City of Carthage, Missouri
CITY COUNCIL

March 26, 2024 - 6:30 PM
CITY HALL COUNCIL CHAMBERS

AMENDED AGENDA

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance to Flag**
4. **Calling of the Roll**
5. **Reading and Consideration of Minutes of Previous Meeting**
   1. Approval of March 12, 2024 Minutes
6. **Presentations/Proclamations**
7. **Public Comments**
   (Each person addressing the Council shall state their name and address or the organization or firm represented and is limited to no more than five (5) minutes. The time may be extended by the chair if deemed necessary. Once a person has had their say on a particular issue they are not permitted to once again speak on the issue unless called to answer any further questions by the Council or Chair)
8. **Reports of Standing Committees**
   1. Agendas and Minutes of Standing Committees
9. **Reports from Special Committees and Board Liaisons**
   1. Agendas and Minutes of Special Committees
10. **Report of the Mayor**
11. **Reports/Remarks of Councilmembers**
    (Each Councilmember is limited to no more than two (2) minutes. The time may be extended by the Chair if deemed necessary. Once a Councilmember has had their say on a particular issue they are not permitted to once again speak on the issue unless permitted by the Chair)
12. **Administrative Reports**
    1. City Administrator's Report
13. **Report of Claims Presented Against the City**
    1. Motion and a second to approve the Claims
14. **Public Hearings**
15. **Old Business**
    1. C.B. 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

16. New Business

1. C.B. 24-21 - An Ordinance to amend Chapter 2, Article III, Officers and Employees by adding Division 10 -- Assistant City Administrator, in the City of Carthage, Missouri.

2. C.B. 24-22 -- An Ordinance authorizing the City of Carthage, Missouri to enter into an amended and restated unit power purchase agreement with Missouri Joint Municipal Electric Utility Commission D/B/A Missouri Electric Commission

17. Mayor's Appointments

18. Resolutions

1. Resolution 2035 -- A Resolution providing for the formal acceptance of a donation to the City of Carthage by the City Council of the City of Carthage, Missouri pursuant to City Policy.

2. Resolution 2036 -- A Resolution approving the declaration as surplus to the City's needs and authorizing the disposition of certain Parks Department equipment outlined in Exhibit A

3. Resolution 2037 -- A Resolution of the City of Carthage, Missouri, authorizing the Mayor to enter into a contract with MW Fence for removal and relocation of gate and fencing at Carl Lewton Stadium in the amount of $8,881.23, in the City of Carthage, Missouri

19. Closing Comments

20. Executive Session

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.

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

March 12, 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, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey. City Administrator Greg Dagnan and City Attorney Nate Dally were also present.

The following Department Heads were present: Police Chief Bill Hawkins, Fire Chief Ryan Huntley, 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. Snow, to approve the minutes of the February 27, 2024, Council Meeting and Closed Session meeting. Motion carried unanimously.

During presentations, Leanna Canfield, Executive Direct of Vision Carthage, shared their mission and gave an update of the events and projects Vision Carthage has been working on. They had a feasibility study completed by Place and Main in order to determine if Vision Carthage could begin a property revitalization program in order to use different strategies in order to preserve historic buildings. As a result of the study, Vision Carthage has been approved to apply for funds in order to begin the revitalization program. They are also still working with the façade improvement project, which offers a 50/50 match for businesses in the downtown square district who are wishing to make façade improvements to their buildings. She reported the Griggs Park mural has been completed, and the work on the maple leaf roundabout sculpture has underway.

During Citizen's Participation, Tammy Hull, 7686 Hwy 96, discussed the dangers of water hemlock, snakeroot grass, and other noxious weeds.

Chuck Bryant, General Manager of Carthage Water & Electric, gave an update about the Dogwood Energy Station. He stated the energy from this station will become available this summer. They have worked with the electric commission and have had Resolutions passed to move forward. Carthage Water & Electric will be bringing a Resolution to the Council to allow putting this energy into the market.

Derek Peterson, 1141 Sheila Ann Drive, stated he had concerns with the sitting Councils fiscally responsibility, using Rock Stadium and the proposed new swimming pool as his basis.

Bill Putnam, 624 Belle Air, talked about his interest in Carthage history; also discussing the history of the Charter form of government and the current City Charter and its construction.

Joel Terry, 2219 Allison, discussed the City's response to the State's request for information and apologized for his misrepresentation of Mr. Dally's reply to him in a previous meeting.

Shay Gaddis, 2054 E 15th St, thanked Ms. Almandinger for her work with the Parks Department for the improvements to the golf course, parks, and for the creation of the dog park. She thanked Zeb Carney and Public Works for their efforts in maintaining the look of Carthage and for their work in keeping Carthage a beautiful place to live and work. She thanked the Council for their work and sacrifices in maintaining the town. Also thanking the Police and Fire departments for their work keeping Carthage safe.

Mr. Snow reported the Budget Ways and Means Committee met March 7 in a special meeting. They discussed an item that will be presented in closed session in tonight's meeting. Their next meeting will be April 8 at 5:30.

Ms. Blair reported the Committee on Insurance, Audit and Claims met on this day and approved the claims. She reported the City invested $2,000,000 with Community National Bank. This investment has an APY of 5.25%; and shared information about a letter requesting the Assistant City Administrator position be changed from that of a city employee to that of a city officer. This change would be added to the City Code. She stated a Council Bill will be presented to the Committee for consideration. The next meeting will be on March 26 at 5:30

Mr. Elliff reported that the Public Safety Committee is between meetings. The next meeting will be March 25 at 5:30.

Ms. Ensor reported the Public Services Committee met February 29 at 5:30. She reported the discussion of the Water's Edge Pool Concept. Findings of the online survey, which ran from January 17th to February 5th, were presented. Two concepts for a new aquatic center facility, each with different amenities with differing price ranges, were presented and the committee and it was decided to move forward with Waters Edge in designing a pool concept not exceeding a cost of $15.5 million. The next meeting will be March 19 at 5:30.

Mr. Armstrong reported the Public Works Committee met March 5 at 5:30. Ms. Ensor reported the discussion and acceptance of a bid from JKS Construction for Forest St. Culvert repair in the amount of $136,602.60; the Blevins Asphalt Contract renewal, and new price increase from $68.00 per ton to $75.05 per ton; the decision to surplus a 2008 Chevy Impala; and a proposed lot split at 2535 Grand Ave, Forest Park Church. All items were approved and forwarded to Council. Also discussed was the solid waste contract with Republic Services, which is coming up for renewal. Ms. Ensor made a motion, seconded by Mr. Taylor, to allow the pursuit of an extension of a 5-year solid waste contract with Republic Services. Motion carried. The next meeting will be March 19 at 5:30.

Special Committee and Board Liaison Reports were given by Mr. Elliff for McCune-Brooks Hospital Trust and Jasper County Commission; by Mr. Snow for Carthage Water & Electric; and Ms. Ensor for the Library Board.

During Remarks from Council Members, Mr. Taylor stated the Public Works meeting will be April 2. Mr. Snow stated he attended the Public Services Committee meeting and that he was impressed with the pool concept presented. He stated the concepts presented did not include a concept for a Regional water park, and that he is in support of a new pool facility, however he is not in favor of a Regional pool concept or a lazy river. Mr. Elliff discussed Resolution 2031.

Parks and Recreation Director Abi Almandinger reported all bathrooms at Carter, Municipal, Griggs, and Kellogg Lake parks are open. She invited everyone to attend the ribbon cutting for Rock Stadium on March 27 at 4 p.m. She reported finishing touches are being done on the dog park, and that Little League registration is open until March 22 for ages 9 – 16.

Assistant City Administrator Traci Cox reported the marijuana tax came in at $9,426.00 for the month of February. She stated sales tax revenues are up compared to the same month last year, coming in at $261.727. YTD sales tax revenues are $2,313,919.00, approximately $10,000 under projected YTD revenues. YTD use tax is over the current fiscal year projection, coming in at $134,944.00. YTD use tax is $ 1,088,920.00. She also reported the City has started using the ClearGov software, and capital requests have been submitted through the software. The current capital requests stand at $16,700,00.00, some of which will be covered by grants.

The Committee on Claims filed a report in the amount of $4,241,077.26 against the following funds: General Revenue $2,092,289.06, Public Health $606.04, Lodging $19,172.76, Public Safety $14,335.85, Parks/Stormwater $53,717.51, Fire Protection $136.43, Golf $12,249.87, Capital Improvements $11,514.50, Parks and Recreation $351.05, Myers Park $5,608.50, Use Tax $33,399.80, Public Facilities $1,501,471.00, Tax Distribution $31,819.00, Library $25,000.00, and Payroll $439,405.89. Ms. Blair made a motion, seconded by Ms. Heckmaster, to accept the report and allow the claims. Motion carried.

Under Old Business, 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 second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 24-16.

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 second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 24-17.

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 second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy

Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 24-18.

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 second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 24-19

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

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 was placed on first reading with no action taken.

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 was placed on first reading with no action taken.

Ms. Ensor made a motion, seconded by Mr. Snow, to approve Resolution 2030 -- A Resolution to pursue grant funding for construction of a new pool facility, in the City of Carthage, Missouri. Resolution 2030 was adopted after a roll call vote of 10 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey.

Mr. Elliff made a motion, seconded by Mr. Armstrong, to approve 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. Resolution 2031 was adopted after a roll call vote of 10 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey.

Mr. Armstrong made a motion, seconded by Mr. Taylor, to approve Resolution 2032 -- A Resolution approving the declaration as surplus to the City's needs and authorizing the disposition of certain Public Works Department equipment. Resolution 2032 was adopted after a roll call vote of 10 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey.

Ms. Ensor made a motion, seconded by Mr. Armstrong, to approve 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. Resolution 2029 was adopted after a roll call vote of 10 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey.

During closing comments, Mr. Snow stated he hopes a plan for the new pool can be designed so it will be beneficial to all and hopes the McCune-Brooks Trust can help facilitate this one major project. Ms. Cossey stated she understands the McCune-Brooks trust was not meant to be a continuous trust, but she doesn't feel that just because the City has that money, means they have to go out and spend it. She remarked that she does not support what was in the original pool packet and hopes a plan can be constructed that will be beneficial to all. Ms. Ensor announced the Public Services Committee met with a representative from the YMCA about the number of lifeguards that would be needed for the proposed new facility, sending the designs back in order to lessen the number of lifeguards needed. Ms. Blankenship stated she has a niece who is a quadriplegic, and the proposed zero-entry pool will be 100% ADA accessible, so she is in complete support of the new pool. Mr. Armstrong says one of the things he is most proud of as a Council member is the City's partnership with the school, and that the school is taken care of so the kids can be competitive. He said that if the new pool design would be beneficial to the school, he feels it should be something to consider in the design. He stated that part of taking care of Carthage is taking care of the kids of Carthage. Ms. Heckmaster says she believes the city needs a new pool, but also feels the need to be financially responsible.

Mr. Hole made a motion, seconded by Ms. Ensor, to close the meeting 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, and 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 10 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff and Tiffany Cossey. Motion carried at 7:51 p.m.

CLOSED SESSION

Ms. Blankenship made a motion, seconded by Mr. Snow, to return to the regular session of the Council Meeting at 8:55 p.m. followed by a roll call vote of 10 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff and Tiffany Cossey. Motion carried.

Mr. Elliff made a motion, seconded by Ms. Ensor, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 8:56 p.m.

CLOSED SESSION
MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
March 12, 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.

Mr. Hole made a motion, seconded by Ms. Ensor, to close the meeting 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, and 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 10 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff and Tiffany Cossey. Motion carried at 7:51 p.m.

There was a short recess before the closed session started. Council went into closed session at 8:00 p.m.

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

Assistant City Administrator Traci Cox, City Attorney Nate Dally, IT Administrator Michael Keith, and Deputy City Clerk Amy Taylor were also present.

Parks and Recreation Director Abi Almandinger, Tyler Marcum, and Alyssa Hess joined the meeting for the first portion of the closed session.

Ms. Almandinger discussed the desire for Council to allow the pursuit of a land purchase which is of significant value and has potential for community use.

Nate Dally updated the Council about pending legal actions.

Ms. Blankenship made a motion, seconded by Mr. Snow, to return to the regular session of the Council Meeting at 8:55 p.m. followed by a roll call vote of 10 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff and Tiffany Cossey. Motion carried.

Respectfully submitted,

Amy Taylor
Deputy City Clerk

City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

March 12, 2024 - 5:00 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

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

STAFF PRESENT: Michael Keith

OTHER MEMBERS PRESENT: Dan Rife and Mark Elliff

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

2. Old Business

1. Approval of February 27, 2024 Minutes
   ACTION: Motion to accept/approve item 2.1. by Ms. Heckmaster
   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 Ms. Cossey
   Motion passed with a 4:0
   AYES: Robin Blair, Tiffany Cossey, Terri Heckmaster, Chris Taylor

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

4. New Business

1. Staff Reports
   Ms. Cox reported the City invested $2,000,000 with Community National Bank. This investment has an APY of 5.25%. Ms. Cox also addressed a letter written by Mr. Dagnan to Mayor Rife. This letter outlines the position, duties, and responsibilities of the Assistant City Administrator (ACA) position. It also details the desire to transition the position from that of a city employee, to that of a city officer. This will offer the City and the ACA more protections than that of a city employee; and, if moved to a City Officer position, the ACA will be overseen by and will report to the Mayor, Council, and the City Administrator. A Council Bill will be forthcoming for a vote to send the request to Council.

5. Adjournment

ACTION: Motion to adjourn at 5:48 PM by Ms. Heckmaster
Motion passed with a 4:0

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

City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

March 26, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. **Call to Order**
2. **Old Business**
   1. Approval of March 12, 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. Consider and Discuss adding the Assistant City Administrator as an officer of the City
   2. Consider and Discuss Code of Ethics Policy Change
   3. Staff Reports
5. **Adjournment**

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

City of Carthage, Missouri

PUBLIC SERVICES COMMITTEE

March 19, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. **Call to Order**
2. **Old Business**
   1. Approval of Previous Minutes
3. **Citizen Participation**
   (Citizens wishing to address the Council or Committee should notify the City in advance and provide the item they want to address in written format at least 24 hours before the meeting. Please call Angie Judd at the Parks & Recreation office at 417-237-7035, or email a.judd@carthagemo.gov.)
4. **New Business**
   1. Consider and Discuss Kid's Fishing Day.
   2. Consider and Discuss Carthage R-9 Dual Language Celebration at Central Park May 3rd.
   3. Consider and Discuss Donation to Little League for Equipment.
   4. Consider and Discuss Donation to Carthage Little League by Housh Family.
   5. Consider and Discuss Parks and Memorial Hall Surplus Items.
   6. Consider and Discuss Rock Stadium Rolling Gate Renovation.
   7. Consider and Discuss Parking Lot at 2nd and Howard.
   8. Consider and Discuss MOU Easement with Carthage Eye Care.
   9. Consider and Discuss RFP for Parks Signage.
   10. Consider and Discuss Grant to Youth Development Foundation.
5. **Staff Reports**
6. **Other Business**
7. **Adjournment**

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

City of Carthage, Missouri
PUBLIC SERVICES COMMITTEE

March 19, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

2. Old Business

1. Approval of Previous Minutes

ACTION:	Motion to accept/approve item 2.1. by Terri Heckmaster; 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 Kid's Fishing Day.

Ms. Almandinger introduced Jackie Boyer with the Kellogg Lake Board. Ms. Boyer informed the attendees about the upcoming annual kid's fishing event scheduled to coincide with Missouri Free Fishing weekend. She requested permission to utilize Kellogg Lake Park for the event and to temporarily close Kellogg Lake to public fishing, beginning midnight on Sunday, June 2nd through noon on June 8th. Ms. Blankenship motioned to allow use of Kellogg Lake Park on June 8th from 8:00 a.m. until 12:00 p.m. for Kid's Fishing Day, including closing the lake to the public from 12:00 a.m. June 2nd through 12:00 p.m. June 8th.

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

2. Consider and Discuss Carthage R-9 Dual Language Celebration at Central Park May 3rd.

Ms. Almandinger conveyed that the Carthage R-9 Dual Language Academy has expressed interest in utilizing Central Park to host their inaugural Dual Language Celebration on May 3rd. She elaborated that the event aims to commemorate the students' achievements and will feature the presentation of the Pathway to the Seal of Biliteracy and Seal of Biliteracy awards. Ms. Almandinger stated that the event would incorporate food trucks but clarified that no road closures were necessary. Additionally, she noted that the Parks Department has expressed no concerns at present and emphasized the anticipated positive impact of the celebration on Carthage Dual Language students, their families, and the community. Mr. Hole motioned to allow the use of Central Park on May 3rd from 4:00 p.m. through 8 p.m. for Carthage Dual Language Academy.

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

3. Consider and Discuss Donation to Little League for Equipment.

Ms. Almandinger provided an overview of the recent donation made by the former Carthage Youth Baseball organization in the amount of $5,000 to be allocated to the Carthage Little League for the acquisition of equipment. She expressed the heartfelt appreciation of Carthage Little League for this generous contribution. Ms. Blankenship motioned to allow the donation of $5,000 for Little League equipment and to forward it to the Council for Resolution.

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

4. Consider and Discuss Donation to Carthage Little League by Housh Family.

Ms. Almandinger highlighted that the recent donation constitutes a continuation of the contributions made in memory of Jared Housh to Carthage Little League, which were previously accepted during the last session. She reported two additional donations had been received, amounting to a total of $100. Ms. Blankenship motioned to accept the donation from the Housh family in the amount of $100 to Carthage Little League.

ACTION: Motion to accept/approve item 4.4. 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. Consider and Discuss Parks and Memorial Hall Surplus Items.

Ms. Almandinger addressed the issue of surplus items identified during the recent cleaning of storage areas at Memorial Hall. She further mentioned that the Parks and Recreation department had replaced the scoreboard at the Rock Stadium and proposed surplussing the old scoreboard. Ms. Heckmaster motioned to approve the surplussing of the listed items.

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

6. Consider and Discuss Rock Stadium Rolling Gate Renovation.

Ms. Almandinger informed the attendees that the ongoing renovation at the Rock Stadium represents a continuation of the facility's improvement efforts. She elaborated that the Parks department aims to repurpose a 20-foot long and 6-foot high rolling gate to connect a fence, thereby enhancing security measures to prevent unauthorized access to the Parks Maintenance Building. Additionally, Ms. Almandinger mentioned that following the publication of a Request for Proposal, the Parks and Recreation Department received a single bid from MW Fence Company totaling $8,881.23. She further noted that the renovation project for the stadium remains within the budget previously approved by the attendees. Ms. Blankenship motioned to accept the bid from MW Fence Company in the amount of $8,881.23 for the Rock Stadium Rolling gate renovation.

ACTION: Motion to accept/approve item 4.6. by Trudy Blankenship; second by None;
Motion with a 4:0
AYES: Brandi Ensor, Trudy Blankenship, Terri Heckmaster, Jeff Hole
NOES: None
ABSTAIN: None

7. Consider and Discuss Parking Lot at 2nd and Howard.

Mr. Dagnan, the City Administrator, informed the attendees that an undisclosed business had approached the City expressing interest in purchasing property adjacent to the parking lot located at 2nd Street and Howard Street. This business requested that the City consider donating the parking lot to ensure adequate parking space for their operations. No action was taken.

8. Consider and Discuss MOU Easement with Carthage Eye Care.

Ms. Blankenship motioned to amend the agenda and strike item number 8 from the list of items to be discussed.

ACTION: Motion to amend item 4.8. by Trudy Blankenship; second by None;

Motion with a 4:0

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

NOES: None

ABSTAIN: None

9. Consider and Discuss RFP for Parks Signage.

Ms. Almandinger addressed the issue of limited park signage, which was identified based on the Parks Master Plan of 2021. She emphasized that the existing signs are difficult to read and do not effectively direct the public to the parks. To address this concern, Ms. Almandinger, along with the City Engineer, conducted a comprehensive tour of all Parks properties to identify areas where new signage would be beneficial. Ms. Almandinger proposed the installation of new signs that would not only provide clear directions but also incorporate elements of Carthage's history by utilizing previously donated marble slabs. Subsequently, the Parks and Recreation department submitted a Request for Proposal for the creation of seven signs to be placed in various parks. Ms. Almandinger informed the committee that only one bid was received for the project, which was from Kevin Harrison Masonry. The proposed cost for each sign was $14,456.77, with a discount of $500 per sign if all seven were purchased for a total of $97,697.39. She expressed confidence in the contractor, noting that they had previously collaborated on the creation of the Phelps House sign. Ms. Almandinger clarified that the funding for this project would be sourced from the Use Tax and is already allocated within the budget. Ms. Blankenship motioned to accept bid from Kevin Harrison Masonry in the amount of $14,456.77 per sign for a total of $97,697.39 after discount and forward to Council.

ACTION: Motion to accept/approve item 4.9. by Trudy Blankenship; second by None;

Motion with a 4:0

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

NOES: None

ABSTAIN: None

10. Consider and Discuss Grant to Youth Development Foundation.

Ms. Almandinger brought forth an authorization for a grant request to the MLB Youth Development Foundation. She explained that this funding could be utilized to support the replacement of lights at the Fair Acres Baseball Complex with LED lighting. Ms. Almandinger noted that the Foundation accepts applications continuously, with a processing period lasting six months. Mr. Hole motioned to allow the pursuit of a grant from the MLB Youth Development Foundation to be used to assist in the replacement of field lights at the Fair Acres Baseball Complex.

ACTION: Motion to accept/approve item 4.10. by Jeff Hole; second by None;

Motion with a 4:0

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

NOES: None

ABSTAIN: None

5. Staff Reports

Ms. Almandinger provided updates during the meeting, noting an increase in golf rounds for February compared to the same period last year, attributing this rise to exceptionally favorable weather conditions. She mentioned ongoing efforts at the driving range, including the removal of the old building to enhance its aesthetic appeal, while Golf Maintenance has diligently maintained the grounds. Additionally, Ms. Almandinger reported positive revenue growth at Memorial Hall, highlighting the diverse array of classes and programs offered, such as successful sushi classes, weekly line dancing sessions, and an active indoor swap meet. She also mentioned the excitement for the upcoming Little League season with 150 registrations. Ms. Almandinger recognized the difficulties faced by the Parks Maintenance Department in addressing vandalism at Griggs Parks restrooms and stressed the importance of ongoing efforts to minimize these incidents. Ms. Almandinger mentioned progress in designing the new pool facility at Water's Edge.

Ms. Kirby, Tourism Director, shared insights from her recent participation in her first legislative day. She discussed promoting Carthage across various advertising platforms to attract tourism to the city. Ms. Kirby informed the committee that she is persistently working on website enhancements. She mentioned that progress is being made on the Visitor's Guide, with an anticipated completion date set for April.

6. Other Business

7. Adjournment

Ms. Heckmaster made a motion to adjourn the meeting at 6:28 P.M.

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

City of Carthage

City of Carthage, Missouri
PUBLIC SAFETY COMMITTEE

March 25, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. **Call to Order**
2. **Old Business**
   1. Approval of 2/27/24 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. Discuss noise complaints being received - Irma Herrera
4. **New Business**
   1. Consider and discuss Kids Fishing Day - Jackie Boyer
   2. Consider and discuss CWEP Big Truck Event
   3. Consider and discuss animal ordinances - Chief Hawkins
   4. Staff Reports
      - Fire Department
      - Police Department
5. **Adjournment**

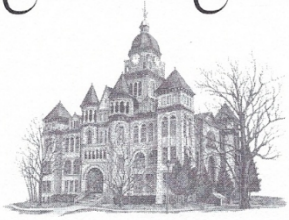
PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Darieus K. Adams
Western District Commissioner

JASPER COUNTY COMMISSION



302 S. Main ST
Carthage, MO 64836

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

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

COMMISSION AGENDA
MARCH 19, 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 Back Tax Abstract**
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 15, 2024 AT 4:00 P.M. (RSMO 610.020)

City Administrator's Report 03/08/24-03/22/24

City Staff and Internal Projects

- Progress made working with Gilmore Bell regarding Peachtree
- Operations portions of the Budget due from Department Heads by 04/01
- City Staff working on Headshot Photos for Council and City Leaders (First meeting after election)
- Another meeting regarding real estate which will be discussed in closed session
- Meeting with PD regarding revising animal ordinances (Will be presented at next Public Safety Meeting) (PD and City Attorney)
- Meeting with Baker Tilley Firm regarding Railroad owned Bridges
- Meeting with department Heads and HR regarding changes in Drug testing policy
- Revamped Etthic Ordinance to be presented to CIAC (City Attorney)

Community

- Met with Vision Carthage Director
- Jasper County Commission Meeting
- Meeting with Ollis/Aker/Arner Insurance and Business Firm
- Region M Meeting

Meetings

- Public Services Committee
- Public Works Meeting
- Meetings with Economic Development Director
- Several Meetings with Mayor and various department heads including Bi-Weekly staff meeting

From the Team

- Several Departments Participated in Chamber Business Expo
- Police Received Positive Media for breaking up a human trafficking group
- Thanks was given to Street Employees who stopped to help a citizen having a seizure
- Parks and Rec team on Morning show to talk about parks

Monthly Budget

- The marijuana tax came in at $9,426.00 for the month of February. Sales tax revenues are up compared to the same month last year. YTD sales tax revenues are $2,313,919.00, approximately $10,000 under projection. YTD use tax is over the current fiscal year projection, coming in at $134,944.00. YTD use tax is $ 1,088,920.00.

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

Est. 1949

BLEVINS ASPHALT CONST.

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

ZANEVAN ENGINEERING

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

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. 417 S. 120TH STREET GIRARD, KS 66743		SPROULS CONSTRUCTION, INC. 397 W. DD HWY. LAMAR, MO 64759		ELEMENTS CONST. CONCEPTS 5850 E. 20TH STREET JOPLIN, MO 64801		EMERY SAPP & SONS 5350 E. STATE HWY. AA 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

Jason Eckhart, P.E.
Zanevan Engineering

NOTICE OF AWARD 00501

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_____

AGREEMENT FORM 00500

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_____

Reset Form | Print Form

MISSOURI DEPARTMENT OF REVENUE

Form **5060**

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			Missouri Tax Exemption Number
CITY OF CARTHAGE			1 2 4 8 7 4 3 1
Address: 326 GRANT STREET	City: CARTHAGE	State: MO	ZIP Code: 64836
E-mail Address: z.carney@carthagemo.gov			
Project Number	Project Begin Date (MM/DD/YYYY): 04/22/2024	Estimated Project End Date (MM/DD/YYYY): 07/22/2024	
Description of Project: REPLACEMENT OF BRIDGE STRUCTURE.			
Project Location: FOREST STREET, CARTHAGE, MO	Certificate Expiration Date (MM/DD/YYYY): 08/05/2024		

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	Signature of Contractor	Date (MM/DD/YYYY)	
JKS CONSTRUCTION, INC.		__ __ / __ __ / __ __ __ __	
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	ZIP Code
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

TABLE OF CONTENTS

SUMMARY OF SALIENT FEATURES

APPRAISER CERTIFICATION

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 form 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 us 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 your 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 engage 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 area 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

YEAR	JASPER COUNTY	JOPLIN	CARTHAGE
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

SECTOR	# OF ESTABLISHMENTS	SALES OR RECEIPTS	# OF PAID EMPLOYEES
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:

NAME	SERVICE
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 load 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.

<u>Sales Comparison Approach:</u>

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 wildest 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.	$1.04	$1.01	$1.32
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:

	Adjusted Price per Sq.Ft.	Weight	
Land Sale #1	$1.04	60%	$0.62
Land Sale #2	$1.01	30%	$0.30
Land Sale #3	$1.32	10%	$0.13
		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

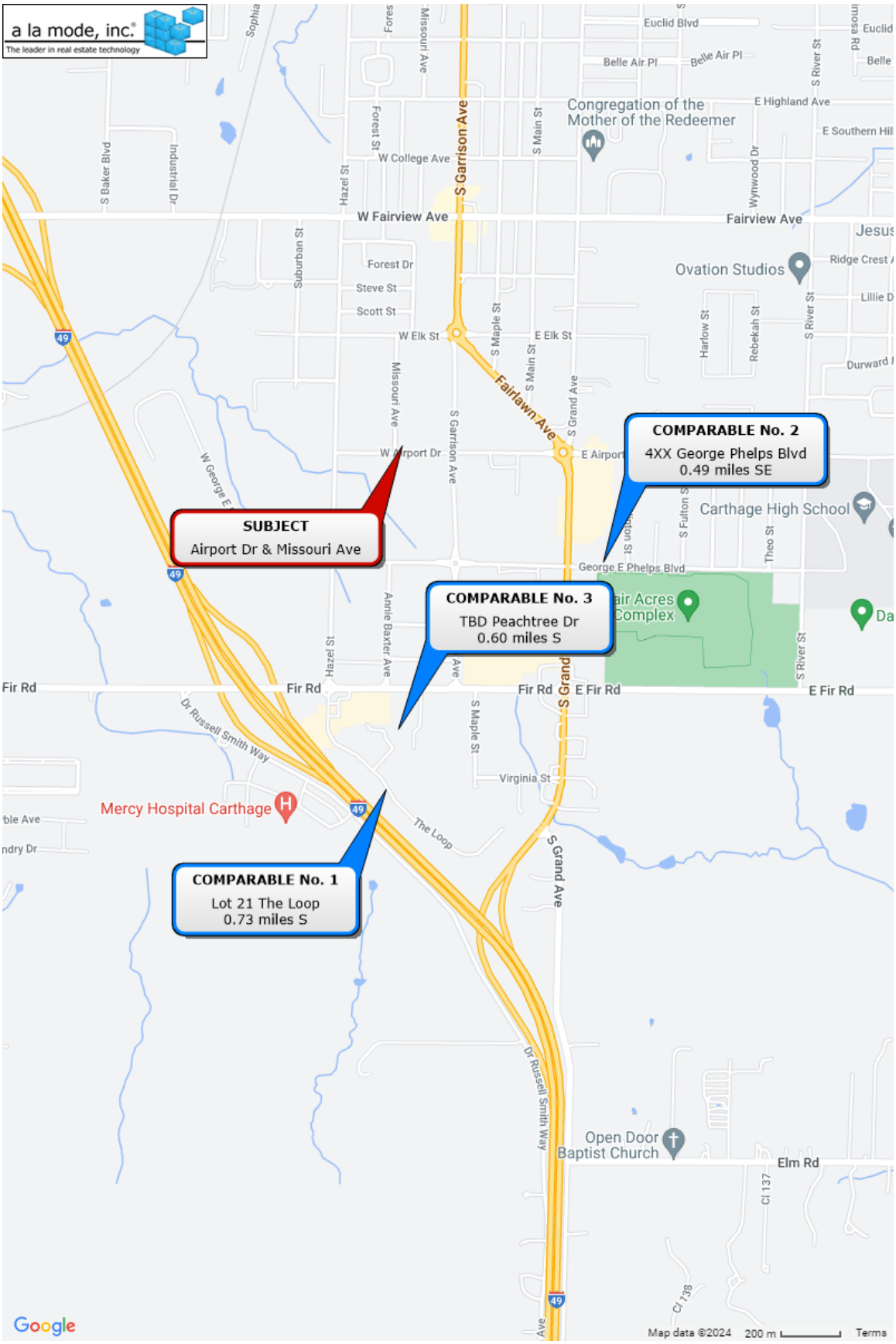
SUBJECT SITE FRONT

SUBJECT SITE SIDE

SUBJECT STREET (EAST VIEW)

SUBJECT AERIAL MAP

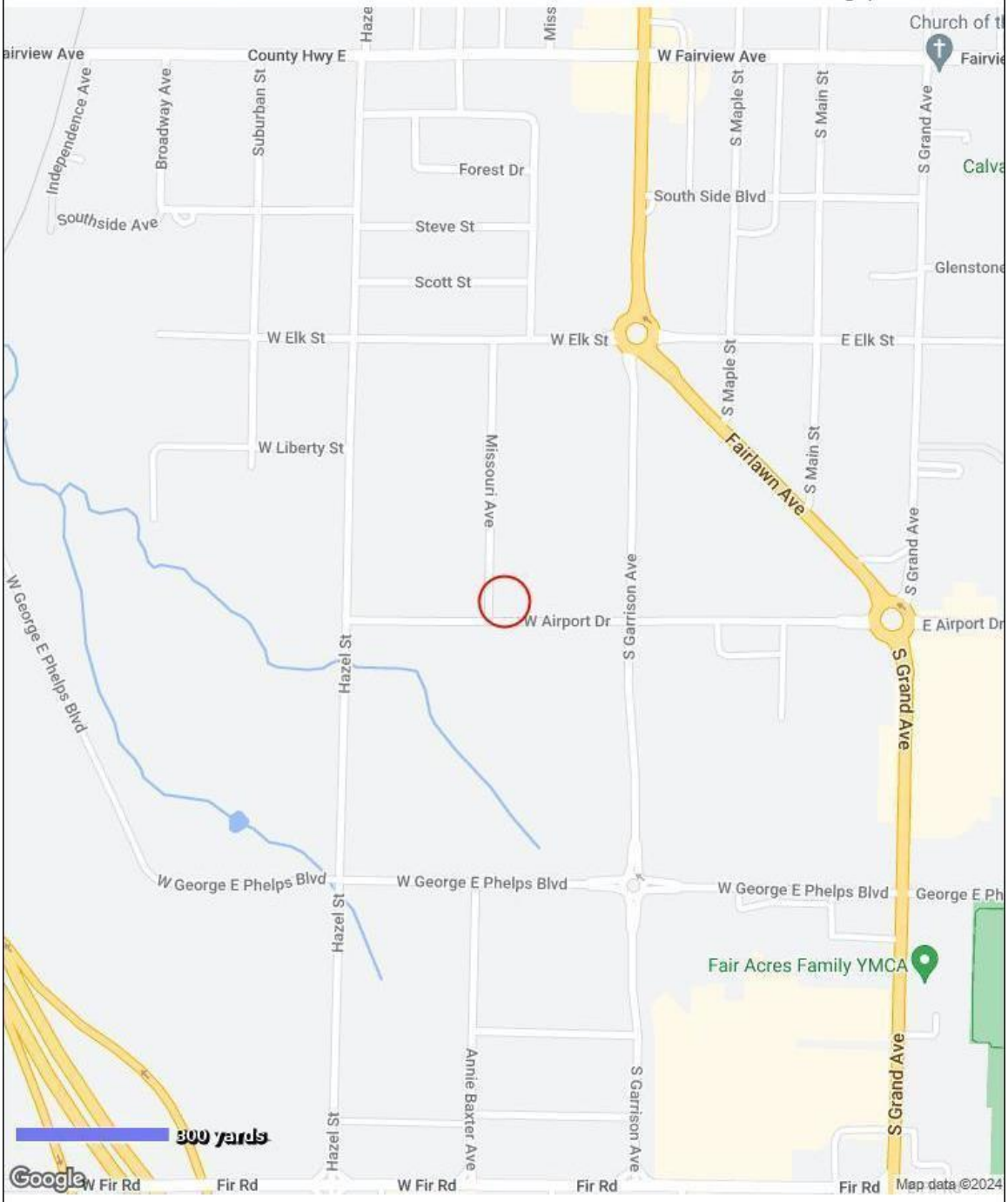
LOCATION MAP



SUBJECT FLOOD MAP

InterFlood by a la mode

Prepared for: Four State Appraisal, LLC
Airport Dr & Missouri Ave
Carthage, MO 64836



Powered by CoreLogic®

MAP DATA

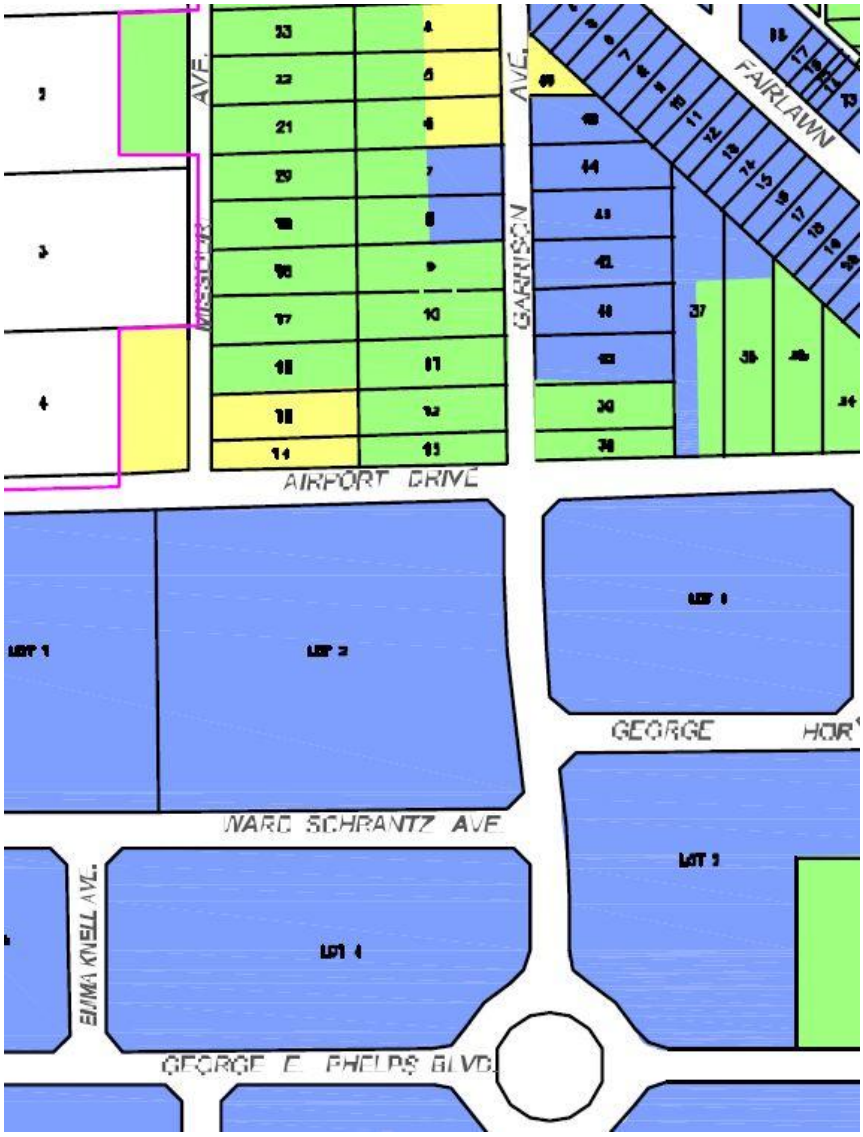
FEMA Special Flood Hazard Area: **No**
Map Number: **29097C0190E**
Zone: **X**
Map Date: **November 02, 2012**
FIPS: **29097**

MAP LEGEND

- Areas inundated by 500-year flooding
- Areas inundated by 100-year flooding
- Velocity Hazard
- Protected Areas
- Floodway
- Subject Area

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

Jasper County, MO

Summary

Parcel ID	14501610014004000
Alternate ID	03-251531-0000
Property Address	CARTHAGE
Neighborhood	3103CA
Subdivision	FA|RLAWN 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	FA|RLAWN 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
ENT|RE 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 portioning 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 statue 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.

State of Missouri

Missouri Department of Commerce and Insurance
Division of Professional Registration
Real Estate Appraisers Commission

State Certified General Real Estate Appraiser

VALID THROUGH JUNE 30, 2024
ORIGINAL CERTIFICATE/LICENSE NO. 2008016186

WILLIAM D BALDWIN, IV
FOUR STATE APPRAISAL, LLC
PO BOX 270
CARTHAGE MO 64836
USA

EXECUTIVE DIRECTOR

DIVISION DIRECTOR

INVOICE

FROM:

Four State Appraisal, LLC
P.O. Box 270
Carthage, MO 64836

Telephone Number: 417-310-0000 **Fax Number:**

TO:

City of Carthage
326 Grant Street
Carthage, MO 64836

Telephone Number: **Fax Number:**
Alternate Number: **E-Mail:**

INVOICE NUMBER
FSA2401026
DATE
02/29/2024

REFERENCE	
Internal Order #:	FSA2401026
Lender Case #:	
Client File #:	
Main File # on form:	FSA2401026
Other File # on form:	
Federal Tax ID:	20-8578913
Employer ID:	

DESCRIPTION

Lender: **Client:** City of Carthage
Purchaser/Borrower: Dennis & Charlina Owens
Property Address: Airport Dr & Missouri Ave
City: Carthage
County: Jasper **State:** MO **Zip:** 64836
Legal Description: FAIRLAWN SUB-DIVISION W 1/2 LOTS 14, 15, & 16 BLOCK C

FEES	AMOUNT
FSA2401026_Airport Dr & Missouri Ave Carthage, MO 64836_City of Carthage	1,000.00
SUBTOTAL	1,000.00

PAYMENTS			AMOUNT
Check #:	**Date:**	**Description:**	
Check #:	**Date:**	**Description:**	
Check #:	**Date:**	**Description:**	
		SUBTOTAL	
		TOTAL DUE	$ 1,000.00

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:

Section Township Range	Street Address	City	Zip Code	County
	TBD Parcel ID 1450161001400	Carthage	MO MO	Jasper

☐ ***(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 (**Specify Location**), **MO** on on or before Decembe (**Month**) 27 (**Day**), 2023 (the "**Closing Date**").

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 Assisting Seller**
Broker's Firm State License # 2005006383	Broker's Firm State License # _____
By (*Signature*) _____	By (*Signature*) _____
Licensee's Printed Name: Maria Sanchez	Licensee's Printed Name: _____
Licensee's State License # 2006039413	Licensee's State License # _____
Date: 12/5/2023 MLS ID No.(if required): _____	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.

30. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of the parties' obligations under this Contract. All references to a specified time shall mean Central Time. As used herein, a "**day**" is defined as a 24-hour calendar day, seven (7) days per week.

SELLER *ACCEPTS* OFFER (*Sign Below*)

X 12/05/23

BUYER **Date**
Printed Name: Jaime A. Olvera

SELLER **Date and Time**
Printed Name:

BUYER **Date**
Printed Name:

If signing on behalf of a trust or other legal entity, its name and your title below:

SELLER **Date and Time**
Printed Name:

If signing on behalf of a trust or other legal entity, please print please print its name and your title below:

SELLER *REJECTS* OFFER *(Initial)* _____

SELLER *COUNTER*-OFFERS (*Initial*) _____
Counter Offer form MSC-2040, which amends the terms of this offer, is attached and incorporated into this Contract

****

RECEIPT & ACKNOWLEDGEMENT

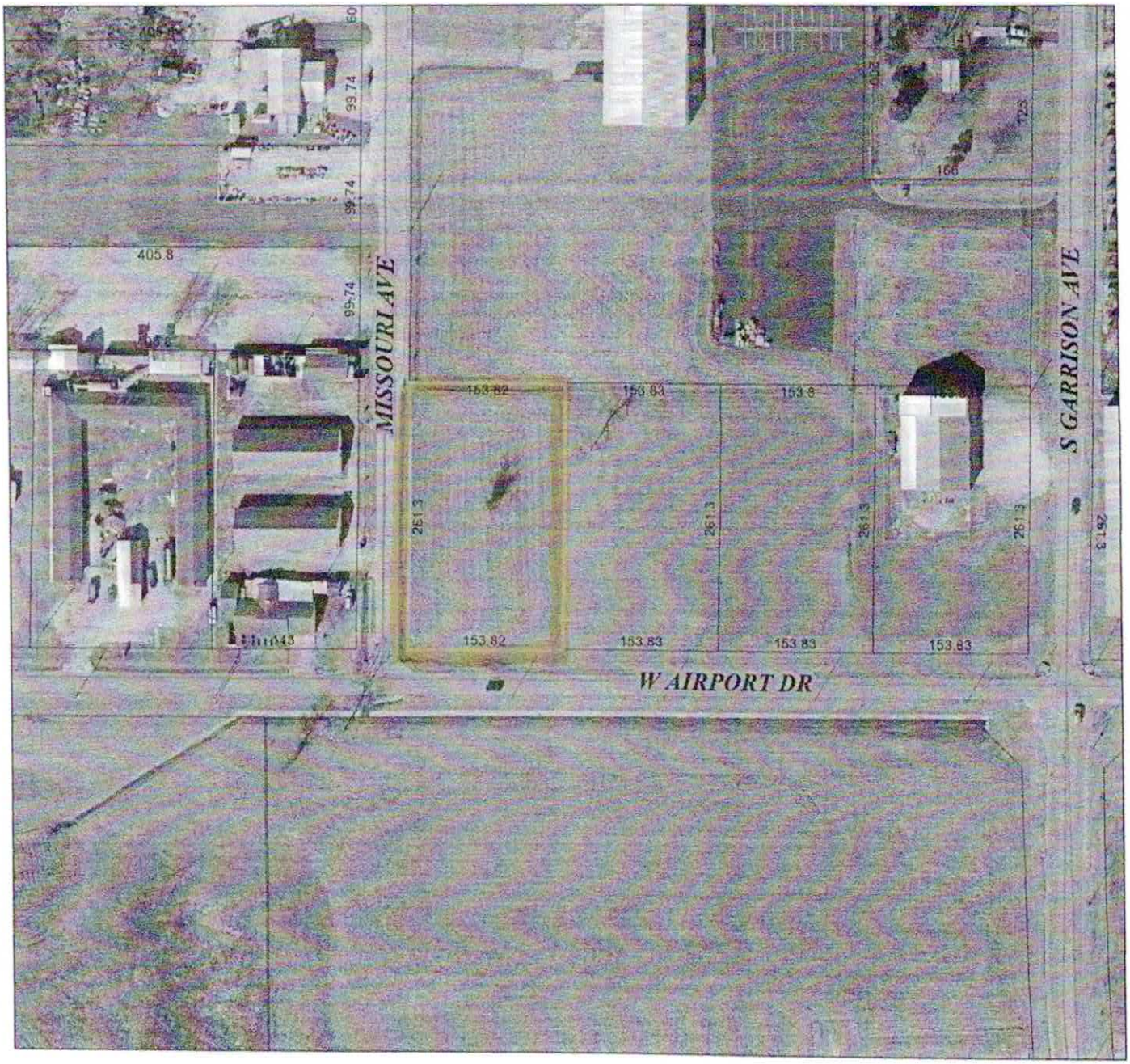
Receipt of Earnest Money is acknowledged by the undersigned and will be delivered to Escrow Agent as set forth above.

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. **©2021 Missouri REALTORS®**

261.3



Parcel ID	14501610014004000	**Alternate ID**	03-251531-0000	**Owner Address**	CARTHAGE CITY 326 GRANT ST CARTHAGE, MO 64836
Sec/Twp/Rng	16-28-31	**Class**	E		
Property Address	CARTHAGE	**Acreage**	0.9167		
District	137				
Brief Tax Description	FAIRLAWN SUB W 1/2 LOTS 14 15 & 16 BLK C (Note: Not to be used on legal documents)				

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

⑆082900872⑆ 3334 0035048533⑈

COUNCIL BILL NO. 24-21 **ORDINANCE NO. _____**

An Ordinance to amend Chapter 2, Article III, Officers and Employees by adding Division 10 - Assistant City Administrator, in the City of Carthage, Missouri.

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

SECTION I: Chapter 2, Article III is hereby amended to read as follows:

Chapter 2, Article III, Division 10. – Assistant City Administrator.

2-250 - Created; functions generally
The Office of Assistant City Administrator is created as an officer of the City. This officer shall provide leadership support to the City Administrator by performing responsible administrative and managerial duties assisting the City Administrator in the administration of local government; serve as liaison between the City Administrator's Office and the general public, City staff, Council, appointed boards and committees, community organization and other governmental agencies; functions as the City Administrator in their absence.

2-251 – Appointment
The Assistant City Administrator shall be appointed by the mayor with the approval of the Council.

2-252 – Qualifications
Education: Requires any combination of education and experience equivalent to a Bachelor's Degree from an accredited college or university in Public or Business Administration, Government, or a related field and a minimum of two years' directly related work experience including management and supervisory experience.

Experience: The Assistant City Administrator shall have at least two years' leadership or management experience in local government.

Sponsored by: Mayor

2-253 – Specific Duties

1. Assist the City Administrator (Budget Officer) in preparing the budget each year.
2. Assist the City Administrator in keeping the Council, each Council Committee, and all City Departments informed as to the financial status of the City.
3. Assist the City Administrator in the establishment of and maintenance of proper purchasing procedures for all departments, including advising of proper purchasing procedures so they comply at all times with State and Federal regulations governing the purchase of equipment, goods, and services.
4. Assist the City Administrator in research and obtaining information for funding projects that would include, but not be limited to, any situation which could not be financed entirely on a local basis where the funds are provided by either State or Federal government.
5. Assist the City Administrator in the administration of any City business that may be assigned to the position.
6. Assist the City Administrator in communicating the Mayor and Council's direction for any City Board, Department, or Officer.
7. Assist the City Administrator in formulation of policy concentrating on overall problems of the City.
8. Assist the City Administrator in coordinating the activity among operating Department Heads in overall implementation and administration of City programs.
9. Attend and meet with assigned Standing and Special Committees assigned by the City Administrator, Mayor and City Council.
10. Serve as project manager for a variety of special projects; facilitate project activities and resolve problems; develop and submit project reports to the City Administrator.
11. Carry out any other duties as are within the scope, spirit, and purpose of the job as directed.

SECTION II: The Current Assistant City Administrator will ascend to the position outlined in Section I.

SECTION III: 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: Mayor

COUNCIL BILL NO. ___24-22___ **ORDINANCE NO. _____**

AN ORDINANCE AUTHORIZING THE CITY OF CARTHAGE, MISSOURI, TO ENTER INTO AN AMENDED AND RESTATED UNIT POWER PURCHASE AGREEMENT WITH MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION D/B/A MISSOURI ELECTRIC COMMISSION.

WHEREAS, the City of Carthage, Missouri (the "City"), and the Missouri Joint Municipal Electric Utility Commission d/b/a Missouri Electric Commission (the "Commission") have previously entered into a Unit Power Purchase Agreement dated March 14, 2023 (the "Original Power Purchase Agreement"), pursuant to which the City agreed to purchase from the Commission all of the capacity, energy, and related output to be provided from a portion of the Commission's acquisition of an additional 11.7% ownership interest (approximately 75 MW) in the Dogwood Energy Center, a natural gas combined cycle electric generating facility located in Cass County, Missouri (the "Source"); and

WHEREAS, under the terms of the Original Power Purchase Agreement, the parties agreed that 3.9% (approximately 25 MW) of the Commission's additional 11.7% interest in the Source will be dedicated to the City; and

WHEREAS, it is hereby found and determined by the City Council of the City that it is necessary and desirable to amend and restate the Original Power Purchase Agreement as set forth in that certain Amended and Restated Unit Power Purchase Agreement between the Commission and the City.

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

Section I. Approval of the Amended and Restated Unit Power Purchase Agreement. The Amended and Restated Unit Power Purchase Agreement between the Commission and the City (the "Amended Power Purchase Agreement"), in substantially the form submitted to and reviewed by the governing body of the City on the date hereof, is hereby approved. The Mayor is authorized and directed to execute and deliver the Amended Power Purchase Agreement on behalf of and as the act and deed of the City, with such changes therein as shall be approved by the Mayor, the Mayor's execution thereof to be conclusive evidence of the approval thereof. The City Clerk is authorized to affix the City's seal thereto and attest said seal.

Section II. Further Authority. The officers, agents, and employees of the City, including the Mayor, City Administrator, and City Clerk, are authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance, and to carry out, comply with, and perform the duties of the City with respect to the City Documents and to make alterations, changes, or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized, and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section III. Effective Date. This Ordinance shall take effect and be in full force immediately after its passage by the City Council and approval by the Mayor.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

_____
Dan Rife, Mayor

ATTEST:

_____
Miranda Deal, City Clerk

Amended and Restated Unit Power Purchase Agreement

between

Missouri Joint Municipal Electric Utility Commission doing business as
the Missouri Electric Commission

and

the City of Carthage, Missouri

for the Purchase and Sale of Capacity and Energy from the

Dogwood Energy Facility

This Unit Power Purchase Agreement ("Agreement") is made this 14th day of March, 2024, by and between Missouri Joint Municipal Electric Utility Commission doing business as the Missouri Electric Commission, a joint action agency and a body corporate and politic of the State of Missouri (hereinafter "MEC") and the City of Carthage, Missouri, which is a Missouri municipality and a member of MEC (hereinafter "City") (MEC and the City hereinafter referred to collectively as "Parties" or, at times, individually as "Party").

WITNESSETH:

WHEREAS, MEC is a joint action agency formed and operated in accordance with Sections 393.700 to 393.770 of the Revised Statutes of the state of Missouri ("RSMo"); and

WHEREAS, MEC was formed for the purpose of procuring electric Capacity, Energy, and related output for the benefit of, and pursuant to the governance and direction of, MEC's members; and

WHEREAS, MEC has an interest in the Dogwood Energy Facility, a natural gas combined cycle facility located in Pleasant Hill, Missouri ("DEF"); and

WHEREAS, MEC sells the Capacity, Energy, and related output from DEF to members of MEC; and

WHEREAS, MEC intends to acquire, or to cause its Affiliate (as defined herein) to acquire, an additional interest in DEF to provide MEC rights to additional Capacity, Energy, and related output from DEF; and

WHEREAS, such additional interest in DEF will enable MEC to make sales of certain Capacity, Energy, and related output from DEF to one or more municipal utilities who are members of MEC; and

WHEREAS, the City desires to enter into an agreement for a long-term, cost-based purchase from MEC of Capacity, Energy, and related output to be provided from the additional interest in DEF, and MEC desires to make such a sale to the City, all pursuant to the terms and conditions set forth herein; and

WHEREAS, this Agreement amends and restates, in its entirety, the Unit Power Purchase Agreement dated as of March 14, 2023, between the City and MEC and supersedes such agreement in all respects;

NOW, THEREFORE, in consideration of the premises, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE ONE: DEFINITIONS

1.1 Affiliate means any Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control by MEC. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether through ownership of voting securities or ownership interests, by contract or otherwise, and specifically with respect to a corporation, partnership, trust or limited liability company, means direct or indirect ownership of a plurality or more of the voting securities in such corporation or of the voting interest in a partnership or limited liability company or of the beneficial interests in a trust.

1.2 Agreement shall mean this Unit Power Purchase Agreement between MEC and the City.

1.3 Business Day shall mean any weekday (*i.e.*, other than Saturday or Sunday) that is not a holiday observed by banks in the State of Missouri.

1.4 Capacity shall mean the net electrical generating capability of DEF from time to time as measured at the Delivery Point.

1.5 Central Prevailing Time, or CPT, shall mean Central Daylight Savings Time or Central Standard Time, as then being observed in Missouri.

1.6 City shall mean the City of Carthage, Missouri, and its permitted successors and assigns.

1.7 DA Market shall mean the day-ahead market operated by SPP.

1.8 DEF shall mean the Dogwood Energy Facility.

1.9 DEF Management Committee shall mean the committee or committees established under the Participation Agreement through which decisions will be made by

and information will be disseminated to the holders of undivided interests in DEF with respect to operations, maintenance, fueling, and other major functions with respect to DEF.

1.10 DEF Members Committee shall mean the committee established pursuant to Section 9.1 of this Agreement.

1.11 DEF Power Purchaser(s) shall, at any given time, refer to one or more other municipal utilities or pool of municipal utilities who are parties to agreements then in effect with MEC for sales of a portion of the Capacity, Energy, or related output from DEF. For the removal of doubt, City is a DEF Power Purchaser.

1.12 Delivery Point shall have the meaning assigned to it in Section 6.1.

1.13 Effective Date shall mean the date on which this Agreement is executed, as reflected on the signature page(s).

1.14 Energy means electric energy generated by DEF.

1.15 Event of Default shall have the meaning assigned to it in Section 13.1.

1.16 Governmental Authority shall mean any applicable federal, state, county, municipal or other government, quasi-government or regulatory authority, agency, board, body, commission, instrumentality, court or tribunal, or any political subdivision of any thereof.

1.17 Late Interest Rate shall mean, for any date, the lesser of (a) 1/365 of the sum of the per annum prime lending rate as may from time to time be published in *The Wall Street Journal* under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which published) plus two percentage points (200 basis points) and (b) the maximum rate permitted by applicable law. In applying the Late Interest Rate, interest shall be compounded daily.

1.18 MEC shall mean the Missouri Joint Municipal Electric Utility Commission doing business as the Missouri Electric Commission, and its permitted successors and assigns.

1.19 MEC New Entitlement shall mean the attributes of DEF (e.g., Capacity, Energy, ramp rate, ancillary services, and any other service, product, or other output DEF is capable of providing at any time during the operating life of DEF) to which MEC is entitled as a result of MEC's or its Affiliate's acquisition of an 11.7% interest. Based on prior performance and market rules applicable to DEF, the MEC New Entitlement would reflect approximately 75 MW of capacity, as such entitlement is determined based on the Net Available Capacity and availability of DEF, rounded to the nearest whole megawatt.

1.20 MEC Total Entitlement shall mean the total amount of attributes of DEF (e.g., Capacity, Energy, ramp rate, ancillary services, and any other service, product, or other output DEF is capable of providing at any time during the operating life of DEF) to

which MEC is entitled as a result of one or more agreements entered into by MEC or its Affiliate to acquire an interest in DEF. For the removal of doubt, the MEC Total Entitlement includes the MEC New Entitlement.

1.21 Net Available Capacity means the net capacity of the Plant, given ambient conditions, including any derating to take into account all relevant conditions and factors affecting or limiting the capability of the Plant to produce electric power at such time, including availability and quality of Fuel, any mechanical or other defects, breakdowns, malfunctions, and environmental and permit limitations then existing.

1.22 Operations Manual shall mean the manual setting forth the principles for the operation of DEF, including unit commitment, scheduling and dispatch procedures, in effect on the date hereof and as subsequently modified as established in the Participation Agreement.

1.23 Participation Agreement shall mean the agreement or set of agreements entered into by or on behalf of MEC or its Affiliate and any other holders of undivided interests in DEF, including all attachments, schedules, appendices and the like, as such agreements shall be amended and in effect from time to time, and as such agreements establish the terms and conditions of the entitlements to and obligations of the holders of all undivided interests in DEF, including MEC and its Affiliate.

1.24 Person shall mean an individual, a corporation, a partnership, a limited liability company, an association, a joint-stock company, a trust, an unincorporated organization or any government or political subdivision thereof.

1.25 Pro-Rata Share shall mean, at any given time, the fraction equal to (a) City's entitlement to Capacity, in whole megawatts, divided by (b) the total of all such whole megawatt quantities of all purchasers of the MEC Total Entitlement.

1.26 Purchase Percentage shall mean the 3.9% interest in DEF dedicated to the City pursuant to this Agreement. The Purchase Percentage shall be drawn exclusively from the MEC New Entitlement.

1.27 RTBM shall mean the Real Time Balancing Market operated by SPP.

1.28 RUC Process shall mean the Reliability Unit Commitment Process used by SPP in connection with the commitment of resources.

1.29 SPP shall mean the Southwest Power Pool, Inc., regional transmission organization or its successor.

1.30 Term shall mean the period in which this Agreement is in effect as set forth in Article Two.

1.31 Transfer shall have the meaning assigned to it in Section 11.1.

1.32 Transferee shall mean a Person to whom a Transfer is permitted and to whom a Transfer is made or proposed to be made, pursuant to Article Eleven.

1.33 Transferor shall mean a Party making or proposing to make a Transfer to another Person pursuant to Article Eleven.

1.34 True-Up Interest Rate shall mean, for any date, the lesser of (a) 1/365 of the per annum prime lending rate as may from time to time be published in *The Wall Street Journal* under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which published) and (b) the maximum rate permitted by applicable law. In applying the True-Up Interest Rate, interest shall be compounded daily.

ARTICLE TWO: TERM

2.1 Commencement of Term. This Agreement shall be effective and binding upon execution by the Parties as reflected on the signature page(s) below.

2.2 End of Term. This Agreement shall remain in effect until, and shall terminate upon, MEC's receipt of the City's payment in full of the final invoice properly rendered by MEC to the City under Section 8.8 for its allocable share of MEC's DEF costs, including amounts owed by MEC or its Affiliate under the Participation Agreement and any amounts owed with respect to MEC's bonds (including obligations under any related bond indenture or similar document) or other arrangements entered into by or on behalf of MEC to finance the pursuit and/or acquisition of DEF.

2.3 MEC Termination Option. MEC may, in its sole discretion, elect to terminate this Agreement without requiring from the City payment of a final invoice under Section 8.8, where the Agreement is terminated pursuant to Section 11.4 or as a result of an Event of Default by the City, and MEC agrees to assume, after termination, ongoing responsibility for and rights to the City's share of the output associated with the MEC New Entitlement; in such event, the City shall only be required to make payment to MEC of invoices for charges incurred under Sections 7.1 and 7.3 related to the period prior to the termination of this Agreement. Upon termination, each Party shall be released from all of its obligations under this Agreement other than those obligations arising prior to such termination and those obligations which survive termination of this Agreement pursuant to Section 16.13.

ARTICLE THREE: RELATIONSHIP TO OTHER CONTRACTS

3.1 Other Power Purchase Agreements.

a. *Emissions Allowances*. Some but not all power purchase agreements by which MEC sells DEF output may have an addendum appended to their agreements to set forth the obligations of purchasers electing to provide emissions allowances in kind pursuant to Section 7.3(c)(ii); as among purchasers who have elected such option, the applicable addenda shall be and shall remain identical.

b. *Other Agreements for the Sale of DEF Output*. As of the Effective Date of this Agreement, MEC is party to agreements, and from time to time may enter into additional agreements, for the sale of DEF output associated with the MEC Total Entitlement. The City acknowledges that actions or inactions by MEC counterparties pursuant to those agreements may require action by the Parties to preserve MEC's rights to the output associated with the MEC New Entitlement.

3.2 Relationship to Participation Agreement. The rights and other terms and conditions of MEC's or its Affiliate's use of the MEC Total Entitlement, including the use of the MEC New Entitlement, will be determined by the Participation Agreement. The Parties acknowledge that the terms of the Participation Agreement, including provisions related to the rights of other holders of undivided interest in DEF in the event of a default by MEC or its Affiliate with respect to any portion of the MEC Total Entitlement, will affect the Parties' rights hereunder. The Parties recognize and agree that the terms of this Agreement (and other agreements for the purchase of DEF output from MEC) shall be amended as necessary and/or appropriate to take into account the final executed version of, and subsequent changes to, the Participation Agreement and the Parties agree to make such amendments.

3.3 No Ownership Interest Conveyed. This Agreement does not create any ownership rights to the City with respect to DEF.

3.4 Relationship to Financial Contracts. MEC may sell bonds, notes or other evidence of indebtedness and may enter into other financial contracts to finance the MEC New Entitlement. Bonds may be sold in one or more series, and may be based on a fixed or variable rate of interest in accordance with a bond indenture. MEC may include various covenants in the bond indenture that are deemed in the beneficial interest of the purchasers from MEC of DEF output. Additional bonds may be sold and issued by MEC in accordance with the provisions of the indenture at any time and from time to time for the purpose of funding expenditures for additional facilities, enhancements, betterments or improvements related to DEF. MEC may incur other obligations, including interest rate hedge agreements, pursuant to the indenture, to achieve purposes deemed beneficial to DEF Power Purchasers. In the event that the Board of Directors deems it advantageous to refund any bonds, MEC may issue and sell refunding bonds in accordance with the indenture. Any such bonds, notes, additional bonds, refunding bonds or other financial contracts may be secured by the pledge made pursuant to the indenture of the payments required to be made by the City hereunder, payments required to be made by other DEF Power Purchasers, and of other MEC revenues attributable to DEF. The City and MEC acknowledge and agree that the terms of this Agreement, and the actions of the Parties pursuant hereto, must at all times be consistent with MEC's binding obligations under its financing documents.

ARTICLE FOUR: UNIT POWER SALE AND PURCHASE

4.1 Quantity of Power Purchase. Contingent upon the acquisition of the MEC New Entitlement by MEC or its Affiliate, MEC shall supply and deliver to City at

the Delivery Point, and City shall purchase and receive at the Delivery Point, pursuant to the terms and conditions of this Agreement, its share of the output associated with the MEC New Entitlement, in quantities based on City's Purchase Percentage, subject to the provisions below.

4.2 Commencement of Power Deliveries. Supply and delivery of the City's Purchase Percentage of the DEF output pursuant to this Agreement shall commence at the hour ending 0100 CPT on June 1, 2024.

4.3 End of Power Deliveries. Supply and delivery of the City's Purchase Percentage of the DEF output pursuant to this Agreement shall terminate when DEF has been taken out of service for purposes of retirement and decommissioning, or (if earlier) upon termination of this Agreement, or as otherwise agreed by the Parties.

ARTICLE FIVE: SCHEDULING AND AVAILABILITY

5.1 Scheduling Rights. In accordance with the Operations Manual, for each operating day the Energy Manager (as defined in the Participation Agreement) shall create offers in accordance with the market protocols for the full Net Available Capacity and submit such offer into the DA Market, RTBM, RUC process, and including ancillary services products as applicable. The City has the right to capacity, Energy and ancillary services up to its Purchase Percentage. The City may not utilize the Purchase Percentage, Capacity or Energy nor report ancillary services of another DEF Power Purchaser, except (a) with the express written consent of such other DEF Power Purchaser or as otherwise expressly permitted hereunder or in the Operations Manual or (b) if by written agreement of the DEF Power Purchasers, upon the Payment Default of a DEF Power Purchaser.

5.2 Option to Appoint MEC as Market Participant. The City shall have the option, but not the obligation, to appoint MEC as Market Participant for their share of DEF output.

5.3 Private Use Restrictions. Under no circumstances may any sales of DEF output be made by the City to any third party(ies) if such sales would cause MEC or any other DEF Power Purchaser to violate the "private business use" provisions of Sections 103 or 141 of the Internal Revenue Code, and applicable regulations promulgated thereunder. The scheduling and sales arrangements of the City under this Article Five must be made in a manner that comports with this limitation. In making any sales of DEF output to third parties, MEC shall ensure that it does not violate the "private business use" provisions of Sections 103 or 141 of the Internal Revenue Code as applicable to its DEF financing arrangements.

5.4 Record-Keeping. To the extent that MEC provides Market Participant services to the City, MEC shall maintain accurate records of the City's DEF schedules and sales, if any, on behalf of the City to other parties, all as implemented pursuant to this Article Five. MEC shall retain such records for three (3) years. The records relating to MEC's scheduling and disposition of DEF output on behalf of the City shall be made available to the City upon request, during normal business hours.

ARTICLE SIX: DELIVERY POINT AND TRANSMISSION

6.1 Delivery Point. The Delivery Point shall be the point at which DEF is connected to the interconnection provider's facilities pursuant to the final generator interconnection agreement for DEF. Title to the City's share of the output associated with the MEC New Entitlement shall pass from MEC to the City at the Delivery Point. As between MEC and the City, MEC shall be deemed to be in exclusive control of the DEF output from the point of generation to the Delivery Point. As between MEC and the City, the City shall be deemed to be in exclusive control of the DEF output at and from the Delivery Point.

6.2 Purchaser's Obligation to Obtain Transmission Service and Market Charges. The City shall have sole responsibility for obtaining and paying for transmission service from the Delivery Point. In addition, the City shall have sole responsibility for obtaining all other services and the payment of market charges (including associated ancillary services, losses, congestion-management costs, energy imbalance charges and/or credits of any kind including real-time energy charges incurred in centrally clearing markets, uninstructed deviation penalties, uplift charges/credits, and any other related costs imposed by any transmission owner or regional transmission organization) associated with the City's load or City's Purchase Percentage of DEF. Upon request, MEC shall assist the City in entering into the necessary service agreement(s) with applicable transmission provider(s), but shall not be responsible for transmission service or any market charges beyond the Delivery Point.

ARTICLE SEVEN: COST RESPONSIBILITY

7.1 General Principle. It is the Parties' intention that the City will be responsible for its proportionate share of (a) the financing costs for the acquisition of the MEC New Entitlement, (b) the fixed (other than financing) and variable costs MEC or its Affiliate incurs in connection with the MEC Total Entitlement in DEF, and (c) MEC's administrative and other reasonable costs associated with its role as power supplier to the DEF Power Purchasers and as a general supplier of power (which shall include an allocable share of MEC's general costs of providing power-supply services that are not directly assignable to any given project). The City's obligation to pay for its appropriate share of such costs shall be effective upon the Effective Date and continue until all amounts due hereunder are paid in full notwithstanding the occurrence of any event, or the taking of any action permitted by this Agreement. The provisions that follow are intended to implement, but not to narrow, this intention.

7.2 RESERVED.

7.3 Cost Responsibility. Upon commencement of power deliveries pursuant to Section 4.2, the City shall pay Capacity charges, Energy charges, and administrative charges that reflect the City's allocable share of the costs related to DEF and MEC's role as power supplier, and shall either pay emissions allowance charges that reflect MEC's emissions allowance costs or shall contribute emissions allowances in kind. The amount of emissions allowances to be either paid for or contributed in kind shall be net of any

applicable emissions allowance credits received by MEC (under the Participation Agreement or otherwise).

(a) Each month, the City's Capacity charge shall be the sum of (x) the City's responsibility for financing costs associated with the MEC New Entitlement and (y) the City's Pro-Rata Share multiplied by the other fixed costs.

(i) The City's responsibility for financing costs shall be the City's percentage share of the MEC New Entitlement multiplied by MEC's debt-service payments (both principal and interest) and other obligations incurred by or on behalf of MEC in financing any or all of the MEC New Entitlement, including deposits to any funds or accounts established pursuant to any financing documents or by the MEC Board of Directors (with due consideration of any input from members of the DEF Members Committee) in such amounts as are required by such financing documents or approved by MEC's Board of Directors by inclusion in MEC's annual budget.

(ii) The other fixed costs shall include MEC's or its Affiliate's share of costs of future DEF capital projects (replacements, improvements, etc.) and any other fixed costs that MEC or its Affiliate is obligated to bear under the Participation Agreement.

(iii) Capacity charges will be due in full even if DEF is unavailable or operating at reduced output levels for all or part of a month, whether or not the City has taken its full energy entitlement. Capacity charges shall not be affected by any permanent increase or decrease in the Net Available Capacity of a unit (except to the extent that such changes in Net Available Capacity increase or decrease the City's Pro-Rata Share).

(iv) The City shall be obligated to continue making monthly Capacity payments to MEC until MEC has fully discharged its debt obligations associated with the acquisition of the MEC New Entitlement (or until the City pays its final invoice pursuant to Section 8.8), even if DEF is prematurely retired.

(b) Each month, the City's DEF energy charge shall be calculated by multiplying that month's DEF energy rate (expressed on a per-megawatt-hour basis) by the City's DEF energy usage (in megawatt-hours) during the month.

(i) The monthly DEF energy rate shall be calculated by dividing MEC's total variable costs (except for emissions allowances and, if determined by the DEF Members Committee,

incremental costs that are to be directly assigned to particular users) in the month by the total energy produced by the MEC Total Entitlement during the month. The energy costs on which the energy rate is based shall be all variable costs paid by MEC or its Affiliate under the Participation Agreement (including, if applicable, any generation imbalance charges paid by MEC or its Affiliate in connection with DEF, even if such payments are made directly to a transmission provider rather than directly to a project management company), except for costs of emissions allowances and directly assigned incremental costs.

(c) The City may elect to pay a proportionate share of MEC's and its Affiliate's emissions allowance expenses under the Participation Agreement or to contribute emissions allowances in kind.

(i) If the City does not provide emissions allowances in kind pursuant to (ii) below, the City shall pay for emissions allowances. Each month, the City's charge for emissions allowances shall be equal to MEC's and its Affiliate's total cost of emissions allowances for operation of DEF during the month, multiplied by the fraction that the City's DEF energy usage during the month constitutes of the total DEF energy usage during the month of (A) all DEF Power Purchasers who have not elected to provide emissions allowances in kind plus (B) if applicable, MEC for its full-requirements purchasers and/or sales to third parties.

(ii) If the City elects to contribute emissions allowances in kind, it shall do so pursuant to terms and conditions to be set forth in an addendum hereto, which shall be based on MEC's and its Affiliate's obligations to provide emissions allowances under the Participation Agreement.

(d) The City's administrative charge each month shall be the sum of the following:

(i) the City's Pro-Rata Share of MEC's reasonable administrative and other related costs that are (1) directly assigned to DEF because they relate solely to the MEC Total Entitlement and other DEF output under the Participation Agreement or (2) allocated to DEF from the more general pool of MEC's costs generally associated with its role as a power supplier. Budgeting of such costs, as well as the direct assignment and allocation of costs, shall be determined by the MEC Board of Directors with due consideration of any input from members of the DEF Members Committee (or, if action by the Board of Directors is not reasonably achievable in a timely manner, by the MEC Executive Committee). MEC shall provide budgets and cost information to

support the determination of such cost allocations to the DEF Power Purchasers;

(ii) the City's Pro-Rata Share of any extraordinary DEF-related administrative costs incurred by MEC or its Affiliate's during the month.

(e) Each month, the City shall pay its allocable and/or directly assigned (as determined by the DEF Members Committee) share(s) of MEC's or its Affiliate's incremental DEF energy costs.

ARTICLE EIGHT: BILLING AND PAYMENTS

8.1 Timing and Method of Invoices. Charges will be billed to the City each calendar month, based on projected DEF costs (and, where applicable, projected usage) reasonably expected to be incurred in the following month. MEC shall prepare and render such monthly invoices using the most currently available budgets prepared by the responsible project management company and MEC and payment schedules for repayment of borrowed funds associated with the MEC New Entitlement. MEC shall provide each monthly invoice by e-mail and fax to the City on or before the fifth Business Day of the month.

8.2 Timing and Method of Payments. The City shall pay its invoiced amount by the 15th day of the month (provided, however, that the City shall not have less than seven (7) Business Days after issuance of the invoice in which to make its payment), via a bank wire transfer or ACH debit to MEC's bank account in accordance with the instructions provided in writing by MEC. Interest shall be payable on all amounts not paid on or before the payment due date, over the actual number of days elapsed from the payment due date to the date such amounts are paid, at the Late Interest Rate.

8.3 True-Ups. MEC shall prepare and issue true-up statements no less frequently than every six months, reconciling amounts invoiced and paid pursuant to cost and usage projections against actual costs and usage. Any overpayments by the City shall be credited on the next invoice provided to the City, and any underpayments shall be added to the next invoice provided to that City.

8.4 Disputes. If the City disputes any bill issued hereunder or the existence or extent of any obligation to make any payment hereunder, it shall nevertheless make payment of all bills when due in full with a written protest, submitted at the time of or subsequent to such payment, directed to MEC. Any such protest shall be subject to the limitations set forth in Section 8.6. When any dispute regarding payment is resolved, any refunds due shall be paid (or credited) within ten days thereafter, together with interest at the True-Up Interest Rate, based upon the actual number of days elapsed from the date paid until the date refunded or offset.

8.5 Audits. Not more than once per calendar year after the commencement of unit power deliveries, the DEF Power Purchasers may conduct an audit of (i) records maintained by MEC in conjunction with DEF power sales and purchases, and (ii) all

costs charged to DEF Power Purchasers. If a DEF Power Purchaser wishes to initiate such an audit, it shall offer the other DEF Power Purchasers the opportunity to participate. For the removal of doubt, if the City does not participate in an audit initiated by another DEF Power Purchaser, the City may not initiate a separate audit until the following calendar year. The costs of such audits shall be borne by the participating DEF Power Purchasers, either directly or through reimbursement to MEC. MEC shall cooperate with one such audit in a given calendar year, by making available documents and other information reasonably requested in connection therewith, during normal business hours.

8.6 Restriction on Challenges. No challenge may be raised by the DEF Power Purchasers with respect to the validity of costs incurred by MEC or its Affiliate under the Participation Agreement (including challenges to the correctness and/or prudence of such costs) except to the extent that MEC or its Affiliate can in turn raise the challenge under the Participation Agreement, and the resolution of any such challenge under the Participation Agreement shall be dispositive as between the DEF Power Purchasers and MEC.

8.7 Pass-Through of Refunds. If, pursuant to the Participation Agreement, MEC or its Affiliate receives any refunds (as opposed to credits against its monthly bills, which will simply reduce MEC's costs to be passed through to the DEF Power Purchasers) of any DEF costs, it shall promptly pay to the City an appropriate share of such refunds, based either on the City's energy usage for the applicable period of the refund, if the refunds relate to variable costs, or on its Pro-Rata Share if the refund relates to Capacity charges.

8.8 Final Invoice and Payment. Within 10 Business Days after MEC has determined its total costs relating to DEF following the earliest to occur of the following: (i) all of MEC's participation in the DEF project is terminated (including MEC's participation through an Affiliate), (ii) DEF is retired, or (iii) early termination by the City pursuant to Section 2.3, MEC shall prepare and present to the City a final invoice for City's Purchase Percentage of MEC's or its Affiliate's DEF costs incurred but not reimbursed. The City shall submit payment of its final invoice within 10 Business Days. MEC shall provide as much advance notice as practicable as to the amount (or estimate thereof) and timing of the final invoice.

8.9 Unconditional Nature of Payment Obligation. All amounts payable by the City under this Agreement shall be due whether or not DEF is operating or operable or its output is suspended, interrupted, interfered with, reduced or curtailed or terminated in whole or in part, and such payments shall not be subject to any reduction, whether by offset, counterclaim, recoupment or otherwise, and shall not be conditioned upon the performance or nonperformance of MEC, its Affiliate or any other person under this Agreement or any other agreement for any cause whatsoever.

ARTICLE NINE: INFORMATION REGARDING DEF

9.1 DEF Members Committee. The President and CEO of MEC shall be the administrator of this Agreement. MEC shall communicate information regarding DEF to the City and any other purchasers from MEC of DEF output and interested MEC members and advisory members, and will provide such parties the opportunity to advise the MEC Board of Directors and staff regarding DEF matters, through a new DEF Members Committee, whose members will consist of representatives of all purchasers from MEC of DEF output and full-requirements customers of MEC (if MEC dedicates a portion of the MEC Total Entitlement for service to its full-requirements customers). No entity entitled to have a member on the DEF Members Committee shall have more than one representative. The Committee may nominate an individual to serve as MEC's representative on the DEF Management Committee under the Participation Agreement. Any such nomination and service on the Management Committee will be subject to approval by the MEC Board of Directors. The DEF Members Committee will make recommendations and decisions on actions to be taken and votes to be cast by MEC's representative on the DEF Management Committee under the Participation Agreement. All decisions of the MEC Board of Directors regarding DEF shall give due weight to recommendations made by the DEF Members Committee. Financing activities related to the MEC New Entitlement shall be subject to Section 9.4.

9.2 Provision of Information Obtained Under the Participation Agreement. The Parties recognize that MEC's ability to obtain information about DEF to provide to the City will be governed by the Participation Agreement. MEC shall:

(a) In a timely fashion transmit to the City information about DEF that MEC receives regarding (1) operating matters (*e.g.*, scheduled and unscheduled outages, variations in operating Capacity of the unit) and (2) matters that are expected to affect costs over the long term (*e.g.*, capital improvements, changes in environmental requirements).

(b) Make reasonable efforts to obtain any specific DEF information requested by the City (or the DEF Members Committee), pursuant to the terms of the Participation Agreement.

(c) Upon request by the City (or the DEF Members Committee) make available, at a reasonable time and location, any and all information regarding DEF in MEC's possession, including DEF budget information it obtains pursuant to the Participation Agreement.

9.3 MEC Budgets. MEC's projected costs of DEF and its reasonable costs associated with its role as power supplier shall be included in a DEF Annual Budget which shall be incorporated in MEC's annual budget. The City shall have the right to review and have input on the DEF Annual Budget via the DEF Members Committee.

9.4 MEC Financing Activities.

(a) The City shall have the right to be informed of and have input on, via the DEF Members Committee, MEC's decisions as to the appropriate financial instruments to use to finance the MEC New Entitlement in DEF, pursuant to Section 3.4, including decisions as to risk mitigation and the use of lowest-cost financing options.

(b) MEC shall submit all proposed financing plans related to its DEF interest to the DEF Members Committee. Except as provided in Section 9.4(c), the DEF Members Committee shall present to MEC its assessment of whether a proposed financing is in the best interest of a majority of the DEF Power Purchasers, and MEC's full-requirements customers if MEC dedicates a portion of the MEC Total Entitlement for service to its full-requirements customers, prior to MEC's submission of any DEF financing to the MEC Board of Directors for approval. If appropriate, the DEF Members Committee may at the same time present to MEC any recommended changes to MEC's proposed financing plan. The final approval of any financing shall be made by the MEC Board of Directors.

(c) Notwithstanding Section 9.4(b), the MEC Board of Directors shall have the right to approve any financing for DEF, without receiving a recommendation from the DEF Members Committee, if it is necessary to conduct the initial financing arrangements before the DEF Members Committee is formed (in which case MEC shall contact the City's representative to inform the City and allow the City to comment upon MEC's financing activities) and/or if such financing is necessary to avoid a default under any DEF financing agreement.

9.5 Confidentiality. The Parties recognize that some or all of the DEF information provided by MEC to the City hereunder, either orally or in writing, will be deemed confidential and subject to certain restrictions pursuant to the Participation Agreement. The City hereby agrees to abide by all such restrictions on the use of confidential DEF information it obtains hereunder. The confidentiality provisions of the Participation Agreement are set forth in Schedule 9.5 of this Agreement, which Schedule is attached hereto and made a part hereof by reference. If any subsequent amendment to the Participation Agreement modifies such provisions, Schedule 9.5 shall be deemed to be amended to reflect the then-current confidentiality provisions. The Parties recognize that any confidentiality restrictions hereunder must be consistent with applicable open-meeting laws.

ARTICLE TEN: LIABILITY AND INDEMNIFICATION

10.1 Indirect Protections. The Parties recognize that operation of DEF will be governed by the Participation Agreement and agreements between MEC or its Affiliate on the one hand and Dogwood Energy LLC, other DEF Participants, Dogwood Power Management, LLC, a project management company, or a combination thereof, on the

other hand, as they may be amended from time to time. These contracts include provisions to protect MEC against delays, failure of the unit to meet certain operating criteria, and the like. The contracts provide for insurance coverage for DEF. The Parties acknowledge that the City shall indirectly be protected by these provisions (although the City shall not have any right to directly enforce any such provisions as a third-party beneficiary under the Participation Agreement or such contracts).

10.2 No MEC Liability for Operation of DEF. In recognition of the provisions and protections described in Section 10.1, and of the fact that MEC or its Affiliate as a holder of a minority interest in DEF will have no significant control over the operation of DEF, the City shall, to the fullest extent permitted by law, indemnify MEC and its Affiliate, and neither MEC nor its Affiliate shall have any liability whatsoever to the DEF Power Purchasers, individually or collectively, with respect to the operation of DEF, or for any actions, omissions, decisions, errors, negligence, or other behavior of the Persons that will be responsible for operating the plant. The Parties acknowledge that the actual operation costs of DEF will likely vary from the figures set forth in any DEF project budgets provided by MEC or the project management company during commercial operations, and that MEC's provision of such estimates to the City shall not limit the City's obligation hereunder to pay its share of the actual costs.

10.3 General Indemnification of MEC. The City expressly agrees, to the fullest extent permitted by law, to indemnify, hold harmless and defend MEC and its Affiliate against any and all claims, liability, costs or expenses (including without limitation attorneys' fees and expenses) for loss, damage or injury to persons or property in any manner directly or indirectly connected with or growing out of MEC's or its Affiliate's role as a holder of the MEC Total Entitlement and/or the generation, transmission or distribution of DEF output, unless such loss, damage or injury is the result of bad faith, gross negligence, or reckless or willful misconduct of MEC, its Affiliate or MEC's employees acting within the course and scope of their employment.

10.4 Waiver of Indirect Damages. To the fullest extent permitted by law, neither Party shall be liable to the other for punitive, indirect, exemplary, consequential, or incidental damages arising in connection with this Agreement.

ARTICLE ELEVEN: ASSIGNMENT

11.1 General Limitations on Transfers. Except as otherwise provided in this Article Eleven, neither Party may sell, lease, assign, transfer, convey or otherwise dispose of in any manner, directly or indirectly (collectively, "Transfer") all or any part of its rights, obligations, benefits, advantages, titles and interest in this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed, and any such Transfer in contravention of this Article Eleven shall be null and void *ab initio*. For purposes of this Section, any ground that is reasonably likely to have an adverse effect on the non-transferring Party may constitute a ground for withholding or conditioning its consent and shall be described to the Transferor in reasonable detail if consent is denied.

11.2 Notice of Proposed Transfer. If a Party desires to Transfer its interest in this Agreement, then no less than 90 days prior to such proposed Transfer, the Transferor shall provide written notice thereof to the other Parties. The notice shall identify the proposed Transferee and the date on which the Party proposes to effect the Transfer.

11.3 Transfers by MEC. If necessary in connection with any transfer by MEC or its Affiliate of all or the portion of the MEC New Entitlement necessary to fulfill its obligations to the City under this Agreement to any successor or assignee entity pursuant to the Participation Agreement, MEC may, in its sole discretion, assign this Agreement and Transfer all of its rights and obligations hereunder to such entity. MEC shall not be required to obtain the City's consent for any such Transfer. MEC may also assign its interest in this Agreement to a trustee or other Person as is necessary in connection with the financing of all or the portion of the MEC New Entitlement necessary to fulfill MEC's obligations to the City under this Agreement, and shall not be required to provide advance notice to the City of, or obtain the City's consent to, any such assignments made for financing purposes.

11.4 Transfers by the City. If the City proposes to Transfer its interest in this Agreement, MEC shall, if permitted by the provisions of any applicable bond indenture or financing agreement, have the right to terminate this Agreement effective as of the proposed Transfer date, with the result that MEC re-acquires the rights to the DEF output sold to the City hereunder, and the City is released from its obligations hereunder, effective as of the date of termination pursuant to Section 2.2. If MEC chooses to exercise this right, it shall provide notice of its election to the City no later than 15 days after receiving the notice provided by the City pursuant to Section 11.2. If MEC chooses not to exercise this right, the proposed Transfer may go forward if MEC consents. The Parties acknowledge and agree that any such consent may reasonably be conditioned on such matters as (a) the Transferee's creditworthiness, (b) the Transferor's agreement to pay off its share of MEC's bonds or other obligations issued to finance DEF and/or (c) other mutually agreeable arrangements regarding Transferor's responsibility for such bonds or other obligations.

11.5 Conditions Required for Permitted Transfers. As a condition precedent to any permitted Transfer hereunder:

(a) at the time of the Transfer, either (i) the Transferor must not be in default of any of its material obligations under this Agreement or (ii) such default must be cured on or prior to the date of the Transfer; and

(b) the Transferor shall deliver to the other Parties documents evidencing to a reasonable degree of satisfaction Transferee's acceptance of the Transfer and assumption of all of the Transferor's obligations under this Agreement.

11.6 Prohibited Transfers. Notwithstanding anything in this Article Eleven, no Transfer of this Agreement will be permitted if it would jeopardize the tax-exempt status of MEC's bonds or other obligations or if it would violate the Participation Agreement.

ARTICLE TWELVE: DISPUTE RESOLUTION

12.1 Dispute Notice. If a dispute arises between the Parties, then the aggrieved Party may provide written notice thereof to the other Parties, including a detailed description of the subject matter of the dispute.

12.2 Negotiations. Representatives of the Parties shall in good faith attempt to resolve such dispute by informal negotiations within ten Business Days from the date of receipt of a dispute notice under Section 12.1.

12.3 Involvement of Senior Executives. If the dispute is not resolved within ten Business Days following receipt of the dispute notice or such later date as the Parties may mutually agree, then each Party shall promptly designate its most senior executive responsible for the subject matter of the dispute who shall have authority to resolve the dispute. The senior executives shall obtain such information as may be necessary to inform themselves of the substance and particulars of the dispute and shall meet within 20 Business Days, at a time and place mutually acceptable to the senior executives.

12.4 Resolution in Courts. If the senior executives are unable to resolve the dispute within 20 Business Days of their first meeting or such later date as the senior executives may mutually agree, then the dispute shall, subject to Section 12.5, be resolved solely and exclusively by the state courts situated in Boone County, Missouri or the United States District Court for the Western District of Missouri, and applicable appellate courts.

12.5 Agency Jurisdiction. Notwithstanding anything to the contrary in Section 12.4, the Parties acknowledge and agree that a dispute over which a Governmental Authority has exclusive jurisdiction shall, in the first instance, be brought before and resolved by such Governmental Authority.

ARTICLE THIRTEEN: DEFAULT AND REMEDIES

13.1 Events of Default. The following shall be Events of Default under this Agreement:

(a) The failure of the City to make a payment when due under this Agreement (a "Payment Default"); or

(b) The failure of a Party to perform or abide by any material obligation under this Agreement, other than payment, within 60 days of receipt of written notice of non-performance; *provided, however*, that if such default cannot be cured within such 60-day period, no Event of Default shall occur for so long as the non-performing Party is diligently pursuing a cure, and such non-performance is curable; or

(c) The commencement, with respect to a Party, by such Party or by another person or entity of a bankruptcy, reorganization, moratorium, liquidation or similar insolvency proceeding or other relief under any

bankruptcy or insolvency law affecting creditors' rights or a petition is presented or instituted for its winding-up or liquidation.

13.2 Remedies. If a Party fails to perform or breaches any of its material obligations under this Agreement, then the non-defaulting Parties shall be entitled to exercise all remedies available to it at law or in equity (except as limited in Section 13.6). The Parties acknowledge and agree that monetary damages may not be an adequate remedy at law for the failure of a Party to perform certain material obligations under this Agreement, and under such circumstances, the non-defaulting Parties shall have the right to specific performance by the defaulting Party of such obligations under this Agreement.

13.3 Suspension of Scheduling Rights. If the City has committed a Payment Default that has not been cured within five (5) days after notice of such default has been provided by MEC, MEC may temporarily suspend all or a portion of the City's rights to DEF output. During any period of suspension under this Section 13.3, the City's share of DEF output shall revert to MEC to be disposed of by MEC at MEC's discretion; provided that MEC shall be obligated to mitigate its losses resulting from the City's Payment Default by exercising reasonable efforts to sell the reverted DEF output; and provided further, that the City's obligation to make payments under this Agreement shall not be eliminated or reduced except to the extent MEC has mitigated its losses. Such suspension and disposition of the share of reverted DEF output shall continue until the earlier of (i) the cure of such Payment Default or (ii) the City's rights under this Agreement have been permanently transferred or sold in accordance with Section 13.5.

13.4 Termination of Entitlement. If at any time the City fails to cure a Payment Default within sixty (60) days, its rights under this Agreement shall immediately and permanently be terminated; provided, however, that the City's obligation to make payments under this Agreement shall not be eliminated or reduced except to the extent provided in Section 13.5. MEC shall promptly provide notice of any such termination to all purchasers from MEC of DEF output.

13.5 No Termination by the City. In response to any Event of Default by MEC, the City shall not have the right to terminate this Agreement.

13.6 No Liability of MEC Relating to Provision of Information. Notwithstanding any provision to the contrary contained in this Agreement, the Parties acknowledge and agree that MEC shall not be liable for monetary damages to the City arising from or in connection with any reports, notices, certificates, documents, information or data of any kind or nature (whether or not prepared by or on behalf of MEC) provided to the City pursuant to or in connection with this Agreement.

ARTICLE FOURTEEN: REPRESENTATIONS AND WARRANTIES

14.1 MEC's Representations. MEC hereby makes the following representations, warranties and covenants to the City as of the Effective Date and through the end of the Term:

(a) MEC is a governmental entity and body public and corporate duly organized, validly existing and in good standing under the laws of the State of Missouri, and has the legal power to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

(b) The execution, delivery and performance by MEC of this Agreement have been duly authorized by all necessary action.

(c) This Agreement constitutes the legal, valid and binding obligation of MEC, enforceable in accordance with its terms.

(d) There is no pending, or to the knowledge of MEC, threatened action or proceeding affecting MEC before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, MEC's sole continuing covenant with respect to this Section 14.1(d) shall be to take all necessary and reasonable actions to defend the enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.

14.2 The City's Representations. The City hereby makes the following representations, warranties and covenants to MEC as of the Effective Date and through the end of the Term:

(a) The City is a municipality, political subdivision of the State of Missouri, or both, and has the legal power to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

(b) The execution, delivery and performance by the City of this Agreement have been duly authorized by all necessary action.

(c) This Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

(d) There is no pending, or to the knowledge of the City, threatened action or proceeding affecting the City before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, the City's sole continuing covenant with respect to this Section 14.2(d) shall be to take all necessary and reasonable actions to defend the enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.

(e) The City is and shall remain throughout the term of this Agreement a member or advisory member of MEC.

(f) The City is and shall remain throughout the term of this Agreement a "political subdivision" of the state of Missouri within the meaning of Section 103(a) of the Internal Revenue Code.

(g) The City will establish, maintain and collect such rates, fees and charges for the electric service of its electric utility system so as to provide revenues at least sufficient to enable the City to make all payments required to be made by it under this Agreement and any other agreements with respect to its electric utility.

(h) The obligations of the City to make payments under this Agreement shall be limited to the obligation to make payments from revenues of its electric utility system and available electric utility system reserves. All payments made by the City pursuant to this Agreement shall constitute operation and maintenance expenses of its electric utility system. The City shall not be obligated to levy any taxes for the purpose of paying any amount due under this Agreement. The City shall not issue any evidence of indebtedness with a lien on electric system revenues that is prior to the payment of operating and maintenance expenses.

(i) The City covenants to maintain its electric system in good repair in accordance with Good Utility Practice, to cooperate with MEC, and to keep accurate records and accounts.

(j) The City shall not sell, lease or otherwise dispose of all or substantially all of its electric system, nor shall the City assign all or any part of its Pro-Rata Share or any or all of its interests under this Agreement, except upon the approval of MEC pursuant to Article 11, such approval not to be unreasonably withheld or delayed.

(k) The City shall not use or permit to be used any of its share of the DEF output associated with the MEC New Entitlement acquired under this Agreement, or to operate its system in any manner or for any purpose, or take or omit to take any action which could, either alone or in conjunction with any other similar actions by the City or other purchasers from MEC of DEF output, result in loss of the exclusion from gross income for federal income tax purposes of the interest on any bonds issued or thereafter issuable by MEC for DEF.

ARTICLE FIFTEEN: CREDITWORTHINESS

The City shall provide such financial information and operating data as MEC is required to obtain from the DEF Power Purchasers to fulfill MEC's obligations under the Participation Agreement and/or the continuing disclosure requirements of Rule 15c2-12

adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

ARTICLE SIXTEEN: MISCELLANEOUS

16.1 Applicable Law. The rights and obligations of the Parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Missouri, without regard to conflicts of law doctrines.

16.2 Jury Trial. EACH OF THE PARTIES WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

16.3 Notices. Unless otherwise expressly provided for in this Agreement, all communications and notices to a Party in connection with this Agreement shall be in writing, by facsimile or by email, and any such notice shall become effective (a) upon personal delivery thereof, including by overnight mail or next Business Day or courier service, (b) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, (c) in the case of notice by facsimile, upon transmission thereof, provided that in addition to such transmission a confirmation copy of the notice is also provided promptly by either of the methods set forth in clause (a) or (b) above, or (d) in the case of email, upon transmission thereof, provided that in addition to such transmission a confirmation copy of the notice is also provided by either of the methods set forth in clause (a) or (b) above. All notices provided by the means described in clauses (a), (b), (c) or (d) above shall be addressed as follows, or to such other address as any Party may designate by written notice to the other Parties.

For notice to MEC:

Missouri Electric Commission
2200 Maguire Blvd.
Columbia, MO 65201
Attention: President and CEO
Telephone: (573) 445-3279
FAX: (573) 445-0680

With a copy to e-mail: contractnotices@mpua.org

For notice to City:

Carthage Water & Electric Plant
Attention: General Manager
627 W. Centennial Ave. Carthage, MO 64836
Telephone: (417) 237-7300

With a copy to e-mail:
cbryant@cwep.com
cludwig@cwep.com
mkirby@cwep.com

16.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

16.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law; but if any provision of this Agreement shall be prohibited by or deemed invalid under any applicable Law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

16.6 Parties Bound. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

16.7 Third-Party Beneficiaries. Except as expressly provided herein, none of the provisions of this Agreement are intended for the benefit of any Person other than the Parties, their respective successors and permitted assigns.

16.8 Entire Agreement. This Agreement states the rights of the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, oral or written, with respect thereto.

16.9 Headings and Table of Contents. Section headings and the table of contents used in this Agreement (including headings used in any schedules, addenda annexes and/or exhibits attached hereto) are for convenience of reference only and shall not affect the construction of this Agreement.

16.10 Schedules and Addenda. The Schedules and Addenda together with all attachments referenced therein, are incorporated herein by reference and made a part hereof.

16.11 Amendments and Waivers.

(a) This Agreement may not be amended, supplemented or otherwise modified, other than pursuant to an instrument or instruments in writing executed by the

Parties. The Parties acknowledge that the documents to be entered into by MEC in connection with the financing of all or a portion of its Undivided Interest in DEF may contain provisions restricting the right of the Parties to amend, modify or alter this Agreement.

(b) No waiver by either Party of any one or more defaults by the other Party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature. Any delay, less than any applicable statutory period of limitations, in asserting or enforcing any rights under this Agreement shall not be deemed a waiver of such rights. Failure of either Party to enforce any provisions hereof shall not be construed to waive such provision, or to affect the validity of this Agreement or any part thereof, or the right of the Party thereafter to enforce each and every provision thereof.

16.12 No Joint Venture. Any intention to create a joint venture or partnership relation between or among the Parties is hereby expressly waived.

16.13 Survival. Except for Articles Ten, Twelve and Thirteen, Section 9.4, and Article Eight (to the extent applicable to obligations arising prior to termination), which shall survive termination of this Agreement, and except as otherwise expressly provided in this Agreement, the representations, warranties and obligations of each Party contained in this Agreement shall not survive the termination of this Agreement either in its entirety or as to a particular Party in accordance with its terms.

16.14 Further Assurances. Each Party shall promptly and duly execute and deliver such further documents and assurances for and take such further actions reasonably requested by the other Parties, all as may be reasonably necessary to carry out the purposes of this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed and delivered under seal by its duly authorized representative as of the date set forth below.

MISSOURI ELECTRIC COMMISSION

By: _____
Name: John Twitty
Title: President and CEO

Dated: _____

CITY OF CARTHAGE

By: _____
Name:
Title: Mayor

Dated: _____

SCHEDULE 9.5

Participant Agreement confidentiality provisions:

"Confidential Information" has the meaning specified in Section 19.13.

Section 19.13 Confidentiality. No Participant shall disclose or otherwise make available to any other Person (other than such Participant's Affiliates, employees, officers, directors, legal advisors, financial advisors, rating agencies and accountants, and current or prospective lenders, Participant Lenders or prospective purchasers provided each such Person agrees to maintain the confidentiality of such information) the terms of this Agreement and the Books and Records ("Confidential Information") without the prior written consent of the other Participants, except to the extent that disclosure of such Confidential Information is required by court order, a Governmental Authority or Applicable Law (including the Kansas Open Records Act (KORA), K.S.A. 45-215 et seq., as amended, the Kansas Open Meetings Act (KOMA), KSA 75-4317 et seq., the Missouri Sunshine Law, Mo. Rev. Stat. § 610.010 et seq, and any federal or state securities Laws) or the rules of any recognized national stock exchange. Confidential Information shall not include information which (a) the Participant can demonstrate was known to it prior to its disclosure by another Participant; (b) is, or later becomes, public knowledge without breach of this Section 19.13 by such Participant; (c) was received by such Participant from a Third Party without obligation of confidentiality; or (d) is developed by such Participant independently from Confidential Information received from the other Participants, as evidenced by appropriate documentation. In the event that disclosure of Confidential Information in the possession of a Participant is required by any Governmental Authority, Applicable Law (other than KORA, KOMA, the Missouri Sunshine Law, or any federal or state securities Laws) or the rules of any recognized national stock exchange, the Participant subject to such requirement shall promptly notify the other Participants of the request or demand. Any Participant receiving notice of such disclosure requirement may, at its own expense, intervene to prevent disclosure or to seek to obtain confidential treatment for all or a portion of the Confidential Information required to be disclosed. Notwithstanding the foregoing, Participants are authorized to disclose to the public any information necessary for the Participant's compliance with Federal Securities Laws related to the issuance of any financing obligations, or to comply with reasonable requests from any underwriters, prospective lenders or rating agencies.

2024.01

A RESOLUTION OF THE CARTHAGE WATER AND ELECTRIC PLANT BOARD RECOMMENDING AND REQUESTING THAT THE CITY COUNCIL OF THE CITY OF CARTHAGE, MISSOURI, ENTER INTO AN AMENDED AND RESTATED UNIT POWER PURCHASE AGREEMENT WITH MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION D/B/A MISSOURI ELECTRIC COMMISSION.

WHEREAS, the City of Carthage, Missouri (the "City"), and the Missouri Joint Municipal Electric Utility Commission d/b/a Missouri Electric Commission (the "Commission") have previously entered into an Amended and Restated Unit Power Purchase Agreement dated March 14, 2023 (the "Original Power Purchase Agreement"), pursuant to which the City agreed to purchase from the Commission all of the capacity, energy, and related output to be provided from a portion of the Commission's acquisition of an additional 11.7% ownership interest (approximately 75 MW) in the Dogwood Energy Center, a natural gas combined cycle electric generating facility located in Cass County, Missouri (the "Source"); and

WHEREAS, under the terms of the Original Power Purchase Agreement, the parties agreed that 3.9% (approximately 25 MW) of the Commission's additional 11.7% interest in the Source will be dedicated to the City; and

WHEREAS, The Carthage Water and Electric Plant Board (the "CWEP") hereby finds and determines that it is necessary and desirable to amend and restate the Original Power Purchase Agreement and hereby recommends and requests that the City to enter into an Amended and Restated Unit Power Purchase Agreement with the Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CARTHAGE WATER AND ELECTRIC PLANT BOARD, AS FOLLOWS:

Section 1. Approval of Amended and Restated Unit Power Purchase Agreement. CWEP hereby recommends and requests the City Council adopt an ordinance approving the Amended and Restated Unit Power Purchase Agreement (the "Amended Power Purchase Agreement"), in substantially the form submitted to and reviewed by CWEP on the date hereof. CWEP hereby covenants and agrees to perform any and all duties and obligations incurred by the City on behalf of CWEP in and by the provisions of the Amended Power Purchase Agreement.

Section 2. Further Authority. The Board President, Board Vice President, CWEP General Manager, and other officers and representatives of CWEP are hereby authorized and directed to take such action as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with, and perform the duties of the CWEP with respect to the Power Purchase Agreement.

Section 3. Effective Date. This resolution shall become effective upon its adoption by the Board.

Dated this 21st day of March, 2024.

President

ATTEST:

Secretary

RESOLUTION NO. ___2035___

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

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

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

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

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

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

That the City of Carthage, Missouri accepts a donation of $5,000 from Carthage Youth Baseball for Little League equipment, in the City of Carthage.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

_____

Dan Rife, Mayor

ATTEST:

_____

Miranda Deal, City Clerk

Sponsored by Public Service Committee

CITY ADMINISTRATOR'S OFFICE DONATION REPORT:

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

There will be no adverse impact of acceptance of the monetary contributions. The Budget Ways & Means Committee will meet to determine a recommendation on the appropriation of these funds. It is recommended that the funds be placed in the General Revenue Fund budget pending Budget Ways & Means Committee recommendations for City Council action regarding appropriations of said funds.

RESOLUTION NO. ___2036___

A RESOLUTION APPROVING THE DECLARATION AS SURPLUS TO THE CITY'S NEEDS AND AUTHORIZING THE DISPOSITION OF CERTAIN PARKS DEPARTMENT EQUIPMENT OUTLINED IN EXHIBIT A.

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 Parks and Recreation Director has discussed, and the Public Service Committee recommends, declaring the attached listed equipment 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 items attached in Exhibit A and incorporated herein are 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

Public Services Committee

Carthage Memorial Hall Surplus

- 32 Broken Metal Chairs
- 1 Broken Metal Desk
- DMV Office Desk
- Book Shelf "Built-ins"
- 3 Old Rolling Chairs

Carthage Parks and Recreation Surplus

- Scoreboard

RESOLUTION NO. ___2037___

A RESOLUTION OF THE CITY OF CARTHAGE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MW FENCE FOR REMOVAL AND RELOCATION OF GATE AND FENCING AT CARL LEWTON STADIUM IN THE AMOUNT OF $8,881.23, IN THE CITY OF CARTHAGE, MISSOURI.

WHEREAS, continued improvements are needed to continue baseball at Carl Lewton Stadium in the City of Carthage.

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

WHEREAS, the fence removal and gate relocation will help to secure the parks department equipment,

WHEREAS, A total budget of $150,000 has been allocated for the renovation of Carl Lewton Stadium, $8,881.23 which falls within the remaining funds available for the project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, the Mayor, is authorized to enter into the attached bid agreement for removal and relocation of gate and fencing at Carl Lewton Stadium, Carthage, Missouri.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

_____
Dan Rife, Mayor

ATTEST:

_____
Miranda Deal, City Clerk

Sponsored by: Public Service Committee

MW Fence Co, LLC

385 S. Central City Rd. Joplin, MO 64801

Micah Woodward -Owner

417-437-2012 info@mwfenceco.com

Job Proposal for:

Carthage Parks and Recreation Dept.

Ball Park Entrance

MW Fence Co. has been an industry leader for residential and commercial fence installation since 2004, and as a licensed, bonded, and insured company, we have been the trusted contractor for the public and countless businesses in the surrounding area. Specialized training and our belief in using top-quality products at an affordable cost has led us to being the highest rated fence company in the area for multiple years.

Projected Timeline:

Projected start date as of 02/15/2024 is tentatively the week of March 18, 2024 barring any unforeseen setbacks.

Cost:

Total cost breakdown information is included in the attached estimate pages.

ESTIMATE

MW FENCE CO LLC
385 S Central City Rd
Joplin, MO 64801
(417) 437-2012

MW FENCE CO
MWFENCECO.COM
(417) 437-2012

ALMANDINGER, ABI
Job #3086 - Ballpark Entrance
1335 W CENTRAL AVE
CARTHAGE, MO

Estimate #	4100
Date	2/8/2024

Item	Description	Qty	Price	Amount
Material type				
CLF-CMG-72-BL	Chain link fence, heavy commercial grade black, 72" tall (no barbwire)	1.00	$0.00	$0.00
SCOPE OF WORK				
SCOPE OF WORK	Materials and installation for up to 170 ft of 6' tall heavy commercial grade black chain link fence and 1) 20 ft wide cantilever gate/s (supplied by customer) Cantilever gate to be modified by adding an additional 5 ft of gate, changing out fabric and painted black to match the rest of the fence. SEE ATTACHED DRAWING FOR DETAILS	1.00	$0.00	$0.00
Warranty	MW FENCE WARRANTIES WORK FOR 1 YR FROM COMPLETION DATE OF INSTALLATION. WARRANTY IS FOR IMPROPER INSTALLATION OF PRODUCT ONLY. PRODUCTS WITH WARRANTY VARIES BY INDIVIDUAL MANUFACTURER.	1.00	$0.00	$0.00
MATERIAL AND LABOR COST				**$8,881.23**
DISCLAIMER				

Item	Description	Qty	Price	Amount
DISCLAIMER	We are fully insured to include Workmans Compensation and General Liability for your protection and ours! Underground Damage Release: Property owner agrees not to hold MW Fence Co., LLC responsible for any damage that may occur to any privately owned water or sewer pipes, or to any other unknown items susceptible to damage beneath the ground where fencing is to be located unless MW FENCECO LLC is notified of such items being present and are clearly marked before excavation begins. NOTE: PRIVATELY OWNED ITEMS ARE ITEMS OWNED BY PROPERTY OWNER SO THEREFORE PUBLIC UTILITY LOCATE SERVICES (1 CALL) WILL NOT LOCATE THEM. Additionally, Purchaser takes full responsibility for the location of the fence assuring that the fence layout is inside the Purchasers property line. Changes: If anything from this signed order and/or installation agreement changes, contact your salesperson promptly. Our installers cannot make changes without you first contacting your salesperson. Any changes from this agreement or request for additional work may result in additional charges over and above the sum set out in the original agreement. Unpaid Balance: Any unpaid balances will be charged an interest fee of 1 12 percent per month on the unpaid balance unless noted on front of agreement. Purchaser agrees to pay all attorney fees and litigation expenses incurred by MW Fence Co., LLC to collect any sum due under this agreement. Insurance: All employees of MW Fence Co., LLC will be covered by workers compensation insurance. This project will be covered by general liability insurance. Certificates will be made available upon request. PAYMENT TERMS ARE 50% DOWN DUE UPON ACCEPTANCE OF THIS PROPOSAL/BALANCE DUE AT COMPLETION Acceptance of Quote: By signing below or via digital signature and/or payment of deposit, you authorize MW Fence Co., LLC to provide above materials and/or installation of above materials. Payment will be made per terms above. I agree to all conditions and clauses on all pages of this quote. Please make checks payable to: MW FENCE CO., LLC 385 S CENTRAL CITY RD JOPLIN MO 64801	1.00	$0.00	$0.00

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.

CONSENT OF OWNER

CONSENT IS HEREBY GIVEN FOR FILING OF MECHANIC'S LIEN BY ANY PERSON WHO SUPPLIES MATERIALS OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT ON THE PROPERTY ON WHICH IT IS LOCATED IF HE IS NOT PAID.

Sub Total	$8,881.23
Total	$8,881.23

SPECIAL INSTRUCTIONS

Carthage Water & Electric Plant

Unaudited Interim Financial Statements

February 29, 2024

Carthage Water & Electric Plant

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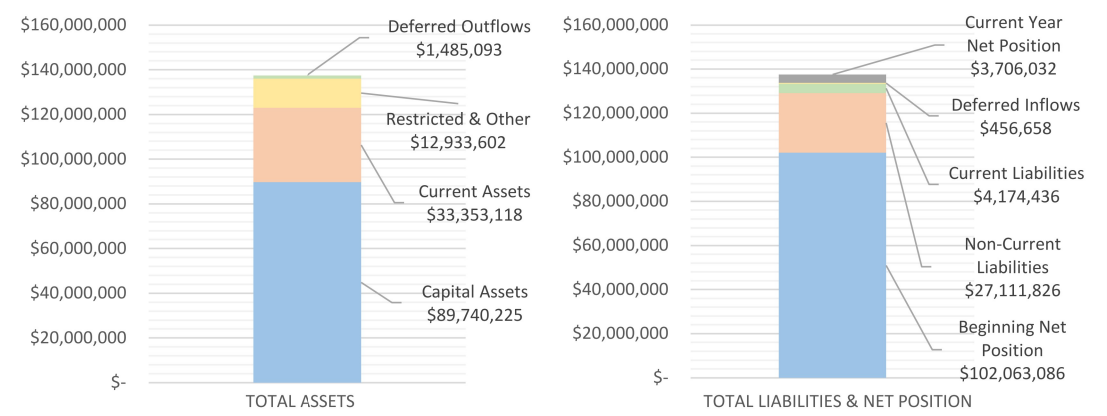
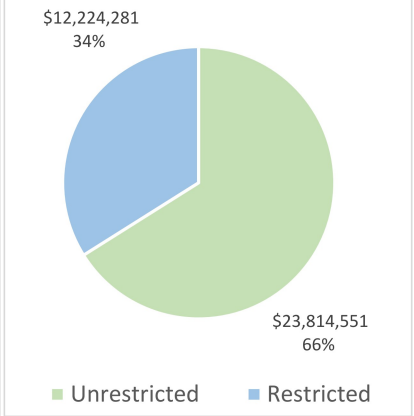
CONSOLIDATED DASHBOARD
FEBRUARY 2024

Carthage Water & Electric Plant

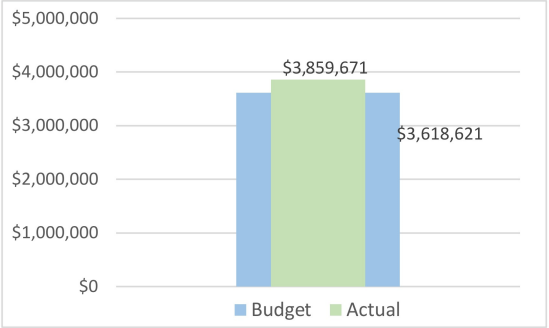
BALANCE SHEET
As of February 29, 2024



Cash & Cash Equivalents



Operating Revenue
Current Month

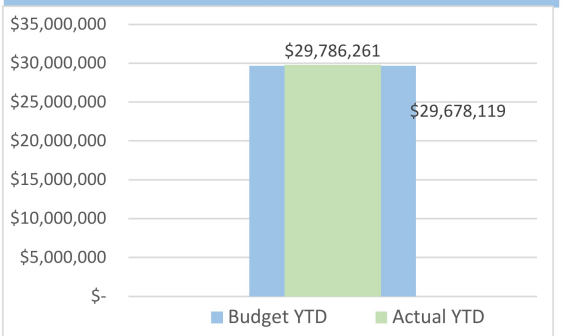


Comments

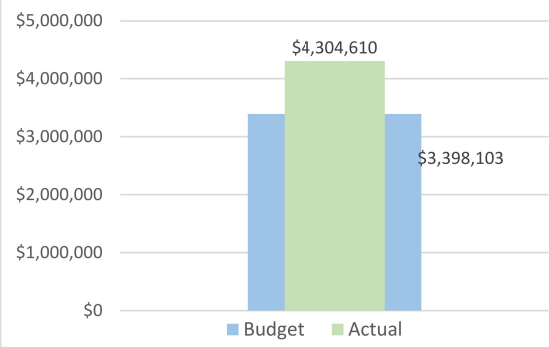
Unrestricted days cash on hand equals 234.

Combined operating revenues exceeded budget for the month and year to date.

Operating Revenue
Year to Date



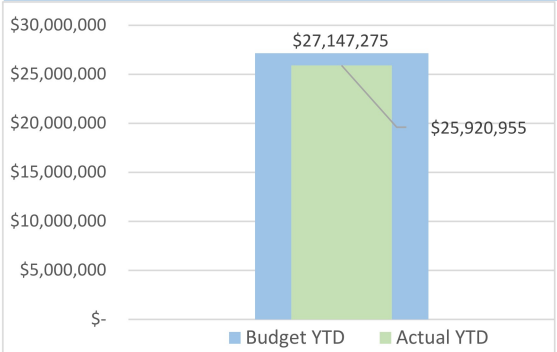
Operating Expense
Current Month



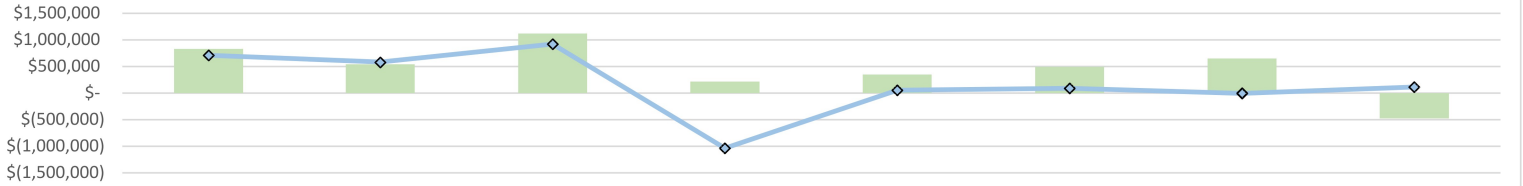
Comments

Combined operating expenses were over budget for the month due to the timing of the $1.5 million payment for the industrial park property which was originally budgeted in October.

Operating Expense
Year to Date



Net Position by Month



	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24
Actual	$827,498.71	$538,462.40	$1,116,629.06	$214,931.40	$345,029.06	$489,782.06	$649,211.16	-$475,512.11
Budget	$711,912.00	$580,472.00	$918,197.00	-$1,038,786.00	$54,698.00	$87,594.00	-$7,501.00	$112,474.00

Carthage Water & Electric Plant

FINANCIAL SUMMARY
For the Month of
February 29, 2024

	CURRENT MONTH							YEAR TO DATE						
				OVER (UNDER) BUDGET		OVER (UNDER) PRIOR YEAR					OVER (UNDER) BUDGET		OVER (UNDER) PRIOR YEAR	
	ACTUAL	BUDGET	PRIOR YEAR	AMOUNT	PERCENT	AMOUNT	PERCENT	ACTUAL	BUDGET	PRIOR YEAR	AMOUNT	PERCENT	AMOUNT	PERCENT
COMBINED UTILITY														
Operating Revenues	$ 3,859,671	$ 3,618,621	$ 3,315,000	$ 241,050	6.66%	$ 544,672	16.43%	$ 29,786,261	$ 29,678,119	$ 28,380,088	$ 108,142	0.36%	$ 1,406,173	4.95%
Operating Expenses	(4,304,610)	(3,398,103)	(2,419,782)	(906,507)	-26.68%	(1,884,828)	-77.89%	(25,920,955)	(27,147,275)	(23,896,869)	1,226,320	4.52%	(2,024,085)	-8.47%
Net Operating Income Total	(444,939)	220,518	895,218	(665,457)	-301.77%	(1,340,156)	-149.70%	3,865,306	2,530,844	4,483,219	1,334,462	52.73%	(617,912)	-13.78%
Other Income & Expense Total	(30,574)	(108,044)	34,958	77,471	71.70%	(65,531)	187.46%	(159,275)	(1,111,784)	(2,183,638)	952,509	85.67%	2,024,364	92.71%
Change in Net Position	**$ (475,512)**	**$ 112,474**	**$ 930,175**	**$ (587,986)**	**-522.78%**	**$ (1,405,687)**	**-151.12%**	**$ 3,706,032**	**$ 1,419,060**	**$ 2,299,580**	**$ 2,286,972**	**161.16%**	**$ 1,406,451**	**61.16%**
ELECTRIC														
Operating Revenues	$ 3,008,037	$ 2,777,601	$ 2,607,154	$ 230,436	8.30%	$ 400,882	15.38%	$ 22,872,470	$ 22,770,053	$ 22,329,925	$ 102,417	0.45%	$ 542,545	2.43%
Operating Expenses	(3,155,405)	(2,484,854)	(1,764,969)	(670,551)	-26.99%	(1,390,436)	-78.78%	(19,492,846)	(20,110,439)	(18,677,861)	617,593	3.07%	(814,985)	-4.36%
Net Operating Income Total	(147,369)	292,747	842,185	(440,116)	-150.34%	(989,554)	-117.50%	3,379,624	2,659,614	3,652,064	720,010	27.07%	(272,441)	-7.46%
Other Income & Expense Total	(15,072)	(109,752)	26,332	94,680	86.27%	(41,404)	157.24%	3,024	(840,218)	(1,196,049)	843,242	100.36%	1,199,073	100.25%
Change in Net Position	**$ (162,440)**	**$ 182,995**	**$ 868,517**	**$ (345,435)**	**-188.77%**	**$ (1,030,957)**	**-118.70%**	**$ 3,382,648**	**$ 1,819,396**	**$ 2,456,015**	**$ 1,563,252**	**85.92%**	**$ 926,632**	**37.73%**
WATER														
Operating Revenues	$ 336,579	$ 336,566	$ 279,972	$ 13	0.00%	$ 56,607	20.22%	$ 2,848,431	$ 3,005,184	$ 2,573,909	$ (156,753)	-5.22%	$ 274,522	10.67%
Operating Expenses	(494,889)	(388,238)	(280,493)	(106,651)	-27.47%	(214,396)	-76.44%	(2,870,309)	(3,117,734)	(2,429,649)	247,425	7.94%	(440,660)	-18.14%
Net Operating Income Total	(158,310)	(51,672)	(521)	(106,638)	206.37%	(157,789)	30292.77%	(21,878)	(112,550)	144,260	90,672	-80.56%	(166,138)	-115.17%
Other Income & Expense Total	4,147	31,075	33,676	(26,928)	86.66%	(29,530)	87.69%	37,871	(6,900)	(729,808)	44,771	648.86%	767,680	105.19%
Change in Net Position	**$ (154,163)**	**$ (20,597)**	**$ 33,156**	**$ (133,566)**	**648.47%**	**$ (187,319)**	**-564.97%**	**$ 15,993**	**$ (119,450)**	**$ (585,548)**	**$ 135,443**	**-113.39%**	**$ 601,541**	**-102.73%**

Carthage Water & Electric Plant

FINANCIAL SUMMARY (continued)
For the Month of
February 29, 2024

	CURRENT MONTH							YEAR TO DATE						
				OVER (UNDER) BUDGET		OVER (UNDER) PRIOR YEAR					OVER (UNDER) BUDGET		OVER (UNDER) PRIOR YEAR	
	ACTUAL	BUDGET	PRIOR YEAR	AMOUNT	PERCENT	AMOUNT	PERCENT	ACTUAL	BUDGET	PRIOR YEAR	AMOUNT	PERCENT	AMOUNT	PERCENT
WASTEWATER														
Operating Revenues	$ 313,462	$ 305,530	$ 268,249	$ 7,932	2.60%	$ 45,213	16.85%	$ 2,570,018	$ 2,492,547	$ 2,240,538	$ 77,471	3.11%	$ 329,480	14.71%
Operating Expenses	(450,777)	(340,722)	(263,069)	(110,055)	-32.30%	(187,708)	-71.35%	(2,350,463)	(2,527,319)	(1,948,347)	176,856	7.00%	(402,116)	-20.64%
Net Operating Income Total	(137,315)	(35,192)	5,180	(102,123)	290.19%	(142,495)	-2750.97%	219,555	(34,772)	292,191	254,327	-731.41%	(72,636)	-24.86%
Other Income & Expense Total	(2,428)	(11,826)	(7,527)	9,398	79.47%	5,099	67.75%	(60,580)	(122,267)	(115,188)	61,687	50.45%	54,608	47.41%
Change in Net Position	**$ (139,743)**	**$ (47,018)**	**$ (2,347)**	**$ (92,725)**	**197.21%**	**$ (137,396)**	**5853.44%**	**$ 158,975**	**$ (157,039)**	**$ 177,003**	**$ 316,014**	**-201.23%**	**$ (18,028)**	**-10.19%**
COMMUNICATION														
Operating Revenues	$ 201,594	$ 198,924	$ 159,624	$ 2,670	1.34%	$ 41,970	26.29%	$ 1,495,343	$ 1,410,335	$ 1,235,716	$ 85,008	6.03%	$ 259,627	21.01%
Operating Expenses	(203,267)	(184,289)	(111,251)	(18,978)	-10.30%	(92,016)	-82.71%	(1,207,065)	(1,391,783)	(841,013)	184,718	13.27%	(366,052)	-43.53%
Net Operating Income Total	(1,673)	14,635	48,374	(16,308)	-111.43%	(50,046)	-103.46%	288,278	18,552	394,703	269,726	1453.89%	(106,425)	-26.96%
Other Income & Expense Total	(17,221)	(17,541)	(17,524)	320	1.82%	303	1.73%	(139,590)	(142,399)	(142,593)	2,809	1.97%	3,003	2.11%
Change in Net Position	**$ (18,894)**	**$ (2,906)**	**$ 30,850**	**$ (15,988)**	**550.16%**	**$ (49,743)**	**-161.24%**	**$ 148,688**	**$ (123,847)**	**$ 252,111**	**$ 272,535**	**-220.06%**	**$ (103,422)**	**-41.02%**

Carthage Water & Electric Plant

Statement of Net Position
February 29, 2024 & 2023

		February 29, 2023	February 29, 2024
Current Assets	Unrestricted Cash & Cash Equivalents	21,164,808.40	23,814,550.68
	Accounts Receivable, net	2,677,833.02	2,997,449.77
	Materials & Supplies Inventory	5,658,850.92	5,679,669.97
	Prepayments & Other Current Assets	964,055.39	861,447.27
Current Assets Total		**30,465,547.73**	**33,353,117.69**
Utility Plant	Utility Plant in Service - Depreciable	158,514,390.88	165,618,801.38
	Utility Plant in Service - Nondepreciable	467,807.13	467,807.13
	Construction in Progress	3,569,335.60	7,777,118.11
	Accumulated Depreciation	(79,202,659.38)	(84,163,616.34)
	Lease Assets, Net	99,668.70	40,114.38
Utility Plant Total		**83,448,542.93**	**89,740,224.66**
Noncurrent Assets	Restricted Cash & Cash Equivalents	17,461,482.42	12,224,280.97
	Leases Receivable (GASB 87)	165,329.16	124,348.83
	Interest & Other Receivables	179,454.17	584,972.49
	Net Pension Asset	1,150,563.00	-
Noncurrent Assets Total		**18,956,828.75**	**12,933,602.29**
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**
		133,303,782.41	**137,512,037.64**
Current Liabilities		3,459,906.24	4,174,435.89
Noncurrent Liabilities	Long Term Debt (due after 1 year)	27,835,780.45	26,624,563.59
	Lease Obligations Payable	62,334.79	8,151.81
	Compensated Absences	513,214.24	479,110.40
Noncurrent Liabilities Total		**28,411,329.48**	**27,111,825.80**
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	2,299,580.33	3,706,031.74
Net Position Total		**100,294,230.16**	**105,769,117.62**
		133,303,782.41	**137,512,037.64**

Carthage Water & Electric Plant

Statement of Revenues, Expenses and Changes in Net Position
For the one month of February 29, 2024 & 2023 with prior year comparison

Consolidated

		Month of February 2023	Month of February 2024	Monthly $ Variance	Monthly % Variance
Operating Income	**Operating Revenues**	3,314,999.53	3,859,671.18	544,671.65	16.43%
	Operating Expenses	(2,419,781.86)	(4,304,609.79)	(1,884,827.93)	-77.89%
Operating Income Total		**895,217.67**	**(444,938.61)**	**(1,340,156.28)**	**149.70%**
Other Income & Expense	**Non-Operating Revenues**	217,416.11	152,747.02	(64,669.09)	-29.74%
	Non-Operating Expenses	(182,458.58)	(183,320.52)	(861.94)	-0.47%
Other Income & Expense Total		**34,957.53**	**(30,573.50)**	**(65,531.03)**	**187.46%**
Change in Net Position		**930,175.20**	**(475,512.11)**	**(1,405,687.31)**	**151.12%**

Carthage Water & Electric Plant

Statement of Revenues, Expenses and Changes in Net Position
For the 8 months ending February 29, 2024 & 2023 with prior year comparison

Consolidated

		Year to Date at February 29, 2023	Year to Date at February 29, 2024	Year to Date $ Variance	Year to Date % Variance
Operating Income	**Operating Revenues**	28,380,087.99	29,786,261.19	1,406,173.20	4.95%
	Operating Expenses	(23,896,869.30)	(25,920,954.72)	(2,024,085.42)	-8.47%
Operating Income Total		**4,483,218.69**	**3,865,306.47**	**(617,912.22)**	**-13.78%**
Other Income & Expense	**Non-Operating Revenues**	(739,529.98)	1,371,466.62	2,110,996.60	285.45%
	Non-Operating Expenses	(1,444,108.38)	(1,530,741.35)	(86,632.97)	-6.00%
Other Income & Expense Total		**(2,183,638.36)**	**(159,274.73)**	**2,024,363.63**	**92.71%**
Change in Net Position		**2,299,580.33**	**3,706,031.74**	**1,406,451.41**	**61.16%**

Carthage Water & Electric Plant

Statement of Revenues, Expenses and Changes in Net Position
For the one month of February 29, 2024 & 2023 with budget comparison

Consolidated

		Month of February 2023	Month of February 2024	Monthly Budget	Monthly $ Variance	Monthly % Variance
Operating Income	**Operating Revenues**	3,314,999.53	3,859,671.18	3,618,621.00	241,050.18	6.66%
	Operating Expenses	(2,419,781.86)	(4,304,609.79)	(3,398,103.00)	(906,506.79)	-26.68%
Operating Income Total		**895,217.67**	**(444,938.61)**	**220,518.00**	**(665,456.61)**	**301.77%**
Other Income & Expense	**Non-Operating Revenues**	217,416.11	152,747.02	79,508.00	73,239.02	92.12%
	Non-Operating Expenses	(182,458.58)	(183,320.52)	(187,552.00)	4,231.48	2.26%
Other Income & Expense Total		**34,957.53**	**(30,573.50)**	**(108,044.00)**	**77,470.50**	**71.70%**
Change in Net Position		**930,175.20**	**(475,512.11)**	**112,474.00**	**(587,986.11)**	**522.78%**

Carthage Water & Electric Plant

Statement of Revenues, Expenses and Changes in Net Position
For the 8 months ending February 29, 2024 & 2023 with remaining budget

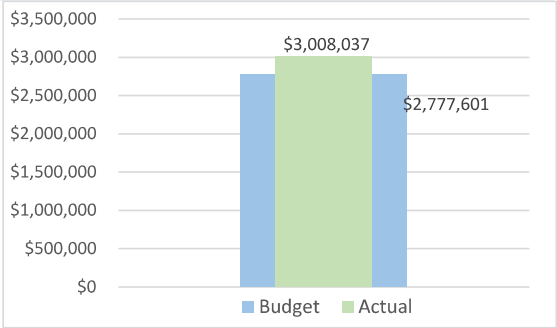
Consolidated

		Year to Date at February 29, 2023	Year to Date at February 29, 2024	Full Year Budget	$ Budget Remaining	% Budget Used
Operating Income	**Operating Revenues**	28,380,087.99	29,786,261.19	43,272,621.00	13,486,359.81	68.83%
	Operating Expenses	(23,896,869.30)	(25,920,954.72)	(39,027,210.00)	(13,106,255.28)	66.42%
Operating Income Total		**4,483,218.69**	**3,865,306.47**	**4,245,411.00**	**380,104.53**	**91.05%**
Other Income & Expense	**Non-Operating Revenues**	(739,529.98)	1,371,466.62	2,627,100.00	1,255,633.38	52.20%
	Non-Operating Expenses	(1,444,108.38)	(1,530,741.35)	(2,311,135.00)	(780,393.65)	66.23%
Other Income & Expense Total		**(2,183,638.36)**	**(159,274.73)**	**315,965.00**	**475,239.73**	**-50.41%**
Change in Net Position		**2,299,580.33**	**3,706,031.74**	**4,561,376.00**	**855,344.26**	**81.25%**

ELECTRIC DASHBOARD
FEBRUARY 2024

Carthage Water & Electric Plant

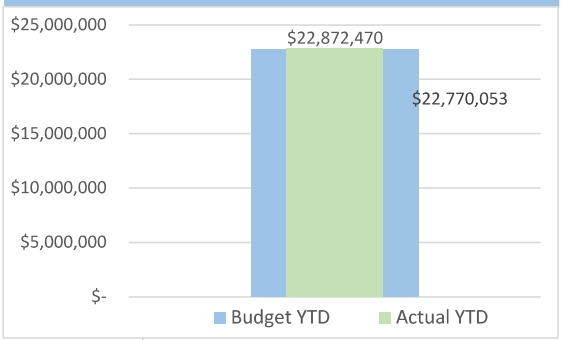
Operating Revenue
Current Month



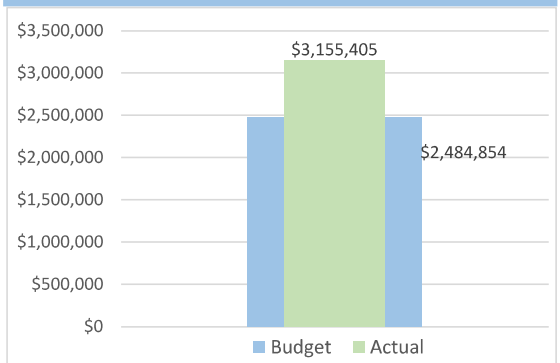
Comments

Operating revenues for February exceeded budget.

Operating Revenue
Year to Date



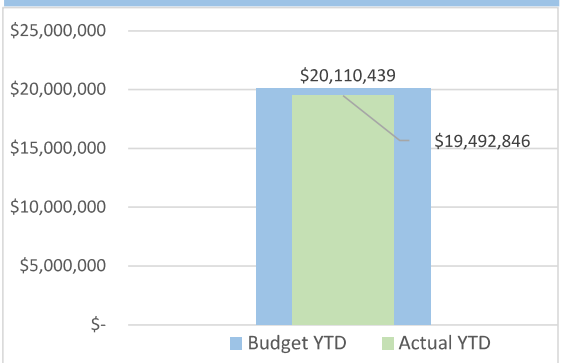
Operating Expense
Current Month



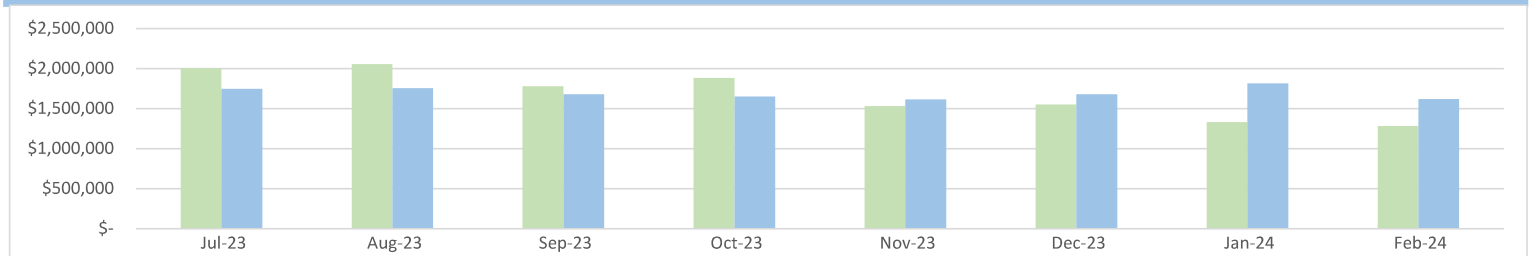
Comments

Operating expenses exceeded budget for the month. Purchase Power was also lower than expected.

Operating Expense
Year to Date

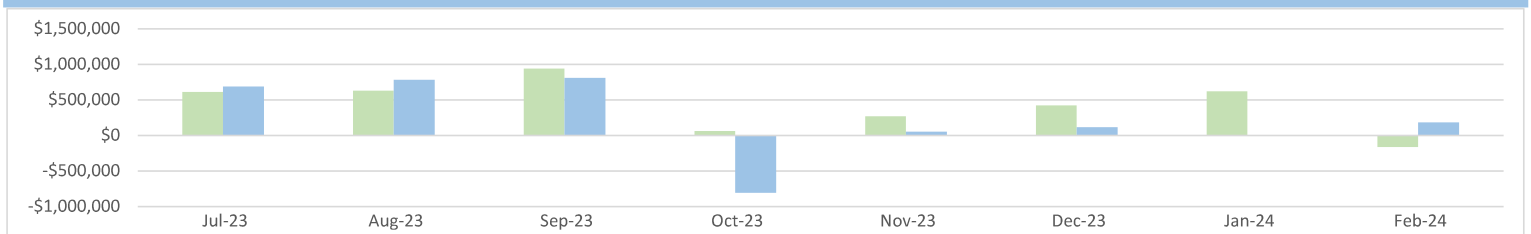


Purchase Power Expense



	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24
Actual	$2,003,952	$2,055,117	$1,777,589	$1,884,668	$1,531,609	$1,552,534	$1,329,921	$1,285,393
Budget	$1,747,369	$1,756,673	$1,679,438	$1,651,018	$1,617,246	$1,678,621	$1,813,557	$1,619,243

Net Position by Month



	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24
Actual	$609,221	$626,795	$938,927	$60,701	$269,499	$421,989	$617,956	-$162,377
Budget	$686,555	$781,218	$810,046	-$807,579	$50,430	$116,306	-$575	$182,995

Carthage Water & Electric Plant

Statement of Revenues, Expenses and Changes in Net Position
For the one month of February 29, 2024 & 2023 with budget comparison

Electric

				Month of February 2023	Month of February 2024	Monthly Budget	Monthly $ Variance	Monthly % Variance
Operating Income	**Operating Revenues**	**Sales by Revenue Class**	ELEC RESIDENTIAL REVENUES	974,400.42	1,183,761.78	1,101,674.00	82,087.78	7.45%
			ELEC COMMERCIAL REVENUES	523,787.93	564,149.69	537,386.00	26,763.69	4.98%
			ELEC INDUSTRIAL REVENUES	996,176.78	1,133,180.98	1,041,352.00	91,828.98	8.82%
			PENALTIES-EL	19,822.52	26,880.29	18,031.00	8,849.29	49.08%
			CITY SERVICES	18,637.11	21,590.12	15,517.00	6,073.12	39.14%
			DEPARTMENTAL UTILITIES	60,570.59	65,996.06	57,973.00	8,023.06	13.84%
		Sales by Revenue Class Total		**2,593,395.35**	**2,995,558.92**	**2,771,933.00**	**223,625.92**	**8.07%**
		Other Operating Revenues		13,758.78	12,477.63	5,668.00	6,809.63	120.14%
	Operating Revenues Total			**2,607,154.13**	**3,008,036.55**	**2,777,601.00**	**230,435.55**	**8.30%**
	Operating Expenses	**Cost of Power Production - Operations**		(32,491.05)	(48,361.24)	(52,234.00)	3,872.76	7.41%
		Cost of Power Production - Maintenance		(18,466.55)	(45,391.60)	(46,778.00)	1,386.40	2.96%
		Cost of Purchased Power		(1,205,820.42)	(1,285,392.59)	(1,619,243.00)	333,850.41	20.62%
		Electric Distribution Expense - Operations		(29,151.67)	(72,059.23)	(80,329.00)	8,269.77	10.29%
		Electric Distribution Expense - Maintenance		(12,201.40)	(142,423.72)	(80,926.00)	(61,497.72)	-75.99%
		Electric Distribution Expense - Municipal		(19,496.65)	(24,795.15)	(23,645.00)	(1,150.15)	-4.86%
		Customer Service Expense		(17,818.09)	(28,902.91)	(31,866.00)	2,963.09	9.30%
		Administrative & General Expense		(285,800.45)	(1,361,249.33)	(392,970.00)	(968,279.33)	-246.40%
		Depreciation Expense		(143,722.60)	(146,829.33)	(156,863.00)	10,033.67	6.40%
		Amortization Expense		-	-	-	-	0.00%
	Operating Expenses Total			**(1,764,968.88)**	**(3,155,405.10)**	**(2,484,854.00)**	**(670,551.10)**	**-26.99%**
Operating Income Total				**842,185.25**	**(147,368.55)**	**292,747.00**	**(440,115.55)**	**150.34%**
Other Income & Expense	**Non-Operating Revenues**	**Investment Income**		161,517.69	125,821.24	33,375.00	92,446.24	276.99%
		Other Non-Operating Income		511.00	-	833.00	(833.00)	-100.00%
		Gain (Loss) on Asset Disposition		-	-	-	-	0.00%
	Non-Operating Revenues Total			**162,028.69**	**125,821.24**	**34,208.00**	**91,613.24**	**267.81%**
	Non-Operating Expenses	**Interest Expense**		(56,017.17)	(57,076.97)	(59,743.00)	2,666.03	4.46%
		Transfer to City		(79,320.84)	(83,358.68)	(83,358.00)	(0.68)	0.00%
		Other Non-Operating Expense		(358.73)	(457.24)	(859.00)	401.76	46.77%
	Non-Operating Expenses Total			**(135,696.74)**	**(140,892.89)**	**(143,960.00)**	**3,067.11**	**2.13%**
Other Income & Expense Total				**26,331.95**	**(15,071.65)**	**(109,752.00)**	**94,680.35**	**86.27%**
Change in Net Position				**868,517.20**	**(162,440.20)**	**182,995.00**	**(345,435.20)**	**188.77%**

Carthage Water & Electric Plant

Statement of Revenues, Expenses and Changes in Net Position
For the 8 months ending February 29, 2024 & 2023 with remaining budget

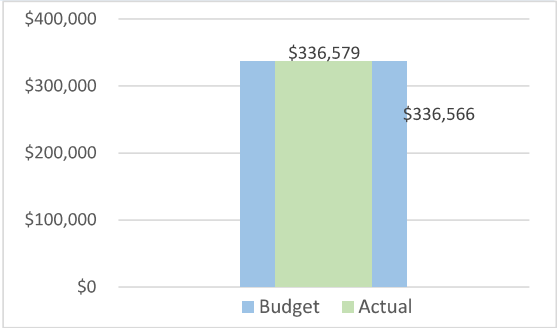
Electric

				Year to Date at February 29, 2023	Year to Date at February 29, 2024	Full Year Budget	$ Budget Remaining	% Budget Used
Operating Income	**Operating Revenues**	**Sales by Revenue Class**	ELEC RESIDENTIAL REVENUES	8,045,890.18	8,259,184.70	11,721,000.00	3,461,815.30	70.46%
			ELEC COMMERCIAL REVENUES	4,669,971.88	4,620,173.67	6,702,000.00	2,081,826.33	68.94%
			ELEC INDUSTRIAL REVENUES	8,699,496.56	9,042,841.46	13,223,500.00	4,180,658.54	68.38%
			PENALTIES-EL	173,127.32	182,905.53	230,000.00	47,094.47	79.52%
			CITY SERVICES	140,114.79	154,293.20	171,000.00	16,706.80	90.23%
			DEPARTMENTAL UTILITIES	535,241.44	498,470.93	755,500.00	257,029.07	65.98%
		Sales by Revenue Class Total		**22,263,842.17**	**22,757,869.49**	**32,803,000.00**	**10,045,130.51**	**69.38%**
		Other Operating Revenues		66,082.71	114,600.05	75,000.00	(39,600.05)	152.80%
	Operating Revenues Total			**22,329,924.88**	**22,872,469.54**	**32,878,000.00**	**10,005,530.46**	**69.57%**
	Operating Expenses	**Cost of Power Production - Operations**		(397,116.60)	(413,803.06)	(596,900.00)	(183,096.94)	69.33%
		Cost of Power Production - Maintenance		(197,509.70)	(277,207.82)	(487,500.00)	(210,292.18)	56.86%
		Cost of Purchased Power		(13,779,339.59)	(13,420,783.36)	(20,087,000.00)	(6,666,216.64)	66.81%
		Electric Distribution Expense - Operations		(277,920.18)	(411,224.07)	(681,400.00)	(270,175.93)	60.35%
		Electric Distribution Expense - Maintenance		(421,448.97)	(799,616.52)	(945,950.00)	(146,333.48)	84.53%
		Electric Distribution Expense - Municipal		(145,783.61)	(174,253.41)	(268,800.00)	(94,546.59)	64.83%
		Customer Service Expense		(131,072.10)	(180,705.33)	(344,780.00)	(164,074.67)	52.41%
		Administrative & General Expense		(2,241,805.34)	(2,658,194.93)	(3,802,720.00)	(1,144,525.07)	69.90%
		Depreciation Expense		(1,085,864.64)	(1,157,057.39)	(1,882,357.00)	(725,299.61)	61.47%
		Amortization Expense		-	-	(16,500.00)	(16,500.00)	0.00%
	Operating Expenses Total			**(18,677,860.73)**	**(19,492,845.89)**	**(29,113,907.00)**	**(9,621,061.11)**	**66.95%**
Operating Income Total				**3,652,064.15**	**3,379,623.65**	**3,764,093.00**	**384,469.35**	**89.79%**
Other Income & Expense	**Non-Operating Revenues**	**Investment Income**		469,014.61	1,112,182.00	400,500.00	(711,682.00)	277.70%
		Other Non-Operating Income		47,642.98	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			**(158,259.83)**	**1,155,938.51**	**484,000.00**	**(671,938.51)**	**238.83%**
	Non-Operating Expenses	**Interest Expense**		(158,266.82)	(478,745.69)	(719,400.00)	(240,654.31)	66.55%
		Transfer to City		(634,566.72)	(666,869.43)	(1,000,300.00)	(333,430.57)	66.67%
		Other Non-Operating Expense		(244,955.49)	(7,299.37)	(37,100.00)	(29,800.63)	19.67%
	Non-Operating Expenses Total			**(1,037,789.03)**	**(1,152,914.49)**	**(1,756,800.00)**	**(603,885.51)**	**65.63%**
Other Income & Expense Total				**(1,196,048.86)**	**3,024.02**	**(1,272,800.00)**	**(1,275,824.02)**	**-0.24%**
Change in Net Position				**2,456,015.29**	**3,382,647.67**	**2,491,293.00**	**(891,354.67)**	**135.78%**

Carthage Water & Electric Plant

WATER DASHBOARD
FEBRUARY 2024

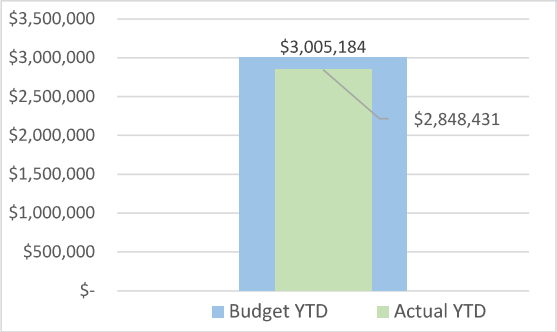
Operating Revenue
Current Month



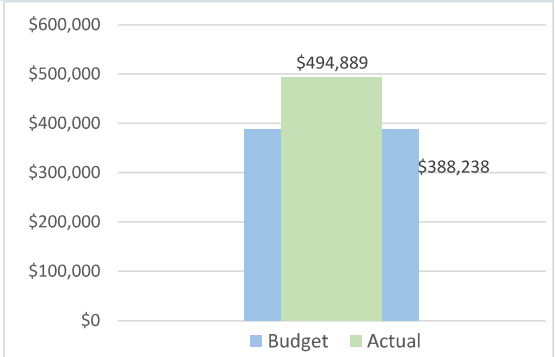
Comments

Operating revenues for February exceeded budget.

Operating Revenue
Year to Date



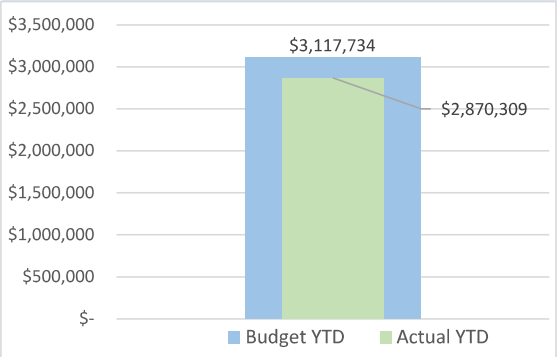
Operating Expense
Current Month



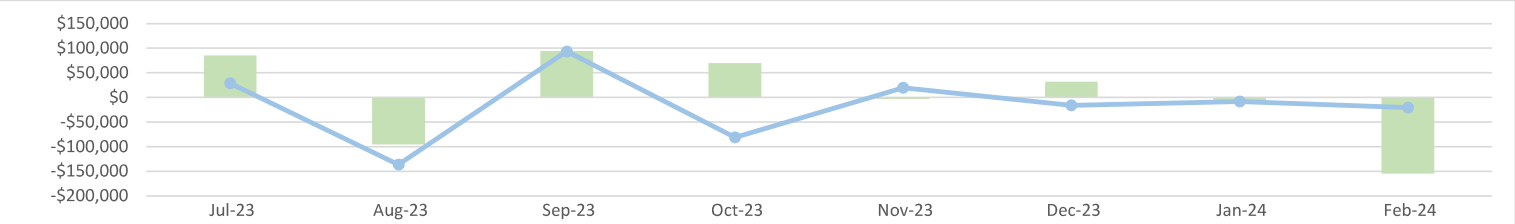
Comments

Operating expenses exceeded budget for the month of February.

Operating Expense
Year to Date

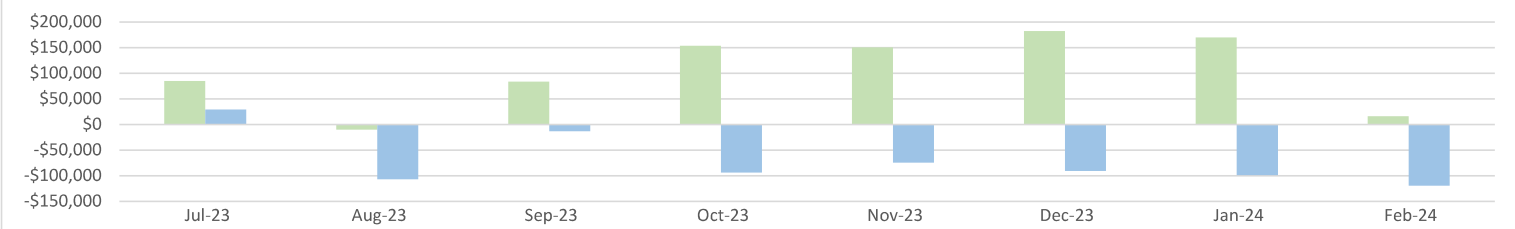


Net Position by Month



	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24
Actual	$84,943	-$95,325	$94,235	$69,547	-$2,774	$32,101	-$12,571	-$154,163
Budget	$28,989	-$135,999	$93,526	-$80,765	$19,646	-$16,072	-$8,178	-$20,597

Year to Date Net Position



	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24
Actual	$84,943	-$10,382	$83,853	$153,400	$150,626	$182,727	$170,156	$15,993
Budget	$28,989	-$107,010	-$13,484	-$94,249	-$74,603	-$90,675	-$98,853	-$119,450

Carthage Water & Electric Plant

Statement of Revenues, Expenses and Changes in Net Position
For the one month of February 29, 2024 & 2023 with budget comparison

Water

				Month of February 2023	Month of February 2024	Monthly Budget	Monthly $ Variance	Monthly % Variance
Operating Income	**Operating Revenues**	**Sales by Revenue Class**	WATER RESIDENTIAL REVENUE	134,713.57	171,412.80	165,225.00	6,187.80	3.75%
			WATER-COMMERCIAL REVENUE	61,391.11	75,553.65	80,148.00	(4,594.35)	-5.73%
			WATER-INDUSTRIAL REVENUE	70,457.61	83,610.76	84,243.00	(632.24)	-0.75%
			PENALTIES-WA	2,388.26	3,238.59	2,117.00	1,121.59	52.98%
			WATER CITY SERVICES	1,512.04	43.24	246.00	(202.76)	-82.42%
			WATER DEPT UTILITIES	4,116.59	3,419.83	4,342.00	(922.17)	-21.24%
		Sales by Revenue Class Total		**274,579.18**	**337,278.87**	**336,321.00**	**957.87**	**0.28%**
		Other Operating Revenues		5,392.74	(700.00)	245.00	(945.00)	385.71%
	Operating Revenues Total			**279,971.92**	**336,578.87**	**336,566.00**	**12.87**	**0.00%**
	Operating Expenses	**Cost of Water Production**		(29,184.76)	(35,492.77)	(36,184.00)	691.23	1.91%
		Cost of Water Treatment		(40,171.95)	(73,466.59)	(72,378.00)	(1,088.59)	-1.50%
		Cost of Water Distribution		(53,192.69)	(98,694.31)	(94,045.00)	(4,649.31)	-4.94%
		Cost of Water Distribution - Municipal		(4,452.88)	(11,936.31)	(11,353.00)	(583.31)	-5.14%
		Customer Service Expense		(12,998.26)	(21,086.45)	(23,248.00)	2,161.55	9.30%
		Administrative & General Expense		(32,866.14)	(148,683.13)	(42,922.00)	(105,761.13)	-246.40%
		Depreciation Expense		(107,626.12)	(105,529.17)	(108,108.00)	2,578.83	2.39%
		Amortization Expense		-	-	-	-	0.00%
	Operating Expenses Total			**(280,492.80)**	**(494,888.73)**	**(388,238.00)**	**(106,650.73)**	**-27.47%**
Operating Income Total				**(520.88)**	**(158,309.86)**	**(51,672.00)**	**(106,637.86)**	**-206.37%**
Other Income & Expense	**Non-Operating Revenues**	**Investment Income**		10,571.71	14,485.02	4,925.00	9,560.02	194.11%
		Other Non-Operating Income		36,509.38	-	36,500.00	(36,500.00)	-100.00%
		Gain (Loss) on Asset Disposition		-	-	-	-	0.00%
	Non-Operating Revenues Total			**47,081.09**	**14,485.02**	**41,425.00**	**(26,939.98)**	**-65.03%**
	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		(1,868.59)	(30.44)	(42.00)	11.56	27.52%
	Non-Operating Expenses Total			**(13,404.71)**	**(10,338.22)**	**(10,350.00)**	**11.78**	**0.11%**
Other Income & Expense Total				**33,676.38**	**4,146.80**	**31,075.00**	**(26,928.20)**	**-86.66%**
Change in Net Position				**33,155.50**	**(154,163.06)**	**(20,597.00)**	**(133,566.06)**	**-648.47%**

Carthage Water & Electric Plant

Statement of Revenues, Expenses and Changes in Net Position
For the 8 months ending February 29, 2024 & 2023 with remaining budget

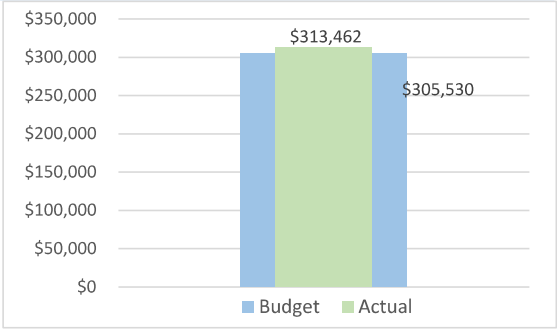
Water

				Year to Date at February 29, 2023	Year to Date at February 29, 2024	Full Year Budget	$ Budget Remaining	% Budget Used
Operating Income	**Operating Revenues**	**Sales by Revenue Class**	WATER RESIDENTIAL REVENUE	1,204,236.06	1,384,782.53	2,096,000.00	711,217.47	66.07%
			WATER-COMMERCIAL REVENUE	626,429.23	682,110.12	1,109,000.00	426,889.88	61.51%
			WATER-INDUSTRIAL REVENUE	616,602.56	692,716.80	1,093,500.00	400,783.20	63.35%
			PENALTIES-WA	20,858.71	22,036.81	27,000.00	4,963.19	81.62%
			WATER CITY SERVICES	4,038.25	1,547.49	1,000.00	(547.49)	154.75%
			WATER DEPT UTILITIES	40,521.51	31,733.35	65,301.00	33,567.65	48.60%
		Sales by Revenue Class Total		**2,512,686.32**	**2,814,927.10**	**4,391,801.00**	**1,576,873.90**	**64.10%**
		Other Operating Revenues		61,222.51	33,503.63	6,000.00	(27,503.63)	558.39%
	Operating Revenues Total			**2,573,908.83**	**2,848,430.73**	**4,397,801.00**	**1,549,370.27**	**64.77%**
	Operating Expenses	**Cost of Water Production**		(259,160.23)	(308,668.46)	(436,330.00)	(127,661.54)	70.74%
		Cost of Water Treatment		(368,775.64)	(481,668.34)	(732,262.00)	(250,593.66)	65.78%
		Cost of Water Distribution		(617,552.38)	(752,167.15)	(1,092,900.00)	(340,732.85)	68.82%
		Cost of Water Distribution - Municipal		(26,802.93)	(47,499.84)	(109,000.00)	(61,500.16)	43.58%
		Customer Service Expense		(95,616.82)	(131,835.65)	(251,540.00)	(119,704.35)	52.41%
		Administrative & General Expense		(257,800.50)	(290,342.66)	(415,350.00)	(125,007.34)	69.90%
		Depreciation Expense		(803,940.24)	(858,126.68)	(1,297,299.00)	(439,172.32)	66.15%
		Amortization Expense		-	-	(5,500.00)	(5,500.00)	0.00%
	Operating Expenses Total			**(2,429,648.74)**	**(2,870,308.78)**	**(4,340,181.00)**	**(1,469,872.22)**	**66.13%**
Operating Income Total				**144,260.09**	**(21,878.05)**	**57,620.00**	**79,498.05**	**-37.97%**
Other Income & Expense	**Non-Operating Revenues**	**Investment Income**		66,280.66	120,185.31	59,100.00	(61,085.31)	203.36%
		Other Non-Operating Income		37,108.28	724.13	36,500.00	35,775.87	1.98%
		Gain (Loss) on Asset Disposition		(735,605.53)	-	-	-	0.00%
	Non-Operating Revenues Total			**(632,216.59)**	**120,909.44**	**95,600.00**	**(25,309.44)**	**126.47%**
	Non-Operating Expenses	**Interest Expense**		(1,393.35)	-	(490.00)	(490.00)	0.00%
		Transfer to City		(92,288.96)	(82,462.24)	(123,690.00)	(41,227.76)	66.67%
		Other Non-Operating Expense		(3,909.51)	(576.00)	(500.00)	76.00	115.20%
	Non-Operating Expenses Total			**(97,591.82)**	**(83,038.24)**	**(124,680.00)**	**(41,641.76)**	**66.60%**
Other Income & Expense Total				**(729,808.41)**	**37,871.20**	**(29,080.00)**	**(66,951.20)**	**-130.23%**
Change in Net Position				**(585,548.32)**	**15,993.15**	**28,540.00**	**12,546.85**	**56.04%**

WASTEWATER DASHBOARD
FEBRUARY 2024

Carthage Water & Electric Plant

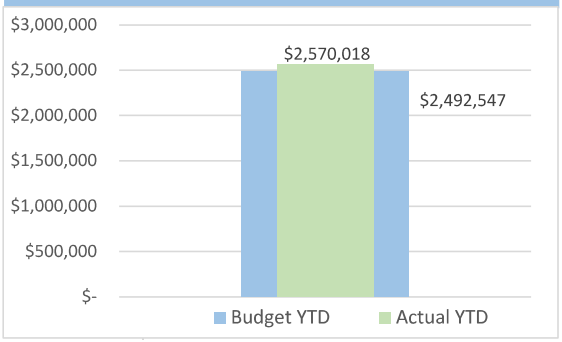
Operating Revenue
Current Month



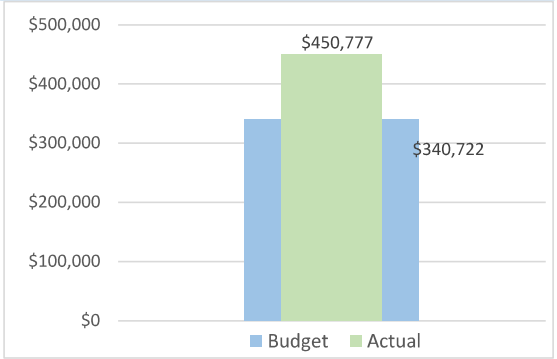
Comments

Operating revenues exceeded budget for the month and year to date.

Operating Revenue
Year to Date



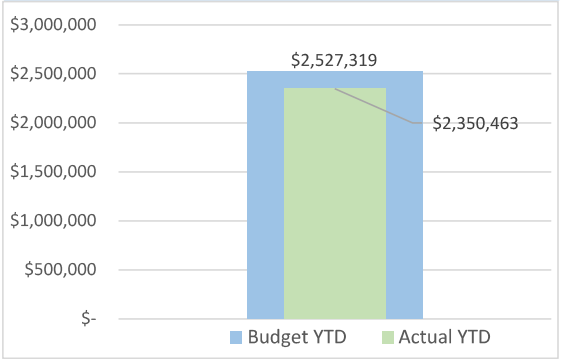
Operating Expense
Current Month



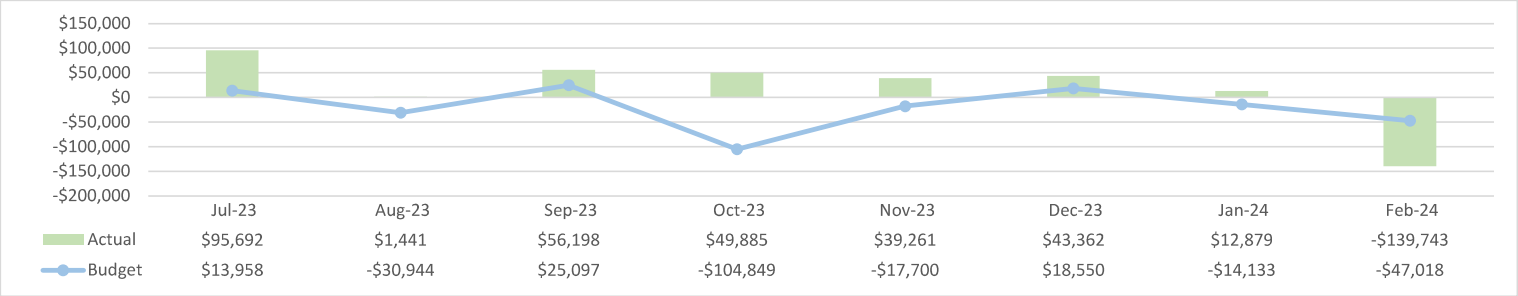
Comments

Operating expenses exceeded budget for the month.

Operating Expense
Year to Date

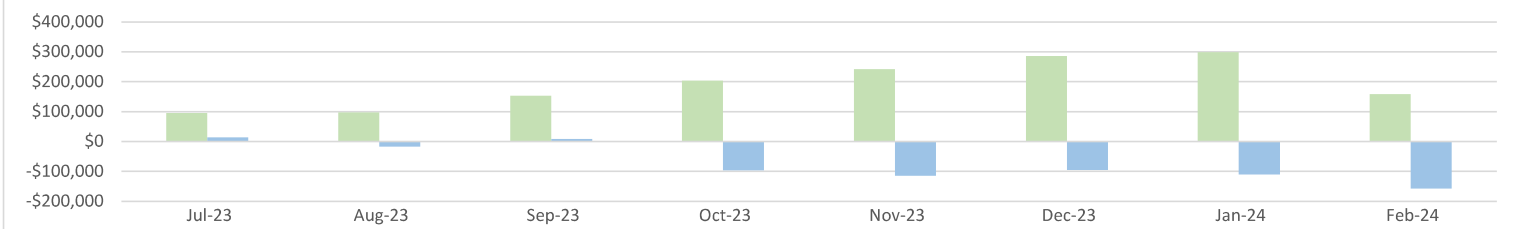


Net Position by Month



	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24
Actual	$95,692	$1,441	$56,198	$49,885	$39,261	$43,362	$12,879	-$139,743
Budget	$13,958	-$30,944	$25,097	-$104,849	-$17,700	$18,550	-$14,133	-$47,018

Year to Date Net Position



	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24
Actual	$95,692	$97,132	$153,330	$203,215	$242,477	$285,838	$298,718	$158,975
Budget	$13,958	-$16,986	$8,111	-$96,738	-$114,438	-$95,888	-$110,021	-$157,039

Carthage Water & Electric Plant

Statement of Revenues, Expenses and Changes in Net Position
For the one month of February 29, 2024 & 2023 with budget comparison

Wastewater

				Month of February 2023	Month of February 2024	Monthly Budget	Monthly $ Variance	Monthly % Variance
Operating Income	**Operating Revenues**	**Sales by Revenue Class**	WW SERVICE BILLINGS-RESID	155,990.13	177,582.16	174,273.00	3,309.16	1.90%
			WW SERVICE BILLINGS-COMM	45,312.95	64,658.66	59,999.00	4,659.66	7.77%
			WW SERVICE BILLINGS-INDUS	64,790.09	66,717.92	69,701.00	(2,983.08)	-4.28%
			PRETREATMENT REVENUE	-	1,750.00	-	1,750.00	0.00%
			PENALTIES-WW	1,671.78	2,267.01	1,411.00	856.01	60.67%
			WW DEPARTMENT UTILITIES	313.72	486.07	146.00	340.07	232.92%
		Sales by Revenue Class Total		**268,078.67**	**313,461.82**	**305,530.00**	**7,931.82**	**2.60%**
		Other Operating Revenues		170.51	-	-	-	0.00%
	Operating Revenues Total			**268,249.18**	**313,461.82**	**305,530.00**	**7,931.82**	**2.60%**
	Operating Expenses	**Operating Expenses- Wastewater**		(120,131.46)	(188,301.58)	(162,341.00)	(25,960.58)	-15.99%
		Pretreatment Expenses		(7,263.90)	(9,710.95)	(17,144.00)	7,433.05	43.36%
		Customer Service Expense		(12,582.37)	(20,384.05)	(22,474.00)	2,089.95	9.30%
		Administrative & General Expense		(25,629.53)	(134,237.94)	(38,752.00)	(95,485.94)	-246.40%
		Depreciation Expense		(97,462.12)	(98,142.36)	(100,011.00)	1,868.64	1.87%
	Operating Expenses Total			**(263,069.38)**	**(450,776.88)**	**(340,722.00)**	**(110,054.88)**	**-32.30%**
Operating Income Total				**5,179.80**	**(137,315.06)**	**(35,192.00)**	**(102,123.06)**	**-290.19%**
Other Income & Expense	**Non-Operating Revenues**	**Investment Income**		8,306.33	12,440.76	3,875.00	8,565.76	221.05%
		Other Non-Operating Income		-	-	-	-	0.00%
		Gain (Loss) on Asset Disposition		-	-	-	-	0.00%
	Non-Operating Revenues Total			**8,306.33**	**12,440.76**	**3,875.00**	**8,565.76**	**221.05%**
	Non-Operating Expenses	**Interest Expense**		(6,297.40)	(5,590.63)	(6,391.00)	800.37	12.52%
		Transfer to City		(9,535.99)	(9,277.86)	(9,277.00)	(0.86)	-0.01%
		Other Non-Operating Expense		-	-	(33.00)	33.00	100.00%
	Non-Operating Expenses Total			**(15,833.39)**	**(14,868.49)**	**(15,701.00)**	**832.51**	**5.30%**
Other Income & Expense Total				**(7,527.06)**	**(2,427.73)**	**(11,826.00)**	**9,398.27**	**79.47%**
Change in Net Position				**(2,347.26)**	**(139,742.79)**	**(47,018.00)**	**(92,724.79)**	**-197.21%**

Carthage Water & Electric Plant

Statement of Revenues, Expenses and Changes in Net Position
For the 8 months ending February 29, 2024 & 2023 with remaining budget

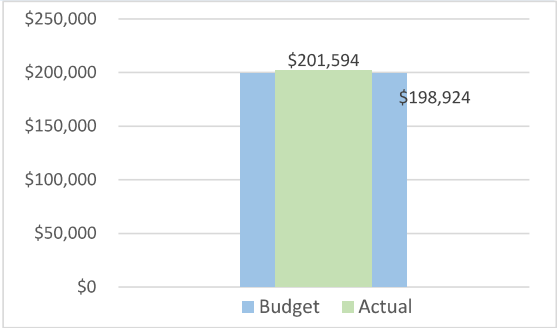
Wastewater

				Year to Date at February 29, 2023	Year to Date at February 29, 2024	Full Year Budget	$ Budget Remaining	% Budget Used
Operating Income	**Operating Revenues**	**Sales by Revenue Class**	WW SERVICE BILLINGS-RESID	1,245,961.96	1,399,651.55	2,079,000.00	679,348.45	67.32%
			WW SERVICE BILLINGS-COMM	414,711.01	532,062.27	774,500.00	242,437.73	68.70%
			WW SERVICE BILLINGS-INDUS	543,833.68	605,470.05	840,000.00	234,529.95	72.08%
			PRETREATMENT REVENUE	8,250.00	11,500.00	-	(11,500.00)	0.00%
			PENALTIES-WW	14,601.11	15,425.76	18,000.00	2,574.24	85.70%
			WW DEPARTMENT UTILITIES	2,043.05	3,407.99	4,300.00	892.01	79.26%
		Sales by Revenue Class Total		**2,229,400.81**	**2,567,517.62**	**3,715,800.00**	**1,148,282.38**	**69.10%**
		Other Operating Revenues		11,137.20	2,500.00	-	(2,500.00)	0.00%
	Operating Revenues Total			**2,240,538.01**	**2,570,017.62**	**3,715,800.00**	**1,145,782.38**	**69.16%**
	Operating Expenses	**Operating Expenses- Wastewater**		(838,198.46)	(1,107,785.75)	(1,669,400.00)	(561,614.25)	66.36%
		Pretreatment Expenses		(68,693.67)	(74,631.54)	(168,050.00)	(93,418.46)	44.41%
		Customer Service Expense		(92,557.47)	(127,444.14)	(243,160.00)	(115,715.86)	52.41%
		Administrative & General Expense		(201,036.80)	(262,134.66)	(375,000.00)	(112,865.34)	69.90%
		Depreciation Expense		(747,860.62)	(778,466.59)	(1,200,141.00)	(421,674.41)	64.86%
	Operating Expenses Total			**(1,948,347.02)**	**(2,350,462.68)**	**(3,655,751.00)**	**(1,305,288.32)**	**64.29%**
Operating Income Total				**292,190.99**	**219,554.94**	**60,049.00**	**(159,505.94)**	**365.63%**
Other Income & Expense	**Non-Operating Revenues**	**Investment Income**		50,418.26	104,189.78	46,500.00	(57,689.78)	224.06%
		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			**50,418.26**	**94,371.79**	**2,047,500.00**	**1,953,128.21**	**4.61%**
	Non-Operating Expenses	**Interest Expense**		(57,719.80)	(50,658.11)	(76,700.00)	(26,041.89)	66.05%
		Transfer to City		(76,287.92)	(74,222.88)	(111,330.00)	(37,107.12)	66.67%
		Other Non-Operating Expense		(31,598.70)	(30,070.73)	(29,800.00)	270.73	100.91%
	Non-Operating Expenses Total			**(165,606.42)**	**(154,951.72)**	**(217,830.00)**	**(62,878.28)**	**71.13%**
Other Income & Expense Total				**(115,188.16)**	**(60,579.93)**	**1,829,670.00**	**1,890,249.93**	**-3.31%**
Change in Net Position				**177,002.83**	**158,975.01**	**1,889,719.00**	**1,730,743.99**	**8.41%**

COMMUNICATION DASHBOARD
FEBRUARY 2024

Carthage Water & Electric Plant

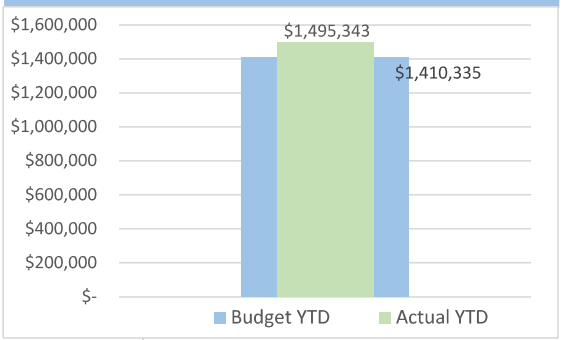
Operating Revenue
Current Month



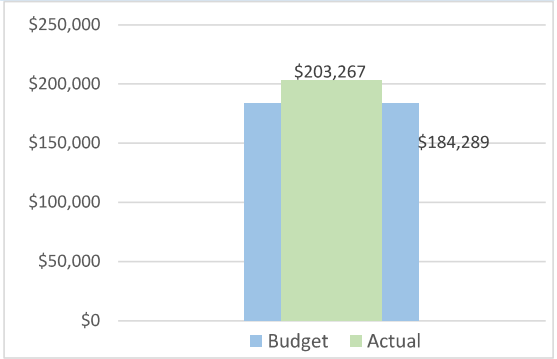
Comments

Operating revenues for the month of February exceeded budget.

Operating Revenue
Year to Date



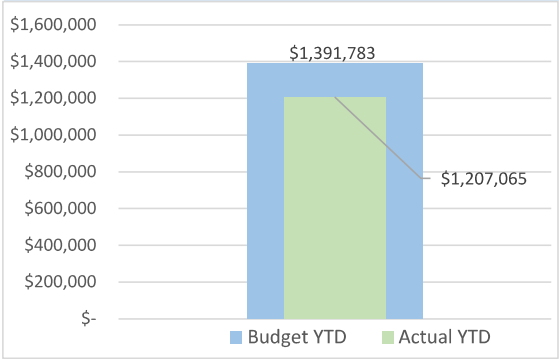
Operating Expense
Current Month



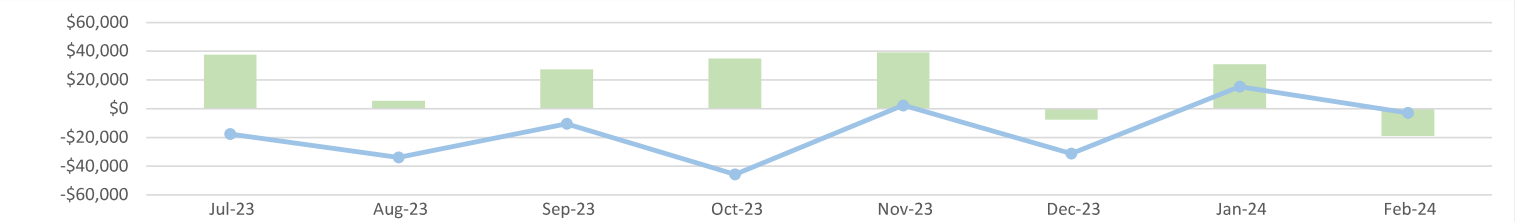
Comments

Operating expenses exceeded budget for the month of February.

Operating Expense
Year to Date



Net Position by Month



	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24
Actual	$37,643	$5,552	$27,270	$34,799	$39,043	-$7,670	$30,946	-$18,894
Budget	-$17,590	-$33,803	-$10,472	-$45,593	$2,322	-$31,190	$15,385	-$2,906

Year to Date Net Position

	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24
Actual	$37,643	$43,194	$70,464	$105,262	$144,305	$136,636	$167,582	$148,688
Budget	-$17,590	-$51,393	-$61,865	-$107,458	-$105,136	-$136,326	-$120,941	-$123,847

Carthage Water & Electric Plant

Statement of Revenues, Expenses and Changes in Net Position
For the one month of February 29, 2024 & 2023 with budget comparison

Communication

				Month of February 2023	Month of February 2024	Monthly Budget	Monthly $ Variance	Monthly % Variance
Operating Income	**Operating Revenues**	**Sales by Revenue Class**	WIRELESS RESIDENTIAL	20,605.25	16,409.18	16,408.00	1.18	0.01%
			FIBER RESIDENTIAL	72,176.65	111,547.99	115,155.00	(3,607.01)	-3.13%
			WIRELESS COMMERCIAL	3,537.97	3,294.78	2,200.00	1,094.78	49.76%
			FIBER COMMERCIAL	33,569.74	38,560.46	35,592.00	2,968.46	8.34%
			FIBER INDUSTRIAL	11,029.05	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	478.53	442.00	36.53	8.26%
			CWEP FIBER	9,235.00	9,090.00	9,292.00	(202.00)	-2.17%
		Sales by Revenue Class Total		**154,704.30**	**193,668.94**	**194,914.00**	**(1,245.06)**	**-0.64%**
		Other Operating Revenues		4,920.00	7,925.00	4,010.00	3,915.00	97.63%
	Operating Revenues Total			**159,624.30**	**201,593.94**	**198,924.00**	**2,669.94**	**1.34%**
	Operating Expenses	**Operating Expenses - Fiber**		(18,254.01)	(59,881.46)	(71,612.00)	11,730.54	16.38%
		Operating Expenses - Wireless		(19,260.15)	(20,141.72)	(24,626.00)	4,484.28	18.21%
		Customer Service Expense		(3,315.88)	(6,800.68)	(7,498.00)	697.32	9.30%
		Administrative & General Expense		(9,606.83)	(44,397.52)	(12,818.00)	(31,579.52)	-246.37%
		Depreciation Expense		(60,813.93)	(72,045.17)	(67,735.00)	(4,310.17)	-6.36%
	Operating Expenses Total			**(111,250.80)**	**(203,266.55)**	**(184,289.00)**	**(18,977.55)**	**-10.30%**
Operating Income Total				**48,373.50**	**(1,672.61)**	**14,635.00**	**(16,307.61)**	**111.43%**
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**		(12,496.42)	(11,666.51)	(11,646.00)	(20.51)	-0.18%
		Transfer to City		(4,144.96)	(4,722.35)	(4,723.00)	0.65	0.01%
		Other Non-Operating Expense		(882.36)	(832.06)	(1,172.00)	339.94	29.01%
	Non-Operating Expenses Total			**(17,523.74)**	**(17,220.92)**	**(17,541.00)**	**320.08**	**1.82%**
Other Income & Expense Total				**(17,523.74)**	**(17,220.92)**	**(17,541.00)**	**320.08**	**1.82%**
Change in Net Position				**30,849.76**	**(18,893.53)**	**(2,906.00)**	**(15,987.53)**	**-550.16%**

Carthage Water & Electric Plant

Statement of Revenues, Expenses and Changes in Net Position
For the 8 months ending February 29, 2024 & 2023 with remaining budget

Communication

				Year to Date at February 29, 2023	Year to Date at February 29, 2024	Full Year Budget	$ Budget Remaining	% Budget Used
Operating Income	**Operating Revenues**	**Sales by Revenue Class**	WIRELESS RESIDENTIAL	171,868.43	140,626.64	200,500.00	59,873.36	70.14%
			FIBER RESIDENTIAL	530,345.42	773,717.44	1,274,000.00	500,282.56	60.73%
			WIRELESS COMMERCIAL	29,374.43	27,062.86	28,200.00	1,137.14	95.97%
			FIBER COMMERCIAL	265,893.29	296,941.85	423,500.00	126,558.15	70.12%
			FIBER INDUSTRIAL	93,512.01	81,006.50	140,500.00	59,493.50	57.66%
			FIBER DARK	32,920.00	32,445.00	49,400.00	16,955.00	65.68%
			CWEP WIRELESS	3,485.12	3,268.01	5,300.00	2,031.99	61.66%
			CWEP FIBER	74,335.00	72,890.00	111,500.00	38,610.00	65.37%
		Sales by Revenue Class Total		**1,201,733.70**	**1,427,958.30**	**2,232,900.00**	**804,941.70**	**63.95%**
		Other Operating Revenues		33,982.57	67,385.00	48,120.00	(19,265.00)	140.04%
	Operating Revenues Total			**1,235,716.27**	**1,495,343.30**	**2,281,020.00**	**785,676.70**	**65.56%**
	Operating Expenses	**Operating Expenses - Fiber**		(169,809.89)	(382,618.82)	(706,200.00)	(323,581.18)	54.18%
		Operating Expenses - Wireless		(136,284.56)	(145,339.76)	(193,200.00)	(47,860.24)	75.23%
		Customer Service Expense		(24,392.02)	(42,518.94)	(81,120.00)	(38,601.06)	52.41%
		Administrative & General Expense		(75,355.58)	(86,697.74)	(124,030.00)	(37,332.26)	69.90%
		Depreciation Expense		(435,170.76)	(549,889.58)	(812,821.00)	(262,931.42)	67.65%
	Operating Expenses Total			**(841,012.81)**	**(1,207,064.84)**	**(1,917,371.00)**	**(710,306.16)**	**62.95%**
Operating Income Total				**394,703.46**	**288,278.46**	**363,649.00**	**75,370.54**	**79.27%**
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**		(101,872.19)	(95,283.36)	(141,000.00)	(45,716.64)	67.58%
		Transfer to City		(33,159.68)	(37,778.80)	(56,675.00)	(18,896.20)	66.66%
		Other Non-Operating Expense		(8,089.24)	(6,774.74)	(14,150.00)	(7,375.26)	47.88%
	Non-Operating Expenses Total			**(143,121.11)**	**(139,836.90)**	**(211,825.00)**	**(71,988.10)**	**66.02%**
Other Income & Expense Total				**(142,592.93)**	**(139,590.02)**	**(211,825.00)**	**(72,234.98)**	**65.90%**
Change in Net Position				**252,110.53**	**148,688.44**	**151,824.00**	**3,135.56**	**97.93%**

Carthage Water & Electric Plant

Statement of Cash Flows
For the 8 months ending February 29, 2024 & 2023

	at February 29	
	2023	2024
Cash Flows from Operating Activities		
Cash Received From		
Customers	$ 28,222,655.68	$ 29,235,202.87
Cash Paid To		
Suppliers for Goods & Services	(18,474,599.33)	(19,039,007.19)
Employees for Services	(4,607,437.60)	(4,125,537.36)
Net Cash Provided (Used) by Operating Activities	5,140,618.75	6,070,658.32
Cash Flows from Noncapital Financing Activities		
Cash Received From		
Other non operating sources+	(1,325,771.69)	34,909.53
Cash Paid To		
Transfer to City	(836,303.28)	(861,333.35)
Other non operating sources-	(288,552.94)	(44,720.84)
Net Cash Provided (Used) by Noncapital Financing Activities	(2,450,627.91)	(871,144.66)

Carthage Water & Electric Plant

Statement of Cash Flows (continued)
For the 8 months ending February 29, 2024 & 2023

	at February 29	
	2023	2024
Cash Flows from Capital and Related Financing Activities		
Cash Received From		
Non Operating Sources	$ -	$ -
Cash Paid To		
Net Additions to Utility Plant	(3,899,888.88)	(7,540,907.45)
Principal Payments on Long Term Debt	14,769,050.81	(813,705.96)
Interest Payment on Long Term Debt	(199,507.53)	(512,785.01)
Net Additions to Arbitrage	-	-
Net Cash Provided (Used) by Capital and Related Financing Activities	10,669,654.40	(8,867,398.42)
Cash Flow from Investing Activities		
Cash Received From		
Earnings on Investments	477,628.28	1,152,091.71
Sale of Investments	-	-
Cash Paid To		
Purchase of Investment Securities	-	-
Net Cash Provided (Used) by Investing Activities	477,628.28	1,152,091.71
Net Increase (Decrease) in Cash and Cash Equivalents	13,837,273.52	(2,515,793.05)
Cash and Cash Equivalents - at July 1	24,789,017.30	38,554,624.70
Cash and Cash Equivalents - at February 29	**$ 38,626,290.82**	**$ 36,038,831.65**

Carthage Water & Electric Plant

Statement of Cash Flows (continued)
For the 8 months ending February 29, 2024 & 2023

	at February 29	
	2023	2024
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities		
Net Operating Income (Loss)	$ 4,483,218.69	$ 3,865,306.47
Adjustments to Reconcile Operating Income to Net Cash Provided (Used) by Operating Activities		
Depreciation Expense	3,128,905.09	3,408,222.32
Amortization Expense	-	-
Change in Assets and Liabilities		
(Increase) Decrease in Accounts Receivable	(165,601.15)	(565,175.41)
(Increase) Decrease in Inventories	(1,158,001.94)	(121,479.94)
(Increase) Decrease in Prepayments	129,373.70	136,969.50
Increase (Decrease) in Accounts Payable and Accrued Expenses	(1,262,291.70)	(631,715.99)
Increase (Decrease) in Customer Deposits	8,168.84	14,117.09
Increase (Decrease) in Compensated Absences	9,045.42	(35,585.72)
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	$ 5,140,618.75	$ 6,070,658.32

Supplementary Information

Carthage Water & Electric Plant

Production & Disposition
For the month and 8 months ending February 29, 2024 & 2023

	Current Month	Prior Year Month	Current Year to Date	Prior Year to Date
ELECTRIC-Kilowatthours:				
Generation:				
Gross Generation	12,000	24,000	1,439,000	1,399,000
Less: Station Use	(116,057)	(54,564)	(781,590)	(812,393)
Net Generation	(104,057)	(30,564)	657,410	586,607
				-
Gross Purchased Power	21,107,000	21,326,000	197,663,137	201,781,750
Transmission Losses	(208,000)	(224,000)	(1,894,000)	(1,902,000)
Net Purchased Power	20,899,000	21,102,000	195,769,137	199,879,750
				-
Total System Load	20,794,943	21,071,436	196,426,547	200,466,357
Energy Imbalance (+/-)	98,000	(415,000)	(1,040,137)	(4,674,746)
Real Time Imports Into SPP	-	-	-	-
Meter / Accumulator Differential	5,000	(1,000)	7,000	(21,004)
Total to Distribution System	20,897,943	20,655,436	195,393,410	195,770,607
Disposition:				
Residential Sales	8,369,873	7,162,796	58,921,318	60,083,621
Commercial Sales	4,262,871	4,091,228	36,060,744	36,992,917
Industrial Sales	11,014,710	10,165,541	91,016,015	89,916,308
City Billings	160,651	144,040	1,205,843	1,088,101
Total Sales	23,808,105	21,563,605	187,203,920	188,080,947
				-
Company Use	720,129	656,347	5,629,047	5,911,089
Total Accounted For	24,528,234	22,219,952	192,832,967	193,992,036
				-
Distrib. & Other Losses	(3,630,291)	(1,564,516)	2,560,443	1,778,571
Net to Distribution System	20,897,943	20,655,436	195,393,410	195,770,607
Power loss percentage **(Industry = 4%-5%)**	-17.37%	-7.57%	1.31%	0.91%
Peak Load in KW	39,000			
Peak day and time	2/12/2024	12:00 PM		

	Current Month	Prior Year Month	Current Year to Date	Prior Year to Date
WATER-Gallons:				
Production:				
Gross Pumped	62,871,600	65,989,200	565,108,700	607,655,500
Filter & Prod. Use	(2,363,100)	(2,040,200)	(20,910,400)	(23,937,000)
Total to Distribution System	60,508,500	63,949,000	544,198,300	583,718,500
				-
Disposition:				-
Residential Sales	22,572,778	19,598,395	184,628,628	189,819,959
Commercial Sales	11,443,065	9,841,825	107,000,417	111,359,541
Industrial Sales	18,033,209	17,722,012	149,560,435	160,894,369
Bulk Water Sales	75,600	10,800	960,200	1,045,000
City Billings	9,525	388,700	340,855	1,038,110
Total Sales	52,134,177	47,561,732	442,490,535	464,156,979
				-
Company Use - not billed	447,900	376,000	5,493,550	6,568,739
Company Use - billed	832,483	1,097,791	7,515,103	10,668,536
Total Accounted For	53,414,560	49,035,523	455,499,188	481,394,254
Distrib. & Other Losses	7,093,940	14,913,477	88,699,112	102,324,246
Net to Distribution System	60,508,500	63,949,000	544,198,300	583,718,500
Water loss percentage **(Industry goal <= 10%)**	11.72%	23.32%	16.30%	17.53%
Maximum Gallons	2,894,300			
Peak day	2/4/2024			

Carthage Water & Electric Plant

Construction In Progress Report
For the 8 months ending February 29, 2024

OPEN WORK ORDERS

W.O. NUMBER	DESCRIPTION	ESTIMATE	CURRENT BALANCE
	Electric Dept:		
1346	Scada Upgrades	$ 525,000	$ 872,329
1373	East 69KV Line Improvements	6,000,000	887,461
1374	Relocate Feeders 1-5 to Sub 1	3,000,000	3,363,719
1375	Replace Transformer 2-1	3,500,000	1,495,095
1376	Feeder 17 Extension	2,200,000	33,122
1389	Secondary CT Service Upgrades FY24	33,000	9,633
1392	Central Park Street Lighting	200,000	44,225
1400	Line Changes 2nd Half FY24	520,100	181,815
1401	Steet Lighting 2nd Half FY24	89,850	9,127
1402	Services Changes 2nd Half FY24	171,000	51,594
1403	Area Lights 2nd Half FY24	31,750	12,997
1404	MPUA Pole & Cable Replacements	60,000	7,257
1405	3 Bushing Replacements on Transformer 1-2	50,000	17,490
	Total Electric	**$ 16,380,700**	**$ 6,985,864**
	Water Dept:		
2198	New Services FY24	$ 112,500	$ 95,671
2199	Renewed Services FY24	20,300	9,496
2200	Hydrants FY24	25,000	19,030
2201	Gate Valve Replacements FY24	20,000	21,558
2202	Water & Lift Station Scada Upgrade	375,000	36,839
2203	Water Treatment Plant Front Steps Repair	12,000	395
	Total Water	**$ 564,800**	**$ 182,989**

W.O. NUMBER	DESCRIPTION	ESTIMATE	CURRENT BALANCE
	Wastewater Dept:		
3083	WWTP Asphalt Resurfacing	$ 125,000	$ 146
3088	Aeration Basin Crack Repair	30,450	29,580
3089	Collection System Rehabilitation FY24 ARPA CIPP	2,075,000	4,103
3090	Water & Lift Station Scada Upgrade	175,000	29,176
3092	Precious Momnets Lift Station Fence	77,000	11,165
3093	Church of Christ Lift Station Fence	11,000	7,212
	Total Wastewater	**$ 2,493,450**	**$ 81,382**
	Communication Dept:		
4104	Wireless Internet 2nd Half FY24	$ 14,950	$ 2,498
4105	Fiber Extensions 2nd Half FY24	893,500	279,265
	Total Communication	**$ 908,450**	**$ 281,764**
	Office & Joint		
9056	Lobby Renovation - Furniture	$ 33,000	$ 37,393
9063	CEDC FY24	70,000	85,895
9070	Gate Arm and Opener Warehouse Entrance	12,160	13,168
9071	Complex N Hall Offices	50,000	12,054
9072	Complex Maintenance Shop/Tools	67,500	23,217
9073	Complex Scada Offices	-	20,858
9074	2024 Chevy Silverado 1500 4x4 crew cab	50,000	52,534
	Total Office and Joint	**$ 282,660**	**$ 245,120**
	Total Construction in Progress	**$ 20,630,060**	**$ 7,777,118**

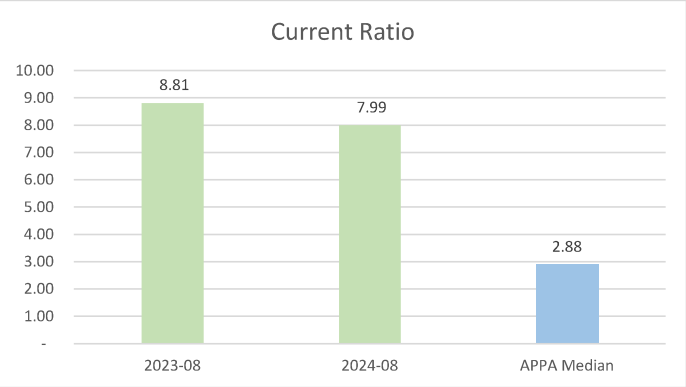
CLOSED WORK ORDERS

W.O. NUMBER	DESCRIPTION	ESTIMATE	TOTAL COSTS
	Electric Work Orders closed in February 2024		
1396	Bus Work Repair in Plant Sub Metal Clad	$ 25,000	$ 58,933
1399	City Christmas Lighting 2023	5,000	16,037
	Water Work Orders closed in February 2024		**None**

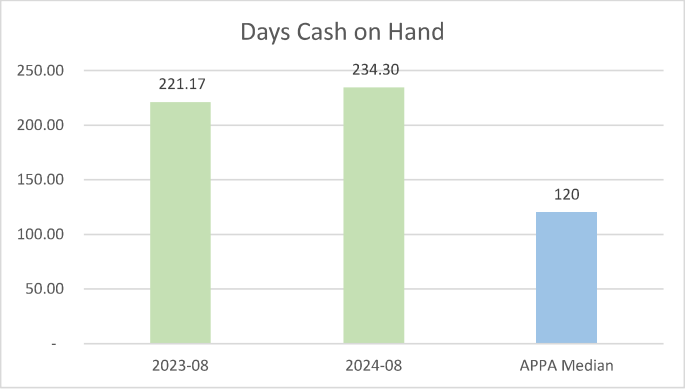
W.O. NUMBER	DESCRIPTION	ESTIMATE	TOTAL COSTS
	Wastewater Work Orders closed in February 2024		**None**
	Communication Work Orders closed in February 2024		**None**
	Joint Work Orders closed in February 2024		
9067	2023 Sparkle in the Park	$ 171,000	$ 193,495

Carthage Water & Electric Plant

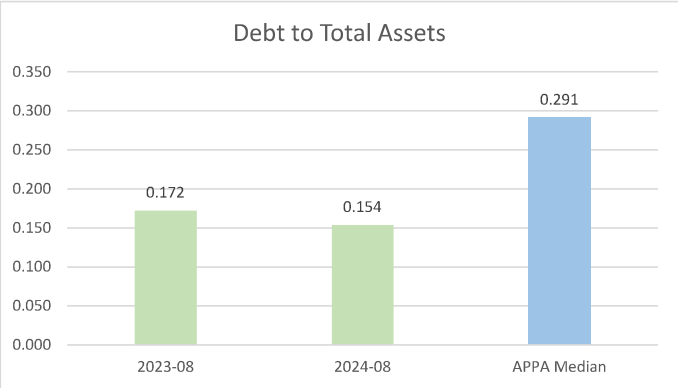
Financial Ratios
For the 8 months ending February 29, 2024 & 2023



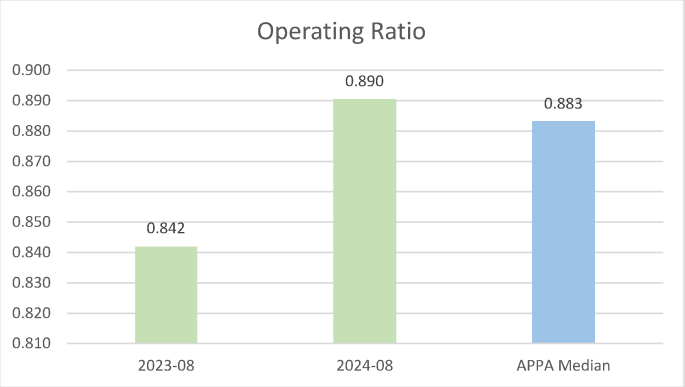
The ratio of total current and accrued assets to total current and accrued liabilities. Measures CW&EP's short-term liquidity (the ability to pay bills). The higher the ratio, the more capable the company is of paying its obligations, as it has a larger proportion of asset value relative to the value of its liabilities.



Represents the number of days that CW&EP can continue to pays 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.



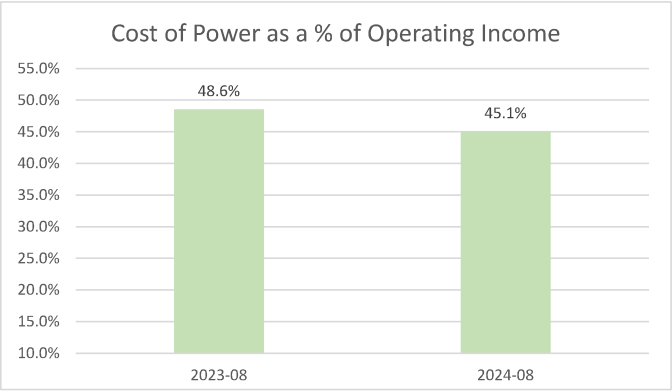
This ratio measures CW&EP's ability to meet its current and long-term liabilities based on the availability of assets.



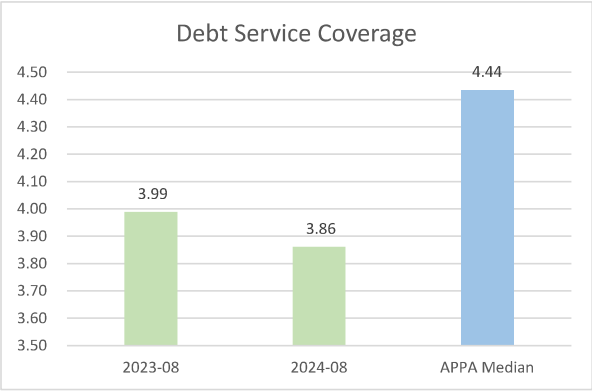
The ratio of total operation and maintenance expenses to total operating revenues. The smaller the ratio, the greater CW&EP's ability to generate profit if revenues decrease.

Carthage Water & Electric Plant

Financial Ratios (continued)
For the 8 months ending February 29, 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.

Carthage Water & Electric Plant

Customer Service Expense and Administrative & General Expense Detail
For the 8 months ending February 29, 2024 & 2023 with remaining budget

		Year to Date at February 29, 2023	Year to Date at February 29, 2024	Full Year Budget	$ Budget Remaining	% Budget Used
Customer Service Expense	SUPERVISION-CUST ACCTING	(29,605.58)	(62,294.97)	(87,800.00)	(25,505.03)	70.95%
	CUSTOMER RECORDS & COLL	(190,974.43)	(282,105.51)	(472,000.00)	(189,894.49)	59.77%
	UNCOLLECTIBLE ACCOUNTS	560.64	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	(13,400.89)	(26,644.91)	(36,600.00)	(9,955.09)	72.80%
	MISC CUSTOMER SERVICE & INFORMATION	(110,218.15)	(108,154.27)	(256,000.00)	(147,845.73)	42.25%
	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	131,072.10	180,705.33	344,780.00	164,074.67	52.41%
	CUSTOMER SERVICE EXP ALLOCATED TO WATER	95,616.82	131,835.65	251,540.00	119,704.35	52.41%
	CUSTOMER SERVICE EXP ALLOCATED TO WASTEWATER	92,557.47	127,444.14	243,160.00	115,715.86	52.41%
	CUSTOMER SERVICE EXP ALLOCATED TO COMMUNICATION	24,392.02	42,518.94	81,120.00	38,601.06	52.41%
Administrative & General Expense	GENERAL OFFICERS SALARIES	(258,241.45)	(368,900.68)	(683,000.00)	(314,099.32)	54.01%
	GENERAL CLERKS SALARIES	(241,553.71)	(336,977.62)	(582,000.00)	(245,022.38)	57.90%
	OFFICE SUPPLIES & EXPENSE	(10,967.05)	(11,293.08)	(27,000.00)	(15,706.92)	41.83%
	NETWORK SERVICES	(121,821.96)	(220,474.02)	(350,000.00)	(129,525.98)	62.99%
	COMPUTER EQUIPMENT, SOFTWARE & ACCESSORIES	(32,930.07)	(28,373.89)	(69,700.00)	(41,326.11)	40.71%
	GENERAL ADM EXP CAPTLZD	459,357.78	72,095.71	302,300.00	230,204.29	23.85%
	OUTSIDE SERVICES EMPLOYED	(51,818.92)	(179,792.62)	(112,500.00)	67,292.62	159.82%
	PROPERTY INSURANCE	(5,084.28)	(5,420.08)	(8,500.00)	(3,079.92)	63.77%
	INJURIES AND DAMAGES	(144,023.13)	(84,238.91)	(137,100.00)	(52,861.09)	61.44%
	EMPL BENEFITS-FLOAT HOLIDAY	(11,296.49)	-	-	-	0.00%
	EMPL BENEFITS-VACATIONS	(230,100.07)	-	-	-	0.00%
	EMPL BENEFITS-HOLIDAYS	(146,106.20)	-	-	-	0.00%
	EMPL BENEFITS-SICK LEAVE	(80,590.70)	-	-	-	0.00%
	EMPL BENEFITS-OTHER	(5,704.73)	-	-	-	0.00%
	EMPL BENEFITS-FAMILY SICK LEAVE	(10,250.60)	-	-	-	0.00%
	SOCIAL SECURITY	(208,163.26)	-	-	-	0.00%
	DISABILITY & LIFE INSURANCE	(14,483.30)	(15,356.42)	(23,400.00)	(8,043.58)	65.63%
	CW&EP RETIREMENT	(544,240.82)	-	-	-	0.00%
	GASB 68 ADJUSTMENT (LAGERS)	-	-	(50,000.00)	(50,000.00)	0.00%
	MEDICARE	(49,805.35)	-	-	-	0.00%
	HEALTH INSURANCE	(428,233.73)	-	-	-	0.00%
	PHYSICAL EXAMINATIONS	(2,244.00)	(2,709.20)	(7,000.00)	(4,290.80)	38.70%
	UNIFORMS/SAFETY SHOES ETC.	(32,718.91)	(15,884.84)	(14,000.00)	1,884.84	113.46%
	WELLNESS, OTHER BENEFITS	(24,742.89)	(32,760.63)	(41,500.00)	(8,739.37)	78.94%
	CAFETERIA BENEFITS	(4,558.31)	(4,696.10)	(7,000.00)	(2,303.90)	67.09%
	ICMA MATCHING	(34,633.91)	-	-	-	0.00%
	GENERAL ADVERTISING	(894.00)	(3,448.14)	(7,500.00)	(4,051.86)	45.98%
	MISC GENERAL EXPENSE	(3,195.72)	(2,798.33)	(3,900.00)	(1,101.67)	71.75%
	ECON DEVELOP/PUB RELATION	(112,216.51)	(1,876,450.18)	(2,089,000.00)	(212,549.82)	89.83%
	COMMUNICATION	(22,427.11)	(20,610.25)	(34,900.00)	(14,289.75)	59.06%
	TRANSPORTATION COSTS ALLOCATED	-	-	16,000.00	16,000.00	0.00%
	EDUCATION & TRAINING	(58,036.29)	(34,900.49)	(91,200.00)	(56,299.51)	38.27%
	MEMBERSHIP DUES	(43,739.81)	(30,050.44)	(45,400.00)	(15,349.56)	66.19%
	OFFICE BLDG MAINTENANCE AND SUPPLIES	(197,977.97)	(263,038.91)	(433,500.00)	(170,461.09)	60.68%
	SOFTWARE MAINTENANCE AGREEMENTS	(109,677.10)	(144,224.09)	(234,000.00)	(89,775.91)	61.63%
	GRANT INCOME - RBS GRANT	-	300,000.00	-	(300,000.00)	0.00%
	INTEREST INCOME - RBS GRANT	-	171.08	-	(171.08)	0.00%
	MISC GENERAL INCOME	13,186.83	12,762.14	16,700.00	3,937.86	76.42%
	GAIN/LOSS ON DISPOSAL OF FIXED ASSETS	(6,064.48)	-	-	-	0.00%
	ADMIN AND GENERAL ALLOCATED TO ELECTRIC	2,241,805.34	2,658,194.93	3,802,720.00	1,144,525.07	69.90%
	ADMIN AND GENERAL ALLOCATED TO WATER	257,800.50	290,342.66	415,350.00	125,007.34	69.90%
	ADMIN AND GENERAL ALLOCATED TO WASTEWATER	201,036.80	262,134.66	375,000.00	112,865.34	69.90%
	ADMIN AND GENERAL ALLOCATED TO COMMUNICATION	75,355.58	86,697.74	124,030.00	37,332.26	69.90%