise) the Property or have it inspected (or appraised) by others on Buyer's behalf. Buyer agrees to immediately repair any damage to the Property, and to indemnify and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation reasonable attorney fees and court costs, resulting from any inspection of the Property, which obligations shall survive termination of this Contract. Waiver of any inspection rights under this §7 shall not waive any other rights of Buyer herein. Seller agrees to permit inspections of the Property by any qualified inspector or appraiser selected by Buyer and/or required by Buyer's lender, upon reasonable advance Notice to Seller.

B. Property Data. Within ____ days (5 if none stated) after the Effective Date (the "Property Data Review Period"), Buyer may review additional data regarding the Property, including but not limited to: zoning regulations; subdivision indentures, covenants, declarations and restrictions, association bylaws, rules and regulations, and financial information for the subdivision of which the Property is a part; taxes; school district; square footage of improvements; and the presence of registered sex offenders or other convicted criminals in the area ("Property Data"). If unsatisfied with any Property Data, Buyer may terminate this Contract (with Earnest Money returned, subject to §8) by delivering Notice thereof to Seller prior to expiration of the Property Data Review Period. **Note:** MSC-2049N (Property Data Review Termination Notice) may be used for this purpose. Failure to timely provide such Notice constitutes a waiver of such termination right and Buyer's acceptance of all Property Data.

C. Inspection Reports. Buyer may, at Buyer's option and expense, obtain written inspection reports of the condition of the Property as reasonably deemed necessary by Buyer or its lender, including but not limited to the condition or presence (if any) of: flood plain status; environmental hazards; plumbing, including water well and irrigation, sewer, septic and waste water treatment systems; electrical systems and equipment; gas lines; soils and drainage; **Note:** The availability of insurance must also be ascertained during the Inspection Period, including but not limited to homeowner's and flood insurance, and the possibility that premiums may increase over the amount previously charged for insurance coverage(s).

D. Inspection Notice. Buyer must furnish a complete copy of the relevant written inspection report(s) to Seller, along with a written list of any unacceptable condition(s) noted therein (the "Inspection Notice", See MSC-2050N), within ____ days (10 if none stated) after the Effective Date (the "Inspection Period"); but if an inspection report indicates a specialist is required for further inspection on a particular area(s) of the Property (a "Specialist Report"), Buyer may give Notice of same to Seller (prior to expiration of the Inspection Period) and receive an additional ____ days (5 if none stated) to provide the Inspection Notice. **Note:** MSC-2047N (Notice of Additional Time for Specialist Report) may be used for this purpose. All inspection reports, including further specialist evaluations, are the sole responsibility of Buyer, and not Seller. **Note: Buyer may submit only 1 Inspection Notice. It must include all matters unacceptable to Buyer and a copy of all relevant inspection report(s)/Specialist Report(s). Buyer may not object to anything that is not in an inspection report or Specialist Report.** Failure to perform any inspection or to timely deliver an Inspection Notice constitutes a waiver and acceptance by Buyer of all conditions.

If an Inspection Notice is timely given, it shall state if:

- (1) Buyer is satisfied with all inspections;
- (2) There are unacceptable conditions to be satisfied by Seller (prior to scheduled Closing Date, unless otherwise specified); or
- (3) Buyer elects to terminate the Contract, with Earnest Money returned to Buyer (subject to §8), excepting only as follows:

LIMITATION of inspection rights (only applies if the following box is checked):

☐ (Check Box only if applicable) Buyer waives its right to unilaterally terminate the Contract (i.e., Buyer waives option (3) above). Buyer must give Seller an opportunity to correct, prior to the scheduled Closing Date, unacceptable conditions noted (i.e., Buyer's Inspection Notice must select from only option (1) or (2) above).

WAIVER of inspection rights (only applies if the following box is checked):

☐ (Check Box only if applicable) Buyer waives its right to object to any Property Data or to submit an Inspection Notice with respect to any matter described in this §7.

E. Resolution Period. If this Contract is not terminated as provided above, the parties shall have ____ days (10 if none stated) after Seller's receipt of the Inspection Notice (the "Resolution Period") to reach a written agreement as to (a) who will complete and pay for the correction of any unacceptable conditions; or (b) a monetary adjustment at Closing in lieu thereof; or this Contract will automatically terminate with Earnest Money to be returned to Buyer (subject to §8). Either a written commitment by (a) Seller to meet all requirements originally submitted by Buyer in the Inspection Notice (at Seller's expense prior to the scheduled Closing Date); or (b) by Buyer to accept the Property without satisfaction of any such requirement; shall constitute an "agreement" for purposes of this paragraph, even if earlier negotiations failed. **Note:** A monetary adjustment may affect the terms of Buyer's loan (e.g., down payment, interest rate and private mortgage insurance), and may also affect Buyer's ability to obtain any required occupancy permit.

F. Municipal/Governmental Inspections. Seller agrees to apply for any required occupancy compliance inspection, including those of any municipal, conservation, fire district or other governmental authority (e.g., back flow certification) at Seller's expense. If the Property does not pass all such inspections, Seller must provide Notice to Buyer within ____ days (15 if none stated) after the Effective Date of any violation or requirement that Seller will not correct or satisfy; **Failure to provide timely Notice eliminates Seller's ability to negotiate any noted inspection violation or requirement, and Seller must correct and satisfy all such matters prior to the scheduled Closing Date.** If Seller timely notifies Buyer of Seller's refusal to correct or satisfy all such matters, Buyer and Seller have ____ days (10 if none stated) after Buyer's receipt of Seller's Notice in which to reach a written agreement as to (a) who will complete and pay to correct and satisfy all such matters; or (b) to a monetary adjustment at Closing in lieu thereof; or this Contract will automatically terminate with Earnest Money to be returned to Buyer (subject to §8). Either a written commitment by (a) Seller to correct and satisfy all such matters, at Seller's expense prior to the scheduled Closing Date; or (b) Buyer to accept the Property without correction or satisfaction of any matter contained in the original report provided; shall constitute an "agreement" for the purposes of this paragraph, even if earlier negotiations failed. **Note:** A monetary adjustment may affect the terms of Buyer's loan (e.g. down payment, interest rate and private mortgage insurance), and also Buyer's ability to obtain any required occupancy permit. Buyer is cautioned not to rely on governmental inspections, and to become independently satisfied with the condition of the Property.

G. Broker Role. Buyer (and all involved real estate licensees, including the broker(s) assisting Buyer and/or Seller and their respective licensees identified in §25 below, collectively, the "Brokers") may be present during any inspection of the Property and "walk-through." Such presence shall only serve to assist in the coordination of and compliance with the terms of this Contract, and not in any way be interpreted as providing Brokers with special knowledge or understanding of any inspection results. The parties will rely only upon inspection results provided by the appropriate expert(s), and acknowledge that Brokers have no expertise or responsibility in determining any defects. The parties will also not rely upon Brokers in any way as to the selection or engagement of a particular company for any inspection, warranty or service. Inspections, warranties and services may be offered by more than one company, and the determination to select and engage a particular company, and the completeness and satisfaction of any such inspection, warranty or service, is the sole responsibility of Buyer. When choosing to engage a lender, inspector, warranty, service,

title or repair company, or any other service provider, Buyer should consider, but not be limited by, the existence of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional associations and years of experience. **Note:** Buyer may use form MSC-2045 (Buyer's Inspection Authorization) to coordinate this process.

Note: Under Missouri law, Brokers are immune from liability for statements made by engineers, land surveyors, geologists, environmental hazard experts, wood destroying inspection and control experts, termite inspectors, mortgage brokers, home inspectors, or other home inspection experts unless: (1) the statement was made by a person employed by a Broker; (2) the person making the statement was selected and engaged by the Broker; or (3) the Broker knew prior to Closing that the statement was false (or acted in reckless disregard as to whether the statement was true or false). A Broker shall not be the subject of any action and no action shall be instituted against a Broker for any information contained in any Seller disclosure furnished to Buyer, unless the Broker is a signatory to such, knew prior to Closing that the statement was false, or acted in reckless disregard as to whether it was true or false. Acting as a courier of documents shall not be considered to be making any statement contained in such documents.

8. DISPOSITION OF EARNEST MONEY AND ESCROW ITEMS.

Notwithstanding anything herein to the contrary, Escrow Agent and/or Closing Agent (as the case may be, "Escrow Holder") shall not distribute the Earnest Money or any other escrowed funds, personal property, or documents ("Escrow Items") held by it ("Escrow Funds") without the written consent of all parties to this Contract (signatures on the Closing Statement may constitute such consent). Otherwise, Escrow Holder shall continue to hold said Escrow Funds in escrow until: (1) Escrow Holder has a written agreement signed by all parties consenting to its disposition; (2) a civil action is filed to determine its disposition (including an interpleader filed by Escrow Holder), at which time the Escrow Funds and Escrow Items may be paid into court, less any attorney fees, court costs and other legal expenses incurred by Escrow Holder in connection therewith; (3) a court order or final judgment mandates its disposition; or (4) as may be required by applicable law. A Broker who is holding any Escrowed Funds in dispute between the parties is required by §339.105.4 RSMo to report and deliver the moneys to the State Treasurer within 365 days of the initial projected Closing Date. Escrow Holder is hereby authorized to report and deliver any such moneys to the State Treasurer at any time following sixty (60) days after the initial projected Closing Date (absent receipt of written consent of all parties as set forth above). **Note: If an Escrow Holder who is not a licensed real estate broker requires that a separate escrow agreement be executed by the parties, then those separate terms may supersede the terms of this Contract.** Whenever this Contract provides for the return of Earnest Money to Buyer, Buyer agrees that any expenses incurred by or on behalf of Buyer may be withheld by Escrow Holder and paid to the applicable service provider(s).

9. LOSS; CONDEMNATION.

Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller agrees to maintain Seller's current fire and extended coverage insurance (if any) on the Property until Closing. Seller shall do ordinary and necessary maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the Property is destroyed or materially damaged, then Seller shall promptly provide Notice to Buyer of any such event, together with copies of any written communications to and from the condemning authority and/or insurer (as the case may be), the policy limits and (if known) the amount of proceeds payable on account of any physical damage to the Property, and whether Seller intends to restore, prior to the scheduled Closing Date, the Property to its condition as of the Effective Date. If Seller restores the Property to its prior condition before the scheduled Closing Date, then Buyer and Seller shall proceed with the Closing. **Note: MSC-2510N (Property Damage Notice) and MSC-2520N (Taking Notice) may be used to deliver Notice of any Property damage (or Taking) and any election made in connection therewith.**

If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall promptly provide Buyer with a copy of any policy(ies) of insurance (or authorize that it be made available), the name and number of the agent for each policy and written authorization (if needed) for Buyer to communicate with the insurer. Buyer may then either: (1) proceed with the transaction and be entitled to all insurance proceeds (and/or condemnation payments and awards), if any, payable to Seller relating to any physical damage caused to the Property, in which case the amount of any such payments theretofore made to Seller (plus the amount equal to any deductible not covered by insurance) shall be a credit against the Purchase Price otherwise payable by Buyer at Closing, and Seller shall assign to Buyer all such remaining claims and rights to or arising out of any such casualty or taking, including the right to conduct any litigation with respect thereto; or (2) rescind the Contract, and thereby release all parties from further liability hereunder, in which case the Earnest Money shall be returned to Buyer (subject to Section 8). Buyer shall give Notice of Buyer's election to Seller within 10 days after Buyer has received Notice of such damage or destruction and the aforesaid insurance information, and Closing will be extended accordingly, if required (i.e., if such information is not received by Buyer more than 10 days prior to the date scheduled for Closing). Seller shall not settle any claim regarding a taking of any part of the Property by eminent domain or condemnation prior to the Closing (or earlier termination of this Contract) without the prior written approval of Buyer, which approval shall not be unreasonably withheld, conditioned or delayed. Failure by Buyer to so notify Seller shall constitute an election to rescind this Contract. A rescission hereunder does not constitute a default by Seller. If Buyer elects to proceed to Closing and Seller has agreed to finance a part of the Purchase Price, then Buyer must use any insurance proceeds to restore the improvements. The provisions of this Section shall survive Closing.

10. ADJUSTMENTS AND CLOSING COSTS.

Adjustments, charges and Closing costs are agreed to be paid by the parties with sufficient Funds to satisfy their respective obligations hereunder, as of the date of Closing. Such matters and the following prorations shall be itemized on a closing statement prepared by Closing Agent and executed by Buyer and Seller at or prior to Closing (the "Closing Statement"), together with all other documents required of them pursuant to this Contract and/or customarily required by Closing Agent to complete the Closing. The parties hereby specifically permit the involved Broker(s) to obtain and retain copies of both Buyer's and Seller's Closing Statements as required by 20 CSR 2250-8.150. **Note: Buyer is cautioned to always call to confirm instructions before sending any Funds via wire transfer.**

Buyer shall pay for (where applicable):

- (a) hazard insurance premium(s) from and after Closing;
- (b) flood insurance premium if required by lender;
- (c) fees for any Survey or appraisal ordered by or for Buyer;

- (d) Title Company charges (e.g., Closing, recording, escrow, wiring and closing protection letter fees) customarily paid by a buyer in the County where the Property is located;
- (e) any lender charges (e.g., appraisal/credit report fees, loan discount "points", loan origination/funding fees and other loan expenses);
- (f) any inspections ordered by or for Buyer;
- (g) special taxes, subdivision and any other owner association assessments ("**Special Assessments**") levied after Closing;
- (h) the value of any heating oil or propane gas left in any tank at the Property (based on supplier current charges);
- (i) agreed upon repairs;
- (j) any applicable municipal, conservation, fire district or other governmental authority occupancy compliance permit fees (; and
- (k) any commission or other compensation due from Buyer to the Broker(s).

Seller shall pay for (where applicable):

- (a) existing liens (recorded and unrecorded) and existing loans on the Property (if not assumed by Buyer);
- (b) any Seller Concessions;
- (c) Title Company charges (e.g., Closing, release, escrow, wire and closing protection letter fees) customarily paid by a seller in the County where the Property is located;
- (d) any required municipal, conservation, fire district or other governmental authority occupancy compliance inspection fees;
- (e) so-called "one-time" Special Assessments levied before Closing;
- (f) agreed upon repairs; and
- (g) any commission or other compensation due from Seller to the Broker(s).

The parties shall prorate and adjust between them at Closing (based on a 30 day month), with Seller to pay for day of Closing:

- (a) current rents collected by or on behalf of Seller (Seller to receive rent for day of Closing), with rents delinquent over 30 days to be collected by Seller and not adjusted
- (b) general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- (c) all other profits, royalties, tolls or earnings arising out of or in connection with the Property ("**Income**") provided that no proration shall be made to any Income of which any portion is more than thirty (30) calendar days past due, which delinquent Income may be collected by Seller. Buyer shall, upon receipt, turn over to Seller any Income received by Buyer after Closing pertaining to any time period prior to Closing and for which no adjustment has been made, after deducting and crediting any amounts due to Buyer for any time period after Closing
- (d) any installments of Special Assessments becoming due and payable during the calendar year of Closing;
- (e) subdivision upkeep assessments and monthly association fee;
- (f) flat rate utility charges (including water, sewer and trash); and
- (g) boat dock fees.

Seller Concessions: Notwithstanding the foregoing, at (and only upon) Closing, Seller shall pay ("**Seller Concessions**") up to, but not to exceed the amount set forth at §3 towards Buyer's Closing costs, prepaids, inspections, lender fees, charges and expenses, Title Commitment, Owner's Policy or lender title insurance policy costs and fees ("**Title Fees**") paid by Buyer, or any other expenses/fees associated with the Closing, all as approved by Buyer's lender (but not to include the cost of any home warranty, Title Fees paid by Seller or any brokerage or transaction fees charged by Buyer's Broker).

11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE.

This Contract is binding on and shall inure to the benefit of the parties and their respective heirs, successors and permitted assigns. Buyer may not assign this Contract without the written consent of Seller if: (a) Seller is taking back a note and deed of trust as part of the Purchase Price, or (b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under this Contract. The parties acknowledge that Buyer may desire to acquire, and/or Seller may desire to sell, the Property as part of a like-kind exchange ("Exchange") pursuant to §1031 of the Internal Revenue Code (the "Code"). Each party agrees to cooperate with the other and its qualified intermediary/ third-party facilitator in connection with any such Exchange, provided however, in no event shall Closing hereunder be delayed or affected by reason of an Exchange, nor shall consummation of an Exchange be a condition precedent or subsequent to any obligations of the parties under this Contract. No party shall be required to incur any cost or expense, or to acquire or hold title to any real property, for purposes of consummating an Exchange at the request of another party (the "Requesting Party"). In addition, no party shall, by this Contract or acquiescence to an Exchange by a Requesting Party, have its rights or obligations hereunder affected in any manner, or be deemed to have warranted to a Requesting Party that such Exchange in fact complies with the Code. A Requesting Party shall reimburse each other party for any cost or expense incurred by such non-requesting party with respect to an Exchange.

12. ENTIRE AGREEMENT/MODIFICATION.

This Contract and any rider or attachment hereto (if any) constitute the entire agreement between the parties hereto concerning the Property. There are no other understandings, written or oral, relating to the subject matter hereof. This Contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

13. DEFAULT/REMEDIES.

If either party defaults in the performance of any obligation under this Contract, the party claiming a default shall notify the other party in writing of the nature of the default and the party's election of remedy. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. Following a default by either Seller or Buyer, the other party shall have the following remedies:

A. Seller Defaults. If Seller defaults, Buyer may: (1) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; (2) terminate this Contract by Notice to Seller, and agree to release Seller from liability upon Seller's release of the Earnest Money and reimbursement to Buyer for all actual costs and expenses incurred by Buyer (and which are to be specified in Buyer's Notice of default) as liquidated damages and as Buyer's sole remedy (the parties recognizing that it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Seller's breach, and that return of the Earnest Money plus all actual costs and expenses incurred by Buyer represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money, less any expenses incurred by or on behalf of Buyer, shall be returned to Buyer (subject to §8). Buyer's

release of Seller shall not relieve Seller's liability (if any) to the Broker assisting Seller pursuant to any listing or other brokerage service agreement between them.

B. Buyer Defaults. If Buyer defaults, Seller may: (1) specifically enforce this Contract and recover damages suffered by Seller as a result of the delay in the sale of the Property; (2) terminate this Contract by Notice to Buyer, and (subject to §8) retain the Earnest Money as liquidated damages and as Seller's sole remedy (the parties recognizing it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Earnest Money is retained by Seller as liquidated damages, any right or interest of the Broker assisting Seller with respect thereto shall be as set forth in the listing or other brokerage service agreement entered into between them.

14. PREVAILING PARTY.

In the event of any litigation between the parties pertaining to this Contract, the prevailing party shall be entitled to recover, in addition to any damages or equitable relief, the costs and expenses of litigation, including court costs and reasonable attorney fees. The provisions of this Section shall survive Closing or any termination of this Contract.

15 SELLER'S DISCLOSURE STATEMENT. (check one)

☐ A. Buyer confirms that before signing this offer to purchase, Buyer has received a completed Seller's Disclosure Statement for this Property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address any concerns Buyer may have about information in the Seller's Disclosure Statement by use of conditions to performance under this Contract.

☐ B. Seller agrees to provide Buyer with a Seller's Disclosure Statement within ____ days (1 if none stated) after the Effective Date. Buyer has ____ days (3 if left blank) after delivery of the Disclosure Statement to review it and deliver Notice to Seller if this Contract is to be terminated (with Earnest Money to be returned to Buyer subject to §8). If Buyer does not timely deliver Notice of termination to Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.

☐ C. No Seller's Disclosure Statement will be provided by Seller.

Seller confirms that the information in the Seller's Disclosure Statement (if any) is (or when delivered will be) accurate, to the best of Seller's knowledge. Seller will fully and promptly disclose in writing to Buyer any new information pertaining to the Property that is discovered by or made known to Seller at any time prior to Closing and constitutes an adverse material fact or would make any existing information set forth in the Seller's Disclosure Statement false or materially misleading.

16. WALK-THROUGH/VERIFICATION OF CONDITION.

Buyer, its representatives and any inspector whose report prompted a request for repairs, shall have the right to enter and "walk-through" and verify the condition of the Property. A "walk-through" is not for the purpose of conducting any new inspection, but only for Buyer to confirm that: (1) the Property is in the same general condition as it was on the Effective Date; and (2) any repairs which are required or agreed upon (if any) are completed in a workmanlike manner. Waiver of any inspection does not waive the right to a "walk-through". Closing does not relieve Seller of any obligation to complete any repairs agreed upon or required by this Contract. Seller will arrange, at Seller's expense, to have all utilities turned on during the Inspection Period and during a "walk-through" (unless utilities have been transferred to Buyer). If the Property is then vacant, Buyer shall have the right to have the utilities transferred to Buyer within ____ days (4 if none stated) prior to Closing.

17. SIGNATURES.

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing or amending this Contract, or delivering a Notice pursuant hereto, an approved standard form or other written document which is signed and transmitted by any electronic method deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine, digital signature or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document.

18. GOVERNING LAW/CONSTRUCTION.

This Contract shall be construed in accordance with the laws of the State of Missouri, including the requirement to act in good faith. The terms "Seller" and "Buyer" may be either singular or plural masculine, feminine or neuter gender, according to whichever is evidenced by the signatures below. Section captions in this Contract are intended solely for convenience of reference and will not be deemed to modify, restrict or explain any provision of this Contract. If any provision herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not be deemed to terminate this Contract or to affect any other provision hereof, but rather this Contract shall, to the fullest extent permitted by law, remain in full force and effect and be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein; provided, however, that such provision(s) may be referred to in order to determine the intent of the parties.

19. NOTICES.

Any notice, consent, approval, request, waiver, objection or other communication (collectively, "Notice") required under this Contract (after its acceptance) to be delivered to Seller shall be in writing and shall be deemed delivered to Seller upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent, designated agent acting, dual agent or transaction broker. Likewise, any Notice to be delivered to Buyer shall be in writing and shall be deemed delivered to Buyer upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Buyer, whether as a limited agent, designated agent, dual agent, transaction broker or Seller's subagent. Refusal to accept service of a Notice shall constitute delivery of the Notice.

20. RIDERS. The following are attached and incorporated herein as part of this Contract: (check all that apply)

- ☐ Government Loan MSC-2011R ☐ Farm Program Review Rider FRM-2020R
☐ Back-Up Contract MSC-2023R ☐ Contingency for Sale of Buyer's Existing Property MSC-2021R
☐ Contingency for Closing of Buyer's Existing Property MSC-2022R
☐ Other _____
☐ Other _____
☐ Other _____

21. SPECIAL AGREEMENTS. (complete only if applicable)

Buyer will break ground for construction in the first 12 months. Buyer will begin construction 01/2024

22. LICENSEE PERSONAL INTEREST DISCLOSURE. (complete only if applicable)

(insert name of licensee)

is a real estate broker or salesperson, and is (check one or more, as applicable):

☐ a party to this transaction;

☐ a principal of and/or has a direct or indirect ownership interest in ☐ Seller ☐ Buyer; and/or

☐ an immediate family member of ☐ Seller ☐ Buyer. Specify:

23. SOURCE(S) OF BROKER(S) COMPENSATION. (check one, neither or both, as applicable)

☐ Seller ☒ Buyer (Note: actual compensation shall be determined by applicable brokerage service agreements)

Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the Brokerage Relationship Section below is (are) the only real estate broker(s) involved in this sale.

24. BROKERAGE RELATIONSHIP.

Buyer and Seller confirm their receipt of the Broker Disclosure Form prescribed by the Missouri Real Estate Commission, and that disclosure of the undersigned licensee(s) brokerage relationship, as required by law or regulation, was made to the Seller and/or Buyer or their respective Broker (as the case may be), by said undersigned licensee(s), no later than the first showing of the Property, upon first contact, or immediately upon the occurrence of any change to their relationship.

Licensee assisting Buyer is a: (Check appropriate boxes)

☒ Buyer's Limited Agent (acting on behalf of Buyer)

☐ Seller's Limited Agent (acting on behalf of Seller)

☐ Dual Agent (acting on behalf of both Buyer & Seller)

☐ Transaction Broker Assisting Buyer (not acting on behalf of either Buyer or Seller)

☐ Subagent of Seller (acting on behalf of Seller)

☐ (Also check here if serving as a designated agent)

Licensee assisting Seller is a: (Check appropriate boxes)

☐ Seller's Limited Agent (acting on behalf of Seller)

☐ Buyer's Limited Agent (acting on behalf of Buyer)

☐ Dual Agent (acting on behalf of both Seller & Buyer)

☐ Transaction Broker Assisting Seller (not acting on behalf of either Seller or Buyer)

☐ (Also check here if serving as a designated agent)

By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

1% Lists SWMO

Broker's Firm Assisting Buyer

Broker's Firm State License # 2005006383

By (Signature)

Licensee's Printed Name: Maria Sanchez

Licensee's State License # 2006039413

Date: 12/5/2023 MLS ID No. (if required):

Broker's Firm Assisting Seller

Broker's Firm State License #

By (Signature)

Licensee's Printed Name:

Licensee's State License #

Date: MLS ID No. (if required):

25. FRANCHISE DISCLOSURE.

Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

26. SALES INFORMATION.

Permission is hereby granted by Seller and Buyer for the Broker(s) to provide, effective as of and after the Closing, sales information of this transaction, including Purchase Price and Property address, to any multi-listing service, local Association or Board of REALTORS®, its members, member's prospects, appraisers and other professional users of real estate data.

27. FIRPTA.

Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act (26 U.S.C. §1445) and agrees to deliver a certificate at Closing to that effect which contains Seller's tax identification number.

28. ANTI-TERRORISM.

Each party hereto represents and warrants to each other party and to the Broker(s), that such party is not, and is not acting, directly or indirectly, for or on behalf of any person or entity, named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224), or with whom you are prohibited to do business with under anti-terrorism laws.

29. ACCEPTANCE DEADLINE/EFFECTIVE DATE.

Buyer's offer to purchase the Property shall automatically expire if Seller has not accepted it by _____, ____m., on _____ (the "Acceptance Deadline"). This offer may be accepted by: (1) Seller signing it; and (2) providing timely notice of such acceptance (which may be given orally or in writing) to Buyer or to the licensee assisting Buyer (i.e., on or before the Acceptance Deadline). This Contract will become valid and legally binding at such time. The "Effective Date" of this Contract shall be the date adjacent to the signature of the last party to sign this Contract.

452 30. TIME IS OF THE ESSENCE.
453 Time is of the essence in the performance of the parties' obligations under this Contract. All references to a specified time
454 shall mean Central Time. As used herein, a "day" is defined as a 24-hour calendar day, seven (7) days per week.

455 SELLER ACCEPTS OFFER (Sign Below)
456 Jaime A. Olvera 12/05/23
457 BUYER Date
458 Printed Name: Jaime A. Olvera

SELLER Date and Time
Printed Name: _____

459
460 BUYER Date
461 Printed Name: _____

SELLER Date and Time
Printed Name: _____

If signing on behalf of a trust or other legal entity,
its name and your title below:

If signing on behalf of a trust or other legal entity, please print
please print its name and your title below:

462 _____

463 SELLER REJECTS OFFER (Initial) _____

464 SELLER COUNTER-OFFERS (Initial) _____
465 Counter Offer form MSC-2040, which amends the terms of
466 this offer, is attached and incorporated into this Contract
467

RECEIPT & ACKNOWLEDGEMENT

Receipt of Earnest Money is acknowledged by the undersigned and will be delivered to Escrow Agent as set forth above.

By (Signature) _____

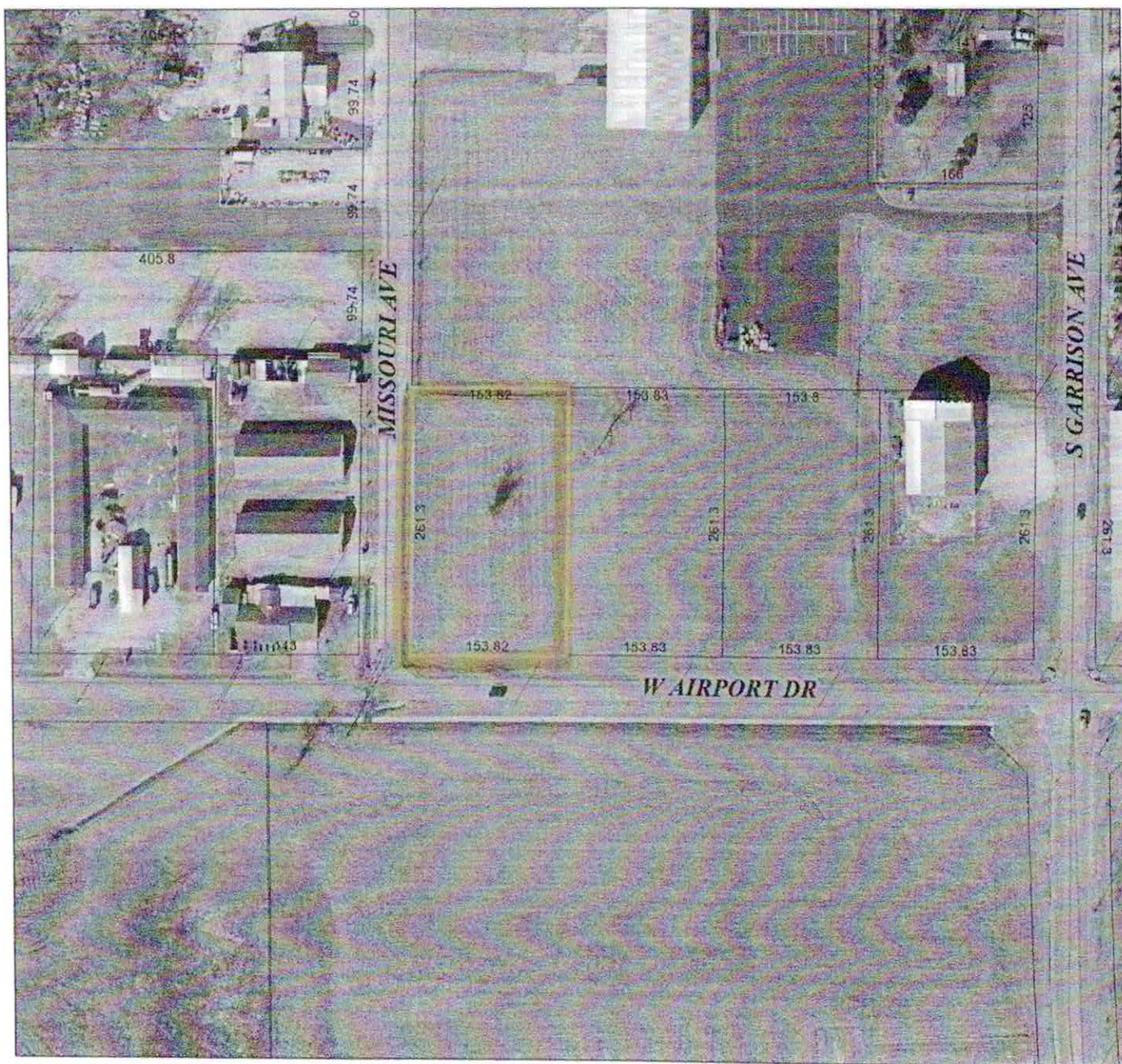
Licensee's Printed Name: _____

Date: _____

Approved by legal counsel for use exclusively by current members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made.
Last Revised 12/31/21.

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261.3



Parcel ID 14501610014004000

Sec/Twp/Rng 16-28-31

Property Address CARTHAGE

District 137

Brief Tax Description FAIRLAWN SUB W 1/2 LOTS 14 15 & 16 BLK C

(Note: Not to be used on legal documents)

Alternate ID 03-251531-0000

Class E

Acreage 0.9167

Owner Address CARTHAGE CITY

326 GRANT ST

CARTHAGE, MO 64836

Any split parcels recorded after the middle of May will not display until the next tax year.

Date created: 12/5/2023

Last Data Uploaded: 12/5/2023 2:13:56 AM

Developed by  Schneider
GEOSPATIAL

153.82

81-87/829 3334

OLVERA DRYWALL LLC
10472 KAYS LANE
ROGERS, AR 72756
(479) 544-7257

DATE 12/05/23

PAY TO THE ORDER OF meridian Title \$ 1,000 ⁰⁰/₁₀₀

one thousand dollars ⁰⁰/₁₀₀ DOLLARS

ARVEST®
BANK arvest.com

MEMO Jan R

⑆08 2900872⑆ 3334 0035018533⑆

RESOLUTION NO. 2030

A RESOLUTION TO PURSUE GRANT FUNDING FOR CONSTRUCTION OF A NEW POOL FACILITY, IN THE CITY OF CARTHAGE, MISSOURI.

WHEREAS, the City of Carthage, Missouri, is committed to providing its residents with high-quality recreational facilities, promoting community well-being, and enhancing the overall quality of life as requested by our citizens in the Parks Master Plan and in the community surveys; and

WHEREAS, the existing pool facility in the City of Carthage is aging and requires significant repairs and upgrades to meet the growing needs of the community; and

WHEREAS, these upgrades would be extremely expensive and not possible within the current operating budget of the City.

WHEREAS, the construction of a new pool facility would not only address these needs but also contribute to the social and economic development of the City of Carthage; and

WHEREAS, the City of Carthage is dedicated to exploring funding sources to support the construction of a modern and accessible pool facility;

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

The City of Carthage Council hereby expresses its strong support for the construction of a new pool facility to serve the residents of Carthage.

The City of Carthage Council authorizes the City Administration (Parks) to actively pursue grant funding opportunities to finance the construction of the new pool facility, with a project cost not to exceed \$15.5 million, as presented by a pool consulting company engaged by the City using the data from a community study.

The City of Carthage Council directs the City Administration (Parks) to collaborate with relevant departments, agencies, and stakeholders to prepare and submit comprehensive grant applications, ensuring that all required documentation and information are provided to maximize the chances of securing funding.

The City of Carthage Council commits to supporting the City Administration (Parks) in their efforts to secure grant funding for the new pool facility and will take necessary actions to facilitate the implementation of the project.

The City of Carthage Council specifically identifies the McCune-Brooks Hospital Trust as one of the key sources from which funding will be sought for the construction of the new pool facility.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

R 2030-SPONSORED BY: Public Services



Outdoor Pool Planning
Carthage, Missouri

Committee Meeting

February 29, 2024

Agenda

- Project Background
- Online Survey Summary
- Options & Costs
- Open Discussion

A vibrant water park scene featuring multiple slides in yellow, green, and blue. In the foreground, a large blue pool is filled with people, many of whom are using inflatable tubes. A woman in a red swimsuit and visor is walking through the water. The background shows more slides and a clear blue sky.

Project Background

Overall Conditions

Age: 37 years (1987 reno) – 90 years (1934 original)

- 40 – 50 years expected life span

Overall Condition: Poor

- Ongoing and significant water loss
- Pool basin deterioration with unsound areas
- Lacks modern amenities
- Bathhouse needs improvements, but is in good enough condition to renovate it
- Pool has reached the end of its lifespan

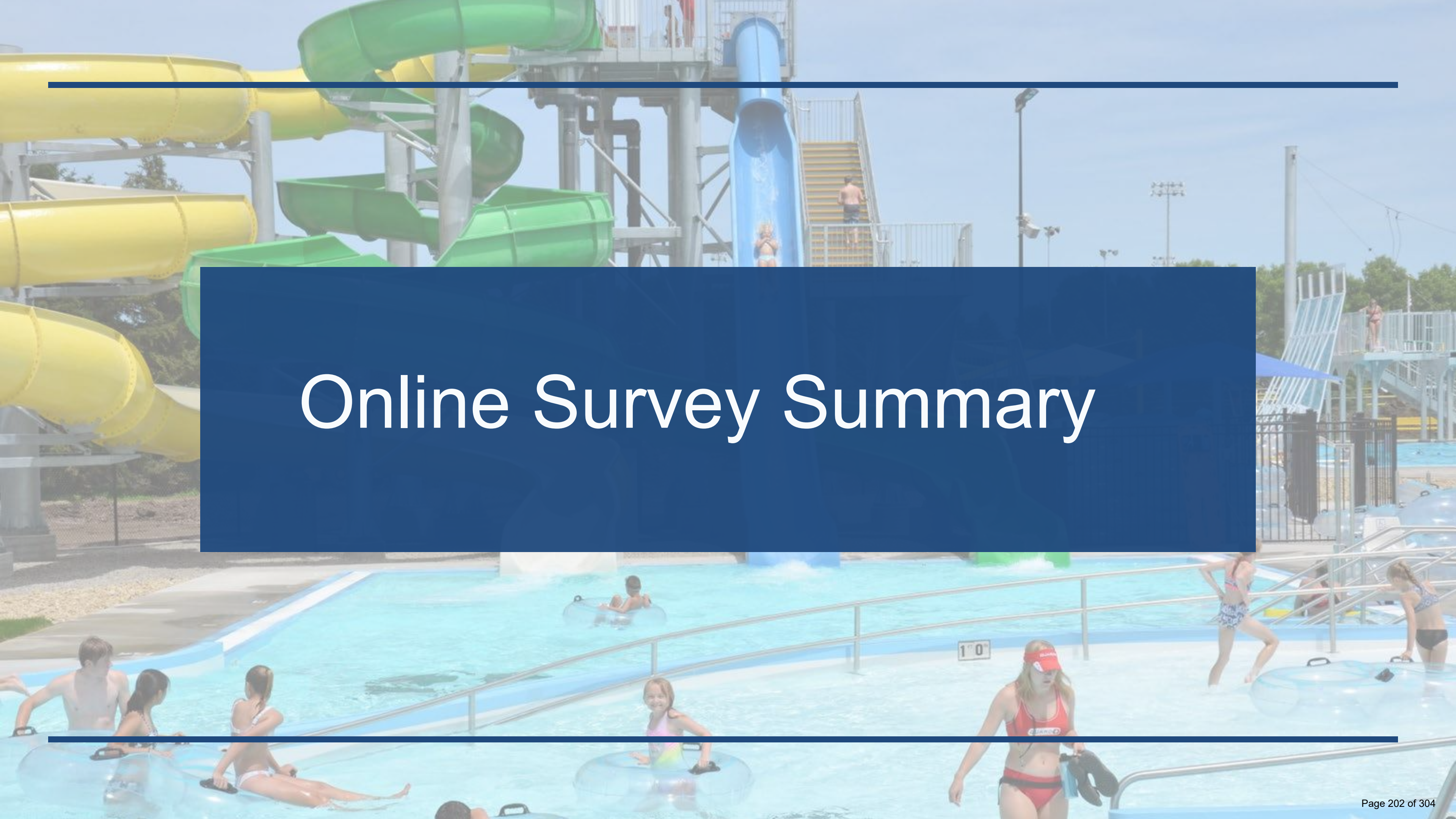


Outdoor Pool Planning: Current Phase

Concept Development and Magnitudes of Cost

- 2D concept options based on desired features, amenities, and programs
- Magnitudes of capital cost for each option
- Prepare preferred concept on the site to test spatial feasibility



The background image shows a water park scene. In the upper left, there are several yellow and green water slides. A blue slide is in the center, with a person sliding down. To the right, there are stairs and a platform. In the foreground, there is a large blue pool with several people. Some are sitting on inflatable tubes, and one person is standing. A depth marker '1' 0"' is visible in the pool. The sky is clear and blue.

Online Survey Summary

Online Survey

Jan. 17 – Feb. 5, 2024
1,361 Responses

Q8 Please check all the reasons that prevent you or members of your household from using the Carthage Municipal Pool. Select all that apply.

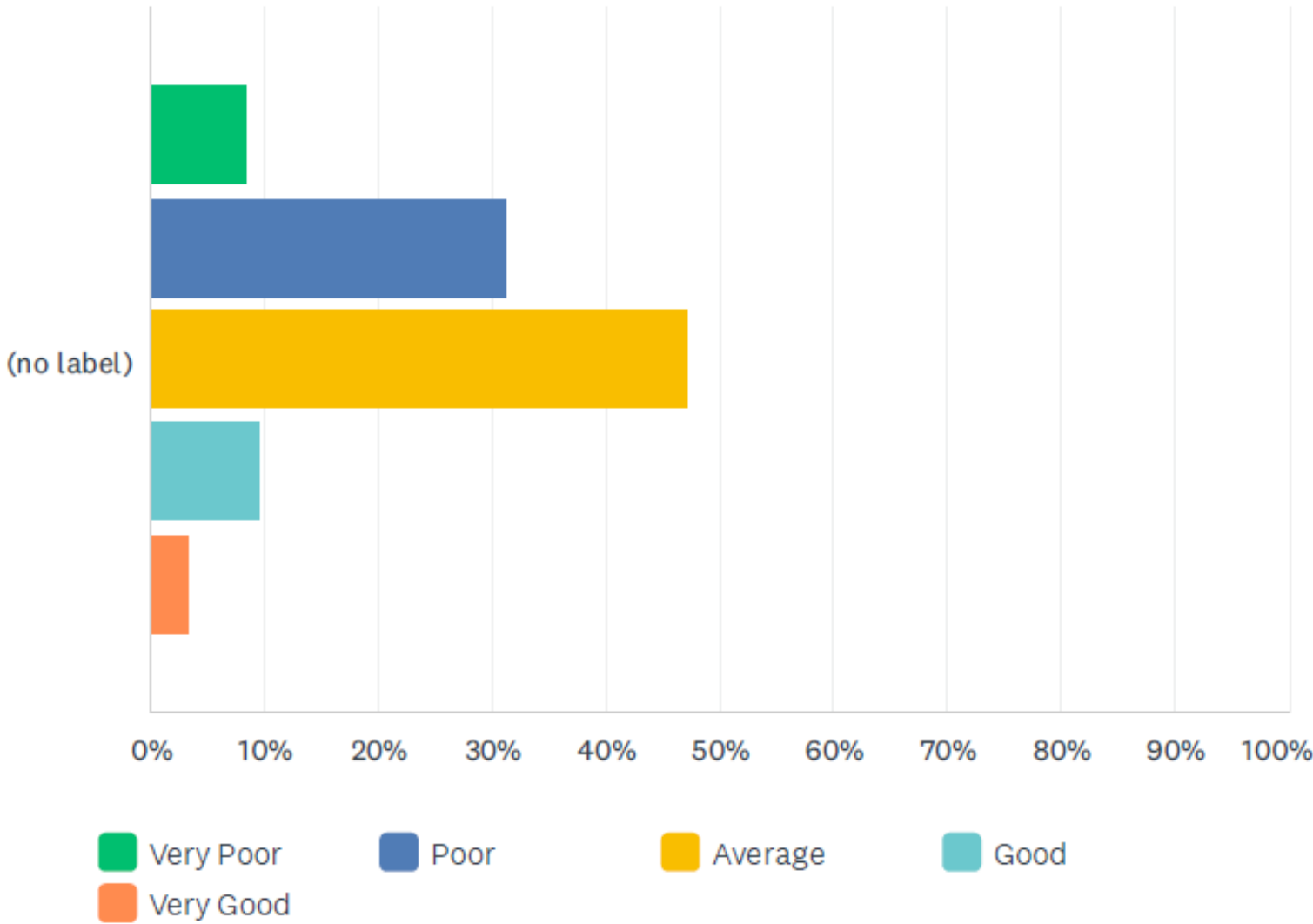
ANSWER CHOICES		RESPONSES	
1	None of the above	14.32%	191
	Facility lacks amenities	50.90%	679
	Availability/proximity of parking	7.87%	105
	Location not convenient	4.20%	56
3	Too far from my home	2.77%	37
	Too far to walk/bike	2.17%	29
	Safety concerns	13.87%	185
	Facility does not meet the needs of my household	21.89%	292
2	Facility is not well maintained	27.44%	366
	Not interested in this facility	8.55%	114
	Do not know about the facility	1.12%	15
	Do not know where it is	0.52%	7
4	Use outdoor pools outside of Carthage	20.54%	274
	Use private club/neighborhood/HOA/YMCA pools	15.14%	202
	Do not use outdoor pools	1.72%	23
	Other (please specify)	16.34%	218
Total Respondents: 1,334			

Online Survey

Jan. 17 – Feb. 5, 2024
1,361 Responses

Q9 Please rate your overall satisfaction of the Carthage Municipal Pool.

Answered: 1,329 Skipped: 32



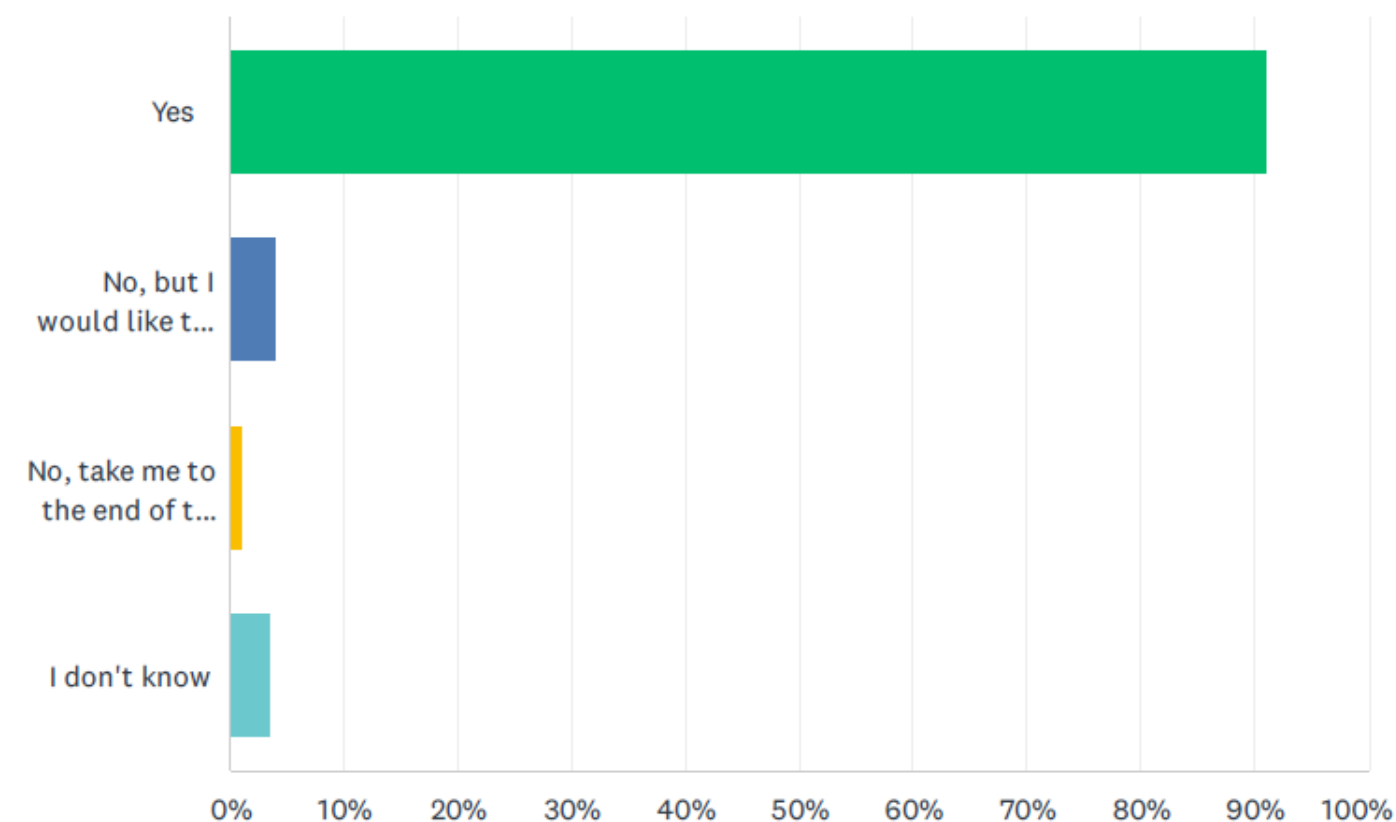
	VERY POOR	POOR	AVERAGE	GOOD	VERY GOOD	TOTAL	WEIGHTED AVERAGE
(no label)	8.50% 113	31.30% 416	47.33% 629	9.56% 127	3.31% 44	1,329	1.68

Online Survey

Jan. 17 – Feb. 5, 2024
1,361 Responses

Q13 In general, do you support the development of a new outdoor aquatic center in Carthage?

Answered: 1,300 Skipped: 61



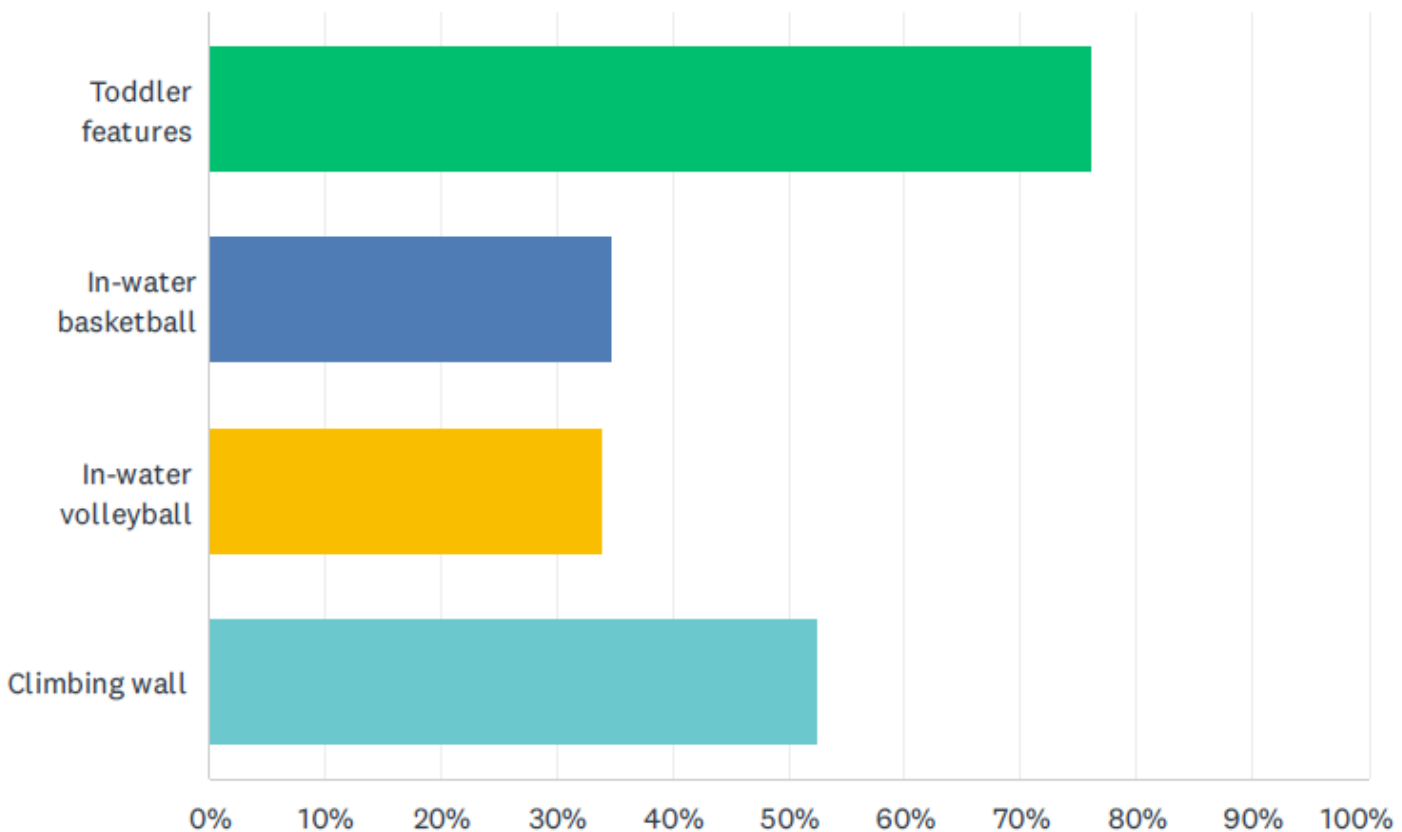
ANSWER CHOICES	RESPONSES	
Yes	91.08%	1,184
No, but I would like to continue with the survey	4.08%	53
No, take me to the end of the survey	1.15%	15
I don't know	3.69%	48
TOTAL		1,300

Online Survey

Jan. 17 – Feb. 5, 2024
1,361 Responses

Q14 Select which SMALL AMENITIES your household is most interested in.

Answered: 1,096 Skipped: 265



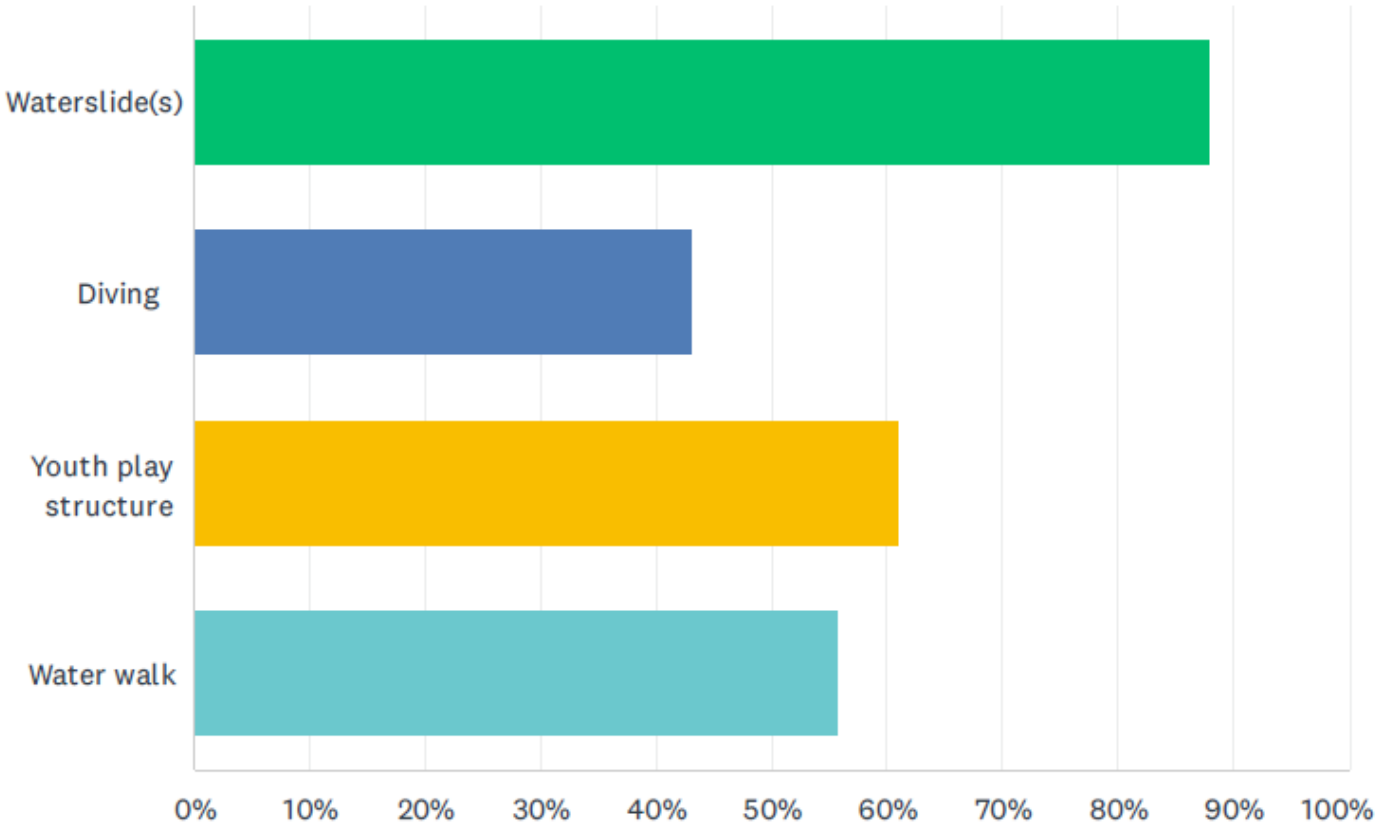
ANSWER CHOICES	RESPONSES	
Toddler features	76.09%	834
In-water basketball	34.85%	382
In-water volleyball	33.94%	372
Climbing wall	52.55%	576
Total Respondents: 1,096		

Online Survey

Jan. 17 – Feb. 5, 2024
1,361 Responses

Q15 Select which MEDIUM AMENITIES your household is most interested in.

Answered: 1,151 Skipped: 210

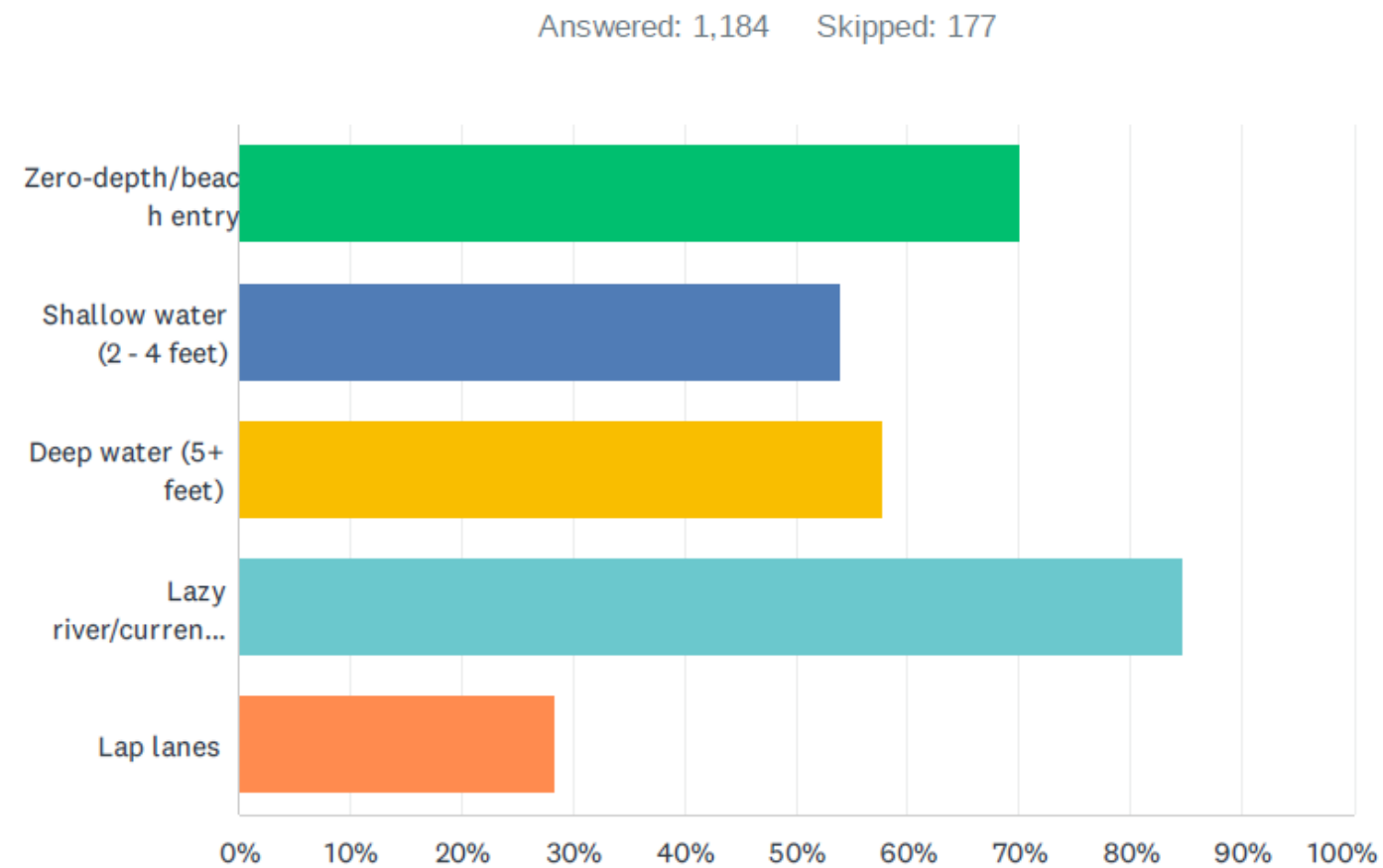


ANSWER CHOICES	RESPONSES	
Waterslide(s)	88.01%	1,013
Diving	43.09%	496
Youth play structure	61.08%	703
Water walk	55.95%	644
Total Respondents: 1,151		

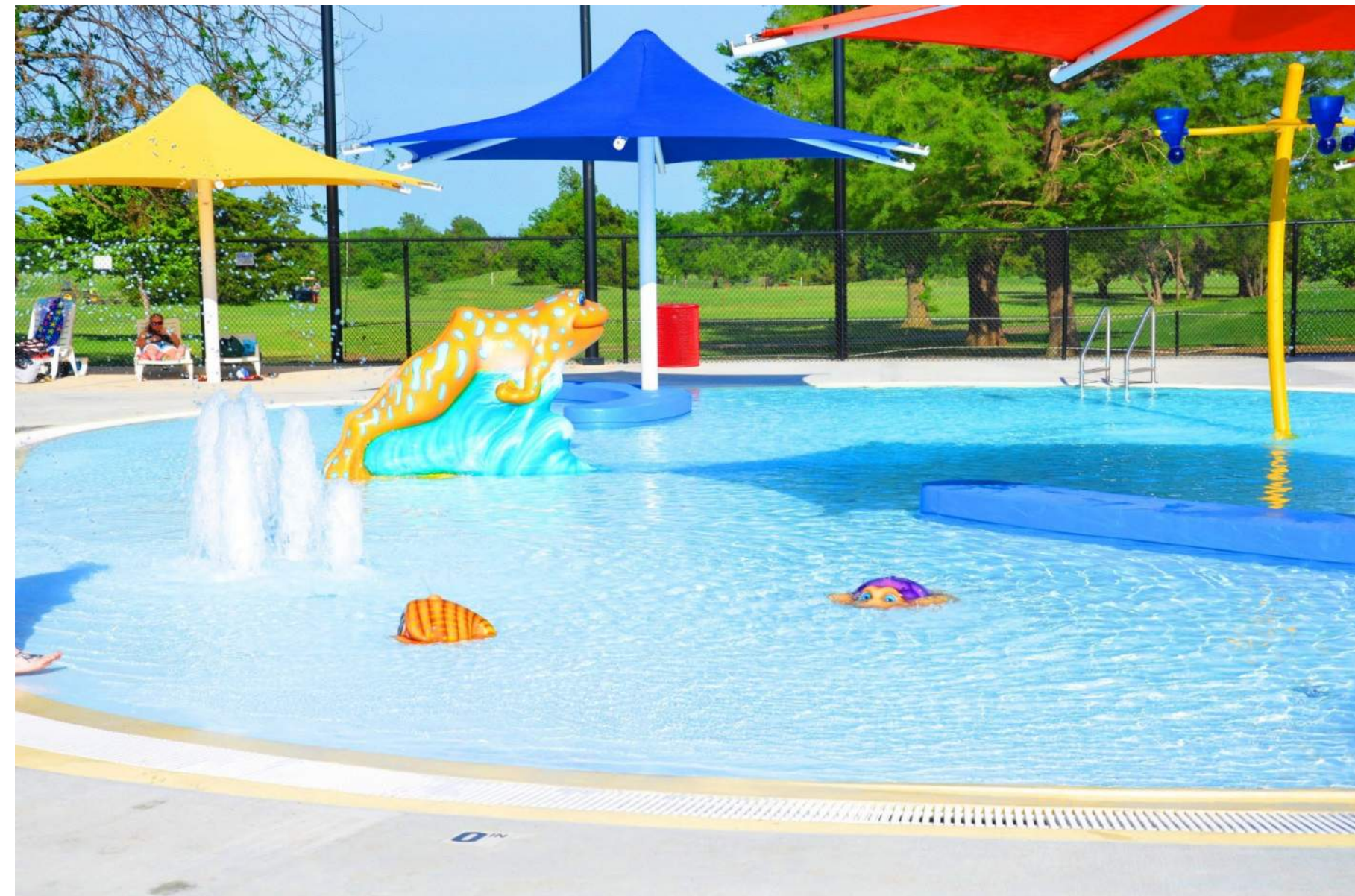
Online Survey

Jan. 17 – Feb. 5, 2024
1,361 Responses

Q16 Select which LARGE AMENITIES your household is most interested in.



ANSWER CHOICES	RESPONSES	
Zero-depth/beach entry	70.10%	830
Shallow water (2 - 4 feet)	53.89%	638
Deep water (5+ feet)	57.85%	685
Lazy river/current channel	84.54%	1,001
Lap lanes	28.29%	335
Total Respondents: 1,184		

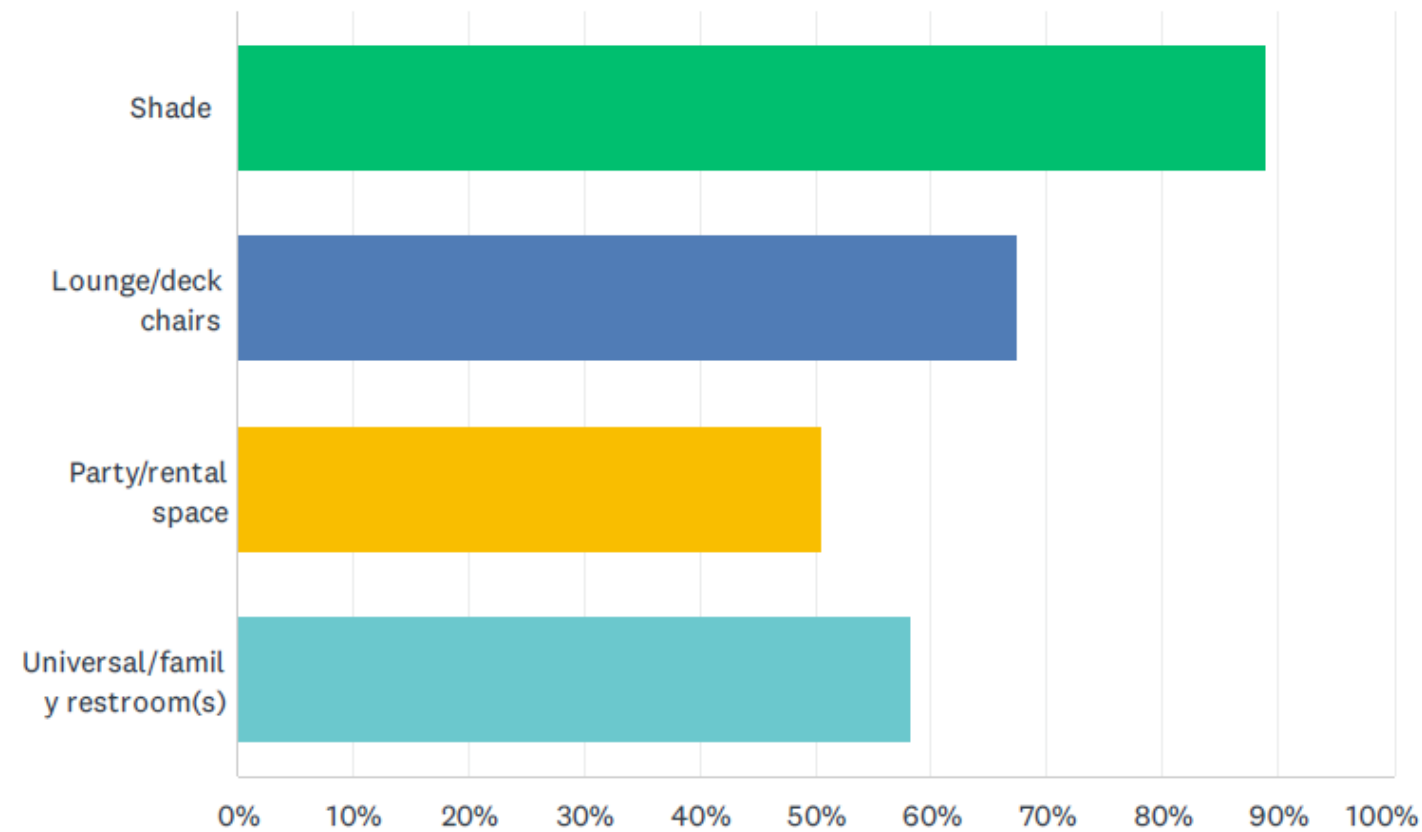


Online Survey

Jan. 17 – Feb. 5, 2024
1,361 Responses

Q17 Select which SUPPORT AMENITIES your household is most interested in.

Answered: 1,173 Skipped: 188



ANSWER CHOICES	RESPONSES	
Shade	88.92%	1,043
Lounge/deck chairs	67.43%	791
Party/rental space	50.64%	594
Universal/family restroom(s)	58.31%	684
Total Respondents: 1,173		

Online Survey

Jan. 17 – Feb. 5, 2024
1,361 Responses

Q18 Please rank how important the following features are to you and/or your household for a new outdoor aquatic center.

	1	2	3	4	5	6	7	N/A	TOTAL	SCORE
1 Family-oriented leisure area (e.g., zero-depth entry, water sprays and play features for children, toddler slide, etc.)	48.23% 558	17.80% 206	10.72% 124	7.26% 84	6.05% 70	4.06% 47	4.32% 50	1.56% 18	1,157	5.66
2 Lazy river/current channel	27.31% 316	30.86% 357	14.17% 164	8.64% 100	6.05% 70	6.05% 70	5.19% 60	1.73% 20	1,157	5.26
3 Waterslide(s)	8.64% 100	26.27% 304	32.84% 380	15.30% 177	8.12% 94	5.27% 61	2.42% 28	1.12% 13	1,157	4.86
5 Deep water	2.17% 25	6.24% 72	13.00% 150	27.99% 323	22.10% 255	20.36% 235	5.89% 68	2.25% 26	1,154	3.50
4 Open swim space	4.39% 51	8.70% 101	14.21% 165	19.81% 230	32.04% 372	17.05% 198	2.50% 29	1.29% 15	1,161	3.71
6 Active features (e.g., basketball, volleyball, water walk, climbing wall, etc.)	2.83% 33	6.18% 72	11.85% 138	16.82% 196	18.71% 218	29.36% 342	11.59% 135	2.66% 31	1,165	3.18
7 Lap lanes	6.69% 78	3.34% 39	2.66% 31	3.26% 38	4.97% 58	13.38% 156	59.01% 688	6.69% 78	1,166	2.08

Online Survey

Jan. 17 – Feb. 5, 2024
1,361 Responses

Q19 Does anyone in your household have an interest or need for any of these programs? Select all that apply.

ANSWER CHOICES		RESPONSES	
	Inclusive/special populations programming	8.26%	91
1	Birthday or private parties	60.25%	664
	Dive team or dive programs	6.72%	74
	Lap swimming (not swim team)	14.88%	164
	Programs for adults	25.23%	278
2	Recreational swimming	52.45%	578
	Senior aquatic programs	17.88%	197
	Special aquatic events	10.34%	114
3	Swim lessons	43.01%	474
	Swim team	14.70%	162
5	Toddler time/baby swim hours	33.21%	366
4	Water aerobics/fitness	33.85%	373
	Other (please specify)	1.63%	18
Total Respondents: 1,102			

Online Survey

Jan. 17 – Feb. 5, 2024
1,361 Responses

Q20 From your perspective, how important are each of the following when planning for a new aquatic center?

		NOT AT ALL IMPORTANT	NOT IMPORTANT	NEUTRAL	IMPORTANT	VERY IMPORTANT	TOTAL	WEIGHTED AVERAGE
4	Classes and programs offered	4.07% 48	7.37% 87	37.37% 441	38.05% 449	13.14% 155	1,180	2.49
3	Fees and cost to use	1.27% 15	2.20% 26	22.57% 267	42.18% 499	31.78% 376	1,183	3.01
1	Fun features and amenities	0.51% 6	1.10% 13	9.00% 106	40.66% 479	48.73% 574	1,178	3.36
2	Operate efficiently to maximize income and lesson costs	0.68% 8	1.52% 18	21.05% 249	41.93% 496	34.83% 412	1,183	3.09

Online Survey

Additional themes:

- Overall support
- Consider various ages and abilities
- Have more exciting amenities
 - Some would prefer keeping it a pool versus an aquatic center/water park
- Heat the pool water
- Keep the existing bathhouse
- Fees to visit are important

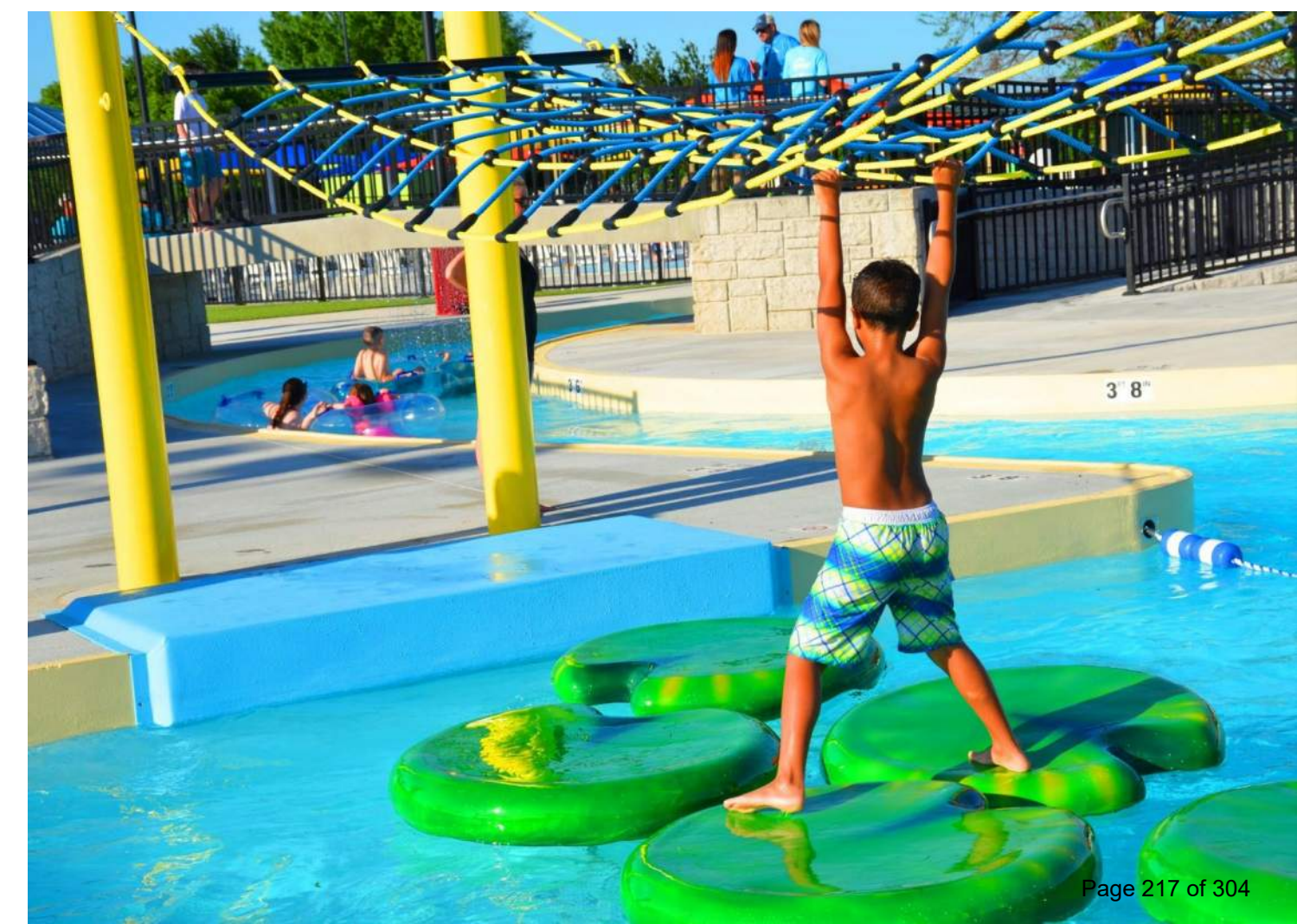
The background image shows a water park on a sunny day. In the upper left, there are several large, winding water slides in yellow and green. A blue slide is visible in the center, with a person sliding down. To the right, there are stairs and a platform where another person is standing. In the foreground, a large, shallow pool of light blue water is filled with people. Some are sitting on inflatable tubes, while others are standing or walking. A woman in a red swimsuit and a red visor is walking towards the camera. A sign with the number '10' is visible in the pool. The overall scene is bright and lively.

Options and Costs

Renovation of the Existing Bathhouse







Open body waterslide with a runout



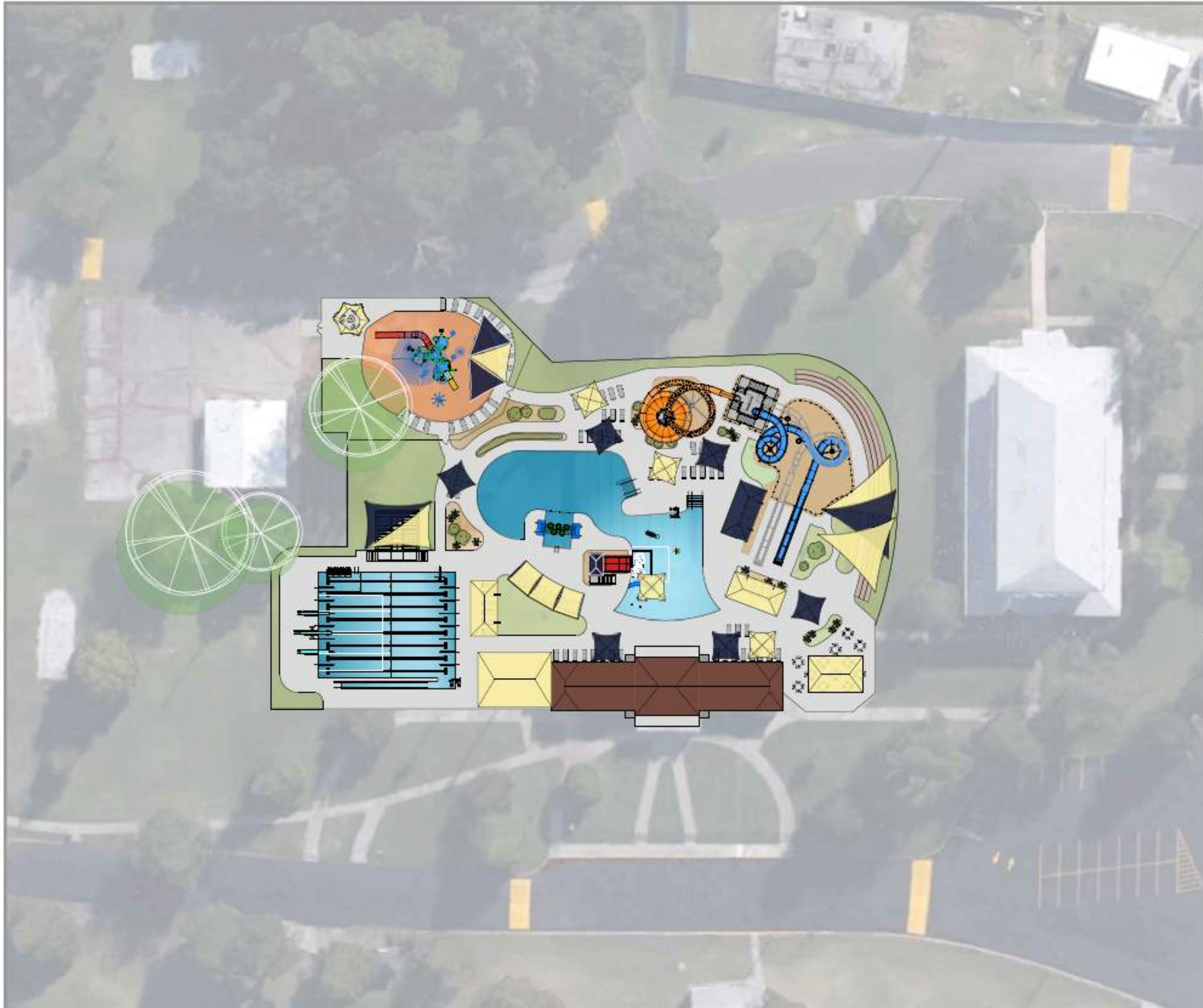




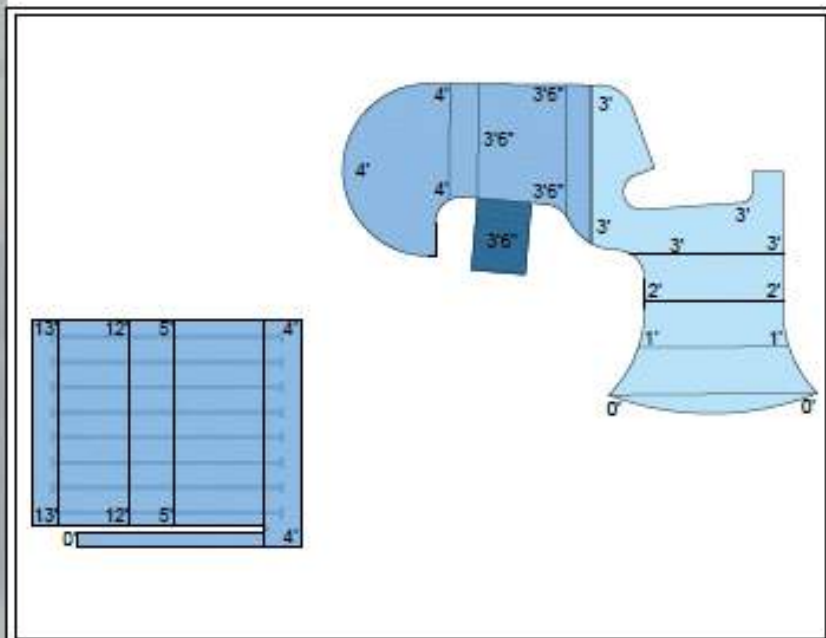
A background image of a water park. In the upper left, there are several yellow and green water slides. In the center, a blue slide has a person sliding down. To the right, there are stairs and a platform with another person. In the foreground, a large blue pool has several people swimming and floating on inner tubes. A woman in a red swimsuit and red visor is walking in the pool. A sign with '1' 0"' is visible in the pool area.

Concept 1

Concept 1



Zero Depth Entry	3,100	S.F.
Shallow Play Area	2,500	S.F.
Water Walk Area	300	S.F.
Leisure Pool	5,900	S.F.
Lap Pool	4,600	S.F.
Total Water Surface Area	10,500	S.F.
Concrete Deck Area	28,800	S.F.
Grass Deck Area	11,700	S.F.
Rockscape Area	4,000	S.F.
Landscaping Area	1,500	S.F.
Splashpad Area	3,700	S.F.



CARTHAGE, MO MUNICIPAL POOL -01

CARTHAGE, MISSOURI 02/27/2024

Leisure Pool: 5,900 s.f.

- 0'0" – 4'0"
- Zero-depth entry
- In-water bench and shade
- Family slide
- Floatables
- Water walk

Lap Pool: 4,600 s.f.

- 4'0" – 13'0"
- 8, 25-yard lanes
- 2, 1-meter diving boards
- 1, 3-meter diving board
- Climbing wall
- Basketball
- ADA ramp

Other Amenities

- Splashpad with play structure
- 1 open body slide with runout
- Swirl bowl slide
- Shade





Concept 1

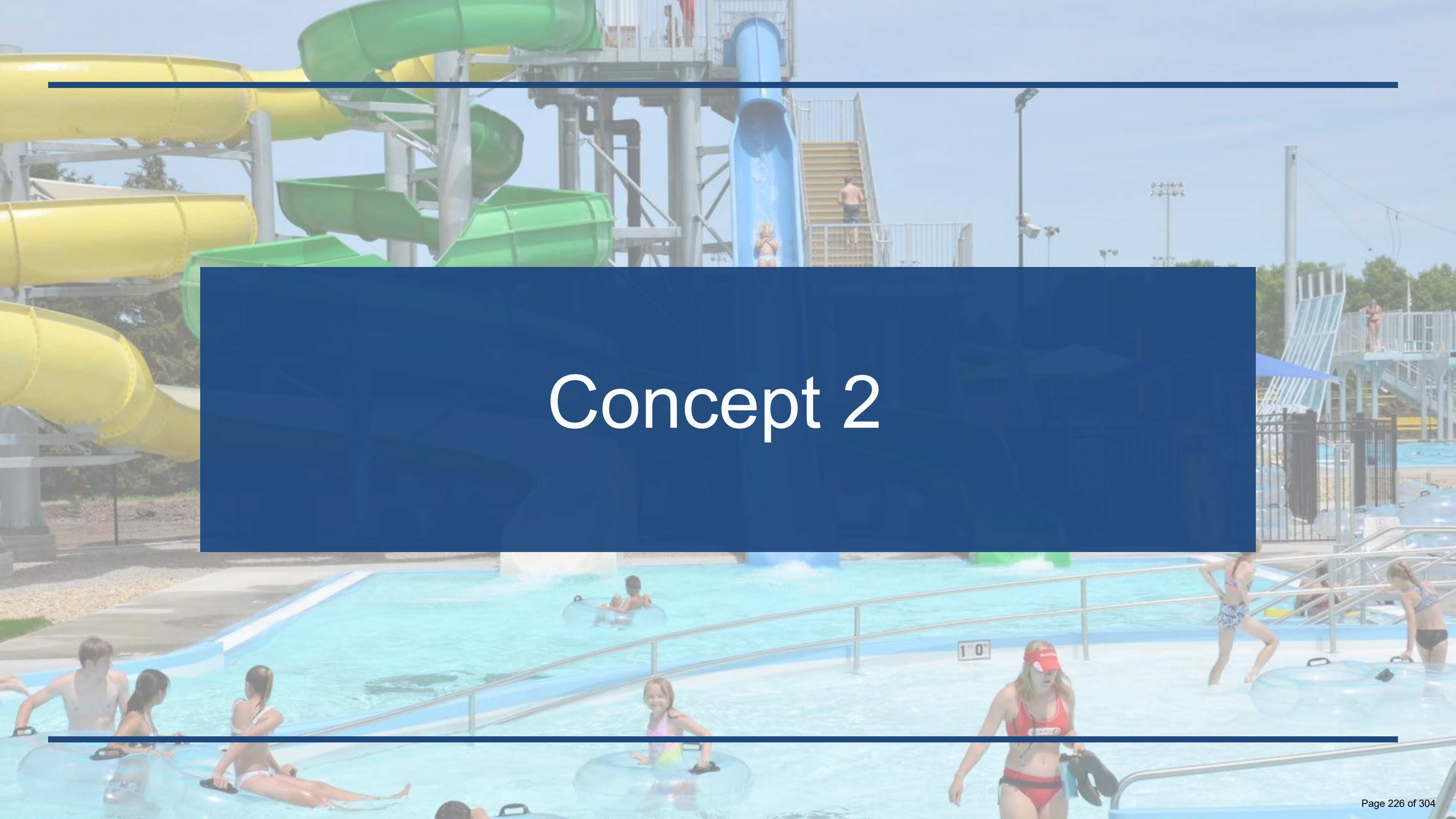
Anticipated Magnitude of Construction Cost:

\$10.5 - \$12.6 Million (+ soft costs)

Preliminary Opinion of Cost:

\$12.8 Million
(+ soft costs @ approx. 20%)



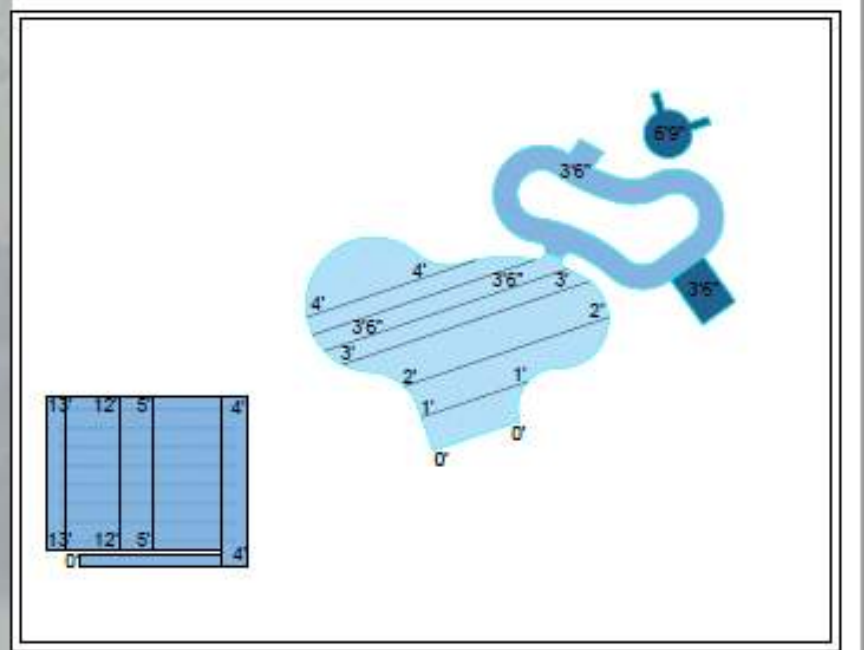
A background image of a water park. In the upper left, there are several yellow and green water slides. In the center, a blue slide has a person sliding down. To the right, a person is standing on a platform. In the foreground, there is a large blue pool with several people. Some are sitting on inflatable tubes, and one person in a red swimsuit and red visor is walking towards the camera. A depth marker '1' 0"' is visible in the pool.

Concept 2

Concept 2



Zero Depth Entry	5,500	S.F.
Lazy River	1,900	S.F.
Plunge areas	600	S.F.
Leisure Pool	8,000	S.F.
Lap Pool	4,600	S.F.
Total Water Surface Area	12,600	S.F.
Concrete Deck Area	37,000	S.F.
Grass Deck Area	12,400	S.F.
Rockscape Area	4,300	S.F.
Landscaping Area	1,500	S.F.
Splashpad Area	900	S.F.



CARTHAGE, MO MUNICIPAL POOL -02

CARTHAGE, MISSOURI 02/27/2024

Concept 2

Leisure Pool: 8,000 s.f.

- 0'0" – 4'0"
- Zero-depth entry
- In-water bench and shade
- Family slide
- Basketball
- Floatables
- Water walk
- Lazy river

Lap Pool: 4,600 s.f.

- 4'0" – 13'0"
- 8, 25-yard lanes
- 2, 1-meter diving boards
- 1, 3-meter diving board
- Climbing wall
- Basketball
- ADA ramp

Other Amenities

- Splashpad with sprays
- 1 open body slide with runout
- Swirl bowl slide
- Shade







Total Water Square Footage:
8,445 s.f.

- Zero-Depth/Shallow: 3,376 s.f.
- Current Channel: 1,295 s.f.
- Lap/Diving: 3,774 s.f.



Concept 2

Anticipated Magnitude of Construction Cost:

\$12.6 - \$15.1 Million (+ soft costs)

Preliminary Opinion of Cost:

\$13.04 Million
(+ soft costs @ approx. 20%)



The background image shows a water park on a sunny day. In the upper left, there are several large, winding water slides in yellow and green. A blue slide is in the center, with a person sliding down. To the right, there are stairs and a platform where another person is standing. In the foreground, a large, shallow pool of light blue water is filled with people. Some are sitting on inflatable tubes, while others are standing or walking. A woman in a red swimsuit and a red visor is walking towards the camera. A sign with the number '10' is visible in the pool. The overall scene is bright and lively.

Open Discussion

RESOLUTION NO. 2031

A RESOLUTION OF THE CITY OF CARTHAGE, MISSOURI, AUTHORIZING THE POLICE DEPARTMENT TO WRITE AND ACCEPT A GRANT FROM MODOT FOR THE COST OF ADDITIONAL TRAFFIC DETAILS, IN THE CITY OF CARTHAGE, MISSOURI.

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

WHEREAS, MODOT offers grant money to compensate police officers for overtime cost associated with MODOT traffic patrols.

WHEREAS, additional traffic details will benefit the citizens of Carthage at little to no cost to the City,

WHEREAS, MODOT requires the City apply for and accept the grant as proposed by MODOT

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, the Mayor and Police Chief are authorized to seek and accept MODOT grant money for police overtime.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Safety and CIAC



Highway Safety and Traffic Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2024 through September 30, 2025
(Application due by March 01, 2024)

Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102

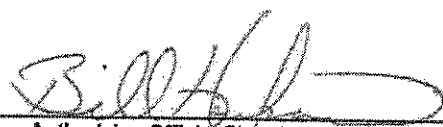
Agency: Carthage Police Dept. Agency ORI#: MO0490300
Address: 310 W. 4th St. Federal Tax ID#: 446000157
DUNS #: 949131049
City: Carthage State: MO Zip: 64836-1746 County: Jasper
Phone: 417-237-7200 Fax: 417-237-7205
Contact: Officer Jeff Pinnell Email: j.pinnell@carthagemo.gov
Jurisdiction: Rural Jurisdiction Population: 11,360
Targeted Population: All Drivers

Project activity for which your agency is requesting funding:

Hazardous Moving Violation

Project Title: HMT Enforcement Requested Amount: \$10,000.00
Brief Description: Hazardous Moving Violation Enforcement

Bill Hawkins
Authorizing Official


Authorizing Official Signature

Chief of Police
Authorizing Official Title

PROBLEM IDENTIFICATION

During the last 5 years, no behavior on Missouri roadways has contributed to traffic fatalities as frequently as speed and aggressive driving. From 2017-2021, there were 2,547 fatalities involving a speeding or aggressive driver, accounting for 53% of all traffic fatalities. Speed and aggressive driving are cited in fatal crash reports as a contributing circumstance more than twice as often as impaired driving, and feedback and citation data from law enforcement agencies indicate speeds are up significantly during the last 3 years.

Operating a motor vehicle in an aggressive or distracted manner can be costly not only to those operating the vehicle, but to other innocent drivers as well. The consequences to aggressive or distracted driving can be life altering for drivers and families throughout the state. According to the National Highway Traffic Safety Administration, aggressive driving is when an individual commits a combination of moving traffic offenses so as to endanger other persons or property. During the last five years (2016-2020), the combination of aggressive driving behaviors contributed to 53 percent of fatalities and 44 percent of serious injuries in Missouri. Speed-related conditions, including exceeding the speed limit and too fast for conditions, accounted for the most fatalities of all aggressive driving behaviors. Thirty-seven percent of all Missouri fatalities over the last five years were speed related.

Carthage finds itself at the interchange of Interstate 49 and 96 Highway. That interchange is found within the city limits of Carthage and typically is where the majority of the city's crashes occur. Missouri 571 (Garrison Avenue) is another busy road within the city and another high traffic crash area.

According to the Missouri Statewide Traffic Accident Records System, Carthage ranked 71st (803) in the state in crashes from 2020-2022. 138 of those crashes (17%) involved distracted driving while 60 (7%) involved speed.

The Carthage Police Department continues to enforce HWV violations. In 2023, the police department wrote the following HMV citations:

- Inattentive driving- 2
- Fail to drive right half- 4
- Following too close- 5
- Fail to signal- 3
- Seatbelt related- 6
- Stop light- 14
- Fail to yield- 7
- Improper passing- 1

GOALS/OBJECTIVES

Core Performance Measure Goals:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average fatality target of 897.6 by December 31, 2026.

Based on a goal of 0 serious injuries by 2040, Missouri is setting a five-year average serious injury target of 4,486.1 by December 31, 2026.

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average speed related fatality target of 293.8 by December 31, 2026.

1. Improve our traffic safety plan focusing on Hazardous Moving Violations (speeding, following too closely, fail to yield, stop light, etc) at high crash locations and throughout the entire city.
2. Reduce crashes where the driver was distracted, driving aggressively, or in an unsafe manner.

PROJECT DESCRIPTION

Our agency will saturate areas for any and all hazardous moving violations that should hopefully reduce the number of hazardous moving violations, injuries and fatalities.

The Carthage Police Department operates with four teams of four officers. While on patrol, they're tasked with maintaining law and order while part of that function is to enforce traffic law. With calls for service taking up time from patrol officers, grant funding from the Missouri Highway Safety Division allows for off duty officers to come in and focus solely on enforcing traffic violations.

Carthage officers respond to hundreds of traffic crashes per year. With dedicated enforcement, we hope that we can reduce the number of traffic crashes per year as they're detrimental to families both physically and emotionally. Dedicated enforcement will allow us to be even more vigilant with HMV enforcement.

In FY 2023-24, the City of Carthage is aiming to increase the pay rate for HMV Enforcement from time and a half to double OT. This increase in pay has facilitated a financial incentive for our officers to routinely conduct HMV enforcement over the course of the project period.

SUPPLEMENTAL INFORMATION

Question	Answer
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. N/A	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).	

**Please use the most current 12-months of data available for answering questions 18-23.
INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT
ACTIVITY.**

18 Total number of DWI violations written by your agency.	194
19 Total number of speeding citations written by your agency.	108
20 Total number of HMV citations written by your agency.	42
21 Total number of child safety/booster seat citations written by your agency.	1
22 Total number of safety belt citations written by your agency.	5
23 Total number of warnings issued.	4173

**Use the most current three years crash data from the Missouri State Highway Patrol (MSHP)
or your internal record management system for questions 24-34.**

24 Total number of traffic crashes.	803
25 Total number of traffic crashes resulting in a fatality.	1
26 Total number of traffic crashes resulting in a serious injury.	16
27 Total number of speed-related traffic crashes.	60
28 Total number of speed-related traffic crashes resulting in a fatality.	0
29 Total number of speed-related traffic crashes resulting in a serious injury.	3
30 Total number of alcohol-related traffic crashes.	48
31 Total number of alcohol-related traffic crashes resulting in a fatality.	1
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	2
33 Total number of unbuckled fatalities.	1
34 Total number of unbuckled serious injuries.	1

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	31
36 Total number of commissioned patrol and traffic officers.	18
37 Total number of commissioned law enforcement officers available for overtime enforcement.	31
38 Total number of vehicles available for enforcement.	31

- 39 Total number of radars/lasers, 22
- 40 Total number of in-car video cameras, 0
- 41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.
- PBTs- 8
- Oral Fluid Testing- 0
- 42 Total number of Breath Instruments, 2

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

- 43 Identify primary enforcement locations.
- Chapel/ HH Hwy
Central (MO 96)/ Garrison (MO 571)
Central (MO 96)/ SB on ramp to S149
Central (MO 96)/ Baker Blvd
Baker/ Blvd/ Oak St
River St/ Airport Dr.
- 44 Enter the number of enforcement periods your agency will conduct each month, 2
- 45 Enter the months in which enforcement will be conducted.
- Twelve months
- 46 Enter the days of the week in which enforcement will be conducted.
- All days of the week
- 47 Enter the time of day in which enforcement will be conducted.
- All hours of the day and night
- 48 Enter the number of officers assigned during the enforcement period, 2
- 49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.
- N/A

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

Reports are generated at the end of each detail worked by officers . These reports determine the effectiveness of their efforts . If a noticeable lack of traffic at a particular area is found , that area's priority will be lowered and different areas will be given more enforcement.

ADDITIONAL FUNDING SOURCES

N/A

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Personnel							
	Overtime and/or Fringe	Overtime pay for HMMV enforcement	200	\$50.00	\$10,000.00	\$0.00	\$10,000.00
					\$10,000.00	\$0.00	\$10,000.00
Total Contract					\$10,000.00	\$0.00	\$10,000.00

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
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Highway Safety and Traffic Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2024 through September 30, 2025
(Application due by March 01, 2024)

Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102

Agency: Carthage Police Dept.
Address: 310 W. 4th St.
City: Carthage
Phone: 417-237-7200
Contact: Officer Jeff Pinnell
Jurisdiction: Rural
Targeted Population: Impaired Drivers

Agency ORI#: MO0490300
Federal Tax ID#: 446000157
DUNS #: 949131049
State: MO
Zip: 64836-1746
County: Jasper
Fax: 417-237-7205
Email: j.pinnell@carthagemo.gov
Jurisdiction Population: 11,360

Project activity for which your agency is requesting funding:

Impaired Driving

Project Title: Impaired Driver Enforcement
Brief Description: DWI Enforcement

Requested Amount: \$8,000.00

Bill Hawkins
Authorizing Official


Authorizing Official Signature

Chief of Police
Authorizing Official Title

PROBLEM IDENTIFICATION

Substance-impaired drivers contributed to 22% of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs has increased significantly over the past decade. With recreational marijuana now legal in Missouri, there are concerns this trend will continue.

Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 81.7% of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

Depending on the jurisdiction, impaired driving offenses in Missouri are prosecuted differently. Prosecutors and judges may not always be aware of the severity of the impaired driving problem or how to best provide treatment for an offender.

Substance-impaired drivers contributed to 22.0 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 81.7 percent of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

There were 803 crashes in Carthage from 2020-2022. The Carthage Police Department had 194 DWI arrests in 2023.

2020-2022- The following is a comparison where the Carthage Police Department ranks as compared to other city agencies:

Total Alcohol-Involved crashes: 31st in the state

Disabling Injury-Alcohol involved: tied for 15th in the state

Fatal-Alcohol involved crashes: tied for 7th in the state

The top crash locations are:

Chapel/ HH Hwy

Central (MO 96)/ Garrison (MO 571)

Central (MO 96)/ SB on ramp to SI49

Central (MO 96)/ Baker Blvd

Baker/ Blvd/ Oak St

River St/ Airport Dr.

GOALS/OBJECTIVES

Core Performance Measure Goal:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average alcohol-involved fatality target of 232.6 by December 31, 2026.

1. Participate in the Statewide Saturation Saturday DWI Enforcement campaign.
2. Participate in the quarterly impaired driving enforcement campaigns.
3. Develop and implement a high visibility DWI enforcement plan involving saturation patrols.
4. To reduce crashes involving impaired driving as a contributing factor.
5. As an agency, make 100 or more DWI-related arrests in 2024.

PROJECT DESCRIPTION

Target impaired drivers to reduce impaired driving related crashes . A saturation method would be used in most instances. We would be using the saturation method by placing a high number of officers in an area known to have a high percentage of impaired driving crashes or be known as a travel route for such drivers.

Carthage has multiple establishments throughout the city that serve alcohol. The high crash areas in the city correlate with where most of those establishments are. Saturation methods will be utilized to apprehend impaired drivers in the city.

SUPPLEMENTAL INFORMATION

Question	Answer
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).	

Please use the most current 12-months of data available for answering questions 18-23.
**INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT
 ACTIVITY.**

18 Total number of DWI violations written by your agency.	194
19 Total number of speeding citations written by your agency.	108
20 Total number of HMV citations written by your agency.	42
21 Total number of child safety/booster seat citations written by your agency.	1
22 Total number of safety belt citations written by your agency.	5
23 Total number of warnings issued.	4173

**Use the most current three years crash data from the Missouri State Highway Patrol (MSHP)
 or your internal record management system for questions 24-34.**

24 Total number of traffic crashes.	803
25 Total number of traffic crashes resulting in a fatality.	1
26 Total number of traffic crashes resulting in a serious injury.	16
27 Total number of speed-related traffic crashes.	60
28 Total number of speed-related traffic crashes resulting in a fatality.	0
29 Total number of speed-related traffic crashes resulting in a serious injury.	3
30 Total number of alcohol-related traffic crashes.	48
31 Total number of alcohol-related traffic crashes resulting in a fatality.	1
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	2
33 Total number of unbuckled fatalities.	1
34 Total number of unbuckled serious injuries.	1

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	31
36 Total number of commissioned patrol and traffic officers.	18
37 Total number of commissioned law enforcement officers available for overtime enforcement.	31
38 Total number of vehicles available for enforcement.	31

39 Total number of radars/lasers.

22

40 Total number of in-car video cameras.

0

41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.

8 pbt's

0 oral fluid

42 Total number of Breath Instruments.

2

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

Chapel/ HH Hwy

Central (MO 96)/ Garrison (MO 571)

Central (MO 96)/ SB on ramp to S149

Central (MO 96)/ Baker Blvd

Baker/ Blvd/ Oak St

River St/ Airport Dr.

44 Enter the number of enforcement periods your agency will conduct each month.

2

45 Enter the months in which enforcement will be conducted.

Twelve months

46 Enter the days of the week in which enforcement will be conducted.

All days of the week

47 Enter the time of day in which enforcement will be conducted.

Between 5PM -5AM

48 Enter the number of officers assigned during the enforcement period.

2

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

N/A

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

Reports are generated at the end of each detail worked by officers. These reports determine the effectiveness of their efforts. If a noticeable lack of traffic at a particular area is found, that area's priority will be lowered and different areas will be given more enforcement.

ADDITIONAL FUNDING SOURCES

N/A

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Personnel							
	Overtime and/or Fringe	Overtime for Impaired Driver Enforcement	160	\$50.00	\$8,000.00	\$0.00	\$8,000.00
					\$8,000.00	\$0.00	\$8,000.00
Total Contract					\$8,000.00	\$0.00	\$8,000.00

ATTACHMENTS

Document Type

Description

Original File Name

Date Added



CITY COUNCIL AUTHORIZATION

On _____, 20__ the Council of The City of Carthage held a meeting and discussed the City's participation in Missouri's Highway Safety Program.

It is agreed by the Council that the City of Carthage will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the financial assistance available under the Missouri Highway Safety Program for Traffic Enforcement and report back to the Council his/her recommendations. When funding through the Highway Safety Division is no longer available, the local government entity agrees to make a dedicated attempt to continue support for this traffic safety effort.

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Mayor

RESOLUTION NO. 2032

A RESOLUTION APPROVING THE DECLARATION AS SURPLUS TO THE CITY'S NEEDS AND AUTHORIZING THE DISPOSITION OF CERTAIN PUBLIC WORKS DEPARTMENT EQUIPMENT.

WHEREAS, City Department Heads exercise direct supervision over inventories of supplies, and the sale, trade, or disposition of surplus supplies and equipment belonging to the City; and

WHEREAS, the Purchasing Officer, is responsible (with Council approval) for the disposition or *sale* of salvage, obsolete, or surplus materials, to prevent deterioration and value loss of no longer used materials, and to reduce storage costs; and

WHEREAS, the Public Works Director has discussed, and the Public Works Committee recommends, declaring 2008 Chevy Impala. VIN # 2G1WB55K289212002 as obsolete and surplus to the City's needs for consideration by the full City Council of declaring such items as surplus and obsolete.

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

That the aforesaid 2008 Chevy Impala. VIN # 2G1WB55K289212002 as determined and declared to be obsolete and surplus to the City's needs and are hereby authorized for disposition via disposal or auction.

PASSED AND APPROVED THIS _____ DAY OF _____ 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Works Committee

RESOLUTION NO. 2033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARTHAGE APPROVING A RECOMMENDATION OF THE PUBLIC WORKS COMMITTEE GRANTING AN ADMINISTRATIVE LOT SPLIT FOR PROPERTY LOCATED AT THE NW CORNER OF GEORGE E PHELPS BLVD AND S GRAND AVE, IN THE CITY OF CARTHAGE MISSOURI.

WHEREAS, Article II Section 22 of the Code of Carthage provides for the approval of plats for subdivisions in the City of Carthage; and

WHEREAS, Section 22-21 provides for exemptions from the full provisions of the article with approval by the Mayor and City Council; and

WHEREAS, City staff reviewed the application and the proposed land split map for completeness and accuracy; and

WHEREAS, staff presented its recommendation to the Public Works Committee at its regularly scheduled meeting of March 5, 2024 for action and recommendation to the City Council; and

WHEREAS, on March 5, 2024, the Public Works Committee considered and discussed the staff recommendation and voted unanimously in favor of recommending said administrative lot split to the City Council.

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

That pursuant to Section 22-21 (d) of the Code of Carthage, the administrative lot split into Lots 1 and Lots 2 as described in attached surveys, Carthage, Missouri (the “Property”) as recommended by the City's Public Works Committee is hereby approved as submitted (attached).

PASSED AND APPROVED THIS ____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

ADMINISTRATIVE SUBDIVISION APPLICATION

"America's Maple Leaf City"



Date: _____

Filing Fee: \$200.00

Property Location: NW Corner W George E Phelps Blvd. and S. Grand Ave.

Name of Subdivision: Forest Park

(if applicable)

☐ Re-Plat

☐ Lot Line Adjustment

☒ Lot Division

☐ Lot Combination

☐ Other: _____

Existing Zoning Classification: _____

Property Owner's Name Forest Park Baptist Church

Tele: 417-623-4606

Mailing Address: 2535 Grand Ave., Carthage

State: MO Zip: 64836

Email: info@forestpark.tv

Fax: _____

Applicant: Recor Properties, LLC

Tele: _____

Mailing Address: 5925 Beverly Ave., Mission

State: KS Zip: 666202

Email: bhaverty@recorproperties.com

Fax: _____

Engineer's name: SM Engineering

Tele: 785-341-9747

Mailing Address: 1310 Westloop Pl., Suite A, #345, Manhattan

State: KS Zip: 66502

Email: smcivilengr@gmail.com

Fax: _____

Surveyor's name: Boundary & Consruction Surveying, Inc.

Tele: 816-554-9798

Mailing Address: 821 NE Columbus St., Site 100, Lee's Summit

State: MO Zip: 64063

Email: justin@boundariesurvey.net

Fax: _____

Legal Description: See attached sheet

The following shall be submitted with this application:

☐ Filing Fee: \$200.00

☐ **Re-Plat**

- ☐ Location of lots, streets and alleys
- ☐ Location of building lines on front and side streets
- ☐ Location of any right-of-ways and easements
- ☐ Location of any existing structures, fences, walls, etc.
- ☐ North indicator, date of preparation and written scale

☐ **Lot Split Survey (Lot Line Adjustment, Lot Division, Lot Combination)**

- ☐ Property boundaries of the existing site
- ☐ North indicator, date of preparation and written scale
- ☐ Parcel boundaries of proposed parcels to be created and the net area
- ☐ Location of existing streets and rights-of-way with all dimensions
- ☐ Location of existing structures, fences, walls, etc.
- ☐ Title search of parcel to be split

☐ Certificates required for the recording of the survey plat with the Jasper County Recorder's Office

☐ Any additional pertinent information as required by the staff, such as copies of current covenants, conditions and restrictions, in the case of land splits in recorded subdivisions.

Owner's Signature



Applicant's Signature

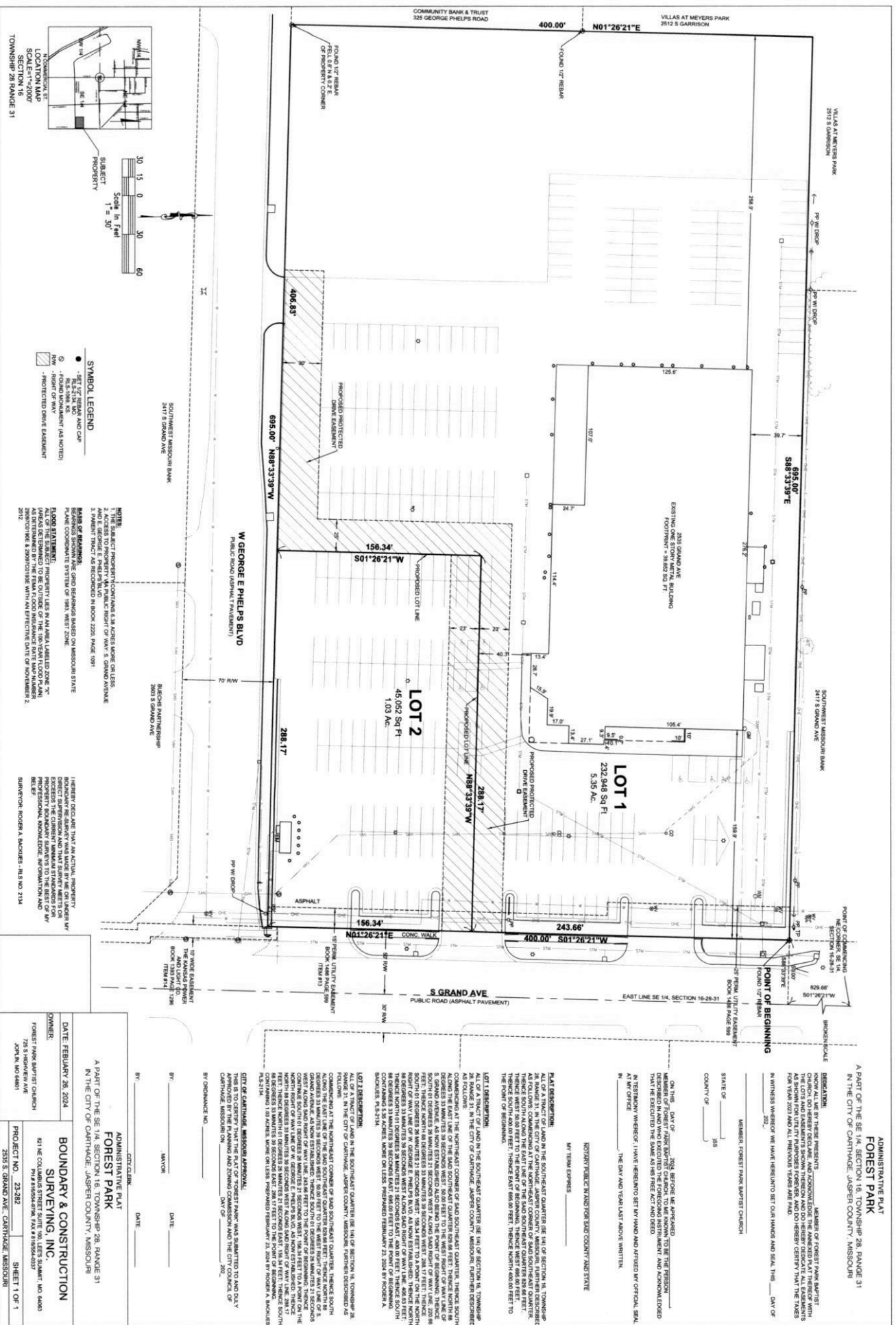
Return form to: Public Works Department

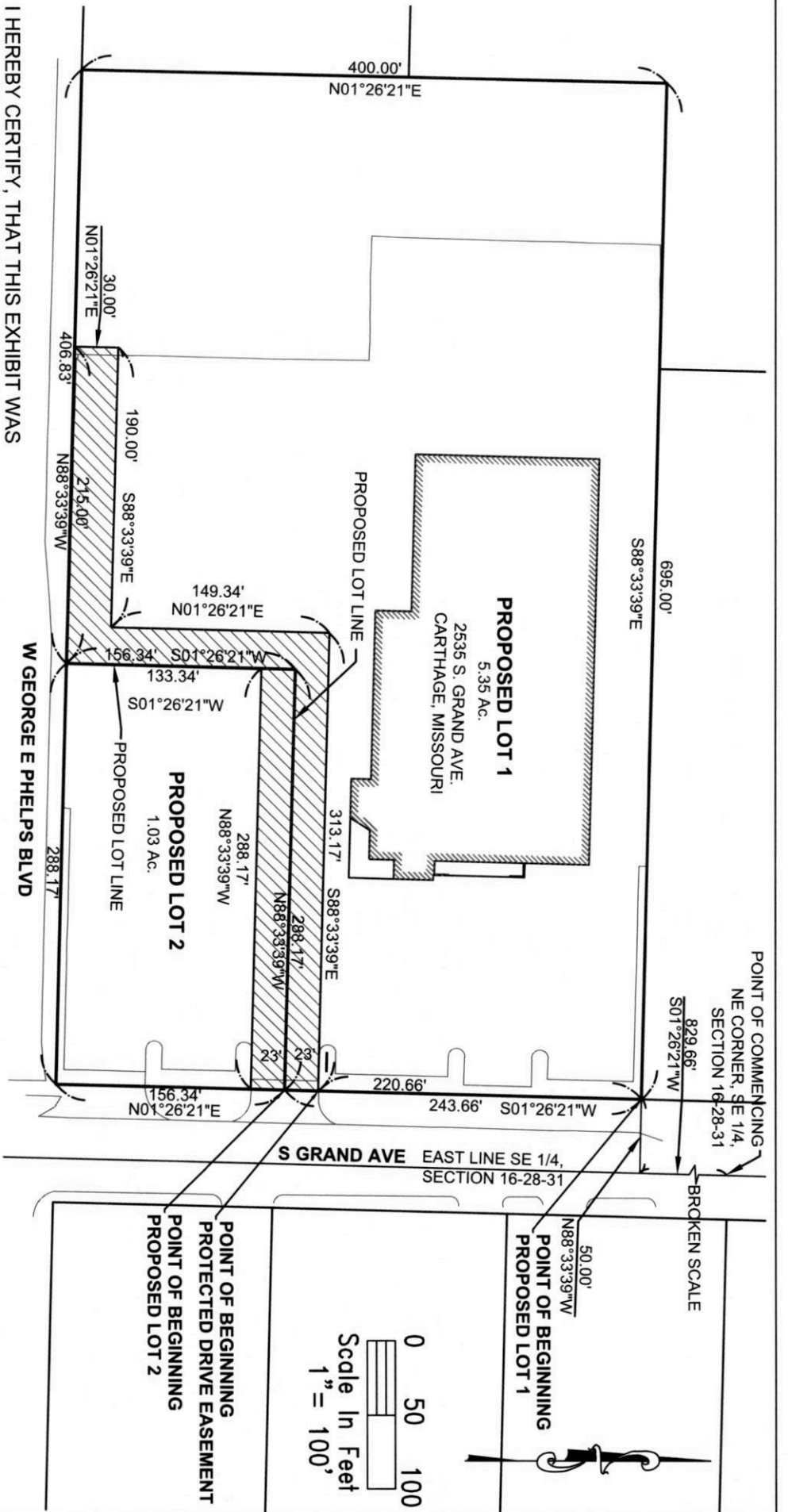
Office Use Only: Date Received: _____	Filing Fee: ☐ Yes
Date for City Staff Review: _____	Public Works Committee Review Date: _____
City Council Dates: _____	

ALL OF A TRACT OF LAND IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 16, TOWNSHIP 28, RANGE 31, IN THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE SOUTH ALONG THE EAST LINE OF THE SAID SOUTHEAST QUARTER 829.66 FEET; THENCE NORTH 88 DEGREES 33 MINUTES 39 SECONDS WEST, 50.00 FEET TO THE WEST RIGHT OF WAY LINE OF S. GRAND AVENUE, AS NOW ESTABLISHED; THENCE SOUTH 01 DEGREES 26 MINUTES 21 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, 243.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01 DEGREES 26 MINUTES 21 SECONDS WEST, 156.34 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF W. GEORGE E. PHELPS BLVD, AS NOW ESTABLISHED; THENCE NORTH 88 DEGREES 33 MINUTES 39 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, 288.17 FEET; THENCE NORTH 01 DEGREES 26 MINUTES 21 SECONDS EAST, 156.34 FEET; THENCE SOUTH 88 DEGREES 33 MINUTES 39 SECONDS EAST, 288.17 FEET TO THE POINT OF BEGINNING. CONTAINING 1.03 ACRES, MORE OR LESS. PREPARED FEBRUARY 23, 2024 BY ROGER A. BACKUES, PLS-2134.

ALL OF A TRACT OF LAND IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 16, TOWNSHIP 28, RANGE 31, IN THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE SOUTH ALONG THE EAST LINE OF THE SAID SOUTHEAST QUARTER 829.66 FEET; THENCE NORTH 88 DEGREES 33 MINUTES 39 SECONDS WEST, 50.00 FEET TO THE WEST RIGHT OF WAY LINE OF S. GRAND AVENUE, AS NOW ESTABLISHED ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 26 MINUTES 21 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, 220.66 FEET; THENCE NORTH 88 DEGREES 33 MINUTES 39 SECONDS WEST, 288.17 FEET; THENCE SOUTH 01 DEGREES 26 MINUTES 21 SECONDS WEST, 156.34 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF W. GEORGE E. PHELPS BLVD, AS NOW ESTABLISHED; THENCE NORTH 88 DEGREES 33 MINUTES 39 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, 406.83 FEET; THENCE NORTH 01 DEGREES 26 MINUTES 21 SECONDS EAST, 400.00 FEET; THENCE SOUTH 88 DEGREES 33 MINUTES 39 SECONDS EAST, 695.00 FEET TO THE POINT OF BEGINNING. CONTAINING 5.35 ACRES, MORE OR LESS. PREPARED FEBRUARY 23, 2024 BY ROGER A. BACKUES, PLS-2134.





I HEREBY CERTIFY, THAT THIS EXHIBIT WAS
PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION.
BY: ROGER A. BACKUES, PLS-2134
DATE: FEBRUARY 23, 2024



 - PROTECTED DRIVE EASEMENT

CLIENT:
RECOR PROPERTIES
5925 BEVERLY
MISSION, KANSAS 66202

EXHIBIT
A PART OF THE SOUTHEAST QUARTER OF
SECTION 16, TOWNSHIP 28, RANGE 31
CARTHAGE, JASPER COUNTY, MISSOURI

**BOUNDARY & CONSTRUCTION
SURVEYING, INC.**
821 NE COLUMBUS STREET SUITE 100, LEE'S SUMMIT, MO. 64063
PH # 816/554-9798, FAX # 816/554-0337
PROJECT NO. 23-282 SHEET 1 OF 1

MCCUNE BROOKS REGIONAL HOSPITAL

FINANCIAL STATEMENTS

JANUARY 31, 2024 AND 2023





ACCOUNTANT'S DISCLAIMER REPORT

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

The accompanying financial statements of McCune Brooks Regional Hospital as of and for the year-to-date ending January 31, 2024 and 2023 omit substantially all disclosures. The financial statements were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

Schmidt Associates, LLC

February 20, 2024



America Counts on CPAs

McCune Brooks Regional Hospital
Statements of Financial Position
January 31, 2024

Assets

	<u>2024</u>	<u>2023</u>
Assets		
Cash in bank- New trust disbursement	\$ 2,912.82	\$ 1,037.25
New Trust investment	14,859,464.71	14,640,998.94
Escrow account	<u>3,202,845.13</u>	<u>5,110,339.73</u>
Total Assets	<u><u>\$ 18,065,222.66</u></u>	<u><u>\$ 19,752,375.92</u></u>

Liabilities and Net Position

Liabilities

Accounts payable	\$ 3,858,205.39	\$ 5,560,339.73
Total Liabilities	<u>3,858,205.39</u>	<u>5,560,339.73</u>

Net Position

Operational capital- Fund balance	14,011,506.10	19,562,855.42
Restricted- expendable for specifics	0.00	(5,560,339.73)
Restricted- non expendable	322,626.00	322,626.00
Retained earnings	<u>(127,114.83)</u>	<u>(133,105.50)</u>

Total Net Position	<u>14,207,017.27</u>	<u>14,192,036.19</u>
Total Liabilities and Stockholders' Equity	<u><u>\$ 18,065,222.66</u></u>	<u><u>\$ 19,752,375.92</u></u>

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

McCune Brooks Regional Hospital

Statements of Activities

	9 Months Ended January 31, 2024	9 Months Ended January 31, 2023
Income		
Interest and dividend income- bond/escrow	148,966.78	39,196.30
Interest and dividend income-Trust	309,775.41	190,260.57
Interest income	32.00	16.62
Gain (Loss) realized and unrealized	159,510.61	(158,060.42)
Total Income	<u>618,284.80</u>	<u>71,413.07</u>
Operating Expenses		
Bank charges	12,509.59	12,494.69
Grants	717,627.04	177,323.88
Legal and professional fees	15,263.00	14,700.00
Total Operating Expenses	<u>745,399.63</u>	<u>204,518.57</u>
Net Income (Loss)	<u>\$ (127,114.83)</u>	<u>\$ (133,105.50)</u>

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

McCune Brooks Regional Hospital

General Ledger - Separate Debits and Credits

May 1, 2023 - January 31, 2024

Date	Reference	Journal	Description	Beginning Balance	Debit	Credit	Period End Balance
1000	Cash in bank- New trust disbursement			17,980.02			
05/01/23			Schmidt Associates LLC			1,000.00	
05/10/23	1104		Joplin Regional Medical School Alliance			75,000.00	
05/10/23	1105		Missouri Southern Foundation			75,000.00	
05/31/23			Interest income		9.84		
05/31/23	90.01		Record New Trust activity		150,000.00		
06/01/23			Schmidt Associates LLC			1,000.00	
06/30/23			Interest income		5.39		
06/30/23	SC		Analysis service charge			6.20	
07/01/23			Schmidt Associates LLC			1,000.00	
07/31/23			Interest		0.84		
08/01/23			Schmidt Associates LLC			1,000.00	
08/31/23	INT		Interest income		0.59		
09/01/23			Schmidt Associates LLC			1,000.00	
09/30/23	INT		Interest income		0.54		
10/01/23			Schmidt Associates LLC			1,000.00	
10/31/23			Interest income		0.51		
11/01/23			Schmidt Associates LLC			1,000.00	
11/07/23	1108		Joplin Regional Medical School Alliance			75,000.00	
11/07/23	1109		Vision Carthage			6,000.00	
11/30/23			Interest income		2.92		
11/30/23	90.01		Record New Trust activity		75,000.00		
12/01/23			Schmidt Associates LLC			1,000.00	
12/31/23			Interest income		3.12		
12/31/23	SC		Analysis service charge			30.00	
01/01/24			Schmidt Associates LLC			1,000.00	
01/16/24	1110		Boots Court Foundation			40,000.00	
01/16/24	1111		Carthage R-9 School District			100,000.00	
01/18/24	1113		Schmidt Associates LLC			63.00	
01/31/24			Interest income		8.25		
01/31/24	90.01		Record New Trust activity		140,000.00		
Totals for 1000					<u>365,032.00</u>	<u>380,099.20</u>	<u>2,912.82</u>
1855	New trust investment- 138405.1			14,667,717.41			
05/31/23	90.01		Record New Trust activity			120,094.72	
06/30/23	90.01		Record New Trust activity			37,797.75	
07/31/23	90.01		Record New Trust activity		33,887.16		
08/31/23	90.01		Record New Trust activity		66,218.39		
09/30/23	90.01		Record New Trust activity			17,415.10	
10/31/23	90.01		Record New Trust activity		28,908.37		
11/30/23	90.01		Record New Trust activity		119,856.18		
12/31/23	90.01		Record New Trust activity		105,445.77		
01/31/24	90.01		Record New Trust activity			98,144.52	
Totals for 1855					<u>354,315.87</u>	<u>273,452.09</u>	<u>14,748,581.19</u>
1857	New trust- accrued interest			98,434.67			
05/31/23	90.01		Record New Trust activity			47,382.59	
06/30/23	90.01		Record New Trust activity		10,639.66		
07/31/23	90.01		Record New Trust activity		20,385.81		
08/31/23	90.01		Record New Trust activity			9,026.69	
09/30/23	90.01		Record New Trust activity		11,203.66		
10/31/23	90.01		Record New Trust activity		28,692.63		
11/30/23	90.01		Record New Trust activity			54,291.10	
12/31/23	90.01		Record New Trust activity		23,566.01		
01/31/24	90.01		Record New Trust activity		28,661.46		
Totals for 1857					<u>123,149.23</u>	<u>110,700.38</u>	<u>110,883.52</u>

McCune Brooks Regional Hospital

General Ledger - Separate Debits and Credits

May 1, 2023 - January 31, 2024

Date	Reference	Journal	Description	Beginning Balance	Debit	Credit	Period End Balance
1891	Escrow account 144727.1			5,155,476.96			
05/31/23	90.02		Record Puchase Escrow activity		16,464.84		
06/30/23	90.02		Record Puchase Escrow activity		17,768.98		
07/31/23	90.02		Record Puchase Escrow activity		17,662.00		
08/31/23	90.02		Record Puchase Escrow activity		18,368.79		
09/30/23	90.02		Record Puchase Escrow activity			812,673.73	
10/31/23	90.02		Record Puchase Escrow activity		16,475.58		
11/30/23	90.02		Record Puchase Escrow activity			1,251,592.16	
12/31/23	90.02		Record Puchase Escrow activity		13,239.42		
01/31/24	90.02		Record Puchase Escrow activity		11,654.45		
			Totals for 1891		<u>111,634.06</u>	<u>2,064,265.89</u>	<u>3,202,845.13</u>
2000	Accounts payable			(5,605,476.96)			
07/31/23	Stan		Adjust grants payable to actual			276,895.82	
10/31/23	Stan		Adjust grants payable to actual		973,450.08		
01/31/24	APSUM		AP Summary Journal Entry			6,200.00	
01/31/24	Stan		Adjust grants payable to actual		1,056,917.31		
			Totals for 2000		<u>2,030,367.39</u>	<u>283,095.82</u>	<u>(3,858,205.39)</u>
3000	Operational capital- fund balance			(14,011,506.10)			
			Totals for 3000		<u>0.00</u>	<u>0.00</u>	<u>(14,011,506.10)</u>
3120	Restricted- non expendable			(322,626.00)			
			Totals for 3120		<u>0.00</u>	<u>0.00</u>	<u>(322,626.00)</u>
6200	Bank charges			0.00			
05/31/23	90.01		Record New Trust activity		1,222.31		
06/30/23	90.01		Record New Trust activity		1,212.30		
06/30/23	SC		Analysis service charge		6.20		
07/31/23	90.01		Record New Trust activity		1,209.15		
08/31/23	90.01		Record New Trust activity		1,211.98		
09/30/23	90.01		Record New Trust activity		1,217.49		
10/31/23	90.01		Record New Trust activity		1,216.04		
10/31/23	90.02		Record Puchase Escrow activity		1,500.00		
11/30/23	90.01		Record New Trust activity		1,218.45		
12/31/23	90.01		Record New Trust activity		1,228.44		
12/31/23	SC		Analysis service charge		30.00		
01/31/24	90.01		Record New Trust activity		1,237.23		
			Totals for 6200		<u>12,509.59</u>	<u>0.00</u>	<u>12,509.59</u>
6490	Grants			0.00			
05/10/23	051023		Joplin Regional Medical School Alliance		75,000.00		
05/10/23	051023		Missouri Southern Foundation		75,000.00		
07/31/23	Stan		Adjust grants payable to actual		276,895.82		
09/20/23	092023		Vision Carthage		6,000.00		
09/30/23	90.02		Record Puchase Escrow activity		832,181.30		
10/31/23	Stan		Adjust grants payable to actual			973,450.08	
11/07/23	110723		Joplin Regional Medical School Alliance		75,000.00		
11/30/23	90.02		Record Puchase Escrow activity		1,267,917.31		
01/16/24	01163		Boots Court Foundation		40,000.00		
01/16/24	011623		Carthage R-9 School District		100,000.00		
01/31/24	Stan		Adjust grants payable to actual			1,056,917.31	
			Totals for 6490		<u>2,747,994.43</u>	<u>2,030,367.39</u>	<u>717,627.04</u>
6620	Legal and professional fees			0.00			

McCune Brooks Regional Hospital

General Ledger - Separate Debits and Credits

May 1, 2023 - January 31, 2024

Date	Reference	Journal	Description	Beginning Balance	Debit	Credit	Period End Balance
05/01/23			Schmidt Associates LLC		1,000.00		
06/01/23			Schmidt Associates LLC		1,000.00		
07/01/23			Schmidt Associates LLC		1,000.00		
08/01/23			Schmidt Associates LLC		1,000.00		
09/01/23			Schmidt Associates LLC		1,000.00		
10/01/23			Schmidt Associates LLC		1,000.00		
11/01/23			Schmidt Associates LLC		1,000.00		
12/01/23			Schmidt Associates LLC		1,000.00		
01/01/24			Schmidt Associates LLC		1,000.00		
01/18/24	011823		Schmidt Associates LLC		63.00		
02/16/24	122923		KPM CPAs PC		6,200.00		
Totals for 6620					<u>15,263.00</u>	<u>0.00</u>	<u>15,263.00</u>
8000 Gain (loss) realized				0.00			
Totals for 8000					<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
8010 Gain/(loss) unrealized				0.00			
05/31/23	90.01		Record New Trust activity		52,183.16		
06/30/23	90.01		Record New Trust activity		52,958.55		
07/31/23	90.01		Record New Trust activity			27,499.15	
08/31/23	90.01		Record New Trust activity			4,419.76	
09/30/23	90.01		Record New Trust activity		21,020.55		
10/31/23	90.01		Record New Trust activity			9,614.50	
11/30/23	90.01		Record New Trust activity			112,008.05	
12/31/23	90.01		Record New Trust activity			110,419.12	
01/31/24	90.01		Record New Trust activity			21,712.29	
Totals for 8010					<u>126,162.26</u>	<u>285,672.87</u>	<u>(159,510.61)</u>
8100 Interest and dividend income- bond/escrow				0.00			
05/31/23	90.02		Record Purchase Escrow activity			16,464.84	
06/30/23	90.02		Record Purchase Escrow activity			17,768.98	
07/31/23	90.02		Record Purchase Escrow activity			17,662.00	
08/31/23	90.02		Record Purchase Escrow activity			18,368.79	
09/30/23	90.02		Record Purchase Escrow activity			19,507.57	
10/31/23	90.02		Record Purchase Escrow activity			17,975.58	
11/30/23	90.02		Record Purchase Escrow activity			16,325.15	
12/31/23	90.02		Record Purchase Escrow activity			13,239.42	
01/31/24	90.02		Record Purchase Escrow activity			11,654.45	
Totals for 8100					<u>0.00</u>	<u>148,966.78</u>	<u>(148,966.78)</u>
8110 Interest and dividend income-Trust				0.00			
05/31/23	90.01		Record New Trust activity			35,928.16	
06/30/23	90.01		Record New Trust activity			27,012.76	
07/31/23	90.01		Record New Trust activity			27,982.97	
08/31/23	90.01		Record New Trust activity			53,983.92	
09/30/23	90.01		Record New Trust activity			16,026.60	
10/31/23	90.01		Record New Trust activity			49,202.54	
11/30/23	90.01		Record New Trust activity			29,775.48	
12/31/23	90.01		Record New Trust activity			19,821.10	
01/31/24	90.01		Record New Trust activity			50,041.88	
Totals for 8110					<u>0.00</u>	<u>309,775.41</u>	<u>(309,775.41)</u>
8120 Interest income				0.00			
05/31/23			Interest income			9.84	
06/30/23			Interest income			5.39	
07/31/23			Interest			0.84	
08/31/23	INT		Interest income			0.59	

McCune Brooks Regional Hospital
General Ledger - Separate Debits and Credits
May 1, 2023 - January 31, 2024

Date	Reference	Journal	Description	Beginning Balance	Debit	Credit	Period End Balance
09/30/23	INT		Interest income			0.54	
10/31/23			Interest income			0.51	
11/30/23			Interest income			2.92	
12/31/23			Interest income			3.12	
01/31/24			Interest income			8.25	
Totals for 8120					<u>0.00</u>	<u>32.00</u>	<u>(32.00)</u>
Report Total							<u>0.00</u>

Net Profit/(Loss)

Current Period	<u>909,725.56</u>
Year-to-Date	<u>(127,114.83)</u>

Distribution count = 131

McCune Brooks Trust
Grant analysis

McCune Brooks Regional Hospital Trust
Grant Analysis
10/31/23

Year ending	4/30/18	4/30/19	4/30/20	4/30/21	4/30/22	4/30/23	4/20/24	4/20/25	4/20/26	4/30/27	4/30/28	Total paid and pledged
Area Agency on Aging	10,000.00	25,000.00		25,000.00								60,000.00
	20,000.00											20,000.00
Art Feeds				20,575.00								20,575.00
Carthage Crisis Center Inc.	10,000.00											10,000.00
Children's Haven of SW MO	20,000.00											20,000.00
Cerebral Palsy of Tri County	30,000.00											30,000.00
Feeding Inc	23,349.40	10,167.50										33,516.90
City of Carthage	25,000.00		175,000.00									200,000.00
City of Carthage-Park grants							5,072,104.00					5,072,104.00
Carthage Community foundation	25,000.00	25,000.00	25,000.00									75,000.00
Fair Acres Family YMCA		25,000.00	1,450,000.00	20,000.00								1,495,000.00
McCune Brooks Healthcare Foundation		33,500.00										33,500.00
Carthage R-9 School District		100,000.00	100,000.00	100,000.00	100,000.00	100,000.00						500,000.00
Carthage Public Library			50,000.00									50,000.00
Joplin Regional Medical School Alliance-payable in May each year					75,000.00	75,000.00	75,000.00	75,000.00	75,000.00			375,000.00
Joplin Regional Medical School Alliance (Dental School)-payable in October each year					75,000.00	75,000.00	75,000.00	75,000.00	75,000.00			375,000.00
MSSU-Health Science Innovation Center-payable in May each year							75,000.00	75,000.00	75,000.00	75,000.00		375,000.00
Vision Carthage							6,000.00					6,000.00
Carthage R-9 Foundation (Baseball stad)							100,000.00	100,000.00	100,000.00			300,000.00
Boots Court Foundation							40,000.00	40,000.00	40,000.00			120,000.00
	163,349.40	218,667.50	1,800,000.00	165,575.00	250,000.00	250,000.00	5,443,104.00	365,000.00	365,000.00	75,000.00	75,000.00	9,170,695.90

City of Carthage--Park improvements paid

9/22/23 832,181.30
1,267,917.31

City of Carthage-remaining balance

2,972,005.39

Total unpaid grants--highlighted in yellow

3,852,005.39 Accounts payable includes \$6,200 payable to KPM

Grant Expense account analysis	
Adjust balance of Parks grant	(83,372.96)
MSSU-Health Sciences	375,000.00
Vision Carthage	6,000.00
Carthage R-9 Foundation	300,000.00
Boots Court Foundation	120,000.00
	<u>717,627.04</u>



Unaudited Interim Financial Statements

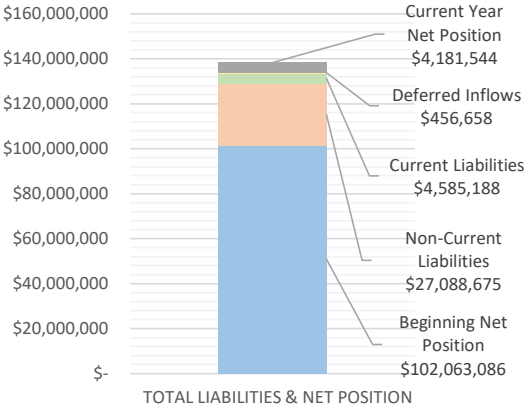
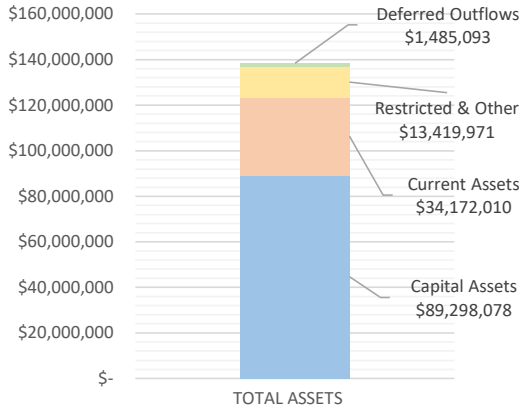
January 31, 2024



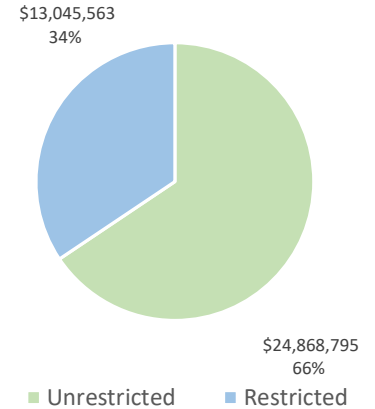
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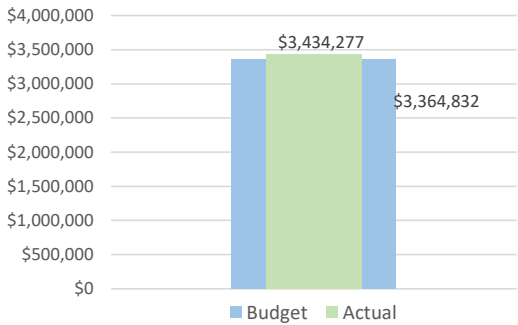
BALANCE SHEET As of January 31, 2024



Cash & Cash Equivalents



Operating Revenue Current Month

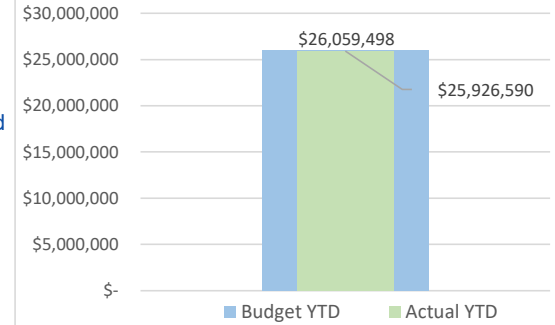


Comments

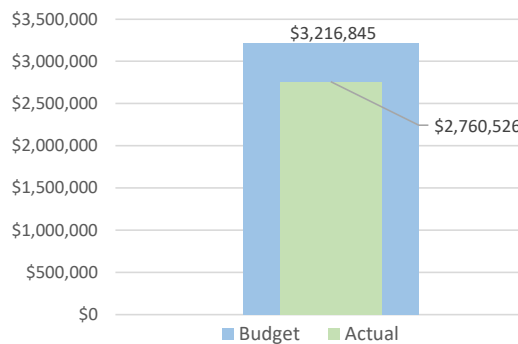
Unrestricted days cash on hand equals 262.

Combined operating revenues exceeded budget for the month.

Operating Revenue Year to Date



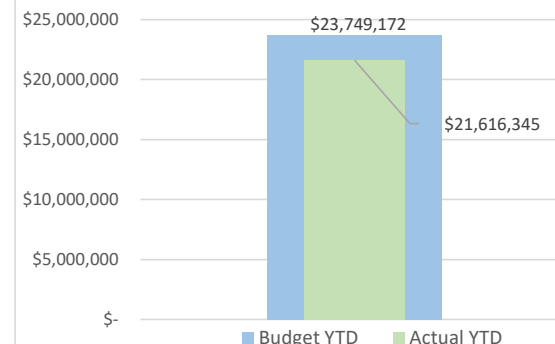
Operating Expense Current Month



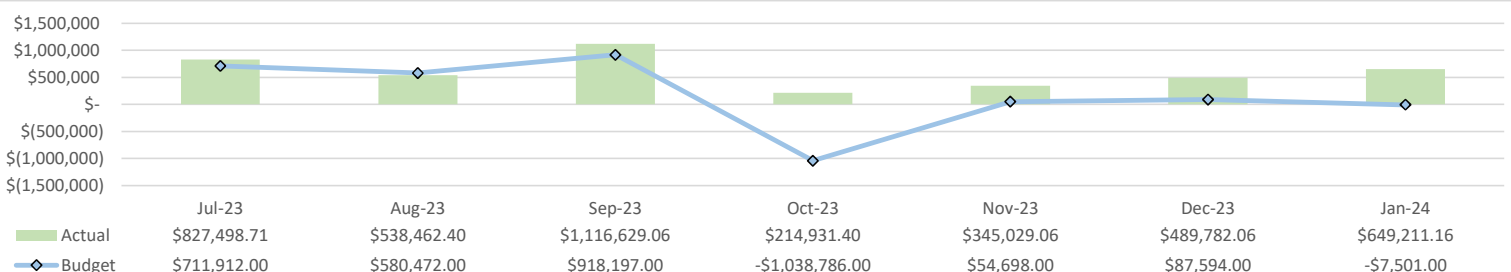
Comments

Combined operating expenses were under budget for the month and year to date.

Operating Expense Year to Date



Net Position by Month





FINANCIAL SUMMARY
For the Month of
January 31, 2024

	CURRENT MONTH								YEAR TO DATE							
	ACTUAL	BUDGET	PRIOR YEAR	OVER (UNDER) BUDGET		OVER (UNDER) PRIOR YEAR			ACTUAL	BUDGET	PRIOR YEAR	OVER (UNDER) BUDGET		OVER (UNDER) PRIOR YEAR		
				AMOUNT	PERCENT	AMOUNT	PERCENT					AMOUNT	PERCENT	AMOUNT	PERCENT	
COMBINED UTILITY																
Operating Revenues	\$ 3,434,277	\$ 3,364,832	\$ 3,195,526	\$ 69,445	2.06%	\$ 238,752	7.47%		\$ 25,926,590	\$ 26,059,498	\$ 25,065,088	\$ (132,908)	-0.51%	\$ 861,502	3.44%	
Operating Expenses	(2,760,526)	(3,216,845)	(3,137,551)	456,319	14.19%	377,025	12.02%		(21,616,345)	(23,749,172)	(21,477,087)	2,132,827	8.98%	(139,257)	-0.65%	
Net Operating Income Total	673,752	147,987	57,975	525,765	355.28%	615,777	1062.14%		4,310,245	2,310,326	3,588,001	1,999,919	86.56%	722,244	20.13%	
Other Income & Expense Total	(24,541)	(155,488)	(135,005)	130,947	84.22%	110,465	81.82%		(128,701)	(1,003,740)	(2,218,596)	875,039	87.18%	2,089,895	94.20%	
Change in Net Position	\$ 649,211	\$ (7,501)	\$ (77,030)	\$ 656,712	-8755.00%	\$ 726,241	-942.80%		\$ 4,181,544	\$ 1,306,586	\$ 1,369,405	\$ 2,874,958	220.04%	\$ 2,812,139	205.35%	
ELECTRIC																
Operating Revenues	\$ 2,630,225	\$ 2,546,423	\$ 2,492,900	\$ 83,802	3.29%	\$ 137,324	5.51%		\$ 19,864,433	\$ 19,992,452	\$ 19,722,771	\$ (128,019)	-0.64%	\$ 141,662	0.72%	
Operating Expenses	(2,009,404)	(2,435,466)	(2,493,663)	426,062	17.49%	484,259	19.42%		(16,337,441)	(17,625,585)	(16,912,892)	1,288,144	7.31%	575,451	3.40%	
Net Operating Income Total	620,821	110,957	(763)	509,864	459.51%	621,584	-81464.69%		3,526,992	2,366,867	2,809,879	1,160,125	49.02%	717,113	25.52%	
Other Income & Expense Total	(2,864)	(111,532)	(83,168)	108,668	97.43%	80,304	96.56%		18,096	(730,466)	(1,222,381)	748,562	102.48%	1,240,476	101.48%	
Change in Net Position	\$ 617,956	\$ (575)	\$ (83,931)	\$ 618,531	-107570.69%	\$ 701,888	-836.26%		\$ 3,545,088	\$ 1,636,401	\$ 1,587,498	\$ 1,908,687	116.64%	\$ 1,957,590	123.31%	
WATER																
Operating Revenues	\$ 304,791	\$ 331,705	\$ 279,075	\$ (26,914)	-8.11%	\$ 25,716	9.21%		\$ 2,511,852	\$ 2,668,618	\$ 2,293,937	\$ (156,766)	-5.87%	\$ 217,915	9.50%	
Operating Expenses	(323,320)	(334,458)	(290,094)	11,138	3.33%	(33,226)	-11.45%		(2,375,420)	(2,729,496)	(2,149,156)	354,076	12.97%	(226,264)	-10.53%	
Net Operating Income Total	(18,528)	(2,753)	(11,019)	(15,775)	573.02%	(7,509)	68.15%		136,432	(60,878)	144,781	197,310	-324.11%	(8,349)	-5.77%	
Other Income & Expense Total	5,957	(5,425)	(14,901)	11,382	209.81%	20,858	139.98%		33,724	(37,975)	(763,485)	71,699	188.81%	797,209	104.42%	
Change in Net Position	\$ (12,571)	\$ (8,178)	\$ (25,920)	\$ (4,393)	53.72%	\$ 13,349	-51.50%		\$ 170,156	\$ (98,853)	\$ (618,704)	\$ 269,009	-272.13%	\$ 788,860	-127.50%	



FINANCIAL SUMMARY (continued)
For the Month of
January 31, 2024

	CURRENT MONTH								YEAR TO DATE							
	ACTUAL	BUDGET	PRIOR YEAR	OVER (UNDER) BUDGET		OVER (UNDER) PRIOR YEAR			ACTUAL	BUDGET	PRIOR YEAR	OVER (UNDER) BUDGET		OVER (UNDER) PRIOR YEAR		
				AMOUNT	PERCENT	AMOUNT	PERCENT					AMOUNT	PERCENT	AMOUNT	PERCENT	
WASTEWATER																
Operating Revenues	\$ 305,835	\$ 296,431	\$ 267,547	\$ 9,404	3.17%	\$ 38,288	14.31%		\$ 2,256,556	\$ 2,187,017	\$ 1,972,289	\$ 69,539	3.18%	\$ 284,267	14.41%	
Operating Expenses	(282,617)	(289,649)	(245,473)	7,032	2.43%	(37,144)	-15.13%		(1,899,686)	(2,186,597)	(1,685,278)	286,911	13.12%	(214,408)	-12.72%	
Net Operating Income Total	23,218	6,782	22,074	16,436	242.34%	1,144	5.18%		356,870	420	287,011	356,450	84869.05%	69,859	24.34%	
Other Income & Expense Total	(10,338)	(20,915)	(19,340)	10,577	50.57%	9,002	46.54%		(58,152)	(110,441)	(107,661)	52,289	47.35%	49,509	45.99%	
Change in Net Position	\$ 12,879	\$ (14,133)	\$ 2,734	\$ 27,012	-191.13%	\$ 10,145	371.05%		\$ 298,718	\$ (110,021)	\$ 179,350	\$ 408,739	-371.51%	\$ 119,368	66.56%	
COMMUNICATION																
Operating Revenues	\$ 193,426	\$ 190,273	\$ 156,003	\$ 3,153	1.66%	\$ 37,423	23.99%		\$ 1,293,749	\$ 1,211,411	\$ 1,076,092	\$ 82,338	6.80%	\$ 217,657	20.23%	
Operating Expenses	(145,185)	(157,272)	(108,320)	12,087	7.69%	(36,864)	-34.03%		(1,003,798)	(1,207,494)	(729,762)	203,696	16.87%	(274,036)	-37.55%	
Net Operating Income Total	48,242	33,001	47,683	15,241	46.18%	559	1.17%		289,951	3,917	346,330	286,034	7302.38%	(56,379)	-16.28%	
Other Income & Expense Total	(17,295)	(17,616)	(17,596)	321	1.82%	301	1.71%		(122,369)	(124,858)	(125,069)	2,489	1.99%	2,700	2.16%	
Change in Net Position	\$ 30,946	\$ 15,385	\$ 30,087	\$ 15,561	101.15%	\$ 860	2.86%		\$ 167,582	\$ (120,941)	\$ 221,261	\$ 288,523	-238.57%	\$ (53,679)	-24.26%	



Statement of Net Position
January 31, 2024 & 2023

		<u>January 31, 2023</u>	<u>January 31, 2024</u>
Current Assets	Unrestricted Cash & Cash Equivalents	20,426,752.18	24,868,794.55
	Accounts Receivable, net	2,339,793.78	2,601,879.41
	Materials & Supplies Inventory	5,643,375.52	5,711,539.60
	Prepayments & Other Current Assets	1,050,869.25	989,796.44
Current Assets Total		29,460,790.73	34,172,010.00
Utility Plant	Utility Plant in Service - Depreciable	158,514,390.88	165,612,321.38
	Utility Plant in Service - Nondepreciable	467,807.13	467,807.13
	Construction in Progress	2,873,346.88	6,910,059.39
	Accumulated Depreciation	(78,785,800.53)	(83,732,224.39)
	Lease Assets, Net	99,668.70	40,114.38
Utility Plant Total		83,169,413.06	89,298,077.89
Noncurrent Assets	Restricted Cash & Cash Equivalents	17,928,110.05	13,045,563.28
	Leases Receivable (GASB 87)	165,329.16	124,348.83
	Interest Receivable	164,923.89	250,058.62
	Net Pension Asset	1,150,563.00	-
Noncurrent Assets Total		19,408,926.10	13,419,970.73
Deferred Outflows of Resources	Deferred Pension Outflows	432,863.00	1,485,093.00
Deferred Outflows of Resources Total		432,863.00	1,485,093.00
		132,471,992.89	138,375,151.62
Current Liabilities		3,587,925.04	4,585,188.46
Noncurrent Liabilities	Long Term Debt (due after 1 year)	27,839,229.62	26,628,012.76
	Lease Obligations Payable	62,334.79	8,151.81
	Compensated Absences	480,131.95	452,510.53
Noncurrent Liabilities Total		28,381,696.36	27,088,675.10
Deferred Inflows of Resources	Deferred Lease Inflows	192,964.53	148,639.33
	Deferred Pension Inflows	945,352.00	308,019.00
Deferred Inflows of Resources Total		1,138,316.53	456,658.33
Net Position	Beginning Year Net Position	97,994,649.83	102,063,085.88
	Current Year Net Position	1,369,405.13	4,181,543.85
Net Position Total		99,364,054.96	106,244,629.73
		132,471,992.89	138,375,151.62



Statement of Revenues, Expenses and Changes in Net Position
For the one month of January 31, 2024 & 2023 with prior year comparison

Consolidated

		<u>Month of</u> <u>January 2023</u>	<u>Month of</u> <u>January 2024</u>	<u>Monthly</u> <u>\$ Variance</u>	<u>Monthly</u> <u>% Variance</u>
Operating Income	Operating Revenues	3,195,525.92	3,434,277.49	238,751.57	7.47%
	Operating Expenses	(3,137,550.97)	(2,760,525.73)	377,025.24	12.02%
Operating Income Total		57,974.95	673,751.76	615,776.81	1062.14%
Other Income & Expense	Non-Operating Revenues	84,227.74	175,762.05	91,534.31	108.67%
	Non-Operating Expenses	(219,233.00)	(200,302.63)	18,930.37	8.63%
Other Income & Expense Total		(135,005.26)	(24,540.58)	110,464.68	81.82%
Change in Net Position		(77,030.31)	649,211.18	726,241.49	942.80%



Statement of Revenues, Expenses and Changes in Net Position
For the 7 months ending January 31, 2024 & 2023 with prior year comparison

Consolidated

		<u>Year to Date at</u> <u>January 31, 2023</u>	<u>Year to Date at</u> <u>January 31, 2024</u>	<u>Year to Date</u> <u>\$ Variance</u>	<u>Year to Date</u> <u>% Variance</u>
Operating Income	Operating Revenues	25,065,088.46	25,926,590.01	861,501.55	3.44%
	Operating Expenses	(21,477,087.44)	(21,616,344.93)	(139,257.49)	-0.65%
Operating Income Total		3,588,001.02	4,310,245.08	722,244.06	20.13%
Other Income & Expense	Non-Operating Revenues	(956,946.09)	1,218,719.60	2,175,665.69	227.36%
	Non-Operating Expenses	(1,261,649.80)	(1,347,420.83)	(85,771.03)	-6.80%
Other Income & Expense Total		(2,218,595.89)	(128,701.23)	2,089,894.66	94.20%
Change in Net Position		1,369,405.13	4,181,543.85	2,812,138.72	205.35%



Statement of Revenues, Expenses and Changes in Net Position
For the one month of January 31, 2024 & 2023 with budget comparison

Consolidated

		<u>Month of</u> <u>January 2023</u>	<u>Month of</u> <u>January 2024</u>	<u>Monthly</u> <u>Budget</u>	<u>Monthly</u> <u>\$ Variance</u>	<u>Monthly</u> <u>% Variance</u>
Operating Income	Operating Revenues	3,195,525.92	3,434,277.49	3,364,832.00	69,445.49	2.06%
	Operating Expenses	(3,137,550.97)	(2,760,525.73)	(3,216,845.00)	456,319.27	14.19%
Operating Income Total		57,974.95	673,751.76	147,987.00	525,764.76	355.28%
Other Income & Expense	Non-Operating Revenues	84,227.74	175,762.05	44,008.00	131,754.05	299.39%
	Non-Operating Expenses	(219,233.00)	(200,302.63)	(199,496.00)	(806.63)	-0.40%
Other Income & Expense Total		(135,005.26)	(24,540.58)	(155,488.00)	130,947.42	84.22%
Change in Net Position		(77,030.31)	649,211.18	(7,501.00)	656,712.18	8755.00%

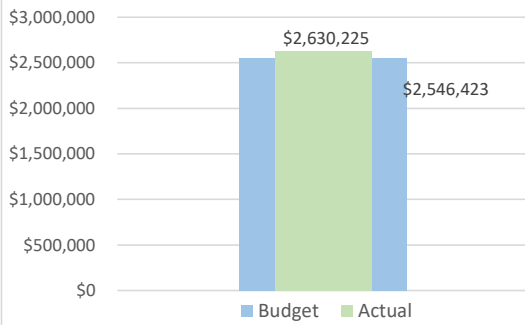


Statement of Revenues, Expenses and Changes in Net Position
For the 7 months ending January 31, 2024 & 2023 with remaining budget

Consolidated

		<u>Year to Date at</u> <u>January 31, 2023</u>	<u>Year to Date at</u> <u>January 31, 2024</u>	<u>Full Year</u> <u>Budget</u>	<u>\$ Budget</u> <u>Remaining</u>	<u>% Budget</u> <u>Used</u>
Operating Income	Operating Revenues	25,065,088.46	25,926,590.01	43,272,621.00	17,346,030.99	59.91%
	Operating Expenses	(21,477,087.44)	(21,616,344.93)	(39,027,210.00)	(17,410,865.07)	55.39%
Operating Income Total		3,588,001.02	4,310,245.08	4,245,411.00	(64,834.08)	101.53%
Other Income & Expense	Non-Operating Revenues	(956,946.09)	1,218,719.60	2,627,100.00	1,408,380.40	46.39%
	Non-Operating Expenses	(1,261,649.80)	(1,347,420.83)	(2,311,135.00)	(963,714.17)	58.30%
Other Income & Expense Total		(2,218,595.89)	(128,701.23)	315,965.00	444,666.23	-40.73%
Change in Net Position		1,369,405.13	4,181,543.85	4,561,376.00	379,832.15	91.67%

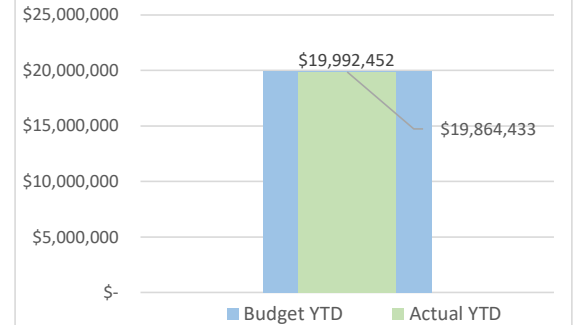
Operating Revenue
Current Month



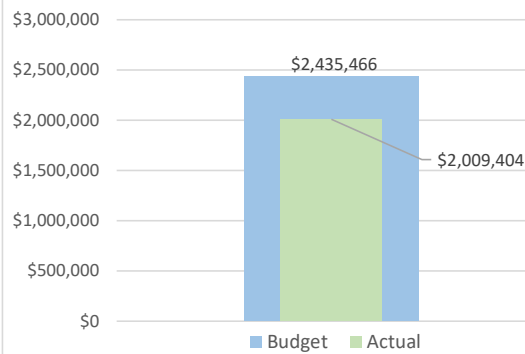
Comments

Operating revenues for January exceeded budget.

Operating Revenue
Year to Date



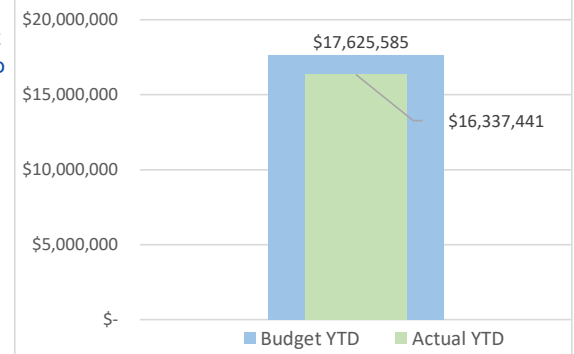
Operating Expense
Current Month



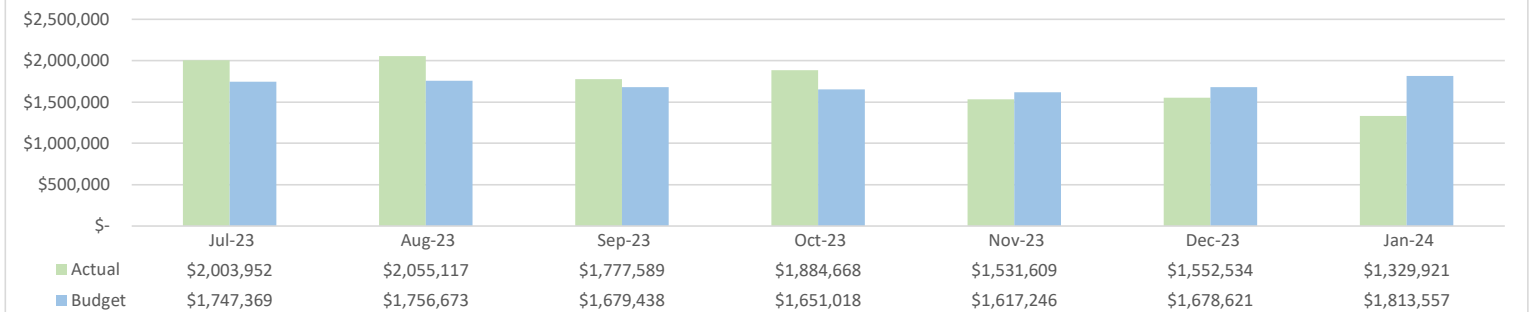
Comments

Operating expenses were under budget for the month. Purchase Power was also lower than expected.

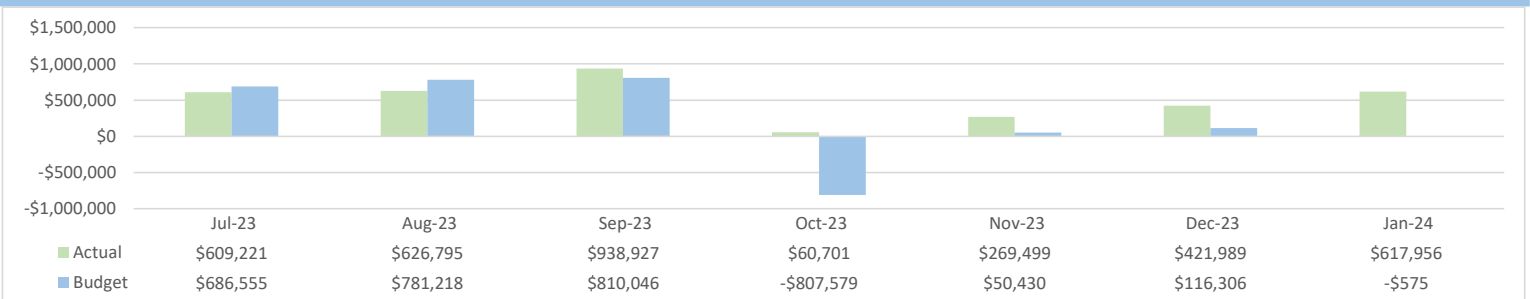
Operating Expense
Year to Date



Purchase Power Expense



Net Position by Month





**Statement of Revenues, Expenses and Changes in Net Position
For the one month of January 31, 2024 & 2023 with budget comparison**

Electric

				<u>Month of</u> <u>January 2023</u>	<u>Month of</u> <u>January 2024</u>	<u>Monthly</u> <u>Budget</u>	<u>Monthly</u> <u>\$ Variance</u>	<u>Monthly</u> <u>% Variance</u>
Operating Income	Operating Revenues	Sales by Revenue Class	ELEC RESIDENTIAL REVENUES	1,005,969.84	1,054,474.96	1,028,923.00	25,551.96	2.48%
			ELEC COMMERCIAL REVENUES	510,032.78	518,291.38	507,558.00	10,733.38	2.11%
			ELEC INDUSTRIAL REVENUES	870,394.08	946,932.89	916,746.00	30,186.89	3.29%
			PENALTIES-EL	22,998.19	21,870.08	19,301.00	2,569.08	13.31%
			CITY SERVICES	16,421.34	20,454.75	13,640.00	6,814.75	49.96%
			DEPARTMENTAL UTILITIES	63,210.11	61,791.17	58,163.00	3,628.17	6.24%
		Sales by Revenue Class Total		2,489,026.34	2,623,815.23	2,544,331.00	79,484.23	3.12%
		Other Operating Revenues		3,874.00	6,409.53	2,092.00	4,317.53	206.38%
	Operating Revenues Total			2,492,900.34	2,630,224.76	2,546,423.00	83,801.76	3.29%
	Operating Expenses	Cost of Power Production - Operations		(35,806.70)	(117,958.08)	(48,245.00)	(69,713.08)	-144.50%
		Cost of Power Production - Maintenance		(16,251.44)	(28,761.20)	(34,086.00)	5,324.80	15.62%
		Cost of Purchased Power		(1,798,847.40)	(1,329,920.50)	(1,813,557.00)	483,636.50	26.67%
		Electric Distribution Expense - Operations		(51,648.73)	(52,160.68)	(56,304.00)	4,143.32	7.36%
		Electric Distribution Expense - Maintenance		(75,403.49)	(49,572.21)	(65,212.00)	15,639.79	23.98%
		Electric Distribution Expense - Municipal		(16,789.55)	(22,157.93)	(22,152.00)	(5.93)	-0.03%
		Customer Service Expense		(13,778.79)	(21,103.73)	(26,520.00)	5,416.27	20.42%
		Administrative & General Expense		(341,354.89)	(241,769.25)	(212,527.00)	(29,242.25)	-13.76%
		Depreciation Expense		(143,782.36)	(146,000.46)	(156,863.00)	10,862.54	6.92%
		Amortization Expense		-	-	-	-	0.00%
	Operating Expenses Total			(2,493,663.35)	(2,009,404.04)	(2,435,466.00)	426,061.96	17.49%
Operating Income Total				(763.01)	620,820.72	110,957.00	509,863.72	459.51%
Other Income & Expense	Non-Operating Revenues	Investment Income		78,664.73	143,600.21	33,375.00	110,225.21	330.26%
		Other Non-Operating Income		509.40	247.00	833.00	(586.00)	-70.35%
		Gain (Loss) on Asset Disposition		-	-	-	-	0.00%
	Non-Operating Revenues Total			79,174.13	143,847.21	34,208.00	109,639.21	320.51%
	Non-Operating Expenses	Interest Expense		(82,691.88)	(61,112.94)	(59,771.00)	(1,341.94)	-2.25%
		Transfer to City		(79,320.84)	(83,358.68)	(83,358.00)	(0.68)	0.00%
		Other Non-Operating Expense		(329.80)	(2,239.83)	(2,611.00)	371.17	14.22%
	Non-Operating Expenses Total			(162,342.52)	(146,711.45)	(145,740.00)	(971.45)	-0.67%
Other Income & Expense Total				(83,168.39)	(2,864.24)	(111,532.00)	108,667.76	97.43%
Change in Net Position				(83,931.40)	617,956.48	(575.00)	618,531.48	107570.69%

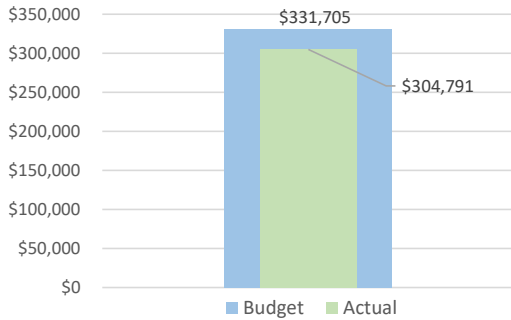


**Statement of Revenues, Expenses and Changes in Net Position
For the 7 months ending January 31, 2024 & 2023 with remaining budget**

Electric

				<u>Year to Date at January 31, 2023</u>	<u>Year to Date at January 31, 2024</u>	<u>Full Year Budget</u>	<u>\$ Budget Remaining</u>	<u>% Budget Used</u>
Operating Income	Operating Revenues	Sales by Revenue Class	ELEC RESIDENTIAL REVENUES	7,071,489.76	7,075,422.92	11,721,000.00	4,645,577.08	60.37%
			ELEC COMMERCIAL REVENUES	4,146,183.95	4,056,023.98	6,702,000.00	2,645,976.02	60.52%
			ELEC INDUSTRIAL REVENUES	7,703,319.78	7,909,660.48	13,223,500.00	5,313,839.52	59.82%
			PENALTIES-EL	153,304.80	156,025.24	230,000.00	73,974.76	67.84%
			CITY SERVICES	121,477.68	132,703.08	171,000.00	38,296.92	77.60%
			DEPARTMENTAL UTILITIES	474,670.85	432,474.87	755,500.00	323,025.13	57.24%
		Sales by Revenue Class Total		19,670,446.82	19,762,310.57	32,803,000.00	13,040,689.43	60.25%
		Other Operating Revenues		52,323.93	102,122.42	75,000.00	(27,122.42)	136.16%
	Operating Revenues Total			19,722,770.75	19,864,432.99	32,878,000.00	13,013,567.01	60.42%
	Operating Expenses	Cost of Power Production - Operations		(364,625.55)	(365,441.82)	(596,900.00)	(231,458.18)	61.22%
		Cost of Power Production - Maintenance		(179,043.15)	(231,816.22)	(487,500.00)	(255,683.78)	47.55%
		Cost of Purchased Power		(12,573,519.17)	(12,135,390.77)	(20,087,000.00)	(7,951,609.23)	60.41%
		Electric Distribution Expense - Operations		(248,768.51)	(339,164.84)	(681,400.00)	(342,235.16)	49.77%
		Electric Distribution Expense - Maintenance		(409,247.57)	(657,192.80)	(945,950.00)	(288,757.20)	69.47%
		Electric Distribution Expense - Municipal		(126,286.96)	(149,458.26)	(268,800.00)	(119,341.74)	55.60%
		Customer Service Expense		(113,254.01)	(151,802.42)	(344,780.00)	(192,977.58)	44.03%
		Administrative & General Expense		(1,956,004.89)	(1,296,945.60)	(3,802,720.00)	(2,505,774.40)	34.11%
		Depreciation Expense		(942,142.04)	(1,010,228.06)	(1,882,357.00)	(872,128.94)	53.67%
		Amortization Expense		-	-	(16,500.00)	(16,500.00)	0.00%
	Operating Expenses Total			(16,912,891.85)	(16,337,440.79)	(29,113,907.00)	(12,776,466.21)	56.12%
Operating Income Total				2,809,878.90	3,526,992.20	3,764,093.00	237,100.80	93.70%
Other Income & Expense	Non-Operating Revenues	Investment Income		307,496.92	986,360.76	400,500.00	(585,860.76)	246.28%
		Other Non-Operating Income		47,131.98	43,756.51	83,500.00	39,743.49	52.40%
		Gain (Loss) on Asset Disposition		(674,917.42)	-	-	-	0.00%
	Non-Operating Revenues Total			(320,288.52)	1,030,117.27	484,000.00	(546,117.27)	212.83%
	Non-Operating Expenses	Interest Expense		(102,249.65)	(421,668.72)	(719,400.00)	(297,731.28)	58.61%
		Transfer to City		(555,245.88)	(583,510.75)	(1,000,300.00)	(416,789.25)	58.33%
		Other Non-Operating Expense		(244,596.76)	(6,842.13)	(37,100.00)	(30,257.87)	18.44%
	Non-Operating Expenses Total			(902,092.29)	(1,012,021.60)	(1,756,800.00)	(744,778.40)	57.61%
Other Income & Expense Total				(1,222,380.81)	18,095.67	(1,272,800.00)	(1,290,895.67)	-1.42%
Change in Net Position				1,587,498.09	3,545,087.87	2,491,293.00	(1,053,794.87)	142.30%

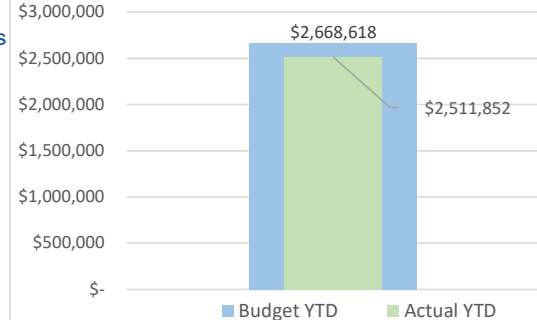
Operating Revenue Current Month



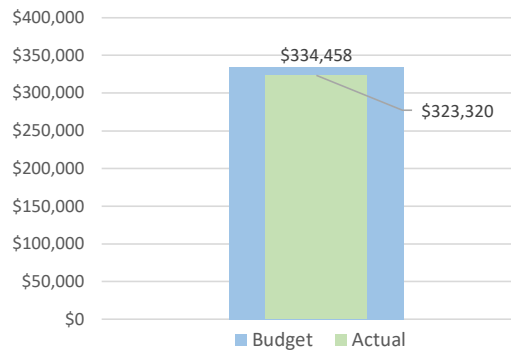
Comments

Operating revenues for January were less than budget.

Operating Revenue Year to Date



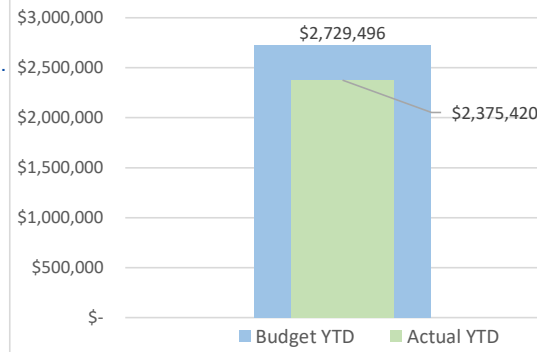
Operating Expense Current Month



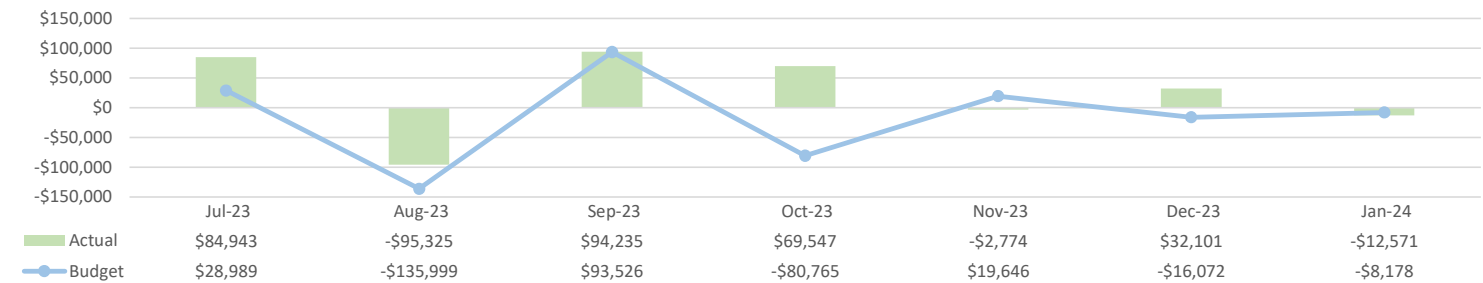
Comments

Operating expenses were under budget for the month of January and year to date.

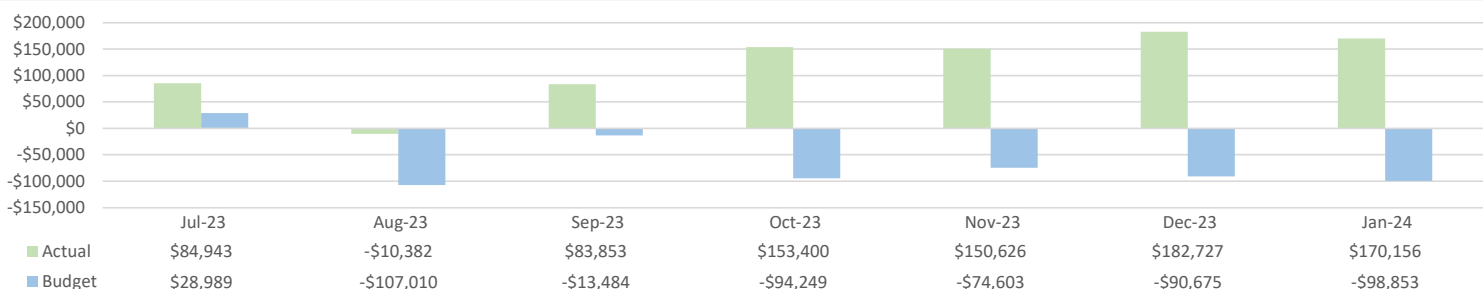
Operating Expense Year to Date



Net Position by Month



Year to Date Net Position





**Statement of Revenues, Expenses and Changes in Net Position
For the one month of January 31, 2024 & 2023 with budget comparison**

Water

				<u>Month of</u> <u>January 2023</u>	<u>Month of</u> <u>January 2024</u>	<u>Monthly</u> <u>Budget</u>	<u>Monthly</u> <u>\$ Variance</u>	<u>Monthly</u> <u>% Variance</u>
Operating Income	Operating Revenues	Sales by Revenue Class	WATER RESIDENTIAL REVENUE	143,072.89	160,545.45	170,414.00	(9,868.55)	-5.79%
			WATER-COMMERCIAL REVENUE	63,186.72	67,483.78	78,874.00	(11,390.22)	-14.44%
			WATER-INDUSTRIAL REVENUE	64,791.50	71,310.52	75,420.00	(4,109.48)	-5.45%
			PENALTIES-WA	2,770.87	2,634.95	2,266.00	368.95	16.28%
			WATER CITY SERVICES	11.67	5.68	96.00	(90.32)	-94.08%
			WATER DEPT UTILITIES	4,148.70	2,751.11	4,584.00	(1,832.89)	-39.98%
		Sales by Revenue Class Total		277,982.35	304,731.49	331,654.00	(26,922.51)	-8.12%
		Other Operating Revenues		1,092.85	60.00	51.00	9.00	17.65%
	Operating Revenues Total			279,075.20	304,791.49	331,705.00	(26,913.51)	-8.11%
	Operating Expenses	Cost of Water Production		(30,464.12)	(32,403.47)	(43,776.00)	11,372.53	25.98%
		Cost of Water Treatment		(35,599.02)	(53,342.88)	(54,666.00)	1,323.12	2.42%
		Cost of Water Distribution		(64,598.79)	(78,362.18)	(76,717.00)	(1,645.18)	-2.14%
		Cost of Water Distribution - Municipal		(2,678.34)	(7,553.61)	(8,630.00)	1,076.39	12.47%
		Customer Service Expense		(10,051.60)	(15,396.47)	(19,348.00)	3,951.53	20.42%
		Administrative & General Expense		(39,254.73)	(26,407.37)	(23,213.00)	(3,194.37)	-13.76%
		Depreciation Expense		(107,447.38)	(109,853.71)	(108,108.00)	(1,745.71)	-1.61%
		Amortization Expense		-	-	-	-	0.00%
	Operating Expenses Total			(290,093.98)	(323,319.69)	(334,458.00)	11,138.31	3.33%
Operating Income Total				(11,018.78)	(18,528.20)	(2,753.00)	(15,775.20)	-573.02%
Other Income & Expense	Non-Operating Revenues	Investment Income		10,688.39	16,279.11	4,925.00	11,354.11	230.54%
		Other Non-Operating Income		-	-	-	-	0.00%
		Gain (Loss) on Asset Disposition		(14,032.80)	-	-	-	0.00%
	Non-Operating Revenues Total			(3,344.41)	16,279.11	4,925.00	11,354.11	230.54%
	Non-Operating Expenses	Interest Expense		-	-	-	-	0.00%
		Transfer to City		(11,536.12)	(10,307.78)	(10,308.00)	0.22	0.00%
		Other Non-Operating Expense		(20.34)	(14.19)	(42.00)	27.81	66.21%
	Non-Operating Expenses Total			(11,556.46)	(10,321.97)	(10,350.00)	28.03	0.27%
Other Income & Expense Total				(14,900.87)	5,957.14	(5,425.00)	11,382.14	209.81%
Change in Net Position				(25,919.65)	(12,571.06)	(8,178.00)	(4,393.06)	-53.72%

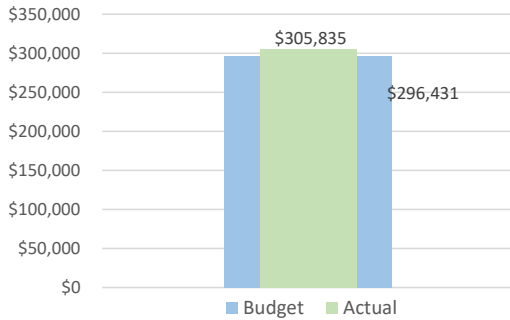


**Statement of Revenues, Expenses and Changes in Net Position
For the 7 months ending January 31, 2024 & 2023 with remaining budget**

Water

				Year to Date at January 31, 2023	Year to Date at January 31, 2024	Full Year Budget	\$ Budget Remaining	% Budget Used
Operating Income	Operating Revenues	Sales by Revenue Class	WATER RESIDENTIAL REVENUE	1,069,522.49	1,213,369.73	2,096,000.00	882,630.27	57.89%
			WATER-COMMERCIAL REVENUE	565,038.12	606,556.47	1,109,000.00	502,443.53	54.69%
			WATER-INDUSTRIAL REVENUE	546,144.95	609,106.04	1,093,500.00	484,393.96	55.70%
			PENALTIES-WA	18,470.45	18,798.22	27,000.00	8,201.78	69.62%
			WATER CITY SERVICES	2,526.21	1,504.25	1,000.00	(504.25)	150.43%
			WATER DEPT UTILITIES	36,404.92	28,313.52	65,301.00	36,987.48	43.36%
		Sales by Revenue Class Total	2,238,107.14	2,477,648.23	4,391,801.00	1,914,152.77	56.42%	
		Other Operating Revenues	55,829.77	34,203.63	6,000.00	(28,203.63)	570.06%	
		Operating Revenues Total		2,293,936.91	2,511,851.86	4,397,801.00	1,885,949.14	57.12%
	Operating Expenses	Cost of Water Production	(229,975.47)	(273,175.69)	(436,330.00)	(163,154.31)	62.61%	
		Cost of Water Treatment	(328,603.69)	(408,201.75)	(732,262.00)	(324,060.25)	55.75%	
		Cost of Water Distribution	(564,359.69)	(653,472.84)	(1,092,900.00)	(439,427.16)	59.79%	
		Cost of Water Distribution - Municipal	(22,350.05)	(35,563.53)	(109,000.00)	(73,436.47)	32.63%	
		Customer Service Expense	(82,618.56)	(110,749.20)	(251,540.00)	(140,790.80)	44.03%	
		Administrative & General Expense	(224,934.36)	(141,659.53)	(415,350.00)	(273,690.47)	34.11%	
		Depreciation Expense	(696,314.12)	(752,597.51)	(1,297,299.00)	(544,701.49)	58.01%	
		Amortization Expense	-	-	(5,500.00)	(5,500.00)	0.00%	
		Operating Expenses Total		(2,149,155.94)	(2,375,420.05)	(4,340,181.00)	(1,964,760.95)	54.73%
Operating Income Total			144,780.97	136,431.81	57,620.00	(78,811.81)	236.78%	
Other Income & Expense	Non-Operating Revenues	Investment Income	55,708.95	105,700.29	59,100.00	(46,600.29)	178.85%	
		Other Non-Operating Income	598.90	724.13	36,500.00	35,775.87	1.98%	
		Gain (Loss) on Asset Disposition	(735,605.53)	-	-	-	0.00%	
	Non-Operating Revenues Total		(679,297.68)	106,424.42	95,600.00	(10,824.42)	111.32%	
	Non-Operating Expenses	Interest Expense	(1,393.35)	-	(490.00)	(490.00)	0.00%	
		Transfer to City	(80,752.84)	(72,154.46)	(123,690.00)	(51,535.54)	58.33%	
		Other Non-Operating Expense	(2,040.92)	(545.56)	(500.00)	45.56	109.11%	
	Non-Operating Expenses Total		(84,187.11)	(72,700.02)	(124,680.00)	(51,979.98)	58.31%	
	Other Income & Expense Total			(763,484.79)	33,724.40	(29,080.00)	(62,804.40)	-115.97%
Change in Net Position			(618,703.82)	170,156.21	28,540.00	(141,616.21)	596.20%	

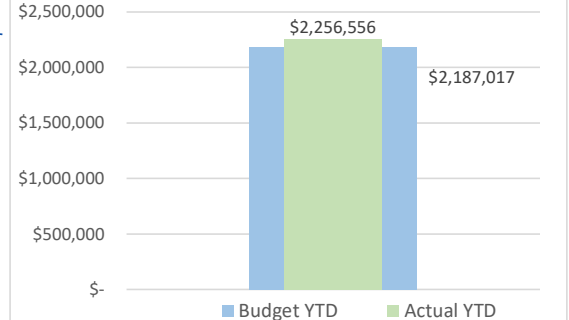
Operating Revenue Current Month



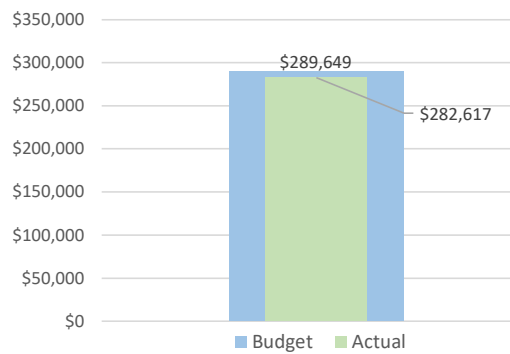
Comments

Operating revenues exceeded budget for the month.

Operating Revenue Year to Date



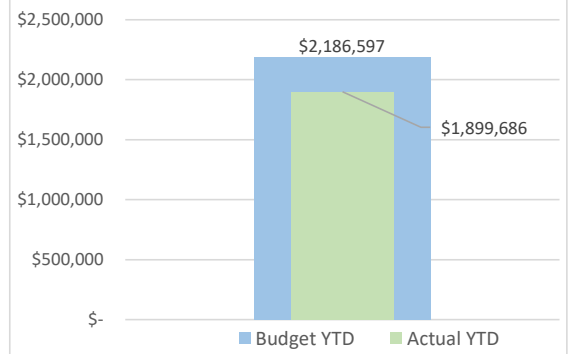
Operating Expense Current Month



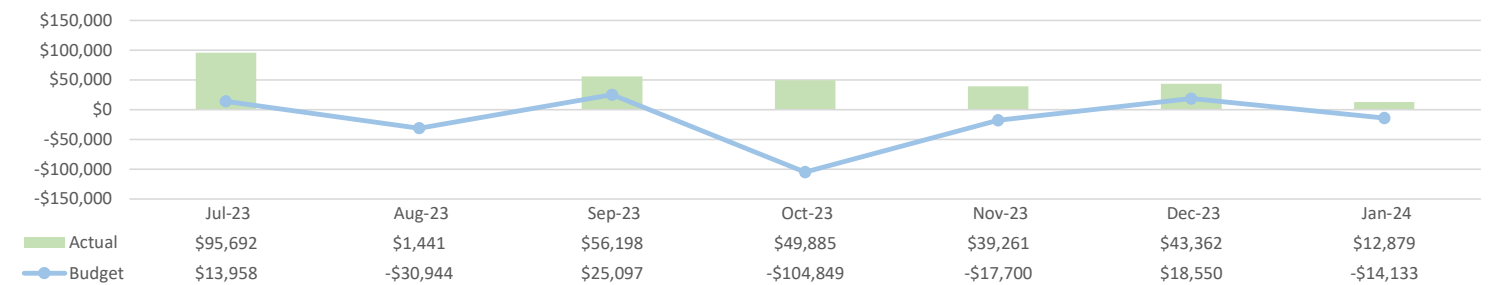
Comments

Operating expenses were under budget for the month and for the year to date.

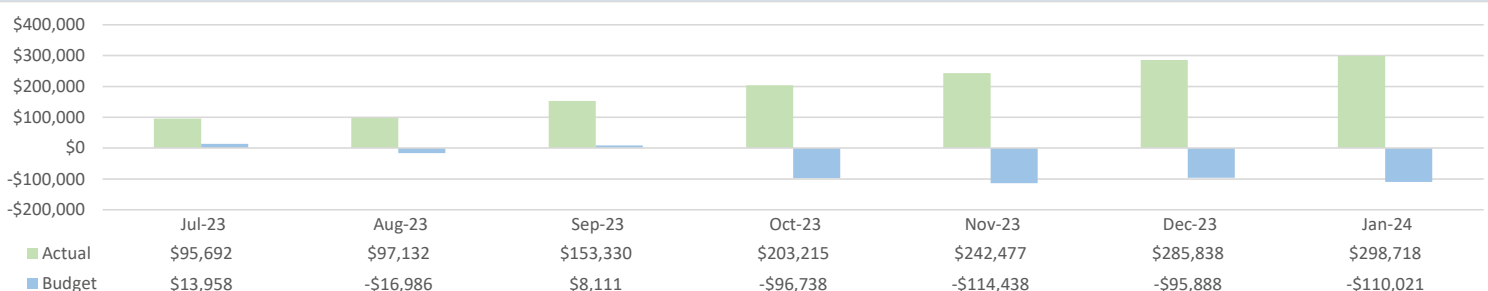
Operating Expense Year to Date



Net Position by Month



Year to Date Net Position





**Statement of Revenues, Expenses and Changes in Net Position
For the one month of January 31, 2024 & 2023 with budget comparison**

Wastewater

				<u>Month of</u> <u>January 2023</u>	<u>Month of</u> <u>January 2024</u>	<u>Monthly</u> <u>Budget</u>	<u>Monthly</u> <u>\$ Variance</u>	<u>Monthly</u> <u>% Variance</u>
Operating Income	Operating Revenues	Sales by Revenue Class	WW SERVICE BILLINGS-RESID	156,424.17	175,429.68	174,224.00	1,205.68	0.69%
			WW SERVICE BILLINGS-COMM	46,165.48	57,503.61	58,801.00	(1,297.39)	-2.21%
			WW SERVICE BILLINGS-INDUS	60,265.56	66,907.83	61,771.00	5,136.83	8.32%
			PRETREATMENT REVENUE	2,500.00	3,750.00	-	3,750.00	0.00%
			PENALTIES-WW	1,939.61	1,844.46	1,511.00	333.46	22.07%
			WW DEPARTMENT UTILITIES	252.56	399.41	124.00	275.41	222.10%
		Sales by Revenue Class Total		267,547.38	305,834.99	296,431.00	9,403.99	3.17%
		Other Operating Revenues		-	-	-	-	0.00%
	Operating Revenues Total			267,547.38	305,834.99	296,431.00	9,403.99	3.17%
	Operating Expenses	Operating Expenses- Wastewater		(95,226.38)	(135,416.24)	(136,932.00)	1,515.76	1.11%
		Pretreatment Expenses		(13,321.31)	(11,024.57)	(13,045.00)	2,020.43	15.49%
		Customer Service Expense		(9,729.99)	(14,883.61)	(18,703.00)	3,819.39	20.42%
		Administrative & General Expense		(30,611.44)	(23,841.78)	(20,958.00)	(2,883.78)	-13.76%
		Depreciation Expense		(96,584.17)	(97,451.13)	(100,011.00)	2,559.87	2.56%
	Operating Expenses Total			(245,473.29)	(282,617.33)	(289,649.00)	7,031.67	2.43%
Operating Income Total				22,074.09	23,217.66	6,782.00	16,435.66	242.34%
Other Income & Expense	Non-Operating Revenues	Investment Income		8,398.02	13,981.66	3,875.00	10,106.66	260.82%
		Other Non-Operating Income		-	-	1,000.00	(1,000.00)	-100.00%
		Gain (Loss) on Asset Disposition		-	1,654.07	-	1,654.07	0.00%
	Non-Operating Revenues Total			8,398.02	15,635.73	4,875.00	10,760.73	220.73%
	Non-Operating Expenses	Interest Expense		(6,980.38)	(5,976.21)	(6,391.00)	414.79	6.49%
		Transfer to City		(9,535.99)	(9,277.86)	(9,277.00)	(0.86)	-0.01%
		Other Non-Operating Expense		(11,221.59)	(10,719.99)	(10,122.00)	(597.99)	-5.91%
	Non-Operating Expenses Total			(27,737.96)	(25,974.06)	(25,790.00)	(184.06)	-0.71%
Other Income & Expense Total				(19,339.94)	(10,338.33)	(20,915.00)	10,576.67	50.57%
Change in Net Position				2,734.15	12,879.33	(14,133.00)	27,012.33	191.13%

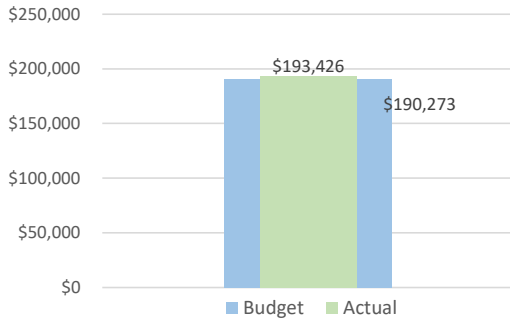


**Statement of Revenues, Expenses and Changes in Net Position
For the 7 months ending January 31, 2024 & 2023 with remaining budget**

Wastewater

				<u>Year to Date at January 31, 2023</u>	<u>Year to Date at January 31, 2024</u>	<u>Full Year Budget</u>	<u>\$ Budget Remaining</u>	<u>% Budget Used</u>
Operating Income	Operating Revenues	Sales by Revenue Class	WW SERVICE BILLINGS-RESID	1,089,971.83	1,222,069.39	2,079,000.00	856,930.61	58.78%
			WW SERVICE BILLINGS-COMM	369,398.06	467,403.61	774,500.00	307,096.39	60.35%
			WW SERVICE BILLINGS-INDUS	479,043.59	538,752.13	840,000.00	301,247.87	64.14%
			PRETREATMENT REVENUE	8,250.00	9,750.00	-	(9,750.00)	0.00%
			PENALTIES-WW	12,929.33	13,158.75	18,000.00	4,841.25	73.10%
			WW DEPARTMENT UTILITIES	1,729.33	2,921.92	4,300.00	1,378.08	67.95%
		Sales by Revenue Class Total		1,961,322.14	2,254,055.80	3,715,800.00	1,461,744.20	60.66%
		Other Operating Revenues		10,966.69	2,500.00	-	(2,500.00)	0.00%
	Operating Revenues Total			1,972,288.83	2,256,555.80	3,715,800.00	1,459,244.20	60.73%
	Operating Expenses	Operating Expenses- Wastewater		(718,067.00)	(919,484.17)	(1,669,400.00)	(749,915.83)	55.08%
		Pretreatment Expenses		(61,429.77)	(64,920.59)	(168,050.00)	(103,129.41)	38.63%
		Customer Service Expense		(79,975.10)	(107,060.09)	(243,160.00)	(136,099.91)	44.03%
		Administrative & General Expense		(175,407.27)	(127,896.72)	(375,000.00)	(247,103.28)	34.11%
		Depreciation Expense		(650,398.50)	(680,324.23)	(1,200,141.00)	(519,816.77)	56.69%
	Operating Expenses Total			(1,685,277.64)	(1,899,685.80)	(3,655,751.00)	(1,756,065.20)	51.96%
Operating Income Total				287,011.19	356,870.00	60,049.00	(296,821.00)	594.30%
Other Income & Expense	Non-Operating Revenues	Investment Income		42,111.93	91,749.02	46,500.00	(45,249.02)	197.31%
		Other Non-Operating Income		-	-	2,001,000.00	2,001,000.00	0.00%
		Gain (Loss) on Asset Disposition		-	(9,817.99)	-	9,817.99	0.00%
	Non-Operating Revenues Total			42,111.93	81,931.03	2,047,500.00	1,965,568.97	4.00%
	Non-Operating Expenses	Interest Expense		(51,422.40)	(45,067.48)	(76,700.00)	(31,632.52)	58.76%
		Transfer to City		(66,751.93)	(64,945.02)	(111,330.00)	(46,384.98)	58.34%
		Other Non-Operating Expense		(31,598.70)	(30,070.73)	(29,800.00)	270.73	100.91%
	Non-Operating Expenses Total			(149,773.03)	(140,083.23)	(217,830.00)	(77,746.77)	64.31%
Other Income & Expense Total				(107,661.10)	(58,152.20)	1,829,670.00	1,887,822.20	-3.18%
Change in Net Position				179,350.09	298,717.80	1,889,719.00	1,591,001.20	15.81%

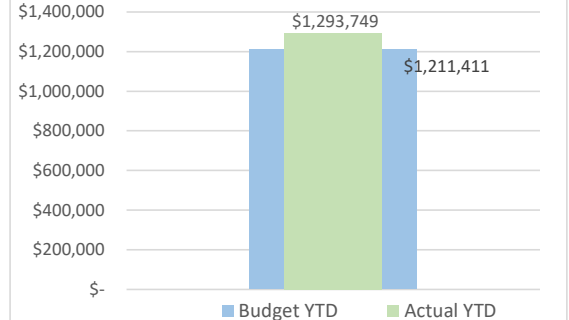
Operating Revenue Current Month



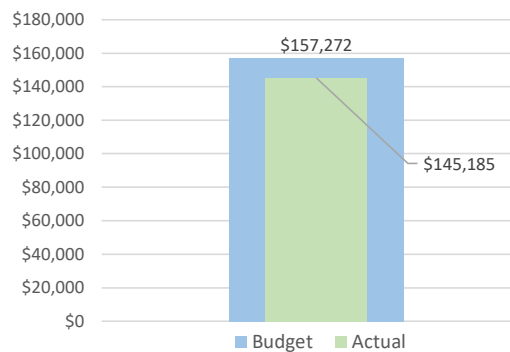
Comments

Operating revenues for the month of January exceeded budget.

Operating Revenue Year to Date



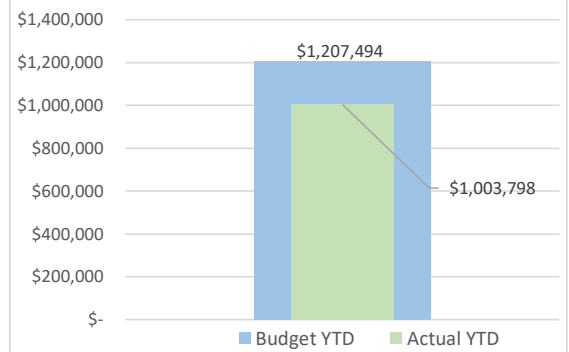
Operating Expense Current Month



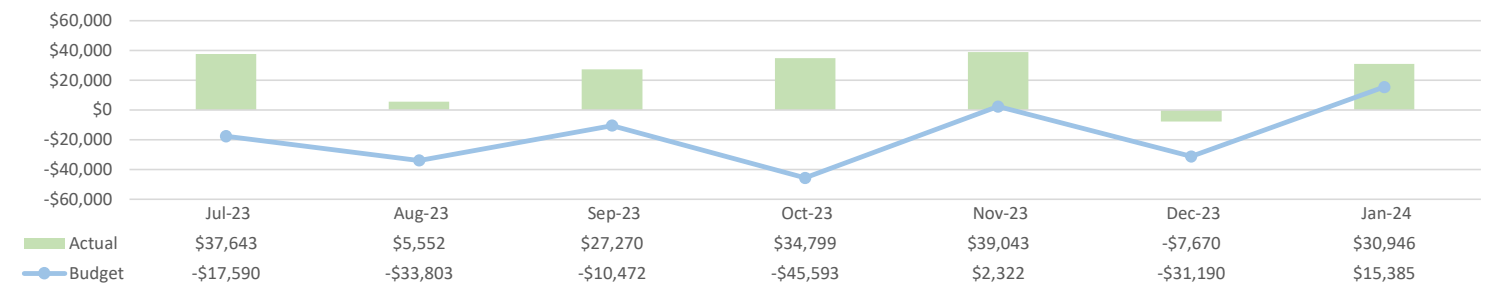
Comments

Operating expenses continue to be less than budget for the month and year to date.

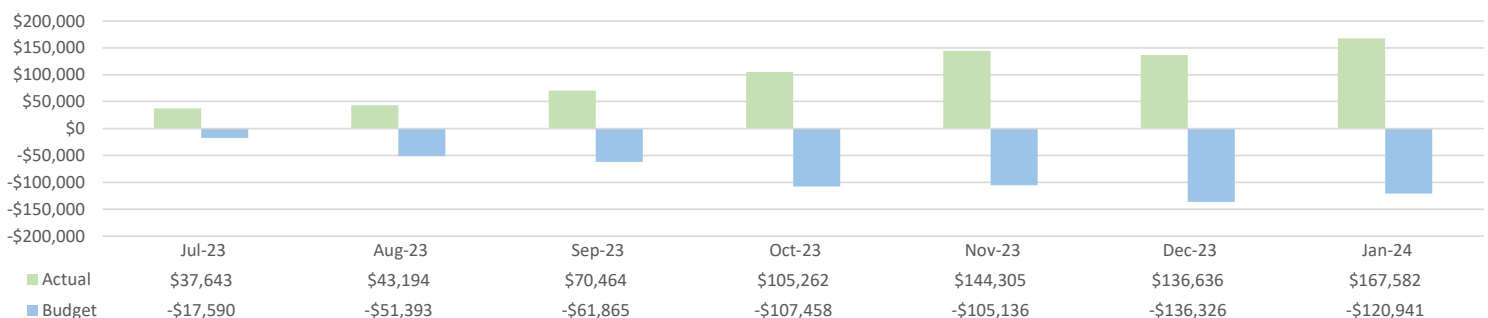
Operating Expense Year to Date



Net Position by Month



Year to Date Net Position





**Statement of Revenues, Expenses and Changes in Net Position
For the one month of January 31, 2024 & 2023 with budget comparison**

Communication

				<u>Month of</u> <u>January 2023</u>	<u>Month of</u> <u>January 2024</u>	<u>Monthly</u> <u>Budget</u>	<u>Monthly</u> <u>\$ Variance</u>	<u>Monthly</u> <u>% Variance</u>
Operating Income	Operating Revenues	Sales by Revenue Class	WIRELESS RESIDENTIAL	20,763.37	16,596.37	16,608.00	(11.63)	-0.07%
			FIBER RESIDENTIAL	70,946.66	105,280.00	106,404.00	(1,124.00)	-1.06%
			WIRELESS COMMERCIAL	3,704.64	3,294.78	2,300.00	994.78	43.25%
			FIBER COMMERCIAL	33,413.74	38,521.46	35,392.00	3,129.46	8.84%
			FIBER INDUSTRIAL	10,998.95	10,173.00	11,708.00	(1,535.00)	-13.11%
			FIBER DARK	4,115.00	4,115.00	4,117.00	(2.00)	-0.05%
			CWEP WIRELESS	435.64	435.64	442.00	(6.36)	-1.44%
			CWEP FIBER	9,300.00	9,090.00	9,292.00	(202.00)	-2.17%
		Sales by Revenue Class Total		153,678.00	187,506.25	186,263.00	1,243.25	0.67%
		Other Operating Revenues		2,325.00	5,920.00	4,010.00	1,910.00	47.63%
	Operating Revenues Total			156,003.00	193,426.25	190,273.00	3,153.25	1.66%
	Operating Expenses	Operating Expenses - Fiber		(19,737.98)	(48,705.35)	(56,036.00)	7,330.65	13.08%
		Operating Expenses - Wireless		(13,733.31)	(11,692.28)	(20,329.00)	8,636.72	42.48%
		Customer Service Expense		(2,564.19)	(4,965.59)	(6,240.00)	1,274.41	20.42%
		Administrative & General Expense		(11,474.23)	(7,885.37)	(6,932.00)	(953.37)	-13.75%
		Depreciation Expense		(60,810.64)	(71,936.10)	(67,735.00)	(4,201.10)	-6.20%
	Operating Expenses Total			(108,320.35)	(145,184.69)	(157,272.00)	12,087.31	7.69%
Operating Income Total				47,682.65	48,241.56	33,001.00	15,240.56	46.18%
Other Income & Expense	Non-Operating Revenues	Investment Income		-	-	-	-	0.00%
		Other Non-Operating Income		-	-	-	-	0.00%
		Gain (Loss) on Asset Disposition		-	-	-	-	0.00%
	Non-Operating Revenues Total			-	-	-	-	0.00%
	Non-Operating Expenses	Interest Expense		(12,564.61)	(11,736.50)	(11,716.00)	(20.50)	-0.17%
		Transfer to City		(4,144.96)	(4,722.35)	(4,723.00)	0.65	0.01%
		Other Non-Operating Expense		(886.49)	(836.30)	(1,177.00)	340.70	28.95%
	Non-Operating Expenses Total			(17,596.06)	(17,295.15)	(17,616.00)	320.85	1.82%
Other Income & Expense Total				(17,596.06)	(17,295.15)	(17,616.00)	320.85	1.82%
Change in Net Position				30,086.59	30,946.41	15,385.00	15,561.41	101.15%



**Statement of Revenues, Expenses and Changes in Net Position
For the 7 months ending January 31, 2024 & 2023 with remaining budget**

Communication

				<u>Year to Date at January 31, 2023</u>	<u>Year to Date at January 31, 2024</u>	<u>Full Year Budget</u>	<u>\$ Budget Remaining</u>	<u>% Budget Used</u>
Operating Income	Operating Revenues	Sales by Revenue Class	WIRELESS RESIDENTIAL	151,263.18	124,217.46	200,500.00	76,282.54	61.95%
			FIBER RESIDENTIAL	458,168.77	662,169.45	1,274,000.00	611,830.55	51.98%
			WIRELESS COMMERCIAL	25,836.46	23,768.08	28,200.00	4,431.92	84.28%
			FIBER COMMERCIAL	232,323.55	258,381.39	423,500.00	165,118.61	61.01%
			FIBER INDUSTRIAL	82,482.96	70,833.50	140,500.00	69,666.50	50.42%
			FIBER DARK	28,805.00	28,330.00	49,400.00	21,070.00	57.35%
			CWEP WIRELESS	3,049.48	2,789.48	5,300.00	2,510.52	52.63%
			CWEP FIBER	65,100.00	63,800.00	111,500.00	47,700.00	57.22%
		Sales by Revenue Class Total		1,047,029.40	1,234,289.36	2,232,900.00	998,610.64	55.28%
		Other Operating Revenues		29,062.57	59,460.00	48,120.00	(11,340.00)	123.57%
	Operating Revenues Total			1,076,091.97	1,293,749.36	2,281,020.00	987,270.64	56.72%
	Operating Expenses	Operating Expenses - Fiber		(151,555.88)	(322,737.36)	(706,200.00)	(383,462.64)	45.70%
		Operating Expenses - Wireless		(117,024.41)	(125,198.04)	(193,200.00)	(68,001.96)	64.80%
		Customer Service Expense		(21,076.14)	(35,718.26)	(81,120.00)	(45,401.74)	44.03%
		Administrative & General Expense		(65,748.75)	(42,300.22)	(124,030.00)	(81,729.78)	34.10%
		Depreciation Expense		(374,356.83)	(477,844.41)	(812,821.00)	(334,976.59)	58.79%
	Operating Expenses Total			(729,762.01)	(1,003,798.29)	(1,917,371.00)	(913,572.71)	52.35%
Operating Income Total				346,329.96	289,951.07	363,649.00	73,697.93	79.73%
Other Income & Expense	Non-Operating Revenues	Investment Income		528.18	-	-	-	0.00%
		Other Non-Operating Income		-	-	-	-	0.00%
		Gain (Loss) on Asset Disposition		-	246.88	-	(246.88)	0.00%
	Non-Operating Revenues Total			528.18	246.88	-	(246.88)	0.00%
	Non-Operating Expenses	Interest Expense		(89,375.77)	(83,616.85)	(141,000.00)	(57,383.15)	59.30%
		Transfer to City		(29,014.72)	(33,056.45)	(56,675.00)	(23,618.55)	58.33%
		Other Non-Operating Expense		(7,206.88)	(5,942.68)	(14,150.00)	(8,207.32)	42.00%
	Non-Operating Expenses Total			(125,597.37)	(122,615.98)	(211,825.00)	(89,209.02)	57.89%
Other Income & Expense Total				(125,069.19)	(122,369.10)	(211,825.00)	(89,455.90)	57.77%
Change in Net Position				221,260.77	167,581.97	151,824.00	(15,757.97)	110.38%



Statement of Cash Flows
For the 7 months ending January 31, 2024 & 2023

	at January 31	
	2023	2024
Cash Flows from Operating Activities		
Cash Received From		
Customers	\$ 25,250,895.39	\$ 25,767,227.04
Cash Paid To		
Suppliers for Goods & Services	(16,848,762.66)	(15,592,094.32)
Employees for Services	(4,190,853.99)	(3,450,864.89)
Net Cash Provided (Used) by Operating Activities	4,211,278.74	6,724,267.83
Cash Flows from Noncapital Financing Activities		
Cash Received From		
Other non operating sources+	(1,362,792.07)	34,909.53
Cash Paid To		
Transfer to City	(731,765.37)	(753,666.68)
Other non operating sources-	(285,443.26)	(43,401.10)
Net Cash Provided (Used) by Noncapital Financing Activities	(2,380,000.70)	(762,158.25)



Statement of Cash Flows (continued)
For the 7 months ending January 31, 2024 & 2023

	at January 31	
	2023	2024
Cash Flows from Capital and Related Financing Activities		
Cash Received From		
Non Operating Sources	\$ -	\$ -
Cash Paid To		
Net Additions to Utility Plant	(3,203,900.16)	(6,667,368.73)
Principal Payments on Long Term Debt	14,814,444.34	(767,097.78)
Interest Payment on Long Term Debt	(187,740.12)	(502,168.50)
Net Additions to Arbitrage	-	-
Net Cash Provided (Used) by Capital and Related Financing Activities	11,422,804.06	(7,936,635.01)
Cash Flow from Investing Activities		
Cash Received From		
Earnings on Investments	311,762.83	1,334,258.56
Sale of Investments	-	-
Cash Paid To		
Purchase of Investment Securities	-	-
Net Cash Provided (Used) by Investing Activities	311,762.83	1,334,258.56
Net Increase (Decrease) in Cash and Cash Equivalents	13,565,844.93	(640,266.87)
Cash and Cash Equivalents - at July 1	24,789,017.30	38,554,624.70
Cash and Cash Equivalents - at January 31	\$ 38,354,862.23	\$ 37,914,357.83



Statement of Cash Flows (continued)
For the 7 months ending January 31, 2024 & 2023

	at January 31	
	2023	2024
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities		
Net Operating Income (Loss)	\$ 3,588,001.02	\$ 4,310,245.08
Adjustments to Reconcile Operating Income to Net Cash Provided (Used) by Operating Activities		
Depreciation Expense	2,712,046.24	2,976,830.37
Amortization Expense	-	-
Change in Assets and Liabilities		
(Increase) Decrease in Accounts Receivable	172,438.09	(169,605.05)
(Increase) Decrease in Inventories	(1,142,526.54)	(153,349.57)
(Increase) Decrease in Prepayments	42,559.84	8,620.33
Increase (Decrease) in Accounts Payable and Accrued Expenses	(1,118,373.68)	(196,529.82)
Increase (Decrease) in Customer Deposits	13,368.84	10,242.08
Increase (Decrease) in Compensated Absences	(24,036.87)	(62,185.59)
Increase (Decrease) in Unearned Revenue	(32,198.20)	-
Increase (decrease) in Pension	-	-
Increase (decrease) in Deferred Lease Inflows	-	-
Net Cash Provided (Used) by Operating Activities	\$ 4,211,278.74	\$ 6,724,267.83

Supplementary Information



Production & Disposition
For the month and 7 months ending January 31, 2024 & 2023

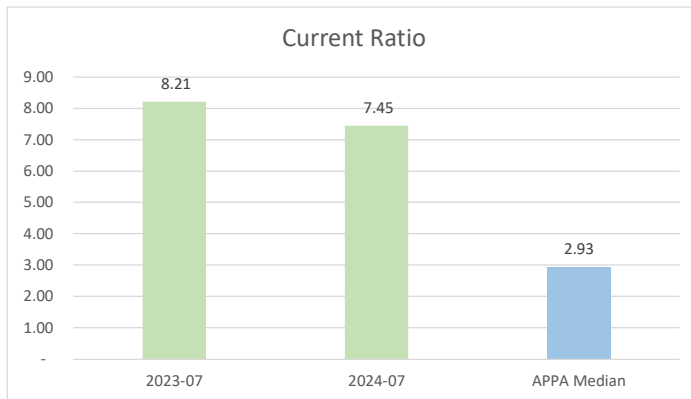
	<u>Current Month</u>	<u>Prior Year Month</u>	<u>Current Year to Date</u>	<u>Prior Year to Date</u>		<u>Current Month</u>	<u>Prior Year Month</u>	<u>Current Year to Date</u>	<u>Prior Year to Date</u>
ELECTRIC-Kilowatthours:					WATER-Gallons:				
Generation:					Production:				
Gross Generation	779,000	20,000	1,427,000	1,355,000	Gross Pumped	69,465,200	73,403,000	502,237,100	541,666,300
Less: Station Use	(165,554)	(249,675)	(665,533)	(508,154)	Filter & Prod. Use	(2,342,200)	(3,731,300)	(18,547,300)	(21,896,800)
Net Generation	613,446	(229,675)	761,467	846,846	Total to Distribution System	67,123,000	69,671,700	483,689,800	519,769,500
Gross Purchased Power	25,169,760	23,228,000	176,556,137	157,227,750	Disposition:				
Transmission Losses	(200,000)	(204,000)	(1,686,000)	(1,474,000)	Residential Sales	19,922,080	21,843,728	162,055,850	170,221,564
Net Purchased Power	24,969,760	23,024,000	174,870,137	155,753,750	Commercial Sales	9,703,469	10,263,609	95,557,352	101,517,716
Total System Load	25,583,206	22,794,325	175,631,604	156,600,596	Industrial Sales	15,323,902	16,078,871	131,527,226	143,172,357
Energy Imbalance (+/-)	823,240	53,000	(1,138,137)	(4,312,746)	Bulk Water Sales	21,000	41,600	884,600	1,034,200
Real Time Imports Into SPP	-	-	-	-	City Billings	1,250	3,000	331,330	649,410
Meter / Accumulator Differential	(14,000)	(2,000)	2,000	(18,004)	Total Sales	44,971,701	48,230,808	390,356,358	416,595,247
Total to Distribution System	26,392,446	22,845,325	174,495,467	152,269,846	Company Use - not billed	58,750	757,000	5,045,650	6,192,739
Disposition:					Company Use - billed	678,576	1,108,307	6,682,620	9,570,745
Residential Sales	7,281,916	7,480,729	50,551,445	45,440,096	Total Accounted For	45,709,027	50,096,115	402,084,628	432,358,731
Commercial Sales	3,878,041	3,966,961	31,797,873	28,934,728	Distrib. & Other Losses	21,413,973	19,575,585	81,605,172	87,410,769
Industrial Sales	8,784,590	8,639,646	80,001,305	71,111,121	Net to Distribution System	67,123,000	69,671,700	483,689,800	519,769,500
City Billings	165,112	146,506	1,045,192	797,555	Water loss percentage (Industry goal <= 10%)	31.90%	28.10%	16.87%	16.82%
Total Sales	20,109,659	20,233,842	163,395,815	146,283,500					
Company Use	644,007	679,693	4,908,918	4,575,049	Maximum Gallons	2,586,000			
Total Accounted For	20,753,666	20,913,535	168,304,733	150,858,549	Peak day	1/13/2024			
Distrib. & Other Losses	5,638,780	1,931,790	6,190,734	1,411,297					
Net to Distribution System	26,392,446	22,845,325	174,495,467	152,269,846					
Power loss percentage (Industry = 4%-5%)	21.37%	8.46%	3.55%	0.93%					
Peak Load in KW	50,000								
Peak day and time	1/16/2024	8:00 AM							



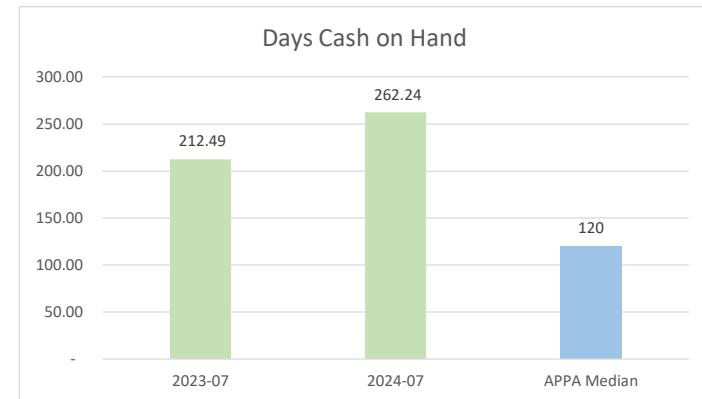
CLOSED WORK ORDERS								
W.O. NUMBER	DESCRIPTION	ESTIMATE	TOTAL COSTS	W.O. NUMBER	DESCRIPTION	ESTIMATE	TOTAL COSTS	
<u>Electric Work Orders closed in January 2024</u>				<u>Wastewater Work Orders closed in January 2024</u>				
1390	Unit 201 RAM 2500 4x4 Crew Cab	\$ 80,000	\$ 66,219	3086	Concrete @ Sludge Loading Area	\$ 25,000	\$ 21,337	
1397	Parking Lot Lights 5th St & Grant St	15,000	16,531					
				<u>Communication Work Orders closed in January 2024</u>				
				None				
<u>Water Work Orders closed in January 2024</u>				<u>Joint Work Orders closed in January 2024</u>				
				9062	Small Conference Room Furniture	\$ 8,500	\$ 8,156	
				9064	Electric Heater for CC Inventory Warehouse	9,500	8,458	
				9066	Mini Skid Steer, Trailer, & Attachments	120,000	106,593	
				9068	Community Room Updates	10,000	17,796	
				9069	OP Center Furniture	15,000	14,799	



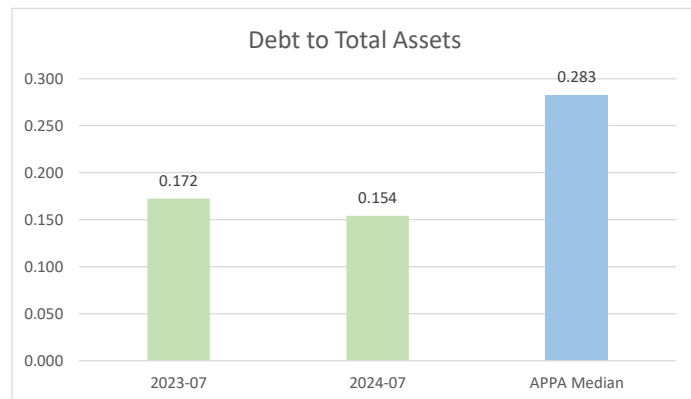
Financial Ratios For the 7 months ending January 31, 2024 & 2023



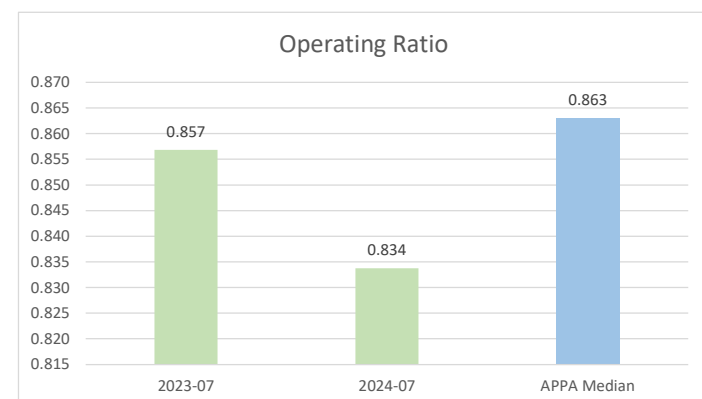
The ratio of total current and accrued assets to total current and accrued liabilities. Measures CW&EP's short-term liquidity (the ability to pay bills). The higher the ratio, the more capable the company is of paying its obligations, as it has a larger proportion of asset value relative to the value of its liabilities.



Represents the number of days that CW&EP can continue to pay its operating expenses, given the amount of cash available. The average days cash on hand is 90-120 days, with 200 days preferable for a high bond rating.



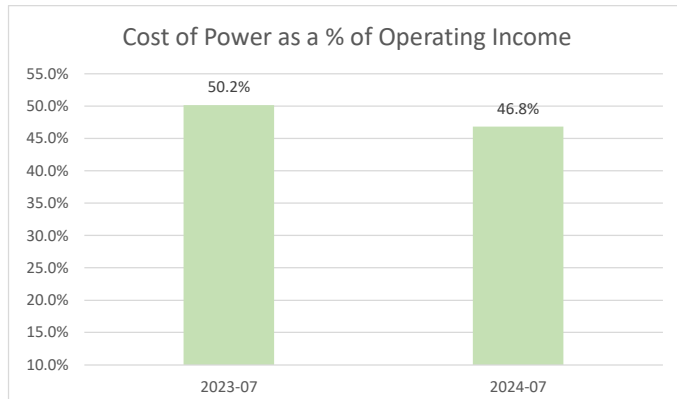
This ratio measures CW&EP's ability to meet its current and long-term liabilities based on the availability of assets.



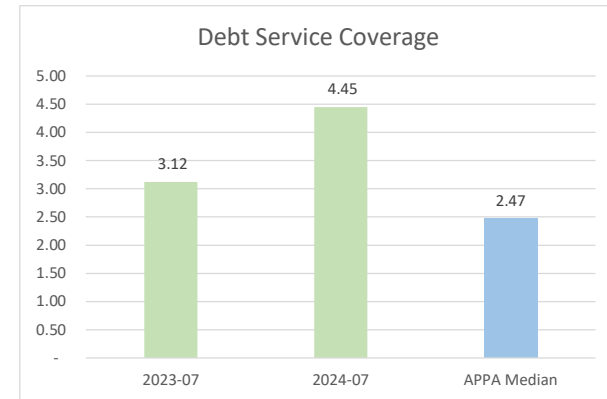
The ratio of total operation and maintenance expenses to total operating revenues. The smaller the ratio, the greater CW&EP's ability to generate profit if revenues decrease.



Financial Ratios (continued)
For the 7 months ending January 31, 2024 & 2023



Represents the total dollar amount of Purchased Power as a percentage of the Electric Department's operating income.



Debt service coverage ratio is a measure of the cash flow available to pay current debt obligations. A debt service coverage ratio greater than 1 means the entity has sufficient income to pay its current debt obligations.



**Customer Service Expense and Administrative & General Expense Detail
For the 7 months ending January 31, 2024 & 2023 with remaining budget**

		Year to Date at January 31, 2023	Year to Date at January 31, 2024	Full Year Budget	\$ Budget Remaining	% Budget Used
Customer Service Expense	SUPERVISION-CUST ACCTING	(24,679.12)	(52,135.29)	(87,800.00)	(35,664.71)	59.38%
	CUSTOMER RECORDS & COLL	(166,725.30)	(231,521.02)	(472,000.00)	(240,478.98)	49.05%
	UNCOLLECTIBLE ACCOUNTS	558.56	83.21	(50,000.00)	(50,083.21)	-0.17%
	RESIDENTIAL ENERGY AUDITS	-	(3,387.61)	(3,400.00)	(12.39)	99.64%
	CUSTOMER SERVICE & INFO	(11,544.39)	(22,428.88)	(36,600.00)	(14,171.12)	61.28%
	MISC CUSTOMER SERVICE & INFORMATION	(94,519.20)	(95,940.38)	(256,000.00)	(160,059.62)	37.48%
	AMORTIZATION EXPENSE (GASB 87)	-	-	(13,300.00)	(13,300.00)	0.00%
	INTEREST EXPENSE (GASB 87)	-	-	(1,500.00)	(1,500.00)	0.00%
	CUSTOMER SERVICE EXP ALLOCATED TO ELECTRIC	113,254.01	151,802.42	344,780.00	192,977.58	44.03%
	CUSTOMER SERVICE EXP ALLOCATED TO WATER	82,618.56	110,749.20	251,540.00	140,790.80	44.03%
	CUSTOMER SERVICE EXP ALLOCATED TO WASTEWATER	79,975.10	107,060.09	243,160.00	136,099.91	44.03%
	CUSTOMER SERVICE EXP ALLOCATED TO COMMUNICATION	21,076.14	35,718.26	81,120.00	45,401.74	44.03%
Administrative & General Expense	GENERAL OFFICERS SALARIES	(226,440.59)	(302,499.57)	(683,000.00)	(380,500.43)	44.29%
	GENERAL CLERKS SALARIES	(209,483.37)	(279,043.46)	(582,000.00)	(302,956.54)	47.95%
	OFFICE SUPPLIES & EXPENSE	(9,691.51)	(8,745.82)	(27,000.00)	(18,254.18)	32.39%
	NETWORK SERVICES	(105,281.86)	(185,097.86)	(350,000.00)	(164,902.14)	52.89%
	COMPUTER EQUIPMENT, SOFTWARE & ACCESSORIES	(31,222.10)	(28,123.34)	(69,700.00)	(41,576.66)	40.35%
	GENERAL ADM EXP CAPTLZD	402,143.08	62,062.38	302,300.00	240,237.62	20.53%
	OUTSIDE SERVICES EMPLOYED	(51,818.92)	(137,489.37)	(112,500.00)	24,989.37	122.21%
	PROPERTY INSURANCE	(4,422.92)	(4,726.42)	(8,500.00)	(3,773.58)	55.60%
	INJURIES AND DAMAGES	(126,376.55)	(73,952.94)	(137,100.00)	(63,147.06)	53.94%
	EMPL BENEFITS-FLOAT HOLIDAY	(8,253.05)	-	-	-	0.00%
	EMPL BENEFITS-VACATIONS	(187,439.71)	-	-	-	0.00%
	EMPL BENEFITS-HOLIDAYS	(146,106.20)	-	-	-	0.00%
	EMPL BENEFITS-SICK LEAVE	(62,889.88)	-	-	-	0.00%
	EMPL BENEFITS-OTHER	(4,670.02)	-	-	-	0.00%
	EMPL BENEFITS-FAMILY SICK LEAVE	(8,971.16)	-	-	-	0.00%
	SOCIAL SECURITY	(182,612.74)	-	-	-	0.00%
	DISABILITY & LIFE INSURANCE	(12,644.38)	(13,441.35)	(23,400.00)	(9,958.65)	57.44%
	CW&EP RETIREMENT	(476,299.10)	-	-	-	0.00%
	GASB 68 ADJUSTMENT (LAGERS)	-	-	(50,000.00)	(50,000.00)	0.00%
	MEDICARE	(43,829.86)	-	-	-	0.00%
	HEALTH INSURANCE	(374,737.71)	-	-	-	0.00%
	PHYSICAL EXAMINATIONS	(2,156.00)	(2,212.00)	(7,000.00)	(4,788.00)	31.60%
	UNIFORMS/SAFETY SHOES ETC.	(15,906.77)	(15,614.72)	(14,000.00)	1,614.72	111.53%
	WELLNESS, OTHER BENEFITS	(22,930.54)	(30,358.22)	(41,500.00)	(11,141.78)	73.15%
	CAFETERIA BENEFITS	(4,558.31)	(4,696.10)	(7,000.00)	(2,303.90)	67.09%
	ICMA MATCHING	(30,406.13)	-	-	-	0.00%
	GENERAL ADVERTISING	(829.00)	(3,283.14)	(7,500.00)	(4,216.86)	43.78%
	MISC GENERAL EXPENSE	(2,507.80)	(1,820.85)	(3,900.00)	(2,079.15)	46.69%
	ECON DEVELOP/PUB RELATION	(98,187.22)	(158,149.67)	(2,089,000.00)	(1,930,850.33)	7.57%
	COMMUNICATION	(19,786.08)	(17,995.34)	(34,900.00)	(16,904.66)	51.56%
	TRANSPORTATION COSTS ALLOCATED	-	-	16,000.00	16,000.00	0.00%
	EDUCATION & TRAINING	(56,791.28)	(33,001.49)	(91,200.00)	(58,198.51)	36.19%
	MEMBERSHIP DUES	(40,614.81)	(28,800.44)	(45,400.00)	(16,599.56)	63.44%
	OFFICE BLDG MAINTENANCE AND SUPPLIES	(168,210.12)	(227,174.81)	(433,500.00)	(206,325.19)	52.40%
	SOFTWARE MAINTENANCE AGREEMENTS	(94,151.93)	(125,916.90)	(234,000.00)	(108,083.10)	53.81%
	INTEREST INCOME - RBS GRANT	-	141.46	-	(141.46)	0.00%
	MISC GENERAL INCOME	12,300.63	11,137.90	16,700.00	5,562.10	66.69%
	GAIN/LOSS ON DISPOSAL OF FIXED ASSETS	(6,311.36)	-	-	-	0.00%
	ADMIN AND GENERAL ALLOCATED TO ELECTRIC	1,956,004.89	1,296,945.60	3,802,720.00	2,505,774.40	34.11%
	ADMIN AND GENERAL ALLOCATED TO WATER	224,934.36	141,659.53	415,350.00	273,690.47	34.11%
	ADMIN AND GENERAL ALLOCATED TO WASTEWATER	175,407.27	127,896.72	375,000.00	247,103.28	34.11%
	ADMIN AND GENERAL ALLOCATED TO COMMUNICATION	65,748.75	42,300.22	124,030.00	81,729.78	34.10%