



City of Carthage, Missouri

CITY COUNCIL

March 11, 2025 - 6:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Invocation**
- 3. Pledge of Allegiance to Flag**
- 4. Calling of the Roll**
- 5. Reading and Consideration of Minutes of Previous Meeting**
 1. Approval of February 25, 2025 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**
- 15. Old Business**
 1. C.B. 25-06 -- An Ordinance authorizing and adopting provisions for collective bargaining with law enforcement personnel.
- 16. New Business**

1. C.B. 25-10 -- An Ordinance authorizing the Mayor to enter into a Contract with Lightspeed Point of Sale for the Carthage Golf Course, in the City of Carthage, Missouri.
2. C.B. 25-11 -- An Ordinance authorizing the Mayor to enter into an Agreement with Carthage Youth Softball League for non-exclusive use of the softball fields at the Fair Acres Sports Complex during the summer of 2025, in the City of Carthage, Missouri.
3. C.B. 25-12 -- An Ordinance authorizing the Mayor to enter into an Agreement with Carthage Little League for non-exclusive use of the baseball fields at the Fair Acres Sports Complex during the summer of 2025, in the City of Carthage, Missouri.
4. C.B. 25-13 -- An Ordinance authorizing the Mayor to enter into an Agreement with Fair Acres YMCA for non-exclusive use of the fields at the Fair Acres Sports Complex for the YMCA's Spring Sports Program, in the City of Carthage, Missouri.
5. C.B. 25-14 -- An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Total Electronics Contracting, Inc. for installing door access controls for security at the Public Works and Street Department buildings.
6. C.B. 25-15 -- An Ordinance authorizing the City of Carthage to enter into an Agreement with Traci Cox for the purpose of employing her as City Administrator for the City of Carthage, authorizing the Mayor to execute said Agreement by and on behalf of the City of Carthage, Missouri.
7. Consider and Discuss Aquatic Facility
8. Consider and Discuss Amendments to Code Sections 2-316 and 2-328 and a document which recites the current language of these Sections

17. Mayor's Appointments

1. Fire Chief

18. Resolutions

1. Resolution 2077 -- A Resolution providing for the formal acceptance of a donation to the City of Carthage's Police Department by the City Council of the City of Carthage, Missouri pursuant to City Policy.
2. Resolution 2078 -- A Resolution of the City of Carthage, Missouri authorizing the Kellogg Lake Board to submit a grant application to the Steadley Memorial Trust for the "Rearing Pond" Project, with the City of Carthage funding 50% of the project total
3. Resolution 2079 -- A Resolution approving the recommendation of the McCune-Brooks Regional Hospital Trust for the distribution of funds (\$35,400.00) from the Restricted Trust Fund to the City of Carthage.
4. Resolution 2080 -- A Resolution approving the recommendation of the McCune-Brooks Regional Hospital Trust for the distribution of funds (\$100,000.00 per year for five years) from the Restricted Trust Fund to the Fair Acres Family Y.
5. Resolution 2081 -- A Resolution of the City of Carthage, Missouri authorizing the Mayor to accept a grant from the Missouri Department of Natural Resources for

the development of design guidelines to protect the historic character of the City of Carthage.

19. Closing Comments

20. Executive Session

1. **CLOSED SESSION:** ACCORDING TO SECTION 610.021 (1), THE AGENDA INCLUDES THE POSSIBILITY OF A VOTE TO CLOSE PART OF THE MEETING TO DISCUSS LEGAL ACTIONS, CAUSES OF ACTION OR LITIGATION INVOLVING A PUBLIC GOVERNMENTAL BODY OR ITS REPRESENTATIVES AND ITS ATTORNEYS.

21. Adjournment

1. Additional Packet Correspondence

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

City of Carthage, Missouri

CITY COUNCIL

February 25, 2025 - 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=zohRoz-9yIM>

The Carthage City Council met in regular session on the above date in Council Chambers at 6:30 PM with Mayor Alan Snow 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, Ray West, Lori Leece, Terri Heckmaster, Tom Barlow, 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, IT Administrator Michael Keith, and City Clerk Miranda Deal.

Mr. Taylor made a motion, seconded by Mr. Peterson, to approve the minutes of the February 11, 2025 Council meeting. Motion carried

During Public Comments, Joel Terry, 2219 Alison, asked questions regarding a stoplight at River and Fir, the railroads and plans to fix them, the park bathrooms being vandalized, and Kellogg Lake issues.

Ron Wells, 2026 S Maple, stated he was running for ward 5 council member and discussed some of the things he would want to address if elected.

Renae Minshew, Carthage Humane Society, reviewed things that have been done out at the shelter the last few months and discussed future fundraisers that will benefit the shelter.

Kate Gilpin, 100 E. 4th, stated she is running for ward 1 council member and also discussed some of the things she wants to address if elected.

Bill Scheerer, 423 E 13th St, stated that closed session discussion should stay in closed session and should not be discussed outside of there. He also thinks people shouldn't be attacking certain council members for how they vote.

Ed Hardesty, 615 Euclid, spoke in favor of Council Bill 25-06 for the Police Officers. He also wants the animosity and ridiculousness to stop and for people to treat each other with respect and make the employees feel comfortable and cared for.

Ms. Heckmaster reported that the Budget Ways and Means Committee is between meetings. The next meeting is March 10th at 5:30.

Ms. Schramm reported that the Committee on Insurance, Audit and Claims met on this day and approved the claims. The next meeting is March 11th at 5:30.

Ms. Heckmaster reported that the Public Safety Committee met on February 24th. They discussed the updated agreement for Council Bill 25-06, there was some clarification that was needed in one section. They also discussed adding the Lunar New Year to the exceptions list for fireworks in Council Bill 25-09, there needs to be more research done into this and it will be tabled this evening. The committee heard from Interim Chief Martin on a ladder truck that is available and cheaper than the projected budget amount that was in FY 2027. The committee also heard detailed information about the Police and Fire Department 5-year capital requests. The next meeting will be on March 17th at 5:30.

Mr. Barlow reported the Public Services Committee is between meetings. The next meeting is February 27th at 5:30.

Mr. Taylor reported that the Public Works Committee is between meetings. The next meeting is March 4th at 5:30.

Special Committee and Board Liaison reports were given by Ms. Schramm for the Jasper County Commission, Ms. Leece for CW&EP, Mr. Peterson reported the February Kellogg Lake Board meeting was cancelled.

Mayor Snow thanked all the staff involved in getting the snow cleared in last weeks storm. He wished Mr. Carney a happy belated birthday. He met with employees at the Police Department and the Fraternal Order of Police representative, the officers are very happy right now and have no requests at this time. There were some other items discussed that they would like to have implemented and are common in other agreements across Missouri. These will be developed and presented at a later time. He also reported on meetings with the Humane Society.

During Remarks from Council Members, there was thanks extended from many for all those who worked in the snow and cold weather, Mr. West thanked the public for all of their comments, Ms. Leece wanted to thank the Police Department for their hard work in the shooting incident that happened last week, Ms. Heckmaster wanted to thank Officer Haddock who was in a wreck during the snow storm and he got checked out and returned to work to finish his shift, Ms. Schramm thanked Chief Hawkins for personally taking care of a dog at large issue.

Mr. Snow also reported that the work on the sidewalks around the square is starting this week and that they will be doing their best to keep business disruption to a minimum.

Police Chief Bill Hawkins thanked everyone for the kind words towards his department and that the suspect in the shooting incident was found within 12 hours and is currently in custody.

Interim Fire Chief Jason Martin reported that he has been working on his departments budget, they had lots of calls on Monday and it was a new hires first day and they got to experience all of it. He also addressed the fire that happened outside of town during the cold temperatures. It was reported that there was equipment failures and he wanted to clarify that it wasn't Carthage

equipment. There were no hydrants where the house was located and so other agencies provided mutual aid and brought in water, but there were parts on those trucks that were frozen and water was not able to be released, so the structure was unable to be saved.

Interim City Administrator Traci Cox reported that the goal for the downtown sidewalk project is to be done by June 30 so the project doesn't have to be carried over into the next fiscal year. She also reported that a \$1,000,000.00 CD was being moved to Guaranty Bank for 12 months with a rate of 4.87%. She thanked Renae for the updates at the Humane Society and said that she would be taking a tour of the facility on Wednesday. She also reported that there was a committee formed almost two years ago to review the Ordinances relating to Carthage Water and Electric and how some of them need to be updated. One of them deals with financial reports and how they are to be prepared, and the other is to look at extending board member terms to 6 years rather than 4 so there is plenty of time to learn the process of the utility and understand it and be able to apply that knowledge to making decisions. She also reported that the first meeting of the Tourism Board would be Wednesday at 10 am.

The Committee on Claims filed a report in the amount of \$3,144,386.95 against the following funds: General Revenue \$88,736.67, Public Health \$158,694.70, Lodging \$772.60, Parks/Stormwater \$8,196.00, Fire Protection (\$187.41), Golf \$37,563.81, Capital Improvements \$4,005.17, Parks and Recreation \$244.89, Myers Park \$3,834.00, Use Tax \$17,376.55, Public Facilities \$7,047.94, Library \$15,000.00, Payroll \$303,102.03, and Carthage Water and Electric \$2,500,000.00. Mr. Peterson made a motion, seconded by Mr. Taylor, to accept the report and allow the claims. Motion carried.

Under Old Business C.B. 25-07 -- An Ordinance waiving the buyback option stated in Corporation Warranty Deed recorded with the Jasper County Recorder's office in book 2670 page 0149 on January 19, 2023, for all of Lot Number Two (2), Block Number Three (3), in Myers Park Subdivision, Plat Number Four (4), in the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 7 yeas and 0 nays. Ayes: Taylor, Peterson, West, Leece, Heckmaster, Barlow, Schramm. The Council Bill was approved and numbered Ordinance 25-06.

C.B. 25-08 -- An Ordinance amending the Annual Operating and Capital Budget of the City of Carthage for Fiscal Year 2024-2025 for Specified Funds (General Fund, Use Tax Fund, and Public Facilities Bond Fund) was placed on second reading followed by a roll call vote of 7 yeas and 0 nays. Ayes: Taylor, Peterson, West, Leece, Heckmaster, Barlow, Schramm. The Council Bill was approved and numbered Ordinance 25-07.

Under New Business, C.B. 25-06 -- An Ordinance authorizing and adopting provisions for collective bargaining with law enforcement personnel was placed on first reading with no action taken.

C.B. 25-09 -- An Ordinance to amend Chapter 10, Article I, Section 10-4 of the Carthage City Code to add Lunar New Year as an exception to Section 10-3 was placed on first reading.

Ms. Heckmaster made a motion, seconded by Ms. Leece, to table this Council Bill until research could be done and presented to the Public Safety Committee at their March meeting. Motion carried.

During closing comments, Ms. Schramm addressed Mr. Scheerer's comments about closed session details being released and assuming it was her and her sister. She said he was incorrect about it being her and that she keeps closed session details to herself. She also addressed Mr. Hardesty and some of the things he has said about her.

Ms. Heckmaster made a motion, seconded by Ms. Schramm, to close the meeting according to section 610.021 (1), the agenda includes the possibility of a vote to close part of the meeting to discuss legal actions, causes of action or litigation involving a public governmental body or its representatives and its attorneys followed by a roll call vote of 7 yeas and 0 nays. Ayes: Chris Taylor, Derek Peterson, Ray West, Lori Leece, Terri Heckmaster, Tom Barlow, and Jana Schramm. Motion carried.

Ms. Schramm made a motion, seconded by Mr. Peterson, to close the meeting according to section 610.021 (3), the agenda includes the possibility of a vote to close part of the meeting to discuss hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded, followed by a roll call vote of 7 yeas and 0 nays. Ayes: Chris Taylor, Derek Peterson, Ray West, Lori Leece, Terri Heckmaster, Tom Barlow, and Jana Schramm. Nay: Lori Leece. Motion carried and Council entered closed session at 7:28 p.m.

CLOSED SESSION

Ms. Schramm made a motion, seconded by Mr. Taylor, to return to the regular session of the Council Meeting 9:10 p.m. followed by a roll call vote of 7 yeas and 0 nays. Ayes: Chris Taylor, Derek Peterson, Ray West, Lori Leece, Terri Heckmaster, Tom Barlow, and Jana Schramm. Motion carried.

Mr. Taylor made a motion, seconded by Mr. Peterson, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 9:15 p.m.

**CLOSED SESSION
MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
February 25, 2025**

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

Ms. Heckmaster made a motion, seconded by Ms. Schramm, to close the meeting according to section 610.021 (1), the agenda includes the possibility of a vote to close part of the meeting to discuss legal actions, causes of action or litigation involving a public governmental body or its representatives and its attorneys followed by a roll call vote of 7 yeas and 0 nays. Ayes: Chris Taylor, Derek Peterson, Ray West, Lori Leece, Terri Heckmaster, Tom Barlow, and Jana Schramm. Motion carried.

Ms. Schramm made a motion, seconded by Mr. Peterson, to close the meeting according to section 610.021 (3), the agenda includes the possibility of a vote to close part of the meeting to discuss hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded, followed by a roll call vote of 7 yeas and 0 nays. Ayes: Chris Taylor, Derek Peterson, Ray West, Lori Leece, Terri Heckmaster, Tom Barlow, and Jana Schramm. Nay: Lori Leece. Motion carried and Council entered closed session at 7:28 p.m.

There was a short recess before the closed session started. Council went into closed session at 7:37 p.m.

The following Council Members answered roll call Chris Taylor, Derek Peterson, Ray West, Lori Leece, Terri Heckmaster, Tom Barlow, and Jana Schramm.

Attorney Jon Gold, Interim City Administrator Traci Cox, City Clerk Miranda Deal were also present. MPR Attorney Matt Gist joined via telephone.

Attorney Gold and Gist updated the council on legal matters.

HR Coordinator Michael Miller joined the closed session at 8:07 p.m.

The Council discussed personnel issues.

Ms. Schramm made a motion, seconded by Mr. Taylor, to return to the regular session of the Council Meeting at 9:10 p.m. followed by a roll call vote of 7 yeas and 0 nays. Ayes: Chris Taylor, Derek Peterson, Ray West, Lori Leece, Terri Heckmaster, Tom Barlow, and Jana Schramm. Motion carried.

Respectfully submitted,
Miranda Deal
City Clerk



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

February 24, 2025 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

2. Old Business

1. Approval of 1-27-25 Minutes

Councilman Taylor made a motion to accept the minutes from the January 27, 2025 meeting as presented. 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)

No citizens participation at this meeting.

4. New Business

1. Consider and discuss CPOA/FOP council bill - Chief Hawkins

Chief Hawkins discussed the changes in verbiage in the CPOA/FOP with the committee. Councilman Taylor made a motion to forward it to the full council. Motion passed.

2. Consider and discuss Lunar New Year - Chief Hawkins

Chief Hawkins discussed with the committee adding (g) Lunar New Year to Section 1 Chapter 10, Article I, Section 10-4 ordinance of the Carthage Code. There was some discussion with the committee about the end times for the shooting of fireworks. Traci Cox will be checking with area cities to see what their end-time ordinances state. Councilman Taylor made a motion to table until the next meeting. Motion passed.

3. Consider and discuss new ladder truck- Interim Chief Martin

Interim Chief Martin spoke with the committee on the potential purchase of a new ladder truck for Carthage Fire Department. The current 1998 Freightliner Ladder Truck is scheduled to be replaced in 2025, FY 2026-2027. This truck was suggested to be replaced every 25 years. He proposed replacing the 1998 ladder truck with a 2025 or newer custom chassis ladder truck to operate as the first-due ladder. There is \$1.5 million that has been previously projected towards this capital project. The current projected pricing puts the ladder truck (unit only - no equipment) above \$1.5 million and a 3-year projected delivery date of 2029. There is an opportunity to purchase an E-1 Cyclone Chassis HP75 Aerial Ladder

truck that is ready for delivery at a discounted price of \$1,175,000 from Banner Fire Equipment. Additional costs would include: full wrap with CFD colors and graphics at an estimated cost of \$23,000 and equipment and tools at an estimated cost of \$175,000. Making the total projected cost of the truck \$1,373,000. Martin is proposing that the ladder truck purchase be moved forward in the capital plan.

Traci Cox questioned what the warranty was on the graphic/wrap of the truck. Martin was going to check with Thunder Grafix on their warranty.

After lengthy discussion on the purchase and timing of this new ladder truck, Councilman Taylor made a motion to issue a letter of intent of the purchase from Banner Fire Equipment and forward to council. Motion passed.

4. Staff Reports

Fire Department

Interim Chief Martin updated the committee on the 2025-2026 fiscal budget items.

Fire Sales Tax:

1. Additional personnel -2026
2. Annual replacement of PPE -2026-2030
3. Annual SCBA replacement -2026-2030
4. Annual fire hose replacement -2026-2030
5. Replace 1994 Engine -
6. Lease payment for 2021 Engine -2026-2027
7. Building renovations -continued
8. Replace 2002 Engine/Tanker - 2027-2029
9. Replace 1998 Ladder Truck -
10. Replace 2005 Tanker/Tender - 2029
11. Replace 2018 Command Vehicle -2029

General Revenue Capital:

1. Physical Fitness/wellness equipment - 2026 & 2028

Use Tax:

1. Station 2 garage doors -2026-2030
2. Construction of exercise facility/gym for City Employees
3. Replace 2015 Silverado Utility vehicle -2027

Emergency Management:

1. Storm sire battery replacement/maintenance - 2026

Public Safety Donations:

1. Fire District Donation Account - 2023

2. Fire District Donation Account -2019

Police Department

Chief Hawkins spoke briefly with the committee about the homicide event that took place on 2/15/25.

Chief Hawkins updated the committee on the 2025-2026 fiscal budget items.

1. Cars/replacements
2. Personnel improvement plan / Organizational structure

5. **Adjournment**

Councilman Taylor made a motion to adjourn at 6:31pm. Motion passed.



City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

February 25, 2025 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

MEMBERS PRESENT: Jana Schramm, Derek Peterson, Terri Heckmaster

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

Chair Jana Schramm called the meeting to order at 05:30 PM.

2. Old Business

1. Approval of February 11, 2025 Minutes

ACTION: Motion to accept/approve item 2.1. by Terri Heckmaster;
Motion passed with a 3:0

AYES: Jana Schramm, Derek Peterson, Terri Heckmaster

2. Review & Approval of the Claims Report

ACTION: Motion to accept/approve item 2.2. by Derek Peterson;
Motion passed with a 3:0

AYES: 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. Staff Reports

Ms. Cox reported that budget work is continuing and that the audit should be completed next week. She also reported that a CD was cashed in at Community National Bank and transferred to Guaranty Bank where \$1,000,000.00 will be put into a 12 month CD with a rate of 4.87%.

5. Adjournment

ACTION:	Motion to Adjourn at 05:33 PM by Derek Peterson
	Motion Passed with a 3:0
AYES:	Jana Schramm, Derek Peterson, Terri Heckmaster



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

February 27, 2025 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of previous minutes.
- 3. Citizen Participation**

(Citizens wishing to address the Council or Committee should notify the City in advance and provide the item they want to address in written format at least 24 hours before the meeting. Please call Angie Judd at the Parks & Recreation office at 417-237-7035, or email a.judd@carthagemo.gov.)
- 4. New Business**
 1. Consider and discuss contract with Fair Acres YMCA.
 2. Consider and discuss Kellogg Lake project.
 3. Consider and discuss Carthage Youth Softball contract.
 4. Consider and discuss Tropix food trailer in the park.
 5. Consider and discuss Lightspeed point of sale system for Golf Course.
 6. Consider and discuss Little League contract.
 7. Consider and discuss FY 2026 budget.
- 5. Staff Reports**
 1. Staff reports.
- 6. Other Business**
- 7. Adjournment**

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



City of Carthage, Missouri

PUBLIC SERVICES COMMITTEE

February 27, 2025 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

MEMBERS PRESENT: Tom Barlow, Jana Schramm, Lori Leece (via Zoom)

MEMBERS ABSENT: Ray West

OTHERS PRESENT:

STAFF PRESENT: Parks and Recreation Director Abi Almandinger, Administrative Assistant Angie Judd, Assistant City Administrator Traci Cox, Tourism Director Melissa Little, Head Golf Pro Tyler Markham

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

2. Old Business

1. Approval of previous minutes.

ACTION: Motion to accept/approve item 2.1. by Jana Schramm;
Motion passed with a 3:0

AYES: Tom Barlow, Jana Schramm, Lori Leece

NOES: None

ABSTAIN: None

3. Citizen Participation

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

4. New Business

1. Consider and discuss contract with Fair Acres YMCA.

Ms. Almandinger stated that the contract with Fair Acres YMCA for field usage follows the standard agreement that has been in place for several years and has already received approval from the YMCA board. Ms. Leece motioned to forward the contract to City Council for approval, motion passed.

ACTION: Motion to accept/approve item 4.1. by Lori Leece;
Motion passed with a 3:0

AYES: Tom Barlow, Jana Schramm, Lori Leece

NOES: None

ABSTAIN: None

2. Consider and discuss Kellogg Lake project.

Ms. Almandinger stated that the Kellogg Lake Board requested an opportunity to provide an update on their grant proposal for improvements at Kellogg Lake. Derek Peterson, Kellogg Lake Board Liaison, presented an overview of the project, which consists of two phases: the first focused on infrastructure and the second on beautification. He reported that their previous grant request for full funding was denied, and they are now seeking a partnership with the City to fund phase one in the amount of \$65,937.25. The board plans to apply for a grant to fund phase two, supplemented by \$10,000 from their own funds. Ms. Cox asked about the project timeline, to which Mr. Peterson responded that the grant application is due in May, with funding expected by late June or early July, and a projected completion by the end of summer. Ms. Cox advised more information may be needed regarding prevailing wages. Ms. Almandinger advised that the project labor is out of the scope of the Parks maintenance staff and would need to be contracted out. Jackie Boyer, Kellogg Lake Board President, stated she is very happy for the support for improvements. Ms. Leece added that she is thankful for the improvements that have been made and is excited for the continued progress. Ms. Leece motioned to forward to the Budget Ways and Means Committee for appropriation, motion passed.

ACTION: Motion to accept/approve item 4.2. by Lori Leece;
Motion passed with a 3:0

AYES: Tom Barlow, Jana Schramm, Lori Leece

NOES: None

ABSTAIN: None

3. Consider and discuss Carthage Youth Softball contract.

Ms. Almandinger stated that the contract with Carthage Youth Softball remains unchanged from previous years, has been approved by their board, and presents no concerns. Ms. Leece motioned to forward the contract to City Council for approval. Ms. Schramm inquired why the softball organization is not charged a fee, unlike the Little League contract in Item 6. Ms. Almandinger explained that the softball organization is responsible for maintaining its own fields, whereas the baseball fields are maintained by Parks staff. Motion passed.

ACTION: Motion to accept/approve item 4.3. by Lori Leece;
Motion passed with a 3:0

AYES: Tom Barlow, Jana Schramm, Lori Leece

NOES: None

ABSTAIN: None

4. Consider and discuss Tropix food trailer in the park.

Ms. Almandinger introduced Becky Freeman, owner of Tropix Tropical Sno food trailer, who sought approval to operate in the parks beyond the time allowed by the City Charter. Ms. Freeman expressed interest in setting up during youth sports games and near Kiddieland during its open season. She assured that safety measures, including positioning the service window away from traffic and parking in a secure location, would be implemented. Ms. Schramm motioned to approve the request. During discussion, Ms. Schramm inquired whether vendors are charged a fee. Ms. Almandinger stated that Ms. Freeman donates a portion

of her proceeds to the participating organizations. Ms. Schramm also asked if the opportunity is available to all food trucks, to which Ms. Almandinger confirmed that it is. Motion passed.

ACTION: Motion to accept/approve item 4.4. by Jana Schramm;
Motion passed with a 3:0

AYES: Tom Barlow, Jana Schramm, Lori Leece

NOES: None

ABSTAIN: None

5. Consider and discuss Lightspeed point of sale system for Golf Course.

Ms. Almandinger introduced Tyler Markham, Associate Head Golf Pro, to discuss transitioning from Teesnap to a new point-of-sale system. Mr. Markham highlighted key benefits of switching to Lightspeed, including access to chat support, a monthly Zoom call if needed, a dedicated web team, and compatibility with multiple device types. While Lightspeed's annual cost is slightly higher at \$5,724 compared to Teesnap's \$5,145, it offers savings on credit and debit card processing fees. Ms. Schramm inquired about the Teesnap payment process, and Mr. Markham clarified that Teesnap bills in January for the prior year's usage and will only charge for the months used before termination. Regarding training, Mr. Markham explained that Lightspeed provides onboarding support for him and his assistant, who would then train staff. Ms. Cox noted that City Council had previously approved this system. Mr. Barlow asked about feedback from other golf courses using Lightspeed, and Mr. Markham stated that responses have been positive. Ms. Leece commented that the system appears well-researched and emphasized the benefit of live chat support. Ms. Schramm motioned to forward the contract to City Council, motion passed.

ACTION: Motion to accept/approve item 4.5. by Jana Schramm;
Motion passed with a 3:0

AYES: Tom Barlow, Jana Schramm, Lori Leece

NOES: None

ABSTAIN: None

6. Consider and discuss Little League contract.

Ms. Almandinger stated that the contract with Carthage Little League follows the standard agreement, with a field usage fee in place due to Parks maintenance staff handling field preparation and concession stand rental. She noted that there were no concerns at this time and that the Little League board had approved the contract. Ms. Leece motioned to forward the contract to City Council. Ms. Schramm inquired about incorrect information that had been distributed on a flyer. Ms. Almandinger invited Zac Shepherd, Little League Board Vice President, to address the issue. Mr. Shepherd explained that the flyer had not been approved by the board and contained incorrect details. He clarified that Little League registration is open for ages 4-12, with 3-year-olds eligible to play if they turn 4 by August 31st. Ms. Schramm asked how many players aged 13-16 participated last year. Mr. Shepherd stated that there were three teams of 14 players each, many of whom were recruited from neighboring communities due to a lack of baseball options for that age group. When asked why this age range was not included in the league this season, Mr. Shepherd cited ongoing challenges, including behavioral issues such as players disrespecting umpires and coaches, physical altercations, and difficulties managing the age gap. He

also noted that travel requirements for games had created additional challenges for parents. He pointed out that other youth sports leagues, such as basketball and football, do not offer this age range either. Mr. Shepherd added that alternative baseball opportunities exist in the area and that Carthage High School Head Baseball Coach Kevin Burgi is working to develop a program for players aged 13-14 to better prepare them for high school baseball. Mr. Burgi addressed the committee, emphasizing the importance of building a structured program for this age group to strengthen the school's baseball program. Ms. Schramm expressed that Little League should include this age range in the future. Mr. Shepherd responded that the board is open to discussions and agreed that further conversations could take place at a later time. Ms. Schramm inquired about how the fee was determined in the contract and why Little League does not handle its own field preparation like the Youth Softball program. Ms. Almandinger explained that the softball program collaborates with the school district for field improvements. Ms. Schramm requested that Parks Maintenance maintain a log to track hours and costs associated with field maintenance. Motion passed.

ACTION: Motion to accept/approve item 4.6. by Lori Leece;
Motion passed with a 3:0

AYES: Tom Barlow, Jana Schramm, Lori Leece

NOES: None

ABSTAIN: None

7. Consider and discuss FY 2026 budget.

Ms. Almandinger reviewed the Parks project budget, providing a breakdown of completed projects, ongoing projects, and newly requested initiatives. She highlighted upcoming projects, including a bike park and pump track at Municipal Park on the site of the former playground, a new HVAC system for Memorial Hall, an overseeder, Kellogg Lake improvements, irrigation upgrades, and other projects outlined in the Parks master plan. She noted that grants could be pursued to help fund many of these initiatives. Ms. Cox added that the budget will be presented alongside other department budgets at a later date. No action taken.

5. Staff Reports

1. Staff reports.

Ms. Almandinger provided an overview of department reports for golf, golf maintenance, parks maintenance, events and recreation, and the Civil War Museum. She noted that the Parks Department is working on updating the policy for Memorial Hall sign fees, which will be presented to the committee at a later date. She reported that DPI Signs confirmed they could remove and replace the existing top portion of the Memorial Hall sign for \$1,265. Mr. Barlow inquired whether the entire top section needed replacement, to which Ms. Almandinger clarified that it consists of two acrylic slides that would be printed and replaced. Ms. Schramm stated that the committee would need to approve the design before moving forward. Ms. Almandinger agreed to present a design for approval but expressed uncertainty regarding the funding source. Mr. Barlow emphasized that the sign should represent the entire City, as Memorial Hall may not always be under Parks Department management. Ms. Almandinger also reported the

completion of the Central Park monument sign and provided an update on ongoing contract discussions to bring LIME scooters to Carthage. Additionally, she highlighted that Recreation & Events Coordinator Chelsea Cholley has introduced several recurring programs at Memorial Hall, with plans underway for a potential circus event. Ms. Schramm stated the need for a minimum number of participants for classes to ensure they do not detract from other community offerings. Ms. Almandinger explained that instructors set their own minimum participant levels and fees and that there are no advertising or additional costs to the City, as maintenance staff are already on-site during program hours. Ms. Leece noted positive feedback from past program participants. Ms. Schramm inquired about an indoor pickleball league, and Ms. Almandinger stated that the YMCA currently offers such a program. She also reported that the Parks Department has been approached by Arc of the Ozarks regarding a partnership for seasonal work to be completed by their program at no cost to the City. Ms. Almandinger noted that the next Public Services meeting falls during spring break, and she will be out of town. The committee agreed to reschedule for March 27th. Ms. Schramm requested that the committee be informed of any changes, such as park bathroom closures, and asked for a review of Memorial Hall rental rates at the next meeting. Ms. Schramm also inquired about the scheduling of the first Aquatic Steering Committee meeting, and Ms. Almandinger stated she would attempt to schedule it before the next Public Services meeting. Additionally, Ms. Schramm requested a review of the sponsorship policy, expressing concerns that City-led sponsorship efforts could detract from local nonprofit fundraising. Ms. Almandinger noted that eliminating sponsorships would impact multiple departments and will present the policy at the next meeting.

Ms. Little reported that the first Tourism Advisory Board meeting had taken place, with the next meeting scheduled for March 26th and a special Route 66 workshop set for April 2nd. She highlighted positive engagement metrics from the Experience Carthage website and noted ongoing preparations for Food Truck Friday.

Lastly, Ms. Schramm congratulated Mr. Barlow on the birth of his great-grandchild.

6. Other Business

7. Adjournment

ACTION:	Motion to Adjourn at 07:23 PM by Lori Leece
	Motion Passed with a 3:0
AYES:	Tom Barlow, Jana Schramm, Lori Leece
NOES:	None
ABSTAIN:	None



City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

March 10, 2025 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of February 10, 2025 Minutes
- 3. Citizens Participation**

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)
- 4. New Business**
 1. Consider and Discuss the purchase of a ladder truck
 2. Consider and Discuss bids for Public Works Access Project
 3. Consider and Discuss acceptance of LEST Grant
 4. Consider and Discuss Kellogg Lake Board request for a grant application involving financial contribution from the City
 5. Consider and Discuss acceptance of design guideline grant for Planning, Zoning, and Historic Preservation
 6. Consider and Discuss Humane Society Contract
 7. 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**

March 11, 2025 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of February 25, 2025 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

COUNCIL BILL NO. 25-06

ORDINANCE NO. _____

An Ordinance authorizing and adopting provisions for collective bargaining with law enforcement personnel.

WHEREAS, Lodge 27 of the Fraternal Order of Police requested that the City of Carthage “City” recognize Lodge 27 as the exclusive bargaining representative for the City’s police officers for the purposes of collective bargaining; and,

WHEREAS, two Missouri Circuit Courts have ordered cities to establish a framework of their choosing for collective bargaining with those cities’ police officers; and,

WHEREAS, The City Council of the City of Carthage, Missouri, deems it to be in the City’s best interest to adopt provisions for collective bargaining with the City’s law enforcement personnel.

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

Section 1. Collective Bargaining Provisions Adopted. That the Provisions for Collective Bargaining with Law Enforcement Personnel Agreement attached hereto and incorporated herein as Exhibit “A” be, and hereby is, approved and adopted.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Alan Snow, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Safety Committee

CITY OF CARTHAGE

Provisions for Collective Bargaining with Law Enforcement Personnel

ARTICLE I

PURPOSE

1.1 These provisions are adopted for the purpose of providing a framework within which law enforcement personnel employed by the City of Carthage can exercise their right under Article I, Section 29 of the Constitution of the State of Missouri to bargain collectively with the City, through representatives of their choosing.

ARTICLE 2

COVERAGE

2.1 These provisions shall apply to all sworn full-time police officers employed in the Police Department.

2.2 It is the City's determination that all sworn full-time police officers employed within the Police Department constitute the most appropriate unit for the purpose of collective bargaining. Any election conducted for the purpose of allowing employees to designate an exclusive bargaining representative, as provided below, shall take place within this unit, subject to the following exclusions:

2.2.1 To avoid the division of loyalties and conflicts of interest, Command Staff shall not be included within the same bargaining unit as the employees they supervise. Further, it shall be at the option of Command Staff as to whether they elect to be members of the same labor organization (union membership) that represents the bargaining unit. For the purposes of this subsection, Lieutenants, Captains, the Assistant Chief of Police, and the Chief of Police shall be considered Command Staff.

ARTICLE 3

DESIGNATION OF EXCLUSIVE BARGAINING REPRESENTATIVE

3.1 Any labor organization wishing to represent employees employed in the City's Police Department, shall present to the City's Director of Human Resources, cards containing the signatures of at least thirty percent (30%) of the employees in the unit, indicating that they wish to select the labor organization in question as their exclusive bargaining representative for the purpose of collective bargaining.

3.2 Upon receiving such cards, the Director of Human Resources shall validate the signatures on the cards, and confirm that at least thirty percent (30%) of the employees in the bargaining unit have signed cards. If the Director determines that at least thirty percent (30%) of the employees in the unit have signed valid cards, the Director shall consult with the Chief of Police and the

representative of the labor organization that has presented the cards and together they shall select a mutually agreeable date if a secret ballot election is requested to take place. The election shall be held at City Hall and shall be set for a date falling no less than four and no more than six weeks after the day upon which the Director first receives the cards from the labor organization's representative unless the Director, the Chief of Police, and the representative of the labor organization all agree upon an earlier date.

3.3 Once an election date has been set, the City Clerk shall issue a notice informing all eligible voters of the date, time, and place of the election. Such notice shall be distributed to all employees and shall be posted within the Department.

3.4 From the time the election notice is first posted until the date of the election, all employees of the City shall have the right to freely express their opinions about whether or not the labor organization should be selected as the exclusive bargaining representative of the employees in the bargaining unit. However, no employee of the City and no representative of the labor organization shall attempt to threaten, intimidate, coerce, or otherwise restrain any eligible voter in the free exercise of his or her individual choice to support or oppose the selection of the labor organization in question as the exclusive bargaining representative of the employees in the bargaining unit.

3.5 The election shall be conducted by secret ballot, using such procedures as the City Clerk shall determine are appropriate for ensuring the privacy and security of each employee's vote. Once the poll is closed, the City Clerk shall oversee the counting of the ballots. One representative of the Police Department Command Staff and one representative of the labor organization shall have the right to be present during the counting of the ballots.

3.5.1 The ballots shall read "Do you wish to select [labor organization] as the exclusive bargaining representative for [description of bargaining unit] employed within the City of Carthage Police Department?" The ballot will include check boxes for marking "yes" or "no" in response to this question.

3.5.2 In the event that more than one labor organization seeks to represent employees in the unit, and in the event both labor organizations have obtained signatures from at least thirty percent (30%) of the employees in the unit stating that they wish to designate the labor organization as their exclusive bargaining representative, then the ballot shall read "Do you wish to select [labor organization A], [labor organization B], or no labor organization as the exclusive bargaining representative for [description of bargaining unit] employed within the City of Carthage Police Department?" The ballot will then include check boxes for marking "I wish to select [labor organization A] as my exclusive bargaining representative", "I wish to select [labor organization B] as my exclusive bargaining representative", and "I do not wish to select any labor organization as my exclusive bargaining representative".

3.5.3 Any labor organization receiving more than fifty percent (50%) of the votes of all eligible voters shall be designated and recognized by the City as the exclusive bargaining representative for all employees in the bargaining unit.

3.6 Employees within the bargaining unit shall have the right to seek to decertify the labor organization as their exclusive bargaining representative at any time. If any employee within the bargaining unit presents to the Director of Human Resources cards bearing the signatures of at least thirty percent (30%) of the employees within the bargaining unit stating that those employees no longer wish to be represented by the labor organization in question, the Director shall first validate the signatures on the cards.

3.6.1 If the Director confirms that at least thirty percent (30%) of the employees in the bargaining unit have signed decertification cards, the Director shall consult with the Chief of Police and the designated representative of the labor organization to select a date if a secret ballot election is requested to take place. Such election shall take place at least four weeks after the Director receives the decertification cards, and no later than six weeks after the Director receives the decertification cards. Notice of such election shall be distributed to all employees within the bargaining unit and posted within the Police Department.

3.6.2 If more than fifty percent (50%) of the employees in the bargaining unit cast votes to terminate the labor organization's representation of the employees in the bargaining unit, the labor organization shall immediately cease to represent the employees in the bargaining unit.

3.6.3 In the event of the decertification of the exclusive bargaining representative of the employees in any bargaining unit within the Police Department, all terms and conditions of employment existing at the time of decertification shall remain in place until such time as those terms or conditions of employment are altered by the City's Council.

3.7 No more than one election shall take place in any bargaining unit within the same twelve-month period. Once an election takes place, the Director of Human Resources shall not accept cards from labor organizations or employees within the bargaining unit seeking another election for one full calendar year after the date of the election.

ARTICLE 4

COLLECTIVE BARGAINING PROCESS

4.1 After a labor organization is certified as the exclusive bargaining representative for the employees in a bargaining unit as set out above, and within thirty (30) days of the bargaining unit's written notice to the City of its intent to begin collective bargaining negotiations, representatives of the City, designated by the City Attorney, and representatives of the labor organization, selected by the labor organization, shall meet and begin bargaining for an agreement covering the wages, benefits, and other terms and conditions of employment for the employees within the bargaining unit.

4.2 Both sides shall bargain in good faith, and make an earnest effort to reach a mutually acceptable agreement, but neither side shall be required to offer any particular concession or withdraw any particular proposal.

4.3 The City shall not pay any union representative for time spent participating in collective bargaining or preparing for collective bargaining, except to the extent the person in question is an employee of the City and elects to use accrued paid time off to cover the time so spent.

4.4 If the parties reach an agreement, The City of Carthage management shall present the agreement to the City Council for approval or rejection. The Council may approve the entire agreement or any part(s) thereof. If the Council rejects any portion of the agreement, the Council may return the rejected portion(s) of the agreement to the parties for further bargaining, or the Council may adopt a replacement provision of its own design, or the Council may state that no provision covering the topic in question shall be adopted.

4.5 This Ordinance is not intended to interfere with the City Council's powers and authority to adopt an annual budget. With regard to economic terms, the parties understand that all appropriations are subject to the adoption of an annual budget. The parties may elect to bargain non-economic terms for longer periods (e.g., three years or five years), but all economic provisions of the agreement shall be adopted on a year-to-year basis only.

ARTICLE 5

CONTENT OF LABOR AGREEMENTS

5.1 Labor agreements negotiated between the parties may cover wages, benefits, and all other terms and conditions of employment for employees within the bargaining unit, subject to the following limitations:

5.1.1 Every labor agreement shall include a provision reserving to management the right to hire, promote, assign, direct, transfer, schedule, discipline, and discharge employees, so long as those rights are not exercised in a way that conflicts with any express provision of the labor agreement. Every labor agreement shall also include a provision reserving to management the right to make, amend, and rescind reasonable work rules and standard operating procedures, so long as such work rules and standard operating procedures do not conflict with any express provision of the labor agreement.

5.1.2 Every labor agreement shall expressly prohibit all strikes and picketing of any kind. Every labor agreement shall include a provision acknowledging that any employee who engages in any strike or concerted refusal to work, or who pickets over any personnel matter shall be subject to immediate termination of employment.

ARTICLE 6

EFFECT OF LABOR AGREEMENT

6.1 In the event of a budget shortfall, the City Council shall have the right to require the modification of the economic terms of any labor agreement.

6.2 Should the City Council deem it necessary to modify the economic terms of any labor agreement, it shall so notify the relevant labor organization, and shall provide a period of thirty (30) days during which the City and the labor organization shall bargain in good faith over any necessary adjustments to the economic terms of the agreement.

6.3 If, at the end of the thirty-day period, the parties have been unable to agree upon modifications that meet the City Council's requirements, the City Council shall have the right to make necessary adjustments on its own authority.

ARTICLE 7

VALIDITY AND ENFORCEMENT

7.1 If the State of Missouri passes any law governing collective bargaining for law enforcement personnel, then to the extent any of the provisions established herein are inconsistent with the Missouri statute, the inconsistent provisions shall be superseded in whole or in part by such statute.

7.2 If any court of competent jurisdiction shall declare any of the provisions established herein to be unenforceable under any state or federal statute, regulation, or other authority, the unenforceable portion of the provision shall be removed, but all other provisions contained herein shall remain in effect.

COUNCIL BILL NO. 25-10

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into a Contract with Lightspeed Point of Sale Agreement for the Carthage Golf Course 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 LightSpeed Inc for a point of sale system for the Carthage Golf Course, 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 _____, 2025.

Alan Snow, Mayor

ATTEST:

Miranda Deal, City Clerk

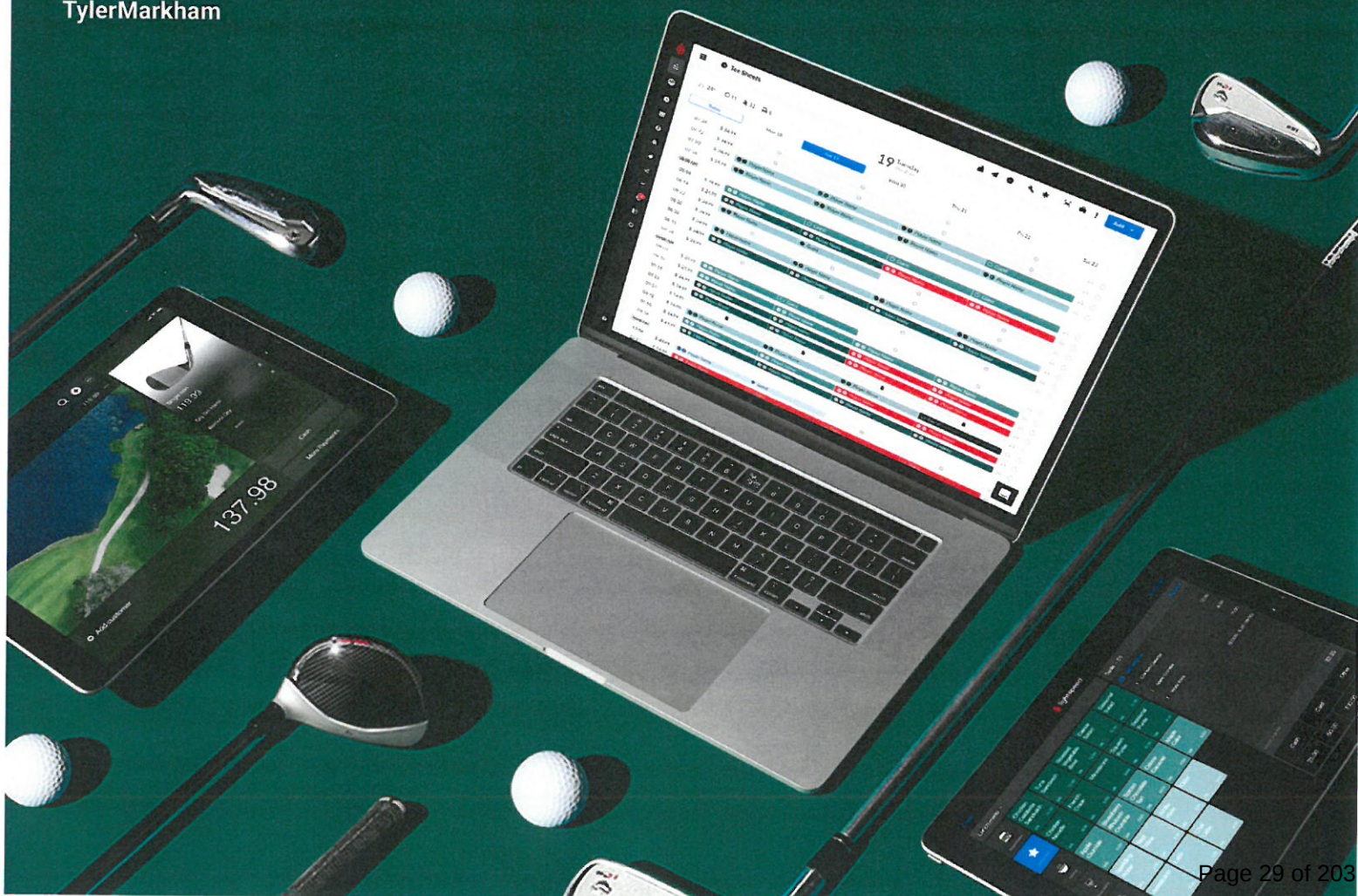
Sponsored by: Public Services Committee



Your all-in-one golf course management solution

Proposal for
Carthage Golf Course

Represented by
TylerMarkham



Software Pricing

Name	QTY	Unit Price	Discount	Monthly
Lightspeed Golf ✓ Tee Sheet with online booking ✓ Manage tee times with ease and flexibility ✓ Unlimited player types ✓ 1-way messaging and emailing from Tee Sheet ✓ Dynamic Pricing ✓ Tournament and social event management ✓ Package and ticket book management ✓ Reporting and Business Intelligence Lite ✓ Ability for online payments	1	\$ 200.00	\$ 0.00	\$ 200.00
Lightspeed Member Management ✓ Subscription and membership management ✓ Player profiles and playing history ✓ House Accounts and automated billing management ✓ Credit books management ✓ Family Accounts billing management ✓ Credit cards on file for automated payments	1	\$ 50.00	-\$ 50.00	\$ 0.00
Lightspeed Retail Store (R-Series) ✓ Includes 1 Register ✓ Seamless connection between the Tee Sheet and POS ✓ Sales screen with simple user interface ✓ Quick sales tabs for easy product access ✓ Inventory management ✓ Gift card management ✓ Purchase order management ✓ Customer reports and management ✓ Point of sale, inventory and end of day reports ✓ Negative inventory reports ✓ Management of Credit books	1	\$ 50.00	-\$ 50.00	\$ 0.00

Lightspeed Retail Register (R-Series)	1	\$ 50.00	\$ 0.00	\$ 50.00
Gift Cards (Loyal Action)	1	\$ 50.00	\$ 0.00	\$ 50.00
Email Marketing (Pitch CRM) ✓ Create beautifully designed emails or SMS marketing campaigns ✓ Automatically syncs customer data from Tee Sheet and POS ✓ Dynamic campaigns to automate messaging based specific criteria ✓ Unlimited contact lists to segment golfers ✓ Create custom website forms to collect golfer information ✓ Default limit of 80,000 emails per month (additional email bundle available)	1	\$ 130.00	\$ 0.00	\$ 130.00
Lightspeed Website - Basic ✓ Up to 15 pages per site ✓ 1 hour of monthly support ✓ 1 round of site revisions ✓ Basic Templates ✓ Basic Modules ✓ Basic SEO ✓ Hosting and Maintenance	1	\$ 100.00	\$ 0.00	\$ 100.00
			Monthly Total	\$ 530.00

Option 1	Option 2 (Save 5%)	Option 3 (Save 10%)
Monthly Payment - \$ 530.00	Bi-annual payment - \$3,021.00	Annual payment of \$5724.00
	Billed twice per year; first bill on the billing start date and second bill 6 months following	Billed once per year on the billing start date

*****Lightspeed agrees to offer services at no charge (first months deposit still required to start onboarding) until July 1st, 2025 when the Municipality of Carthage enters into its new fiscal year at which point they will be billed based upon their selected billing option*****

If proposal is signed off on before March 1st, 2025 Carthage Golf Course will also receive a 50% off hardware credit to be used via the Lightspeed hardware store - <https://store.lightspeedhq.com/products/Golf-c139941887>

By signing this document and/or providing payment information to Lightspeed Commerce, Customer is accepting to purchase the products and services listed above. The standard terms and conditions of Lightspeed's Service Agreement apply and can be accessed at:

[Click here for the Lightspeed Service Agreement](#)

The following nullifies Section 4 of the Lightspeed Service agreement, entitled Term of Agreement:
The initial term of the Service Agreement will be for one month beginning on the Effective Date and will thereafter renew on a month-to-month basis. For the avoidance of doubt, the preceding sentence will prevail over any conflicting terms found in the Service Agreement.

Terms and Conditions for Digital Marketing Services

Customer consents to and hereby authorizes Lightspeed to use, share, publish, post, and release information on behalf of Customer on relevant Third-Party Services. Customer further authorizes Lightspeed to manage Customer's advertising and marketing budgets on behalf of Customer. Customer represents that its use of Lightspeed's digital marketing services (the "DMS Services") does not conflict with or result in a breach of the terms and conditions of such Third-Party Services. In the event that Lightspeed is contacting the Customer's clients by email, Customer represents that it has obtained the requisite consent to contact those clients.

Customer will retain ownership of the Customer's name and trademarks and grants Lightspeed a free license to use, reference and display the Customer's name and trademarks in any communications, including press releases, advertisements, stories, and social media posts (the "Posts") in connection with the DMS Services offered by Lightspeed. Customer understands that Lightspeed shall not be responsible for any content provided by Customer and used by Lightspeed in any Posts. Unless otherwise agreed to by the parties in writing, Lightspeed will retain ownership of the intellectual property rights arising from or subsisting in the Posts.

Billing

Customer shall pay to Lightspeed the Fees equal to first month of the Customer's subscription to the Products (the "Initial amount") in order for Lightspeed to begin the onboarding process. This Initial amount shall act as a deposit, and will be non-refundable. Lightspeed will apply the Initial amount as a credit to the Fees invoiced to the Customer for the Customer's first month subscription to the Product as per the scheduled billing start date.

Billing Start Date: Jul 01, 2025

Customer acknowledges and agrees that he or she has read, understands and agrees to be bound by the above Service Agreement, as these may be modified from time to time.

Billing Contact Information

All invoices will be sent to this email address.

_____	_____
Name	Email

Agreed to and accepted

_____	_____	_____	_____
Recipient	Date	Payment Option	Payment Processing

COUNCIL BILL NO. 25-11

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into an Agreement with Carthage Youth Softball League for non-exclusive use of the softball fields at the Fair Acres Sports Complex during the summer of 2025, in the City of Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into an Agreement with Carthage Youth Softball League for non-exclusive use of the softball fields at the Fair Acres Sports Complex during the summer of 2025 as outlined in the agreement, a copy of which Agreement is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Alan Snow, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Services Committee

AGREEMENT

This AGREEMENT is entered into this _____ day of _____, 2025, by and between the City of Carthage, Jasper County, Missouri, and the Carthage Youth Softball a Missouri not-for-profit corporation, hereinafter referred to as "Youth Softball".

WITNESSETH:

RECITALS

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

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

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

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

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

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

COVENANTS

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

That the City of Carthage hereby grants to Youth Softball a non-exclusive privilege to utilize the Softball Fields at the Complex at Fair Acres Sports for a Softball Program to run from March 15th to July 15th, 2025, which shall include up to five tournaments. The City retains the right to schedule the fields for any additional events taking into consideration the Youth Softball schedule.

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

space outside of the defined Youth Softball agreement timeframe.

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

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

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

Youth Softball shall be responsible for:

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

City shall be responsible for:

- Emptying of trash barrels and providing a dumpster.
- Unlock bathroom doors each morning. City will provide toilet paper and paper towels as needed in the off season.
- Major repairs related to plumbing, roofing, electrical, fencing, structural and lighting.
- Provide a secure storage area for equipment. The City of Carthage assumes no liability for loss or damage to equipment.
- Mowing of the fields.
- Pay all utility costs.

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

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

Insurance:

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

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

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

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

TERMS OF THE AGREEMENT

The terms of this agreement shall be from March 15th, 2025 until July 15th, 2025. This agreement shall be reviewed each year, evaluated and presented to the Public Services Committee of the Carthage City Council for consideration.

Any changes to this agreement must be provided in writing to the Parks Department. Written communication may be personally delivered or sent via United States Mail, properly addressed, with certified or registered postage prepaid. Notices shall be sent to the following addresses unless otherwise notified in writing: the Parks Director, 521 Robert Ellis Young Drive, Carthage, Missouri 64836, and the Carthage Youth Softball League.

Passed and approved by the Carthage Youth Softball League on the _____ Day of _____, 2025.

Julia Triplett
President
Carthage Youth Softball League

Passed and approved by the City of Carthage on the _____ day of _____, 2025.

Alan Snow
Mayor

Attest:

City Clerk

Carthage Youth Softball

Board of Directors - 2025

Executive Board

President:	Talia Triplett	417-388-7511
Treasurer:	Debbie Wooldridge	417-388-2808
Public Relations Director:	Rachel Peters	417-388-1859

Board of Directors

Senior League:	Travis Goad	417-310-2487
12 Under League:	Rachel Peters	417-388-1859
9 Under League:	Karrie Jackson	417-459-9043
Tee-Ball League:	Brett Spain	417-793-6244

Tournament Director:	Lori Snow	417-451-1496
Chief Umpire:	Tyrone Jones	
Board Members:	David Hoover	417-483-9167
	Chip Adams	417-388-7063
	Ashley Adams	417-793-9040
	Annie White	417-388-8489

COUNCIL BILL NO. 25-12

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into an Agreement with Carthage Little League for non-exclusive use of the baseball fields at the Fair Acres Sports Complex during the summer of 2025, in the City of Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into an Agreement with Carthage Little League for non-exclusive use of the baseball fields at the Fair Acres Sports Complex during the summer of 2025 as outlined in the agreement, a copy of which Agreement is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Alan Snow, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Services Committee

2025 CARTHAGE LITTLE LEAGUE AGREEMENT

This AGREEMENT is entered into this _____ day of _____, 2025, by and between the City of Carthage, Jasper County, Missouri, and the Carthage Little League, a Missouri not-for-profit corporation, hereinafter referred to as “Little League”.

WITNESSETH:

RECITALS

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

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

Whereas, Little League offers a baseball program with the principles of directing its team members toward the maximum development of their talents and abilities and,

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

Whereas, Little League and the City of Carthage desire to make provision for the continuance of the quality baseball programs that have existed, and

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

COVENANTS

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

That the City of Carthage hereby grants to Little League a non-exclusive privilege to utilize the Baseball Fields at the Youth Baseball Complex at Fair Acres Sports Complex for a Baseball Program to run Monday-Fridays, excluding weekends from March 1st through July 31st, 2025, which shall include one (1) tournament. The City retains the right to schedule the fields for any additional events taking into consideration the Little League schedule.

Little League shall provide the City Youth Sports Liaison with a schedule for its season. Little League must receive written permission from the City Youth Sports Liaison for any tournaments or play outside of the normal summer program. There will be fees associated for field space outside of the defined Little League agreement timeframe.

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

The City shall be responsible for:

- Reasonable maintenance of the Baseball Fields as may be necessary
- Dragging and prepping the fields prior to games
- Dumping of trash throughout the week
- Major repairs, including but not limited to plumbing, roofing, electrical, fencing, structural issues, and lighting
- Clean restrooms Monday through Friday mornings
- Provide restroom supplies, including toilet paper and paper towels

Little League shall be responsible for:

- Work in cooperation with the City in the maintenance of the baseball fields
- Cooperate and maintain the general baseball field area and ensuring it remains free from trash and debris
- Pick up trash in the immediate vicinity of the boys' ball fields
- Minor maintenance tasks associated with the daily use of the concession stand
- Clean restrooms as necessary outside of the City's schedule
- Clean concession stand during its summer program

Little League shall have the right to place signs on fences at the ball fields, and shall be responsible for the installation and removal of signs on fences. All signs should be of the banner type, which provides for airflow to prevent damage to fences.

The City of Carthage agrees, in addition to the other matters set forth herein, to provide a secure storage area for equipment. The City of Carthage assumes no liability for injuries to Baseball Players or loss of equipment.

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

The City of Carthage agrees to pay all utility costs associated with the Little League Baseball program for the duration of this agreement.

Little League agrees to provide, by March 1st of each year, the following documents:

- Charter as a Missouri not-for-profit corporation or other documentation, which establishes that Little League is a lawful corporation.
- A list of all current members of the Board of Directors.
- An annual financial statement detailing the actual income and expense for the previous year, together with a detailed budget for the coming year.
- A certificate of insurance showing liability insurance coverage of two million dollars (\$2,000,000), with the City of Carthage named as co-insured, covering all of Little League activities on the above-described property.

Little League agrees to remit a payment of Two Thousand, Three Hundred Dollars (\$2,300.00) in exchange for the use of the fields and concession facilities during the designated time frame.

Should an outside tournament want to take advantage of concessions on weekends, Little League will pay \$100 per day to the City. The City Youth Sports Liaison will work with the Little League Board to determine availability.

Upon signing this Agreement, Little League shall present a copy of the Corporate Resolution adopted by the Board of Director's, which authorizes the signing of this agreement.

Little League shall not use the fields at Fair Acres for practice or games until this agreement has been signed by both parties.

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

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

TERM OF THE AGREEMENT

The term of this agreement shall be from March 1st, 2025 until July 31st, 2025. This agreement shall be reviewed each year, evaluated and presented to the Public Services Committee of the Carthage City Council for consideration.

All notices required by this agreement shall be either personally delivered or placed in the United States Mail, properly addressed and with certified or registered postage prepaid. Said notices shall be sent to the following address: Parks and Recreation Director, 521 Robert Ellis Young Drive, Carthage, Missouri 64836.

Passed and approved by the Carthage Little League on the _____ Day of _____, 2025.

President, Carthage Little League

Passed and approved by the City of Carthage on the _____ Day of _____, 2025.

Alan Snow

Mayor

Attest:

Miranda Deal
City Clerk

COUNCIL BILL NO. 25-13

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into an Agreement with Fair Acres YMCA for non-exclusive use of the fields at the Fair Acres Sports Complex for the YMCA's Spring Sports Program, in the City of Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into an Agreement with Fair Acres YMCA for non-exclusive use of the fields at the Fair Acres Sports Complex for the YMCA's Spring Sports Program as outlined in the agreement, a copy of which Agreement is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Alan Snow, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Services Committee

AGREEMENT

This AGREEMENT is entered into this ____ day of ____, 2025, by and between the City of Carthage, Jasper County, Missouri, hereinafter referred to as “City,” and the Fair Acres YMCA, hereinafter referred to as “YMCA.”

WITNESSETH:

RECITALS

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

Whereas, a portion of the Fair Acres Sports Complex has been developed for recreational purposes; and

Whereas, the YMCA offers programs to promote physical activity and community engagement; and

Whereas, the YMCA strives to provide opportunities for youth to participate in organized sports programs fostering teamwork, discipline, and personal growth; and

Whereas, the City and the YMCA desire to collaborate to ensure the continued availability of quality recreational programs for the community.

COVENANTS

NOW, THEREFORE, in consideration of the promises set forth herein, it is agreed as follows: The City hereby grants the YMCA a non-exclusive privilege to utilize the fields at the Fair Acres Sports Complex for the YMCA’s Spring Sports Program. The term of this agreement shall begin on March 17, 2025, and conclude on April 18, 2025, subject to weather and rain-out rescheduling.

The YMCA shall provide the City’s Recreation and Events Coordinator with a detailed schedule of practices and games prior to the start of the program. Any changes to the schedule must be communicated to and approved by the City in writing.

The YMCA agrees to operate a responsible and appropriate sports program and shall:

- Provide all equipment necessary for practices and games.
- Manage and supervise all activities related to the program.
- Ensure that all participants and spectators comply with facility rules and regulations.

The City agrees to provide reasonable maintenance of the fields, The YMCA agrees to:

- Pick up trash in the immediate vicinity of the fields after each practice and game.
- Report any maintenance issues to the City promptly.

The YMCA shall not use the fields at Fair Acres for activities outside the agreed-upon time frame without prior written consent from the City.

The City will provide restroom facilities and handle the regular maintenance and cleaning of these facilities Monday through Friday mornings. The YMCA will ensure that restrooms are kept clean during their activities outside of the City's cleaning schedule.

The YMCA agrees to provide a certificate of liability insurance, with a minimum coverage of \$2,000,000, naming the City as an additional insured, prior to the commencement of the program. The certificate shall cover all activities conducted by the YMCA on the City's property.

The YMCA shall indemnify, protect, and hold the City harmless from any and all liability, losses, claims, and damages, including attorney fees, arising from the use of the fields or any activities conducted by the YMCA under this agreement.

The City agrees to provide a secure storage area for equipment during the term of this agreement. The City assumes no liability for any loss or damage to the YMCA's equipment stored on-site.

This agreement may be modified upon mutual written consent of both parties. Any modifications shall be signed by authorized representatives of both the City and the YMCA.

TERM OF THE AGREEMENT

The term of this agreement shall commence on March 17, 2025, and terminate on April 18, 2025. This agreement shall be reviewed annually and evaluated for renewal based on mutual agreement.

Any changes to this agreement must be provided in writing to the Parks Department. Written communication may be personally delivered or sent via United States Mail, properly addressed, with certified or registered postage prepaid. Notices shall be sent to the following addresses unless otherwise notified in writing: the Parks Director, 521 Robert Ellis Young Drive, Carthage, Missouri 64836, and the Carthage YMCA.

Passed and approved by the Fair Acres YMCA on the _____ Day of _____, 2025.

Director, Fair Acres YMCA

Passed and approved by the City of Carthage on the _____ Day of _____, 2025.

Mayor

Attest:

City Clerk

COUNCIL BILL NO. 25-14

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Total Electronics Contracting, Inc. for installing door access controls for security at the Public Works and Street Department buildings.

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

SECTION I: The agreement with Total Electronics Contracting, Inc, attached hereto, and incorporated herein by reference is approved as a contractual obligation of the City of Carthage, Missouri.

SECTION II: The Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Carthage, Missouri, and to affix the municipal seal hereto and to attest the same.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Alan Snow, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Budget Ways & Means

Total Electronics Contracting, Inc
3026 S Prigmore Ave
Joplin, MO 64804



BID/ESTIMATE

REP	DATE	BID/ESTIMATE #
TLH	2/27/2025	27645

417.782.5555

fax 417.782.7676

www.totalelectronics.com

OK Lic. #AC1435

NAME / ADDRESS

City of Carthage
326 Grant St.
Carthage, MO 64836

PROJECT

02.27.25 Public Works Access Control

Pricing on this bid is good for 30 days. Changes may occur after this time frame due to stock availability, price increases, and tariff increases.
This bid will be reviewed and pricing updated if accepted after 30 days.

DESCRIPTION	QTY	PRICE PER	Total
02.27.25 Public Works Access Control			
Access It! Universal.NET Standard Subscription. Stand-alone or multi-user access control Standard software subscription. Supports Eight SCP's with unlimited client license expandability.	1	729.30	729.30
150W power supply, 12A/12V or 6A/24V/16 DC auxiliary outputs class 2 power limited at 2.5A per output, each output selectable for Bus1 or Bus2/E4 enclosure size 24H x 20W x 4.5D with Mercury back plate and door mount kit	2	850.50	1,701.00
6'-3 wire line cord.	2	7.765	15.53
12V 7.0AH SLA Battery - F1 Terminals	4	20.25	81.00
Intelligent Two Portal, Four Reader Combination Controller	2	1,414.80	2,829.60
Series 3 Two Portal Four Reader SIO	2	751.95	1,503.90
Single Gang Reader with HF + Prox + Mobile (Must specify BLE)	6	284.85	1,709.10
ProxKey® III Proximity Key Tag with 33-Bit F/C: 3 RS2 card format.	100	6.7365	673.65
Storeroom P Quantum DICH 605, 5 Pin Cylinder, Deadlatch, Grade 2 Ansi F86, 626 Satin.	5	135.406	677.03
RTE Narrow activation zone, adjustable delay, built in buzzer.	1	151.90	151.90
Dead latch, LH/RH, 1-1/8" Backset, less strike, dark bronze.	1	68.85	68.85
Lever, LH or RHR, 1-3/4" to 2" Door Thickness, 313 To Match 313 Dark Bronze.	1	43.20	43.20
Electric Strike Kit 12 - 24vac/dc Selectable Fail Secure/safe Selectable Includes 501, 501a Faceplates Satin Stainless Steel, horizontal adjustment.	6	143.97833	863.87
Short Type Latch Protector for Out swinging Doors, 3/8 in. Offset, 2-5/8 in. x 6 in. 12 Gauge Steel, Cut to Clear 3-3/4 in. Rose Trim, Furnished With Carriage Bolts, Washers and Acorn Cap Nuts for Safety and Strength, Satin Stainless Steel Remodeler Plate, 3-1/2" by 15", 2-1/8" Centered Hole, Satin Stainless Steel Finish	5	28.414	142.07
Industrial Surface Mount Switch, concealed terminals, 1.5" gap - Brown	10	19.782	197.82
12c 22g Strand w/OAS, PLENUM.	6	12.25	73.50
18 AWG 4 Conductor Copper, Non-Shielded Plenum	1,000	0.5152	515.20
3/4" J-Hook, Wall Mount Style, 25-Pack. Pn: 2781297	1,000	0.4074	407.40
Lot Hardware	4	25.27	101.08
Fuel Recovery Charge	1	90.00	90.00
Administrative Overhead	1	90.00	90.00
Life Safety & Security Installation Labor	1	600.00	600.00
	1	6,000.00	6,000.00
Total			

Total Electronics Contracting, Inc
3026 S Prigmore Ave
Joplin, MO 64804



BID/ESTIMATE

REP	DATE	BID/ESTIMATE #
TLH	2/27/2025	27645

NAME / ADDRESS
City of Carthage 326 Grant St. Carthage, MO 64836

OK Lic. #AC1435

417.782.5555
fax 417.782.7676
www.totalelectronics.com

PROJECT
02.27.25 Public Works Access Control

Pricing on this bid is good for 30 days. Changes may occur after this time frame due to stock availability, price increases, and tariff increases.
This bid will be reviewed and pricing updated if accepted after 30 days.

DESCRIPTION	QTY	PRICE PER	Total
Bid Notes: Expand the customers existing AccessIt! Software to allow the addition of these new doors. Install access control on 6 doors at the Public Works facility. Each door to include a card reader, electric strike and door status switch. Install a deadlatch on the main entry in place of the latch hook to allow the use of an electric strike. Replace the existing handset on 5 doors with a storeroom handset. This handset will always be locked on the outside and always unlocked on the inside to allow free egress. Provide customer with 100 key fobs. Program and test the access control system and train customer. TEC will require 1) network port and 1) IP address at each of the two Public Works buildings. TERMS AND CONDITIONS A. WORK SCHEDULE All work and installation shall commence as soon as possible and shall be completed, including all testing and invoicing, in accordance with the agreed upon construction schedule and the above Bid Number and Bid Cost. B. PROTECTION TEC, Inc. will protect existing walls, ceilings, floors, and furniture. Restore or replace any damage to the above that may occur during the installation of all equipment. Restore to the original condition in as much as is possible.		0.00	0.00
			0.00
		Total	

Total Electronics Contracting, Inc
3026 S Prigmore Ave
Joplin, MO 64804



BID/ESTIMATE

REP	DATE	BID/ESTIMATE #
TLH	2/27/2025	27645

NAME / ADDRESS

City of Carthage
326 Grant St.
Carthage, MO 64836

OK Lic. #AC1435

417.782.5555
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PROJECT

02.27.25 Public Works Access Control

Pricing on this bid is good for 30 days. Changes may occur after this time frame due to stock availability, price increases, and tariff increases.
This bid will be reviewed and pricing updated if accepted after 30 days.

DESCRIPTION	QTY	PRICE PER	Total
C, WORK TO BE DONE		0.00	0.00
TEC, Inc. shall furnish all labor, materials, tools, and equipment necessary for the incidental to the completion of the project including all components specified herein. The work shall include requisite and necessary components to finish the work as described in the bid notes. TEC, Inc. shall not be responsible for the installation of any and or all pertaining 120VAC (Earth Grounded) Electrical Circuits, receptacles, and any conduit, J-hooks, cable tray, device supports, and or outlet boxes for the installation unless specifically agreed upon and listed in the bid document.			
TEC, Inc. shall provide experienced, competent, Supervision to the work. The installation shall be neat, square, level, parallel and/or perpendicular. All structured cabling will be concealed in walls or above ceilings as much as is reasonably possible.			
CHANGE ORDER(S):		0.00	0.00
Any change to the agreed upon scope of work and or additional costs for any reason will require a "Change Order" to the bid/estimate. Changes will be assessed and added as required due to adds to scope or costs, bond requirements, contract negotiation, insurance requirements, customer company policies, safety policies, etc.			
D. WARRANTY		0.00	0.00
The proposed system shall be under warranty for a period of (1) one year from date of purchase against defective materials, design, and workmanship. Any materials found defective shall be repaired or replaced at no expense to the consumer provided all service is performed by TEC, Inc.			
NOTE: Any system damage found due to " Acts of Nature " (Lightning) shall be excluded from any warranty expressed or implied.			
		Total	

Total Electronics Contracting, Inc
3026 S Prigmore Ave
Joplin, MO 64804



BID/ESTIMATE

REP	DATE	BID/ESTIMATE #
TLH	2/27/2025	27645

NAME / ADDRESS

City of Carthage
326 Grant St.
Carthage, MO 64836

OK Lic. #AC1435

417.782.5555
fax 417.782.7676
www.totalelectronics.com

PROJECT

02.27.25 Public Works Access Control

Pricing on this bid is good for 30 days. Changes may occur after this time frame due to stock availability, price increases, and tariff increases.
This bid will be reviewed and pricing updated if accepted after 30 days.

DESCRIPTION	QTY	PRICE PER	Total
E. TERMS OF PAYMENT All materials shall be invoiced in full upon acceptance of bid. Installation labor shall be invoiced upon completion of job. Jobs progressing more than 30 days shall include monthly progress invoices which are to be submitted no later than the 15th day of each month for installation labor invested. The terms of payment for all invoices shall be payable in full, Net 10 days from invoice date. All invoices are subject to 1 1/2% interest charge per month if not paid within terms. All invoice disputes must be reported within 10 days of invoice date. Lease/Purchase option may be available upon request.		0.00	0.00
F. COST AND DELIVERY Delivery, Sales Tax (if applicable), and Installation shall be included in the Quoted price. Proof of tax exempt status shall be the responsibility of the customer.		0.00	0.00
G. LITIGATION In the event of any dispute between the parties, any resulting litigation must be brought in the Circuit Court of Jasper County, Missouri and if Total Electronics Contracting, Inc. is the prevailing party, it shall be entitled to its attorney fees. THIS SIGNED AND RETURNED DOCUMENT CONSTITUTES A CONTRACT THE UNDERSIGNED HEREBY UNCONDITIONALLY GUARANTEES PAYMENT OF THIS CONTRACT Name: _____ Signature _____ Date: _____		0.00	0.00
		Total	\$19,265.00

Total Electronics Contracting, Inc. * 417-782-5555 * Fax 417-782-7676 www.totalelectronics.com

COUNCIL BILL NO. 25-15

ORDINANCE NO. _____

An Ordinance authorizing the City of Carthage to enter into an Agreement with Traci Cox for the purpose of employing her as City Administrator for the City of Carthage, authorizing the Mayor to execute said Agreement by and on behalf of the City of Carthage, Missouri.

WHEREAS, the City of Carthage desires to appoint Traci Cox as the City Administrator; and

WHEREAS, the City of Carthage desires to approve an Agreement for Employment with Traci Cox.

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

Section 1. That the Agreement for Employment by and between the City of Carthage, Missouri, and Traci Cox, employing Ms. Cox as City Administrator for the City of Carthage, a copy of said Agreement being attached hereto and incorporated herein, is hereby approved.

Section 2. The Mayor of the City of Carthage is hereby authorized and directed to execute said Agreement by and on behalf of the City of Carthage, Missouri.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Alan Snow, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: CA Hiring Committee

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 2025, by and between the City of Carthage, Missouri, a municipal corporation, hereinafter sometimes called the “City” and Traci Cox hereinafter sometimes called “Employee”, both of whom understand as follows:

WITNESSETH:

WHEREAS, the City desires to employ the services of Traci Cox as City Administrator of the City of Carthage, Missouri, effective _____, 2025, pursuant to the laws of the State of Missouri, City Charter and ordinances of said City; and

WHEREAS, the parties desire to make provisions for the Employee’s duties, compensation, benefits, and other conditions of employment; and

WHEREAS, it is the desire of the City Council and Mayor to secure and retain the services of Employee and provide inducement to Employee to remain such employment, to make possible full work productivity by assuring Employee’s morale and peace of mind with respect to future security, to provide for an equitable means for terminating Employee’s services at such time as Employee may be unable to discharge her duties due to death or disability or when City may desire to otherwise terminate her employ; and

WHEREAS, Traci Cox desires to accept Employment as City Administrator of said City;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **DUTIES.** Traci Cox as the City Administrator of the City of Carthage, shall perform all duties required by law, including but not limited to Chapter 79 RSMo., the City Charter, the City Code, the duties stated in the City’s Job Description (Exhibit A), and the existing and future ordinances of the City of Carthage, Missouri.

These duties shall specifically include, but not be limited to the following:

- A. The City Administrator shall be the administrative head of government subject to the direction and supervision of the Mayor and City Council;
- B. The City Administrator shall see that the laws and ordinances are enforced;
- C. The City Administrator shall exercise control of all departments and divisions now existing or that may hereafter be created by the Council;
- D. The City Administrator shall attend all meetings of the City Council with the privilege of taking part in the discussion, but having no vote;

E. The City Administrator shall have the power to recommend to the City Council for adoption such measures as the Administrator may deem necessary or expedient;

F. The City Administrator shall be the Budget Officer and keep the City Council fully advised as to the financial conditions and needs of the City; and

G. The City Administrator shall perform such other duties as may be prescribed by law or required of the Administrator by any ordinance or resolution of the City Council.

2. TERM.

A. The City Administrator is hereby appointed and employed by the City of Carthage for an indefinite term pursuant to Carthage Charter Section 5.3. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 5 of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from her position with the City, subject only to the provisions set forth in Section 5, paragraph 'F' of this Agreement.

C. Employee agrees to remain in the exclusive employ of City and neither to accept other employment nor to become employed by any other employer unless separation from the City is affected as hereinafter provided. The term "employed" as used herein shall not be construed to include occasional teaching, writing, consulting performed on the employee's time off.

D. The terms and conditions of the Employee's employment shall, to the extent not addressed or described in this Agreement, be governed by the City's Employee Handbook and existing practices. In the event of a conflict between this Agreement and the Employee Handbook, the terms of this Agreement shall govern.

3. RESIDENCE. The City Council approves Employee living within five (5) miles of the city limits at all times.

4. COMPENSATION. The Employee shall be compensated at a rate as outlined in the City's compensation structure. Employee's performance and such compensation shall be subject to periodic review and adjustment by the City Council in conjunction with the City's annual merit and evaluation process for regular employees.

5. SEPARATION CONDITIONS AND SEVERANCE.

A. In the event the City provides written notice to Employee that it has chosen to terminate Employee's employment, despite Employee being willing and able to perform the duties of City Administrator, or if the Employee is asked to resign under similar circumstances, the City agrees to pay Employee an amount equal to six (6) month's Salary at the Employee's then-existing rate of pay (hereinafter referred to as the "Severance Payment"), provided that Employee remains unemployed during the six months after the City Council terminates

Employee's employment. "Salary" for the terms of this Agreement shall mean salary and benefits either in the form of continued insurance benefits and retirement contributions or an amount sufficient to obtain equal coverage. The six (6) months severance shall be payable to Employee according to the payroll schedule of the City for so long as Employee remains unemployed during the six (6) months following Employees separation from employment with the City.

B. In the event Employee voluntarily resigns the position with the City, the Employee shall give the City thirty (30) days notice in advance, unless the parties otherwise agree. If Employee voluntarily resigns the position, the severance provision in paragraph "A" shall not apply.

C. Upon termination or resignation, City shall compensate Employee for all accrued sick and vacation leave in accordance with the City Code Section 2-160. Said compensation shall be based upon Employee's salary as of the date of employment termination.

D. City shall have no obligation to pay severance pay as provided in Section 5, paragraph 'A' to the Employee in the event that the Employee is terminated 1) because of Employee's conviction of any illegal act involving malfeasance or dishonesty for personal gain or 2) by a vote of at least two-thirds (2/3) of the full membership of the City Council because the Employee has materially failed to perform Employee's duties or failed to comply with any material term or condition of this Agreement.

E. Any Severance Payment made under this Section 5 shall be conditioned upon Employee providing a full global release in favor of the City, its elected officials, agents, representatives, and employees for any and all claims Employee may have at the time of Employee's separation from Employment.

6. **AUTOMOBILE USE.** City will provide Employee with the use of an automobile, including all costs relating to the operation of said automobile as it pertains to employment duties.
7. **BENEFITS.** Employee shall be eligible to participate in all employee benefit plans. This includes but is not limited to, medical, dental, and vision coverage as well as the Missouri Local Government Employees Retirement System (LAGERS).
8. **VACATION AND SICK LEAVE.** City shall provide Employee with sick and vacation time accrual as stated in the City Personnel Policy Manual.
9. **MEMBERSHIPS, CONFERENCES, TRAINING, AND EDUCATION.** City shall budget and pay for the cost of memberships to the ICMA, Missouri City Administrators Association, and any local association. City shall also budget for the cost of registration, travel and subsistence relating to training programs, annual conferences, and seminars which serve to continue the professional education and development of Employee.
10. **NO REDUCTION IN BENEFITS.** City shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all employees of the City.

11. **GENERAL CONDITIONS OF EMPLOYMENT.** In addition to the benefits cited herein, City shall provide Employee with any and all benefits that apply to other full-time City employees.
12. **BINDING EFFECT.** This Agreement shall be binding on the City and Employee and the successors and assigns of each respectively.
13. **SEVERABILITY.** If any clause or provision herein shall be adjudged invalid or unenforceable by a Court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.
14. **WAIVER OF BREACH.** The waiver by the City of a breach of a provision of this contract by the Employee shall not operate or be construed as a waiver of any subsequent breach by the Employee.
15. **EFFECTIVE DATE.** This Agreement and the appointment of Employee as City Administrator shall be effective as of _____, 2025.

Traci Cox, Employee

Alan Snow, Mayor

Miranda Deal, City Clerk

COUNCIL BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND SECTION 2-316 OF CHAPTER 2, ARTICLE IV, DIVISION 2
OF THE CODE OF THE CITY OF CARTHAGE, MISSOURI**

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

Chapter 2, Article IV, Division 2 of the Code of the City of Carthage, Missouri is hereby amended by modifying Section 2-316 as follows:

Sec. 2-316. Established; Term of Office.

- (a) As established by City Charter, there exists for the City of Carthage (the City) a Board of Public Utilities known as the Carthage Water & Electric Plant Board (also referred to herein as “Board” or “CWEP Board”). The Board shall consist of six (6) voting members appointed by the mayor with the approval of the city council. Prior to appointment, the mayor shall notify the CWEP General Manager of the appointee, to eliminate potential conflicts of interest and ensure the appointee is not in default to the utility.
- (b) No more than two (2) members of the Board serving at any one time shall be nonresidents of the City. All such members must have had business or professional experience and must be residential or business customers or representatives of commercial or industrial customers of Carthage Water & Electric Plant (CWEP). No more than one (1) member of the Board can be employed by the same employer. In all cases, such nonresident members of the Board shall live within five (5) miles of the City limits.
- (c) The members of the Board shall hold office for a term of six (6) years and until their successors are appointed and qualified; provided, however, that the terms of current Board members will be aligned so that the first two terms to expire will expire on November 1, 2026. Board terms shall always begin on November 1 and shall be staggered so that every other year, two (2) Board positions are appointed. Vacancies in the Board, occasioned by removals, resignations or otherwise, shall be reported to the mayor and be filled in like manner as original appointments, except that if the vacancy is an unexpired term, the appointment shall be made for only the unexpired portion of that term.
- (d) As otherwise stated within this Chapter, “the Board of Public Works” shall mean the Carthage Water & Electric Plant Board.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Alan Snow, Mayor

ATTEST:

Miranda Deal, City Clerk

COUNCIL BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND SECTION 2-328 OF CHAPTER 2, ARTICLE IV, DIVISION 2
OF THE CODE OF THE CITY OF CARTHAGE, MISSOURI**

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

Chapter 2, Article IV, Division 2, Section 2-328 is hereby amended in its entirety and
modified as follows:

Sec. 2-328. Financial Reports

The Carthage Water & Electric Board shall furnish to the City Clerk monthly
financial statements as approved by the Carthage Water & Electric Board.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Alan Snow, Mayor

ATTEST:

Miranda Deal, City Clerk

CURRENT ORDINANCES

Sec. 2-316. Created.

There is created for the city an executive department to be known as the board of public works.

Said board shall consist of six (6) voting members appointed by the mayor with the approval of the council. No more than two (2) members of said board serving at any one (1) time shall be nonresidents of the City of Carthage. All such members must be residential, business customers, or representatives of commercial or industrial customers of Carthage Water & Electric Plant (CW&EP). No more than one (1) member of the board can be employed by the same employer. In all cases, such members of this board shall live within five (5) miles of Carthage, city limits.

Sec. 2-328. Financial Reports.

At least once each month, the board of public works shall furnish to the city clerk a report directed to the city council, showing the balance of the water and electric operating fund, expenditures from the fund itemized as to payroll, bills for materials, supplies, etc., refunds of consumers deposits and amounts set aside in reserve and a statement of amounts deposited in the city, showing the source of such revenue from the sale of water, electricity, consumers deposits, income from the investments and proceeds of sale of investments. In addition thereto, the report shall show the balance in reserve accounts together with a statement of all approved contract work let and all contracts completed under the supervision of the board during the month next preceding such report. The report shall be submitted in the following form:

[Form omitted to save space]

CURRENT ORDINANCES

Sec. 2-316. Created.

There is created for the city an executive department to be known as the board of public works.

Said board shall consist of six (6) voting members appointed by the mayor with the approval of the council. No more than two (2) members of said board serving at any one (1) time shall be nonresidents of the City of Carthage. All such members must be residential, business customers, or representatives of commercial or industrial customers of Carthage Water & Electric Plant (CW&EP). No more than one (1) member of the board can be employed by the same employer. In all cases, such members of this board shall live within five (5) miles of Carthage, city limits.

Sec. 2-328. Financial Reports.

At least once each month, the board of public works shall furnish to the city clerk a report directed to the city council, showing the balance of the water and electric operating fund, expenditures from the fund itemized as to payroll, bills for materials, supplies, etc., refunds of consumers deposits and amounts set aside in reserve and a statement of amounts deposited in the city, showing the source of such revenue from the sale of water, electricity, consumers deposits, income from the investments and proceeds of sale of investments. In addition thereto, the report shall show the balance in reserve accounts together with a statement of all approved contract work let and all contracts completed under the supervision of the board during the month next preceding such report. The report shall be submitted in the following form:

[Form omitted to save space]

Mayor's Appointments

March 2025

FIRE CHIEF

<u>NAME</u>	<u>APPOINTED</u>
Jason Martin	3/11/2025

RESOLUTION NO. 2077

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

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

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

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

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

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

That the City of Carthage, Missouri accepts a donation of \$23,991.55 from the Law Enforcement Sales Tax Grant Board for Motorola radio batteries, ODET Fees, Translator, iPad Pro, ADORE software, First Aid Kits, First Two software, in the City of Carthage.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Alan Snow, Mayor

ATTEST:

Miranda Deal, City Clerk

CITY ADMINISTRATOR'S OFFICE DONATION REPORT:

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

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

JASPER COUNTY COMMISSION

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Michael D. Landis
Western District Commissioner



302 S. Main
Carthage, MO 64836-0387

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

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

February 11, 2025

To: Jasper County Law Enforcement Agencies

From: Jasper County Commission

Re: LEST Grant Awards – 2025

In December 2024 area law enforcement agencies in Jasper County were given the opportunity to apply for funding from the LEST Grant for the 2025 award cycle. The LEST Grant Board received applications totaling \$274,501.15. With the Grant Board's decision to keep a 5% emergency reserve, awards to law enforcement agencies were made based on an available balance of \$247,292.65.

The LEST Grant Board met on February 4, 2025, to review and consider all grant applications submitted by area Jasper County Law Enforcement Agencies. In order to fund grant applications, the grant board and agencies worked together to cut \$27,208.50 from grant applications. Consideration was given to all requests as to priority set by each agency when approving awards. Agencies were allowed to request funding for any item necessary for the operation of their respective departments that could not be funded by a departments' budgeting authority. After discussion and review of the applications a list of grant recommendations was agreed upon by the Grant Board. LEST Grant Board Chairman, Jhan Hurn submitted a letter with the list of recommendations to the Jasper County Commission on February 11, 2025, during regular session. The Jasper County Commission approved awards recommended by the LEST Grant Board for area Jasper County Law Enforcement Agencies. The following awards totaling \$247,292.65 have been approved and funding appropriated by the Commission:

Carl Junction PD: Car/body camera contract extension & startup packages including subscription/licensing/freight costs, Defibrillator, Taser packages, ½ ODET Fees. Total award \$25,977.14.

Carterville PD: Patrol vehicle. Total award \$42,770.00

Carthage PD: Motorola radio batteries, ODET Fees, Translator, iPad Pro, ADORE software, First Aid Kits, First Two Software. Total award \$23,991.55

Duenweg PD: Omnigo software, Lightbar & bracket, Utility Vault Box. Total award \$14,672.83

Duquesne PD: Panasonic Laptop & Docking Station, Glock 47, Body Armor, Ultra Flex Hard Bed Cover for Patrol Truck. Total award \$15,263.92

Jasper PD: Patrol Vehicle, Lights & Equipment Install, Netmotion License renewal, Off Site Cloud Storage.
Total award \$50,278.00

Jasper County Juvenile Division: Interactive Projector, Canon Rebel T7, Crossfire Inert MK3, Pistol Locker,
Wireless keyboards & Mouse. Total award \$7,566.39

Oronogo PD: Omnigo software, ODET Fees, Patrol Vehicle Lease Payment, Weapon lights, Shotguns for
Patrol Cars. Total award \$21,969.98

Sarcoxie PD: Omnigo, Flock LPF Cameras. Total award \$11,091.65

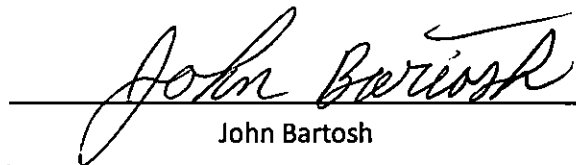
Webb City PD: Vehicle Equipment for 3 vehicles. Total award \$33,711.19

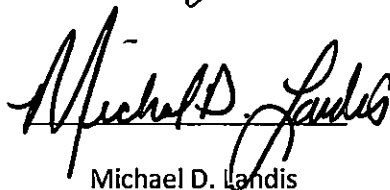
Each agency will be responsible for the purchase of the above-mentioned awards. Invoices w/ check
payment copy should then be submitted for payment via the Jasper County Auditor's Office for
payment/reimbursement to the individual agency.

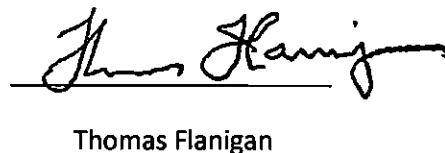
Attached please find the **Letter of Acceptance** for each respective agency to sign and return to the
Jasper County Commission as soon as possible.

Please return to Jasper County Commission, Attn: Jen Kirby, LEST Grant Board Secretary.

Jasper County Commission


John Bartosh


Michael D. Landis


Thomas Flanigan

2025 LEST Grant Awards

Letter of Acceptance

Date: _____

To: Jasper County Commission

I, _____ of the **Carthage Police Department**
(Point of Contact)

have received notification of a grant award to my agency recommended by the LEST Grant Board and approved by the Jasper County Commission.

AWARD: Carthage PD: Motorola radio batteries, ODET Fees, Translator, iPad Pro, ADORE software, First Aid Kits, First Two Software. Total award \$23,991.55

By signing this letter, my agency accepts the following award(s) and agrees to abide by the following guidelines:

- Use all equipment and/or services awarded will be in accordance with the expressed purpose or use outlined by the agency in the grant application process.
- Agency agrees to purchase the products/service subject to reimbursement by the County appropriation authority in this case being the Jasper County Commission and to provide any and all documentation supporting the purchase including but not limited to bid documentation, proof of purchase (invoice), proof of receipt of item(s) purchased, and proof of payment.
- Product(s)/service(s) purchased must match product(s)/service(s) awarded in accordance with grant application award and dollar amount awarded.
- Agency agrees to perform all activities related to the award including the return of this letter of acceptance within the two-week time period from date of receipt.

Failure to follow guidelines as set out in grant application and as stated above may result in forfeiture of award.

Signature: _____
(Point of Contact for Agency)

RESOLUTION NO. 2078

A RESOLUTION OF THE CITY OF CARTHAGE, MISSOURI AUTHORIZING THE KELLOGG LAKE BOARD TO SUBMIT A GRANT APPLICATION TO THE STEADLEY MEMORIAL TRUST FOR THE “REARING POND” PROJECT, WITH THE CITY OF CARTHAGE FUNDING 50% OF THE PROJECT TOTAL

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 grants; and

WHEREAS, the City of Carthage is pledging to provide 50% of the total funds needed; 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 the “Rearing Pond” Project with the City of Carthage providing \$65,937.25 which is 50% of the project total. The Steadley Memorial Trust will be asked to provide the remaining 50% of the project costs.

PASSED AND APPROVED THIS 11th DAY OF MARCH, 2025.

Alan Snow, Mayor

ATTEST:

Amy Taylor, Deputy City Clerk

Sponsored by: Budget Ways and Means

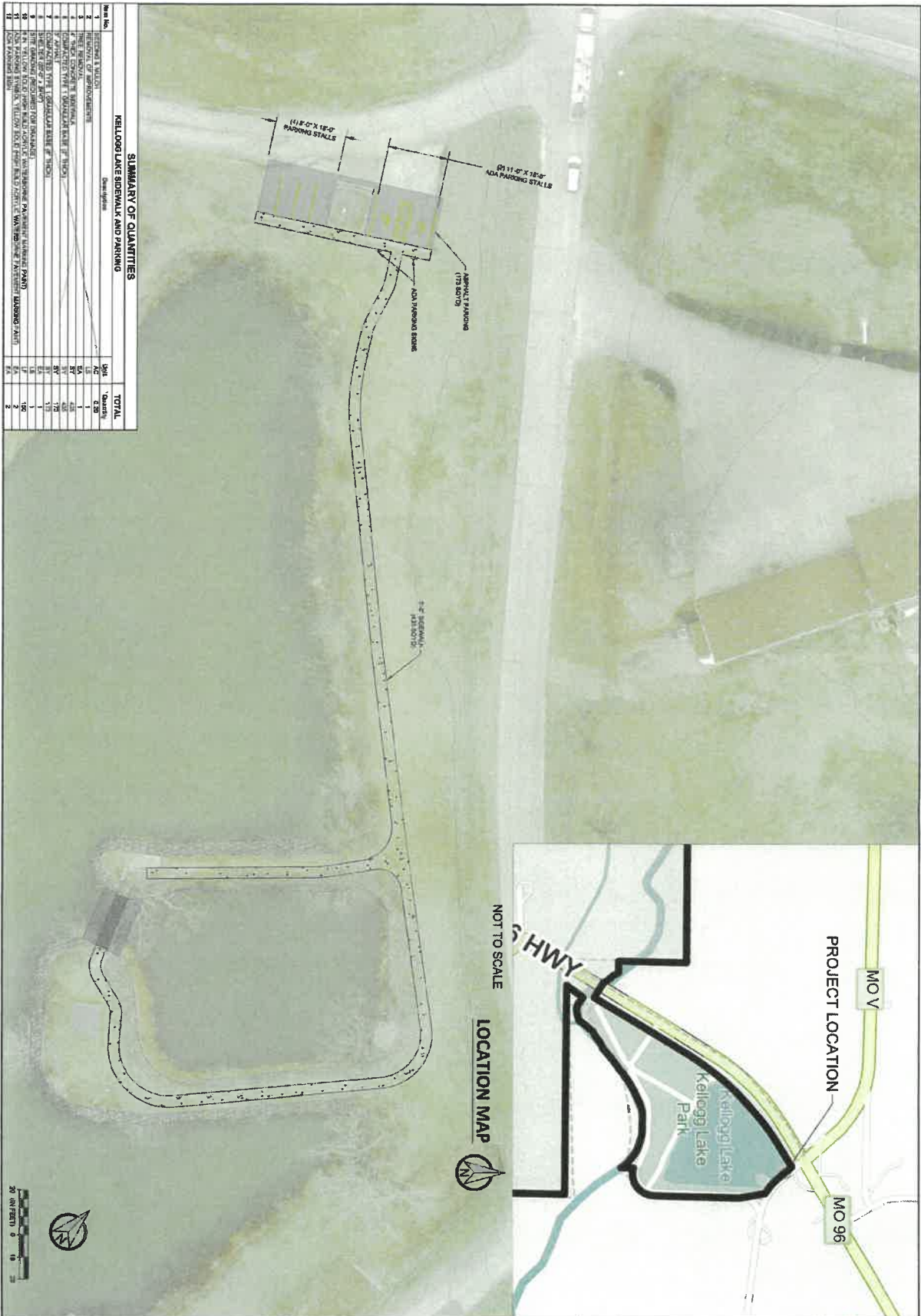
SUMMARY OF QUANTITIES					
KELLOGG LAKE "REARING POND" PROJECT					
Item No	Description	Unit	Quantity	Unit Price	Total
1	GRADING	LF	423	\$ 50.00	\$ 21,150.00
2	SOD (SLOPE PROTECTION)	SY	369	\$ 15.00	\$ 5,535.00
3	DREDGE OF CHANNEL	SY	53	\$ 100.00	\$ 5,300.00
4	ROCK RIP RAP (SLOPE PROTECTION)	SY	206	\$ 50.00	\$ 10,300.00
5	6 IN YELLOW SOLID (HIGH BUILD ACRYLIC WATERBOURNE PAVEMENT MARKING PAINT)	LF	150	\$ 1.50	\$ 225.00
6	ADA PARKING SYMBOL YELLOW SOLID (HIGH BUILD WATERBOURNE PAVEMENT PAINT)	EA	2	\$ 150.00	\$ 300.00
7	ADA PARKING SIGNS	EA	2	\$ 250.00	\$ 500.00
PHASE ONE TOTAL					\$ 43,310.00
8	SEEDING AND MULCH	AC	0.2	\$ 2,000.00	\$ 400.00
9	REMOVAL OF IMPROVEMENTS	LS	1	\$ 1,000.00	\$ 1,000.00
10	TREE REMOVAL	EA	1	\$ 500.00	\$ 500.00
11	4" THICK CONCRETE SIDEWALK	SY	435	\$ 60.00	\$ 26,100.00
12	COMPACTED TYPE 1 GRANULAR BASE (2" THICK)	SY	435	\$ 4.00	\$ 1,740.00
13	3" ASPHAT	SY	173	\$ 55.00	\$ 9,515.00
14	COMPACTED TYPE 1 GRANULAR BASE (6" THICK)	SY	173	\$ 10.00	\$ 1,730.00
15	SHELTER (20' X 24' OR 16' X 20)	EA	1	\$ 24,000.00	\$ 24,000.00
16	SITE GRADING (REQUIRED FOR DRAINAGE)	LS	1	\$ 2,500.00	\$ 2,500.00
PHASE TWO TOTAL					\$ 67,485.00

The Kellogg lake board has an opportunity to apply for a Steadley Trust grant that is due on March 15th for these park improvements. In order to ensure the best chance to receive funding assistance we need to have other funding and partners.

Kellogg Lake board is requesting the City of Carthage pledge 50% of this proposed project totalling \$65,937.25. With approval of this pledge, Kellogg Lake board will request the remaining \$65,937.25 from the Steadley Memorial Trust. Any remaining funding needs will be provided by the Kellogg Lake board fund - up to \$10,000.

If the Kellogg Lake Board is unable to secure the remaining 50%, then the city can choose to do Phase one or not, as phase two would not happen.

Estimated construction cost	\$ 110,795.00
10% contingencies	\$ 11,079.50
Engineering Plans and Specs	\$ 10,000.00
Total Estimated Project Cost	\$ 131,874.50



SUMMARY OF QUANTITIES			
KELLOGG LAKE SIDEWALK AND PARKING			
Item No.	Description	Quantity	Unit
1	REMOVAL OF EXISTING SIDEWALK	1.00	LS
2	REMOVAL OF EXISTING PARKING	1.00	LS
3	ASPHALT PAVING	173.00	SQYD
4	CONCRETE SIDEWALK	143.00	SQYD
5	CONCRETE SIDEWALK	143.00	SQYD
6	CONCRETE SIDEWALK	143.00	SQYD
7	CONCRETE SIDEWALK	143.00	SQYD
8	CONCRETE SIDEWALK	143.00	SQYD
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98	CONCRETE SIDEWALK	143.00	SQYD
99	CONCRETE SIDEWALK	143.00	SQYD
100	CONCRETE SIDEWALK	143.00	SQYD



EXHIBIT

PRELIMINARY SIDEWALK

KELLOGG LAKE

SIDEWALK AND PARKING

KELLOGG LAKE

CARTHAGE, MISSOURI

REVISIONS

NO.	DESCRIPTION	BY	DATE

PRELIMINARY

NOT FOR

CONSTRUCTION

PHONE: 417-802-2550

FAX: 417-802-2551

WWW.ZANEVAN.COM

DATE: 2/12/2025

SUMMARY OF QUANTITIES		
MELWOOD LAKE PARK		
Item No.	Description	Quantity
1	GRAVEL	100
2	SOIL FILLING PROTECTION	400
3	CEMENT FOR CURBING	30
4	WOODING FOR FILLING PROTECTION	80

SUMMARY OF QUANTITIES

MELLODD LAKE PARK

Category	Percentage
Category 1	10%
Category 2	20%
Category 3	30%
Category 4	40%
Category 5	50%
Category 6	60%
Category 7	70%
Category 8	80%
Category 9	90%
Category 10	100%

1

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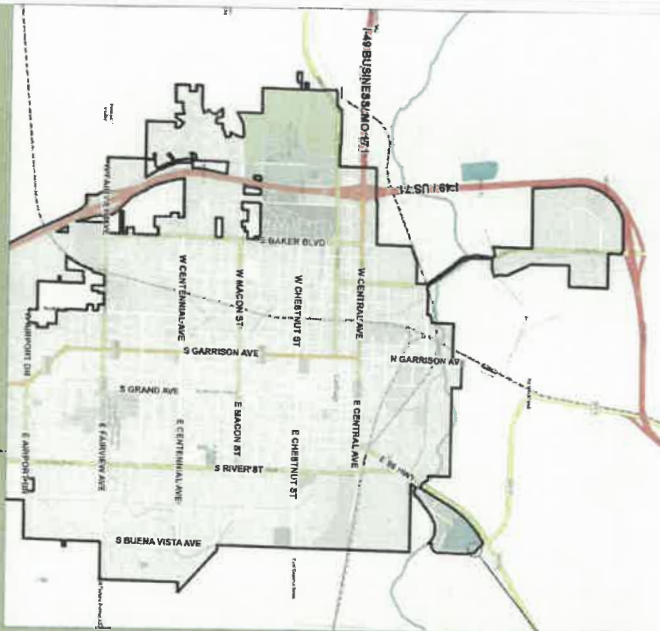
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10

1

1

LOCATION MAP
NOT TO SCALE



PROJECT LOCATION

FUTURE
NEW
PAVILION

EXISTING SIDEWALK

DREDGE CHANNEL

1. BALANCE PROPOSITION

ROCK RIP RAP
(81 CPF PROTECTION)

- POLYMER SIDE REACTION



EX-1
EXHIBIT

FBI/DOJ ASAC
 #240061
 Sex M
 2/12/2025

**KELLOGG LAKE SIDEWALK
AND BANK STABILIZATION
CITY OF CARTHAGE
KELLOGG LAKE
CARTHAGE, MISSOURI**

[illegible]

PRELIMINARY
NOT FOR
CONSTRUCTION

RESOLUTION NO. 2079

A RESOLUTION APPROVING THE RECOMMENDATION OF THE McCUNE-BROOKS REGIONAL HOSPITAL TRUST FOR THE DISTRIBUTION OF FUNDS (\$35,400.00) FROM THE RESTRICTED TRUST FUND TO THE CITY OF CARTHAGE

WHEREAS, the City of Carthage established the McCune-Brooks Regional Hospital Trust (Trustee) in December 2011 for the benefit of the citizens of Carthage, as an irrevocable common law trust under Missouri law; and

WHEREAS, the City approved the sale of the Hospital Property, including all property described as the "Leased Property" and the "Assumed Assets" under the Lease, to Mercy-Carthage for the Purchase Price; and

WHEREAS, the remaining amounts paid by Mercy-Carthage pursuant to the Asset Purchase Agreement were deposited in the McCune-Brooks Regional Hospital Trust; and

WHEREAS, the Grantors of the Trust have agreed that as part of the Lease Agreement all net lease proceeds received by Grantor shall be held, administered, and distributed upon the recommendations of the Trustee, subject to the approval of the City Council; and

WHEREAS, the Trustee may at any time make recommendations for distribution of the principal, and net income, subject to the approval of the City Council, for only the following purposes:

- a) to or for the benefit of the welfare and healthcare related purposes of the citizens of the greater Carthage, Missouri metropolitan area;
- b) to reconstitute and provide funds to operate the Hospital, if needed, upon termination of the Lease Agreement;
- c) to pay any liabilities and obligations of McCune-Brooks under the Lease Agreement;
- d) to enforce the terms of the Lease Agreement, including hiring consultants and attorneys;
- e) to pay the costs necessary for McCune-Brooks to continue its affairs during the term of the Lease Agreement and to wind up its affairs during the Lease Term, including the cost of attorneys, auditors and accountants; and

WHEREAS, the Trustee has recommended the distribution of funds pursuant to section a) above, for grant awards to the following recipient:

CITY OF CARTHAGE

\$35,400.00

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

That the City Council of the City of Carthage, Missouri does hereby approve the recommendation of the Trustee for the distribution of funds pursuant to section a) above, and the attached application.

PASSED AND APPROVED THIS ____ DAY OF _____, 2025.

ATTEST:

Alan Snow, Mayor

Miranda Deal, City Clerk

Application Date: December 17, 2024

MCCUNE BROOKS REGIONAL HOSPITAL TRUST
Data Sheet for Organizations
Requesting Grants

PLEASE NOTE: The McCune Brooks Regional Hospital Trust will review the data supplied herein making its determination as to whether or not it will recommend to the Carthage City Council that a grant be made to your organization. However, by reviewing your request and the information supplied herein, the Trust is in no way making any commitment to grant funds to your organization pursuant to this or any other request. Further, the Trust may, at its option, request additional information and such requests by the Trust should not be considered a commitment by the Trust to make any grant to your organization. The Carthage City Council must ultimately approve the Trust's recommendation for funding before any grant of funds can be made.

1. Legal name of your organization: City of Carthage, Missouri
2. Is your organization an organization qualified as a 501(c)(3) tax-exempt organization by the IRS or qualified in any other manner by the IRS as a tax-exempt entity? YES X NO
 - a. If your organization has qualified as a tax-exempt organization, please attach a copy of the IRS qualifying letter or such other documentation you are relying upon to establish your organization's tax-exempt status.
3. Please provide your organization's taxpayer identification number: 12487451
4. Please write a brief statement of the purpose of your organization. If you need additional space, you may write on the back of this form or attach a separate statement to this form.

The City of Carthage is a Charter City as provided by the Missouri Statutes. The Purpose of the City is to provide municipal government services including Police, Fire, Street Maintenance and Construction, Storm Water Management, Engineering Services, Civil Defense and Emergency Services, Recreational Facilities and Programming, Legislative and Administrative Services to the Citizens of Carthage in the most efficient way possible.
5. How much money is your organization requesting from the McCune Brooks Regional Hospital Trust? \$35,400.00
6. When does your organization anticipate the need for funds it is requesting? As soon as approved.
7. Please write a brief statement as to the purpose for which these funds are being requested. If you need additional space, you may write on the back or attach a statement to this form.

See Attachment 1.

8. If the McCune Brooks Regional Hospital Trust consents to recommend a grant to your organization of the funds requested for the purpose you have set forth in your response to Item 7 above, it will be because the trustee has determined that the purpose forwarded by the grant is for the general welfare and healthcare benefit of the citizens of Carthage, Missouri, and healthcare related purposes of the greater Carthage, Missouri, metropolitan area. Please write a brief statement as to how this requested grant to your organization will meet these purposes. If you need additional space, you may write on the back or attach a statement to this form.

See Attachment 2.

9. What are the sources of funds your organization relies upon to achieve its goals? You need not list individual donors by name. Also, please provide a balance sheet and income statement for your organization.

Tax revenue and user fees.

10. Please list the name, address, Email address & phone # of the presiding officer of your organization.

Alan Snow, Mayor. 326 Grant St. Carthage, MO 64836. 417-237-7000.

11. Please list the names, addresses, and phone numbers of four (4) officers or members of your organization, other than your presiding officer, who will be available to the Trust, or Trust's appointee, for the purpose of interviews about the organization and for the purpose of being a source of information about your organization.

1. Terri Heckmaster

Public Safety Committee Chairperson, Ward 3 Council Member
326 Grant Street, Carthage, MO 64836

2. Jason Martin

Interim Fire Chief

Home - 1404 Grand Avenue, Carthage, MO 64836

Work - 401 West Chestnut, Carthage, MO 64836

3. Traci Cox

Interim City Administrator

326 Grant Street, Carthage, MO 64836

4. Chris Taylor

Public Safety Committee Member, Ward 1 Council Member

326 Grant Street, Carthage, MO 64836

12. Please identify an individual for follow up contact to review effectiveness of the grant.

Jason Martin (info above)

Completed Affidavit must be included with application for consideration!

501(c) (3) VERIFICATION AFFIDAVIT

The undersigned, a duly appointed officer of the City of Carthage, Missouri, (hereinafter referred to as the "Organization") hereby certifies that, as of the date shown below, the Organization is operating as an exempt organization as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, that said Organization has provided to the McCune Brooks Regional Hospital Trust a copy of its letter from the Internal Revenue Service informing the Organization of the determination of its exempt status, and that the Organization has not in the past year lost or relinquished its exemption status for any reason.

Dated this 31 day of December, 2024.

(City of Carthage, Missouri)

BY: Alan Snow

Signature

Alan Snow, Mayor

Typed Name and Title

Submit this completed application to:

**McCune Brooks Regional Hospital Trust
c/o Schmidt Associates
1105 Industrial Drive
Carthage, MO. 64836**

Requests will be reviewed at the next scheduled meeting of the Trustees.

ATTACHMENT 1

7. Please write a brief statement as to the purpose for which these funds are being requested. If you need additional space, you may write on the back or attach a statement to this form.

The City of Carthage is requesting a grant to cover the costs associated with acquiring 15 for distribution and use within municipally owned public facilities and in fire department vehicles for responding to medical calls. These AEDs would be compatible with units currently being used by Mercy Health System's Emergency Medical Services (EMS) as theirs have been updated to the current standard. All our Zoll brand AEDs still function but are not compatible with the machines used by Mercy EMS. Having updated AEDs that are compatible responding EMS units will ensure that the best potential outcome for cardiac arrest patients is available.

Sudden cardiac arrest (SCA) is the leading cause of death in the United States, striking people in all settings. From Schools to homes to public places: Each year, SCA claims the lives of over 2,000 children and adolescents in the U.S. and accounts for approximately 3-5 percent of all deaths in children aged 5-19 years. There are approximately 356,000 victims of sudden cardiac arrest per year in the United States and about 10,000 of those cases occur at the workplace.

Rapid treatment of ventricular fibrillation, through the application of a controlled electrical shock, is essential to the victim's survival. The American College of Occupational and Environmental Medicine recommends placement, when practical, of AEDs in sufficient locations to allow initiation of resuscitation within five minutes of recognized sudden cardiac arrest. With the use of AEDs, early recognition and correction of sudden cardiac arrest by lay rescuers can significantly improve the outcome of cardiac arrest. While cardiopulmonary resuscitation (CPR) can prolong the chances of survival, it cannot reverse sudden cardiac death.

City facilities are visited on a daily basis by residents of the City conducting business as well as tourists/visitors visiting our City and attractions. These facilities would include the Municipal Golf Course, Parks Department offices, Civil War Museum, Memorial Hall, City Hall, and various other department facilities. The City would like to equip more of its visited facilities with these devices in order to protect not only our residents and visitors, but also the workers in these facilities. AEDs would provide another layer of protection to these individuals.

The American Red Cross estimates that a sudden cardiac arrest fatality in the workplace can cost up to \$1.3 million in direct and indirect costs. Costs can include productivity loss, insurance premium increases, administrative expenses, hiring expenses, workforce depression and personal loss.

Training is recommended, but not required. Training will be provided by staff members of Mercy EMS and First Responders for City employees. Anyone can use an AED (including children). These units talk to users and simple automated voice prompts direct the user in proper application of the device. The AED is compact, lightweight, portable, rechargeable battery operated, safe and easy to use. Like a fire extinguisher, easy access to an AED is vital when you need it.

The City's Police Department and Fire Department have previously been awarded grants from the McCune Brooks Hospital Foundation for AEDs and have had the opportunity to use them in lifesaving efforts for Carthage residents and visitors alike with many positive results.

ATTACHMENT 2

8. If the McCune Brooks Regional Hospital Trust consents to recommend a grant to your organization of the funds requested for the purpose you have set forth in your response to Item 7 above, it will be because the trustee has determined that the purpose forwarded by the grant is for the general welfare and healthcare benefit of the citizens of Carthage, Missouri, and the healthcare related purposes of the greater Carthage, Missouri, metropolitan area. Please write a brief statement as to how this requested grant to your organization will meet these purposes. If you need additional space, you may write on the back or attach a statement to this form.

Cardiovascular diseases (CVD), including coronary heart disease and sudden cardiac arrest (SCA), remain **significant concerns to public health and the occupational setting in particular**. According to a 2019 American Heart Association (AHA) report, nearly half of American adults have CVD, or 121.5 million. 48.6 million are estimated to be younger than 60 years old. The City is not only an occupational setting, but also a public setting visited by citizens and the public. This information is especially relevant to City operations.

Data have also indicated that approximately 1 in every 5 or 695,000 deaths in the United States resulted from coronary heart disease. The AHA estimate for 2024 is that about 605,000 Americans will have a new coronary attack and approximately 200,000 will have a recurrent attack. Someone in the United States will have a myocardial infarction approximately every 40 seconds.

More than 15% of Out of Hospital Cardiac Arrests (OHCA) occur in a public location; therefore, public access AEDs and community training have a large role to play in early defibrillation. However, the number of patients who have an AED applied by a bystander remains low, occurring after only 10.2% of public arrests. 90% of arrest victims who receive a shock from an AED in the first minute survive the cardiac event.

The consensus of science to correct ventricular fibrillation (VF) and ventricular tachycardia (VT) is immediate chest compressions followed by a single shock with a controlled dose and duration of energy followed by resumption of chest compressions. AEDs are an important lifesaving technology that has a role to play in treating public facilities/workplace cardiac arrest. Most sudden cardiac deaths occur outside of the hospital, and it is estimated that 5% or less are successfully resuscitated and discharged alive from the hospital. In a study of Public-Access Defibrillation (PAD) communities, with volunteers trained in the use of AEDs and CPR had twice as many victims survive compared to communities with volunteers trained only in CPR. AEDs improve survival odds after an out-of-hospital cardiac arrest. Their presence reduces the critical time for treatment. Less time for defibrillation dramatically improves the victims' chances of survival. Having devices appropriately located in a public place improves survivability of employees, citizens and visitors experiencing a cardiac crisis.

Waiting for the arrival of emergency medical system personnel results in only 5-7% survival. Studies with immediate defibrillation have shown up to a 60% survival rate one year after cardiac arrest when people properly use an AED and CPR on a victim within the first 3-5 minutes of a heart stopping. The average EMS response time in our community is 7-9 minutes which corresponds to national averages. In a sudden cardiac arrest emergency, that's too late. When people wait for paramedics to administer the first shock the survival rate reflects the 5-7% listed above. While CPR is important, only an electrical shock can restore a normal heart rhythm when a person experiences VF or VT. An AED delivers that shock if it registers that a shock is needed. Onsite AEDs save precious treatment time and can improve survival odds because they can be used before Ems personnel arrive. These devices have a proven track record of saving lives in public places as well as in the workplace.

RESOLUTION NO. 2080

A RESOLUTION APPROVING THE RECOMMENDATION OF THE McCUNE-BROOKS REGIONAL HOSPITAL TRUST FOR THE DISTRIBUTION OF FUNDS (\$100,000.00 PER YEAR FOR FIVE YEARS) FROM THE RESTRICTED TRUST FUND TO FAIR ACRES FAMILY Y.

WHEREAS, the City of Carthage established the McCune-Brooks Regional Hospital Trust (Trustee) in December 2011 for the benefit of the citizens of Carthage, as an irrevocable common law trust under Missouri law; and

WHEREAS, the City approved the sale of the Hospital Property, including all property described as the "Leased Property" and the "Assumed Assets" under the Lease, to Mercy-Carthage for the Purchase Price; and

WHEREAS, the remaining amounts paid by Mercy-Carthage pursuant to the Asset Purchase Agreement were deposited in the McCune-Brooks Regional Hospital Trust; and

WHEREAS, the Grantors of the Trust have agreed that as part of the Lease Agreement all net lease proceeds received by Grantor shall be held, administered, and distributed upon the recommendations of the Trustee, subject to the approval of the City Council; and

WHEREAS, the Trustee may at any time make recommendations for distribution of the principal, and net income, subject to the approval of the City Council, for only the following purposes:

- a) to or for the benefit of the welfare and healthcare related purposes of the citizens of the greater Carthage, Missouri metropolitan area;
- b) to reconstitute and provide funds to operate the Hospital, if needed, upon termination of the Lease Agreement;
- c) to pay any liabilities and obligations of McCune-Brooks under the Lease Agreement;
- d) to enforce the terms of the Lease Agreement, including hiring consultants and attorneys;
- e) to pay the costs necessary for McCune-Brooks to continue its affairs during the term of the Lease Agreement and to wind up its affairs during the Lease Term, including the cost of attorneys, auditors and accountants; and

WHEREAS, the Trustee has recommended the distribution of funds pursuant to section a) above, for grant awards to the following recipient:

Fair Acres Family Y

\$100,000.00 PER YR FOR FIVE YEARS

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

That the City Council of the City of Carthage, Missouri does hereby approve the recommendation of the Trustee for the distribution of funds pursuant to section a) above, and the attached application.

PASSED AND APPROVED THIS ____ DAY OF _____, 2025.

ATTEST:

Alan Snow, Mayor

Miranda Deal, City Clerk

Application Date: 2.24.25

MCCUNE BROOKS REGIONAL HOSPITAL TRUST
Data Sheet for Organizations
Requesting Grants

PLEASE NOTE: The McCune Brooks Regional Hospital Trust will review the data supplied herein making its determination as to whether or not it will recommend to the Carthage City Council that a grant be made to your organization. However, by reviewing your request and the information supplied herein, the Trust is in no way making any commitment to grant funds to your organization pursuant to this or any other request. Further, the Trust may, at its option, request additional information and such requests by the Trust should not be considered a commitment by the Trust to make any grant to your organization. The Carthage City Council must ultimately approve the Trust's recommendation for funding before any grant of funds can be made.

1. Legal name of your organization: Fair Acres Family YMCA
2. Is your organization an organization qualified as a 501(c)(3) tax-exempt organization by the IRS or qualified in any other manner by the IRS as a tax-exempt entity? YES X NO _____

a. If your organization has qualified as a tax-exempt organization, please attach a copy of the IRS qualifying letter or such other documentation you are relying upon to establish your organization's tax-exempt status.

3. Please provide your organization's taxpayer identification number: 43-1558437
4. Please write a brief statement of the purpose of your organization. If you need additional space, you may write on the back of this form or attach a separate statement to this form.

Attached

5. How much money is your organization requesting from the McCune Brooks Regional Hospital Trust?
Attached

6. When does your organization anticipate the need for funds it is requesting? Attached

7. Please write a brief statement as to the purpose for which these funds are being requested. If you need additional space, you may write on the back or attach a statement to this form.

Attached

8. If the McCune Brooks Regional Hospital Trust consents to recommend a grant to your organization of the funds requested for the purpose you have set forth in your response to Item 7 above, it will be because the trustee has determined that the purpose forwarded by the grant is for the general welfare and healthcare benefit of the citizens of Carthage, Missouri, and healthcare related purposes of the greater Carthage, Missouri, metropolitan area. Please write a brief statement as to how this requested grant to your organization will meet these purposes. If you need additional space, you may write on the back or attach a statement to this form.

Attached

9. What are the sources of funds your organization relies upon to achieve its goals? You need not list individual donors by name. Also, please provide a balance sheet and income statement for your organization.

Attached

10. Please list the name, address, Email address & phone # of the presiding officer of your organization.

Attached

11. Please list the names, addresses, and phone numbers of four (4) officers or members of your organization, other than your presiding officer, who will be available to the Trust, or Trust's appointee, for the purpose of interviews about the organization and for the purpose of being a source of information about your organization.

1. Attached
- 2.
- 3.
- 4.

12. Please identify an individual for follow up contact to review effectiveness of the grant.

Attached.

Completed Affidavit must be included with application for consideration!

501(c) (3) VERIFICATION AFFIDAVIT

The undersigned, a duly appointed officer of Fair Acres Family YMCA, (hereinafter referred to as the "Organization") hereby certifies that, as of the date shown below, the Organization is operating as an exempt organization as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, that said Organization has provided to the McCune Brooks Regional Hospital Trust a copy of its letter from the Internal Revenue Service informing the Organization of the determination of its exempt status, and that the Organization has not in the past year lost or relinquished its exemption status for any reason.

Dated this 24th day of February, 2025.

Fair Acres Family YMCA
(Name of Organization)
BY: [Signature]
Signature
Jonathan H. Roberts
Typed Name and Title

Submit this completed application to:

**McCune Brooks Regional Hospital Trust
c/o Schmidt Associates
1105 Industrial Drive
Carthage, MO. 64836**

Requests will be reviewed at the next scheduled meeting of the Trustees.

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX A-3290 DPN 22-2
CHICAGO, IL 60690

DEPARTMENT OF THE TREASURY

Date NOV 09 1991

FAIR ACRES FAMILY Y INC
2400 SO GRAND
CARTHAGE, MO 64834

Employer Identification Number:
49-1558437
Case Number:
364277044
Contact Person:
MRS. R. COOLEY
Contact Telephone Number:
(312) 884-6532
Our Letter Dated:
April 15, 1991
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(c)(3) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

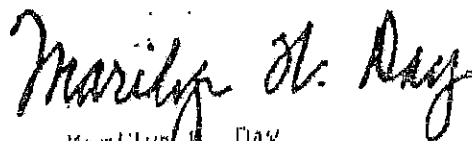
Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for or was aware of the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Marilyn A. Day
District Director

Letter 1090 (00/06)

ANSWERS

1. Fair Acres Family Y

2. Yes – tax form attached

3. 43-1558437

4. To put Christian principles into practice through programs that build healthy spirit, mind and body for all. The Y is dedicated to providing comprehensive programs and services that enrich communities — and all of the people who live in them — across the country in fulfillment of our mission. Guided by our core values of caring, honesty, respect and responsibility, the Y is dedicated to giving people of all ages, backgrounds and walks of life the opportunity to reach their full potential with dignity.

5. \$500,000 – Total project is \$1.36 million

6. We are ready to move forward with bidding and signing contracts once capital funding is secure.

7. The funds will be used to build an outdoor sports/recreation complex next to the Fair Acres Family Y with three components:

A) 60' x 120' multi-purpose court for additional space for current programming – Home school PE, floor hockey, Volleyball, basketball, pickle ball, senior fitness classes, group exercise classes and added opportunities for dodgeball, indoor/outdoor soccer and team areas for swim meets and large events. (Attached)

B) A Pavilion to come off the existing Fair Acres YMCA building to cover the multi-sport court area to allow 365 day usage and a barrier from the sun and weather. (Attached)

C) An outdoor splash pad that would extend off the aquatic center to the south. (Attached)

8. The YMCA has been providing programs for all ages for the past 30 years to Carthage and the surrounding communities. Each year the need, demand and usage continues to grow in youth and adult sports, group fitness and senior services and activities and we are out of space. In 2024 the YMCA served over 2,200 children that participated in youth sports through the YMCA. With the amount of teams each season needing practice and game space, the YMCA has a lack of facilities, fields and space and often has to utilize the Fair Acres Park, schools and various churches to provide the program. Often, there are other activities at these locations we have to work around, share or not be able to use at all.

The YMCA offers over 50 fitness classes for adults and seniors. Our senior classes have grown so large; we have to use our gymnasium to have their classes. There is also a demand for additional class offerings but we do not have space in any of our current fitness classrooms or gymnasiums to add any. Having the multipurpose court with the pavilion would allow that growth to continue and expand current programming. There is also a high demand for areas for indoor soccer and programming space that this addition would be able to finally provide to the community. Providing a covered fresh air space for everyone will open more options for senior programming, youth sports and more.

As a leader in Aquatics in our area, the YMCA serves many children and families, a splash pad would be a new element to the entire community of Carthage and is often requested by all members of the community. There have been rumors of the city installing a splash pad for years, but I have yet to see any actual plans. In the new

outdoor pool designs being vetted currently, there is a splash pad option included, however, that is most likely going to be located on the complete opposite side of Carthage and cost 4x-5x more than the one the YMCA has designed and proposed.

How we will serve everyone with these additions:

Birth – 12 years old

According to Parents as Teachers in Carthage we have over 1,400 children under the age of 5; 382 students in Kindergarten; 371 students in 1st; 375 students in 2nd; 357 students in 3rd and 377 students in 4th grade. Currently there is little too nothing for parents and children to do under the age of 5. The only indoor playground options in Carthage are at the Burger King on Central, YMCA youth activity center and recently added, G3 entertainment center. Kiddie land amusement park at Municipal Park is open 4 hours a weekend in the summers. The baby pool well at Muni has been closed due to a busted pipe and Central pool is only open during weekdays in the summer. The playgrounds around town have been upgraded but often it is too hot in the summer months to utilize.

Having a splash pad would allow children to be introduced to water without the fear of drowning and add a new element to Carthage that doesn't currently exist.

Having a new cover multi sports field complex will also allow proper development for 3 year olds and older in Flag football, soccer and tee ball, by providing a safe, well maintained facility without the fear of spraining an ankle on uneven ground or tall grass, bugs, allergies, paint chemicals, sun exposure and more. This will also allow the city to program the current fields at Fair acres to all the other groups that are displaced by the usage rate the YMCA needs each season. Lastly, no mowing or filed stripping is needed and the complexes come with panels, netting and lighting to help make it the best experience for everyone.

8 – 16 years old

With the increase of youth visiting the YMCA for fun or participating in a program, having the multi sport area allows additional space for free play and program expansion of current and new activities. During the Fall, Winter and Spring, the current courts are full of practices and games leaving little to no options for members and guests to play.

Families

When it comes to youth sports, it is a family program. Having proper shade, seating and conditions for parents make the experience much better. Having better and safer facilities would increase volunteerism for coaching and have more fans come to watch. The addition of a splash pad and multi sports area would give options for the whole family regardless of the age.

Community

The YMCA already serves the community in many ways thru its membership and fitness programs but also childcare, aquatics, sports, community showers, food programming and more. By enhancing our facility offerings, it allows us to continue to grow and serve the community with ongoing and future needs.

Summary

The YMCA has over 5,000 members and serves over 20,000 community citizens in programs and services each year. We are community leaders in Fitness, Aquatics, Sports, Childcare, Senior services and Food/meal distribution. These proposed additions would not only strengthen the YMCA's services to the community but

make our community a more attractive and thriving community. These facilities would offer safe and new additions and experiences we currently are lacking.

9. We have secured a \$500,000 pledge from the K.D. & M.L. Steadley Trust (Attached) and raised an additional \$200,000 in our YMCA operating fund to go towards this project. A balance sheet and income statement for YTD 2024 is attached for the YMCA's current operations.

10. Our current Board president is Steve Swearengen; 307 Fireside Dr (64836); (816) 804-5752 (c); steve.swearengen@communitynational.net

11. Board roster is attached

12. Jonathan Roberts, CEO, (417) 793-0685; jhroberts2@gmail.com

Estimated Use of Grant monies:

\$ 310,000 – Purchase and install multi sport court

\$ 835,000 – Build and install a pavilion

\$ 215,000 – Splash pad and installation

Total \$1.36 mil

YMCA responsibilities

Operate youth sports programming year round

Provide benches, landscaping, sidewalks and fencing for splash pad area

Work with Carthage R-9 and other organizations to host events utilizing the facilities

Host tournaments to drive visitors to Carthage

Provide a FREE and SAFE place for teenagers after school and in the summer

Maintain the facilities and ongoing expenses such as utilities and upkeep

Community Impact

Helps to battle youth obesity by having options for physical activity and play from Birth through 18 years of age.

Provides a water introduction to children 3years of age and younger

Attracts more visitors to Carthage

Promotes more youth participation and volunteerism

Provides a place for adolescents to come, be supervised, mentored and be safe afterschool and in the summers.

Additional information

The YMCA believes it is very important to recognize and encourage others to learn about all the wonderful history of Carthage.

We would work with McCune Brooks Regional Hospital Trust in naming the complexes and/or fields in honor of the trust and their continued commitment to supporting the YMCA in their efforts in making Carthage a healthier and family oriented community. Example: **McCune Brooks Sports Complex at Fair Acres YMCA**



Jonathan Roberts <jhroberts2@gmail.com>

Re: Bank of America, N.A., Trustee of the K. D. & M. L. Steadley Trust

Grace Paukune <mail@grantapplication.com>
Reply-To: Grace Paukune <grace.paukune@bofa.com>
To: jhroberts2@gmail.com
Cc: tony.twyman@bofa.com

Tue, Dec 17, 2024 at 12:38 PM

Bank of America Private Bank, Philanthropic Solutions Online Grant Application Determination

Mr. Jonathan F Roberts
CEO
Fair Acres Family Y Inc
2600 Grand Ave
Carthage, MO 64836-7902

Dear Mr. Roberts:

It is our pleasure to advise you that the Trustee for the K. D. & M. L. Steadley Trust has awarded a 5-year grant in the total amount of \$500,000.00 to the Fair Acres Family Y Inc. This grant was made in support of the following: YMCA Pavilion for multi sport/activity area.

Bank of America, N.A., as Trustee of the K. D. & M. L. Steadley Trust, is responsible for the management of the Fund's assets and administration of its grantmaking program and ensures that the philanthropic intentions of the donor are honored.

A Grant Agreement Terms and Conditions document is attached for your review to ensure that you are familiar with the terms of the grant for the duration of your multi-year grant installment schedule. Installment 1, in the amount of \$100,000.00, will be mailed under separate cover to the address listed above.

All installments are contingent upon the fulfillment of the grant requirements as noted in the Conditions of Grant section of the attached grant agreement.

Multi-year grant installment schedule:

INSTALLMENT 1- \$100,000
INSTALLMENT 2- \$100,000
INSTALLMENT 3- \$100,000
INSTALLMENT 4- \$100,000
INSTALLMENT 5- \$100,000

The grantee organization's deposit, negotiation, or endorsement of the check (arriving under separate cover) constitutes its agreement to the Grant Terms and Conditions document.

In addition, please be advised that a grant report is due within 1 year of each grant installment. The Grant report requirement and due date will be published on your MyAccount page in the Requirements Tab: www.grantrequest.com/SID_1116?SA=AM. Please do not send materials beyond what is requested in the report forms, unless specifically discussed in advance.

We request all correspondence to be conducted electronically; however, please do not add our contact email addresses to your organization's general newsletter or annual report mailing lists.

We are proud to have the opportunity to partner with your organization and look forward to learning more about your continuing success. If you have any questions about this grant, or its conditions, please do not hesitate to contact me at tony.twyman@bofa.com, or contact Tony Twyman, SVP, Philanthropic Client Manager at tony.twyman@bofa.com.

Best wishes for much success.

Tony Twyman
SVP, Philanthropic Client Manager
tony.twyman@bofa.com

K. D. & M. L. Steadley Trust, Bank of America, N.A., Trustee, Multi-Year Grant

GRANT TERMS AND CONDITIONS

On **December 13, 2024**, the Trustee for the **K. D. & M. L. Steadley Trust** (Grantor) granted to **Fair Acres Family Y Inc** (Grantee) a 5-year grant in the total amount of **\$500,000** in support of the following:
YMCA Pavilion for multi sport/activity area.

Project start date: 12/17/2024 **Project end date:** 12/17/2029

Installment 1, in the amount of **\$100,000.00**, has been mailed under separate cover.

Multi-year grant installment schedule:

INSTALLMENT 1- \$100,000

INSTALLMENT 2- \$100,000

INSTALLMENT 3- \$100,000

INSTALLMENT 4- \$100,000

INSTALLMENT 5- \$100,000

The Grantee agrees and consents to the following conditions of the grant:

- Grantee represents, covenants, and warrants that it **does not discriminate** against any individual or entity on the basis of race, religion, color, sex, sexual orientation, gender identity, age, national origin, ancestry, citizenship, veteran, disability status, or espouse hate.
- Grantee has provided Grantor with verification of the Grantee's public charity status under Sections 501(c)(3) and 509(a)(1) or 509(a)(2) of the Internal Revenue Code of 1986, as amended (the "Code"), and agrees to **notify the Grantor of any change in the Grantee's status.**
- Grant payments will be made annually during the term of the grant award. The first installment has been issued. All subsequent payments will be paid subject to satisfactory compliance with any Pre-Funding Conditions or Reporting Requirements. The amount of any payment subsequent to the initial payment may be modified to reflect project work levels, clients served and/or current expenditure rate).
- Grantee will **use the grant exclusively for the purposes and objectives specified** in the accompanying cover letter and in the proposal submitted to the K. D. & M. L. Steadley Trust, and Grantee acknowledges no goods or services or benefits have been or will be provided by Grantee to Grantor.
- Grantee **shall not use any portion of the funds granted herein to carry on lobbying** or otherwise to attempt to influence specific legislation, either by direct or grassroots lobbying, nor to carry on directly or indirectly a voter registration drive, nor to make grants to individuals on a non-objective basis, nor to use the funds for any non-charitable purpose.

- **Grantee shall not, under any circumstance, transfer, assign or encumber any portion of the grant.** The Grantee agrees that the grant funds will not be expended, transferred, or used for any purpose or in any fashion that is prohibited by an applicable law of the United States or of any domestic or foreign jurisdiction, including without limitation, applicable laws proscribing the support of terrorism or terrorist organizations.
- Grantee agrees that in **all media, such as printed materials, social media, annual reports and any press releases or articles publicizing this grant**, the Grantor shall be recognized in the following manner: "K. D. & M. L. Steadley Trust, Bank of America, N.A., Trustee." In instances where a press release is developed for distribution to media outlets, the Grantee agrees to timely forward a draft to Private Bank Philanthropic Solutions for prior approval.
- Grantee **shall submit a report** to Grantor summarizing the program for which the grant was received, specifically addressing whether the goals as set forth in the proposal were met, and if not, why not, and will detail all expenditures made from the granted funds as compared to the request budget. If the grant awarded is for a period longer than one year, Grantee shall submit annual reports until the end of the grant period specified in the award letter. **Not submitting a report may prevent the grantee from receiving funds in a subsequent year.**
- In the event that **Grantee does not expend all grant funds** and the interest earned thereon, Grantee shall notify Grantor. It shall be within Grantor's sole discretion whether to direct Grantee to retain or return such funds. Should Grantor require the return of the unexpended funds and interest earned thereon, Grantee shall timely return such funds to Grantor.

The grantee organization's deposit, negotiation, or endorsement of the check (arriving under separate cover) constitutes its agreement to the Grant Terms and Conditions set forth above.

Fair Acres Family YMCA, Inc.
Balance Sheets
December 31, 2024 and 2023

Assets

	<u>2024</u>	<u>2023</u>
Current Assets		
Cash in bank - UMB 2930311966	\$ 893,515.12	\$ 198,210.05
Cash in bank - PWY & other temp. rest. cash 3536	58,552.67	367,656.37
Cash in bank - Lamar Bank & Trust	6,915.00	0.00
Petty cash	800.00	800.00
Change funds	300.00	300.00
Accounts receivable - general	10,609.28	5,353.07
Prepaid expenses	739.55	1,864.55
Prepaid lease rent	0.00	128.00
Investment - UMB endowment (Primary)	<u>1,986,233.06</u>	<u>1,886,363.39</u>
Total Current Assets	<u>2,957,664.68</u>	<u>2,460,675.43</u>
Property and Equipment		
Buildings	5,331,678.73	5,268,472.43
Furniture, fixture and equipment	2,278,614.92	1,942,617.60
Land	1,305,000.00	0.00
Less accumulated depreciation	<u>(5,222,525.32)</u>	<u>(4,972,672.63)</u>
Net Property and Equipment	<u>3,692,768.33</u>	<u>2,238,417.40</u>
Non Current Assets		
Investment - UMB endowment (McGaughey)	212,753.91	192,892.25
Investment - CFO endowment	222,260.21	200,446.67
Investment - CFO endowment Lamar	<u>5,143.26</u>	<u>0.00</u>
Total Non Current Assets	<u>440,157.38</u>	<u>393,338.92</u>
Total Assets	<u>\$ 7,090,590.39</u>	<u>\$ 5,092,431.75</u>

Substantially all disclosures ordinarily included in Accrual basis financial statements
are omitted, and no assurance is provided on these financial statements.

Fair Acres Family YMCA, Inc.
Statements of Income and Other Changes in Net Assets
For the one month and twelve months ended December 31, 2024 and 2023

	2024 Month	%	2023 Month	%	2024 Year to Date	%	2023 Year to Date	%
Changes in unrestricted net assets:								
Revenues, gains and other support								
Memberships	\$ 61,363.88	55.62	\$ 60,960.60	60.94	\$ 772,696.79	20.26	\$ 725,438.28	44.74
Memberships - scholarship income	1,694.00	1.53	1,692.00	1.69	21,219.00	0.56	23,733.00	1.46
Program fees	14,212.50	12.88	10,418.00	10.41	420,291.07	11.02	429,519.20	26.49
Program fees - scholarship income	185.00	0.17	635.00	0.63	5,660.00	0.15	9,499.00	0.59
Merchandise and concessions	4,523.75	4.10	3,821.40	3.82	31,626.75	0.83	22,540.81	1.39
Facility rental	10,653.00	9.66	12,230.00	12.23	119,161.25	3.12	110,197.50	6.80
Contributions	3,183.51	2.89	3,200.00	3.20	704,165.85	18.46	46,752.66	2.88
Non-cash contributions	0.00	0.00	0.00	0.00	1,305,000.00	34.22	0.00	0.00
Food program reimbursement	8,679.55	7.87	6,908.40	6.91	72,806.10	1.91	63,871.52	3.94
Miscellaneous	5,834.90	5.29	165.48	0.17	361,339.51	9.47	189,878.74	11.71
Total revenues, gains and other support	110,320.09	100.00	100,030.88	100.00	3,813,966.32	100.00	1,621,430.71	100.00
Expenses and losses								
Salaries	76,219.75	69.09	78,714.51	78.69	849,898.13	22.28	820,349.41	50.59
Payroll taxes	8,362.65	7.58	5,986.37	5.98	73,910.34	1.94	68,622.60	4.23
Insurance - workers compensation	797.56	0.72	826.10	0.83	9,448.08	0.25	9,953.99	0.61
Retirement plan match	227.61	0.21	2,821.58	2.82	40,069.47	1.05	36,523.30	2.25
Insurance - health	3,226.74	2.92	2,630.06	2.63	30,272.44	0.79	29,069.93	1.79
Total payroll expenses	88,834.31	80.52	90,978.62	90.95	1,003,598.46	26.31	964,519.23	59.49
Lease expense	0.00	0.00	0.00	0.00	128.00	0.00	2.00	0.00
Repairs and maintenance - building	1,326.77	1.20	2,978.76	2.98	34,971.25	0.92	33,895.50	2.09
Supplies - building maintenance	3,189.02	2.89	7,447.35	7.45	45,189.84	1.18	52,835.95	3.26
Utilities	12,184.23	11.04	12,564.93	12.56	144,372.22	3.79	143,377.56	8.84
Cable	248.12	0.22	106.97	0.11	3,783.74	0.10	3,670.98	0.23
Depreciation - building	8,582.75	7.78	8,772.16	8.77	103,085.66	2.70	161,121.46	9.94
Total building expenses	25,530.89	23.14	31,870.17	31.86	331,530.71	8.69	394,903.45	24.36

Substantially all disclosures ordinarily included in Accrual basis financial statements are omitted, and no assurance is provided on these financial statements.

Fair Acres Family YMCA, Inc.
Statements of Income and Other Changes in Net Assets
For the one month and twelve months ended December 31, 2024 and 2023

	2024		2023		2024		2023	
	Month	%	Month	%	Year to Date	%	Year to Date	%
Advertising	740.86	0.67	1,708.67	1.71	45,298.50	1.19	47,901.30	2.95
Promotion	0.00	0.00	1,295.00	1.29	0.00	0.00	1,295.00	0.08
Auto expense	211.84	0.19	501.07	0.50	12,200.68	0.32	8,864.16	0.55
Bad debt	0.00	0.00	279.00	0.28	1,649.00	0.04	445.00	0.03
Bank charges	45.00	0.04	35.00	0.03	1,282.96	0.03	898.98	0.06
Credit card fees	2,571.11	2.33	2,339.87	2.34	31,108.46	0.82	27,923.97	1.72
Contract labor	801.97	0.73	300.00	0.30	12,721.44	0.33	20,151.00	1.24
Equipment rent	441.03	0.40	195.09	0.20	3,380.60	0.09	2,341.08	0.14
Fair share support	1,915.42	1.74	1,998.58	2.00	49,602.33	1.30	23,982.96	1.48
Goodwill	1,083.22	0.98	754.33	0.75	3,788.72	0.10	2,384.98	0.15
Insurance	5,959.80	5.40	5,043.47	5.04	66,337.05	1.74	55,453.16	3.42
Legal fees	0.00	0.00	0.00	0.00	1,608.13	0.04	2,074.43	0.13
Professional fees	4,771.50	4.33	3,675.50	3.67	62,446.65	1.64	49,655.00	3.06
Meals and entertainment	1,581.76	1.43	2,688.37	2.69	12,120.58	0.32	11,180.67	0.69
Miscellaneous	0.00	0.00	84.48	0.08	53.67	0.00	466.45	0.03
Postage	135.00	0.12	266.38	0.27	2,270.97	0.06	1,798.60	0.11
Repairs and maintenance - equipment	1,869.07	1.69	161.30	0.16	13,181.03	0.35	8,620.87	0.53
Computer support	1,933.28	1.75	1,654.81	1.65	23,850.92	0.63	18,749.97	1.16
Supplies - office	116.53	0.11	793.02	0.79	4,101.45	0.11	9,581.01	0.59
Supplies - program	10,696.66	9.70	11,844.04	11.84	209,382.29	5.49	159,683.55	9.85
Supplies - membership	1,922.32	1.74	1,202.68	1.20	9,591.76	0.25	11,147.38	0.69
Licenses and permits	0.00	0.00	0.00	0.00	3,077.02	0.08	2,547.11	0.16
Taxes	0.00	0.00	0.00	0.00	10,824.24	0.28	10,824.59	0.67
Telephone	1,111.68	1.01	1,263.02	1.26	13,225.46	0.35	15,248.22	0.94
Training/conference	1,713.23	1.55	75.00	0.07	29,148.77	0.76	21,538.89	1.33
Phone	0.00	0.00	0.00	0.00	0.00	0.00	187.30	0.01
Depreciation - equipment	12,340.78	11.19	10,363.00	10.36	146,767.03	3.85	137,557.26	8.48
Total other expenses	51,962.06	47.10	48,521.68	48.51	769,019.71	20.16	652,502.89	40.24
Total expenses and losses	166,327.26	150.77	171,370.47	171.32	2,104,148.88	55.17	2,011,925.57	124.08
Increase(decrease) in unrestricted net assets								
before grant expenses and transfers	(56,007.17)	(50.77)	(71,339.59)	(71.32)	1,709,817.44	44.83	(390,494.86)	(24.08)
Grant expense - Advertising	0.00	0.00	0.00	0.00	0.00	0.00	5,600.38	0.35
Grant expense - Equipment	0.00	0.00	500.00	0.50	0.00	0.00	500.00	0.03
Grant expense - Other	0.00	0.00	0.00	0.00	0.00	0.00	3,500.00	0.22
Grant expense - Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	3,648.03	0.22
Grant expense - Rent & utilities	1,816.75	1.65	2,023.24	2.02	21,202.54	0.56	13,867.71	0.86
Total grant expenses	1,816.75	1.65	2,523.24	2.52	21,202.54	0.56	27,116.12	1.67

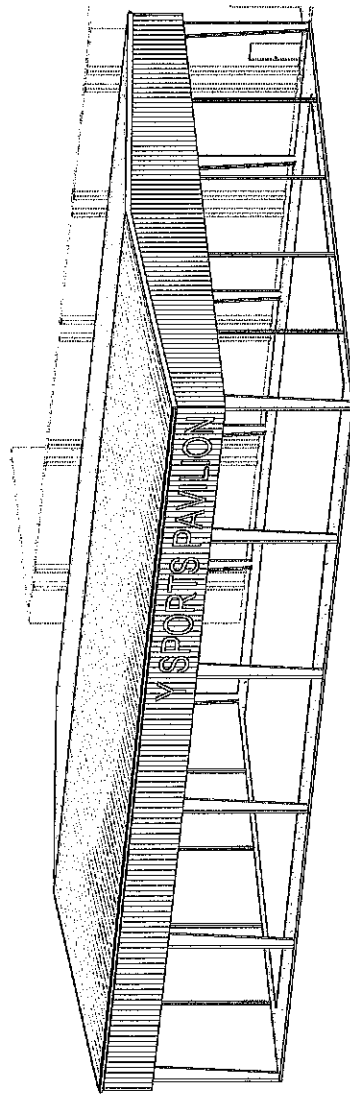
Substantially all disclosures ordinarily included in Accrual basis financial statements are omitted, and no assurance is provided on these financial statements.

2024 YMCA BOARD ROSTER

	NAME	ADDRESS	PHONE	EMAIL
1	Steve Swearengen	307 Fireside Dr Joplin, MO 64801	(816) 804-5752	steve.swearengen@communitynational.net
2	Christy Manning	1168 S Main St Carthage, MO 64836	(417) 793-0489	christymanning@crowder.edu
3	Lyman Burr	202 W Chestnut St Carthage, MO 64836	(417) 793-7385	leburrr@swbell.net
4	Amy Frieling	1116 W Centennial Ave Carthage, MO 64836	(417) 793-2988	amyfrieling@crowder.edu
5	Julie Reams	306 S Crawford St Frontenac, KS 66763	(316) 250-3782	jreams@carthagechamber.com
6	Cathy Lipscomb	1002 Southern Hills Carthage, MO 64836	(417) 629-8939 (m) (417) 358-5355 (h)	cathylipscomb84@gmail.com
7	Bryan Shallenberger	420 Ruby Road Carl Junction, MO 64834	417-438-6255	shallenburgerb@carthagetigers.org
8	Greg Walker	2423 Jonathan St Carthage, MO 64836	417-434-8114	gregw@forestpark.church
9	Susan Roland	404 West 1st St Lamar, MO	417-262-0523	csroland5@yahoo.com
10	Jimmy Grimes	729 E Highland Ave Carthage, MO 64836	417-437-4209	jimmygrimes53@gmail.com
11	Colt Atwood	7860 Ivy Road Reeds, MO 64836	832-656-6954	ColtAtwood@prevent-risk.com
12	Bryan Groves	2475 South County Lane 124 Carthage, Mo 64836	417-526-2292	bmgadidas2@hotmail.com

Proposed New Project for Fair Acres Family Y - Sports Pavilion

2600 Grand Ave. Carthage, MO 64836



Perspective View
SCALE: NOT TO SCALE

Sheet Index
T1 Title Sheet
Civil Plans
A1 Floor, Roof Plan, & Schedules
A2 Elevations
A3 Building Sections
A4 Wall Sections
S1.1 Foundation Plan
S2.1 General Notes & Details
E-001 Electrical Specifications
E-101 Electrical Plan
E-601 Electrical Schedules & Details

Project Information
PROJECT ARCHITECT
HUNTER & MILLARD ARCHITECTS, INC.
1501 S. MAIN STREET
JOPLIN, MO 64804
TEL: (417) 626-8874
FAX: (417) 626-8875
WWW.HMARCHITECTS.COM
CONTACT: JAMILLARD@HMARCHITECTS.COM

STRUCTURAL ENGINEER
JAMES W. MILLARD, P.E.
1501 S. MAIN STREET
JOPLIN, MO 64804
TEL: (417) 626-8874
FAX: (417) 626-8875
WWW.HMARCHITECTS.COM
CONTACT: JAMILLARD@HMARCHITECTS.COM

PROJECT PLANNING, HVAC & ELECTRICAL ENGINEER
FORWARD ENGINEERS, INC.
1015 N. 10TH STREET
JOPLIN, MO 64804
TEL: (417) 626-8874
FAX: (417) 626-8875
WWW.FEINC.COM
CONTACT: JAMILLARD@HMARCHITECTS.COM

PROJECT CIVIL ENGINEER
JAMES W. MILLARD, P.E.
1501 S. MAIN STREET
JOPLIN, MO 64804
TEL: (417) 626-8874
FAX: (417) 626-8875
WWW.HMARCHITECTS.COM
CONTACT: JAMILLARD@HMARCHITECTS.COM

Building Code Information
CODE USED: 2015 INTERNATIONAL BUILDING CODE
2015 INTERNATIONAL MECHANICAL CODE
2015 INTERNATIONAL PLUMBING CODE
2015 INTERNATIONAL FIRE CODE
2015 INTERNATIONAL ENERGY CODE
2015 INTERNATIONAL TIRE CODE
2015 INTERNATIONAL TIRE CODE

USE GROUP: ASSEMBLY
CONSTRUCTION TYPE: IS-1 NONCOMBUSTIBLE
FLOORING AREA: ALLOWABLE: UNLIMITED
ACTUAL: 14,000 SF
OCCUPANCY: OPEN SPACE
BARRED REQUIREMENTS: MANAGER OF SITE OPEN TO EXTERIOR
FLOORING REQUIREMENTS: EXISTING
FIRE PROTECTION SYSTEM: NONE IN THIS PROJECT
(IN THE DISTINGUISHED LOCATIONS INDICATED ON AN FLOOR PLAN)

Proposed New Project for
Y - Sports Pavilion
2600 Grand Ave. Carthage, MO 64836

FOR READING
PURPOSES ONLY
NOT FOR
CONSTRUCTION

Drawn By: JAMILLARD
Checked By: JAMILLARD
Date: 07-22-2024
Scale: 1/2" = 1'-0"
Sheet No: 23057
Title Sheet

T1

Fair Acres Family Y - Sport Pavilion

Division #1	General Conditions	67,200.00
Division #2	Dirt / Storm / Seeding	87,360.00
Division #3	Concrete	217,800.00
Division #4	Masonry	0.00
Division #5	Steel	0.00
Division #6	Carpentry	0.00
Division #7	Thermal and Moisture	0.00
Division #8	Doors and Windows	0.00
Division #9	Finishes	0.00
Division #10	Signage	16,800.00
Division #11	Athletic Equipment	11,200.00
Division #12	Furnishings	0.00
Division #13	Pre-Engineered Metal Building	335,960.00
Division #14	Conveying	0.00
Division #15	Mechanical	0.00
Division #16	Electrical	95,200.00
TOTAL		831,520.00



60' X 120'

MULTI-SPORT COURT



60' X 120' FUTSAL COURT

- 9V9 YOUTH FUTSAL
- 7V7 ADULT FUTSAL
- FLOOR HOCKEY
- DODGEBALL
- YOGA
- GROUP EXERCISE



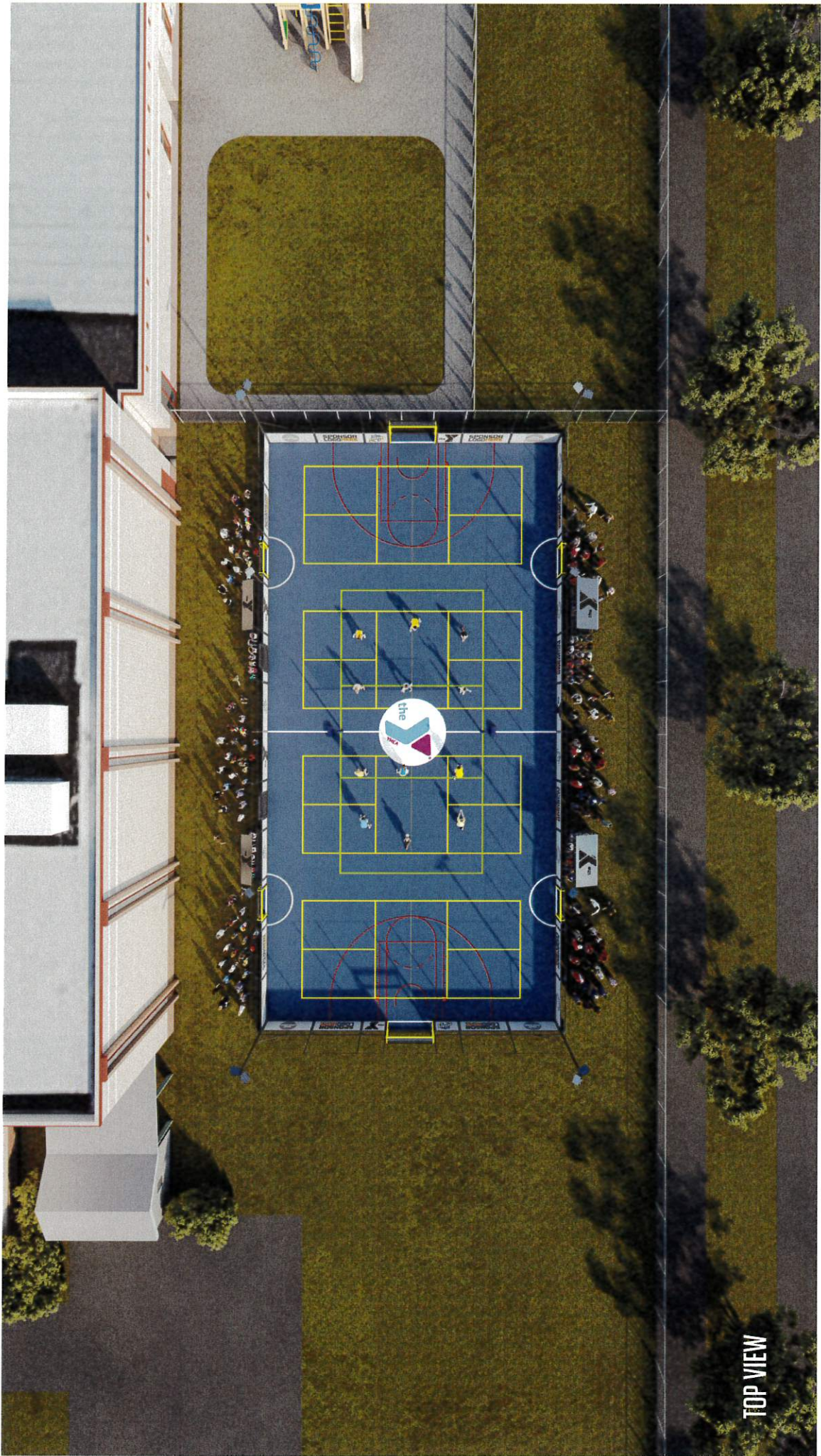
FOUR (4) 30' X 60' PICKLEBALL COURTS



TWO (2) BASKETBALL HALF-COURTS



VOLLEYBALL COURT



TOP VIEW

URBAN SOCCER PARK

CONTRACT



PREPARED FOR:

Fair Acres YMCA

FIELD SPECIFICATIONS & PRICING



ITEMS	PRICE	QTY	SUBTOTAL
USP SYSTEM - 60' x 120'			
☒ Urban Soccer Field: 60' x 120' 60' x 120' Urban Soccer Field with 70' x 130' total footprint 2: 10'w x 6.5'h x 40"d Pro Futsal Goals - Yellow 2: Oxford-style Doors 34: Stanchions 4: 18' Corner Posts w/ Planter Boxes 33: Solid Brandable Wall Panels - Nylon Netting for Endline & Sideline	\$126,603.00	1	\$126,603.00

☒ Street Soccer Sideline Goal - Set of 4 - Side goals allow for field to be converted into two (2) 50' x 60' fields with a 20' center aisle for youth training/development and additional games 6'w x 4'h	\$20,712.00	1	\$20,712.00
☐ Vandal Proof Netting - Endlines 10' sections of Vandal Proof netting along each endline plus 10' wrap on each side	\$4,410.00	1	\$4,410.00
☐ Vandal Proof Netting - Sidelines 10' sections of sideline netting upgraded to Vandal Proof netting	\$4,410.00	1	\$4,410.00
☒ Triple Wire Mesh Wall Panels - Up to 33 per field: Opt for steel triple wire mesh panels for increased strength, field visibility, and airflow - Can be mix-and-match with Solid Brandable Wall Panels	\$0.00	20	\$0.00
☒ LED Light Package: 60' x 120' - Premium LED Flood Light System 4 Poles with 4x480w Light Package 4 Poles with 4x240w Light Package - Dark Sky compliant to maximize field lighting with minimal light pollution	\$26,160.00	1	\$26,160.00
			\$173,475.00

PLAYING SURFACE

☐ Urban Soccer Park Turf: 60' x 120' - USP uses specially engineered, recyclable turf certified for small-sided soccer - Silica Sand and Safeshell infill - Channeled shock pad that ensures soft landings and drastically aids drainage - Designed for G-MAX compliance in accordance with ASTM standards - Includes materials & installation	\$85,780.00	1	\$85,780.00
--	-------------	---	-------------



☒ USP Multi-Sport Court: 60' x 120'	\$85,780.00	1	\$85,780.00
- All-Weather multi-sport flooring - Includes lines for up to 3 sports - Includes materials & installation - Requires a polished concrete pad as the base			
☐ Center Aisle: 20' x 110'	\$29,285.00	1	\$29,285.00
Add additional turf or sport court to activate space between fields to create the feel of a sports complex and an aisle with additional activations and space for players and spectators to watch or warm-up			
			\$85,780.00

FIELD ENHANCEMENTS

☐ Modified Shipping Container - 20'	\$38,967.00	1	\$38,967.00
Can be modified to fit a variety of functions such as entry/exit, office space, storage, changing rooms, storage, concessions			
☐ Three Row Bleacher + Bar Top - 10'	\$5,450.00	2	\$10,900.00
10' Bleacher integrated into system - Bar-Top - Shade Awning			
☒ Single Player Bench + Bar Top - 10'	\$3,815.00	2	\$7,630.00
10' Bench custom and integrated into system - Bar-Top - Shade Awning			
☐ Storage Boxes	\$600.00	1	\$600.00
- Integrated into the field design as functional counterweights - Lockable storage boxes for storing equipment such as balls, pennies, and more for easy access at the field			

☐ Trash Cans - Integrated into the field design as functional counterweights - Trash cans shaped like the UEFA Champions League trophy add an easter egg and help keep your field area free from trash	\$600.00	1	\$600.00
☒ Center Turf/Court Logo 10' diameter center field logo	\$4,825.00	1	\$4,825.00
☒ Logo on Panel - per panel - Logo put onto one side of a panel - Fantastic branding & sponsorship opportunity - Done prior to installation - Requires high-res logo sent ahead of time	\$315.00	8	\$2,520.00
			\$14,975.00

MULTI-SPORT EXTENSIONS

☒ Pickleball Extension Kit - Ready-to-play setup - Includes lines and freestanding net solution on wheels - Only available with USP Multi-Sport Court surface 60' x 120': Up to four (4) pickleball courts	\$995.00	4	\$3,980.00
☒ Basketball Extension Kit - Ready-to-play setup - Includes lines and integrated hoop stanchion installed on endline goal - Only available with USP Multi-Sport Court surface 60' x 120': Up to two (2) basketball half courts	\$4,233.00	2	\$8,466.00



☒ Volleyball Extension Kit	\$2,995.00	1	\$2,995.00
• Ready-to-play setup • Includes lines, freestanding net solution on wheels, and umpire chair • Available with either USP Turf or Multi-Sport Court surface • 60' x 120': Up to two (2) volleyball courts			

\$15,441.00

Subtotal \$289,671.00

5% First-in-State Discount **-\$14,483.55**

4% Paid-in-Full Discount **-\$11,586.84**

Consultation Visit Discount **-\$3,500.00**

Total \$260,100.61



LOGISTICS PRICING

** Pricing good for installation of Field & Components Outlined Above within
12 months of Field Contract Signing*

ITEMS	PRICE	QTY	SUBTOTAL
LOGISTICS			
USP Installation - Under the direction of our Installation Manager, Urban Soccer Park will send our in-house team of Installation Specialists to professionally install your field(s) and surface(s) - Requires at least 30-day notice and subject to availability of USP's Pro Service Installation team	\$15,104.00	1	\$15,104.00
Trucking - Shipping of the field from our warehouse to your location for installation - Includes unloading expenses	\$5,400.00	1	\$5,400.00
Deployment One-time deployment costs for our Idaho-based installation team covers travel, lodging, meals & equipment rentals	\$20,000.00	1	\$20,000.00
Wellness Visit - FREE - To ensure your complete satisfaction, Urban Soccer Park will send your Installation Manager back to your project between 3-to-9 months after installation for a 50-point wellness check - One (1) visit included with field purchase \$6,000 Value	\$0.00	1	\$0.00
			\$40,504.00



Subtotal **\$40,504.00**

Total **\$40,504.00**

PAYMENT TERMS

STANDARD PAYMENT SCHEDULE

Percentage Due	Due Date	Payment Amount
FIELD		
25% Payment - Inventory and Installation Priority Secured - Project Design Confirmation visit scheduled	March 1, 2025	\$65,025.15
75% Payment USP offers a 4% discount for payment in full at the time of signing the Project Design Confirmation	April 1, 2025	\$195,075.46
LOGISTICS		
50% Payment	Upon Scheduling of Installation	\$20,252.00
50% Payment	Upon Substantial Completion of Installation	\$20,252.00
<i>Discounts & Promotion</i>		-\$29,570.39
Field(s) Installed & Delivered Total		\$300,604.61

OPTIONAL INSTALLMENT PLAN

Percentage Due	Due Date	Payment Amount
FIELD		



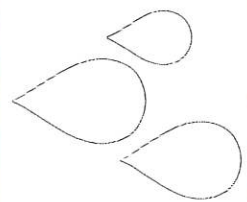
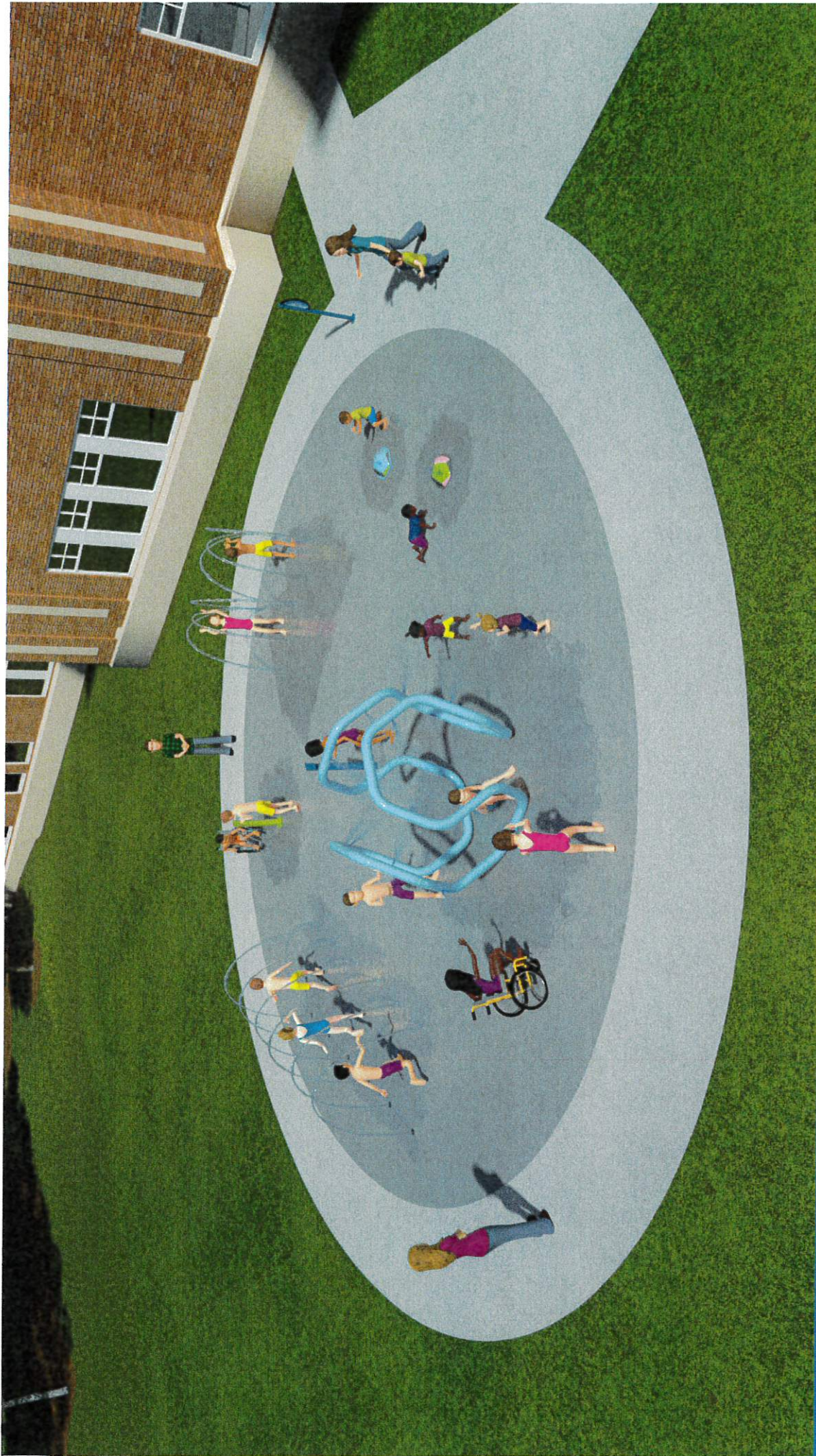
25% Payment	March 1, 2025	\$67,921.86
• Inventory and Installation Priority Secured • Project Design Confirmation visit scheduled		
25% Payment	April 1, 2025	\$67,921.86
• Project Design Confirmation executed • Custom manufacturing begins • Manufacturing lead time of 90 days from receipt of payment		
25% Payment	May 1, 2025	\$67,921.86
25% Payment	June 1, 2025	\$67,921.86
LOGISTICS		
50% Payment	Upon Scheduling of Installation	\$20,252.00
50% Payment	Upon Completion of Installation	\$20,252.00
	<i>Promotion</i>	-\$17,983.55
	Total	\$312,191.45

Initial Below to Confirm Your Payment Schedule & Payment Instructions

Payment Schedule

☐ STANDARD

☐ INSTALLMENTS



Fair Acres Family YMCA

Design# 1167057-02-02 01/27/25

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AATHCO

aquatix.
by landscape structures

AGE APPROPRIATE ZONES

GENTLE ACTIVITY ZONE INFANT/TODDLER

Learning to enjoy texture and water

- Lower, delicate ground sprays
- Lower structures with gentle water formations
- Placement of features close to perimeter and dry zones ensure easy adult supervision and interaction

UNIVERSAL ZONE ALL AGES

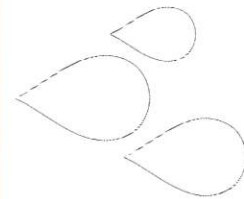
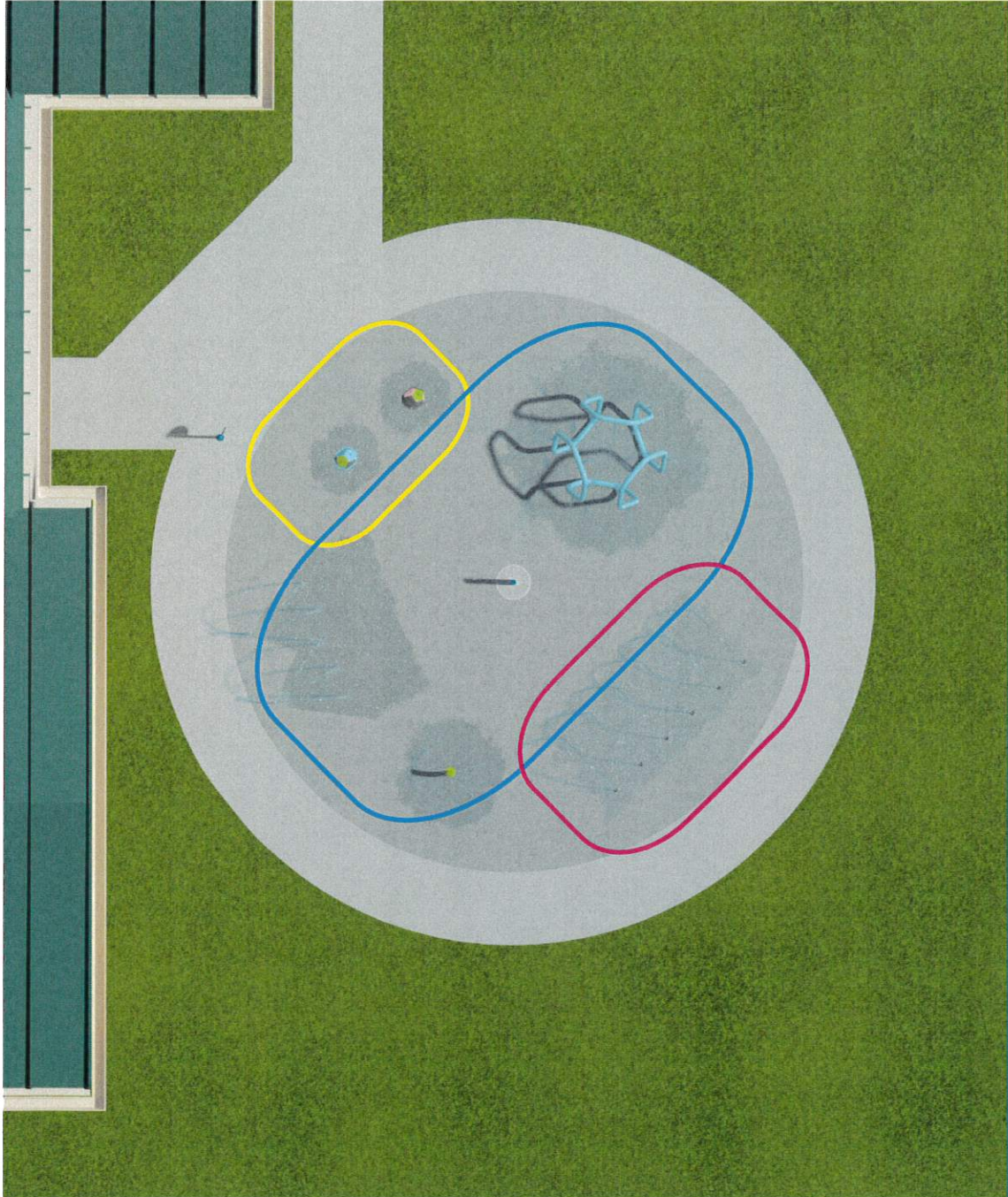
Variety of structures for the whole family

- Unique water formations pour, dump, spray wiggle, launch and spin
- Combines ground spray and structures for all ages
- Centrally placed in splash pad and often a transition zone from Gentle activity to Dynamic

DYNAMIC ZONE 7+ YEARS

Continual excitement and interaction

- High Volume, highly interactive spray features and Climb N Play structures
- Combination of sprays and structures
- Placement of features close to perimeter and dry zones ensure easy adult supervision and interaction



Fair Acres Family YMCA

Design# 1167057-02-02 01/27/25

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Quote



ATHCO Acquisition Corp.
13500 W. 108th St.
Lenexa, KS 66215
Phone: 913-469-5600 Direct: 913-346-3642
athco@athcollic.com
Prepared by: Collin Anderson

Date: 11/11/2024
All prices subject to acceptance within 30 days

To accept this quote, sign here and return

TO: Jonathan Roberts
Fair Acres Family YMCA Splashpad
2600 Grand Ave.
Carthage, MO 64836

Payment Terms Net 30 days

Description	QTY	UNIT PRICE	TOTAL
LSI/AquaSmart Package H		\$ -	\$ 68,492.00
50' Concrete Circle Pad		\$ -	\$ -
Digitally Stamped Eng./Construction Drawings		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -

NOTES: **50% down payment due at time of order; balance to be invoiced upon completion.** Assumes good access to site location. Assumes no rock at footing locations. Water supply line provided by others within 10' of new pad location, including RPZ backflow preventor by others. City/customer supplied water meter, pressure reducing valve and drainage line within 10' of pad. Customer handles and permits necessary for project.

SUBTOTAL	\$ 68,492.00
INSTALLATION OPTION	\$ 144,650.00
FREIGHT	Included
SALES TAX - N/A	N/A

Quote Total \$ 213,142.00

Owner responsible for relocating any utilities at footing locations

Assumes no rock at footing locations. Additional charges for labor and equipment rental will be incurred for removal of rock above or below grade.

Current "Tax Exemption Certificate" required when placing orders for materials only

Proposals with labor (installation/repairs) are subject to sales tax unless a "Project Tax Exemption Certificate" is provided when placing the order

All conditions in this proposal are to be accepted into any subcontract issued by a General Contractor

For orders \$1,000 & over, add 3% to the Quote Total if paying by credit card

Thank you!

Carthage, MO



1 in. = 108ft.

216.0 0 107.98 216.0 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend

- + Fire Hydrant
- Gate Valve Do not Turn
- Gate Valve
- <all other values>
- True
- False
- Hydrant Valve
- <all other values>
- True
- False
- Network Structure
- Production Well
- Water Tower
- Water Distribution Abandoned
- Water Main Break
- + No
- + Yes
- ◆ Water General Point
- Water Distribution Main
- Raw Water Main
- Water Main by Size
- Unknown
- 1"
- 2"
- 4"
- 6"

Notes

RESOLUTION NO. 2081

A RESOLUTION OF THE CITY OF CARTHAGE, MISSOURI, AUTHORIZING THE MAYOR TO ACCEPT A GRANT FROM THE MISSOURI DEPARTMENT OF NATURAL RESOURCES FOR THE DEVELOPMENT OF DESIGN GUIDELINES TO PROTECT THE HISTORIC CHARACTER OF THE CITY OF CARTHAGE

WHEREAS, it is important for the City of Carthage to maintain the irreplaceable historic character of the houses and buildings within the City; and

WHEREAS, the City Council previously approved a budget adjustment for \$15,000 in Resolution 2049, to hire the Architectural Historian to develop these guidelines, and further approved Council Bill 24-52 for the adjustment of funds; and

WHEREAS, the Planning, Zoning, and Historic Preservation Commission desires to engage with The Walker Collaborative to develop these guidelines; and

WHEREAS, the Missouri Department of Natural Resources has issued a grant to help the City of Carthage cover the remaining costs for the development of these guidelines;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, the Mayor is authorized to accept a grant from the Missouri Department of Natural Resources for the amount of \$22,500.00 to help pay for the cost of the development of the design guidelines that will help protect the historic structures within the City of Carthage, Missouri.

PASSED AND APPROVED THIS ____ DAY OF _____, 2025.

Alan Snow, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Budget Ways and Means

CITY ADMINISTRATOR'S OFFICE DONATION REPORT:

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

The City Council has previously approved the supplemental adjustment of funds to provide \$15,000 out of the Central Municipal Activities Professional Services line item to pay for the City's portion of the expense. The State has awarded a grant in the amount of \$22,500 that will be used to pay for the remainder of the project. There are no additional funds needed from the City to complete this project. The Budget Ways & Means Committee will meet to determine a recommendation on the appropriation of these funds. It is recommended that the funds be placed in the General Revenue Fund budget pending Budget Ways & Means Committee recommendations for City Council action regarding appropriations of said funds.



MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS
**HISTORIC PRESERVATION FUND GRANT PROGRAM CFDA 15-904
PLANNING AND OUTREACH GRANT APPLICATION (PAGE 1 OF 5)**

FOR OFFICE USE ONLY	
PROJECT ID NUMBER	DATE RECEIVED
CERTIFIED LOCAL GOVERNMENT IN GOOD STANDING? ☒ YES ☐ NO	

Have you ever served on active duty in the Armed Forces of the United States and separated from such service under conditions other than dishonorable? ☐ YES ☐ NO

QUESTIONS 1-4: GENERAL INFORMATION

1. NAME OF APPLICANT REQUESTING GRANT FUNDS City of Carthage		RECEIVING OFFICIAL Greg Dagnan	
ADDRESS 326 Grant Street	CITY Carthage	STATE MO	ZIP 64836
TELEPHONE NUMBER WITH AREA CODE (417) 237-7003	FAX NUMBER WITH AREA CODE	EMAIL g.dagnan@carthagemo.gov	
UNIQUE ENTITY IDENTIFIER (UEI) NUMBER Duns Number: 943611632			
2. APPLICATION PREPARER Abi Almandinger		IF SAME AS THE APPLICANT, CHECK HERE AND SKIP TO QUESTION #3 ☐	
APPLICATION PREPARER ADDRESS 1220 S. Main Street	CITY Carthage	STATE MO	ZIP 64836
TELEPHONE NUMBER WITH AREA CODE (417) 793-6589	FAX NUMBER WITH AREA CODE	EMAIL abi@visioncarthage.org	
3. CONTACT PERSON FOR APPLICANT Abi Almandinger			
CONTACT PERSON ADDRESS 221 W. 4th Street, Suite 15	CITY Carthage	STATE MO	ZIP 64836
TELEPHONE NUMBER WITH AREA CODE (417) 793-6589	FAX NUMBER WITH AREA CODE	EMAIL abi@visioncarthage.org	
4. STATE SENATOR (ADD ADDITIONAL SHEETS IF REQUIRED): Josh Hawley and Roy Blunt		DISTRICT Carthage, MO	
STATE REPRESENTATIVE (ADD ADDITIONAL SHEETS IF REQUIRED): Bill White and Cody Smith		DISTRICT Carthage, MO	
U.S. REPRESENTATIVE (ADD ADDITIONAL SHEETS IF REQUIRED): Billy Long		DISTRICT MO-007	

QUESTIONS 5-6: APPLICANT'S BACKGROUND [UP TO 15 POINTS]

5. HAS THE APPLICANT ADMINISTERED A MISSOURI HERITAGE PROPERTIES PROGRAM (MHPP) OR HISTORIC PRESERVATION FUND (HPF) GRANT IN THE PAST?	☒ YES ☐ NO
IF YES, DID ANY OF THE GRANT PROJECTS REQUIRE AN EXTENSION TO BE COMPLETED?	☐ YES ☒ NO
WERE MAJOR REVISIONS TO THE SCOPE OF WORK REQUESTED AFTER RECEIVING GRANT FUNDS?	☐ YES ☒ NO
HAS THE APPLICANT HAD TO WITHDRAW A PREVIOUS MHPP OR HPF GRANT PROJECT AND DE-OBLIGATE FUNDING?	☐ YES ☒ NO
DOES THE APPLICANT HAVE ANY ACTIVE MHPP OR HPF GRANTS STILL PENDING? (IF YES, HOW MANY AND WHAT YEAR WERE THE PROJECTS AWARDED? IF THE PROJECT IS ACTIVE, HOW CLOSE IS IT TO COMPLETION?)	☐ YES ☒ NO

6. PLEASE DESCRIBE ANY EXPERIENCE THE APPLICANT HAS IN ADMINISTERING A PLANNING OR TRAINING GRANT SIMILAR TO THIS ONE.

The City of Carthage, in partnership with Carthage Historic Preservation, applied for, received, and administered a flooring workshop grant in 2020. In 2021, The City of Carthage was awarded funding for Phase 1 of a 3 part larger initiative to build consensus and a unified vision among the Commission and City leaders to enhance Historic Preservation in Carthage. Phase 1 of the project was dedicated towards CAMP training. The proposed project in the enclosed application requests funding for Phase 2 of the initiative to include the drafting of historic preservation plans.



QUESTION 7-10: PROJECT SUMMARY AND DESCRIPTION [UP TO 40 POINTS]

7. PROJECT TYPE (CHECK ONE):

☒ PLANNING

☐ OTHER _____

☐ OUTREACH

8. PROJECT TITLE

City of Carthage Historic Preservation Planning Project - Design Guidelines

9. DESCRIPTION/SCOPE OF WORK FOR THE PROJECT: PLEASE PROVIDE A DETAILED DESCRIPTION OF THE PROPOSED PROJECT. IF THE PROPOSED PROJECT IS EDUCATION OR OUTREACH, PLEASE DESCRIBE THE PURPOSE OF THE TRAINING, HOW MANY PEOPLE ARE ESTIMATED TO ATTEND, AND HOW IT WILL HELP THE APPLICANT AND/OR OTHERS INTERESTED IN HISTORIC PRESERVATION. IF IT IS PLANNING, PLEASE INDICATE WHAT TYPE OF PLANNING DOCUMENT WILL RESULT FROM THE PROJECT (E.G. PRESERVATION PLAN, DESIGN GUIDELINES, ETC.). IF THIS IS AN UPDATE OR NEW DOCUMENT, AND HOW IT WILL IMPACT THE COMMUNITY.

NOTE: RESPONSE SECTION ON THIS QUESTION SHOULD FILL A WHOLE PAGE

Jasper County was formed in 1841 and the City of Carthage was chosen as the county seat. The city is the site of the first known battle of what would become the Civil War. After the Civil War, the city grew significantly with the addition of the Missouri Western Railroad. Currently, the area is home to over 15,000 residents. The City of Carthage along with several other area nonprofits, Commissions, area Foundations, and planning agencies are in the process of significant planning and implementation phases of economic development activities designed to encourage not only economic growth, but also to encourage cultural activities, tourism, parks and recreation programs, and to preserve the City's rich history.

For example, storefronts in the Downtown Historic District are some of the finest in the community. However, many have suffered through years of insensitive changes, lack of maintenance, or outright neglect. Attractive storefronts and buildings also can have a significant effect on the marketability and livability of the surrounding area. To encourage business and property owners to reinvest in a vibrant Downtown Historic District, Vision Carthage (a nonprofit committed to promoting the beautification and revitalization of Carthage through volunteerism, partnerships, community and business engagement) created the Façade Improvement Program. The Façade Improvement Program (Program) is designed to help property owners or tenants renovate or rehabilitate the entire façade of their building in projects that promote retail activity, create an attractive environment, encourage high-quality architectural design, use high-quality materials, and enhance neighborhood character. Projects meeting these objectives are eligible for a reimbursement grant for up to one-half of the costs of the eligible façade improvements.

Carthage's historic districts were created in the 1980s. At this time, those who live in these districts often do not know they live in such a district, there is much uncertainty about what it means to live in a historic district, and no support, promotion, or marketing of these historic districts. Significant changes have occurred in the past and in addition to wanting to re-educate and/or educate our commissioners and other important and interested parties about our districts, updated design guidelines are needed to guide preservation activities particularly in light of renewed historic preservation interest, tourism activities, and expanded economic development activities (particularly in the wake of the COVID-19 pandemic). We also learned in our CAMP Core training that we do not actually have districts, we have landmarks, as each property was individually adopted into the "district". Design guidelines are very lax and need to be updated as the guidelines have not been assessed since their inception in 1986.

As noted above, in 2021, The City of Carthage was awarded funding for Phase 1 of a 3 part plan building consensus among the Commission and City leaders to enhance Historic Preservation in Carthage.

Phase 1 of the project included CAMP CORE training to enhance education and awareness that will increase the effectiveness of planning, zoning and local historic preservation programs throughout the City. The Commission Assistance and Mentoring Program (CAMP) is the signature training offered by the National Alliance of Preservation Commissions (NAPC). CAMP is led by qualified preservation professionals in support of NAPC's mission to build strong local preservation programs. Training topics included preservation basics, meeting procedures, legal basics, role of commissioners, standards and guidelines of design review and community outreach. The 8 hour, one day, training was held in the fall of 2022.

The proposed project in the enclosed application requests funding for Phase 2 of the initiative to include the updating of design guidelines. The purpose of Phase 2 is to provide better guidelines to assist property homeowners in understanding what is and is not allowed for improvements or changes they want to make to their homes if they live inside the historic districts. An approved historic planning contractor will be hired with project funds to establish historic preservation guidelines across the City and will provide 2 drafts. A public meeting will be held to encourage discussion and contribution to guideline creation and feasibility.

Since the primary goal of the 3 phase project is to build consensus and a common vision to help advance Carthage's unique historic preservation districts, the project will benefit all residents of Carthage as well as ongoing economic development and tourism activities.



MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS

**HISTORIC PRESERVATION FUND GRANT PROGRAM CFDA 15-904
PLANNING AND OUTREACH GRANT APPLICATION (PAGE 3 OF 5)**

10. WILL A PUBLISHED DOCUMENT RESULT FROM THIS PROJECT? IF YES, PLEASE INDICATE HOW MANY COPIES WILL BE PRINTED AND IF IT WILL BE MADE AVAILABLE ELECTRONICALLY AND WHERE:
☒ YES ☐ NO City of Carthage Historic Design Guidelines (once completed available online)

QUESTION 11-14: PROJECT PLANNING AND IMPLEMENTATION [UP TO 10 POINTS]

11. HOW DOES THIS PROJECT MEET A NEED IDENTIFIED IN THE STATEWIDE COMPREHENSIVE HISTORIC PRESERVATION PLAN AND/OR A LOCAL OR REGIONAL MASTER PLAN?
(IF THIS IS A LOCAL OR REGIONAL PLAN, PLEASE PROVIDE A COPY OR LINK TO THE PLAN AND CITE THE RELEVANT SECTION)

As a Certified Local Government, the project builds consensus among the Commission and City leaders to enhance Historic Preservation in Carthage, Missouri. This fulfills Goal 5 in the State historic preservation plan. Historic Preservation is also mentioned in the City of Carthage Comprehensive Plan.

12. DID THE APPLICANT SOLICIT PUBLIC OPINION CONCERNING THIS PROJECT WITHIN THE PAST 12 MONTHS?

☐ YES (IF YES, DESCRIBE HOW AND PROVIDE THE DOCUMENTATION OUTLINED IN THE SUPPORTING DOCUMENTATION CHECKLIST.)

☒ NO (IF NO, INDICATE IF THE PUBLIC WILL BE GIVEN AN OPPORTUNITY TO COMMENT AND HOW)

A public opinion meeting will be held that will include key stakeholders to review and contribute to design guidelines as advised by the SHPO approved consultant.

13. IS THIS PART OF A LARGER PROJECT OR ONGOING EDUCATION/OUTREACH PROGRAM (E.G. LECTURE SERIES OR ANNUAL CONFERENCE)?
IF SO, PLEASE EXPLAIN ANY SPECIAL FUNDING SOURCES (E.G. REGISTRATION FEES OR OTHER GRANTS) AND ANY STATE OR LOCAL SUPPORT GROUPS INVOLVED IN ITS PRODUCTION.

As noted above, the enclosed project is part of a larger 3 part initiative to build consensus among the Commission and City leaders to enhance Historic Preservation in Carthage. Phase 1 of the project was dedicated towards CAMP training. This training was anticipated to provide a follow up report that would assist with the next steps and goals for historic preservation planning. The proposed planning project will assist with the creation of historic preservation guidelines for the City and other key stakeholders in partnership with a SHPO approved consultant. Phase 3 of the project includes consensus and vision building among the public and key stakeholders as well as community outreach and education on the historic guidelines created with Phase 2 of the project.

14. ARE THERE CURRENTLY ANY THREATS OR CHALLENGES THAT THIS PROJECT WILL ADDRESS (E.G. TRAINING TO ASSIST COMMISSIONERS IN MAKING DEFENSIBLE DECISIONS)?
IF SO, PLEASE DESCRIBE.

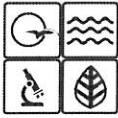
Historic guideline creation will assist in providing key determinations for historic preservation mitigating challenges and threats in the City's efforts to ensure uniform standards and information to encourage significant investments over the next decade. Current threats or challenges to these efforts (i.e. outdated guidelines) are intended to be mitigated by this project.

QUESTIONS 15-17: PROJECT BUDGET ESTIMATE AND BUDGET DETAILS [UP TO 10 POINTS]

15. FOR EACH COST CATEGORY, FILL OUT THE BUDGET TABLE (BELOW) WITH THE GRANT AMOUNT REQUESTED AND THE MATCHING AMOUNT PROVIDED BY THE APPLICANT AND/OR DONOR.
(USE WHOLE DOLLAR AMOUNTS ONLY. THE GRANT AWARD GENERALLY WILL NOT EXCEED \$50,000, AND THE MINIMUM MATCH PERCENTAGE IS 40%).

TO DETERMINE PERCENT OF MATCHING FUNDS: A. ADD THE NON-FEDERAL/LOCAL CASH AND NON-FEDERAL/LOCAL IN-KIND AMOUNTS FOR THE TOTAL MATCHING FUNDS. B. DIVIDE THE TOTAL MATCHING FUNDS BY THE TOTAL PROJECT COST. THIS WILL GIVE YOU THE PERCENTAGE OF MATCHING FUNDS. 66% C. INDICATE MATCHING FUNDS PERCENTAGE HERE: _____	MATCHING FUNDS POINT VALUES	
	% MATCH	POINTS
	60% AND UP 50%-59% 40%-49%	10 6 3

COST CATEGORY	FEDERAL (GRANT REQUEST)	NON-FEDERAL/ LOCAL CASH	NON-FEDERAL/ LOCAL INKIND	TOTAL
CONTRACTOR	\$ 20000	\$	\$	\$ 20000
PERSONNEL	\$ 2500	\$	\$ 7500	\$ 10000
SUPPLIES	\$	\$	\$ 3500	\$ 3500
EQUIPMENT	\$	\$	\$	\$ 0
TRAVEL/LODGING	\$	\$	\$	\$ 0
OTHER (PLEASE SPECIFY)	\$	\$	\$ 3000	\$ 3000
OTHER (PLEASE SPECIFY)	\$	\$	\$ 1000	\$ 1000
TOTAL	\$ 22500	\$ 0	\$ 15000	\$ 37500



MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS

**HISTORIC PRESERVATION FUND GRANT PROGRAM CFDA 15-904
PLANNING AND OUTREACH GRANT APPLICATION (PAGE 4 OF 5)**

16. PROVIDE DETAILED INFORMATION ABOUT THE BUDGET ITEMS WITHIN EACH COST CATEGORY

Contractor: A SHPO approved consultant is projected to cost approximately \$20,000.

Personnel: Approximately \$2,500 is designated for project management, solicitation of a contractor and the review of bids, and the costs associated with event/meeting planning and coordination (Designated Project Manager: TBD). This includes 100 hours (@\$25/hr) of personnel time for the project over the course of 1 year that includes event coordination, etc. City administrative costs for the project is valued at \$7,500 (300 collective hours over the course of one year @\$25/hr) and includes project oversight, staff participation in meetings, and other City related staff meetings and project administrative and participation costs.

Supplies: Approximately \$3500 is anticipated for project related supplies (including office supplies such as paper, ink, utility and office space)

Meeting Costs: \$3000 is projected specifically for public meeting costs and includes handouts (\$200), sound equipment (\$200), marketing and other related costs (\$2200).

Venue Costs: \$1000 is projected for public meeting and stakeholder meeting venue costs.

Match Costs: It is significant to note that match costs are already covered by the City of Carthage budget (unless otherwise noted) and therefore included in the 'in-kind' portion of the line item budget.

17. PROVIDE THE SOURCE OF MATCH. PROVIDE A COPY OF THE APPLICANT'S RESOLUTION OR LETTER AUTHORIZING IT TO MAKE APPLICATION FOR THE GRANT AND THE NAME AND LETTER OF INTENT (INCLUDING AMOUNT) OF ALL OTHER DONORS PROVIDING MATCH.

DONORS	CONTRIBUTION
City of Carthage	\$15,000

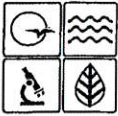
QUESTION 18: [5 POINTS]

PROVIDE A DETAILED NARRATIVE OF THE TIMELINE FOR THE PROJECT. PLEASE PLAN ON A PROJECT THAT IS ACHIEVABLE WITHIN A EIGHTEEN-MONTH PERIOD. THE NARRATIVE SHOULD INCLUDE PLANS FOR PROCUREMENT, PUBLIC MEETINGS, PROJECT ACTIVITIES, AND REIMBURSEMENT.

The project is projected to be one year in length, however may need to be adjusted depending on the advice of the SHPO consultant once determined. The current projected timeline includes solicitation of a SHPO approved consultant (April-July, 2023); a public meeting (August, 2023); meetings with key stakeholders in design guidelines such as the City Planning and Zoning Department, historic preservation organizations and agencies, and others in the process of design creation with Draft 1 of guidelines projected to be completed on or by October of 2023. The draft guidelines will be reviewed by key stakeholders, historic preservation organizations and agencies from Nov 2023-Jan 2024 and then presented to PZ in Jan of 2024. Feedback from PZ and other stakeholders will inform the Draft 2/Final guidelines (projected in March of 2024) and presented to City Council in April of 2024. Final guidelines are projected to be approved in April of 2024 by City Council.

QUESTION 19: DELIVERABLE TIMELINE/MONTH [5 POINTS]

1. April-June 2023- Solicit Consultant	7. Jan, 2024-Guidelines presented to PZ	13.
2. July, 2023-Execute Contract with Con	8. Feb, 2024-Meeting with Stakeholders	14.
3. Aug 2023 - Public Meeting	9. March, 2024- Draft Guidelines 2	15.
4. Sept, 2023- Meeting with Stakeholders	10. April, 2024- Guidelines to Council	16.
5. Nov, 2023- Draft Guildelines 1	11. April, 2024-Guidelines Approved	17.
6. Nov-Jan Design Guideline Review	12.	18.



MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS
HISTORIC PRESERVATION FUND GRANT PROGRAM CFDA 15-904
PLANNING AND OUTREACH GRANT APPLICATION (PAGE 5 OF 5)

QUESTION 20: PRE-APPLICATION [5 POINTS]

20. DID THE APPLICANT ADDRESS ALL COMMENTS BY THE STATE HISTORIC PRESERVATION OFFICE NOTED IN THE PRE-APPLICATION? ☒ YES [5 POINTS] ☐ NO [0 POINTS]

DISCRETIONARY BOARD MEMBER CRITERIA [UP TO 10 POINTS]

AT LEAST FOUR MEMBERS OF THE STAFF WILL REVIEW AND SCORE THE HPF GRANT APPLICATIONS. THE SCORING TEAM MAY AWARD THE PROJECT ADDITIONAL POINTS BASED UPON THEIR SUBJECTIVE EVALUATION OF THE APPLICATION, NOTABLY THE DETAILS PROVIDED IN THE "PROJECT SUMMARY AND DESCRIPTION" AND "PROJECT PLANNING AND IMPLEMENTATION" SECTIONS.

SUPPORTING DOCUMENTATION CHECKLIST

USE THE BELOW CHECKLIST TO ENSURE THE PROJECT APPLICATION IS COMPLETE (FOR MORE INFORMATION SPECIFIC TO EACH ITEM, REFER TO THE APPLICATION INSTRUCTIONS)

☐ EXAMPLE OF THE TYPE OF OUTREACH PROJECT (E.G. BROCHURE FROM PREVIOUS CONFERENCE OR FLIER FROM PREVIOUS WORKSHOP)	☒ RESOLUTION OR APPLICANT'S LETTER OF SUPPORT
☐ PROOF OF PUBLIC INVOLVEMENT	☒ RESOLUTION OR LETTER OF SUPPORT FROM THE HISTORIC PRESERVATION COMMISSION WITH PRIMARY JURISDICTION WHERE APPLICABLE
☐ SIGNED LETTERS OF COMMITMENT OR INTENT TO DONATE	☒ COPY OF LOCAL OR REGIONAL PLAN REFERENCED IN QUESTION 11.
☒ E-VERIFY	

CERTIFICATION OF RESPONSIBLE PERSON

A RESPONSIBLE OFFICIAL FROM THE APPLICANT'S ORGANIZATION MUST SIGN AND DATE THE APPLICATION. APPLICATIONS WITHOUT SIGNATURE WILL NOT BE SCORED.

"I hereby certify that the information contained in this application packet is true and correct to the best of my knowledge. I understand that the application will be rated solely on the information provided on the application and in the enclosed supporting documentation. The submission of incorrect information and the lack of required documentation can result in this application being withdrawn from consideration for funding."

SIGNATURE

TITLE

Mayor

PRINTED NAME

Dan Rife

DATE

11/15/2022

COMPLETED APPLICATION

The Department of Natural Resources is now using an online [Funding Opportunities Portal](https://modnr.force.com/CommunityCustomLoginPage) to receive and manage grants. This system allows project sponsors applying for funding to submit their applications, track the status of the award, and to submit invoices and reports electronically. Project sponsors need to request access to the system so they may submit the grant application in the portal.

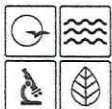
To request access to the system:

- Go to the Department's [Funding Opportunity Portal](https://modnr.force.com/CommunityCustomLoginPage) - <https://modnr.force.com/CommunityCustomLoginPage>.
- Under New User, click the "Click Here" link to request an account.
- Complete and submit the **Funding Opportunity Portal Access Request** form.
- Check Historic Preservation-at the bottom of the form, in the section used to indicate the program(s) in which you are interested in apply for financial assistance. You may select other options in addition to Historic Preservation.

This form may take 24-48 hours to process, so portal access should be set up early in the application process. Once processed, project sponsors will receive an email with log on credentials.

If project sponsors are unable to access the [Funding Opportunity Portal](https://modnr.force.com/CommunityCustomLoginPage), they can submit **two copies** of the completed application to the address below:

Missouri Department of Natural Resources
Missouri State Historic Preservation Office
Attn: Grants Manager
PO Box 176
Jefferson City, MO 65102-0176



MISSOURI DEPARTMENT OF NATURAL RESOURCES

FINANCIAL ASSISTANCE AGREEMENT

Assistance as described herein is hereby offered and accepted effective upon signature of authorized officials for the dates indicated in Budget Period and Project Period below.

RECIPIENT INFORMATION

RECIPIENT NAME City of Carthage		RECIPIENT TELEPHONE NUMBER WITH AREA CODE (417) 237-7003	
ADDRESS 326 Grant Street	CITY Carthage	STATE MO	ZIP CODE 64836
UNIQUE ENTITY ID SAMZDYZNNKUKHH9	AWARD NUMBER P23AF00890-006	BUDGET PERIOD 09/01/2023-05/15/2025	PROJECT PERIOD 09/01/2023-05/15/2025
RECIPIENT PROJECT MANAGER NAME Greg Dagnan	RECIPIENT PROJECT EMAIL ADDRESS g.dagnan@carthagemo.gov	PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (417) 237-7003	

PROJECT INFORMATION

RECIPIENT PROJECT TITLE AND PROJECT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)

City of Carthage: City of Carthage Historic Preservation Planning Project - Design Guidelines - the total cost of this project is \$37,500.00. The amount of the grant is \$22,500.00. The City of Carthage has committed to paying all costs in excess of \$37,500.00.

Attachment A: Scope, Purpose, and Description of Grant Activities

Attachment B: Terms and Conditions (revised: 1/27/2021)

Attachment C: Special Conditions

TYPE OF ASSISTANCE New Award ☒ Amendment ☐	SOURCE OF FUNDING Federal ☒ State ☐ Other ☐	CFDA NUMBER 15.904	CFDA NAME Historic Preservation Fund Grants-In-Aid
STATE PROJECT MANAGER NAME Andrew Dial		STATE PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (573) 751-7958	INDIRECT COST RATE FOR RECIPIENT
RESEARCH AND DEVELOPMENT YES ☐ NO ☒	RESEARCH AND DEVELOPMENT COMMENTS IF NEEDED		

PROJECT FUNDING	Original Amount	Original Percentage	Amended Amount	Amended Percentage	Total Amount	Total Percentage
Federal Award:	\$ 22,500.00	60.00 %	\$	0.00 %	\$ 22,500.00	60.00 %
State/Other Award:	\$	0.00 %	\$	0.00 %	\$ 0.00	0.00 %
Recipient Match:	\$ 15,000.00	40.00 %	\$	0.00 %	\$ 15,000.00	40.00 %
Total Award:	\$ 37,500.00	100.00 %	\$ 0.00	0.00 %	\$ 37,500.00	100.00 %

AGREEMENT ADMINISTRATION

THE ATTACHMENTS IDENTIFIED BELOW ARE INCORPORATED BY REFERENCE AS THOUGH FULLY RESTATED HEREIN. THE RECIPIENT AGREES TO ADMINISTER THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS INCLUDING, BUT NOT LIMITED TO:

APPLICABLE PROGRAM GUIDELINES National Historic Preservation Act. 36CFR61, RsMo253.408		APPLICATION NUMBER	RECIPIENT APPLICATION, AS NEGOTIATED, DATED 11/15/2022		
BUDGET PLAN Attachment # A	DETAILED SCOPE OF WORK Attachment # A	SPECIAL CONDITIONS Attachment # B&C	GENERAL TERMS AND CONDITIONS Attachment # B&C	SUSPENSION/DEBARMENT Attachment # B	PUBLIC LAW Attachment #
PUBLICATIONS Attachment #	EPA MBE/WBE UTILIZATION Attachment #	CERTIFICATE REGARDING LOBBYING Attachment #	INVOICE Attachment #	ADDITIONAL ATTACHMENTS Attachment #	Attachment #

AMENDMENT INFORMATION

AMENDMENT ID AMENDMENT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)

FEDERAL AWARD INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

FEDERAL AWARD PROJECT TITLE AND DESCRIPTION

2023 Historic Preservation Fund Grant to Missouri: The objective is to provide Historic Preservation Fund money to State Historic Preservation Officers for the protections and conservation of state and local cultural and historic assets, and to assist them in executing their historic preservation programs and activities pursuant to 54 U.S.C. 300101 et seq (commonly known as the National Historic Preservation Act).

FEDERAL AWARDOING AGENCY National Park Service		FEDERAL AWARD ID NUMBER P23AF00890	PASS THROUGH ENTITY NAME MoDNR, State Historic Preservation Office	
FEDERAL FUNDING YEAR 2023	FEDERAL AWARD DATE July 10, 2023	TOTAL AMOUNT OF FEDERAL AWARD \$ 1,236,513.00		INDIRECT COST RATE FOR MoDNR 15 %
HAVE YOU OR AN IMMEDIATE FAMILY MEMBER EVER SERVED IN THE U.S. ARMED FORCES? YES ☐ NO ☒ *This question is optional.				
IF YES, WOULD YOU LIKE INFORMATION ABOUT MILITARY-RELATED SERVICES IN MISSOURI? YES ☐ NO ☒ *This question is optional.				

APPROVAL

I am at least 18 years old, and certify I am duly authorized to accept this award for recipient using electronic signature. The recipient understands and agrees it is a condition precedent to receive reimbursement that recipient comply with and is not in breach or default of all terms and conditions of this award stated above and attached hereto, and that no request for reimbursement will be processed unless it is presented in proper form.

RECIPIENT ORGANIZATION AUTHORIZED OFFICIAL NAME AND TITLE (TYPED)

Dan Rife, Mayor

SIGNATURE

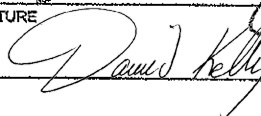


DATE

10-10-23

DEPARTMENT OF NATURAL RESOURCES DIRECTOR OR DESIGNEE NAME (TYPED)

SIGNATURE



DATE

10/27/2023

780-2664 (2-23)

**ATTACHMENT A:
SCOPE, PURPOSE AND DESCRIPTION OF GRANT ACTIVITIES**

City of Carthage
City of Carthage Design Guidelines
Project No. P23AF00890-006

Starting Date: September 1, 2023

Ending Date: May 15, 2025

I. SCOPE AND PURPOSE:

The City of Carthage will hire an architectural historian (herein referred to as the “consultant”) who meets the Secretary of the Interior’s Professional Qualifications to work with the City of Carthage and the Planning, Zoning, and Historic Preservation Commission to develop and adopt Design Guidelines that can be used with the city’s historic districts. The design guidelines for this project are intended to be general and utilized by newly established historic districts until more specific guidelines can be written. The new Design Guidelines will be used to protect the irreplaceable historic character of the City of Carthage.

The new Design Guidelines will illustrate the design review criteria required in Sections 17-56 through 17-58 of the Carthage Code of Ordinances and as has been established by the city’s Planning, Zoning, and Historic Preservation Commission. These guidelines will provide guidance to those applying for Certificates of Appropriateness (COA) and assist the members of the City of Carthage Planning, Zoning, and Historic Preservation Commission in reviewing a COA for approval. They will also help city staff and elected officials to understand the city’s expectations for the issuance of a COA when required for a property within this historic district.

Developing local guidelines is an eligible grant assisted activity for the Historic Preservation Fund (HPF Grants Manual Chapter 6(G)(c)). These Design Guidelines advance Goal 5 “Integrate historic preservation strategies into planning and routine procedures at all levels of government” of Missouri’s 2018-2024 Statewide Preservation Plan.

II. ACTIVITIES AND FUNCTIONS:

City staff will serve as the primary point of contact for this project and will be expected to ensure milestones are submitted to the Historic Preservation Fund (HPF) Grant Manager on a timely basis.

A. Consultant Selection Process

The City of Carthage will hire a professional who meets the *Secretary of the Interior’s Professional Qualifications Standards* for an historic architect as outlined in Exhibit 1, to conduct the survey. The Request for Proposal (RFP) sent to consultants shall include a copy of Attachment A: Scope, Purpose and Description of Grant Activities, the Milestone Schedule, and Exhibit 3 from the Grant Agreement with budgetary information removed. Pursuant to 2 CFR 200.331, the sub-recipient shall require the language of the certification and terms applicable to financial assistance awards to be included in sub-award documents at all tiers, and sub-recipients shall certify and disclose accordingly. All contractual deadlines with the consultant shall not conflict with milestone deadlines set in the grant agreement. A draft of the RFP will be sent to the HPF Grant Manager **prior to initiating the bid process**. Documentation of the consultant selection process and a draft of the consultant contract shall be submitted to the HPF Grant Manager or their designee for approval **before it is signed**.

The consultant selection process shall produce the following products:

1. A **draft of the RFP** for review prior to the initiation of the bid process.
2. A documentation of the **consultant selection process** and a draft of the consultant contract **prior to signature**. This documentation includes:
 - a. Indication of who the RFP was sent to and when
 - b. Copies of all responses received (proposals and responses of no bid)
 - c. Score sheets/an explanation for why a consultant was chosen
 - d. The unsigned draft consultant contract noted above
3. A copy of the signed **consultant contract**.

B. Preparation of New Design Guidelines

The consultant will prepare the new Design Guidelines document based on guidance from the city's guidelines workgroup. The design guidelines for other historic districts should be reviewed to understand how they express and illustrate preservation concepts. Upon request the SHPO office can provide links to example design guidelines for other Missouri communities. The new Design Guidelines shall include sections for, but not necessarily be limited to, the maintenance and rehabilitation of commercial, residential, and industrial buildings; buildings to be constructed as infill on empty lots; signs (both fixed and moveable); site planning; street furniture and streetscape. They shall also include information on the maintenance, repair and replacement of materials as well as guidance on new construction in the district.

The guidelines workgroup should provide to the consultant what they have identified as the special character of the locally-designated Historic Districts and the properties needing to be protected. The consultant shall work with the guidelines workgroup while drafting an illustrated history that identifies significant characteristics and features of the districts and how they may be treated under the Standards.

Drafts of the new Design Guidelines at approximately 30% and 70% will be required to be submitted to the SHPO for review, comment, and approval. The definitions of 30% and 70% will be determined in consultation between the consultant, the city, and the SHPO. They shall include as much visual data as is practicable to demonstrate the various recommendations, including line drawings, photographs, plans, renderings and/or other graphics. Photographs and renderings are preferred to be in color; line drawings and plans may be in black and white. Each draft will contain the visual data expected to be used for the text that is included when it is submitted to the SHPO for review.

At least one month prior to submitting each version (30%, 70% & 100%) of the new Design Guidelines to SHPO the consultant shall make a presentation to the Historic Preservation Commission with the general public invited. During these presentations the consultant will actively solicit ideas to incorporate into the new Design Guidelines and address questions from those in attendance. For each presentation the consultant shall provide adequate notice to be placed on the Historic Preservation Commission agenda and to allow the city to post notice to the public for at least two weeks. A sign-in sheet will be required to be kept and provided to the SHPO for each presentation.

The Design Guideline process shall produce the following products:

1. The consultant will set up a time with the HPF Grant Manager or their designee to discuss the expectations of the project before it begins. An email documenting the discussion will be sent to the HPF Grant Manager or their designee by the consultant.

2. Documentation of the first public meeting, including press release, newspaper/web advertisement and sign-in sheet.
3. A first draft of the Design Guidelines (30%) in Word format. If the document size exceeds 10MB a means acceptable to SHPO for submitting besides email will need to be used to deliver the draft document.
4. Documentation of the second public meeting, including press release, newspaper/web advertisement and sign-in sheet.
5. A second draft of the Design Guidelines (70%) in Word format. If the document size exceeds 10MB a means acceptable to SHPO for submitting besides email will need to be used to deliver the draft document.
6. The final version of the new Design Guidelines in electronic format using an approved file transfer option
7. A link to the final version of the new Design Guidelines on the City of Carthage's website. The Design Guidelines will be posted to the city's website and will continue to be publicly posted until a newer version of the document is developed.
8. Documentation of the third (final) public meeting, including press release, newspaper/web advertisement and sign-in sheet.

III. SPECIAL CONDITIONS

- A. As a recipient of a federal subaward, the City of Carthage is subject to the requirements of 2 CFR 200.1 "Subaward", 200.101 "Applicability", and 200.331 "Requirements for pass-through entities."
- B. The procedures and requirements contained herein are subject to applicable laws and regulations, and any changes made to these laws and regulations, subsequent to the execution of this agreement. In the event that these procedures and requirements conflict with applicable federal laws, regulations and policies, the following order of precedence will prevail:
 1. Federal law
 2. Code of Federal Regulations
 3. Terms and conditions of grant award
 4. Historic Preservation Fund Grant Manual

The provisions included herein shall also be applied by the State to subgrantees and contractors performing work under this program.

- C. It is agreed that if the project should fall one (1) month behind the milestones, the Missouri Department of Natural Resources has the right unilaterally to terminate or reduce the dollar amount of this agreement. In addition, if the Department determines that full termination is warranted, the Department shall be sole authority in determining the amount of compensation

owed.

- D. All work requiring expertise in history, archaeology, architectural history, architecture, or historic architecture will either be supervised or completed by personnel who meet the *Secretary of the Interior's Professional Qualifications* as listed in Exhibit 1.
- E. All content related to the treatment of historic properties shall conform to the *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings*. The Standards and Guidelines can be found here: <https://www.nps.gov/orgs/1739/upload/treatment-guidelines-2017-part1-preservation-rehabilitation.pdf> and <https://www.nps.gov/orgs/1739/upload/treatment-guidelines-2017-part2-reconstruction-restoration.pdf>
- F. The City of Carthage Planning, Zoning, and Historic Preservation Commission will have an opportunity to review and comment on milestone products before they are submitted to the HPF Grant Manager or their designee if they so choose. Any Commission comments will be submitted with the corresponding milestone to the HPF Grant Manager or their designee.
- G. All grant project funded publications, books, brochures and all public meeting notices regarding this grant project shall include the following acknowledgement:

This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior, of the U.S. Government and Missouri Department of Natural Resources, State Historic Preservation Office. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Department of Natural Resources, State Historic Preservation Office, nor does the mention of trade names or commercial products constitute endorsement or recommendation.

[This acknowledgement may be in any size type on the notice]

- H. The HPF Grants Manager or their designee shall approve all rates of pay above the minimum wage for costs in the Personnel category. Costs in the Personnel category will conform to the HPF Grants Manual Chapter 13 (B)(12) and 2 CFR 200.430. The City of Carthage staff is expected to track staff hours and volunteer time using Appendix C of the *Requesting Reimbursement for Grant Expenditures* Packet included as Exhibit 2. Reimbursement of Personnel costs shall not occur without documentation of the time spent and the rate of pay.

Project work will be completed and payments made according to the milestone/payment schedule and project budget that follows.

MILESTONE/PAYMENT SCHEDULE
City of Carthage
City of Carthage Design Guidelines
Project No. P23AF00890-006

Starting Date: September 1, 2023

Ending Date: May 15, 2025

<u>Milestone</u>	<u>Product</u>	<u>Date Due</u>	<u>Federal Share</u>	<u>Non-Federal Share</u>
#1	Draft RFP submitted to the HPF Grant Manager or their designee before the bid process is initiated.	10/16/2023	\$ 0	\$ 0
#2	Documentation of the consultant selection process and a draft of the consultant contract prior to signature submitted to the HPF Grant Manager or their designee for review and approval.	1/15/2024	\$ 0	\$ 0
#3	Copy of signed consultant contract	2/15/2024	\$ 0	\$ 0
#4	An email documenting the discussion between the consultant, the City of Carthage and the HPF Grants Manager or their designee	3/15/2024	\$ 0	\$ 0
#5	Documentation of the first public meeting	6/3/2024	\$ 0	\$ 0
#6	First Draft of the Design Guidelines (30% Completion)	7/1/2024	\$ 0	\$ 0
#7	Documentation of the second public meeting	10/1/2024	\$ 0	\$ 0
#8	Second Draft of the Design Guidelines (70% Completion)	11/1/2024	Estimated 50% of expenses	Estimated 50% of expenses
#9	Final Draft of the Design Guidelines	3/1/2025	\$ 0	\$ 0
#10	Link to the Design Guidelines on the City of Carthage's website, Documentation of the third and final public meeting	4/1/2025	\$ 0	\$ 0
#11	Submission of final project report and fiscal data.	5/15/2025	Estimated remaining expenses	Estimated remaining expenses
	TOTALS:		\$22,500.00	\$15,000.00

BUDGET
 City of Carthage
 City of Carthage Design Guidelines
 Project No. P23AF00890-006

Starting Date: September 1, 2023

Ending Date: May 15, 2025

<u>Cost Category</u>	<u>Federal Share</u>	<u>Non-Federal Cash/In-kind</u>	<u>Total Cost</u>
Contractor	\$ 20,000.00	\$ 0	\$ 20,000.00
Personnel	\$ 2,500.00	\$ 7,500.00	\$ 10,000.00
Supplies	\$ 0	\$ 3,500.00	\$ 3,500.00
Other (Meeting Costs)	\$ 0	\$ 3,000.00	\$ 3,000.00
Other (Venue Costs)	\$ 0	\$ 1,000.00	\$ 1,000.00
Totals	\$ 22,500.00	\$ 15,000.00	\$ 37,500.00

Attachment A: Exhibit 1
The Secretary of the Interior's Professional Qualifications
Published in 48 FR 44738-44739 (1983)

The following requirements are those used by the National Park Service, and have been previously published in the Code of Federal Regulations, 36 CFR Part 61. The qualifications define minimum education and experience required to perform identification, evaluation, registration, and treatment activities. In some cases, additional areas or levels of expertise may be needed, depending on the complexity of the task and the nature of the historic properties involved. In the following definitions, a year of full-time professional experience need not consist of a continuous year of fulltime work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

History

The minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historic organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.

Archeology

The minimum professional qualifications in archeology are a graduate degree in archeology, anthropology, or closely related field plus:

1. At least one year of full-time professional experience or equivalent specialized training in archeological research, administration or management;
2. At least four months of supervised field and analytic experience in general North American archeology; and
3. Demonstrated ability to carry research to completion.

In addition to these minimum qualifications, a professional in prehistoric archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the prehistoric period. A professional in historic archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the historic period.

Architectural History

The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field, with coursework in American architectural history; or a bachelor's degree in architectural history, art history, historic preservation or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or

2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

Architecture

The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time experience in architecture; or a State license to practice architecture.

Historic Architecture

The minimum professional qualifications historic in architecture are a professional degree in architecture or a State license to practice architecture, plus one of the following:

1. At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or
2. At least one year of full-time professional experience on historic preservation projects. Such graduate study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects.

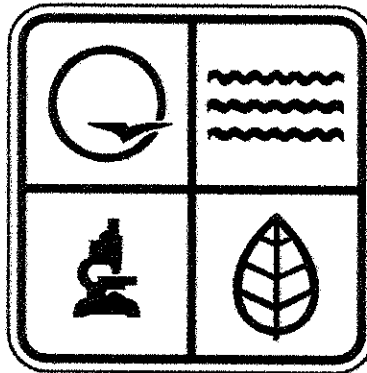
Attachment A
Exhibit 2

Reimbursement Packet

Historic Preservation Fund

29-22-10029-012

REQUESTING REIMBURSEMENT FOR GRANT EXPENDITURES



DEPARTMENT OF NATURAL RESOURCES
STATE HISTORIC PRESERVATION OFFICE

Historic Preservation Program

Requesting Reimbursement for Grant Expenditures

INTRODUCTION

1. Expense Documentation Requirements

APPENDICES:

- A. Request for Reimbursement Coversheet
- B. Instructions for Submitting the Standard Reimbursement Invoice & Standard Reimbursement Invoice Form
- C. Volunteer or Staff Monthly Time Record and Certification
- D. Value of Donated Materials
- E. Value of Donated Equipment Use

Historic Preservation Fund

REQUEST FOR GRANT REIMBURSEMENT -- INTRODUCTION

The attached packet contains the necessary forms for a Historic Preservation Fund (HPF) grant recipient to request reimbursement for monies spent on grant projects. In order to obtain reimbursement, the grant recipient must submit a completed reimbursement form with the supporting documentation to the HPF Grants Manager or their designee to demonstrate the expenditures and the completed status of the grant work. .

Each billing must contain the following information:

1. Requesting Reimbursement Cover Sheet (see Appendix A).
2. Standard Reimbursement Invoice (see Appendix B).
3. Bills, copies of front and back of cancelled checks, invoices, and other proofs of expenditures.
4. Forms documenting donated labor and/or city staff time contributed to the project, materials and/or space, and equipment (see Appendices C,D,E).

NOTE: *Grant Recipients may request to use a format different than the method outlined above. Such requests must be in writing and must be approved in advance by the SHPO. The request must include an explanation for the necessity for such a format change and include a description of the proposed replacement method.*

State universities may request the use of existing systems already in place as long as such systems can identify the categories of the costs specified in the grant budget. Such a request must be in writing and duly approved by the State Historic Preservation Office. Normally, a university would submit an OMB Form No. 80-R0183 Requests for Advance or Reimbursement for Payment, with either a ledger sheet or computer copy listing costs by category, followed by a copy of audits covering appropriate restricted fund accounts. Note DNR expects to be able to trace original budget via ledger or computer readout to assure cost zeroing.

FORMAT FOR LISTING OF EXPENDITURES BY CATEGORY:

In any billing, expenditures should be grouped by category. The following is the required format for listing expenditures by cost category:

- I. Personnel - name, check date, check number, check amount for each person on the payroll or paid as a consultant. (Attach time sheets if appropriate.)
- II. Travel/Other/Equipment - short description of expenditures, bills, check numbers, check dates, and amounts.
- III. Supplies - same as Travel/Other/Equipment.
- IV. Contractor.
- V. Indirect cost - indicate mathematical computation used to arrive at the dollar amount, then indicate dollar amount.

Special note: With regards to donated goods, services or equipment, such costs should be treated as follows for the purpose of listing expenditures:

Donated **time** should be in Category Personnel. Therefore, all time records should be included as proof of expenditures in that section.

Donated **equipment** should be listed only in Category Travel/Other/Equipment. All proofs and forms necessary to verify this type donation should be inserted in this section. Donated goods should either be listed in Category Travel/Other/Equipment or Supplies. All proofs and forms necessary to verify these types of donations should be inserted in those sections.

Historic Preservation Fund Grants - (Appendix A) REQUESTING REIMBURSEMENT COVER SHEET

(1) Project Name: _____ (2) Project Number: _____			
(3) Bill Number: _____		(4) Date: _____	
(A) DESCRIPTION OF EXPENSE/DATE OF EXPENSE	(B) CATEGORY OF EXPENSE	(C) CHECK # OR OTHER PROOF	(D) AMOUNT OF EXPENSE
(5) PAGE #1 of 1		(6) Total	
DIRECTIONS: (1) Insert Project Name & (2) Project Number (3) Insert Bill Number (4) Insert Date A. Describe expense & enter date of expense B. Category of Expense: Choose 1 of the following; Personnel, Contractor, Travel/Other/Equipment, Supplies or Indirect Cost C. Insert either Check Number, Purchase Order/Invoice Number, or Cash D. Insert the exact amount of the expense (5) Insert the page number: 1 of 1, etc. (6) Insert Total amount of this page.			

INSTRUCTIONS FOR SUBMITTING THE STANDARD REIMBURSEMENT INVOICE (Appendix B)

ITEM DESCRIPTION	INSTRUCTIONS														
1) PROJECT NUMBER	Enter your assigned grant project number.														
2) DATE	Insert the date of your request for reimbursement.														
3) BILLING REQUEST #	Insert the number of your billing request. All bills are numbered sequentially starting with 1.														
4) GRANT RECIPIENT	Insert the name of the person or organization receiving the grant. This is located on the first page of your grant agreement.														
5) PROJECT NAME	Insert the name of your project as given in your original application.														
6) BILLING BUDGET	A. COLUMN (1) BUDGET CATEGORIES: All budget expenses should be grouped into the following categories: <table border="1"> <tbody> <tr> <td>Personnel:</td><td>All cash and inkind cost associated with anyone working on the project not including a contractor.</td></tr> <tr> <td>Travel/ Other/Equipment</td><td>All other cash and inkind costs other than supplies.</td></tr> <tr> <td>Supplies:</td><td>Purchase of pens, paper, film, and other sundries.</td></tr> <tr> <td>Contractor:</td><td>Cash paid to contractors.</td></tr> <tr> <td>SUBTOTAL:</td><td>The total of the previous 4 categories.</td></tr> <tr> <td>Indirect Cost:</td><td>(To be used only if the column shows up in your original budget). If this item is shown in the grant agreement budget, apply the correct percentage and multiply times the total of the previous 4 categories.</td></tr> <tr> <td>TOTAL:</td><td>Add the subtotal and indirect cost together.</td></tr> </tbody> </table> B. COLUMN (2) ORIGINALLY BUDGETED: Refer to the budget page in the grant agreement. Group the budget line items into the budget categories listed on the standard reimbursement invoice. Insert the total of the items in each budget category into the appropriate box. C. COLUMN (3) PREVIOUSLY EXPENDED: If this is your first request enter "0" in all boxes. From request #2 on, keep a cumulative account of previous expenses in this column. D. CURRENT BILL COLUMN (4) CASH: Insert on the lines provided, by cost category, the amount of CASH expenses on THIS BILL. E. CURRENT BILL COLUMN (5) INKIND: Insert on the lines provided, by cost category, the amount of INKIND expenses on THIS BILL. F. REMAINING FUNDS: Subtract columns 3,4,5, from column 2.	Personnel:	All cash and inkind cost associated with anyone working on the project not including a contractor.	Travel/ Other/Equipment	All other cash and inkind costs other than supplies.	Supplies:	Purchase of pens, paper, film, and other sundries.	Contractor:	Cash paid to contractors.	SUBTOTAL:	The total of the previous 4 categories.	Indirect Cost:	(To be used only if the column shows up in your original budget). If this item is shown in the grant agreement budget, apply the correct percentage and multiply times the total of the previous 4 categories.	TOTAL:	Add the subtotal and indirect cost together.
Personnel:	All cash and inkind cost associated with anyone working on the project not including a contractor.														
Travel/ Other/Equipment	All other cash and inkind costs other than supplies.														
Supplies:	Purchase of pens, paper, film, and other sundries.														
Contractor:	Cash paid to contractors.														
SUBTOTAL:	The total of the previous 4 categories.														
Indirect Cost:	(To be used only if the column shows up in your original budget). If this item is shown in the grant agreement budget, apply the correct percentage and multiply times the total of the previous 4 categories.														
TOTAL:	Add the subtotal and indirect cost together.														
7) PURPOSE	List last milestones completed and approved.														
8) FEDERAL SHARE THIS BILLING	Enter on the line provided the amount of your federal request.														
9) NONFEDERAL SHARE THIS BILLING	Enter on the line provided the amount of local matching share being provided on this request for reimbursement.														
10) FEDERAL FUNDS REQUESTED THIS BILLING	Enter the Amount you are to be paid in a spelled out format.														
11) Authorized Signature	Sign form prior to submittal.														
12) Date	Enter the date of the submittal.														

Historic Preservation Fund Grants - (Appendix B) CFDA #15-904

STANDARD REIMBURSEMENT INVOICE

PROJECT NO: _____ 2. DATE: _____ 3. BILLING REQUEST #: _____

4. GRANT RECIPIENT: _____

5. PROJECT NAME: _____

6. REIMBURSEMENT BUDGET:

CURRENT BILLING

BUDGET CATEGORY (1)	ORIGINALLY BUDGETED (2)	PREVIOUSLY EXPENDED (3)	CASH EXPENSES (4)	IN-KIND EXPENSES (5)	REMAINING FUNDS (6)
Personnel					
Travel/ Other/ Equipment					
Supplies					
Contractor					
SUBTOTAL					
Indirect					
TOTAL					

7. PURPOSE: This payment represents the completion of the following milestones:

8. FEDERAL SHARE THIS BILL: _____ 9. NONFEDERAL SHARE THIS BILL: \$ _____

10. FEDERAL FUNDS REQUESTED IN THIS BILLING:

As authorized representative of the recipient organization, I swear and affirm that the information reported above is accurate and correct. We hereby request reimbursement from the state for monies expended on this project. Documentation on these expenditures is attached to this request. We further warrant that all funds expended on this project were in accordance with the regulations set by the Department of the Interior, National Park Service, and the Department of Natural Resources and were for costs enumerated in the grant agreement between the recipient organization and MDNR. I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made or will be made in accordance with the subgrant and that payment is due and has not been previously requested.

11. Authorized Signature

12. Date

(For State Use Only)

Accepted [] Denied [] Returned []

Grant Manager Signature

Date

Accepted [] Denied [] Returned []

SHPO Director Signature

Date

Historic Preservation Fund Grants (Appendix C)
VOLUNTEER/ STAFF MONTHLY TIME RECORD AND CERTIFICATION

RECIPIENT: _____ MONTH/YEAR: _____
 VOLUNTEER/STAFF NAME: _____ PROJECT NUMBER: _____

DAY	TASK	HOURS	HOURLY RATE	DAILY TOTAL
TOTAL HOURS			TOTAL AMOUNT	

DONOR CERTIFICATION:
 I swear and affirm that I have donated/contributed the above reported hours toward the grant project goals and objectives as outlined in the agreement between the Department of Natural Resources and the recipient organization. In addition, I swear and affirm that the above referenced hourly rate has been arrived at by reference to U.S. Bureau of Labor and Statistics' Occupational Employment Statistics for Missouri. .

 Signature of Donor and Date

 Verified by Local Official and Date

ATTACHMENT B

EXHIBIT 1

U. S. Department of Interior
Assurance of Compliance
(Title VI, Civil Rights Act of 1964)

MISSOURI DEPARTMENT OF NATURAL RESOURCES
Federal Financial Assistance Agreements
General Terms and Conditions

These general terms and conditions highlight requirements which are especially pertinent to federal assistance agreements made by the Missouri Department of Natural Resources. These general terms and conditions do not set out all of the provisions of the applicable laws and regulations, nor do they represent an exhaustive list of all requirements applicable to this award. These terms and conditions are emphasized here because they are frequently invoked and their violation is of serious concern.

Pursuant to 2 CFR 200.331, the sub-recipient shall require the language of the certifications and terms applicable to financial assistance awards to be included in sub-award document at all tiers and all sub-recipients shall certify and disclose accordingly. This “flow down” requirement imposed on the sponsoring agent by the Department is to ensure the financial assistance agreement is used in accordance with Federal statutes, regulations and the terms of the agreement. The sponsoring agent is accountable to the Department for compliance with Federal requirements. In turn, the Department is responsible to federal agency for ensuring sponsoring agents comply with Federal requirements and with federal General Terms and Conditions:

In addition to these terms and conditions, the recipient must comply with all governing requirements of their financial assistance agreement, including the Title 2 Grants and Agreements, Chapter II Part 200 of the Code of Federal Regulation, under the title "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." The regulations can be found at http://www.ecfr.gov/cgi-bin/text-idx?SID=da74e925e27b89e7f8625019850377cf&tpl=/ecfrbrowse/Title02/2tab_02.tpl.

I. Administrative Requirements

- A. **Method of Payment.** The recipient will be reimbursed by the Department for all allowable expenses incurred in performing the scope of services. The recipient shall report project expenses and submit to the Department original payment requests as required by division/program per the financial assistance agreement. The form must be completed with the Department payment request amount and local share detailed, if applicable. Payment requests must provide a breakdown of project expenses by the budget categories contained in the financial assistance agreement budget. Payment requests must be received by the Department per the financial assistance agreement. No reimbursement will be made for expenditures prior to award unless approval for pre-award costs has been granted. No reimbursements will be made for expenditures incurred after the closing budget date unless a budget time period extension has been granted by the Department prior to the closing budget date.
 - 1. Payments under non-construction grants will be based on the grant sharing ratio as applied to the total agreed project cost for each invoice submitted unless the financial assistance agreement specifically provides for advance

payments. Advance payments may only be made upon a showing of good cause or special circumstances, as determined by the Department and must be as close as is administratively feasible to the actual disbursement. Advance payments will only be made to cover estimated expenditures as agreed. The Department will not advance more than 25% of the total amount of the grant unless the recipient demonstrates good cause.

2. All payment requests must have the following certification by the authorized recipient official: By signing this report, I certify to the best of my knowledge and belief the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the financial assistance agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

B. Retention and Custodial Requirements for Records. The recipient shall retain financial records, supporting documents, statistical records and all other records pertinent to the financial assistance agreement for a period of five years starting from the date of submission of the final payment request. Authorized representatives of federal awarding agencies, the Federal Inspectors General, the Comptroller General of the United States, the State Auditor's Office, the Department or any of their designees shall have access to any pertinent books, documents, and records of recipient in order to conduct audits or examinations. The recipient agrees to allow monitoring and auditing by the Department and/or authorized representative. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the recipient shall retain records until all litigations, claims or audit findings involving the records have been resolved and final action taken.

C. Program Income.

1. The recipient is encouraged to earn income to defray program costs. Program income means gross income earned that is directly generated by a supported activity or earned as a result of the financial assistance agreement during the period of performance. Program income includes but is not limited to income from: fees for services performed, the use or rental of real or personal property acquired with financial assistance funds, the sale of commodities or items fabricated under the financial assistance agreement, license fees and royalties on patents and copyrights and payments of principal and interest on loans made with financial assistance funds. Program income does not include items such as rebates, credits, discounts, or refunds and interest earned.

2. Program income shall be deducted from total allowable outlays to determine net allowable costs. With prior approval of the federal awarding agency, program income may be added to the federal award or used to meet cost sharing or matching requirements. The default deductive alternative requires that program income be deducted from total allowable costs to determine the net allowable amount to which the respective matching ratios are applied. For example, 50/50 share ratio agreement with total allowable costs of \$10,000 that earns \$1,000 in program income would result in \$4,500 net share and a \$4,500 net financial assistance share.

D. Match or Cost Share Funding. In general, match or cost sharing represents that portion of project costs not borne by state appropriations. The matching share will usually be prescribed as a minimum percentage. In-kind (noncash) contributions are allowable project costs when they directly benefit and are necessary and reasonable for the accomplishment of the project or program objectives. Any in-kind match must be assigned a fair market value consistent with those paid for similar work in the labor market and be documented and verifiable. Neither costs nor the values of third party in-kind contributions count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another federal financial assistance agreement, a federal procurement contract, or any other award of federal funds. Federal funds from another federal grant or financial assistance agreement shall not count towards satisfying a cost sharing or matching requirement of a grant agreement.

1. Match or cost share funding will be established by the Department through negotiation with the recipient. Signature by both the Department and recipient on the financial assistance agreement form firmly affixes the match or cost sharing ratios. Full expenditure of recipient match or cost share funding is required over the life of the financial assistance agreement. Recipient must submit payment requests to the Department, as required by the financial assistance agreement, and provide financial records for total expenditure of state and match or cost share funding. The Department will reimburse the recipient for its percentage portion agreed to less any negotiated withholding.
2. Failure to provide 100% of the match or cost share ratio of total expenditures as identified in the financial assistance agreement may cause the recipient to become ineligible to receive additional financial assistance from the Department. Failure to provide the required match may result in other enforcement remedies as stated in Y. for noncompliance.

E. Financial Management Systems. The financial management systems of the recipient must meet the following standards:

1. Financial Reporting. Accurate, current, and complete disclosure of financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the financial assistance agreement;
2. Accounting Records. Maintain records which adequately identify the source and application of funds provided for financially assisted activities to include the CFDA title and number, Federal Award Identification Number (FAIN) and year, name of the federal agency and pass-thru entity. These records must contain information pertaining to financial assistance awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;
3. Internal Control. Effective written internal controls and accountability must be maintained for all recipient cash, real and personal property, and other assets. The recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. These internal controls should be in compliance with guidance in the “Standards for Internal Control in the Federal Government” and the “Internal Control Integrated Framework”;
4. Budget Control. Actual expenditures or outlays must be compared with budgeted amounts for each financial assistance agreement;
5. Allowable Costs. OMB cost principles, applicable federal agency program regulations, and the financial assistance agreement scope of work will be followed in determining the reasonableness, allowability and allocability of costs;
6. Source Documentation. Records must adequately identify the source and application of funds for federally funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. The documentation must be made available by the recipient at the Department’s request or any of the following: authorized representatives of the federal awarding agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor’s Office or any of their designees;
7. The recipient shall have written procedures in place to minimize the time lapsed between money disbursed by the Department and spent by the recipient.

- F. Reporting of Program Performance.** The recipient shall submit to the Department a performance report for each program, function, or activity as specified by the financial assistance agreement or at least annually and/or after completion of the project. Performance report requirements, if not expressly stated in the scope of work, should include, at a minimum, a comparison of actual accomplishments to the goals established, reasons why goals were not met, including analysis and explanation of cost overruns or higher unit cost when appropriate, and other pertinent information. Representatives of the Department, the federal awarding agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor's Office or any of their designees shall have the right to visit the project site(s) during reasonable hours for the duration of the contract period and for five years thereafter.
- G. Budget and Scope of Work Revisions.** The recipient is permitted to rebudget within the approved direct cost budget to meet unanticipated requirements. The following is a non-exclusive listing of when a recipient must request approval in writing to revise budgets and scopes of work under the following conditions:
1. For non-construction grants, the recipient shall obtain the prior approval of the Department, unless waived by the Department, for cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions or activities when the accumulative amounts of such transfers exceed or are expected to exceed 10% of the current total approved budget whenever the Department's share exceeds the simplified acquisition amount threshold.
 2. For construction and non-construction projects, the recipient shall obtain prior written approval from the Department for any budget revision which would result in the need for additional funds.
 3. For combined non-construction and construction projects, the recipient must obtain prior written approval from the Department before making any fund or budget transfer from the non-construction to construction or vice versa.
 4. A recipient under non-construction projects must obtain prior written approval from the Department whenever contracting out, subgranting, or otherwise obtaining a third party to perform activities which are central to the purpose of the award.
 5. Changes to the scope of services, including changes to key personnel described in the financial assistance agreement, must receive prior approval from the Department. Approved changes in the scope of work or budget shall be incorporated by written amendment to the financial assistance agreement.

6. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.
7. Changes in the amount of approved cost-sharing or matching provided by the recipient. No other prior approval requirements for specific items may be imposed unless a deviation has been approved.
8. Initiate a one-time extension of the period of performance by up to 12 months unless one or more of the conditions outlined below apply. For one-time extensions, the recipient must notify the Department in writing with the supporting reasons and revised period of performance at least 90 calendar days before the end of the period of performance specified in the financial assistance agreement. This one-time extension may not be exercised merely for the purpose of using unobligated balances. Extensions require explicit prior approval from Department when:
 - a. The terms and conditions of the financial assistance agreement prohibit the extension.
 - b. The extension requires additional funds.
 - c. The extension involves any change in the approved objectives or scope of the project.
 - d. Carry forward unobligated balances to subsequent period of performance.
9. Extending the agreement past the original completion date requires approval of the Department.

H. Equipment Use. The recipient agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. The recipient may not use equipment purchased pursuant to this agreement for any other purpose without approval from the Department. The equipment shall not be moved from the State of Missouri without approval from the Department. State agencies shall follow the Code of State Regulations. The following standards shall govern the utilization and disposition of equipment acquired with financial assistance funds:

1. Title to equipment acquired under this financial assistance agreement will vest with the recipient on acquisition. Equipment means an article of nonexpendable, tangible personal property (including information technology systems) having a useful life of more than one year and a per unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the recipient for financial statement purposes or \$5,000.

- a. Equipment shall be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Department funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by the Department or the federal agency. If the Department puts the recipient on notice that it believes assistance assets are not being used for the intended purpose, the recipient shall not sell, give away, move or abandon the assets without the Department's prior written approval.
 - b. The recipient shall also make equipment available for use on other projects or programs currently or previously supported by the Department, providing such use will not interfere with the work on the projects or program for which it was originally acquired. User fees should be considered if appropriate.
 - c. The recipient must not use equipment acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.
 - d. When acquiring replacement equipment, the recipient may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the Department.
2. Equipment Management. The recipient's procedures for managing equipment, whether acquired in whole or in part with financial assistance funds, will, at a minimum, meet the following requirements until disposition takes place:
- a. The recipient must maintain property records that include a description of the equipment, a serial number or other identification number, the source of funding, the acquisition date, cost of the property, percentage of federal or state participation in the cost of the property, the location, use and condition of the property and disposition information including the date of the disposal and sale price of the property.
 - b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

- c. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the property. Any loss, damage, or theft shall be reported to and investigated by local authorities. The recipient shall procure and maintain insurance covering loss or damage to equipment purchased with a financial assistance agreement, with financially sound and reputable insurance companies or through self-insurance. Amounts and coverage of such risks should be that which are usually carried by companies engaged in the same or similar business and similarly situated.
 - d. The recipient must develop adequate maintenance procedures to keep the property in good condition.
 - e. If the recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- 3. Disposition. When original or replacement equipment acquired under the financial assistance agreement is no longer needed for the original project or program or for other activities currently or previously supported by the Department, the recipient shall dispose of the equipment as follows:
 - a. Items of equipment with a current per-unit fair market value \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Department.
 - b. For items of equipment with a current per unit fair market value of more than \$5,000, the Department shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the Department's share of the equipment. Disposition instructions must be requested from the Department when equipment is no longer needed.
 - c. In cases where a recipient fails to take appropriate disposition actions, the Department may direct the recipient how to dispose of the equipment.
 - d. If the Department puts the recipient on notice that it believes assistance assets are not being used for the intended purpose, the recipient shall not sell, give away, move or abandon the asset without Department's written approval.
- I. **Supplies.** The recipient agrees that all supplies purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. Title to supplies acquired under a financial assistance agreement will

vest, upon acquisitions, with the recipient. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the recipient shall compensate the department for its share. The recipient must not use supplies acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.

- J. **Inventions and Patents.** If any recipient produces subject matter, which is or may be patentable in the course of work sponsored by this financial assistance agreement, the recipient shall promptly and fully disclose such subject matter in writing to the Department. In the event that the recipient fails or declines to file Letters of Patent or to recognize patentable subject matter, the Department reserves the right to file the same. The Department grants to the recipient the opportunity to acquire an exclusive license, including the right to sublicense, with a royalty consideration paid to the Department. Payment of royalties by recipient to the Department will be addressed in a separate royalty agreement.
- K. **Copyrights.** Except as otherwise provided in the terms and conditions of this financial assistance agreement, the author or the recipient is free to copyright any books, publications, or other copyrightable material developed in the course of this agreement. However, the Department and federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, with the approval of the Department, the work for government purposes.
- L. **Prior Approval for Publications.** The recipient shall submit to the Department two draft copies of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by financial assistance funds. The recipient shall not print or distribute any publication until receiving written approval by the Department.
- M. **Mandatory Disclosures.** The recipient agrees that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds are now being awarded will include a statement of the percentage of the total cost of the program/project which is financed with federal and state money, and the dollar amount of federal and state funds for the program/project.
- N. **Procurement Standards.** The recipient shall use their own documented procurement procedures that reflect applicable state and local laws and regulations provided that procurement conforms to standards set forth in the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

1. No work or services paid for wholly or in part with state or federal funds, will be contracted without the written consent of the Department.
 2. The recipient agrees that any contract, interagency agreement, or equipment to be procured under this award which was not included in the approved work plan must receive formal Department approval prior to expenditure of funds associated with that contract, interagency agreement, or equipment purchase.
- O. **Audit Requirements.** The Department and the State Auditor's Office have the right to conduct audits of recipients at any time. The recipient shall arrange for independent audits as prescribed in "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart F", as applicable. Audits must confirm that records accurately reflect the operations of the recipient; the internal control structure provides reasonable assurance that assets are safeguarded, and recipient is in compliance with applicable laws and regulations. When the recipient has its yearly audit conducted by a governmental agency or private auditing firm, the relevant portion(s) of the audit report will be submitted to the Department. Other portions of the audit shall be made available at the Department's request.
- P. **Freedom of Information Act.** In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the Department must request, and the recipient must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Department obtains the research data solely in response to a FOIA request, the Department may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Department and the recipient. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).
- Q. **Conflicts of Interest.** The recipients must have written standards and policies covering conflicts of interest. No party to this financial assistance agreement, nor any officer, agent, or employee of either party to this assistance agreement, shall participate in any decision related to such assistance agreement which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly. The recipient is advised that, consistent with Chapter 105, RSMo, no state employee shall perform any service for consideration paid by the recipient for one year after termination of the employee's state employment by which the former state employee attempts to influence a decision of a state agency. A state employee who leaves state employment is permanently banned from performing any service for any consideration in relation to any case, decision, proceeding, or application in which the employee personally participated during state employment.

- R. **State Appropriated Funding.** The recipient agrees that funds expended for the purposes of this financial assistance agreement must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the financial assistance agreement period, as well as being awarded by the federal or state agency supporting the project. Therefore, the financial assistance agreement shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted. In the event that funds are not appropriated and/or granted for the financial assistance agreement, the recipient shall not prohibit or otherwise limit the Department's right to pursue alternate solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the financial assistance agreement.
- S. **Eligibility, Debarment and Suspension** (SubPart C). By applying for this financial assistance agreement, the recipient verifies that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws and court orders issued pursuant to those laws, and that all environmental violations have been resolved (for example, no pending or unresolved Notice of Violation (NOV)) at the time of application. If compliance issues exist, the recipient shall disclose to the Department all pending or unresolved violations noted in a NOV, administrative order, or civil and criminal lawsuit, but only where those alleged violations occurred in the State of Missouri. If a NOV occurs during the financial assistance period, the recipient must notify the Department immediately. The Department will not make any award or payment at any time to any party which is debarred or suspended, under federal or state authority, or is otherwise excluded from or ineligible for participation in federal assistance under Executive Order 12549, "Debarment and Suspension." The recipient may access the Excluded Parties List at www.sam.gov.
- T. **Restrictions on Lobbying.** No portion of this agreement may be expended by the recipient to pay any person for influencing or attempting to influence the executive or legislative branch with respect to the following actions: awarding of a contract; making of an assistance agreement; making of a loan; entering into a cooperative agreement; or the extension, continuation, renewal, amendment or modification of any of these as prohibited by Section 319, Public Law 101-121 (31 U.S.C. 1352).
- In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- U. **Recycled Paper.** Consistent with Federal Executive Order 13423 and EPA Executive Order 1000.25, the recipient shall use recycled paper consisting of at least 30% post-consumer fiber and double sided printing for all reports which are prepared as a part of this assistance agreement and delivered to the Department. The recipient must use

recycled paper for any materials that it produces and makes available to any parties. The chasing arrows symbol representing the recycled content of the paper will be clearly displayed on at least one page of any materials provided to any parties.

V. Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms. In accordance with Missouri Executive Order No. 15-06 and federal administrative provisions, all recipients shall make every feasible effort to target the percentage of goods and services procured from certified minority business enterprises (MBE) and women business enterprises (WBE) to 10% and 10%, respectively, when utilizing financial assistance funds to purchase supplies, equipment, construction and services related to this financial assistance agreement.

1. The recipient agrees to take all necessary affirmative steps required to assure that small and minority firms and women's business enterprises are used when possible as sources when procuring supplies, equipment, construction and services related to the financial assistance agreement. The recipient agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:
 - a. Placing qualified small and minority business and women's business enterprises on solicitation lists;
 - b. Ensuring that small and minority business and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;
 - d. Establishing delivery schedules, where the requirements of work will encourage participation by small and minority business and women's business enterprises;
 - e. Using the services of the Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce and the MO Office of Equal Opportunity, and;
 - f. Requiring any prime contractor or other subrecipients, if subagreements are to be allowed, to take the affirmative steps in subparagraphs a. through e. of this section.
2. For EPA funded financial assistance agreements, the recipient agrees to include disadvantaged business enterprises in the affirmative steps indicated above. For EPA funded financial assistance agreements, when

required the recipient shall utilize EPA form 5700-52A to report to Department procurements under the financial assistance agreement.

W. Disputes. The recipient and the Department should attempt to resolve disagreements concerning the administration or performance of the financial assistance agreement. If an agreement cannot be reached, the Department will provide a written decision. Such decision of the Department shall be final unless a request for review is submitted to the division director within ten (10) business days after the decision. Such request shall include: (1) a copy of the Department's final decision; (2) a statement of the amount in dispute; (3) a brief description of the issue(s) involved; and (4) a concise statement of the objections to the final decision. A decision by the Department shall constitute final action.

X. Termination

1. **Termination for Cause.** The Department may terminate any financial assistance agreement, in whole or in part, at any time before the date of completion whenever it is determined that the recipient has failed to comply with the terms and conditions of the financial assistance agreement. The Department shall promptly notify the recipient in writing of such a determination and the reasons for the termination, together with the effective date. The Department reserves the right to withhold all or a portion of agreement funds if the recipient violates any term or condition of this financial assistance agreement. Termination for cause may be considered for evaluating future applications. The recipient may object to terminations with cause and may provide information and documentation challenging the termination.
2. **Termination for Convenience.** Both the Department and the recipient may terminate the financial assistance agreement, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
3. Financial assistance agreements are not transferable to any person or entity.
4. Department and the recipient remain responsible for compliance with all closeout requirements.

Y. Enforcement; Remedies for Noncompliance. If the recipient falsifies any award document or materially fails to comply with any term of this financial assistance agreement, the Department may take one or more of the following actions, as appropriate:

1. Suspend or terminate, in whole or part, the current agreement;

2. Disallow all or part of the cost of the activity or action not in compliance;
3. Temporarily withhold cash payments pending the recipient's correction of the deficiency;
4. Withhold further awards from the recipient;
5. Order the recipient not to transfer ownership of equipment purchased with assistance money without prior Department approval; or
6. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.

Z. **Subgrantee's Signature.** The recipient's signature on the application and the award documents signifies the recipient's agreement to all of the terms and conditions of the financial assistance agreement.

AA. **Human Trafficking. This requirement applies to non-profit recipients or subrecipients.** The recipient, their employees, subrecipients under this agreement, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the agreement is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the agreement or subagreements under the award. The department has the right to terminate unilaterally: (1) implement section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, noncompliance that are available to the recipient under this agreement.

BB. **Illegal Immigration.** Any municipality that enacts or adopts a sanctuary policy will be ineligible for moneys provided through financial assistance agreements administered by any state agency or department until the policy is repealed or is no longer in effect (Missouri Statutes – RSMo 67.307 (2)). No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri (RSMo 285.525 – 285.530).

CC. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

DD. Federal Funding Accountability and Transparency Act (FFATA)

Requirements. If the original assistance agreement amount is \$30,000 or more or an amendment increases the award amount to \$30,000 or greater, the recipient must submit the following to the Department prior to Department signing the amendment (Subrecipient Informational Form):

1. Location of the entity receiving the financial assistance and primary location of performance under the award, including city, state, congressional district and county;
2. A unique entity identifier of the entity receiving the financial assistance;
3. A unique entity identifier of the parent entity of the recipient; and
4. Names and total compensation for the five most highly compensated officers for the preceding completed fiscal year

EE. Executive Compensation. If FFATA reporting requirements apply and if the agreement period will exceed 12 months, the recipient must provide to the Department updated compensation information for their five most highly compensated officers using the Subrecipient Informational Form at the end of each 12 month period.

FF. Competency. The recipient ensures that all personnel associated with this financial assistance agreement, including staff, contractors and subrecipients, possess adequate education, training and experience to satisfactorily perform all technical tasks to be performed in order to fulfill the requirements of this agreement.

GG. Prohibition on certain telecommunications and video surveillance service or equipment. Recipient is prohibited from obligating or expending funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, cost incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - a. Procure or obtain, extend or renew a contract to procure or obtain;
 - b. Enter into a contract (or renew a contract) to procure, or
 - c. Obtain the equipment, services, or systems

II. **Statutory Requirements**

The recipient must comply with all federal, state and local laws relating to employment, construction, research, environmental compliance, and other activities associated with grants from the Department. Failure to abide by these laws is sufficient grounds to cancel the agreement. For a copy of state and federal laws that typically apply to financial assistance agreements contact the Department. By applying for this financial assistance agreement, the recipient certifies that the recipient, its board of directors and principals are in compliance with the specific federal and state laws set out below. Further, the recipient shall report to the Department any instance in which the recipient or any member of its board of directors or principals is determined by any administrative agency or by any court in connection with any judicial proceeding to be in noncompliance with any of the specific federal or state laws set forth below. Such report shall be submitted within ten (10) working days following such determination. Failure to comply with the reporting requirement may be grounds for termination of this financial assistance agreement or suspension or debarment of the recipient.

A. Laws and regulations related to nondiscrimination:

- 1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, including Limited English Proficiency (LEP);
- 2. Title VII of the Civil Rights Act of 1964 found at 42 U.S.C. §2000(e) et.seq. which prohibits discrimination on the basis of race, color, religion, national origin, or sex:

3. Title IX of the Education Amendments of 1972, as amended (U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability;
5. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 621-634), which prohibits discrimination on the basis of age;
6. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
8. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
9. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
10. Chapter 213 of the Missouri Revised Statutes which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability.
11. The Americans with Disabilities Act (P. L. 101-336), 42 U. S. C. §12101 et seq., relating to nondiscrimination with respect to employment, public services, public accommodations and telecommunications.
12. Any other nondiscrimination provisions in the specific statute(s) and regulations under which application for federal assistance is being made.
13. The requirements of any other nondiscrimination statute(s) and regulations which may apply to the application.

B. State and Federal Environmental Laws:

1. The Federal Clean Air Act, 42 U.S.C. § 7606, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
2. The Federal Water Pollution Control Act, 33 U.S.C. § 1368, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
3. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.
4. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq., as amended, relating to the preservation of historic landmarks.
5. Earthquakes - Seismic Building and Construction Ordinances, §§ 319.200 - 319.207, RSMo (Cum. Supp. 1990), relating to the adoption of seismic design and construction ordinances by certain cities, towns, villages and counties.
6. The Missouri Clean Water Law, Sections 644.006 to 644.141, RSMo.
7. The Missouri Hazardous Waste Management Law, Section, 260.350 to 260.430, RSMo.
8. The Missouri Solid Waste Management Law, Sections 260.200 to 260.245, RSMo.
9. The Missouri Air Conservation Law, Sections 643.101 to 643.190, RSMo.

C. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601 and 4651 et seq., relating to acquisition of interest in real property or any displacement of persons, businesses, or farm operations.

D. The Hatch Act, 5 U.S.C. § 1501 et seq., as amended, relating to certain political activities of certain State and local employees.

E. The Archaeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archaeological data in connection with federally assisted activities.

- F. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- G. The flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- H. The Privacy Act of 1974, P.L. 93-579, as amended prohibiting the maintenance of information about any individual in a manner which would violate the provision of the Act.
- I. Public Law 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- J. The Laboratory Animal Welfare Act of 1966 (P. L. 89-544), 7 U.S.C. § 2131 et seq., pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- K. The following additional requirements apply to projects that involve construction:
 - 1. The Davis-Bacon Act, as amended, 40 U.S.C. § 276a et seq., respecting wage rates for federally assisted construction contracts in excess of \$2000.
 - 2. The Copeland (Anti-Kickback) Act, 18 U.S.C. § 874, 40 U.S.C. § 276c.
 - 3. The Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327 et seq.
 - 4. Convict labor shall not be used on construction projects unless by convicts who are on work release, parole, or probation.
 - 5. The Lead-Based Paint Poisoning Prevention Act (42 U. S. C. § 4801 et seq.) which prohibits the use of lead paint in construction or rehabilitation of residence structures.

ATTACHMENT B

EXHIBIT 1

U. S. Department of Interior
Assurance of Compliance
(Title VI, Civil Rights Act of 1964)

**U.S. DEPARTMENT OF THE INTERIOR
ASSURANCE OF COMPLIANCE
(TITLE VI. CIVIL RIGHTS ACT OF 1964)**

(Name of Applicant-Recipient) (hereinafter called "Applicant-Recipient")

HEREBY AGREES THAT IT will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and Regulation, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives financial assistance from the Missouri Department of Natural Resources and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

If any real property of structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant-Recipient by the Missouri Department of Natural Resources, this assurance obligates the Applicant-Recipient, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance obligates the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the Missouri Department of Natural Resources.

THE ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, Grant Agreements, property discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the Missouri Department of Natural Resources, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognized and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signature appears below are authorized to sign this assurance on behalf of the Applicant-Recipient.

10-10-23

DATED

APPLICANT-RECIPIENT



(President, Chairman of the Board or
Comparable Authorized Person)

APPLICANT-RECIPIENT'S MAILING ADDRESS

ATTACHMENT B

EXHIBIT 2

Mid-Term Budget Report

**INSTRUCTIONS FOR HPF GRANT
AGREEMENT MID-TERM BUDGET REPORT**

1. Use as many sheets as necessary to list all costs associated with the grant activity.																			
2. Enter the project name and assigned project grant number.																			
	I. List expenditures by COST CATEGORY: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="padding: 5px;">A. Personnel/Fringe: list each person on the payroll paid as a consultant, indicating name, date, check number. Attach time sheets if necessary.</td> </tr> <tr> <td></td> <td style="padding: 5px;">B. Travel/Other/Equipment: provide a short description of expenditures, bills, check numbers, check dates, and amounts.</td> </tr> <tr> <td></td> <td style="padding: 5px;">C. Supplies: same as for travel/other/equipment.</td> </tr> <tr> <td></td> <td style="padding: 5px;">D. Contractor: list costs paid under grant agreement with contractor. Include copies of contractor invoices and verification of payment made to contractor.</td> </tr> <tr> <td></td> <td style="padding: 5px;">E. Indirect Cost: indicate mathematical computation used to arrive at the dollar amount, then indicate dollar amount.</td> </tr> <tr> <td></td> <td style="height: 20px;"></td> </tr> </table> Special note: With regards to donated goods, services or equipment, such costs should be treated as follows for the purpose of listing expenditures: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="padding: 5px;">Donated time should be listed in category A. Therefore, all time records should be included as proof of expenditures in that section.</td> </tr> <tr> <td></td> <td style="padding: 5px;">Donated equipment should be listed only in category B. All proofs and forms necessary to verify this type of donation should be inserted into this section.</td> </tr> <tr> <td></td> <td style="padding: 5px;">Donated goods should be listed in either category B or C. All proofs and forms necessary to verify these types of donations should be inserted into those sections.</td> </tr> </table> II. The HPF GRANT AGREEMENT amount is the same amount as in the original Grant Agreement Budget federal or nonfederal share. III. MID-TERM SHARE AMOUNTS list how much was actually spent to date for each share type: federal or nonfederal. IV. TOTAL EXPENDITURES is the combined amount of both mid-term federal and nonfederal expenditures.		A. Personnel/Fringe: list each person on the payroll paid as a consultant, indicating name, date, check number. Attach time sheets if necessary.		B. Travel/Other/Equipment: provide a short description of expenditures, bills, check numbers, check dates, and amounts.		C. Supplies: same as for travel/other/equipment.		D. Contractor: list costs paid under grant agreement with contractor. Include copies of contractor invoices and verification of payment made to contractor.		E. Indirect Cost: indicate mathematical computation used to arrive at the dollar amount, then indicate dollar amount.				Donated time should be listed in category A . Therefore, all time records should be included as proof of expenditures in that section.		Donated equipment should be listed only in category B . All proofs and forms necessary to verify this type of donation should be inserted into this section.		Donated goods should be listed in either category B or C . All proofs and forms necessary to verify these types of donations should be inserted into those sections.
	A. Personnel/Fringe: list each person on the payroll paid as a consultant, indicating name, date, check number. Attach time sheets if necessary.																		
	B. Travel/Other/Equipment: provide a short description of expenditures, bills, check numbers, check dates, and amounts.																		
	C. Supplies: same as for travel/other/equipment.																		
	D. Contractor: list costs paid under grant agreement with contractor. Include copies of contractor invoices and verification of payment made to contractor.																		
	E. Indirect Cost: indicate mathematical computation used to arrive at the dollar amount, then indicate dollar amount.																		
	Donated time should be listed in category A . Therefore, all time records should be included as proof of expenditures in that section.																		
	Donated equipment should be listed only in category B . All proofs and forms necessary to verify this type of donation should be inserted into this section.																		
	Donated goods should be listed in either category B or C . All proofs and forms necessary to verify these types of donations should be inserted into those sections.																		
3. Sign and date the completed form.																			

Historic Preservation Fund Grants GRANT AGREEMENT MID-TERM BUDGET REPORT

Project Name: _____ Project Number: _____

COST CATEGORIES	HPF GRANT AGREEMENT FEDERAL SHARE TOTAL	MID-TERM REPORT FEDERAL SHARE TOTAL	HPF GRANT AGREEMENT NONFEDERAL SHARE TOTAL	MID-TERM REPORT NONFEDERAL SHARE TOTAL	TOTAL MID-TERM EXPENDITURES
Personnel/ Fringe:					
Travel/Other/ Equipment					
Supplies:					
Contractor:					
Indirect Cost:					

COMMENTS:

Authorized Signature

Date

ATTACHMENT B

EXHIBIT 3
Final Project Report

Department of Natural Resources
Division of State Parks, State Historic Preservation Office
FINAL PROJECT REPORT

Project No.: 29-

Project Title: _____

Total Project Cost: \$ _____

**Amendments with
Approval Dates:**

--

MAJOR WORK ITEMS	PLANNED	AMENDED	ACTUAL

Major Cost Items: (See Attached)

Publication

Name:

Date:

No. Copies.

**Additional
Information:**

--

CERTIFICATION:

I certify professionally qualified program and grants management staff of my organization have confirmed, through site visits and/or review of financial and performance reports, that work under this subgrant (or Grant Agreement) has been accomplished according to applicable laws, regulations, Secretary of the Interior's Standards, other program standards, grant management requirements specified in NPS-49, National Register Programs Guideline, and the terms and conditions of the applicable HPF grant.

Deputy State Historic Preservation Officer

Approval Date

National Park Service

Date

Major Cost Categories

Project Number: 29-

Project Title :

Cost Category--Exhibit 1 Final Expenditures	Original Budget	Amended Amount	Actual Amount
A.	\$	\$	\$
B.	\$	\$	\$
C.	\$	\$	\$
D.	\$	\$	\$
E.	\$	\$	\$
F.	\$	\$	\$
G.	\$	\$	\$
H.	\$	\$	\$
I.	\$	\$	\$
J.	\$	\$	\$
K.	\$	\$	\$
L.	\$	\$	\$
M.	\$	\$	\$
N.	\$	\$	\$
O.	\$	\$	\$
P.	\$	\$	\$
Q.	\$	\$	\$
R.	\$	\$	\$
S.	\$	\$	\$
TOTAL (S)	\$	\$	\$

ATTACHMENT B

EXHIBIT 4

U. S. Department of the Interior
Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Drug-Free Workplace
Requirements and Lobbying

U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-
Primary Covered Transactions**

CHECK ☒ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -
Lower Tier Covered Transactions**

CHECK ☐ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ☒ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
- (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK ☐ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK ☐ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

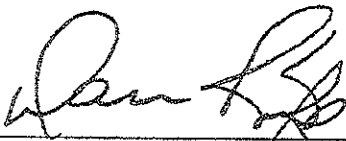
CHECK ☐ IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.



SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Dan Rife, Mayor

TYPED NAME AND TITLE

10-10-2023

DATE

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and DI-1963)

ATTACHMENT C

**GRANT NUMBER P23AF00890 BETWEEN
THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
AND
MISSOURI DEPARTMENT OF NATURAL RESOURCES
CFDA: 15.904**

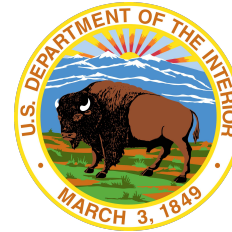
**PROJECT TITLE: STATE HISTORIC PRESERVATION OFFICE FISCAL YEAR 2023
HISTORIC PRESERVATION FUND GRANT**

**TERMS AND CONDITIONS, FEDERAL TO STATE GRANT AWARD INCORPORATED
BY REFERENCE TO SUBRECIPIENT**

Attached are the terms and conditions of the Department of the Interior, National Park Services to Missouri Department of Natural Resources grant award. A portion of these funds are being passed through Missouri Department of Natural Resources and awarded to you as a subrecipient. To ensure that this federal assistance is used in accordance with the federal statutes, regulations, terms and conditions of the federal award, 2 CFR 200.331 requires the Missouri Department of Natural Resources to ensure the requirements “flow down” to the subrecipient. The Missouri Department of Natural Resources hereby incorporates by reference the relevant, attached terms, conditions, disclosures and certifications in your grant agreement and requires compliance as a condition of your award.

1. DATE ISSUED MM/DD/YYYY		1a. SUPERSEDES AWARD NOTICE dated	
07/10/2023		except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO.			
15.904 - Historic Preservation Fund Grants-In-Aid			
3. ASSISTANCE TYPE Formula Grant			
4. GRANT NO. P23AF00890-00		5. TYPE OF AWARD	
Originating MCA #		Other	
4a. FAIN P23AF00890		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY		MM/DD/YYYY	
From 10/01/2022		Through 09/30/2025	
7. BUDGET PERIOD MM/DD/YYYY		MM/DD/YYYY	
From 10/01/2022		Through 09/30/2025	

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)
54 USC §302902 Grants to States (Historic Preservation Fund)

8. TITLE OF PROJECT (OR PROGRAM)	
FY2023 HPF SHPO Missouri	
9a. GRANTEE NAME AND ADDRESS	
Natural Resources, Missouri Department Of PO BOX 176 Jefferson City, MO, 65102-0176	
9b. GRANTEE PROJECT DIRECTOR	
Andrew Dial 1101 Riverside Dr Jefferson City, MO, 65101-4272 Phone: 573-751-7958	
10a. GRANTEE AUTHORIZING OFFICIAL	
TONI PRAWL 1101 RIVERSIDE DR JEFFERSON CITY, MO, 65101-4272 Phone: 5737517858	
10b. FEDERAL PROJECT OFFICER	
Mr. Cory Kegerise 1849 C St NW Washington, DC, 20240-0001 Phone: 2025974189	

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) \$ 1,236,513.00	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods \$ 0.00	
		c. Less Cumulative Prior Award(s) This Budget Period \$ 0.00	
		d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 1,236,513.00	
		13. Total Federal Funds Awarded to Date for Project Period \$ 1,236,513.00	
		14. RECOMMENDED FUTURE SUPPORT	
		(Subject to the availability of funds and satisfactory progress of the project):	
		YEAR TOTAL DIRECT COSTS YEAR TOTAL DIRECT COSTS	
		a. 2 \$ d. 5 \$	
		b. 3 \$ e. 6 \$	
		c. 4 \$ f. 7 \$	
		15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
		a. DEDUCTION b. ADDITIONAL COSTS c. MATCHING d. OTHER RESEARCH (Add / Deduct Option) e. OTHER (See REMARKS)	
		b	
		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
		a. The grant program legislation b. The grant program regulations. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)
FY2023 HPF SHPO Missouri

GRANTS MANAGEMENT OFFICIAL:

Megan Brown, Chief - State, Tribal, Local, Plans & Grants
1849 C Street NW
7360
Washington, DC, 20240-1000
Phone: 202 354 2062

17. VENDOR CODE 0070421590			18a. UEI K6RXP4W58H4 18b. DUNS 878144757			19. CONG. DIST. 04	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION	
1	0051036118-00010	\$1,236,513.00	10/01/2022	09/30/2025	5140	FY234 HPF SHPO Missouri	

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Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Final	01/28/2026

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Final	01/28/2026

REMARKS

1. Grant Agreement
between
the United States Department of the Interior
National Park Service
and
the Above-Named Recipient

Articles**1. Legal Authority**

NPS enters into this Agreement pursuant to:

1. 54 USC §302902 – Grants to States
2. Consolidated Appropriations Act of 2023, enacted as Public Law 117-328
3. 54 USC §3001 et seq. - National Historic Preservation Act

2. Performance Goals and Project Objectives

The objective of this Agreement is to provide Historic Preservation Funding (HPF) to State Historic Preservation Officers (SHPOs) for the protection and conservation of State, territorial, and local cultural and historic assets and to assist them in executing their historic preservation programs and activities pursuant to 54 U.S.C. 300101 *et seq.* (commonly known as the National Historic Preservation Act).

3. Public Purpose

Annual Historic Preservation Fund grants to the 59 State Historic Preservation Offices (SHPO) support the Federal Preservation Partnership program by enabling the SHPOs to implement and fulfill the program areas outlined in the National Historic Preservation Act in accordance with their NPS approved State Historic Preservation Plans.

4. Statement of Work

The Statement of Work to be performed in accordance with the Secretary of the Interior's *Standards and*

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Guidelines for Archeology and Historic Preservation includes:

1. Work agreed upon by the State Historic Preservation Officer (SHPO) and the NPS as stated in the State's annual application for Historic Preservation Fund grant assistance, and
2. Determined eligible as stated in the National Historic Preservation Act (NHPA), 54 USC 300101 *et seq.*, and in the *Historic Preservation Fund Grant Manual*.

5. Responsibilities of the Parties

1. The Recipient agrees to:
 1. The Recipient shall carry out the Statement of Work in accordance with the terms and conditions stated herein. The recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
 2. Perform work in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* in the assigned mandatory program areas as defined by the National Historic Preservation Act.
 3. Notify NPS of all selected subawards/subgrants, contracts, and in-house projects via HPF Online.
 4. Ensure subrecipients understand they are subject to the requirements of 2 CFR 200.1 "Subaward", 200.101 Applicability, and 200.331 Requirements for pass-through entities. Recipients that issue subawards/subgrants are responsible for ensuring subaward/subgrant compliance with the requirements of 2 CFR 200. The Recipient must provide a list of selected subawardees/subgrantees and associated budgets to the NPS for review prior to making subawards/subgrants.
 5. Record their procurement of qualified consultants and contracts in accordance with 2 CFR 200.317. This documentation must be submitted upon request to NPS.
2. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. For grants, substantial involvement is neither expected nor required. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance and technical assistance at the request of the recipient.

6. Cost-Share Requirement

Non-Federal cost-share is required for costs incurred under this Agreement if identified in block 11n of the Notice of Award. If pre-award costs are authorized, reimbursement of these costs is limited to Federal cost share percentage identified in this agreement.

7. Pre-Award Incurrence of Costs

The Recipient is authorized to incur pre-award costs on or after October 1, 2022. Pre-award costs must be allowable, allocable, and reasonable under the terms and conditions of this Agreement and in accordance with the approved project budget. These costs must be charged to the initial budget period of the award as either Federal reimbursement or Non-Federal cost-share (in accordance with the cost-share ratio).

8. Award and Payment

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1. The NPS will provide funding to the Recipient in an amount not to exceed the figure in block 11m of the Notice of Award for the Statement of Work described in Article VI and in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.
2. Recipient shall request payment as applicable in accordance with the following:
 1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
 2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
 3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
 4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
 5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
 6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be "high risk" or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
3. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.
4. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Start Date of the Agreement, and may be incurred only as necessary to carry out the

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approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

5. Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

9. Reports and/or Outputs/Outcomes

1. Refer to the second page of the Notice of Award document for Federal Financial reporting frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the GrantSolutions "Manage Reports" functionality.
2. A final Performance Report and a final Federal Financial Report will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to the Federal Awardee Performance and Integrity Information System (FAPIIS). Each report shall be submitted as described above.
3. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.334.
4. Specific projects, tasks, or activities for which funds are reimbursed and/or advanced will be tracked and reported by the grantee's submission of:
 1. An annual report package reflecting the first year of the period of performance (page 2, Report Cycle table, row 1) including:
 1. Updated HPF Online
 2. Annual SF-425, *Federal Financial Report*
 3. SF-428A, *Tangible Personal Property Report* (only if NPS-approved equipment purchased)
 2. An annual report package reflecting the second year of the period of performance (page 2, Report Cycle table, row 2) including:
 1. Updated HPF Online
 2. Signed Carry Over Statement
 3. Annual SF-425, *Federal Financial Report*
 4. SF-428A, *Tangible Personal Property Report* (only if NPS-approved equipment purchased)
 3. Final report package reflecting the full period of performance of this award (page 2, Report Cycle table, row 3) including:
 1. Completed HPF Online
 2. SF-425, *Federal Financial Report*
 3. SF-428B, *Tangible Personal Property Report* (only if NPS-approved equipment purchased)

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- purchased)
4. Copies of all indirect cost rate agreements, if any, applied against this grant
 5. Grant products, submitted digitally

10. Award Specific Terms & Conditions

Terms and conditions specific to this award are defined in the Program Specific Requirements section of this agreement.

11. Standard Terms and Conditions

1. DEPARTMENT OF INTERIOR STANDARD TERMS AND CONDITIONS, 2 CFR 200, 2 CFR 1402

Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

DOI terms and regulatory requirements located at:

- <https://www.doi.gov/grants/doi-standard-terms-and-conditions>
- eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. APPROVED INDIRECT RATE

Indirect costs must be charged consistently in accordance with the approved project budget, which is incorporated into this award as an attachment. If the recipient has a Federally approved indirect rate, it is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated rate. If the Recipient has never had a Federally approved negotiated indirect rate, they may utilize a 10% de minimis rate per 2 CFR 200.414.

3. COVID-19 PROVISIONS

Due to the COVID-19 pandemic, access to National Park Service (NPS) property, personnel, or resources may be limited at the start of the agreement. Any performance that requires access to National Park Service property, personnel, or resources shall not commence until the recipient receives confirmation from the NPS Financial Assistance Awarding Officer of the availability of those resources. The recipient shall contact the NPS Financial Assistance Awarding Officer for approval prior to incurring any costs for performance that requires access to National Park Service property or resources.

Such approvals can only be provided by the NPS Financial Assistance Awarding Officer. In the event of a prolonged unavailability of resources, the period of performance may be modified to a later date, or the agreement may be cancelled, by either the National Park Service or the recipient, in its entirety. In addition, the recipient shall contact the NPS Financial Assistance Awarding Officer to coordinate any other changes to the agreement that may be needed to ensure successful performance during the COVID-19 pandemic.

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4. KEY OFFICIALS

A. Communications - The recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to the Awarding/Grants Management Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.

B. Changes in Key Officials - Recipient may not make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by Agency Approval.

5. PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

6. PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 apply to this Agreement. All provided items must be consistently tracked and accounted for by the recipient and NPS both when provided to the recipient and upon return.

7. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

A. This Agreement may be modified at any time, prior to the expiration date, only by agreement executed by both parties. Modifications will be in writing and approved by the NPS Awarding Officer and the authorized representative of Recipient.

B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.

C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

8. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

A. General Reporting Requirements. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

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B. Proceedings You Must Report

- i. Submit the information required about each proceeding that:
- ii. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government.
- iii. Reached its final disposition during the most recent five-year period; and iv. Is one of the following:
 - a) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition; or
 - b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more; or
 - c) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or
 - d) Any other criminal, civil, or administrative proceeding if:
 1. It could have led to an outcome described the award term and conditions.
 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

- i. Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in the award terms and conditions. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

- i. During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

- i. For purposes of this award term and condition:
 - a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract

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Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b) Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

9. FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

If Federal funding is provided to a State, local, tribal, or territorial government for the purchase or use of UAS for their operations, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

Per the policy memorandum issued by National Park Service Director, dated June 19, 2014, the launching, landing, and operating of unmanned aircraft, that is not under the control of the Federal government, on lands and waters administered by the National Park Service is prohibited unless approval is received from the Associate Director for such purposes as:

Scientific study, search and rescue operations, fire operations, and law enforcement. Administrative use includes the use of unmanned aircraft by:

(i) NPS personnel as operators or crew;

(ii) cooperators such as government agencies and universities that conduct unmanned aircraft operations for the NPS pursuant to a written agreement; and

(iii) other entities, including commercial entities, conducting unmanned aircraft operations for the NPS, provided such entities are in compliance with all applicable FAA and Department of the Interior requirements.

10. PATENTS AND INVENTIONS (37 CFR 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

(a) Definitions

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(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) Subject invention means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education, or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights. The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

(1) The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the

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National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

(d) Conditions When the Government May Obtain Title. The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

(1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.

(2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Recipient and Protection of the Recipient Right to File

(1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and

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continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Recipient Action to Protect the Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and

(ii) convey title to the National Park Service when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts. The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

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(h) Reporting on Utilization of Subject Inventions. The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (j) of this provision. As required by 35 U.S.C. 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) Preference for United States Industry. Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights. The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

- (1) Such action is necessary because the Recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee or their licensees.
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations.

If the Recipient is a nonprofit organization, it agrees that:

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(1) Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;

(2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication. Communications regarding matters relating to this provision shall be directed to the Deputy Associate Solicitor, Branch of Procurements and Patents, Office of the Solicitor, U.S. Department of the Interior, 1849 C Street NW, Washington, D.C. 20240.

11. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

12. SECTION 508 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. §794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. NOTE: Quarterly Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the

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Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to [Section 508.gov](https://www.section508.gov), Create Accessible Digital Products. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later, Level AA Success Criteria.

a. Electronic documents with images Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

13. LOBBYING PROHIBITION

18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.

14. ANTI-DEFICIENCY ACT

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

15. ASSIGNMENT

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

16. MEMBER OF CONGRESS

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract

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or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

17. AGENCY

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

18. NON-EXCLUSIVE AGREEMENT

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

19. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

20. NO EMPLOYMENT RELATIONSHIP

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

21. NO THIRD-PARTY RIGHTS

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

22. PROGRAM INCOME

If the Recipient earns program income, as defined in 2 CFR §200.1, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR §200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

23. RIGHTS IN DATA

The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

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24. CONFLICT OF INTREST

(a) Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.

2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

(d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

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25. BUILD AMERICA, BUY AMERICA

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

As applicable, recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#). Additional information can also be found at the White House Made in America Office website: [Made In America | OMB | The White House](#).

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;

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2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or

3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#).

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#) and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.

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13. Anticipated impact if no waiver is issued. Approved waivers will be posted at [Approved Buy America Requests | U.S. Department of the Interior \(doi.gov\)](#); recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States

26. GEOSPATIAL DATA

Geospatial Data Act of 2018, Pub. L. 115-254, Subtitle F – Geospatial Data, §§ 751-759C, codified at 43 U.S.C. §§ 2801–2811 - Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the GeoPlatform.gov list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at www.fgdc.gov.

27. SIGNATURES

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down funds, or accepting the award via electronic means.

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Program Specific Requirements

1. Eligible Costs

Eligible costs under this award are as described in this Notice, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).

For this program eligible costs also include:

1. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA): Administration, Local Government Certification, Development/Covenants, National Register, Planning, Review & Compliance, Survey & Inventory, and Tax Incentives;
2. Administrative costs necessary to complete and administer the grant requirements;
3. Rehabilitation of properties;
 1. Eligible properties include historic districts, buildings, sites, structures and objects listed in the National Register of Historic Places or applicable Tribal Register;
 2. All work must meet the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*; and
 3. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement
4. Survey and Inventory of historic resources to determine eligibility;
5. Cost for administering an easement/covenant for the property;
6. Cost for any required audits or financial requests;
7. Cost for the production of project signs;
8. Costs for public notice of grant opportunities;
9. Costs associated with required training or reporting; and/
10. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

2. NPS Oversight

The NPS will provide oversight of this grant project through the following NPS reviews:

1. Review and approval of annual and final reporting to include compliance with 2 CFR 200;
2. Review and approval for compliance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*;
3. Review and approval for compliance with Sections 106 (54 USC 306108) and 110f (54 USC 306107) of the National Historic Preservation Act in coordination with the appropriate State Historic Preservation Office;
4. Review and approval for compliance with the National Environmental Policy Act (NEPA); and

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5. Any other reviews as determined by the NPS based on program needs or financial/programmatic risk factors (i.e., draft National Register nomination if required, etc.).

3. NAGPRA Costs Are Unallowable

Cost related to Native American Graves Protection and Repatriation Act (NAGPRA) activities are unallowable under this agreement. Funds for NAGPRA activities are available through the NPS National NAGPRA Program.

4. Equipment Purchases

Each item of equipment purchased under this award must be approved specifically and in writing by the NPS prior to purchase to confirm the allowability of the costs. Approval of the application is not approval of equipment included within the application. Equipment is defined by 2 CFR 200.1 as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.

5. Publicity & Press Releases

Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to the NPS. The Recipient must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that the NPS, Department of the Interior, Congressional or other Federal officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that funding for the activity was provided (in part or in whole) by the Historic Preservation Fund (HPF) administered by the National Park Service.

6. Requirement for Project Sign & Public Notification

As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a public notification regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of obligating any contracts or subgrants. A copy of the posted release must be submitted to NPS within 30 days of the posting.

HPF funded development projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. The sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this Grant Agreement. At a minimum, all notifications must contain the following statement:

“[Project Name] is being supported in part by the Historic Preservation Fund administered by the National Park Service, Department of the Interior.”

Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is

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prohibited.

7. Consultants & Contractors

Consultant/contractor(s) must have the requisite experience and training in historic preservation or relevant field to oversee the project work. All consultants and contractors must be competitively selected and documentation of this selection must be maintained by the grantee and be made readily available for examination by the NPS. Federal contracting and procurement guidance can be found in 2 CFR 200.318. Maximum rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary per project location. Current regional salary tables can be found on the Office of Personnel and Management website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.

8. Requirement for NEPA Compliance

All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of the NPS implementation of NEPA, grantees are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant-supported activities, or to certify that no such impacts will arise upon receipt of a grant award. In addition, the NPS has determined that most HPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archeology. For construction or archeology projects, the applicant/grantee should use **HPFOnline** to submit an *Environmental Screening Worksheet*, in order to assist the NPS in determining if a Categorical Exclusion (found in NPS Director's Order 12) can be utilized.

9. Compliance with Section 106

Pursuant to Section 106 of the National Historic Preservation Act (54 USC 306108), the NPS and the grantee must complete the consultation process stipulated in the regulations issued by the Advisory Council on Historic Preservation (ACHP) in 36 CFR 800 **prior** to the commencement of all grant-assisted construction or ground disturbance on the property.

10. Compliance with Section 110

Section 110 of The National Historic Preservation Act identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 USC 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. See this agreement for submission requirements regarding NHL properties. In addition, Section 110(k) (54 USC 306113) prohibits the NPS from funding any grantee or subgrantee that attempts to avoid the requirements of Section 106. Grantees must make every effort to fund preservation projects that do no harm or adverse effects to NHL properties. Should it be discovered a grantee has deliberately damaged a property (e.g., pre-emptive demolition) to avoid requirements, the NPS must be notified to determine, in consultation with the ACHP, if the project can proceed.

11. NPS Review of Planning/Design Documents for National Historic Landmarks

The grantee must submit the following:

1. a site plan that has the north direction clearly marked;
2. a city/county map with the site of the property clearly labeled;

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3. set of plans and specifications for the project;
4. digital images of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan;
5. digital images of all interior major rooms and those involved in the project, labeled and keyed to a floor plan;
6. for NHL Districts include overall views of the district from the project area; and
7. any additional information that will better enable a technical review of the project to be completed.

The grantee must submit documents for the entire undertaking to the NPS for its review and approval to ensure conformance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, **prior** to the beginning of grant-assisted work. Work that does not comply with these Standards in the judgment of the NPS will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

Plans & specifications for the project must be marked on the cover with this statement:

The {name of property} is designated a National Historic Landmark for its architectural and historic significance. It is considered to have irreplaceable cultural, material, and aesthetic value. The work is funded in part by the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. The funding of which is subject to having all work items meet The Secretary of the Interior's Standards for the Treatment of Historic Properties.

12. GIS Spatial Data Transfer Standards

All GIS data collected with HPF funds shall be in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage:

https://www.nps.gov/crgis/crgis_standards.htm

Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available if requested. Execution of a Data Sharing Agreement between the NPS and the Recipient shall take place prior to collection of GIS data using HPF funds, as applicable.

Compliance with this award term will satisfy the requirements of Article 26 "Geospatial Data" and contained within the Department of the Interior's General Terms & Conditions (effective June 1, 2023).

13. Catalog of Federal Domestic Assistance/Assistance Listing Inclusion in Single Audit

Non-Federal entities receiving financial assistance through the Historic Preservation Fund must include the appropriate Catalog of Federal Domestic Assistance (CFDA) number in the Schedule of Expenditures of Federal Award in their Single-Audit. The CFDA number applicable to this award as identified in block 2 on the first page of this agreement document.

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14. Notice of Financial Management Review

As part of government-wide efforts to improve coordination of financial management and increase financial accountability and transparency in the receipt and use of federal funding, the grantee is hereby notified that this award may be subject to higher scrutiny. This may include a requirement to submit additional reporting documentation.

15. Subgrant Awards

The awarding of subgrants must follow the eligibility factors outlined in the Notice of Funding Opportunity, OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual.

16. Unanticipated Discovery Protocols

At a minimum, unanticipated discovery protocols for subgrants or contracts shall require the sub-grantee or contractor to immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the SHPO or THPO, sub-grantee or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. With the express permission of the SHPO and/or THPO, the sub-grantee or contractor may perform additional measures to secure the jobsite if the sub-grantee or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

17. Requirement for Training

At the direction of the National Park Service, personnel associated with management of the grant program may be required to attend trainings and/or meetings. The grantee will be provided adequate notice to plan for any required activities; expenses incurred as part of this requirement are eligible to charge towards the grant.

18. Demonstration of Effort – Performance Goals

In order to ensure the timely and successful completion of all HPF grant awards, the NPS requires acceptable demonstration of effort by the grantee on project work supported by all HPF funded grants.

Demonstration of effort means acceptable performance by undertaking meaningful progress on grant-supported activities and complying with award terms and conditions.

19. Funding for Use of Unmanned Aircraft Systems (UAS) (AKA Drones)

HPF funding for unmanned aircraft systems (UAS) usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

If HPF funding is provided to a state, tribal, local, or territorial government, or other non-profit organization for the use of UAS as part of their scope of work, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

20. Easement/Covenant Requirement

Section 54 USC 302902 of the National Historic Preservation Act requires Historic Preservation

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Fund grantees agree to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior. Accordingly, recipients awarded funds for the physical preservation of a historic site shall sign a preservation agreement/covenant/easement (easement) with the State or Tribal Historic Preservation Officer in which the site is located or with a nonprofit preservation organization acceptable to the NPS. For competitive (project) grants, a draft copy of the preservation covenant/easement template must be submitted to the NPS ATR within one year of grant agreement execution for review and comment.

All preservation easements must be executed by registering it with the deed of the property. Baseline documentation of the character defining features of the site must be documented prior to construction through photographs. The preservation easement must document the grant assisted condition of the site and the historic character defining features as part of the document registered with the deed.

The term of the preservation easement is dependent on the amount of assistance the historic property receives from this opportunity:

1. If the historic property is not currently protected by a preservation easement, a preservation easement must be executed for the term as given in the table below per the amount of funding awarded.
2. If the historic property is currently subject to a preservation easement that meets the minimum federal preservation requirements, an extension must be executed for an additional duration to meet the requirements of the new funding awarded. Required term is identified in the table below. For example, if a property had 10 years remaining on a previous 20-year easement, and receives \$300,000 in HPF funding, an amendment to add 15 years would be required.
3. If the historic property is currently protected by a perpetual or other preservation easement that meets or exceeds the requirements of this grant program as determined by the NPS, no additional duration or restrictions are necessary.

Amount of Federal Assistance Awarded	Covenant/Easement Term Requirement
\$1-\$50,000	5-year minimum preservation agreement; a covenant/easement amending the deed is not required
\$50,001 - \$250,000	10-year minimum preservation covenant/easement
\$250,001 - \$500,000	15-year minimum preservation covenant/easement
\$500,001- \$750,000	20-year minimum preservation covenant/easement

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\$750,001+	25-year minimum preservation covenant/easement
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21. Audit Findings and Follow-Up

The Recipient is hereby informed that the NPS may withhold or suspend award funds, or may impose other related conditions, if the recipient does not satisfactorily and promptly address findings from Single or program-specific audits, investigations, or reviews of NPS programs and awards. Each year the award is active, the Recipient must require its auditors to provide status report updates of all audit findings included in the prior audit's Schedule of Findings and Questioned Costs, as required by 2 CFR 200, Subpart F ("Grants and Agreements, Audit Requirements"). Upon review of subsequent annual audits, the NPS will determine if further corrective action is warranted.

When findings exist, the Recipient must submit a status report every six months to the NPS of all steps being taken to resolve related audit findings included in the prior audit's *Schedule of Findings and Questioned Costs* to remain in good standing for all NPS grant awards. If the Recipient fails to meet these deadlines without written approval of extension from the NPS, NPS may withhold remaining and future award funds, or may impose other related requirements to ensure compliance with this condition. Outstanding audit findings, if any, are included in the attachments of this Agreement.

22. Copyright

Per 2 CFR 200.315(b), the NPS reserves a royalty-free right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so, any materials produced under this grant. All photos included as part of the interim & final reporting and deliverables/publication will be considered released to the NPS for future official use. Photographer, date, and caption should be identified on each photo, so NPS may provide proper credit for use.

A digital copy of all deliverables must be available for public access. Sensitive information may be redacted from the public access copy.

All consultants hired by the Recipient must be informed of this requirement.

23. Compliance with the Americans with Disabilities Act and the Architectural Barriers Act

The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.

24. Funding Acknowledgement

The grantee must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables and publications concerning NPS grant-supported activities as referenced in the Statement of Work.

All deliverables must contain the following disclaimer and acknowledgement:

"This material was produced with assistance from the Historic Preservation Fund, administered by the

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National Park Service, Department of the Interior under Grant Number [insert grant number] (and HPF Online Project Number, if applicable). Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

1. Deliverables/publications include but are not limited to grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs; invitations and photos; websites; mobile apps; exhibits; and interpretive signs.
2. All digital copies must follow the file naming convention described in the attached Digital Product Submission Guidelines. Refer to the attached guidance document for instructions on creating, naming and submitting digital copies of deliverables/publications.
3. All consultants hired by the grantee must be informed of this requirement.
4. Grantees, subgrantees, contractors may not use the NPS Arrowhead in any form without written permission.

25. Determination of Risk

In accordance with 2 C.F.R. § 200.205, the application for this award was subjected to a pre-award risk assessment which included a review of information contained within the application, past audits, Federal Awardee Performance and Integrity Information System (FAPIIS), and/or past performance on previous Federal financial assistance awards and other factors.

This award has been determined to be a low risk with the following requirements:

Requests for payment may be made directly from the ASAP grant account without prior NPS approval after expenses have been incurred, invoiced, and paid. All documentation of expenses must be kept on file for audit purposes and may be requested by the NPS at any time. If payments are drawn down prior to invoice and payment or in amounts larger than costs incurred, the Recipient may be determined medium or high risk and be subject to additional grant terms and conditions.

26. Cost Sharing/Matching Requirement

A minimum of 40% non-Federal cost-share is required for costs incurred under this grant program. The recipient agrees to contribute the amount identified in block 11n in eligible non-Federal matching contributions that are allowable, properly documented, and must be used during the grant period to share the costs for this statement of work. Failure to use the required non-Federal matching share will result in the disallowance of costs reimbursed, and/or the deobligation of remaining unexpended funds.

27. Pass-Through to Certified Local Governments

At least 10.0% of the amount awarded to each state (the Federal share of this grant) must be transferred to eligible Certified Local Governments (CLGs) in the state. **Funds not obligated to CLGs by July 1 of the second year may be recaptured and redistributed to the benefit of other CLGs. Funds not expended in the third year may be recaptured and returned to the U.S. Treasury.** If the State anticipates possible recapture, they must notify the NPS as soon as possible so they may assist in possible redistribution of the funds.

AWARD ATTACHMENTS

Natural Resources, Missouri Department Of

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1. Environmental Certification
2. Digital Products Submission



United States Department of the Interior

NATIONAL PARK SERVICE

1849 C Street, NW

Washington, DC 20240

ENVIRONMENTAL CERTIFICATION

Based upon a review of the application, proposed work, and the supporting documentation contacting in the applications, it has been determined that the proposed HPF funded work meets the criteria for categorical exclusion under the current Interim Director's Order 12 *Categorical Exclusions* (replacing DO-12 Handbook, Chapter 3, Sections 3.3, 3.4, and 3.5).

Applicable categorical exclusion(s) below apply to all proposed projects **except** development and archeological survey which must be reviewed independently: **F.1 – F.6 – Actions Related to Grant Programs**

Megan J. Brown
Chief State, Tribal, Local, Plans & Grants
National Park Service

[effective as of Date Issued]
(block 1, page 1)

Digital Product Submission Guidelines

The National Park Service's (NPS) State, Tribal, Local Plans & Grants (STLPG) Division developed these guidelines to outline the digital product submission process for grant recipients. These guidelines specify the types of products that should be submitted, supply guidance on the file names and formats grant recipients should use, and define how submissions should be made.

Products submitted digitally may be uploaded and shared with the general public through the [Integrated Resource Management Application \(IRMA\)](#), the NPS's digital repository system. The see grant products that have already been uploaded, use the above link, choose Historic Preservation Fund (HPF) under "Select a Park, Office, Program or Region" and selected a category of featured context.

What to submit:

- Provide one digital copy of each deliverable or publication under your grant agreement. Refer to the Reports, Outputs, & Outcomes article to find the deliverables and publications specified in your grant agreement.
- Deliverables and publications include, but are not limited to, the following materials:

SUBMIT	DO NOT SUBMIT
Reports, plans and guidelines (including historic structure reports, design guidelines, economic impact studies, treatment reports, historic context statements, preservation plans)	Digital copies saved on CD/DVD-Rs or flash drives (unless arrangements have been made with your grant administrator)
Substantive event materials (including programs, proceedings, handouts, photographs)	Confidential/restricted reports that cannot be viewed by the general public (including archeological reports, architectural reports on federal buildings or restricted sites)
Professionally produced content (including books, documentaries, oral histories, presentations and PSAs)	Other documentation not intended for the general public (including survey forms, financial records, correspondence)
Interpretive products (including books, brochures, posters, interpretive tours, coloring books or other youth-focused products, lesson plans)	Ephemeral products unlikely to be of future value to the general public (including flyers, postcards, invitations, meeting minutes)
Online content (including websites, story maps, and other web-based projects)	

- **Final grant products may be made available to the general public and should, by default, feature the NPS disclaimer.** Printed products must feature a printed disclaimer when feasible. Audio products must include a spoken version of the disclaimer. Video products must include the disclaimer as an on-screen graphic. A disclaimer is not required when it would be unreasonable to do so, such as on size-restrictive publications like postcards or flyers.

"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

- For additional questions about the required disclaimer, consult with your grant manager.

Naming files for submission:

- Name each file you will be submitting using the following naming convention:
[Grant Program]_[Fiscal Year]_[Grantee's State Abbreviation]_[Legal Name of Grantee or Subgrantee]_[Grant Number]_[Short File Description]
- Do not use spaces or special characters (#, %, &, ?) in the file name.
- For "Short File Description," write a brief (less than 50 characters), unique description that would help someone easily and quickly identify the file.
- If files are part of a series, append the number 001, 002, etc. to the end of the description.
Ex: Audio files from a FY2018 grants by the DC State Historic Preservation Office
SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_JohnDoeInterview001.mp3
SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_JohnDoeInterview002.mp3
- Use the appropriate abbreviation for your grant program in the file name:

Grant Program	Abbreviation
African American Civil Rights	<i>AACR</i>
Hurricanes Florence & Michael and Typhoon Yutu Recovery	<i>FYM</i>
Hurricanes Harvey, Irma, & Maria Recovery	<i>HIM</i>
Historically Black Colleges & Universities	<i>HBCU</i>
Historic Preservation Fund	<i>HPF</i>
Paul Bruhn Historic Revitalization Grants	<i>PBHRG</i>
Save America's Treasures	<i>SAT</i>
Semiquincentennial	<i>SEMI</i>
State Historic Preservation Office	<i>SHPO</i>
Tribal Heritage Grants	<i>THG</i>
Tribal Historic Preservation Office	<i>THPO</i>
Underrepresented Communities	<i>URC</i>

Required file formats and resolution standards:

- *Reports and publications*: PDF files created at 300 ppi (pixels per inch) minimum and 100% of the original document size. Convert authoring formats to PDFs (for example, saving Word or InDesign files as PDFs). When born-digital is not available, provide high resolution scans of printed materials as PDFs. Preference is for PDF/A-1 or PDF/A-2 format over standard PDF.
- *Photos*: JPEG or TIFF files saved at a minimum resolution of 3000 x 2000 pixels (or 6 megapixels).
 - **When submitting photographs, include captions, photo credit, and a signed release form (if needed).** [Photo release forms are available on the STLPG website.](#)
 - **Development (construction) grants must submit photographs of all work completed under the grant, including at least three views of the overall structure and all elements of the scope of work.** Refer to the [NPS Documenting Historic Places on Film guidelines](#) for more information on photographing a variety of historic environments and buildings.
- *Videos*: MP4 files saved at a resolution of 1280 by 720 pixels. All videos produced with HPF funding should include closed captioning. When reasonable, provide transcripts of videos as Word documents.
- *Audio*: Uncompressed WAV files. When reasonable, provide transcripts of audio files as Word documents.
- For more information about formatting deliverables, consult the [National Archives' Tables of File Formats](#).

Creating an index file for your submission:

- Include this information in the index file for each product that is being submitted:
 - Grant Number
 - Subgrant Number (if applicable)
 - Title of Product
 - Filename
 - Product Creator(s) (give full names and their roles include up to 5 names or organizations)
 - Date Completed
 - Extent (number of pages, photographs, or length of audio/video files; use when applicable)
 - Description (up to 200 words)
- Save the index file as a Microsoft Word document using the following naming convention:

[Grant Program]_[Fiscal Year]_[Grantee's State Abbreviation]_[Legal Name of Grantee or Subgrantee]_[Grant Number]_Index.docx

Ex. SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_Index.docx
- Only submit one index per submission, including all of the products in that submission

Submitting Your Files:

1. Email stlpg@nps.gov to ask to be added to your grant folder.
2. You will receive an e-mail from the Records Management Assistant's e-mail account with the subject '[RM Assistant Name] shared the folder "[Grant Name]" with you'. Click 'Open' in the e-mail.
3. You will be sent to a page asking you to Request Verification Code. Click 'Send Code.'
4. A second e-mail from no-reply@sharepointonline.com with the subject 'Code [Eight digit number] is your Microsoft SharePoint verification code.'
 - a. Copy the code from the e-mail and paste into the box on the 'Enter Verification Code' page that appeared after you requested a code be sent to you.
5. Click the 'Upload' button at the top of the page.
 - a. It will give you the option to either upload file(s) or a folder.
6. In the new window, click on the file you wish to upload and then 'Open'. The file should now appear on the page.
7. E-mail the stlpg@nps.gov account to notify them that the files have been submitted using the template provided in your welcome e-mail. Unlike the previous system, there is no notification given when a file is uploaded and your files will not be considered submitted until this email is received.

Reviewing submitted files:

- When NPS receives the files, we will review your submitted products for compliance with the HPF grants manual, the Secretary of the Interior's Standards of Archeology and Historic Preservation, and any other relevant requirements.
- If there are issues with the submitted files or grants products, your grant manager will contact you and may ask for corrections and resubmission if necessary.
- NPS will also determine whether the submitted products are suitable for sharing with the general public through the [Integrated Resource Management Application \(IRMA\)](#), the NPS's digital repository system. If so, we will upload the files there and make them publicly available.