



City of Carthage, Missouri

CITY COUNCIL

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

AGENDA

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance to Flag**
4. **Calling of the Roll**
5. **Reading and Consideration of Minutes of Previous Meeting**
 1. Approval of October 22, 2024 Minutes
 2. Approval of October 31, 2024 Minutes
6. **Presentations/Proclamations**
7. **Public Comments**

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

(During reports/remarks of councilmembers, members of the council may take this opportunity to report on meetings, make comments and/or express concerns regarding current issues impacting the city, or make announcements concerning topics of interest of the council.)
12. **Administrative Reports**
13. **Report of Claims Presented Against the City**
 1. Motion and a second to approve the Claims
14. **Public Hearings**
 1. The City of Carthage will hold a public hearing at 6:30 pm on November 12, 2024 at City Hall, regarding a grant of tax abatement for construction of a new production facility and cold storage building for the storage and handling of raw materials and ingredients used in the production process for finished goods at 2499 Hazel Ave. in the City (the "Project") The Project is wholly within the Jasper County/Carthage Enhanced Enterprise Zone. The City is considering granting real property tax abatement for the Project pursuant to Sections 135.950 to 135.973 of the Revised Statutes of Missouri, as amended.

15. Old Business

1. C.B. 24-52 -- An Ordinance amending the Annual Operating and Capital Budget of the City of Carthage for Fiscal Year 2024-2025 for specified funds (General Fund, Golf Fund, and Use Tax Fund)

16. New Business

1. Approval of the election results
2. C.B. 24-53 -- An Emergency Ordinance to authorize the Mayor to apply for federal financial assistance on behalf of the City of Carthage and to execute any contract(s) resulting from such application for any grants between the City of Carthage and the Missouri Highways and Transportation Commission providing for capital, operating, and/or marketing assistance, comprised of federal funds to be expended for Commission-approved transit projects.
3. C.B. 24-54 -- An Ordinance authorizing the Mayor to enter into a contract with JH Sign Designs, LLC of Joplin, Missouri, for the South Economic Development Park Billboard Sign in the amount of \$20,548.00, in the City of Carthage, Missouri.
4. C.B. 24-55 -- An Ordinance of the City Council of the City of Carthage, Missouri authorizing tax abatement for a project located in the Carthage-Jasper County Enhanced Enterprise Zone to be undertaken by Schreiber Foods, Inc.

17. Mayor's Appointments

18. Resolutions

1. Resolution 2057 -- A Resolution of the City Council of the City of Carthage granting an administrative lot split for property located at 2740 Grand Ave between County of Jasper and Arvest Bank, in the City of Carthage, Missouri.
2. Resolution 2058 -- A Resolution of the City of Carthage, Missouri, authorizing the Kellogg Lake Board to submit a grant application to the Steadley Memorial Trust to construct a pavilion and sidewalk at Kellogg Lake, in the City of Carthage, Missouri

19. Closing Comments

20. Executive Session

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

21. Adjournment

1. Additional Packet Correspondence

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

City of Carthage, Missouri

CITY COUNCIL

October 22, 2024 - 6:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

To hear the full comments and discussions, please refer to the recorded Youtube video of this meeting.

<https://www.youtube.com/watch?v=JHXdrnKL8wc>

The Carthage City Council met in regular session on the above date in Council Chambers at 06:30 PM with Mayor Dan Rife presiding. Interim Fire Chief Jason Martin gave the invocation. Police Chief Bill Hawkins led the flag salute.

The following Council Members answered roll call: Chris Taylor, Derek Peterson, Lori Leece, Terri Heckmaster, Alan Snow, Tom Barlow, Tiffany Cossey, and Jana Schramm. Interim City Administrator Traci Cox and City Attorney Jon Gold were also present.

The following Department Heads were present: Police Chief Bill Hawkins, Interim Fire Chief Jason Martin, Parks & Recreation Director Abi Almandinger, IT Administrator Michael Keith, and City Clerk Miranda Deal.

Mr. Snow made a motion, seconded by Mr. Peterson, to approve the minutes of the October 8, October 10, and October 15, 2024 Council Meetings. Motion carried.

Mayor Rife presented proclamations for the workers of CW&EP for volunteering to help in the hurricane recovery in Louisiana and Florida. He also presented a proclamation to Julie Reams for all of the work that goes into planning and hosting the Maple Leaf Festival.

During Citizen's Participation, Julie Reams with the Chamber of Commerce, gave thanks for the Proclamation that was presented. She also wanted to give thanks to everyone who volunteered and helped put on the Maple Leaf events.

Ron Wells, 2026 S Maple, said he went to the Public Safety meeting about the speed on his street and the issue is being referred to the Public Works committee to help determine a solution. He also believes that the charter needs to be changed by people who are residents of Carthage.

Kathleen Gilpin, 100 E 4th St., spoke in favor of the citizens voting to keep Tiffany Cossey on the Council.

Ed Hardesty, 615 Euclid, mentioned the signatures that were collected to get the recall question on the ballot. It was learned that the signatures are public and some who have signed are being harassed about signing. He said that everyone has their right to free speech and that includes political speech.

Amy Anderson, Director of the Humane Society, spoke to the council about the humane society needing more funds because they are at a financial breaking point. They are also looking for a new board president. They need help and participating in fundraising efforts.

Deborah Ummel, 13696 County Road 110, spoke about a fire at her farm that the Carthage Fire Department responded to. She spoke about how they worked as a team and fought the fire like it was their own property. She also asked why the Council would not accept the appointment of Jason Martin as Fire Chief.

Tom Nixon, 2444 S County Lane 124, spoke on previous firefighters he had to discipline for stealing items by giving them the choice to resign or be terminated. He said Ms. Cossey should be held to the same standards as employees are for taking recall signs.

Patrick Scott, owns business at 2443 Fairlawn Ave, he asked that everyone start working together to heal the divide in the city. He asked for Bill Scheerer and Kirk Friesen to meet and talk about their differences. He thanked the council members for serving.

Karen Trotter, 615 Euclid, brought up the meeting that Patrick Scott would like to have and said that Ms. Leece asked for that to happen a long time ago. The Council are the ones who need to talk, not other citizens. She states that some of the council members have tried to talk and have been shut down.

Mr. Snow reported that the Budget Ways and Means Committee met on October 14 at 5:30. The committee discussed the ARPA funds and the funds need to be spent or obligated by December 31. Ms. Cox talked about transferring some of the projects to the ARPA fund and some money transferred to other accounts to comply with the federal guidelines. Sales tax and Use tax numbers were down, the marijuana tax was up almost a 75% increase. The committee also approved a budget adjustment for the I-49 roundabout for \$95,000. This will take the closure of the road down from 8 weeks to just 1 week for that project. There will be an adjustment and approval at the next meeting. Council Bill 24-52 is on the agenda which is the council bill for the adjustments that have already been approved. The next meeting is scheduled for November 11 at 5:30.

Ms. Cossey reported that the Committee on Insurance, Audit and Claims met on this day and approved the claims. The committee discussed the Peachtree CID, which is on the council agenda later in the evening. The next meeting is schedule for November 12 at 5:30.

Mr. Heckmaster reported that the Public Safety Committee met October 21 at 5:30. The committee heard from Ronnie and Regina Wells about the speeding on their street. There were many options discussed to resolve the issue. G&R Carriage rides are requesting to do their carriage rides for the holiday season again. They are not asking for any type of closures. Mark Sponaule shared plans of the Christmas parade on December 2. Ms. Heckmaster made a motion, seconded by Mr. Snow, to approve the following road closures from 5-8 pm on December 2 Chestnut and Main, one block east of Grant Street, and one block west of Lyon Street, south from Main Street to 11th Street east and west to Grant Street to Lyon Street, including the intersections of 9th and 10th Streets. He also requested to close and vacate the Carthage Square, both inside and outside the square. Motion carried. The committee also discussed traffic concerns during school pick up at Fairview School, Dr. Goodnight and Chief Hawkins are working to resolve the issue. She also reported on a meeting with the humane

society and what can be done. Acting Fire Chief Jason Martin reported on equipment and the new brush truck. The next meeting is November 18 at 5:30.

Ms. Cossey reported the Public Services Committee is between meetings. The next meeting is November 19 at 5:30. They are working on having a special meeting due to a grant proposal deadline.

Mr. Taylor reported that the Public Works Committee is between meetings. The next meeting is scheduled for November 5 at 5:30.

Special Committee and Board Liaison reports were given by Ms. Leece for the Carthage Humane Society, Mr. Peterson reported there will be no October meeting for the Kellogg Lake Board, Ms. Schramm reported for CW&EP.

Mayor Rife reported on attending the recent CEDC meeting and being in the Maple Leaf parade.

During Remarks from Council Members, thanks for the CW&EP workers and the Chamber and other city departments were extending by all for the hurricane help and Maple Leaf events. Mr. Taylor asked those who sit in chairs along the parade route to pick up their trash and not leave it on the ground. Ms. Leece addressed Patrick Scott's comments and said that there are a lot of double standards and that people have had rude comments towards her husband. Ms. Heckmaster was saddened by what Ms. Leece reported, she also agreed with Mr. Taylor in asking people to pick up their trash. Mr. Snow was unable to attend the Maple Leaf events due to being out of town. Mr. Barlow says he is doing what he can to do what is right and help the city heal. Ms. Cossey agreed that the unkind comments need to stop and be civil. She also wanted to ask Ms. Anderson what dollar amount the humane society needs to stay in operation. She asked the Mayor about the City Administrator hiring meeting he said he would set up. Mayor Rife said he is putting a hold on it until after the impeachment. Only one person applied for the Tourism position and that is unusual. She also asked if he invited Mr. Dally to address the red flags regarding CW&EP, Mr. Dally was unable to attend the night's meeting. She also mentioned the election that has the recall question for herself on the ballot. Ms. Schramm reported on the various events she has attended the last few weeks.

Police Chief Bill Hawkins reported that Maple Leaf was a success, there were a few mishaps but nothing serious. He also revisited Ms. Heckmaster's comments about the speeding issue from public safety and said it was going to be worked on with Public Works.

Interim Fire Chief Jason Martin reported that there were 539 paid participants at the pancake feed, kids 5 and under ate for free. He thanked his guys and Morgan Housh for waking up early to put on the feed. He reported that he has received one resignation from one of his workers. He also thanked Steve Barnett who brought up the 1939 Mack fire truck that was in the parade. He also said the touch a truck event was a great success.

Parks and Recreation Director Abi Almandinger reported that she was under the weather and did not attend Maple Leaf, but Julie did a great job with it.

Interim City Administrator Traci Cox reported that Maple Leaf was a success and that Julie works hard at growing the events every year and she thanked all the employees that helped out. She reported on the meeting with the humane society and explained that the money for them comes out of Public Health, but so does the code enforcement and landfill fees so if

funding was increased out of public health, the fund would not be sustainable. There needs to be a solution figured out to get them more money by using the General Fund. Payroll is their biggest expense, all of their dog food is donated by Blue Buffalo, but they are in need of cat food. She encouraged donations from all. She touched on the comments from Patrick Scott and working together and says that she has been trying to work together with everyone and that the employees already work great with one another.

The Committee on Claims filed a report in the amount of \$2,414,871.22 against the following funds: General Revenue \$121,074.58, Public Health \$163,530.06, Lodging \$2,500.00, Parks/Stormwater \$27,835.12, Fire Protection \$30,653.38, Golf \$19,011.85, Capital Improvements \$4,830.31, Parks and Recreation \$7.67, Myers Park \$4,010.50, Use Tax \$108,682.25, Public Facilities \$695,978.48, Payroll \$236,757.02, and Carthage Water and Electric \$1,000,000.00. Ms. Cossey made a motion, seconded by Mr. Peterson, to accept the report and allow the claims. Motion carried.

Under Old Business, C.B. 24-51 -- An Ordinance accepting the final plat of the Urban Living Subdivision generally located South of Wendy Lane and West River Street, in the City of Carthage, Missouri, as requested by Building Carthage LLC was placed on second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Taylor, Peterson, Leece, Heckmaster, Snow, Barlow, Cossey, and Schramm. The Council Bill was approved and numbered Ordinance 24-51.

Consider and discuss a date for a council work session. Ms. Cossey asked for dates to propose for the joint meeting with CW&EP. Ms. Cossey made a motion, seconded by Ms. Heckmaster to propose November 14 and November 21 at 6 pm as potential dates for a joint meeting. Motion carried.

Under New Business, C.B. 24-52 -- An Ordinance amending the Annual Operating and Capital Budget of the City of Carthage for Fiscal Year 2024-2025 for specified funds (General Fund, Golf Fund, and Use Tax Fund) was placed on first reading with no action taken.

Discuss Peachtree CID. Ms. Cossey stated that this was discussed at the Insurance Audit and Claims committee and that she would like to request the state for records showing the money that was disbursed to the CID. There is an extra tax in the CID that is collected, paid to the CID and then the CID pays the City for reimbursement of the improvements in the Peachtree area. There have only been sporadic payments received and asked staff to look into the amount that should have been collected and figure out how much is still owed. She said she had asked the former City Administrator to do it and it didn't get far. Ms. Cox suggested getting the permission from the chair of the CID to be able to allow staff to get tax information from the state.

Ms. Heckmaster made a motion, seconded by Ms. Cossey, to table the Mayor's appointments until the November 12 Council Meeting. Motion carried.

During closing comments, Ms. Schramm thanked Julie and the Chamber board for all of their hard work in putting on the Maple Leaf Festival, she thanked all of those involved with the different events and said there was a great turnout for all of them. She also said that Ms. Cossey is an asset to the City. Mr. Peterson congratulated the high school football team on beating Webb City. Ms. Leece said Maple Leaf was wonderful and thanked all who attended the chicken pageant, Ms. Heckmaster said her favorite part of Maple Leaf was Jason Martin's

son waving from the fire truck, she also expressed her appreciation for all city departments and for the CW&EP workers who volunteer after disasters. Mr. Snow was upset to have missed the events over the weekend.

Mr. Snow made a motion, seconded by Ms. Heckmaster, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 8:09 PM.

City of Carthage, Missouri

SPECIAL CITY COUNCIL

October 31, 2024 – 12:05 PM
VIA ZOOM CONFERENCING

MINUTES

To hear the full comments and discussions, please refer to the recorded Youtube video of this meeting.

<https://www.youtube.com/watch?v=lyOpIYFZVeY>

The Carthage City Council met in special session on the above date via Zoom conferencing at 12:05 pm.

The following Council Members were present via zoom conferencing and answered roll call: Derek Peterson, Lori Leece, Terri Heckmaster, Alan Snow, Tom Barlow, Tiffany Cossey, and Jana Schramm. Council Member Chris Taylor was absent. Interim City Administrator Traci Cox, City Clerk Miranda Deal, IT Administrator Michael Keith, Police Chief Bill Hawkins, and Parks and Recreation Director Abi Almandinger were also present.

Mr. Snow announced that the first item was not on the agenda, but Ms. Cox stated that he needed to be sworn in as Mayor since Dan Rife was no impeached and removed from office.

City Clerk Miranda Deal administered the Oath of Office to Alan Snow as Mayor.

Under Mayor's Appointments, Mayor Snow announced that some standing committee appointments needed to be made so that way Public Services could have a meeting soon until the other council seats are filled. The appointments being made during the meeting would be temporary.

Ms. Heckmaster made a motion, seconded by Ms. Cossey to accept the appointments to the standing committees. Motion carried.

Mayor Snow announced that he had met with department heads and Ms. Cox and that he may call a special meeting the following week to take care of some other business.

Ms. Heckmaster made a motion, seconded by Ms. Cossey to adjourn the special meeting at 12:10 pm. Motion carried.



City of Carthage, Missouri

PUBLIC SAFETY COMMITTEE

October 21, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

2. Old Business

1. Approval of 9-16-24 Minutes

Snow made motion to approve minutes from 9-16-2024 meeting, motion passed.

3. Citizen Participation

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

1. Consider and discuss traffic on South Maple. Citizen: Ronnie Wells
Wells updated the committee on traffic survey done at Maple/Southside, he would like speed to be lowered in the area.

After discussion Councilmen Barlow suggested to add 4-way stop at the following locations: Southside/Maple and Main/Southside. Councilmen Snow made motion to forward placing 4-way stops at Southside/Maple and Main/Southside to the Public Works Department.

Motion carried - all approved

2. Consider and discuss G & R carriage rides - Gary McLemore
McLemore spoke with committee on the Christmas lights carriage rides that will start the Monday before Thanksgiving through December 31st.
No motion needed.

3. Consider and discuss Christmas Parade - Mark Sponaule
Sponaule spoke with committee on the Christmas Parade. The parade will follow the same route as in past years. The route will originate at the corner of Chestnut and Main (in front of the First Christian Church). Proceed north on Main, circle the beautiful Carthage Square, then head back south on Grant Street and end at Chestnut and Grant (tennis courts behind the 6th Grade Center). The route encompasses a district of approximately one mile. Sponaule is requesting; Chestnut and Main, one block east of Grant Street, and one block west of Lyon Street, south from Main Street to 11th Street east and west to Grant Street to Lyon Street, including the intersections of 9th and 10th Streets. He also requested to close and vacate the Carthage Square, both inside and

outside the square.

Councilman Snow made motion to approve street closures and close and vacate the square on December 2nd from 5PM - 8PM.

Motion passed.

4. New Business

1. Consider and discuss traffic at Fairview School - Alan Snow

Councilman Snow spoke with committee about issues with the traffic congestion at Fairview School's pick up line.

Chief Hawkins spoke with school "Holly Goodnight" about the issue. She agreed and she'd look at an alternative route.

No motion, only discussion.

2. Staff Reports

Fire Department

Interim Chief Martin gave Station updates.

Police Department

Chief Hawkins gave station updates.

Chairwoman Heckmaster spoke with committee on the Humane Society. They had a meeting with new director "Amy Anderson" expressed concerns about keeping the Humane Society opened. The City of Carthage is in a 3 year contract with them until June 2026.

5. Adjournment

Councilman Barlow made a motion to adjourn. Motion passed.



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

October 22, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AMENDED AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of October 8, 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. Discuss current status of the Peachtree CID
 2. Staff Reports
- 5. Adjournment**

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



City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

October 22, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

MEMBERS PRESENT: Tiffany Cossey, Jana Schramm, Derek Peterson, Terri Heckmaster

OTHER COUNCIL MEMBERS: Mayor Dan Rife

STAFF PRESENT: Interim City Administrator Traci Cox, City Clerk Miranda Deal, and IT Administrator Michael Keith

Chair Tiffany Cossey called the meeting to order at 05:30 PM.

2. Old Business

1. Approval of October 8, 2024 Minutes

ACTION: Motion to accept/approve item 2.1. by Derek Peterson;
Motion passed with a 4:0

AYES: Tiffany Cossey, Jana Schramm, Derek Peterson, Terri Heckmaster

2. Review & Approval of the Claims Report

ACTION: Motion to accept/approve item 2.2. by Terri Heckmaster;
Motion passed with a 4:0

AYES: Tiffany Cossey, Jana Schramm, Derek Peterson, Terri Heckmaster

3. Citizens Participation

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

4. New Business

1. Discuss current status of the Peachtree CID

Ms. Cossey brought up the Peachtree CID that is located south of town and that there is an extra 1% tax that is supposed to be remitted to the City from the CID for reimbursement of the City installing the traffic improvements in the area. She wants to know why we have not received payments quarterly and why there is still a debt owed to the City. Ms. Cox spoke on an issue that happened at the state, they had the map and they had the CID ordinance and somehow they got

unattached from each other and one of the businesses was not collecting the extra tax for a period of time. There is an estimation of what should have been collected from the businesses, but the City does not currently have access to the CID information using the department of revenues website. It was recommended by Gilmore and Bell to fill out a form for the DOR and have Dr. Woody, who is the board chair for the CID, sign it to allow staff access to the records. Ms. Cossey wants the CID to remit payments quarterly like the contract states, Dr. Woody says he is not invoiced or reminded by the City and that it is easier for him to make one large yearly payment. When asked, he said the remainder of the debt would probably be able to be paid off next year. Ms. Cox made some clarifications regarding the balance sheet that was in the packet that Ms. Cossey found from the State Auditor's website and also read a response from Gilmore and Bell regarding the steps to take in remediating this CID payment issue. There will be an update on progress at the next Insurance Audit and Claims meeting November 12.

2. Staff Reports

Ms. Cox reported that she still has not received a quote from United healthcare regarding the employee health insurance. She also stated that she had a few other insurance issues she is working on. Tyler Technologies is still planning to do the financial software upgrades October 28-29. Ms. Cossey stated that she and Mr. Peterson talked to Matt Gist, the attorney for MPR who is representing the City on the current claim. Ms. Schramm asked if the MPR letter that was sent out was only sent to Carthage or if it gets sent to anyone with a large claim, Ms. Cox was unsure of an answer.

5. Adjournment

ACTION:	Motion to Adjourn at 06:05 PM by Terri Heckmaster
	Motion Passed with a 4:0
AYES:	Tiffany Cossey, Jana Schramm, Derek Peterson, Terri Heckmaster



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

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

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of October 22, 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

CWEP BOARD MEETING MINUTES

The Carthage Water & Electric Plant Board met in regular session October 17, 2024, 3:00 p.m. at the CWEP Office, 627 W Centennial, Carthage, MO.

Board:

- | | |
|--|---|
| ☒ Brian Schmidt -Secretary | ☒ Sid Teel - Member |
| ☒ Ron Ross- President | ☒ Tom Garrison – Member |
| ☒ Darren Collier -Vice President | ☒ Mark Gier - Member |
| ☐ Lori Leece -Liaison | |

Staff:

- | | |
|---|---|
| ☒ Chuck Bryant-General Manager | ☒ Jason Choate-Director of Water Services |
| ☒ Cassandra Ludwig-General Counsel | ☒ Kelli Nugent/CFO |
| ☒ Jason Peterson-Director of IT & Broadband | ☒ Kevin Emery-Director of Power Services |
| ☒ Megan Kirby- Executive Assistant | ☒ Stephanie Howard-Economic Development Manager |

Others present: Terri Heckmaster, Councilmember; Jana Schramm, Councilmember; Traci Cox, Interim City Administrator

President Ross called the meeting to order at 3:00 p.m.

ADDITIONS/CHANGES TO THE AGENDA:

General Manager Bryant requested to add the Consideration of bids for a 1-ton crew cab truck as agenda item #8 under new business. Bryant reported staff was unable to add this particular item to the agenda earlier this week as they were still waiting on a few more quotes and received those the morning of the Board meeting. Bryant noted the availability of fleet vehicles is still volatile as inventory can change daily making it difficult to procure vehicles as dealers are seldom willing to hold for purchase.

A motion by Collier and seconded by Teel to add the Consideration of bids for a 1-ton crew cab truck as agenda item #8 under New Business, passed unanimously.

APPROVAL OF MINUTES:

A motion by Garrison and seconded by Schmidt to approve the minutes as presented of the regular meeting of September 19, 2024, passed unanimously.

APPROVAL OF DISBURSEMENTS:

A motion by Gier and seconded by Collier to approve disbursements for September in the amount of \$5,027,337.93, passed unanimously.

FINANCIAL STATEMENT:

CFO Nugent presented the September 2024 financials to the Board, noting that we are one quarter of the way through the fiscal year. Combined operating expenses were under budget for the month and year to date and combined operating revenues were below budget for the month but on track for the year to date.

A motion by Collier and seconded by Teel to approve the September 2024 financials passed unanimously.

COMMITTEE REPORTS: None.

CITIZENS PARTICIPATION PERIOD: None.

OLD BUSINESS: None.

NEW BUSINESS:

1. Recommendation to proceed with a Purchase Order for the Truck Barn Extension Project

General Manager Bryant noted a request to proceed with a purchase order for the extension of the existing truck barn building project located at the CWEP facility on Centennial Avenue. The total cost for this 50' x 86' addition which includes all materials, equipment, and labor is \$520,148.41. This project was approved in the budget for the current fiscal year. The construction of this project is in accordance with the General Construction and Operation Maintenance Services Contract with Randy Dubry Construction and is under the budgeted amount of \$524,500.00.

A motion by Schmidt and seconded by Collier to proceed with a purchase order for the truck barn extension project in the amount of 520,148.41, passed unanimously.

2. Recommendation to proceed with a Purchase Order for the Exterior Painting Project at Power Plant

General Manager Bryant reviewed the request to proceed with a purchase order for the exterior painting of the windows, doors, and scrubbers at CWEP's Power Plant. The cost of materials, labor, and equipment for this project is estimated at \$70,846.49, which falls below the \$75,000.00 budgeted amount and is in accordance with the General Construction and Operation Maintenance Services Contract with Randy Dubry Construction.

A motion by Garrison and seconded by Schmidt to proceed with a purchase order for the exterior painting project in the amount of \$70,846.49, passed unanimously.

3. Recommendation to proceed with the Construction Work on the West Customer Service Parking Lot

General Manager Bryant reported a request for approval to proceed with the construction of the CWEP customer service west parking lot located at Centennial Avenue. This project will include the removal of old asphalt paving and replacing it with 6" reinforced concrete, as well as striping for parking spaces. Additionally, the project includes the replacement of concrete parking blocks on both the west and east parking lots. The cost for this project is \$170,900.00 and is below the budgeted amount of \$175,000.00. This construction project will be in accordance with the General Construction and Operational Maintenance Services Contract with Randy Dubry Construction.

A motion by Schmidt and seconded by Teel to proceed with the construction work on the west customer service parking lot, passed unanimously.

4. Consideration of Bids for the Feeder 17 Upgrades

General Manager Bryant noted a formal request was issued seeking qualified contractors to construct the Feeder 17 upgrade project. Proposals were received from B&L Electric, Inc. in the amount of \$941,610.70, Capital Electric Line Builders, LLC in the amount of \$971,173.53, BBC Electrical Services, Inc. in the amount of \$1,092,924.97, Hawk Line Construction, LLC in the amount of \$1,049,530.66 and KV Power, LLC in the amount of \$1,684,272.26

After a thorough assessment, B&L Electric, Inc. met all specifications and requirements of Allgeier, Martin and Associates, Inc., and offered the lowest project cost.

A motion by Collier and seconded by Schmidt to award this project to B&L Electric, Inc. in the amount of \$941,610.70, passed unanimously.

5. Consideration of Resolution 2024.13, A Resolution for Steve Beimdiek

General Manager Bryant read a resolution in honor of Steve Beimdiek. Beimdiek served on the Carthage Water and Electric Board for 30 years and passed away on June 17th, 2024. Bryant expressed his gratitude and appreciation for Beimdiek and the guidance he provided in his 30 years of faithful service.

A motion by Schmidt and seconded by Garrison to approve the resolution for Steve Beimdiek, passed unanimously.

6. Consideration of Resolution 2024.14, Mutual Aid Assistance

General Manager Bryant acknowledged the mutual aid work of the CWEP linemen, Jake Brunnert, Scott Dudolski, Jeff Moore, Chris Perry, James Pittman and Noah Smith noting that they exhibited exemplary behavior in representing Carthage Water and Electric Plant and the citizens of the Carthage community.

A motion by Schmidt and accepted by Collier to approve the resolution recognizing the CWEP lineman for mutual aid work assistance in Plaquemine, Louisiana; Tallahassee, Florida; and Orlando Florida, passed unanimously.

7. Consideration of revisions to Article XXI (Holidays) of the CWEP Employee Handbook

GM Bryant reviewed the revisions made to Article XXI (Holidays) of the CWEP Employee Handbook which includes adding Martin Luther King Jr. Day, Juneteenth, and Veteran's Day and then removing the floating holiday. He noted these revisions wouldn't take affect until January of 2025.

A motion by Collier and seconded by Teel to accept the revisions as presented and remove all references of a floating holiday in other policies, passed unanimously.

8. Consideration of bids for a 1-Ton Crew Cab Truck

General Manager Bryant reported proposals were requested for the purchase of a new 1-ton, 4WD, crew cab truck with a service body for the wastewater treatment plant.

Proposals were received from Larry H. Miller Dodge Ram for \$71,357.00, John Heister Chrysler Dodge Jeep for \$69,900.00, Uftring Chevrolet for \$69,630.00, Lamb Chevrolet for \$68,405.49, and Weber Commercial Truck Center for \$66,480.00.

After a thorough review of all proposals, the truck that meets CWEP's specifications and will best serve the department's needs is the 2024 Chevrolet model from Lamb Chevrolet, in Prescott, Arizona. This truck is available for immediate purchase and is below the budgeted amount of \$80,000.00.

A motion by Schmidt and seconded by Collier to purchase the 2024 service truck from Lamb Chevrolet in the amount of \$68,405.49, passed unanimously.

STAFF REPORTS:

CFO Nugent noted with it being the first of the fiscal year, staff have been getting projects started that were budgeted for.

General Counsel and Director of Customer Relations Ludwig reported the Chili cookoff was a success with over \$1400 being raised. She noted the Customer Academy will begin on October 30th. She announced the Sparkle in the Park lighting Ceremony will take place a little earlier this year due to the Christmas parade falling on the Monday it is usually held. The lighting ceremony will be held on Monday, November 25th, 2024, which is the Monday before Thanksgiving. Ludwig reported they are very excited to have two new Customer Service Representatives join the team, Tabitha Lewis and Maddie Winder.

Director of IT and Broadband Peterson gave an update on fiber installs and expansion projects.

Director of Water Services Choate gave an update on the Lead Service Inventory project.

Director of Power Services Emery gave an update on the Sub 2 project and reported the Sparkle in the Park project is going well.

Economic Development Manager Howard gave an industrial update.

Executive Assistant Kirby announced the Company Christmas Party will be Tuesday, December 3rd at 11:30am.

General Manager Bryant noted Public Power Week was a success. He expressed his excitement for the Fall Customer Academy coming up at the end of October and extended the invitation to all Board members and citizens present to attend. GM Bryant gave an update on market conditions and supply/demand issues. He reported he met with Alan Snow and Liaison Lori Leece regarding adjusting city ordinances.

BOARD MEMBER COMMENTS:

Darren Collier noted the Public Power Luncheon went really well, great turnout.

Tom Garrison announced the Special Olympics will be at G#3 on December 12th and 13th and they are currently looking for volunteers. He noted you can sign up on their website.

At 4:55pm a motion by Schmidt and seconded by Collier to adjourn the meeting passed unanimously.

President – Ron Ross

Secretary – Brian Schmidt

ENHANCED ENTERPRISE ZONE BOARD

Tuesday, November 5, 2024

1:00 P.M.

CWEP BOARD ROOM

-- AGENDA--

You can also join this meeting virtually using Microsoft Teams

Meeting ID: 236 802 873 457

Passcode vfuhHH

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NGE0NDExOWQtODhkYy00MWMYlWFhMzYtMTc2NDBiYjIwMTNI%40thread.v2/0?context=%7b%22Tid%22%3a%22b8f44cd4-583e-4048-9aad-5e0d6ee121a2%22%2c%22Oid%22%3a%22e3f3b63d-814c-4975-b47c-0609ae630eec%22%7d

OLD BUSINESS

NEW BUSINESS

Consider and discuss a resolution that recommends the Carthage City Council approve an ordinance authorizing, (1) in the case of the Initial Project, 100% ad valorem tax abatement for six (6) years and 75% ad valorem tax abatement for the following four (4) years, or, alternatively, (2) in the case of the Expanded Project, 100% ad valorem tax abatement for eight (8) years and 75% ad valorem tax abatement for the following two (2) years on improvements to the real property located at 2499 Hazel Street associated with the development of manufacturing facilities (the “Project”).

ADJOURNMENT

MINUTES OF THE ENHANCED ENTERPRISE ZONE BOARD MEETING

Tuesday November 5, 2024, 1:00 P.M.

CWEP BOARD ROOM AND TEAMS VIRTUAL MEETING

MEMBERS PRESENT: Paul Eckels, Alan Snow, Luke Boyer, Chuck Bryant, Jeff Meredith, Traci Cox and Stephanie Howard

MEMBERS ABSENT: Tom Flanigan

OTHERS PRESENT: Sarah Granth, Gilmore & Bell and Matt Ryder, Avison Young

OLD BUSINESS: None

NEW BUSINESS:

Review Schreiber Food application for EEZ tax abatement: Howard explained that this project with Schreiber is a tremendous opportunity to enlarge the already established footprint of Schrieber Foods in the Carthage community. The proposed facility in Carthage would be a production facility for the production of finished cheese products. The project would consist of constructing, at a minimum, approximately 168,000 square feet of new construction.

Meredith moved to approve a resolution recommending that the Carthage City Council approve an ordinance authorizing, (a) in the case of the Initial Project, 100% ad valorem tax abatement for six (6) years and 75% ad valorem tax abatement for the following four (4) years, or, alternatively, (b) in the case of the Expanded Project, 100% ad valorem tax abatement for eight (8) years and 75% ad valorem tax abatement for the following two (2) years, on improvements to the real property located at 2499 Hazel Street, associated with the development of manufacturing facilities (the "Project"). Motion seconded by Cox. Motion passed unanimously.

ADJOURNMENT: On motion by Meredith, second by Snow, the meeting adjourned at approximately 1:40 p.m.



AGENDA

Planning, Zoning, and Historic Preservation Commission

Thursday, November 7, 2024 5:30 pm

City Hall Chambers

326 Grant St. / Carthage MO 64836

Call to Order

Minutes of Previous Meeting Thursday, October 3, 2024

Public Participation

Each person who wishes to address the commission must put their name and address on the sign-up sheet and shall state their name prior to speaking. Each person is limited to two (2) 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 further questions by the commission or the chair.

Public Hearing

1. Request a Special Use Permit for the operation of a restaurant that sells liquor by the drink at property located at 910 S Garrison

Staff Report

New Business

Old Business

1. Discuss RFQ status for grant

Next Meeting: Thursday, December 5, 2024

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	Philip Brown	2533 Theo	417-793-8065
	Member	Vacant	Vacant	Vacant
	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		City Hall	417-237-7003
	Asst. City Administrator	Traci Cox	City Hall	417-237-7003
	Councilmember	Terri Heckmaster	1155 Grand	417-310-6178

Staff:	Public Works Director	Zeb Carney	Public Works Department	417-237-7010
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CARTHAGE PUBLIC LIBRARY BOARD OF TRUSTEES

Tuesday, November 12th, 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

President's Message

Council Liaison's Report

Committee Reports

Building Committee

Budget Committee

Amend 2023-2024 Budget for Auditor

Community Relations

By-Laws

Library Gardens

ADA Compliance

Communications

Compensation/Wages

New Business

Approval of Story Walk

Building and Insurance Quotes

Payment of Bills

Adjournment

PUBLIC HEARING NOTICE

The City of Carthage, Missouri will hold a public hearing at 6:30 p.m. on November 12, 2024, at the City Hall, 326 Grant Street in Carthage, regarding a grant of tax abatement for construction of a new production facility and cold storage building for the storage and handling of raw materials and ingredients used in the production process for finished goods at 2499 Hazel Ave. in the City (the "Project"). The Project is wholly within the Jasper County/Carthage Enhanced Enterprise Zone. The City is considering granting real property tax abatement for the Project pursuant to Sections 135.950 to 135.973 of the Revised Statutes of Missouri, as amended.

The public and representatives of all taxing districts affected by the proposed tax abatement are invited to submit comments to the Carthage City Council prior to the date of the hearing at City Hall, 326 Grant Street, Carthage, Missouri. All interested persons will be given an opportunity to be heard at the public hearing.

TAXING ENTITIES

Missouri Department of Revenue Tax Administration Bureau Harry S. Truman State Office Building 301 West High Street Jefferson City, MO 65101	Jasper County Jasper County Courthouse 302 South Main, Room 101 Carthage, MO 64836 Attn: Presiding Commissioner
Missouri Department of Revenue County Tax Section Blind Pension Fund P. O. Box 453 301 West High Street Jefferson City, MO 65102	Jasper County Assessor Jasper County Courthouse 302 S. Main, Room 201B Carthage, MO 64836 Attn: County Assessor
Missouri Department of Economic Development P. O. Box 118 – Room 770 301 West High Street Jefferson City, MO 65102 Attn: Development Finance	Jasper County Collector Jasper County Courthouse 302 S. Main, Room 107 Carthage, MO 64836 Attn: County Collector
Missouri Department of Economic Development P. O. Box 118 – Room 770 301 West High Street Jefferson City, MO 65102 Attn: Director	Developmental Disabilities Resource Board 1727 West 26 th Street Joplin, MO 64804 Attn: Executive Director
Carthage Special Road District 12631 Cimarron Rd P.O. Box 123 Carthage, MO 64836	Jasper County Mental Health Fund Board of Trustees 1101 E. 24th Street Joplin, MO 64804
Carthage R-IX School District 710 Lyon St. Carthage, MO 64836 Attn: Dr. Luke Boyer, Superintendent	City of Carthage, Missouri 326 Grant Carthage, MO 64836 Attn: Miranda Deal, City Clerk

AN ORDINANCE AMENDING THE ANNUAL OPERATING AND CAPITAL BUDGET OF THE CITY OF CARTHAGE FOR FISCAL YEAR 2024 - 2025 FOR SPECIFIED FUNDS (GENERAL FUND, GOLF FUND AND USE TAX FUND).

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

SECTION I: The City of Carthage's 2024 – 2025 Annual Operating and Capital Budget for the **General Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated Fund Balance, for:

- a.) the **Fire Department**, is hereby amended to reflect a supplemental appropriation of an amount not to exceed \$15,065 to the Vehicle Maintenance line item to repair a fire truck head gasket; and
- b.) the **Central Municipal Activities** is hereby amended to reflect a supplemental appropriation of an amount not to exceed \$20,000 to the Economic Development line item for expenses related to the Economic Development Park and \$55,000 to the Professional Services line item; and

SECTION II: The City of Carthage's 2024 – 2025 Annual Operating and Capital Budget for the **Golf Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated fund balance, for:

- An amount not to exceed \$20,000 to the Maintenance line item for grass seed and \$5,500 to the Utilities line item; and

SECTION III: The City of Carthage's 2024 – 2025 Annual Operating and Capital Budget for the **Use Tax Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated Fund Balance, for:

- An amount not to exceed \$50,000 to the Parks Capital Outlay line item for the purchase of a 4x4 Half Ton Crew Truck; and

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Alan Snow, Mayor

ATTEST:

Miranda Deal, City Clerk

COUNCIL BILL NO. 24-53

ORDINANCE NO. _____

An Emergency Ordinance to authorize the Mayor to apply for federal financial assistance on behalf of the City of Carthage and to execute any contract(s) resulting from such application for any grants between the City of Carthage and the Missouri Highways and Transportation Commission providing for capital, operating, and/or marketing assistance, comprised of federal funds to be expended for Commission-approved transit projects.

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

SECTION I. Dan Rife was removed from the office of Mayor on October 29, 2024 and Mayor Pro Tem Alan Snow assumed the position of Mayor and was sworn in during a special meeting on October 31, 2024.

SECTION II. That the Mayor is hereby authorized to apply for federal financial assistance on behalf of the City of Carthage and to execute any contract(s) resulting from such application for any grants between the City of Carthage and the Missouri Highways and Transportation Commission providing for capital, operating, and/or marketing assistance, comprised of federal funds to be expended for Commission-approved transit projects.

SECTION III. That all ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.

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

PASSED AND APPROVED THIS _____ DAY OF _____ 2024.

Alan Snow, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Mayor

COUNCIL BILL NO. 24-54

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into a contract with JH Sign Designs, LLC of Joplin, Missouri, for the South Economic Development Park Billboard Sign in the amount of \$20,548.00, in the City of Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a contract With JH Sign Designs, LLC for the Economic Development Park Billboard Sign in the City of Carthage, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Alan Snow, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Mayor



1720 W. 7th St. · Joplin, MO 64801

417-624-8688 | www.sign-designs.com

PROPOSAL

Proposal #: 25695

Proposal Date: 11/06/24

Customer #: 36213

Page: 1 of 3

SOLD TO:	JOB LOCATION:
CARTHAGE ECONOMIC DEVELOPMENT CORPORATION 627 W CENTENNIAL CARTHAGE MO 64836	CARTHAGE ECONOMIC DEVELOPMENT CORPORATION 627 W CENTENNIAL CARTHAGE MO 64836 REQUESTED BY: JEFF MEREDITH

SIGN DESIGNS (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #20581 FABRICATE AND INSTALL ONE 10' H X 30' W X 35' OVERALL HEIGHT, DOUBLE SIDED BILLBOARD at SOUTH INDUSTRIAL PARK: **NON-PREVAILING WAGE LABOR** - FABRICATED FROM TREATED LUMBER FOR THE SIGN STRUCTURE - 3/4" X 4' X 8' TREATED PLYWOOD BACKERS - SIGN STRUCTURE WILL BE MOUNTED TO (3) CUSTOMER PROVIDED 45-FT WOOD POLES - POLES SET INTO 10-FOOT-DEEP CONCRETE FOOTINGS - PROVIDE AND INSTALL (2) VINYL BILLBOARD WRAPS - SECURE TO BILLBOARD ON 2-SIDES WITH TENSION RODS AND RATCHET STRAPS **WIND LOAD VERIFICATION AND STAMPED ENGINEER DRAWINGS PROVIDED BY JASON ECKHART, ZANEVAN ENGINEERING**	\$20,548.00	\$20,548.00
		SUB TOTAL:	\$20,548.00
		ESTIMATED SALES TAXES:	\$0.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: \$20,548.00

TERMS: 60.0% DOWN, BALANCE DUE ON COMPLETION

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING OR TAX UNLESS SPECIFICALLY STATED.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 5 WORKING DAYS. DUE TO PRICING VOLATILITY, PROJECTS CONTAINING COMMODITIES SUCH AS STEEL, ALUMINUM, PLASTICS, WOOD, ETC. ARE SUBJECT TO REVISED PRICING BASED ON CURRENT PRICING OF MATERIALS WHEN THEY ARE PURCHASED. ANY REVISIONS TO PRICING WILL BE APPROVED BY THE CUSTOMER BEFORE MATERIALS ARE PURCHASED. THE PROPOSAL IS NOT ACCEPTED AND WORK WILL NOT BEGIN UNTIL DOWN PAYMENT IS RECEIVED, ALONG WITH WRITTEN ACCEPTANCE.

COMPANY INITIALS _____

CUSTOMER INITIALS _____

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

TERMS AND CONDITIONS

1. UPON DEFAULT IN PAYMENT OF ANY SUMS HEREIN AGREED SIGN DESIGNS MAY, AT ITS OPTION, DECLARE THE ENTIRE BALANCE FULLY DUE AND PAYABLE WITHOUT FURTHER NOTICE TO CUSTOMER; AND WHEN DECLARED DUE, CUSTOMER AGREES TO PAY INTEREST ON SAID BALANCE, AT THE RATE OF 1.5% PER MONTH. CUSTOMER FURTHER AGREES TO PAY ALL REASONABLE COSTS OF COLLECTION OF SAID BALANCE, INCLUDING ATTORNEY'S FEES.
2. IT IS FURTHER AGREED BY BOTH PARTIES THAT ALL PROVISIONS IN REGARD TO THE PROJECT ARE CONTAINED IN WRITING HEREIN.
3. ALL TERMS AND CONDITIONS OF THIS CONTRACT SHALL BE BINDING UPON ANY SUCCESSORS, ASSIGNEES OR OTHER LEGAL REPRESENTATIVES OF THE RESPECTIVE PARTIES BUT NO ASSIGNMENT SHALL BE MADE BY THE CUSTOMER WITHOUT THE WRITTEN CONSENT OF THE COMPANY UNLESS FULL PAYMENT OF THE TOTAL DUE HAS BEEN RECEIVED.
4. SIGN DESIGNS SHALL SECURE ALL NECESSARY PERMITS FROM THE MUNICIPALITY GOVERNING THE LOCATION OF THE SIGN. THE BUILDING AND/OR BUSINESS OWNER IS RESPONSIBLE TO SECURE PERMISSION FOR THE INSTALLATION OF THE SIGN FROM ANY OTHER ENTITY SUCH AS LANDLORD, PROPERTY MANAGER, ETC. AND CUSTOMER SHALL BE LIABLE FOR ANY OBSTRUCTION OF DELIVERY DUE TO DELAY IN OBTAINING SUCH PERMISSION. IF CUSTOMER EXECUTES THIS CONTRACT OF SALES WITHOUT EVER OBTAINING PERMISSION FROM PARTY OR PARTIES NECESSARY FOR THE INSTALLATION OF SAID SIGN, THEN HE PURCHASES SAME AND IS BOUND TO THE TERMS AND CONDITIONS OF THIS CONTRACT AS THOUGH HE HAD OBTAINED SAID PERMISSION AND HE AGREES TO RELIEVE THE COMPANY FROM ANY LIABILITY FOR ITS FAILURE WITHIN 10 DAYS OF DELIVERY TO ERECT OR INSTALL SAID SIGN.
5. WHERE APPLICABLE WITH ELECTRIC SIGNS, CUSTOMER AGREES TO PROVIDE SERVICE FEED WIRE OF SUITABLE CAPACITY AND APPROVED TO LOCATION OF SIGN IN ADVANCE OF INSTALLATION, AND MAKE CONNECTION THEREOF TO DISPLAY.
6. WHEN PIER DRILLING IS NECESSARY, THE COMPANY WILL CONTACT DIG RITE TO LOCATE PUBLIC UTILITIES. LOCATION OF PRIVATE UTILITIES IS SOLE RESPONSIBILITY OF THE CUSTOMER. IN THE EVENT ROCK IS ENCOUNTERED IN THE DRILLING PROCESS, TO THE POINT WHERE SPECIAL EQUIPMENT IS REQUIRED, ADDITIONAL MONIES WILL BE REQUESTED BY THE COMPANY.
7. ALL PRODUCTS MANUFACTURED BY THE COMPANY ARE GUARANTEED AGAINST DEFECTIVE PARTS, MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR, WITH THE EXCEPTION OF INCANDESCENT AND FLUORESCENT LAMPS AS THEY ARE GUARANTEED FOR A PERIOD OF NINETY DAYS.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: _____

DATE: _____

ACCEPTED BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

COMPANY INITIALS _____

CUSTOMER INITIALS _____



1720 W. 7th St. · Joplin, MO 64801

417-624-8688 | www.sign-designs.com

DEPOSIT INVOICE

Invoice #: DP25695

Inv Date: 11/06/24
Customer #: 36213
Page: 3 of 3

SOLD TO:	JOB LOCATION:
CARTHAGE ECONOMIC DEVELOPMENT CORPORATION 627 W CENTENNIAL CARTHAGE MO 64836	CARTHAGE ECONOMIC DEVELOPMENT CORPORATION 627 W CENTENNIAL CARTHAGE MO 64836 REQUESTED BY: JEFF MEREDITH

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
JEFF MEREDITH		Curt Medlin	01/26/24	60.0% Due Upon Receipt	11/25/24

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #20581 FABRICATE AND INSTALL ONE 10' H X 30' W X 35' OVERALL HEIGHT, DOUBLE SIDED BILLBOARD at SOUTH INDUSTRIAL PARK: **NON-PREVAILING WAGE LABOR** - FABRICATED FROM TREATED LUMBER FOR THE SIGN STRUCTURE - 3/4" X 4' X 8' TREATED PLYWOOD BACKERS - SIGN STRUCTURE WILL BE MOUNTED TO (3) CUSTOMER PROVIDED 45-FT WOOD POLES - POLES SET INTO 10-FOOT-DEEP CONCRETE FOOTINGS - PROVIDE AND INSTALL (2) VINYL BILLBOARD WRAPS - SECURE TO BILLBOARD ON 2-SIDES WITH TENSION RODS AND RATCHET STRAPS **WIND LOAD VERIFICATION AND STAMPED ENGINEER DRAWINGS PROVIDED BY JASON ECKHART, ZANEVAN ENGINEERING**	\$20,548.00	\$20,548.00
		SUB TOTAL	\$20,548.00
	* INDICATES TAXABLE ITEM	ESTIMATED SALES TAXES	\$0.00
		TOTAL PROPOSAL AMOUNT	\$20,548.00
PLEASE PAY THIS DEPOSIT AMOUNT:			\$12,328.80

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARTHAGE, MISSOURI AUTHORIZING TAX ABATEMENT FOR A PROJECT LOCATED IN THE CARTHAGE-JASPER COUNTY ENHANCED ENTERPRISE ZONE TO BE UNDERTAKEN BY SCHREIBER FOODS, INC.

WHEREAS, Jasper County, Missouri (the “County”), created the Carthage-Jasper County Enhanced Enterprise Zone (the “Zone”) pursuant to Sections 135.950 to 135.973, inclusive, of the Revised Statutes of Missouri, as amended (the “EEZ Act”); and

WHEREAS, Schreiber Foods, Inc., a Wisconsin corporation (the “Company”), has proposed to invest capital for the construction of an approximately 168,000 square foot production facility for the production of finished cold goods, and related infrastructure (the “Initial Project”) within a portion of the Zone located within the City of Carthage, Missouri;

WHEREAS, the Company is pursuing an opportunity that would increase the project scope to include the construction of a 253,000 square foot production facility, and related infrastructure (the “Expanded Project,” together with the Initial Project, the “Project”); and

WHEREAS, in its Notice of Intent requesting tax abatement under the EEZ Act, the Company represented that it expects a portion of its investment in the Project to be spent on the construction or improvement of buildings qualifying for tax abatement under the EEZ Act, and

WHEREAS, the balance of the Company’s investment will be spent on acquisition of land, equipment, vehicles, information technology and other tenant improvements, such investment, combined with the investment qualifying for tax abatement, is expected to be approximately \$211,000,000 for the Initial Project and \$316,000,000 for the Expanded Project; and

WHEREAS, the Company expects to create 101 new full-time jobs with the Initial Project and 251 new full-time jobs with the Expanded Project, each with an average hourly wage equal to or greater than 100% of the County average wage; and

WHEREAS, based on the foregoing, the City desires to grant tax abatement, as provided in the EEZ Act, to the Company to incentivize the construction of the Project within the Zone so as to create jobs and foster the development of industries within the Zone; and

WHEREAS, on November 12, 2024, the City Council held a duly-noticed public hearing regarding the proposed real property tax abatement described herein; and

WHEREAS, Section 135.963 of the EEZ Act requires the City Council to pass an Ordinance specifying the percentage of tax abatement, the duration of the tax abatement, the political subdivisions to which such tax abatement will apply and such other terms, conditions and stipulations as may be otherwise required;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CARTHAGE, MISSOURI, AS FOLLOWS:

Section 1. Enhanced Enterprise Zone Tax Abatement.

(a) Subject to the provisions of this Ordinance and the requirements of the EEZ Act, the Project shall receive the abatement from general ad valorem real property taxes imposed by the City, the State of Missouri, or any political subdivision thereof as described in the Performance Agreement (the "Agreement") between the City and the Company, attached as **Exhibit A** hereto and incorporated by reference herein.

(b) The tax abatement provided in the Agreement shall only apply to general ad valorem taxes (including commercial surcharges) levied against the Project and shall not be deemed or construed to exempt the Company or any successor in title, in whole or in part, from special assessments, fees, charges or other taxes that may be imposed by the City or another governmental unit.

(c) In accordance with Section 135.963.2 of the EEZ Act, the City Clerk is hereby authorized and directed to provide a copy of this Ordinance and the Agreement to the Director of the Missouri Department of Economic Development within 30 days of the approval thereof.

Section 2. Execution of Agreement. The Mayor is hereby authorized to execute the Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Further Authority. The officers of the City, including the Mayor and City Clerk, are hereby 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.

Section 4. 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 by the City Council and the Mayor of the City of Carthage, Missouri, this ____ day of _____, 2024.

Alan Snow, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: The Enhanced Enterprise Zone Board

EXHIBIT A

PERFORMANCE AGREEMENT

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of November __, 2024, as from time to time amended and supplemented in accordance with the provisions hereof (this “**Agreement**”), by and between the City of Carthage, Missouri, a municipal corporation duly organized and existing under the laws of the State of Missouri (the “**City**”) and Schreiber Foods, Inc., a Wisconsin corporation (the “**Company**”);

RECITALS:

WHEREAS, the City is authorized by Sections 135.950 RSMo., et. seq. as amended (the “**Act**”), to provide certain incentives for the construction of new and expansion of existing facilities for certain industrial, warehousing and manufacturing purposes; and

WHEREAS, pursuant to the Act, the County Commission of Jasper County, Missouri (the “**County**”) and the City Council of the City have passed an ordinance or resolution establishing the Enhanced Enterprise Zone Board (the “**Board**”) and to provide certain ad valorem tax abatements in the form of real estate tax abatements on the improvements to real property that will provide a base number of jobs and a base level of investment and paying an average wage at least equal to the County Average Wage as outlined in the Enhanced Enterprise Zone Tax Abatement Matrix attached as Exhibit C (the “**Abatement Matrix**”) and providing for certain bonuses for exceeding the base as outlined in the Abatement Matrix; and

WHEREAS, the Company will be constructing an approximately 168,000 square foot production facility for the production of finished cold goods, and related infrastructure, and expects to spend approximately \$211,000,000 related to the improvements with approximately \$100,000,000 of the cost of the project qualifying for tax abatement under the Act (the “**Initial Project**”); and

WHEREAS, the Company is pursuing an opportunity that would increase the project scope to include the construction of an approximately 253,000 square foot production facility and related infrastructure, at a cost of approximately \$316,000,000, with approximately \$168,000,000 of the costs qualifying for tax abatement under the Act (the “**Expanded Project**,” together with the Initial Project, the “**Project**”); and

WHEREAS, the City and the County have declared the area where the Project is to be located to be within the area designated by the County and the City and approved by the Missouri Department of Economic Development as an Enhanced Enterprise Zone; and

WHEREAS, pursuant to the foregoing, the City desires to enter into this Agreement with the Company in consideration of the Company's desire to cause the acquisition, construction, furnishing and equipping of the Project as more fully described in the Development Plan upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Company hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

1. **Definitions of Words and Terms.** In addition to the word and terms defined in the Recitals, the following words and terms as used herein shall have the following meanings:

“Administrator” means the Economic Development Director of the City or another officer or employee of the City designated by the City in writing to the Company.

“Agreement” means this Performance Agreement dated as of November __, 2024, between the City and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

“Annual Jobs Report” means the Annual Jobs Report required to be filed by the Company by Article IV, Section 3 hereof.

“Average Wage” means the wages paid by the Company during the year ending on the applicable Test Date to those persons which are engaged in the Jobs that are being counted to determine compliance with the Required Number of Jobs hereunder, divided by the number of hours performed by such persons during the year ending on the applicable Test Date.

“County” means Jasper County, Missouri.

“County Average Wage” means the average wage for the County on the applicable Test Date as published by the Missouri Department of Economic Development and used for purposes of the Missouri Quality Jobs Act (Section 620.1878(4), RSMo).

“Development Plan” means construction of improvements to the facilities of the Company located at 2499 Hazel Avenue in Carthage, Missouri to provide for the production and storage of finished goods as provided in the Notice of Intent filed by the Company with the City and the Board.

“Enhanced Enterprise Zone” means the area within the City described by the Missouri Department of Economic Development as being qualified through their standards of unemployment and poverty (and certain other qualifications, as described in the Act), which area is illustrated on the map in Exhibit A (the “Enhanced Enterprise Zone Map”).

“Event of Default” means any Event of Default as provided in Article V hereof.

“Expanded Project” means the acquiring, constructing, furnishing and equipping of a facility at the Project Site within the designated Enhanced Enterprise Zone as more fully described in the Development Plan and the Recitals herein.

“Force Majeure” means acts of God or the public enemy, fire or other casualty (including windstorm and flood), accidents, unusual weather, governmental restrictions, governmental regulations, governmental controls, governmental closures, governmental required workforce reduction, or governmental limitations on the performance of construction work, delay in issue of permits, enemy or hostile government action, pandemics, epidemics, quarantine restrictions, non-availability or shortages of labor or materials, local strikes or lockouts, and any other cause beyond the reasonable control of a party.

“Initial Project” means the acquiring, constructing, furnishing and equipping of a facility at the Project Site within the designated Enhanced Enterprise Zone as more fully described in the Development Plan and the Recitals herein.

“Job” means a full-time position with the Company of not less than 30 hours per week at the Project and such person at all times has health insurance offered to him or her that at least 50% of the health insurance premiums are paid by the Company. Positions filled by workers who are not directly employed by the Company do not qualify as “Jobs” for purposes of this definition; provided, however that workers who are employed by a third party company at the Project pursuant to a written agreement with the Company during an employee's probationary period shall qualify as a “Job” for purposes of this definition; provided, further, that workers performing less than 30 hours per week but not less than 20 hours per week shall constitute one-half of a “Job” for purposes of this definition; provided, further, that such workers who are employed by a Related Taxpayer shall qualify as a “Job” for purposes of this definition.

“New Jobs” means Jobs created at the Project on or after December 1, 2024.

“Notice of Intent” means the form developed by the Missouri Department of Economic Development which is completed by the Company and submitted to the Missouri Department of Economic Development that states the Company’s intent to hire new Jobs and request benefits in the Enhanced Enterprise Zone.

“Project” means the Initial Project and/or the Expanded Project, as may be applicable.

“Project Site” means all of the real estate described in the “Application” attached hereto as Exhibit B and by this reference made a part hereof, and generally located at 2499 Hazel Avenue, Carthage, Missouri and as described in Exhibit E, by this reference made a part hereof.

“Related Taxpayer” means (i) a corporation, partnership, trust or association controlled by the Company; (ii) an individual, corporation, partnership, trust, or association in control of the Company; or (iii) a corporation, partnership, trust or association controlled by an individual, corporation, partnership, trust or association in control of the Company. For the purposes of this definition, “control of a corporation” shall mean ownership, directly or indirectly, of stock possessing at least fifty percent of the total combined voting power of all classes of stock entitled to vote; “control of a partnership or association” shall mean ownership of at least fifty percent of the capital or profits interest in such partnership or association; and “control of a trust” shall mean ownership, directly or indirectly, of at least fifty percent of the beneficial interest in the principal or income of such trust; ownership shall be determined as provided in Section 318 of the U.S. Internal Revenue Code, as amended.

“Required Number of Jobs” means the base number of New Jobs that the Company commits to providing at the Project as part of this Agreement. For the Initial Project, the Company commits to creating at least 101 New Jobs at the Project within twelve (12) months of the one-year period ending on the initial Test Date and maintaining such number of New Jobs at the Project thereafter for the term of this Agreement. For the Expanded Project, the Company commits to creating at least 251 New Jobs at the Project within twelve (12) months of the one-year period ending on the initial Test Date and maintaining such number of New Jobs at the Project thereafter for the term of this Agreement.

“Stated Expiration Date” means December 31, in the year that includes the 10th year of real estate property tax abatement following the Substantial Completion of the Project. .

“Test Date” means each October 1 during the term of this Agreement beginning October 1 following Substantial Completion of the Project..

ARTICLE II

QUALIFICATIONS FOR BENEFITS OF THE ENHANCED ENTERPRISE ZONE

1. **Jobs Created.** As described herein, the Missouri Department of Economic Development in managing the various Enhanced Enterprise Zones in the State of Missouri, has determined that the Act has established certain minimums for qualifying for property tax abatement on the improvements to real estate and the benefits offered by the Department among its several programs. The minimum number of Jobs created must be not less than two (2). The City, the County and the Board have developed the Abatement Matrix included on Exhibit C, that sets forth bonuses for more Jobs created above the minimum. It is the intent of this Agreement to establish the base number of Jobs through the application by the Company and require an Annual Jobs Report as established in Article IV, Section 3 of this Agreement. These Jobs are to be New Jobs created in Missouri subsequent to the Notice of Intent related to the Project. The Company must offer a basic health insurance plan in conformance with The Patient Protection and Affordable Care Act (PPACA) 2010 HR3590 (ACA) or an equivalent benefit for the employees in the New Jobs that at least 50% of the health care premiums are paid by the Company.
2. **Investment.** The Act describes the minimum investment for any business to qualify for the benefits of the Act as being at least \$100,000.
3. **County Average Wage.** The City and the Board have determined that bonuses will be granted for businesses that are willing to pay a minimum of 100% of the County Average Wage in connection with at least ten (10) New Jobs, as shown on the Abatement Matrix.
4. **Minimum Benefits.** The Act describes the minimum benefits for any qualified project meeting the base of two (2) New Jobs created and \$100,000 invested shall be the exemption of the Company from paying any more than 50% of the ad valorem taxes on the improvements to real property as a part of the Project for at least ten (10) years. The improvements to the real property as a part of the Project is anticipated to be, for the Initial Project, approximately \$100,000,000, and for the Expanded Project, approximately \$168,000,000.
5. **Bonus Benefits for Qualified Projects.** Bonuses shall be awarded by the Administrator for “qualified projects” (as defined below in Section 6) based on the information provided in the “Notice of Intent” submitted by the Company and shall be in the form of additional abatement percentages and increased years of eligibility based on the number of New Jobs created and sustained and the amount of wages paid relative to the County Average Wage.
6. **Qualified Project.** The Project for the Company that includes improvements made to real property within an Enhanced Enterprise Zone as permitted by the Act and approved by the City.

ARTICLE III

REAL ESTATE PROPERTY TAX ABATEMENT

1. **Real Estate Property Tax Abatement.** The period of real estate property tax abatement shall be 10 years with bonus years approved according to the number of New Jobs and the Average Wage. In no event shall the period of abatement extend beyond the 10th year of real estate property tax abatement following the Substantial Completion of the Project.
2. **Qualifications.**
 - a. The Company covenants and agrees that, during each year the improvements to real property related to the Project are subject to tax abatement from real estate taxes, the Company shall submit the report required by Article IV, Section 3 of this Agreement. The Company also agrees that it shall create for the Initial Project, at least one hundred one (101) New Jobs, and for the Expanded Project, at least two hundred fifty-one (251) New Jobs, within twelve (12) months of the one-year period ending on the initial Test Date and maintaining such number of New Jobs at the Project thereafter for the term of this Agreement.
 - b. The Company covenants and agrees that it will invest, for the Initial Project, no less than \$100,000,000, and for the Expanded Project, no less than \$168,000,000 in the Project. The Company shall complete the Project no later than December 31, 2025, subject to any extension granted by the City upon a showing of good cause by the Company.
 - c. The Company and the City agree that the Company will receive the following bonuses in percentage of tax abatement and years of abatement for the Project:
 - i. For the Initial Project, six (6) years of 100% tax abatement, followed by four (4) years of 75% tax abatement
 - ii. For the Expanded Project, eight (8) years of 100% tax abatement, followed by two (2) years of 75% tax abatement.
3. **Adjustment of Terms for Failure to Deliver Required Jobs or Wages.** The Company covenants to maintain the Required Number of Jobs within the Enhanced Enterprise Zone for so long as this Agreement is in effect. In the event the Company fails to maintain the Required Number of Jobs at the Project (measured by determining the highest actual number of New Jobs during the 90-day period ending on each Test Date), the Administrator shall advise the Board of such failure and recommend waiving the abatement from payment of ad valorem real estate taxes of the Company and returning the Project to the tax rolls at full value, provided that any termination of this Agreement shall not apply retroactively to any past years.
4. **Obligation to Effect Tax Abatement.** The City shall take all actions within its control to obtain and/or maintain in effect the abatement referred to in Section 1 above, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of any other governmental taxing authority to recognize the abatement provided herein.
5. **Company's Right to Protest Taxes.** Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement shall be construed to limit or in any way restrict the

availability of any provision of Missouri law which confers upon the Company the right to appeal, protest or otherwise contest any property tax valuation, assessment, classification or similar action. The City agrees to cooperate with the Company in any such appeal, protest or contest to the extent that the real property tax abatement is challenged by another governmental entity.

6. **Cessation of Operations at the Project.** If for any reason the Company ceases operation at the Project during the term of the real estate property tax abatement, the Administrator shall advise the Board of such cessation and recommend waiving the abatement from payment of ad valorem real estate taxes of the Company and returning the Project to the tax rolls at full value.

“Ceases operations” or “cessation of operations” means the failure of the Company to employ an average of at least the minimum 100 full-time equivalent employees at the Project for a period of 12 consecutive months during the term of the real estate property tax abatement; provided, however, that if such failure is due to a casualty at the Project, such failure shall not constitute the “cessation of operations” provided that the Company promptly commences the reconstruction of the Project and diligently pursues such reconstruction and such reconstruction is completed within 12 months of the casualty event.

7. **No Abatement on Special Assessments.** The City and the Company hereby agree that the property tax abatements described in this Agreement shall not apply to special assessments. The Company hereby agrees to make a payment to the City or any other taxing jurisdiction on or before each December 31 in an amount equal to 100% of the special assessments which would otherwise be due with respect to the Project if such Project were not subject to abatement.
8. **Company Notification of Project.** The Company shall promptly notify the City when and if the opportunity that necessitates the Expanded Project is secured. Notwithstanding any provision contained in this Agreement to the contrary, the Company must notify the City of its intent to pursue the Expanded Project no later than February 28, 2025. If the Company fails to notify the City on or prior to February 28, 2025, the City and the Company hereby agree that the Company will receive the property tax abatement described in this Agreement only for the Initial Project, and any incentive related to an Expanded Project would be subject to additional negotiation and agreement, which the City may, in its sole discretion, deny.

ARTICLE IV

COVENANTS, REPRESENTATIONS AND AGREEMENTS OF THE COMPANY

1. **Inspection.** The Company agrees that the City and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least 48 hours advance written notice and to the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and the records of the Company which demonstrate compliance with this Agreement. In addition to any and all record requirements stated herein, Company agrees to maintain and make available for inspection by the City, upon reasonable notice, the following records of the Project:
 - a. The Company shall establish and maintain sufficient records as required by 24 CFR

570.506. Such records shall be made available to the City upon reasonable request.

2. **Compliance with Laws.** The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.
3. **Annual Jobs Reports.** The Company shall file with the City annually, commencing on October 1, following Substantial Completion of the Project, and continuing on each October 1 thereafter while this Agreement remains in effect, a report stating the number of New Jobs maintained at the Project and Average Wage with respect to such Jobs in a form reasonably satisfactory to the City. The information shall be given as of the applicable Test Date, provided that, for purposes of determining compliance with the Required Number of Jobs pursuant to Article III, Section 3 of this Agreement, the Company may report the highest actual number of New Jobs during the 90-day period ending on such Test Date. The Company agrees to provide the City and the Assessor with reasonable access to the payroll and other corporate records as may be reasonably requested to verify the information provided by the Company regarding New Jobs and Average Wage information. If any report and/or other corporate records show that the Company has failed to create and maintain the New Jobs as provided herein, this Agreement shall terminate.
4. **City Approvals.** The City intends that the approval of the Project granted by the City pursuant to this Agreement shall not affect or constitute any approval required by any other city or county or governmental entity or department or pursuant to any city ordinance, code, regulation or any other governmental approval required by law, nor does any approval by the City pursuant to this Agreement constitute approval of the quality, structural soundness or safety of any portion of the Project. The City will not unreasonably withhold any consent or approval required by any City ordinance, code, regulation or any other governmental approval required by law related to the Project; provided that nothing herein shall be construed to obligate the City, acting as a party hereto, to grant permits or other approvals the City would not be obligated to grant, acting as a political subdivision, absent this Agreement. Any other political subdivision outside the boundaries of the City will be required to apply the City's ordinances, codes, regulations or any other approvals to the Project as required by law.
5. **General.** The Company represents, warrants and covenants that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:
 - a. The Company is a corporation duly organized and validly existing pursuant to the laws of the state of incorporation and is in good standing and qualified to do business in the State of Missouri;
 - b. The Company has the right, power and authority to enter into, execute, deliver and perform this Agreement;
 - c. The execution, delivery and performance by the Company of this Agreement has been duly authorized by all necessary corporate action, and does not violate the articles of incorporation or bylaws of the Company, as the same may be amended and supplemented, or any applicable provision of law, nor, to the Company's knowledge, does it constitute a breach of or default under or require any consent under any agreement, instrument or

- d. document to which the Company is now a party or by which the Company is now bound; To the Company's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Company which would impair its ability to perform under this Agreement; and
 - e. The Company has obtained (or will, prior to the commencement of construction or operation obtain) and shall maintain all required government permits, certificates and consents (including without limitation appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project.
- 6. **Compliance with Laws.** To the Company's knowledge, the Project is and shall be in compliance in all material respects with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project, including environmental laws. Notwithstanding any provision contained in this Agreement to the contrary, the Company shall have the right, at its sole cost and expense, to contest or review, by legal or other appropriate procedures, the validity or legality of any such applicable laws, statutes, ordinances, regulations, executive orders and codes, and during such contest or review the Company may refrain from complying therewith to the extent such noncompliance is expressly permitted by law and provided that such noncompliance does not result in adverse action being taken against the Project or the City.
- 7. **Survival of Covenants.** All warranties, representations, covenants and agreements of the Company contained herein shall survive termination of this Agreement for any reason.
- 8. **Indemnification of City.** The Company shall indemnify, defend and save the City and its officers, employees and agents, including members of the City Council, harmless from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Project during the term of this Agreement, and against any and all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, arising during the term of this Agreement from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Agreement, or any action requested of the City by the Company pursuant to this Agreement, (c) any contract entered into in connection with the acquisition, construction, furnishing and equipping of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) any act of negligence of any permitted assignee, lessee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any permitted assignee, lessee or sublessee of the Company.
- 9. **Federal Work Authorization.** Simultaneously with the execution of this Agreement and in conjunction with every submitted annual report regarding New Jobs, the Company shall, pursuant to the provisions of Sections 285.525 through 285.555 of the Revised Statutes of Missouri, as amended, by sworn affidavit in substantially the form attached hereto as Exhibit D and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to its employees and state that it does not knowingly employ any person who is an unauthorized alien.

10. **Payment to City Costs.** The Company agrees to pay all actual and reasonable costs of the City in connection with the preparation of this Agreement. The Company also agrees to pay all costs of the City in connection with the City's enforcement of this Agreement, including reasonable attorneys' fees.

ARTICLE V

DEFAULT AND REMEDIES

1. **Events of Default.** If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:
- a. the Company shall fail to perform any of its material obligations hereunder and (i) such failure continues for a period of 60 days (or such longer period as the City and the Company may agree in writing) following written notice to the Company from the City of such failure and the notice shall include a specific description of the Company's failure hereunder), or (ii) if such failure is not subject to cure within such 60 days, the Company shall have failed to initiate action to cure such default and shall pursue such action to cure diligently;
 - b. the Company shall breach any material covenant contained herein and continuance of such breach for a period of 60 days (or such longer period as the City and the Company may agree in writing) after there has been given to the Company by the City a written notice specifying such breach and requiring it to be remedied; provided, that if such breach cannot be fully remedied within such 60-day period, but can reasonably be expected to be fully remedied, such breach shall not constitute an event of default if the Company shall promptly upon receipt of such notice commence the curing of such breach and shall thereafter prosecute and complete the same with due diligence and dispatch; or
 - c. Any material representation of the Company contained herein shall prove to be materially false or erroneous and shall not be corrected or brought into compliance within 60 days (or such longer period as the City and the Company may agree in writing) after there has been given to the Company by the City a written notice specifying such false or erroneous representation and requiring it to be remedied; provided, that if such default cannot be fully remedied within such 60-day period, but can reasonably be expected to be fully remedied, such default shall not constitute an event of default if the Company shall promptly upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch.
2. **Remedies on Default.** Upon an Event of Default hereunder, this Agreement may be terminated by written notice to the Company from the Administrator stating that an Event of Default has occurred and all abatement of property taxes shall be terminated. Upon notice that the Company has defaulted on this Agreement, the Company may appeal the decision of the Administrator to the Board whose decision shall become final.
3. **Failure of the City to Perform its Obligations.** In the event the City shall fail to perform any of its obligations hereunder for (i) a period of 60 days (or such longer period as the Company and the City may agree in writing) following written notice to the City from the Company of such failure which notice shall include a specific description of the City's failure hereunder), or (ii) if such failure is not subject to cure within such 60 days, the City shall have failed to initiate action to cure

such default and shall pursue such action diligently; the Company may declare that the City is in default under this Agreement and may pursue any legal remedy available to it to enforce this Agreement.

ARTICLE VI

TERM OF AGREEMENT

This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement), shall have a term commencing as of the date of this Agreement and terminating on the Stated Expiration Date.

ARTICLE VII

MISCELLANEOUS PROVISIONS

1. **Mutual Assistance.** The City and the Company agree to take such actions as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.
2. **Severability.** If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.
3. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.
4. **Execution in Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the City and the Company with respect to the subject matter hereof.
6. **Electronic Storage of Documents.** The City and the Company agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.
7. **Force Majeure.** For purposes of any provisions of this Agreement, no party shall be considered in breach of or default in any of its obligations, including, but not limited to, the beginning and completion of construction, or progress in respect thereto, in the event of Force Majeure. The parties agree that in the event of the occurrence of any delays as a result of Force Majeure, the time

or times for the performance of covenants, provisions, and agreements of this Agreement shall be extended for the period of the delay attributable to Force Majeure (including any time reasonably required to recommence performance due to such delay attributable to Force Majeure).

8. **Payment or Performance on Saturday, Sunday, or Holiday.** Whenever the provisions of this Agreement call for any payment or the performance of any act on or by a date that is a Saturday, Sunday, or legal holiday of the State of Missouri, including the expiration date of any cure periods provided herein, then such payment or such performance shall be required on or by the immediately succeeding day that is not a Saturday, Sunday or legal holiday of the State of Missouri.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date first above written.

CITY OF CARTHAGE, MISSOURI

By: _____
Title: Mayor

[SEAL]

ATTEST:

By: _____
Title: City Clerk

SCHREIBER FOODS, INC.

By: _____
Name: _____
Title: _____

[SEAL]

ATTEST:

By: _____
Name: _____
Title: Secretary

EXHIBIT A
ENHANCED ENTERPRISE ZONE MAP

[Attached.]

EXHIBIT B
NOTICE OF INTENT

[Attached.]

EXHIBIT C

ENHANCED ENTERPRISE ZONE TAX ABATEMENT MATRIX Jasper County Average Wage (CAW)

Jobs	100%	120%	140%	160%
10	3 yrs / 100%	4 yrs / 100%	6 yrs / 100%	8 yrs / 100%
	5 yrs / 75%	6 yrs / 75%	4 yrs / 75%	4 yrs / 75%
	2 yrs / 50%	-----	2 yrs / 50%	-----
50	4 yrs / 100%	6 yrs / 100%	8 yrs / 100%	10 yrs / 100%
	6 yrs / 75%	4 yrs / 75%	4 yrs / 75%	4 yrs / 75%
	-----	2 yrs / 50%	-----	2 yrs / 50%
100	6 yrs / 100%	8 yrs / 100%	10 yrs / 100%	12 yrs / 100%
	4 yrs / 75%	4 yrs / 75%	4 yrs / 75%	5 yrs / 75%
	2 yrs / 50%	-----	2 yrs / 50%	2 yrs / 50%
250	8 yrs / 100%	10 yrs / 100%	12 yrs / 100%	-----
	4 yrs / 75%	4 yrs / 75%	5 yrs / 75%	-----
	-----	2 yrs / 50%	2 yrs / 50%	-----
500	10 yrs / 100%	12 yrs / 100%	-----	-----
	4 yrs / 75%	5 yrs / 75%	-----	-----
	2 yrs / 50%	2 yrs / 50%	-----	-----

Base: 10 yr / 50% for companies creating a minimum of two jobs and not in the targeted clusters, with approval of EEZ Ad

Enhanced: As per chart above, for companies in the targeted clusters.

County Avg. Wage (CAW): Jasper County average wages as defined by state DED. New companies must meet CAW as employees in new operation. Existing firms qualify based on avg. wage of existing employment base.

Job Creation: Number of FTE in twenty-four months after beginning new/expanded operation. To be new jobs created in the state. Movement of jobs from one plant to another within the state would not qualify as jobs under the Act.

Benefits: Employer must also provide benefits as part of employee compensation package.

EXHIBIT D

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.525 R.S.MO., ET SEQ.

STATE OF _____)
) SS.
COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally appeared _____, who is _____ of Schreiber Foods, Inc., a Wisconsin corporation, and after being duly sworn did depose and say:

- (1) that said company is completing this affidavit in relation to its facility at 2499 Hazel Avenue, Carthage, Missouri;
- (2) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.525 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit. (An example of acceptable documentation is the E-Verify Memorandum of Understanding (MOU) - a valid, completed copy of the first page identifying the employer and a valid copy of the signature page completed and signed by the employer, the Social Security Administration and the Department of Homeland Security.)

By: _____
Print Name: _____
Title: _____
Date: _____

Subscribed and sworn to before me this _____ day _____, _____.

Notary Public
Print Name: _____

My commission expires:

EXHIBIT E
LEGAL DESCRIPTION

Lot 2 of Record Plat of North Half of the Southwest Quarter and part of the Northwest Quarter of Section 16, Township 28 North, Range 31 West, according to plat thereof recorded in Plat Book 24 Page 39 of the Jasper County, Missouri Records.

City of Carthage, Missouri
Carthage Jasper County Enhanced Enterprise Zone
(Schreiber Foods)

COST BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT



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This information is provided based on the factual information and assumptions provided to Gilmore & Bell, P.C. by a party to or a representative of a party to the proposed transaction. This information is intended to provide factual information only and is provided in conjunction with our legal representation. It is not intended as financial advice or a financial recommendation to any party. Gilmore & Bell, P.C. is not a financial advisor or a “municipal advisor” as defined in the Securities Exchange Act of 1934, as amended.

Project Assumptions

- ♦ Initial year taxes assessed 2026

- ♦ Investment in real property improvements

<i>Initial Project</i>	\$ 125,000,000
<i>Expanded Project</i>	\$ 168,360,838

- ♦ Bi-annual growth rate of appraised value of real property 2.0%

- ♦ Assessed value as a percentage of appraised value (real) 32.0%

- ♦ Assessed value of real property

<i>Initial Project</i>	\$ 40,000,000
<i>Expanded Project</i>	\$ 53,875,468

- ♦ Terms of abatement (Real Property):

<i>Initial Project</i>	
Years 1 to 6	100%
Years 7 to 10	75%
 <i>Expanded Project</i>	
Years 1 to 8	100%
Years 9 to 10	75%

Summary of Cost Benefit Analysis

Taxing Jurisdiction	Tax Rate	Tax Revenue for Real Property Without Abatement (Initial Project)	Tax Revenue for Real Property With Abatement (Initial Project)	Value of Abatement (Initial Project)	Tax Revenue for Real Property Without Abatement (Expanded Project)	Tax Revenue for Real Property With Abatement (Expanded Project)	Value of Abatement (Expanded Project)
State of Missouri	0.0300	\$ 126,146	\$ 12,990	\$ 113,155	\$ 169,904	\$ 8,835	\$ 161,069
Jasper County	0.1114	468,422	48,238	420,184	630,911	32,807	598,104
Dev. Disability Resource Board	0.0845	355,311	36,590	318,721	478,564	24,885	453,679
Mental Health	0.0845	355,311	36,590	318,721	478,564	24,885	453,679
Carthage R-9 School District	3.8826	16,325,807	1,681,225	14,644,581	21,989,012	1,143,420	20,845,592
Carthage Road District	0.2348	987,302	101,672	885,630	1,329,784	69,148	1,260,636
City of Carthage	0.7197	3,026,241	311,641	2,714,600	4,076,004	211,951	3,864,053
Surtax	1.0200	4,288,962	441,676	3,847,286	5,776,746	300,388	5,476,357
	6.1675	\$ 25,933,502	\$ 2,670,622	\$ 23,262,880	\$ 34,929,488	\$ 1,816,320	\$ 33,113,169

**Projected Tax Revenues Without Abatement
(Real Property)
(Initial Project)**

Estimated Assessed Value of Real Property		\$40,000,000	\$40,800,000	\$40,800,000	\$41,616,000	\$41,616,000	\$42,448,320	\$42,448,320	\$43,297,286	\$43,297,286	\$44,163,232		
Taxing Jurisdiction		Tax Rate per \$100											Total
State of Missouri	0.0300	\$ 12,000	\$ 12,240	\$ 12,240	\$ 12,485	\$ 12,485	\$ 12,735	\$ 12,735	\$ 12,989	\$ 12,989	\$ 13,249	\$	126,146
Jasper County	0.1114	44,560	45,451	45,451	46,360	46,360	47,287	47,287	48,233	48,233	49,198		468,422
Dev. Disability Resource Board	0.0845	33,800	34,476	34,476	35,166	35,166	35,869	35,869	36,586	36,586	37,318		355,311
Mental Health	0.0845	33,800	34,476	34,476	35,166	35,166	35,869	35,869	36,586	36,586	37,318		355,311
Carthage R-9 School District	3.8826	1,553,040	1,584,101	1,584,101	1,615,783	1,615,783	1,648,098	1,648,098	1,681,060	1,681,060	1,714,682		16,325,807
Carthage Road District	0.2348	93,920	95,798	95,798	97,714	97,714	99,669	99,669	101,662	101,662	103,695		987,302
City of Carthage	0.7197	287,880	293,638	293,638	299,510	299,510	305,501	305,501	311,611	311,611	317,843		3,026,241
Surtax	1.0200	408,000	416,160	416,160	424,483	424,483	432,973	432,973	441,632	441,632	450,465		4,288,962
		6.1675	\$ 2,467,000	\$ 2,516,340	\$ 2,516,340	\$ 2,566,667	\$ 2,566,667	\$ 2,618,000	\$ 2,618,000	\$ 2,670,360	\$ 2,670,360	\$ 2,723,767	\$ 25,933,502

Projected PILOT Amount
(Real Property)
(Initial Project)

Estimated Assessed Value of Real Property		\$ 40,000,000	\$ 40,800,000	\$ 40,800,000	\$ 41,616,000	\$ 41,616,000	\$ 42,448,320	\$ 42,448,320	\$ 43,297,286	\$ 43,297,286	\$ 44,163,232	
Percent Taxes Assessed		0%	0%	0%	0%	0%	0%	25%	25%	25%	25%	
Taxing Jurisdiction	Tax Rate per \$100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
State of Missouri	0.0300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,184	\$ 3,247	\$ 3,247	\$ 3,312	\$ 12,990
Jasper County	0.1114	-	-	-	-	-	-	11,822	12,058	12,058	12,299	48,238
Dev. Disability Resource Board	0.0845	-	-	-	-	-	-	8,967	9,147	9,147	9,329	36,590
Mental Health	0.0845	-	-	-	-	-	-	8,967	9,147	9,147	9,329	36,590
Carthage R-9 School District	3.8826	-	-	-	-	-	-	412,025	420,265	420,265	428,670	1,681,225
Carthage Road District	0.2348	-	-	-	-	-	-	24,917	25,416	25,416	25,924	101,672
City of Carthage	0.7197	-	-	-	-	-	-	76,375	77,903	77,903	79,461	311,641
Surtax	1.0200	-	-	-	-	-	-	108,243	110,408	110,408	112,616	441,676
	6.1675	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 654,500	\$ 667,590	\$ 667,590	\$ 680,942	\$ 2,670,622

Projected Tax Abatement
(Real Property)
(Initial Project)

Estimated Assessed Value of Real Property		\$ 40,000,000	\$ 40,800,000	\$ 40,800,000	\$ 41,616,000	\$ 41,616,000	\$ 42,448,320	\$ 42,448,320	\$ 43,297,286	\$ 43,297,286	\$ 44,163,232	
Abatement Percentage		100%	100%	100%	100%	100%	100%	75%	75%	75%	75%	
Taxing Jurisdiction	Tax Rate per \$100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
State of Missouri	0.0300	\$ 12,000	\$ 12,240	\$ 12,240	\$ 12,485	\$ 12,485	\$ 12,735	\$ 9,551	\$ 9,742	\$ 9,742	\$ 9,937	\$ 113,155
Jasper County	0.1114	44,560	45,451	45,451	46,360	46,360	47,287	35,466	36,175	36,175	36,898	420,184
Dev. Disability Resource Board	0.0845	33,800	34,476	34,476	35,166	35,166	35,869	26,902	27,440	27,440	27,988	318,721
Mental Health	0.0845	33,800	34,476	34,476	35,166	35,166	35,869	26,902	27,440	27,440	27,988	318,721
Carthage R-9 School District	3.8826	1,553,040	1,584,101	1,584,101	1,615,783	1,615,783	1,648,098	1,236,074	1,260,795	1,260,795	1,286,011	14,644,581
Carthage Road District	0.2348	93,920	95,798	95,798	97,714	97,714	99,669	74,751	76,247	76,247	77,771	885,630
City of Carthage	0.7197	287,880	293,638	293,638	299,510	299,510	305,501	229,125	233,708	233,708	238,382	2,714,600
Surtax	1.0200	408,000	416,160	416,160	424,483	424,483	432,973	324,730	331,224	331,224	337,849	3,847,286
	6.1675	\$ 2,467,000	\$ 2,516,340	\$ 2,516,340	\$ 2,566,667	\$ 2,566,667	\$ 2,618,000	\$ 1,963,500	\$ 2,002,770	\$ 2,002,770	\$ 2,042,826	\$ 23,262,880

**Projected Tax Revenues Without Abatement
(Real Property)
(Expanded Project)**

Estimated Assessed Value of Real Property		\$53,875,468	\$54,952,978	\$54,952,978	\$56,052,037	\$56,052,037	\$57,173,078	\$57,173,078	\$58,316,539	\$58,316,539	\$59,482,870		
Tax Rate per													
Taxing Jurisdiction	\$100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total	
State of Missouri	0.0300	\$ 16,163	\$ 16,486	\$ 16,486	\$ 16,816	\$ 16,816	\$ 17,152	\$ 17,152	\$ 17,495	\$ 17,495	\$ 17,845	\$ 169,904	
Jasper County	0.1114	60,017	61,218	61,218	62,442	62,442	63,691	63,691	64,965	64,965	66,264	630,911	
Dev. Disability Resource Board	0.0845	45,525	46,435	46,435	47,364	47,364	48,311	48,311	49,277	49,277	50,263	478,564	
Mental Health	0.0845	45,525	46,435	46,435	47,364	47,364	48,311	48,311	49,277	49,277	50,263	478,564	
Carthage R-9 School District	3.8826	2,091,769	2,133,604	2,133,604	2,176,276	2,176,276	2,219,802	2,219,802	2,264,198	2,264,198	2,309,482	21,989,012	
Carthage Road District	0.2348	126,500	129,030	129,030	131,610	131,610	134,242	134,242	136,927	136,927	139,666	1,329,784	
City of Carthage	0.7197	387,742	395,497	395,497	403,407	403,407	411,475	411,475	419,704	419,704	428,098	4,076,004	
Surtax	1.0200	549,530	560,520	560,520	571,731	571,731	583,165	583,165	594,829	594,829	606,725	5,776,746	
		6.1675	\$ 3,322,770	\$ 3,389,225	\$ 3,389,225	\$ 3,457,009	\$ 3,457,009	\$ 3,526,150	\$ 3,526,150	\$ 3,596,673	\$ 3,596,673	\$ 3,668,606	\$ 34,929,488

Projected PILOT Amount
(Real Property)
(Expanded Project)

Estimated Assessed Value of Real Property		\$ 53,875,468	\$ 54,952,978	\$ 54,952,978	\$ 56,052,037	\$ 56,052,037	\$ 57,173,078	\$ 57,173,078	\$ 58,316,539	\$ 58,316,539	\$ 59,482,870	
Percent Taxes Assessed		0%	0%	0%	0%	0%	0%	0%	0%	25%	25%	
Taxing Jurisdiction	Tax Rate per \$100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
State of Missouri	0.0300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,374	\$ 4,461	\$ 8,835
Jasper County	0.1114	-	-	-	-	-	-	-	-	16,241	16,566	32,807
Dev. Disability Resource Board	0.0845	-	-	-	-	-	-	-	-	12,319	12,566	24,885
Mental Health	0.0845	-	-	-	-	-	-	-	-	12,319	12,566	24,885
Carthage R-9 School District	3.8826	-	-	-	-	-	-	-	-	566,049	577,370	1,143,420
Carthage Road District	0.2348	-	-	-	-	-	-	-	-	34,232	34,916	69,148
City of Carthage	0.7197	-	-	-	-	-	-	-	-	104,926	107,025	211,951
Surtax	1.0200	-	-	-	-	-	-	-	-	148,707	151,681	300,388
	6.1675	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 899,168	\$ 917,152	\$ 1,816,320

**Projected Tax Abatement
(Real Property)
(Expanded Project)**

Estimated Assessed Value of Real Property		\$ 53,875,468	\$ 54,952,978	\$ 54,952,978	\$ 56,052,037	\$ 56,052,037	\$ 57,173,078	\$ 57,173,078	\$ 58,316,539	\$ 58,316,539	\$ 59,482,870	
Abatement Percentage		100%	100%	100%	100%	100%	100%	100%	100%	75%	75%	
Taxing Jurisdiction	Tax Rate per \$100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
State of Missouri	0.0300	\$ 16,163	\$ 16,486	\$ 16,486	\$ 16,816	\$ 16,816	\$ 17,152	\$ 17,152	\$ 17,495	\$ 13,121	\$ 13,384	\$ 161,069
Jasper County	0.1114	60,017	61,218	61,218	62,442	62,442	63,691	63,691	64,965	48,723	49,698	598,104
Dev. Disability Resource Board	0.0845	45,525	46,435	46,435	47,364	47,364	48,311	48,311	49,277	36,958	37,697	453,679
Mental Health	0.0845	45,525	46,435	46,435	47,364	47,364	48,311	48,311	49,277	36,958	37,697	453,679
Carthage R-9 School District	3.8826	2,091,769	2,133,604	2,133,604	2,176,276	2,176,276	2,219,802	2,219,802	2,264,198	1,698,148	1,732,111	20,845,592
Carthage Road District	0.2348	126,500	129,030	129,030	131,610	131,610	134,242	134,242	136,927	102,695	104,749	1,260,636
City of Carthage	0.7197	387,742	395,497	395,497	403,407	403,407	411,475	411,475	419,704	314,778	321,074	3,864,053
Surtax	1.0200	549,530	560,520	560,520	571,731	571,731	583,165	583,165	594,829	446,122	455,044	5,476,357
	6.1675	\$ 3,322,770	\$ 3,389,225	\$ 3,389,225	\$ 3,457,009	\$ 3,457,009	\$ 3,526,150	\$ 3,526,150	\$ 3,596,673	\$ 2,697,504	\$ 2,751,455	\$ 33,113,169

TO: CARTHAGE/JASPER COUNTY ENHANCED ENTERPRISE ZONE BOARD

FROM: SID DOUGLAS AND SARAH GRANATH, GILMORE & BELL, P.C.

**RE: RESOLUTION RECOMMENDING TAX ABATEMENT FOR REAL PROPERTY
IN THE ENHANCED ENTERPRISE ZONE**

EXECUTIVE SUMMARY:

This Resolution recommends that the Carthage City Council approve an ordinance authorizing, (1) in the case of the Initial Project, 100% ad valorem tax abatement for six (6) years and 75% ad valorem tax abatement for the following four (4) years, or, alternatively, (2) in the case of the Expanded Project, 100% ad valorem tax abatement for eight (8) years and 75% ad valorem tax abatement for the following two (2) years on improvements to the real property located at 2499 Hazel Street associated with the development of manufacturing facilities (the "Project").

BACKGROUND:

Potential Redeveloper: Schreiber Foods, Inc.

The City Ordinance governing the granting of tax abatement in the Carthage/Jasper County Enhanced Enterprise Zone provides for tax abatement upon the recommendation of the Enhanced Enterprise Zone Board and an ordinance by the City Council or an order by the County Commission of Jasper County.

Schreiber Foods, Inc. (Company) desires to construct a 168,000 square foot production facility for the production of finished cold goods, and related infrastructure, and expects to spend approximately \$211,000,000 related to the improvements with approximately \$100,000,000 of the cost of the project qualifying for tax abatement under Sections 135.950 RSMo., et seq. as amended (the "Act") (the "Initial Project"). The Company is pursuing an opportunity that would increase the project scope to include the construction of a 253,000 square foot production facility, and related infrastructure, at a cost of approximately \$316,000,000, with approximately \$168,000,000 of the costs qualifying for tax abatement under the Act (the "Expanded Project").

The Company expects and commits to create, with the Initial Project, 101 new jobs, or with the Expanded Project, 251 new jobs, providing for wages that equals or exceeds 100% of the county average wage within twelve (12) months of completion of the project. The Company expects the average wage of the new jobs to be \$26.22 an hour, which is 112% of the Jasper County Average Wage.

REQUESTED ACTION:

Recommend to the Carthage City Council that the property to be developed for the Project be granted the following terms of abatement on improvements associated with the development of manufacturing facilities

with the creation of 101 (Initial Project) or 251 (Expanded Project) new jobs with wages at least 100% of the County Average Wage according to the Enhanced Enterprise Zone Tax Abatement Matrix.:

(1) in the case of the Initial Project, 100% ad valorem tax abatement for six (6) years and 75% ad valorem tax abatement for the following four (4) years, or, alternatively,

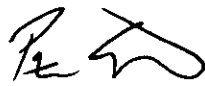
(2) in the case of the Expanded Project, 100% ad valorem tax abatement for eight (8) years and 75% ad valorem tax abatement for the following two (2) years on improvements to the real property

NOW, THEREFORE, be it resolved by the Carthage/Jasper County Enhanced Enterprise Zone Board as follows:

1. The Carthage/Jasper County Enhanced Enterprise Zone Board (the "EEZ Board") hereby recommends to the Carthage City Council that the ad valorem taxes on improvements to the property for the Project be abated for the following terms:
 - a. For the Initial Project, for a period of six (6) years of 100% and a subsequent four (4) years of 75%, conditioned upon the creation of at least 101 new jobs paying wages in excess of 100% of the County Average Wage, according to the Enhanced Enterprise Zone Tax Abatement Matrix.
 - b. For the Expanded Project, for a period of eight (8) years of 100% and a subsequent two (2) years of 75%, conditioned upon the creation of at least 251 new jobs paying wages in excess of 100% of the County Average Wage, according to the Enhanced Enterprise Zone Tax Abatement Matrix.
2. The Executive Director and other officers and staff members of the EEZ Board are hereby authorized to and directed to take such other actions as may be necessary and proper to carry out the intent of this Resolution.

ADOPTED THIS 5TH day of November, 2024

CARTHAGE/JASPER COUNTY
ENHANCED ENTERPRISE ZONE BOARD

By: 
Title: Chair

MINUTES OF THE ENHANCED ENTERPRISE ZONE BOARD MEETING

Tuesday November 5, 2024, 1:00 P.M.

CWEP BOARD ROOM AND TEAMS VIRTUAL MEETING

MEMBERS PRESENT: Paul Eckels, Alan Snow, Luke Boyer, Chuck Bryant, Jeff Meredith, Traci Cox and Stephanie Howard

MEMBERS ABSENT: Tom Flanigan

OTHERS PRESENT: Sarah Granth, Gilmore & Bell and Matt Ryder, Avison Young

OLD BUSINESS: None

NEW BUSINESS:

Review Schreiber Food application for EEZ tax abatement: Howard explained that this project with Schreiber is a tremendous opportunity to enlarge the already established footprint of Schrieber Foods in the Carthage community. The proposed facility in Carthage would be a production facility for the production of finished cheese products. The project would consist of constructing, at a minimum, approximately 168,000 square feet of new construction.

Meredith moved to approve a resolution recommending that the Carthage City Council approve an ordinance authorizing, (a) in the case of the Initial Project, 100% ad valorem tax abatement for six (6) years and 75% ad valorem tax abatement for the following four (4) years, or, alternatively, (b) in the case of the Expanded Project, 100% ad valorem tax abatement for eight (8) years and 75% ad valorem tax abatement for the following two (2) years, on improvements to the real property located at 2499 Hazel Street, associated with the development of manufacturing facilities (the "Project"). Motion seconded by Cox. Motion passed unanimously.

ADJOURNMENT: On motion by Meredith, second by Snow, the meeting adjourned at approximately 1:40 p.m.

RESOLUTION NO. 2057

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARTHAGE
GRANTING AN ADMINISTRATIVE LOT SPLIT FOR PROPERTY LOCATED AT 2740
GRAND AVE BETWEEN COUNTY OF JASPER AND ARVEST BANK, IN THE CITY
OF CARTHAGE MISSOURI.**

WHEREAS, Article II Section 22 of the Code of Carthage provides for the approval of plats for subdivisions in the City of Carthage; and

WHEREAS, Section 22-21 provides for exemptions from the full provisions of the article with approval by the Mayor and City Council; and

WHEREAS, City staff reviewed the application and the proposed land split map for completeness and accuracy; and

WHEREAS, staff presented its recommendation for action to the City Council.

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

That pursuant to Section 22-21 (d) of the Code of Carthage, the administrative lot split into Lots 1 and Lots 2 as described in attached surveys, Carthage, Missouri (the “Property”) is hereby approved as submitted (attached).

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Alan Snow, Mayor

ATTEST:

Miranda Deal, City Clerk

ADMINISTRATIVE SUBDIVISION APPLICATION



"America's Maple Leaf City"

Date: 10/10/2024

Filing Fee: \$200.00

Property Location: 2740 GRAND AVENUE, CARTHAGE, MO 64836

Name of Subdivision: LOT SPLIT SURVEY CREATING (Lots 1 & 2, ARVEST CARTHAGE ADDITION)
(if applicable)

☐

Re-Plat

☒

Lot Division:

☐

Lot Line Adjustment

☐

Lot Combination:

Other: _____

Existing Zoning Classification: E - GENERAL BUSINESS

Property Owner's Name: ARVEST BANK

Tele: 417-385-7063

Mailing Address: 701 S Main Street

City: Joplin

State: MO Zip: 64801

Email: mdphillips@arvest.com

Fax: _____

Applicant: DEVELOPMENT CONSULTANTS - ALLEN JAY YOUNG

Tele: 479-444-7880

Mailing Address: 1 E CENTER ST SUITE 290

City: FAYETTEVILLE

State: AR Zip: 7270

Email: jayy@dcius.pro

Fax: _____

Engineer's name: Development Consultants - Chase Henrichs

Tele: 479-444-7880

Mailing Address: 1 E CENTER ST SUITE 290

City: FAYETTEVILLE

State: AR Zip: 72701

Email: chaseh@dcius.pro

Fax: _____

Surveyor's name: DEVELOPMENT CONSULTANTS - ALLEN JAY YOUNG

Tele: _____

Mailing Address: 1 E CENTER ST SUITE 290

City: FAYETTEVILLE

State: _____ Zip: _____

Email: jayy@dcius.pro

Fax: _____

Legal Description:

PROPERTY DESCRIPTION: (Warranty Deed: Book 2078, Page 2088)

All that part of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of the Southwest Quarter (Sw1/4) of Section 15, Township 28 North, Range 31 West, in the City of Carthage, Jasper County, Missouri, described as follows: Commencing at the Southwest Corner of the Southwest Quarter of said Section 15, Thence N 00° 00' 00"E along the West line of said Southwest Quarter, 58.78 feet, Thence N 88° 48' 00"E, 30.01 feet to a point on the East Right-of-Way line of Missouri Route 571; Thence N 00° 01' 20"W along said East Right-of-Way line, 324.18 feet; Thence N 88° 48' 00"E, 15.01 feet to the point of beginning; Thence continuing N 88° 48' 00"E, 400.19 feet; Thence S 00° 00' 00"W, 337.9

The following shall be submitted with this application:

☒ Filing Fee: \$200.00

☐ **Re-Plat**

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

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

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

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

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

Misty D Phillips, Property and Security Manager, VP

Owner's Signature

Jason D. B. Duff

Applicant's Signature

Return form to: Public Works Department

Office Use Only: Date Received: _____

Filing Fee: ☐ Yes

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

City Council Dates: _____

PROPERTY DESCRIPTION: (Warranty Deed: Book 2078, Page 2088)

All that part of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 15, Township 28 North, Range 31 West, in the City of Carthage, Jasper County, Missouri, described as follows: Commencing at the Southwest Corner of the Southwest Quarter of said Section 15, Thence N 00° 00' 00"E along the West line of said Southwest Quarter, 58.78 feet; Thence N 88° 48' 00"E, 30.01 feet to a point on the East Right-of-Way line of Missouri Route 571; Thence N 00° 01' 20"W along said East Right-of-Way line, 324.18 feet; Thence N 88° 48' 00"E, 15.01 feet to the point of beginning; Thence continuing N 88° 48' 00"E, 400.19 feet; Thence S 00° 00' 00"W, 337.97 feet; Thence S 88° 48' 00"W, 307.93 feet; Thence N 45° 00' 00"W, 130.32 feet; Thence N 00° 01' 20"W, 243.88 feet to the point of beginning.

Subject to any existing Easements or Restrictions of record.

Ingress/Egress Easement: (Warranty Deed: Book 2078, Page 2088)

All that part of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 15, Township 28 North, Range 31 West, in the City of Carthage, Jasper County, Missouri, described as follows: Commencing at the Southwest Corner of the Southwest Quarter of said Section 15, Thence N 00° 00' 00"E along the West line of said Southwest Quarter, 58.78 feet; thence N 88° 48' 00"E, 30.01 feet to a point on the East Right-of-Way line of Missouri Route 571 and the point of beginning; Thence N 00° 01' 20"W along said East Right-of-Way line, 324.18 feet; Thence N 88° 48' 00"E, 15.01 feet; Thence S 00° 01' 20"E, 243.88 feet; Thence S 45° 00' 00"E, 130.32 feet; Thence N 88° 48' 00"E, 307.93 feet; Thence S 00° 00' 00"W, 20.00 feet to a point on the North Right-of-Way line of fir road; Thence along said North Right-of-Way line of fir road the following courses and distances; Thence S 88° 48' 00"W, 305.06 feet; thence N 00° 00' 00"E, 10.00 feet; Thence S 88° 48' 00"W, 87.08 feet; Thence N 44° 33' 00"W, 32.70 feet to the point of beginning.

RESOLUTION NO. 2058

A RESOLUTION OF THE CITY OF CARTHAGE, MISSOURI, AUTHORIZING THE KELLOGG LAKE BOARD TO SUBMIT A GRANT APPLICATION TO THE STEADLEY MEMORIAL TRUST TO CONSTRUCT A PAVILION AND SIDEWALK AT KELLOGG LAKE, IN THE CITY OF CARTHAGE, MISSOURI.

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

WHEREAS, the Steadley Memorial Trust writes community improvement grant; and

WHEREAS, the City has adopted a policy to formalize the conditions and procedures to be followed by the City in accepting donations and grants.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, the Kellogg Lake Board is authorized to submit a grant application to Steadley Memorial Trust for construction of a pavilion and sidewalk at Kellogg Lake, in the City of Carthage Missouri.

PASSED AND APPROVED THIS ____ DAY OF _____, 2024.

Alan Snow, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Mayor