



City of Carthage, Missouri

CITY COUNCIL

April 9, 2024 - 6:30 PM
CW&EP Community Room
627 W Centennial Ave

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 26, 2024 Minutes
6. **Presentations/Proclamations**
 1. Earth Day Proclamation
 2. Arbor Day Proclamation
7. **Public Comments**

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

(Each Councilmember is limited to no more than two (2) minutes. The time may be extended by the Chair if deemed necessary. Once a Councilmember has had their say on a particular issue they are not permitted to once again speak on the issue unless permitted by the Chair)
12. **Administrative Reports**
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. 24-21 - 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
3. Election Results - Motion to approve
4. Adjourn Old Council

16. ***SHORT RECESS*******

17. New Business

1. Oath of Office
2. Roll Call
3. Mayor's Committee Appointments
4. Election of Mayor Pro Tem

18. Mayor's Appointments

19. Resolutions

1. Resolution 2038 -- A Resolution of the Council of the City of Carthage, Missouri expressing support of the City's application for funds through MoDOT's Transportation Alternatives Program (TAP) and authorizing the submission of an application relating to the proposed Carthage Sidewalk Improvements Project, Fairview (Route E)/River/George Phelps Blvd, also known as Phase 8, in the City of Carthage, Missouri

20. Closing Comments

21. Executive Session

22. 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 26, 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, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey. Council Member Terri Heckmaster was absent. City Administrator Greg Dagnan and City Attorney Nate Dally were also present.

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

Mr. Elliff made a motion, seconded by Mr. Taylor, to approve the minutes of the March 26, 2024, Council Meeting and Closed Session meeting. Motion carried unanimously.

During Citizen's Participation, Dustin Edge 1490 Piper Drive, mentioned he had spoken with residents and it brought up a few questions. He asked why all City meetings weren't live streamed, if the City had looked at software for improving communications with residents, asked other Council Members what they currently do to communicate with residents. He also mentioned he enjoyed the State of the City address that was done a few years ago and would like to see it done again with some improvements.

John Patrick 1002 Durward Hall Drive, spoke to the Council about the sidewalks along River Street. He came to Council two years ago to ask for sidewalks along River for the students who walked that street to get to the High School. He thanked Greg, Zeb, and Alan for getting the sidewalks built and making a positive difference.

Joel Terry 2219 Alison Street, mentioned he had done some research on the sunshine law and brought up one point specifically in which the custodian of records is to respond no later than 3 days to a records request, Bill Putnam requested minutes for the hiring of the City Administrator in July 2023 and as of March 2024, he still has not received them. He also brought up the censure resolution against Tiffany Cossey. He mentioned that a few meetings ago it was mentioned that to replace the bridges on North Garrison, the cost would be \$10 million dollars, but the City just purchased completely undeveloped land for \$10 million. He also said there are threats from Administration to other employees, which could cost the City a lot of money in lawsuits.

Holly Williams who lives next to the Ministerios El Jordan Church at 1705 S Baker, came to ask the Council what can be done about the loud noise that comes from the church and blares into her house. Chief Hawkins advised her that three citations have been issued to the church already and he encouraged her to keep complaining until they are following the noise ordinance.

Mr. Snow reported that the Budget Ways and Means Committee is between meetings with the next meeting scheduled for April 8. He mentioned that meetings with Mr. Dagnan, Ms. Cox, the Mayor, department heads and himself would begin next week to start looking at what has been budgeted and start making decisions on cuts if needed.

Ms. Blair reported that the Committee on Insurance, Audit and Claims met on this day and approved the claims. The committee approved the Council Bill to make the Assistant City Administrator an officer of the City, that appears in Council Bill 24-21. They also discussed an update to the code of ethics, it has been tabled until the April 23 to allow time for the committee to review the document and the new documents that were given out by Mr. Dally at the meeting. Ms. Cox reported that the City's insurance provider has raised the deductible from \$1,000 to \$25,000 per occurrence for wind and hail claims. She also reported on the budget process. Mr. Dagnan had reported that there are two new positions that may be added in the next budget, if the budget committee approves the positions, the job descriptions will go to Insurance, Audit and Claims for approval. The next meeting will be April 23.

Mr. Elliff reported that the Public Safety Committee met on March 25. The committee heard from Chief Hawkins about the noise complaints being received about the church on Baker Blvd. They also discussed Kid's Fishing Day on June 8. Mr. Elliff made a motion, seconded by Mr. Armstrong, to close the lake to fishing from midnight June 2 until noon June 8 and to close the roads on the south side of the lake on June 8 from 6 am to noon. Motion carried. They also discussed the CWEP Big Truck Event on April 24 at the library. Mr. Elliff made a motion, seconded by Mr. Snow to close the 7th Street from Garrison to Lyon and the intersection of Maple Street and 7th from 9-11 am on April 24. Motion carried. Chief Hawkins spoke on behalf of Jen Kirby for Food Truck Friday. The events will be held April 12, May 10, June 14, July 12, August 9, and September 13, Mr. Elliff made a motion, seconded by Mr. Snow to close 7th Street from Garrison to Main and Lyon Street from 7th to Chestnut from 7 am to 10 pm for the dates of food truck Friday. Motion carried. The committee also discussed amending Chapter 4 of the Code which needs further amendment but will eventually come to Council. The next meeting is scheduled for April 15.

Ms. Ensor reported the Public Services Committee met on March 19. They also discussed the Kid's Fishing Day on June 8. Ms. Ensor made a motion, seconded by Mr. Taylor, to allow the use of Kellogg Lake Park for Kid's Fishing Day on June 8 from 8 am to noon and to close the lake to fishing from midnight June 2 until noon June 8. Motion carried. They discussed the Carthage R-9 Dual Language Celebration. Ms. Ensor made a motion, seconded by Ms. Blankenship, to allow the school to use Central Park on May 3 from 4-8 pm for the Carthage Dual Language Academy. Motion carried. They discussed the three resolutions that are on the Council agenda. Ms. Ensor made a motion, seconded by Mr. Elliff, to amend Resolution 2035 to read "A Resolution providing for the formal acceptance of a donation to the City of Carthage by Carthage Youth Baseball pursuant to City Policy" she stated that it currently read "to the City of Carthage by the City Council of the City of Carthage, Missouri. Motion carried. The park signs were discussed and will come to council in the future. There was also a grant opportunity presented to the committee. It is from the MLB Youth Development Foundation, the grant would be used to replace the lighting at Fair Acres Baseball Complex to LED lighting. Ms.

Ensor made a motion, seconded by Ms. Blankenship to pursue the grant from MLB Youth Development Foundation to replace the lights at Fair Acres. Motion carried. The next meeting is scheduled for April 16.

Mr. Armstrong reported that the Public Works Committee is between meetings with the next meeting scheduled for April 2.

Special Committee and Board Liaison Reports were given by Mr. Snow for Carthage Water & Electric; and Ms. Blair for the Humane Society.

Mayor Rife reported that budget meetings will starting next week with the departments and that he had met with some other insurance providers just to see what else was out there.

During Remarks from Council Members, Ms. Ensor congratulated CWEP for their award of Water System of the year by the Missouri Rural Water Association. Mr. Armstrong responded the questions that were brought up during citizen's participation. He would love to have all the City meetings and meetings relating to City business livestreamed, he believes that since most meetings are after hours the trouble comes from finding staffing to control the livestreams, but we will get there one day. He also mentioned that the North Garrison bridges would be closer to \$30 million to repair, there are 3 bridges and each one would be around \$10 million. They are more expensive since they go over rail and water. He also said that the undeveloped land that was purchased only cost the City \$1 million dollars, along with \$1.5 million from Carthage Water and Electric and \$1 million from the Steadley Trust, the other part came from the grant that was received. Ms. Blair also congratulated CWEP for their award, she would love to see all the meetings live streamed and she mentioned that she communicates with residents via email from the website and by phone calls, she will go door to door during campaigning season. Mr. Snow thanked Mr. Patrick for speaking about the sidewalks, he mentioned there are a few blocks left in that area to be done and will be in the works soon. Ms. Cossey congratulated CWEP, she also addressed some concerns she had received from a couple employees, current and former. They feel they are being targeted by the City Administration and Departments, she encouraged anyone who also feels targeted to speak up about it so it can be stopped.

Parks and Recreation Director Abi Almandinger reported that when the use tax was passed, 40% of the revenue was allocated to parks projects. There has been \$150,000 allocated to the Rock Stadium renovation and as of today roughly \$90,000 has been spent. She invited everyone out to attend the ribbon cutting on Wednesday March 27 at 4 right before the first home baseball game.

City Administrator Greg Dagnan thanked John Patrick for his comments on the sidewalks, he also told the council that he and Zeb met with the gentleman from the Church of the Ladder Day Saints about the sidewalks around St. Lukes and that is in the budget for next year to be the next set of sidewalks completed with the TAP grant. He was happy with that and is willing to wait for them to get done through the TAP grant process. He also mentioned the department head budget meetings.

The Committee on Claims filed a report in the amount of \$739,003.35 against the following funds: General Revenue \$119,111.64, Public Health \$153,801.57, Lodging \$365.01, Civic Enhancement \$548.29, Public Safety \$9,165.54, Parks/Stormwater \$3,878.00, Fire Protection \$21,527.98, Golf \$19,508.30, Capital Improvements \$10,228.00, Myers Park \$4,223.00, Use Tax \$50,527.13, Public Facilities \$3,617.50, ARPA \$789.47, and Payroll \$341,711.92. Ms.

Blair made a motion, seconded by Ms. Heckmaster, to accept the report and allow the claims. Motion carried.

Under Old Business, C.B. 24-18 -- 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 second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 24-20.

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 second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 24-21.

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 second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 24-22.

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

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 was placed on first reading with no action taken.

Chuck Bryant gave a presentation on the Dogwood Energy Center.

Mr. Elliff made a motion, seconded by Ms. Ensor, to approve Resolution 2035 as amended -- A Resolution providing for the formal acceptance of a donation to the City of Carthage by Carthage Youth Baseball pursuant to City Policy. Resolution 2035 was adopted after a roll call vote of 9 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey.

Ms. Ensor made a motion, seconded by Ms. Blair, to approve 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. Resolution 2036 was adopted after a roll call vote of 9 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey.

Ms. Ensor made a motion, seconded by Mr. Taylor, to approve 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. Resolution 2037 was adopted after a roll call vote of 9 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey.

During closing comments, Mr. Elliff thanked department heads for answers to questions he has. He also mentioned he went to Florida recently and played a round of golf for three times the price of Carthage and the course did not compare to Carthage and he was thankful for the great job our golf course does. Ms. Cossey mentioned that she is concerned about the attendance at the next meeting since new council members will be sworn in. Ms. Cossey made a motion, seconded by Ms. Blair, to move the April 9 meeting to the CWEP Community Room. Motion carried with a 7-2 vote with Mr. Armstrong and Mr. Elliff casting the nay vote. She also encouraged everyone to get out and vote on April 2. Ms. Ensor thanked Ms. Blair for explaining the communication process with the residents that are currently in place and thanked Mr. Armstrong for the explanation of the Garrison bridges repairs. Ms. Blair also encouraged everyone to vote on April 2. Mr. Snow mentioned the colder weather and that spring sports are in full swing at the high school.

Mr. Snow made a motion, seconded by Mr. Elliff, to close the meeting according to Section 610.021 (2) the Agenda includes the possibility of a vote to close part of the meeting to discuss leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor followed by a roll call vote of 9 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Jeff Hole, Alan Snow, Mark Elliff and Tiffany Cossey. Motion carried at 7:43 p.m.

CLOSED SESSION

Mr. Elliff made a motion, seconded by Ms. Ensor, to return to the regular session of the Council Meeting at 8:35 p.m. followed by a roll call vote of 9 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Jeff Hole, Alan Snow, Mark Elliff and Tiffany Cossey. Motion carried.

Mr. Armstrong made a motion, seconded by Mr. Elliff to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 8:36 p.m.

CLOSED SESSION
MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
March 26, 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. Snow made a motion, seconded by Mr. Elliff, to close the meeting according to Section 610.021 (2) the Agenda includes the possibility of a vote to close part of the meeting to discuss leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor followed by a roll call vote of 9 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Jeff Hole, Alan Snow, Mark Elliff and Tiffany Cossey. Motion carried at 7:43 p.m.

There was a short recess before the closed session started. Council went into closed session at 7:50 p.m.

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

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

Jim Benton, Executive Director of the Crisis Center was also present.

Mr. Benton spoke with the Council about a piece of property that would greatly benefit them.

No actions were taken.

Mr. Elliff made a motion, seconded by Ms. Ensor, to return to the regular session of the Council Meeting at 8:35 p.m. followed by a roll call vote of 9 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Jeff Hole, Alan Snow, Mark Elliff and Tiffany Cossey. Motion carried.

Respectfully submitted,

Miranda Deal
City Clerk

PROCLAMATION

WHEREAS, in this day in age we are reminded of the extraordinary importance of maintaining a clean and health environment; and

WHEREAS, the global community faces challenges such as health issues, food and water shortages, and economic struggles; and

WHEREAS, all people, regardless of race, gender, income, or geography, have a right to a healthy, sustainable environment with economic growth and opportunity; and

WHEREAS, we are all caretakers of our planet and have an obligation to combat climate change and environmental degradation to preserve the Earth's beauty and resources; and

WHEREAS, it is necessary to broaden and diversify this global movement to achieve maximum success; and

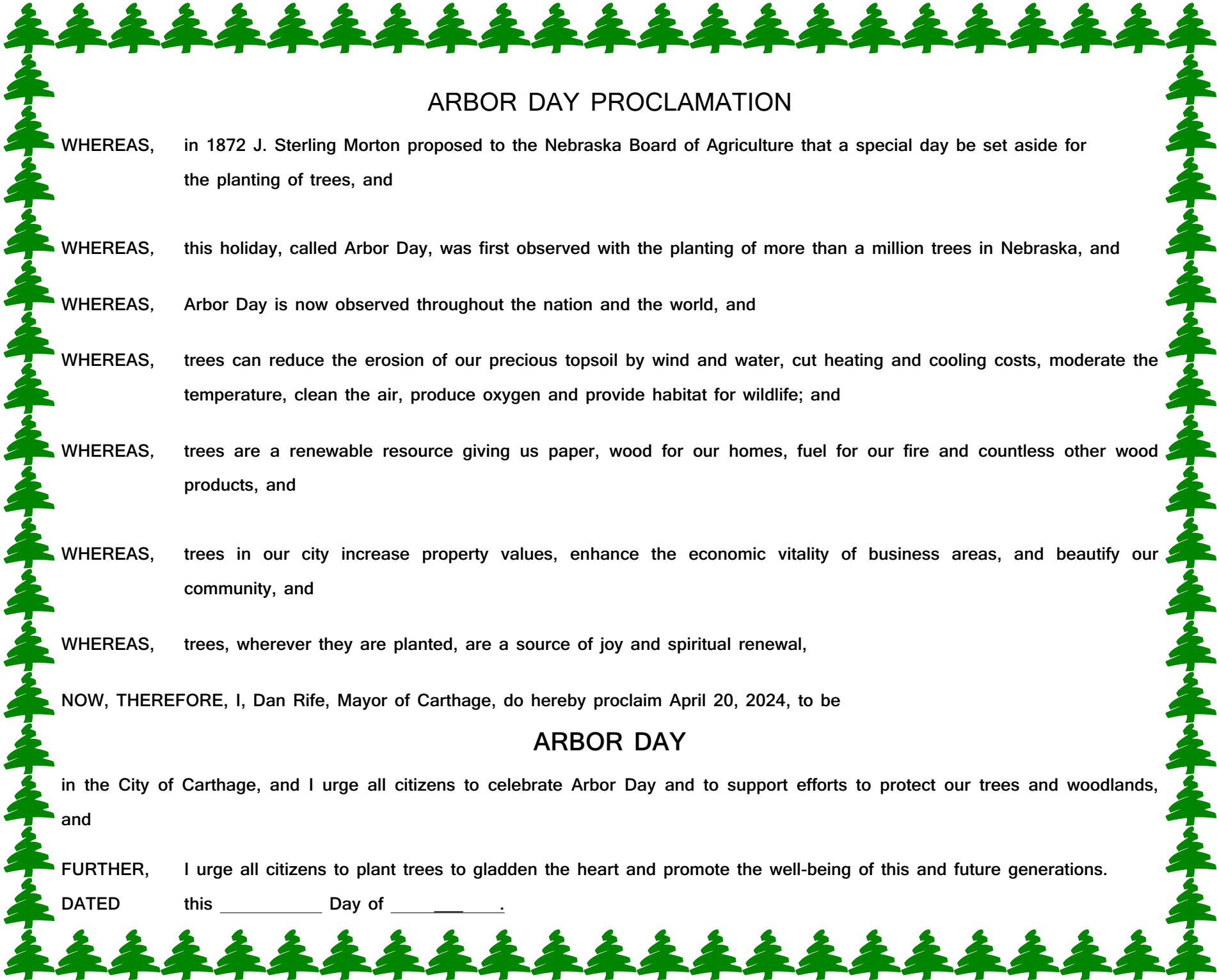
WHEREAS, this year marks the 54th anniversary of the Earth Day movement, let it be known that the City of Carthage, Missouri, encourages all businesses, institutions, and individuals to celebrate the Earth and commit to caring for the planet and its resources

NOW, THEREFORE, I, Dan Rife, Mayor of the City of Carthage, Missouri, do hereby proclaim April 22, 2024, as

EARTH DAY

In the City of Carthage, and I encourage the Carthage community to combat climate change and environmental degradation, support green economy initiatives, and to encourage others to undertake similar actions.

Dan Rife
Mayor



ARBOR DAY PROCLAMATION

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fire and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal,

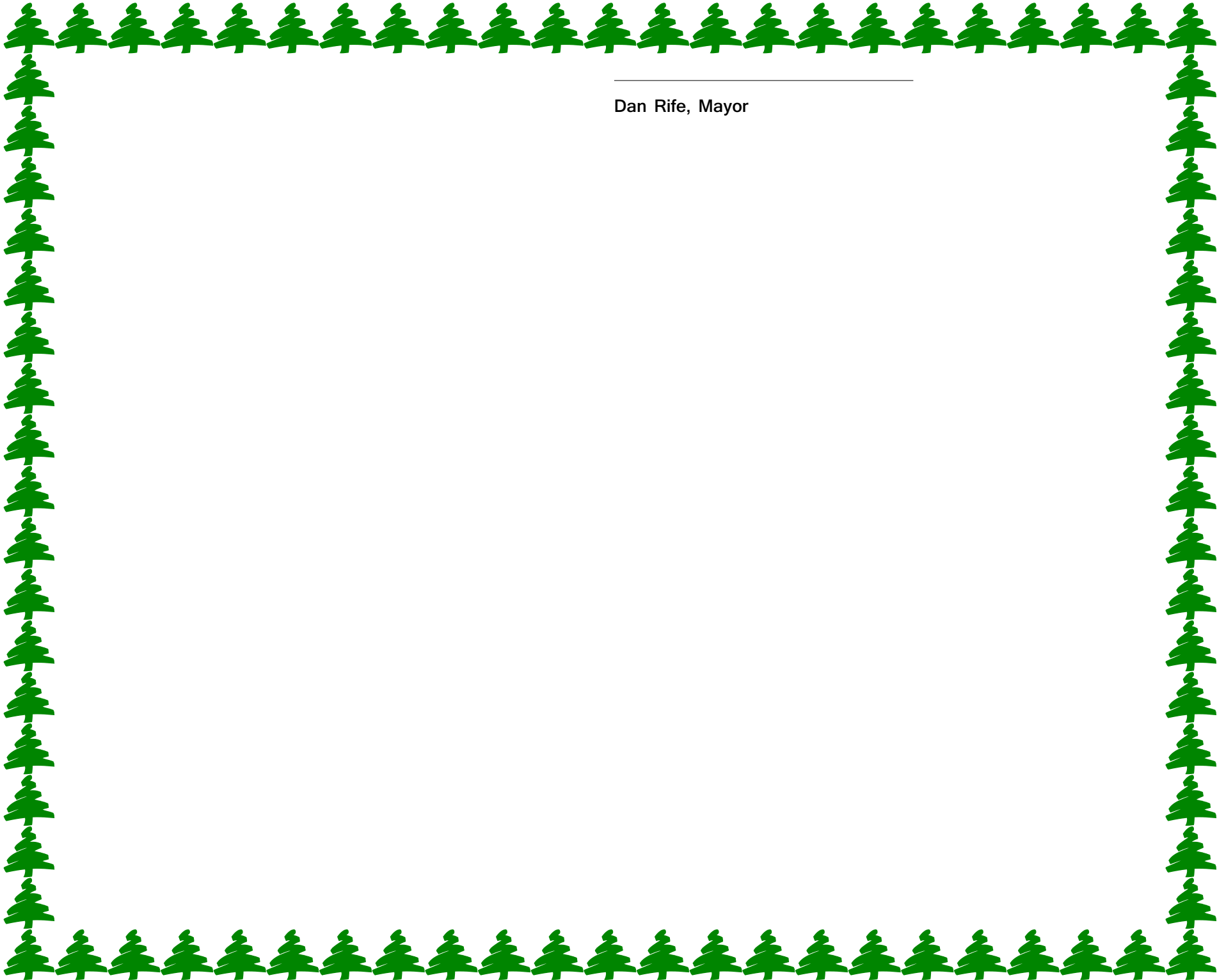
NOW, THEREFORE, I, Dan Rife, Mayor of Carthage, do hereby proclaim April 20, 2024, to be

ARBOR DAY

in the City of Carthage, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED this _____ Day of _____.



Dan Rife, Mayor



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

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

MINUTES

1. Call to Order

2. Old Business

1. Approval of 2/27/24 Minutes

Councilman Snow made a motion to approve the minutes from 2/27/24 Public Safety meeting.

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

Irma Herrera was not present at the meeting. Chief Hawkins discussed the noise complaints that had been received. No motion was taken.

4. New Business

1. Consider and discuss Kids Fishing Day - Jackie Boyer

Jackie Boyer spoke with the committee on Annual Kid's Fishing Day. The event will be held on June 8, 2024, at Kellogg Lake from 8:00am to 12:00 noon. This event will be held the same as in years past. Jackie is requesting the same road closure on the south side of the Lake on Saturday, June 8th from 6:00am until noon and once the lake has been stocked, no fishing is allowed. Councilwomen Blankenship made a motion to close the Lake for public fishing from midnight June 2nd to June 8th at noon and closure of appropriate roads on the south side of Kellogg Lake on June 8th from 6:00am to 12:00 noon. Motion passed.

2. Consider and discuss CWEP Big Truck Event

Carthage Water & Electric Plant is requesting the closure of 7th Street from Garrison to Lyon at the intersection of Maple Street and 7th Street on the morning of Wednesday, April 24th, from 9:00am to 11:00 am for their CWEP Big Truck Event. Councilman Snow made a motion to approve of the requested street closures on April 24th from 9-11am.

3. Consider and discuss animal ordinances - Chief Hawkins

Chief Hawkins discussed the animal ordinance with the committee. Councilman Snow made a motion to amend the license fee for a spayed female or a neutered male to \$5.00 from \$25.00. Motion approved. After lengthy discussion on the animal ordinances, the committee decided to make recommendations for revisions to bring back to the next meeting. They suggested the following revisions to the proposed changes to Chapter 4 Animals of the Code of Carthage:

1. Change the license fee for a spayed female or a neutered male to \$5.00 from \$25
2. Increase the license fee for cats in Section 4-24 to mirror the license fees for dogs.
3. Section 4-6 (e) change to read licenses for the keeping of dogs shall expire one year from date of issue
4. Section 4-6 (f) strike "or identification collar, stamped with an identifying number and the date of expiration"
5. Section 4-42 define area approved for release and who to determine the location
6. Section 4-43 change to "add" instead of "read"
7. Section 4-43 add definition for wild animals - Not tame and lives on its own without any help from people. It finds its own food, shelter, water and all its other needs in a specific natural habitat.

4. Staff Reports

Fire Department

A station/staffing update

Police Department

Chief Hawkins spoke with the committee on Food Truck Friday. On behalf of Jen Kirby, they are requesting the same street closures as in past years. These closures are 7th Street from Garrison to Main and Lyon Street from 7th to Chestnut from 7:00am to 10:00pm on the following dates: April 12th, May 10th, June 14th, July 12th, August 9th, and September 13th. Councilwomen Cossey made a motion to approve the requested street closures. Motion passed.

Traci Cox updated the committee on the City Hall updated fire codes.

5. Adjournment

Councilman Snow made a motion to adjourn. Motion approved



City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

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

MINUTES

1. Call to Order

MEMBERS PRESENT: Robin Blair, Tiffany Cossey, Chris Taylor

OTHER COUNCIL MEMBERS: Mayor Dan Rife, Mark Elliff

STAFF PRESENT: City Administrator Greg Dagnan, Assistant City Administrator Traci Cox, City Clerk Miranda Deal, Parks and Recreation Director Abi Almandinger, and City Attorney Nate Dally

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

2. Old Business

1. Approval of March 12, 2024 Minutes

ACTION: Motion to accept/approve item 2.1. by Tiffany Cossey
Motion passed with a 3:0

AYES: Robin Blair, Tiffany Cossey, Christopher Taylor

2. Review & Approval of the Claims Report

ACTION: Motion to accept/approve item 2.2. by Christopher Taylor
Motion passed with a 3:0

AYES: Robin Blair, Tiffany Cossey, Christopher Taylor

3. Citizens Participation

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

Darren Collier spoke to the committee about adding a few definitions to the code of ethics policy that was on the agenda. He mentioned that it was a nice document to start with, but the committee shouldn't pass something that can't be enforced. He stated that the document needed some more work before moving forward.

4. New Business

1. Consider and Discuss adding the Assistant City Administrator as an officer of the City

Ms. Cossey mentioned that she would like to see some clarification as far as the Assistant City Administrator being able to speak freely to the council and other City officials. Ms. Cox mentioned that maybe that could be added in a separate

ordinance when they define what an officer of the City is.

ACTION: Motion to forward c.b. 24-21 to council by Christopher Taylor

Motion passed with a 3:0

AYES: Robin Blair, Tiffany Cossey, Christopher Taylor

2. Consider and Discuss Code of Ethics Policy Change

Mr. Dally informed the committee that he had placed some documents on their desks that had the original code of ethics policy and part of the charter that had the reporting requirements listed. He also had sample copies of an ethics ordinance from the Missouri Ethics Commission and Missouri Municipal League. Ms. Cossey asked if this was just a policy change or if it would be codified, Mr. Dally said he left blanks in the sample he put together if the council decided to pass and codify it. Mr. Dally said he took parts from multiple places and put it all together and said the committee would have to decide what they wanted to keep or change. He said there is a whistleblower policy in the personnel manual and he explained some of the changes from our current ordinance. Ms. Cossey stated that she would like more time to review the new documents she had received and really look through the policy Mr. Dally created.

ACTION: Motion to table item 4.2 until April 23 by Tiffany Cossey

Motion passed with a 3:0

AYES: Robin Blair, Tiffany Cossey, Christopher Taylor

3. Staff Reports

Ms. Cox reported that MPR, the City's insurance provider, was raising the deductible for wind and hail claims to \$25,000 per occurrence, that is up from \$1,000. She mentioned that alot of insurance companies are switching to deductibles that equal 1% of the property's value so the \$25,000 is still a good deal for the City. She also reported that she is almost done with revenue estimates for the next budget year and that next week department meetings will start to begin reviewing budget requests.

Mr. Dagnan reported that there was a 5 year personnel plan done last year with positions that departments would like to add. This year there are two positions that are being asked for. If the budget committee approves them, the job descriptions will come to this committee for approval.

5. Adjournment

ACTION: Motion to adjourn at 5:51 pm by Christopher Taylor

Motion passed with a 3:0

AYES: Robin Blair, Tiffany Cossey, Christopher Taylor

--NOTICE OF MEETING--
PUBLIC WORKS COMMITTEE

April 2, 2024

5:30 PM

CITY HALL

326 GRANT STREET

COUNCIL CHAMBERS

-- AGENDA—

1. MEETING CANCELED DUE TO LACK OF BUSINESS

NEW BUSINESS

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

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

POSTED: 04/01/2024

BY: Rachel Sutherland



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

April 9, 2024 - 5:30 PM
CW&EP Community Room
627 W Centennial Ave

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of March 26, 2024 Minutes
 2. Review & Approval of the Claims Report
- 3. Citizens Participation**
(Citizens wishing to speak should notify Department Head or Committee Chair in advance)
- 4. New Business**
 1. Staff Reports
- 5. Adjournment**

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



AGENDA

Planning, Zoning, and Historic Preservation Commission
Monday, April 1, 2024 5:30 pm
City Hall Chambers
326 Grant St. / Carthage MO 64836

Call to Order

Minutes of Previous Meeting

Public Hearing

**NOTICE:
MEETING IS CANCELED**

New Business

Old Business

Next Meeting:

Adjourn

Commission Members

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

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

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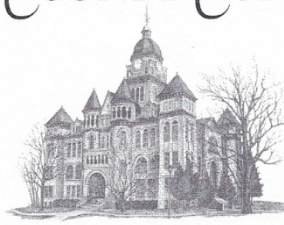
Public Works Department 623 E Seventh Carthage MO 64836 Tele: (417) 237-7010 Fax: (417) 237-7011 Email: pwd@carthagemo.gov

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Daricus K. Adams
Western District Commissioner

JASPER COUNTY COMMISSION



302 S. Main ST
Carthage, MO 64836

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

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

COMMISSION AGENDA
APRIL 2, 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 Health Department-Surplus Ford Truck**
7. COMMISSIONERS' REPORTS
8. UNFINISHED BUSINESS
9. NEW BUSINESS
 - **Act on Bid for the Jasper County Sheriff's Department Phone System**
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 28, 2024 AT 4:00 P.M.

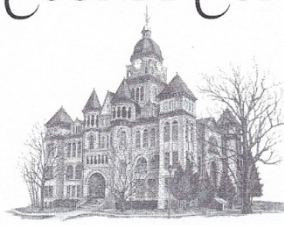
(RSMO 610.020)

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Daricus K. Adams
Western District Commissioner

JASPER COUNTY COMMISSION



302 S. Main ST
Carthage, MO 64836

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

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

COMMISSION AGENDA APRIL 9, 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
7. COMMISSIONERS' REPORTS
8. UNFINISHED BUSINESS
 - **Act on Bid for the Jasper County Sheriff's Department Phone System**
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 APRIL 5, 2024 AT 4:00 P.M.

(RSMO 610.020)

CARE LEAVE COMMITTEE
TUESDAY, APRIL 9, 2024
10:00 A.M.
COUNCIL CHAMBERS

Old Business

1. Consideration and approval of minutes from previous meeting

CITIZENS PARTICIPATION

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

New Business

1. Consider and discuss new application to the Care Leave Donation pool by Ronald Millard.

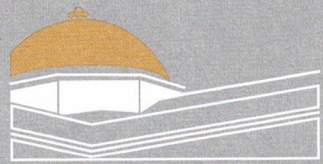
Other Business

ADJOURNMENT

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

Posted: _____

By: _____



CARTHAGE PUBLIC LIBRARY

612 S. Garrison Avenue
Carthage, Missouri 64836

Ph 417.237.7040
Fx 417.237.7041
carthage.lib.mo.us

CARTHAGE PUBLIC LIBRARY BOARD OF TRUSTEES
Tuesday, April 9, 2024 5:15 p.m.

Carthage Public Library Board Room
612 S. Garrison Ave.

AGENDA

Roll Call of Members

Minutes from the Last Meeting

Financial Reports

Director's Progress and Service Report
Approval of Fine Free Policy
President's Message

Council Liaison's Report

Committee Reports
Building Committee

Budget Committee

Community Relations

By-Laws

Library Gardens

ADA Compliance

Communications

Compensation/Wages

New Business

Payment of Bills

Adjournment

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.

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

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.

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.

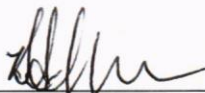
NOW, THEREFORE, BE IT RESOLVED BY THE CARTHAGE WATER AND ELECTRIC PLANT BOARD, AS FOLLOWS:

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.

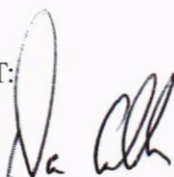
Section 2. Further Authority. The Board President, Board Vice President, CWEP General Manager, and other officers and representatives of CWEP are hereby authorized and directed to take such action as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry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

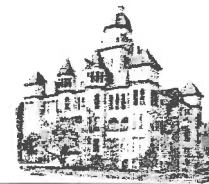
Dated this 21st day of March, 2024.



President

ATTEST: 

Secretary



We, the undersigned representatives of opposite political parties, hereby certify that on the 5th day of April, 2024, we did tabulate returns of the election in Jasper County; the following being a true and accurate account of the votes cast at said polling places:

Row Harper
Dana Campbell

Democratic Canvasser

Rebekah Morris
 Pamela S. Stina

Republican Canvasser

STATE OF MISSOURI))ss
County of Jasper)

IN TESTIMONY WHEREOF,
I, Charlie Davis,
Hereunto set my hand
and affix the Seal of the
County of Jasper, at my
office in Carthage, MO,
this 5th day of April, 2024.

SEAL



Charlie Davis
Jasper County Clerk

Election Summary Report

General Election

JASPER COUNTY

April 02, 2024

Summary for: City of Carthage Council Member - 1st Ward, City of Carthage Council Member - 2nd Ward, City of Carthage Council Member - 3rd Ward, City of Carthage Council Member - 4th Ward, City of Carthage Council Member - 5th Ward, All Districts, All Tabulators, All Counting Groups

OFFICIAL RESULTS
JASPER COUNTY, MISSOURI
APRIL 2, 2024

Voters Cast: 8,679 of 81,477 (10.65%)

City of Carthage Council Member - 1st Ward (Vote for 1)

Times Cast		Total	
		136 / 1,050	12.95%
Candidate	Party	Total	
Brandi Ensor		63	47.01%
Derek Peterson		71	52.99%
Write-in		0	0.00%
Total Votes		134	

City of Carthage Council Member - 2nd Ward (Vote for 1)

Times Cast		Total	
		52 / 952	5.46%
Candidate	Party	Total	
Loretta (Lori) Leece		41	91.11%
Write-in		4	8.89%
Total Votes		45	

City of Carthage Council Member - 3rd Ward (Vote for 1)

Times Cast		Total	
		292 / 1,845	15.83%
Candidate	Party	Total	
Dustin Edge		155	54.39%
Mike Daugherty		23	8.07%
Robin Blair		105	36.84%
Write-in		2	0.70%
Total Votes		285	

City of Carthage Council Member - 4th Ward (Vote for 1)

Times Cast		Total	
		559 / 2,309	24.21%
Candidate	Party	Total	
Tom Barlow		470	94.57%
Write-in		27	5.43%
Total Votes		497	

City of Carthage Council Member - 5th Ward (Vote for 1)

Times Cast		Total	
		333 / 1,878	17.73%
Candidate	Party	Total	
Mark Elliff		115	34.95%
Jana Hunter Schramm		212	64.44%
Write-in		2	0.61%
Total Votes		329	

OATH OF OFFICE

State of Missouri

County of Jasper

City of Carthage

I, (state your name), solemnly swear, that I possess all the qualifications prescribed by law, that I will support the Constitution of the United States and of the State of Missouri, the provisions of the City Charter and Ordinances of the City of Carthage, and faithfully demean myself in office, and well and truly perform the duties of the office of Council Member within and for said City, to the best of my skill and ability.

Subscribed and sworn to me this 9th day of April, 2024.

Miranda Deal, City Clerk

Council Committee

April 9, 2024

Committee on Insurance/Audits and Claims

Budget Ways & Means

Alan Snow*
Terri Heckmaster**
Dustin Edge
Chris Taylor

Tiffany Cossey**
Jana Schramm

Derek Peterson
Terri Heckmaster-Temporary

Public Service

Dustin Edge*
Tiffany Cossey**
Jana Schramm
Lori Leece

Public Safety

Terri Heckmaster*
Alan Snow**
Tom Barlow
Chris Taylor-Temporary

*Chairman
**Vice-Chairman

Public Works

Chris Taylor*
Tom Barlow**
Derek Peterson
Lori Leece

Elected Officials and Administrative Staff

City Administrator-Greg Dagnan

326 Grant Street
237-7003

Mayor Dan Rife

1452 Quail Place
850-7455

City Attorney-Nate Dally

326 Grant Street
417-237-7003

Assistant City Administrator-Traci Cox

326 Grant Street
237-7003

City Clerk-Miranda Deal

326 Grant Street
237-7000

Municipal Judge-Jeremy Workman

3210 S Grand
237-7001

Council Members

WARD 1

Chris Taylor*

737 E Chestnut
417-423-0150

c.taylor@carthagemo.gov

Derek Peterson**

WARD 3

Terri Heckmaster*

1155 Grand Ave
417-310-6178

t.heckmaster@carthagemo.gov

Dustin Edge**

WARD 4

Alan Snow*

1110 Euclid Blvd
417-793-7234

a.snow@carthagemo.gov

Tom Barlow**

WARD 2

Lori Leece**

*Term ends 2025

**Term ends 2026

WARD 5

Tiffany Cossey*

1306 S Main
417-793-1412

t.cossey@carthagemo.gov

Jana Schramm**

RESOLUTION NO. 2038

A RESOLUTION OF THE COUNCIL OF THE CITY OF CARTHAGE, MISSOURI EXPRESSING SUPPORT OF THE CITY’S APPLICATION FOR FUNDS THROUGH MoDOT’S TRANSPORTATION ALTERNATIVES PROGRAM (TAP) AND AUTHORIZING THE SUBMISSION OF AN APPLICATION RELATING TO THE PROPOSED CARTHAGE SIDEWALK IMPROVEMENTS PROJECT, FAIRVIEW (ROUTE E)/RIVER/GEORGE PHELPS BLVD, ALSO KNOWN AS PHASE 8, IN THE CITY OF CARTHAGE, MISSOURI

WHEREAS, the Transportation Alternatives Program (TAP) was authorized under Section 1122 of the Moving Ahead for Progress in the 21st Century Act (MAP-21) and was reauthorized under the Fixing America’s Surface Transportation (FAST) Act; and

WHEREAS, the federally funded TAP provides opportunities to expand transportation choices and enhance the transportation experience through categories of activities related to the surface transportation system; and

WHEREAS, the TAP focuses on non-traditional transportation projects where projects must relate to the surface transportation systems and be eligible under one or more of the four eligible TAP Project Activities; and

WHEREAS, projects are limited to eligible project sponsors and projects from non-urban areas with populations of 5,000 or less and urban areas with populations of 5,001 to 200,000 that are outside 2010 U.S. Census Urbanized Area boundaries with populations over 200,000.

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

Section 1: At a regular meeting of the City Council held on April 9, 2024 the Council endorsed the submittal of the Transportation Alternatives Program Application for the proposed Carthage Sidewalk Improvements Project, River Street, Fairview Avenue, and George Phelps Blvd, also known as phase 8.

Section 2: The Council further acknowledges the TAP proceeds could include 80% of the project costs, and the City of Carthage would be responsible for any remaining costs.

PASSED AND APPROVED THIS ____ DAY OF _____, 2024.

(SEAL)

Dan Rife, Mayor

Attest:

Miranda Deal, City Clerk

Sponsored by: Staff

CERTIFICATE

I, the undersigned City Clerk of the City of Carthage hereby certify that the above foregoing is a true and correct copy of the Resolution Expressing Support of The City of Carthage's Application for Funds Through MoDOT's Transportation Alternatives Program and Authoring the Submission of an Application Relating to the proposed Carthage Citywide Sidewalk Improvements Project, Phase 8, as the same appears of record in my office and as it was adopted and approved by the City Council of the City of Carthage, Missouri.

Said Resolution has not been altered, amended or repealed as of this ____ day of _____, 2024.

(SEAL)

Miranda Deal, City Clerk

TRANSPORTATION ALTERNATIVES PROGRAM 2024 APPLICATION FORM

Additional information can be found in the Transportation Alternatives Program Guide:

<https://www.modot.org/local-public-agency>

1. Project Sponsor Name

1.a. UEI

2. Project Sponsor Type

MPO/RPC:

3. Project Sponsor Contact Information

Contact Person:

Title:

Mailing Address:

City:

State:

Zip Code:

Daytime Phone:

Email:

4. Project Name

5. Eligible Project Category

6. Project Location

County:

MoDOT District:

Congressional District:

Information on Congressional Dist can be found here: <https://house.mo.gov/RedistrictingMapInformation.aspx>

Census Tract(s):

Information on Census tracts can be found here: <https://screeningtool.geoplatform.gov>

Provide Project location map (Label attachment as 'Attachment A - Project Location Map')

Project Route: _____ From/To:

Project Length (feet), if applicable:

7. Will this project impact MoDOT Right of Way?

☐ Yes ☐ No

If Yes, provide letter of consent from the MoDOT Area Engineer per Section A.10. of the 2024 TAP Guide.

Submit the application for review to the area engineer by April 5, 2024.

8. Based on 2020 Census data, is the project located in an area with a population of:

☐ 4,999 or fewer

☐ 5,000 to 49,999

☐ 50,000 to 200,000

9. Sponsor Training:

Has person in responsible charge completed MoDOT LPA Basic training within the past 2 years?

Yes

No

Has person in responsible charge listened to the 2024 TAP What to Expect video?

Yes

No

Video can be found here and is worth 1 bonus point: [2024 TAP Call for Projects](#)

Name and title of person in responsible charge:

10. Does the Project Sponsor have an active or incomplete SRTS, TE or TAP project? (0-5 pts.)

☐ Yes

☐ No

If Yes, provide the Federal Project Number(s): _____

11. Project Description (0-55 pts.) (Refer to Sec F of the 2024 TAP Guide, *Limited to 3500 Characters with spaces*)

Items 12 - 14 (0-5 pts.)

- 12. Project Information** (Location map showing project limits required) (No more than 10 pages)
Directional Maps, Site Maps, and Photographs.
(Label Attachment as 'Attachment B - Project Information')
- 13. Official Project Sponsor Funding Resolution** (No more than 10 pages)
(Label attachment as 'Attachment C - Certification of Funding and Support')
A Resolution is REQUIRED for application to be considered for award of funding.
- 14. MPO / RPC Letter of Support (if applicable)** (No more than 10 pages)
(Label attachment as 'Attachment D - MPO/RPC Letter of Support')

15. Evidence of Public Involvement and Support (0-5 pts.)

Attach letters of support and other documentary evidence of public interest.
(Label attachments as 'Attachment E - Evidence of Public Involvement and Support')
(No more than 10 pages)

Provide evidence of public involvement summary, include dates and information about public meetings and events held to discuss the project. Describe public involvement plan during project implementation. *(Limited to 1,640 Characters with spaces)*

16. If submitting more than 1 TAP application, please rank the priority of this submittal.

of (Examples: 1 of 1, 2 of 4, 1 of 3)

17. Property Ownership and Acquisition Information (No more than 10 pages)

All proposals must provide documentation of the Sponsor's property rights by title of ownership, lease, or easement for all property within the project limits.
(Label attachments as 'Attachment F - Property Ownership and Acquisition Information')

Is the property needed for the project already acquired? ☐ Yes ☐ No

If No - How will it be acquired? If Yes - When was the property acquired and how?

Was the property acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act? ☐ Yes ☐ No

18. Will this project reconstruct existing infrastructure and/or address existing barriers to access? Describe below. (0-15 pts.) ☐ Yes ☐ No

If your entity has adopted an ADA Transition Plan, include as 'Attachment G - Transition Plan'.

19. Railroad Right of Entry Letter/Agreement (if applicable)

Projects proposing to encroach or cross railroad right of way, must include documentary evidence from the railroad granting a right of entry or an executed encroachment agreement.
(Label attachment as 'Attachment H - Railroad Right of Entry Letter/Agreement')

20. Project is implementing a recommendation from an adopted plan? (0-5 pts.)

☐ Yes ☐ No

If the proposed project will construct facilities for bicycles and/or pedestrians, include documentary evidence from the City or County stating that the project has been included in the entity's bicycle/pedestrian plan or the bicycle/pedestrian component of an adopted local or regional plan. Include documentation of a Complete Streets policy if applicable.

(Label attachment as 'Attachment I – Local/Regional Plan')

21. Project Implementation Schedule*

Estimate the amount of time it will take to complete the project from start to finish. Approximate the time required for each activity. The activities can run concurrently causing the total time to be different from the total of the activities. Consider time for, but not limited to:

Months

	Planning Activities (Executing contract, hiring consultant, planning, schematic and design, utility relocation, etc.)
--	---

☐ **Environmental Clearance**
(Assessments, possible mitigation for Hazardous Materials, permits, review by other agencies)

☐ **ROW Acquisition**
(Surveying, appraisals, title transfer, clearance, etc.)

Project Design and Plan Preparation of PS&E Package
(Including PS&E Review by MoDOT District and other agencies.)

☐ **Project Construction/Implementation**
(Advertising/hiring contractor, demolition, construction, inspection, etc.)

	Other	
--	-------	--

Projected Time in Months (≤ 23 months)

**Per Reasonable Progress Policy, construction contract must be awarded within 23 months of funding allocation*

22. Maintenance and Operations (0-5 pts.)

Identify all parties responsible for short and long term maintenance and operation.

Will sponsor be able to maintain improvements for a minimum of 25 years? ☐ Yes ☐ No

Estimate all maintenance and operations costs for the project below. (yearly basis)

Maintenance Task	Task Cost	Freq.	Annual Cost
		TOTAL	

24. Itemized Budget (0-5 pts.)

(Label Attachment as 'Attachment J - Itemized Budget')

Example of Itemized Construction Cost Estimate:

See "Attachment J and K - Itemized Budget" attached for breakdown.

25. Project Budget Summary

List all project costs to be incurred by the applying entity on page 5 for a complete itemized cost estimate.

Preliminary Engineering/Design (if requesting reimbursement)	1 .	
Right of Way costs (if requesting reimbursement)	2 .	
Itemized Construction Cost Estimate: (from Attachment K)	3 .	
Construction Engineering/Inspection (if requesting reimbursement)	4 .	
Subtotal of Costs (Line 1 - Line 4):	5 .	
Other eligible costs (provide attachment with detailed explanation)	6 .	
Total Project Cost:	7 .	
Local Match: of Total Project Cost (Line 7)	8 .	
Federal Funds Requested:	9 .	

The minimum amount of local cash match required is 20%, Sponsors are not limited in their maximum local match. If a larger local match is provided, please adjust the percentages accordingly.

26. Project Commitment

By submitting an application, the applying entity commits that if this project is selected for funding, a construction contract will be awarded within 23 months of project funding allocation.

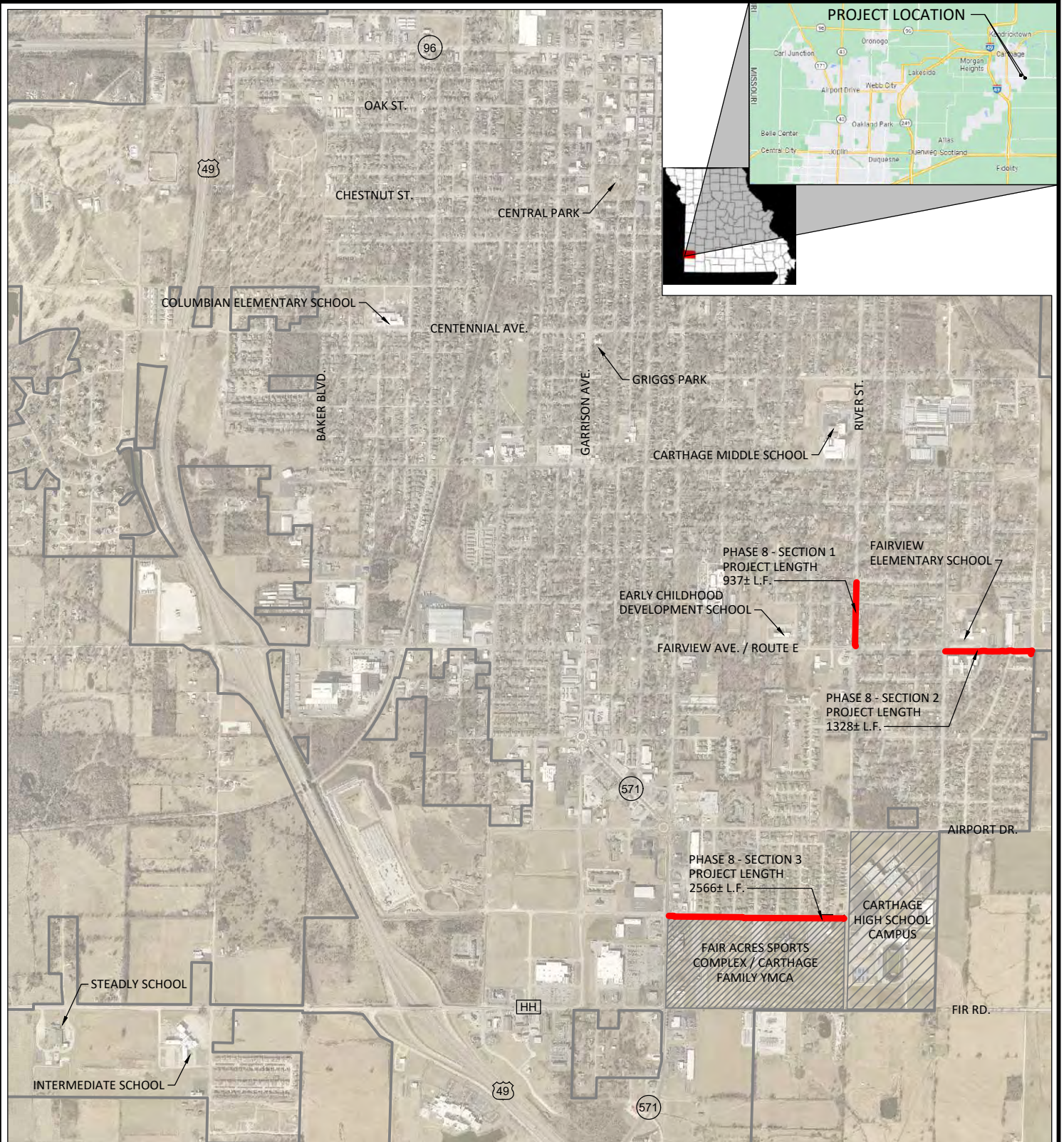
The construction plans for this project are currently:

- ☐ Complete
- ☐ % Complete
- ☐ Not Started

If this project will impact MoDOT right of way, provide letter of consent from the MoDOT Area Engineer per Section A.10. of the 2024 TAP Guide. Submit the application for review to the area engineer by **April 5, 2024. Completed TAP application packets must be submitted by email to the respective District representative and be received by 4:00 p.m. on **April 26, 2024**. MoDOT reserves the right to deem a TAP application package ineligible for funding if not received by the prescribed deadline. In the event an LPA is unable to provide an emailed PDF copy of the application; the LPA shall coordinate with the district representative and deliver the completed project application by prescribed deadline.**

FINAL SUBMISSION DUE DATE FOR ALL DOCUMENTATION
April 26, 2024 by 4:00pm CST

PROJECT LOCATION - ATTACHMENT A



0 (IN FEET) 2000

ATTACHMENT - A

CITYWIDE SIDEWALK IMPROVEMENTS PHASE 8

RIVER ST., FAIRVIEW AVE. & GEORGE PHELPS BLVD.
CARTHAGE, MISSOURI

**ZANEVAN
ENGINEERING**
PHONE: 417-800-2500
1221 OAK ST.
CARTHAGE, MO 64836

PROJECT INFORMATION - ATTACHMENT B



ATTACHMENT - B - SECTION 1

CITYWIDE SIDEWALK IMPROVEMENTS PHASE 8

RIVER ST.
CARTHAGE, MISSOURI



PHONE: 417-800-2500
1221 OAK ST.
CARTHAGE, MO 64836

ATTACHMENT B-1 - PROJECT INFORMATION - SECTION 1 - RIVER STREET

Carthage Citywide Sidewalk Improvements, Phase **8**



Beginning at NE corner of Fairview Ave. and River St.



Continuing North along E. side of River Street

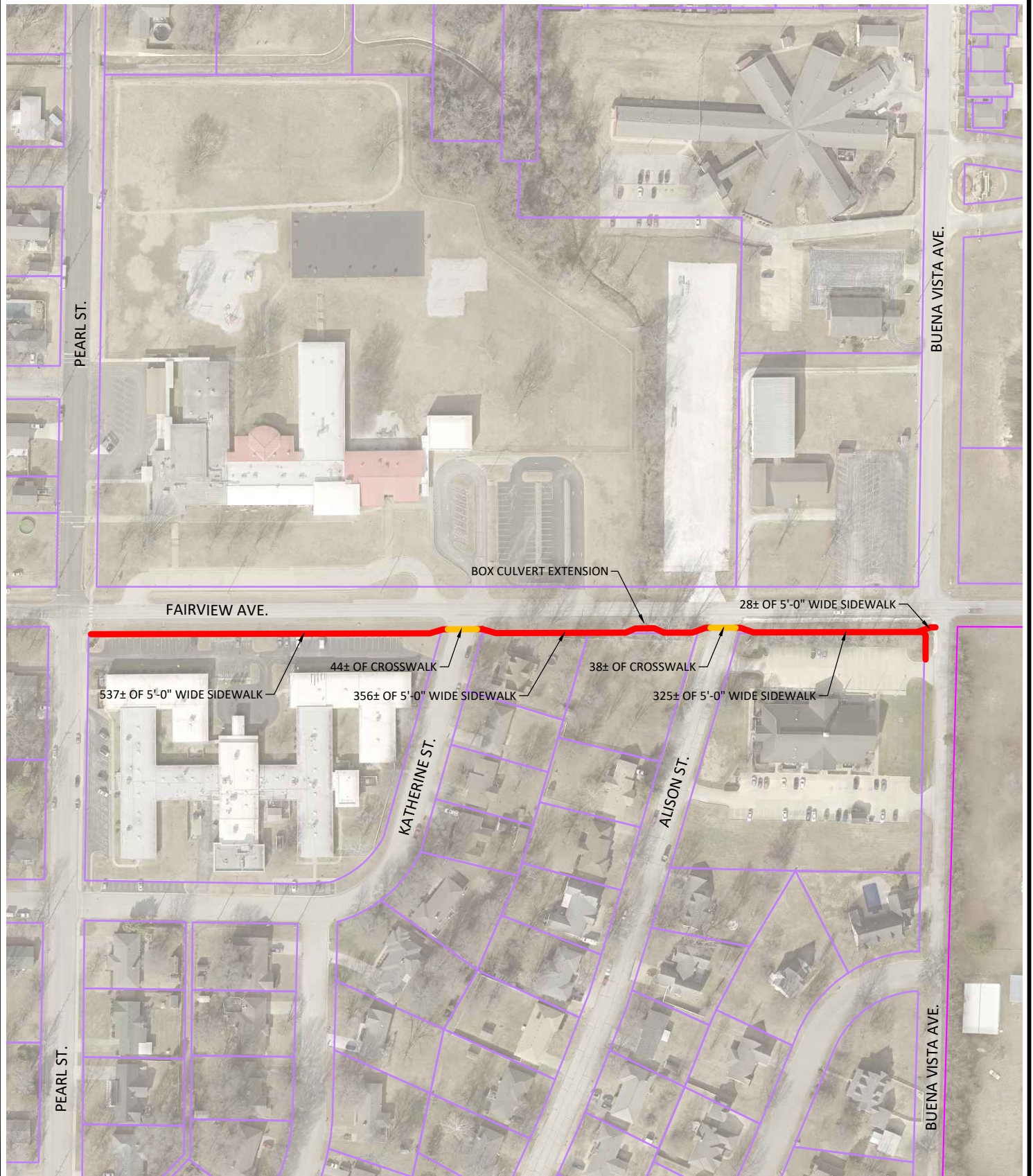


East side of River St. approaching College Ave.



End at SE corner of River St. and Southern Hills Ave.

PROJECT INFORMATION - ATTACHMENT B



ATTACHMENT - B - SECTION 2

CITYWIDE SIDEWALK IMPROVEMENTS PHASE 8

FAIRVIEW AVE.
CARTHAGE, MISSOURI



PHONE: 417-800-2500
1221 OAK ST.
CARTHAGE, MO 64836

Carthage Citywide Sidewalk Improvements, Phase 8



Beginning at the SE corner of Pearl Street and Fairview Avenue



East on Fairview Avenue, approaching Katherine Street



Continuing East on Fairview Avenue, approaching Alison Street



Ending sidewalk at upcoming Buena Vista Avenue

PROJECT INFORMATION - ATTACHMENT B



ATTACHMENT - B - SECTION 3

CITYWIDE SIDEWALK IMPROVEMENTS PHASE 8

GEORGE PHELPS BLVD.
CARTHAGE, MISSOURI



PHONE: 417-800-2500
1221 OAK ST.
CARTHAGE, MO 64836

Carthage Citywide Sidewalk Improvements, Phase 8



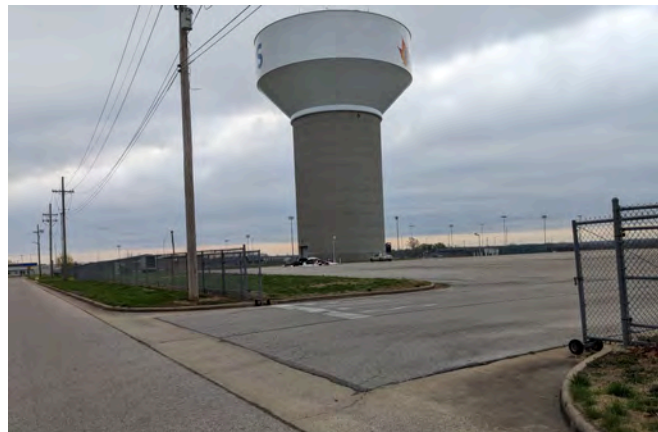
Beginning at SE corner of Grand and George Phelps Blvd.



East along George Phelps Boulevard



Continuing East along George Phelps Boulevard



East to end of project at SW corner of River and G. Phelps

PROPERTY OWNERSHIP & ACQUISITION INFORMATION - ATTACHMENT F



ATTACHMENT - F - SECTION 1

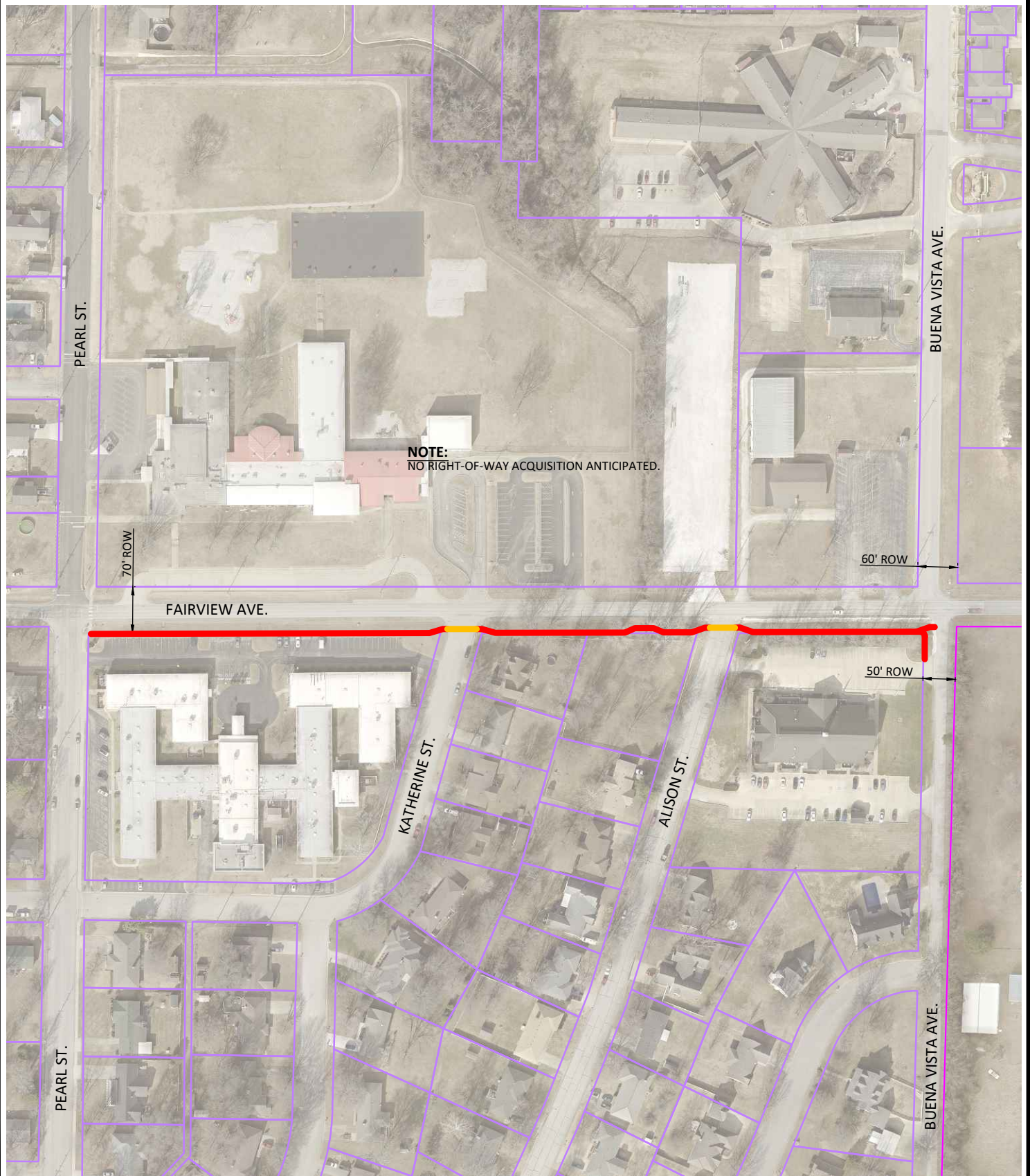
CITYWIDE SIDEWALK IMPROVEMENTS
PROPERTY OWNERSHIP & ACQUISITION

RIVER ST.
CARTHAGE, MISSOURI



PHONE: 417-800-2500
1221 OAK ST.
CARTHAGE, MO 64836

PROPERTY OWNERSHIP & ACQUISITION INFORMATION - ATTACHMENT F



ATTACHMENT - F - SECTION 2

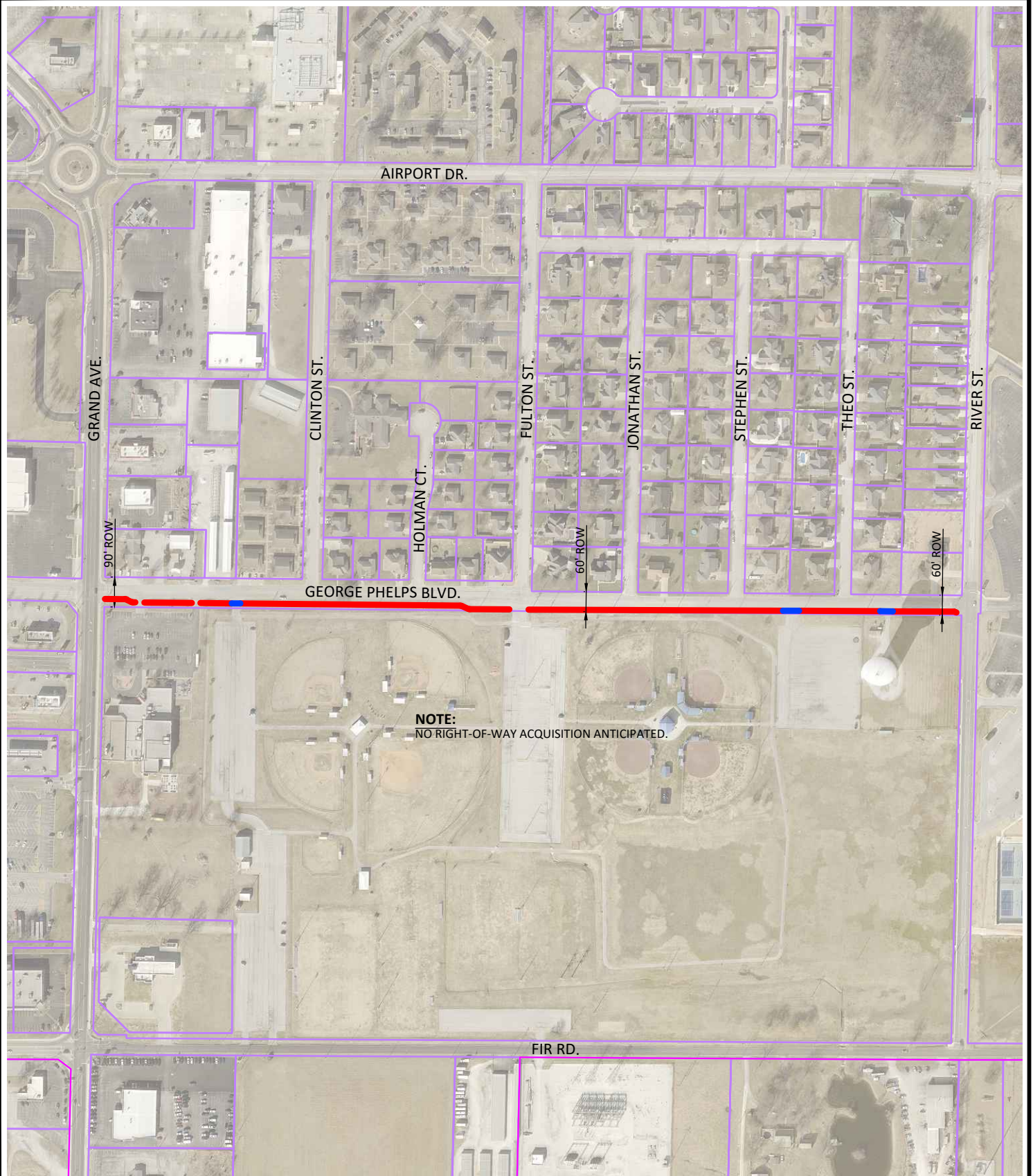
CITYWIDE SIDEWALK IMPROVEMENTS PROPERTY OWNERSHIP & ACQUISITION

FAIRVIEW AVE.
CARTHAGE, MISSOURI



PHONE: 417-800-2500
1221 OAK ST.
CARTHAGE, MO 64836

PROPERTY OWNERSHIP & ACQUISITION INFORMATION - ATTACHMENT F



0 (IN FEET) 400

ATTACHMENT - F - SECTION 3

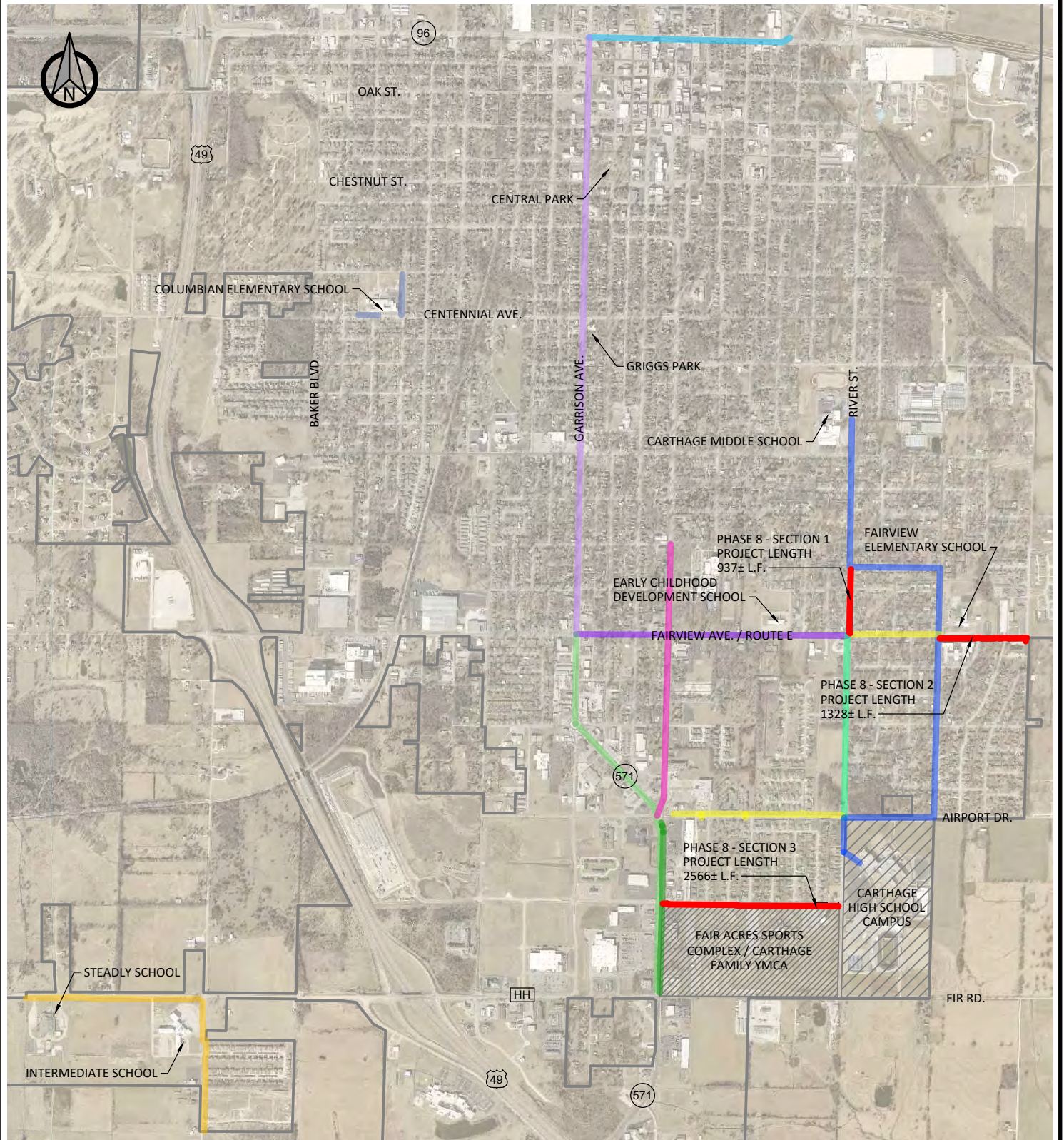
CITYWIDE SIDEWALK IMPROVEMENTS PROPERTY OWNERSHIP & ACQUISITION

GEORGE PHELPS BLVD.
CARTHAGE, MISSOURI



PHONE: 417-800-2500
1221 OAK ST.
CARTHAGE, MO 64836

TRANSITION PLAN - ATTACHMENT G



SIDEWALK IMPROVEMENTS

- PHASE 1, STP-1600(711), COMPLETED 2012
- PHASE 2, TAP-1604(702), COMPLETED 2016
- PHASE 3, TAP-1601(702), COMPLETED 2018
- MODOT PROJECT J7S3284, COMPLETED 2019
- PHASE 4, TAP-1601(703), COMPLETED 2021
- PHASE 5, TAP-1601(704), COMPLETED 2023
- PHASE 6, TAP-1601(705), IN PROGRESS
- PHASE 7, TAP-1601(706), IN PROGRESS
- PHASE 8, 2024 TAP APPLICATION
- PHASE 9, FUTURE PHASE
- PHASE 10, FUTURE PHASE
- PHASE 11, FUTURE PHASE

ATTACHMENT - G

CITYWIDE SIDEWALK IMPROVEMENTS PHASE 8

RIVER ST., FAIRVIEW AVE. & GEORGE PHELPS BLVD.
CARTHAGE, MISSOURI



RAILROAD RIGHT OF ENTRY LETTER/AGREEMENT - ATTACHMENT H

Railroad Right of Entry Letter/Agreement - Attachment H

(Not Applicable)

LOCAL BICYCLE/PEDESTRIAN PLAN - ATTACHMENT I

Local Bicycle/Pedestrian Plan - Attachment I

(Not Applicable)

ENGINEER'S OPINION OF PROBABLE COST
CARTHAGE CITYWIDE SIDEWALK IMPROVEMENT PROJECT
CARTHAGE, MISSOURI
APRIL 2024

ITEMIZED BUDGET - ATTACHMENT J AND K

SECTION 1 - RIVER STREET					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	REMOVAL OF IMPROVEMENTS	LS	1	\$ 20,000.00	\$ 20,000.00
	LINEAR GRADING - CLASS 2	STA	7.9	\$ 950.00	\$ 7,521.15
	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	SY	612	\$ 8.50	\$ 5,198.79
	ADA DETECTABLE WARNING STRIPS	SF	20.0	\$ 33.00	\$ 660.00
	CONCRETE SIDEWALK, 4 IN. THICK, 5' WIDE INCLUDING RAMPS	SY	444	\$ 60.00	\$ 26,633.33
	CONCRETE SIDEWALK, 4 IN. THICK, REINFORCED	SY	2.22	\$ 150.00	\$ 333.33
	CONCRETE DRIVEWAY ENTRANCES, 8 IN. THICK	SY	166	\$ 85.00	\$ 14,068.44
	HAND RAIL	LF	25	\$ 80.00	\$ 2,000.00
	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 6,000.00	\$ 6,000.00
	MOBILIZATION	LS	1	\$ 25,000.00	\$ 25,000.00
	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 6 IN	LF	68	\$ 2.00	\$ 136.00
	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN	LF	15	\$ 10.00	\$ 145.00
	SEEDING & MULCH	AC	1.00	\$ 400.00	\$ 400.00
	TEMPORARY SEDIMENT & EROSION CONTROL	LS	1	\$ 750.00	\$ 750.00
				CONSTRUCTION SUBTOTAL	\$ 108,846.05

SECTION 2 - FAIRVIEW AVENUE (ROUTE E)					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	REMOVAL OF IMPROVEMENTS	LS	1	\$ 25,000.00	\$ 25,000.00
	LINEAR GRADING - CLASS 2	STA	12	\$ 950.00	\$ 11,416.15
	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	SY	766	\$ 8.50	\$ 6,512.98
	ADA DETECTABLE WARNING STRIPS	SF	50	\$ 33.00	\$ 1,650.00
	CONCRETE SIDEWALK, 4 IN. THICK, 5' WIDE INCLUDING RAMPS	SY	684	\$ 60.00	\$ 41,056.67
	CONCRETE DRIVEWAY ENTRANCES, 8 IN. THICK	SY	82	\$ 85.00	\$ 6,966.22
	24" RCP	LF	32	\$ 110.00	\$ 3,520.00
	CONCRETE CULVERT EXTENSION (5'W x 19'L x 4'H) W/ WINGWALLS	LS	1	\$ 12,000.00	\$ 12,000.00
	12" HEADWALL	LF	27	\$ 55.00	\$ 1,485.00
	HAND RAIL	LF	27	\$ 80.00	\$ 2,160.00
	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 6,000.00	\$ 6,000.00
	MOBILIZATION	LS	1	\$ 25,000.00	\$ 25,000.00
	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 6 IN	LF	164	\$ 2.00	\$ 328.20
	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN	LF	36	\$ 10.00	\$ 358.00
	SEEDING & MULCH	AC	1	\$ 4,000.00	\$ 4,000.00
	TEMPORARY SEDIMENT & EROSION CONTROL	LS	1	\$ 750.00	\$ 750.00
				CONSTRUCTION SUBTOTAL	\$ 148,203.22

SECTION 3 - GEORGE PHELPS BLVD.					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	REMOVAL OF IMPROVEMENTS	LS	1	\$ 40,000.00	\$ 40,000.00
	LINEAR GRADING - CLASS 2	STA	25	\$ 950.00	\$ 23,864.00
	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	SY	1,517	\$ 8.50	\$ 12,896.48
	ADA DETECTABLE WARNING STRIPS	SF	32	\$ 33.00	\$ 1,069.20
	CONCRETE SIDEWALK, 4 IN. THICK, 5' WIDE INCLUDING RAMPS	SY	1,383	\$ 60.00	\$ 82,973.33
	CONCRETE DRIVEWAY ENTRANCES, 8 IN. THICK	SY	134	\$ 85.00	\$ 11,419.28
	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 6,000.00	\$ 6,000.00
	MOBILIZATION	LS	1	\$ 25,000.00	\$ 25,000.00
	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 6 IN	LF	89	\$ 2.00	\$ 178.80
	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN	LF	15	\$ 10.00	\$ 145.00
	SEEDING & MULCH	AC	1	\$ 400.00	\$ 400.00
	TEMPORARY SEDIMENT & EROSION CONTROL	LS	1	\$ 750.00	\$ 750.00
				CONSTRUCTION SUBTOTAL	\$ 204,696.09

CONSTRUCTION TOTAL	\$	461,745.37
ROW ACQUISITION		0
CONTINGENCIES @15%	\$	69,261.81
PRELIMINARY ENGINEERING	\$	79,651.08
CONSTRUCTION ENGINEERING, ADMINISTRATION & INSPECTION	\$	71,685.97
PROJECT COST TOTAL	\$	682,344.22
20% LOCAL MATCH	\$	136,468.84
80% FEDERAL FUNDS REQUESTED	\$	545,875.37

Dear Mayor Rife and Honorable Members of the Carthage City Council,

Please accept this letter as formal notification of my resignation from my position as a member of the Carthage City Council, effective April 9, 2024 at the close of the current council session.

After seven fulfilling years in service to our community, I have made the difficult decision to step down. Leaving this role is not without heartache, as the past seven years have been some of the most rewarding of my life.

I am particularly proud of my work on CB 18-21, which reformed our agenda, and being able to participate in the implementation of the salary study, the parks master plan, and the updating of the city's master plan. It is a privilege to have contributed to these positive changes, and I will always cherish the memories of collaborative efforts and successful outcomes.

Unfortunately, I also leave behind a list of projects I did not get to see to the finish line. I regret not finding a solution to the bridges on North Garrison or securing an expansion to Baker Ave which includes adding sidewalks. Perhaps most heartbreaking for me personally is not being able to reform our historic district into something more manageable and more focused on capitalizing on our underdeveloped heritage tourism sector.

Beyond the concrete accomplishments, I am most grateful for the many positive relationships I've developed during my time on the Council. Working alongside the committed and hardworking employees of our city has been an honor, and I will miss the camaraderie and mutual respect we shared.

As I move on, my hope for Carthage's future lies in a renewed focus on positive change. As Abraham Lincoln aptly stated, "The best thing about the future is that it comes one day at a time." May each day continue to bring advancements that build a brighter tomorrow for our beloved city.

Serving on the Carthage City Council has been an immense privilege, and I remain deeply committed to the well-being of our community. While my official role may be changing, my passion for Carthage will endure.

Thank you for the opportunity to serve, and please accept my heartfelt best wishes for the continued success of the City Council and all who call Carthage home.

Sincerely,

David W. Armstrong
Ward 2