City of Carthage, Missouri

CITY COUNCIL

May 13, 2025 - 7:00 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 April 22, 2025 Minutes
6. **Presentations/Proclamations**
    1. Earth Day/Arbor Day
    2. National Day of Prayer
    3. CWEP Drinking Water Week
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**
    1. Financial Reports
13. **Report of Claims Presented Against the City**
    1. Motion and a second to approve the Claims
14. **Public Hearings**

15. Old Business

1. C.B. 25-23 -- An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and CGI Digital for a cost-free decorative street banner program, in partnership with Vision Carthage

16. New Business

1. C.B. 25-24 -- An Emergency Ordinance authorizing the Mayor to enter into a Contract with Neutron Holdings, Inc. d/b/a LIME for scooter rental in the City of Carthage, Missouri
2. C.B. 25-25 -- An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute an agreement between the City of Carthage, Missouri and Cellco Partnership DBA Verizon Wireless, for a temporary COW/COLT cell tower for Marian Days 2025 held in Carthage, Missouri
3. C.B. 25-26 -- An Ordinance authorizing the Mayor to enter into a contract with Elements Construction Concepts, Inc. of Joplin, Missouri, for the replacement of the West Macon and Center Street Box Culverts in the amount of $308,915.00, in the City of Carthage, Missouri.
4. C.B. 25-27 -- An Ordinance of the City of Carthage, Missouri authorizing the Mayor to enter into a contract with Elite Site Work of Kisse Mills, Missouri for the HH and Chapel Road Sidewalk project in the amount of $289,559.00, in the City of Carthage, Missouri.
5. C.B. 25-28 -- An Ordinance authorizing the Mayor to enter into a contract with JKS Construction Inc., for a box culvert replacement on East Chestnut Street, in the amount of $165,474.00, in the City of Carthage, Missouri.
6. C.B. 25-29 -- An Ordinance authorizing the Mayor to enter into an amended contract with the Vision Carthage for Specified Services in the City of Carthage, until June 30, 2026, in the City of Carthage, Missouri.
7. C.B. 25-30 -- An Ordinance authorizing the Mayor to enter into an agreement with the Boots Court Foundation/Carthage Visitors Center for $36,000.00 annually beginning July 1, 2025, for Tourism and Marketing Services, in the City of Carthage, Missouri.
8. C.B. 25-31 -- An Ordinance authorizing the Mayor to execute a Contract between the City of Carthage and the Carthage Over 60 Center for services in the amount not to exceed $23,000.00.
9. C.B. 25-32 -- An Ordinance authorizing the Mayor to execute a Memorandum of Understanding between the City of Carthage and the Carthage Economic Development Corporation and to agree upon general terms and commit to the financial terms of the Agreement.
10. C.B. 25-33 -- An Ordinance authorizing the Mayor to enter into a contract with Guaranty Bank for Banking Services.
11. C.B. 25-34 -- An Ordinance authorizing the Mayor to enter into an agreement with Union Pacific Railroad Company for the plan review of the McGregor St Bridge in the amount of $25,000.00, in the City of Carthage, Missouri.
12. C.B. 25-35 -- An Ordinance authorizing the Mayor to sign an amended and restated City of Carthage, Missouri, Police and Fire Pension Plan

document. Such amendment and restatement of the Plan is as recommended by the Police and Fire Pension Plan Committee.

17. Mayor's Appointments

18. Resolutions

1. Resolution 2086 -- A Resolution authorizing the City of Carthage to enter into broker agreement with Ollis/Akers/Arney for the 2025/2026 policy year.
2. Resolution 2087 -- A Resolution of the City Council of the City of Carthage granting an Administrative Lot Split for property located East of South Grand Avenue on East Fir Road, consisting of approximately 20.51 acres.

19. Closing Comments

20. Executive Session

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

APRIL 22, 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=kZKiMqNzkfg

The Carthage City Council met in regular session on the above date in Council Chambers at 6:30 PM with Mayor Alan Snow presiding. 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. City Administrator Traci Cox and City Attorney Jon Gold were also present.

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

Mr. Peterson made a motion, seconded by Ms. Heckmaster, to approve the minutes of the April 8, 2025 Council meeting. Motion carried.

Mayor Snow presented plaques to outgoing Council Members Chris Taylor and Terri Heckmaster and thanked them for their service.

During Public Comments, Jeff Meredith with the CEDC, read a letter to the Council that he received from Schreiber Foods regarding their expansion project. At this time, they are putting the project on pause due to the current economic conditions, they will update us at a later time regarding the future of the project. He also reported that the City of Carthage received a $750,000 CDBG grant for the downtown sidewalk expansion project for the sidewalks going off the sides of the square.

Chuck Bryant, CWEP General Manager, congratulated all the new council members and encouraged the new members, and the outgoing members to sign up for the customer academy that CWEP hosts.

Tiffany Cossey, 1306 S Main, congratulated the new council members and thanked Mayor Snow for all of the work he has done.

Ms. Heckmaster reported that the Budget Ways and Means Committee met April 14th, the committee reviewed the agency contracts and approved the Boots Court agreement, the third year of the Chamber and Vision Carthage contracts, the CEDC asked for extra funding, but that agreement was tabled until the FY 25-26 was closer to being done to see where financials are at. The committee reviewed and approved the revenue estimates prepared by Ms. Cox.

Ms. Cox also reported that the City has asked MoDOT for another taxi which would be paid for with and 80/20 grant. The next meeting will be May 12th at 5:30.

Ms. Schramm reported that the Committee on Insurance, Audit and Claims met on this day and approved the claims. The door access project at Public Works will start on Monday, the IT grant was reinstated, and the committee decided to table the Ollis/Akers/Arney agreement until the agreement was provided and could be reviewed. The next meeting will be on May 12th at 5:30.

Ms. Heckmaster reported that the Public Safety Committee met April 22nd at 4:45, Cassie Nichols and Melissa James were present to discuss St. Luke's Color Run/Walk event scheduled for June 14. Ms. Nichols and Ms. James will meet with Public Works and the Police Department to determine needs for the event and present again at next month's Public Safety Meeting. Jackie Boyer was present to request street closures within Kellogg Lake Park for the Annual Kid's Fishing Day Event. Patrol of Kellogg Lake Park will be increased beginning June 2 as that is when the lake will be stocked with extra fish. Ms. Heckmaster made a motion, seconded by Mr. Peterson, to close the streets beginning June 6 at 5:00 pm until close of the event on June 7 in Kellogg Lake Park for the Kid's Fishing Day Event. Motion carried. Sally Stuart was present to request alcohol in Central Park on June 28 between the hours of 7:00 pm to 10:00 pm for Art in the Park. Ms. Heckmaster made a motion, seconded by Ms. Schramm, to allow alcohol in Central Park on June 28 from 7:00 p.m. to 10:00 p.m. for Art in the Park. Motion carried. Jessica Duncan requested street closures for the 3rd annual Neighborhood Block Party on Wendy Lane. Ms. Heckmaster made a motion, seconded by Ms. Leece, to close Wendy Lane from Laura Street to Buena Vista on May 31 from 4:00 p.m. to 9:00 p.m. for their Neighborhood Block Party. Motion carried. Megan Milliken from CWEP requested road closures on 7th Street and the intersection of Maple and 7th the closure of 7th Street from Garrison to Lyon, including the intersection of Maple St. & 7th Street, for the CWEP Big Truck Event for the 1st grade students from Columbian Elementary to learn about CWEP and explore the Big Trucks. Ms. Heckmaster made a motion, seconded by Mr. Barlow, to close 7th Street from Garrison to Lyon, including the intersection of Maple St. & 7th Street on the morning of April 30 from 9:00 a.m. to 11:30 a.m. for the CWEP Big Truck Event. Motion carried. Tourism Director Melissa Little was present to request the committee to allow alcohol from 4:00 p.m. to 9:00 p.m. at the remaining Food Truck Friday events for the 2025 year. The committee requested that the alcohol be contained by roping off an area specifically for alcohol sales. Ms. Heckmaster made a motion, seconded by Mr. Peterson, to allow alcohol in Central Park for the remainder of the 2025 Food Truck Friday events as requested. Motion carried. The committee approved Resolution 2085, which declare the old command bus from the Police Department as surplus. Fire Chief Jason Martin requested that the money budgeted for Honor Guard uniforms be reallocated to purchase a new mower for the south fire station. Ms. Heckmaster made a motion, seconded by Mr. West, to reallocate $9,500 from Honor Guard uniforms to be used for the purchase of a new mower for the south fire station. Motion carried. The Committee also approved Resolution 2084 be forwarded to council for consideration. This Resolution is to accept a donation of $1,000 for the Fire Department. The next meeting will be on May 19th at 5:30.

Ms. Schramm reported the Public Services Committee met April 15th. Sally Stuart was present to request the use of Central Park for the Art in the Park event. This is a private ticketed event, and will be in a designated area. Ms. Schramm made a motion, seconded by Ms. Leece to close Central Park in the designated area and remain open to public outside the area on June 28 from 7-10 pm for the Art in the Park event. Motion carried. Angel Himes, with Schreiber Foods, was present to request the use of Central Park for the Schreiber Park Day event, there will be many activities, includes a beverage truck within the park. Ms. Schramm made a motion, seconded by Mr. Peterson, to allow Schreiber Foods to use Central Park on June 7 from 3-8 pm for their Schreiber Park Day event. Motion Carried. Debbie Herbst was present to request the use of Central Park for the 23rd annual Great Americans Day. Ms. Schramm made a motion, seconded by Mr. Barlow, to allow the use of Central Park on May 13 from 8-2 pm for Great American Days. Motion carried. Jana Sawyer, the Director of the R-9 Language Programs, was present to request the use of Central Park for the 2nd annual Cultural Festival which would be open to the public. Ms. Schramm made a motion, seconded by Ms. Leece, to allow the use of Central Park on May 2 from 5:30-7 pm for the Dual Language Academy Cultural Festival. Motion carried. The LIME scooters MOU was discussed and there are some minor changes that are being made, this has been tabled until the May 20 Public Services meeting. Ms. Schramm reported that the Pool Steering Committee had met and decided to keep the pool plans at Municipal Park, they are meeting with Waters Edge to review plans and pricing. The next meeting will be on May 20th at 5:30.

Mr. Taylor reported the Public Works Committee met at the beginning of the month and discussed the downtown sidewalks, they had a cracking issue and that has since been repaired, they have also installed the handicap bump outs on the North side. The next meeting will be May 6th at 5:30.

Special Committee and Board Liaison reports were given by Mr. Peterson for the Kellogg Lake Board, Ms. Leece for the Carthage Water and Electric Board, and Ms. Schramm for Vision Carthage and the Harry S. Truman Coordinating Council.

Mayor Snow recognized Keith Wheat with the Street Department, he has been working for the City for 40 years. He reported on meeting with the Humane Society and sending them a revised contract, he reported that they did reject the contract and they will be working to find a solution. He has been working with Bren Flanigan on the Mayor transition, and he thanked council for all the support he received as Mayor.

During Remarks from Council Members, Mr. Taylor thanked everyone he has worked with in the City during his time on Council. He also thanked the citizens for allowing him to serve. Mr. Peterson thanked Mr. Taylor and Ms. Heckmaster for their time on Council. Mr. West congratulated the new members and looks forward to working with them. Ms. Leece also looks forward to working with the new members and thanked Mr. Taylor and Ms. Heckmaster. Ms. Heckmaster thanked everyone in the City and looks forward to seeing Carthage grow and strive, she thanked Ms. Deal for all her technology help, and thanked Ms. Cox, Mayor Snow, and all the Council and departments heads for all of their knowledge. Mr. Barlow sent heartfelt thanks to Mr. Taylor and Ms. Heckmaster. Ms. Schramm reported on the blessing box that is at the Grace Episcopal Church and encouraged everyone to put food and other necessities in it for those in need. She thanked Julie with the Chamber and Toni with Crosslines for making this possible.

Police Chief Hawkins thanked Mr. Taylor and Ms. Heckmaster for their time on Council.

Fire Chief Jason Martin also thanked Mr. Taylor and Ms. Heckmaster for their service. He reported that 4 sirens failed to make sound in the recent storms and that he and his department were working on fixing them. They found it was a special fuse that goes to the audio that was needing replaced, and they will be testing them tomorrow at 10 am and then still continuing the every Saturday testing at noon.

Parks and Recreation Director Abi Almandinger reported that the Central Park restroom renovations had started, the plantings around town would be happening soon. She also thanked Mr. Taylor and Ms. Heckmaster and welcomed the new council members.

Interim Public Works Director Josiah Bayless thanked Mr. Taylor and Ms. Heckmaster. He reported there was a preconstruction meeting that morning for the Hazel and Airport widening project. They will begin moving in equipment next week and he will get with Melissa Little to get information posted on the website and Facebook about any closures. He also reported that they are taking a week off from the sidewalks around the square and that they would be back next week.

Tourism Director Melissa Little thanked Mr. Taylor and Ms. Heckmaster for their service. She also reported that the April Food Truck Friday event was very well attended, there were 20 food trucks and 21 vendors. It is estimated that there were 5,000 visitors. She thanked the Parks and Recreation department for their help in picking up trash. She said that the May event would have an alcohol vendor, and that the event marketing for May has reached 130,000 people. The Citywide garage sale map will be available on Friday, the Tourism Advisory Board will meet April 30 to secure a date for the 2026 Route 66 event we are hosting. They are also working on updating the Visitor's Guide.

City Administrator Traci Cox reported that Melissa has done a wonderful job taking on the Food Truck Friday event. She reported that the budget meeting discussing the CWEP budget would be on Wednesday May 14. She also reported that all the ARPA money has been spent and the report for the ARPA funds has been submitted. She thanked Ms. Heckmaster and Mr. Taylor for all of the work they have done.

The Committee on Claims filed a report in the amount of $1,833,483.78 against the following funds: General Revenue $527,847.23, Public Health $160,272.31, Lodging $4,760.10, Public Safety $4,534.91 , Parks/Stormwater $24,845.49, Fire Protection $30,653.38, Golf $29,412.20, Capital Improvements $8,798.78, Parks and Recreation $77.03, Myers Park $3,030.50, Use Tax $14,898.21, Public Facilities $45,741.99, ARPA $594,771.90, and Payroll $383,839.75. Mr. Peterson made a motion, seconded by Mr. Taylor, to accept the report and allow the claims. Motion carried.

Under Old Business, C.B. 25-22 -- An Emergency Ordinance authorizing the Mayor to accept the donation of two parcels of land from RSM Development to the City of Carthage for property located in the Sunrise Meadows subdivision, in the City of Carthage, Missouri was placed on first reading.

Mr. Peterson made a motion, seconded by Mr. Leece, to forward Council Bill 25-22 to second reading due to its emergency status. Motion carried.

C.B. 25-22 -- An Emergency Ordinance authorizing the Mayor to accept the donation of two parcels of land from RSM Development to the City of Carthage for property located in the Sunrise Meadows subdivision, in the City of Carthage, Missouri second reading followed by a roll call vote of 7 yeas and 0 nays. Ayes: Taylor, Peterson, West, Heckmaster, Leece, Barlow, Schramm. The Council Bill was approved and numbered Ordinance 25-21.

Ms. Heckmaster made a motion, seconded by Ms. Schramm, to approve the results of the April 8, 2025 election results as follows:

Mayor:	Ed Hardesty – 608 votes
	David Bren Flanigan – 1,302 votes
	Write-in – 19 votes
Ward 1:	Chris Taylor – 78 votes
	Kate Gilpin – 86 votes
	Write-in – 1 vote
Ward 2:	Ray West – 95 votes
	Write-in – 2 votes
Ward 3:	2 year Term
	David Thorn – 218 votes
	George Butler III – 172 votes
	Write-in – 6 votes
	1 Year Term
	Katrina Short – 199
	Jack Perkins – 207
	Write-in – 1 vote
Ward 4:	TJ Teed – 195 votes
	Alan Snow – 541 vote
	Write-in – 6 votes
Ward 5:	Keith Hurlbut – 203 votes
	Ron Wells – 234 votes
	Write-in - 6 votes

Motion carried unanimously.

Ms. Heckmaster made a motion, seconded by Ms. Leece, to adjourn the Old Council. Motion carried and the Old Council adjourned at 7:24 pm.

There was a short recess.

Under New Business, City Clerk Miranda Deal administered the Oath of Office to Mayor Bren Flanigan and Council Members Kate Gilpin, Ray West, David Thorn, Jack Perkins, Alan Snow, and Ron Wells.

The following Council Members answered roll call: Derek Peterson, Kate Gilpin, Lori Leece, Ray West, Jack Perkins, David Thorn, Tom Barlow, Alan Snow, Jana Schramm, and Ron Wells.

Ms. Schramm made a motion, seconded by Ms. Leece, to approve the Mayor's Committee Appointments. Motion carried.

Ms. Leece made a motion, seconded by Mr. Peterson, to approve the Mayor's Board Liaison Appointments. Motion carried.

Ms. Schramm made a motion, seconded by Mr. Wells, to nominate Alan Snow as Mayor Pro Tem. No other nominations were received. The council voted unanimously to appoint Alan Snow as Mayor Pro Tem.

C.B. 25-23 -- An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and CGI Digital for a cost-free decorative street banner program, in partnership with Vision Carthage was placed on first reading with no action taken.

Mr. Peterson made a motion, seconded by Ms. Leece, to approve Resolution 2084 -- A Resolution providing for the formal acceptance of a donation by the City Council of the City of Carthage, Missouri pursuant to City Policy. Resolution 2084 was adopted after a roll call vote of 10 yeas and 0 nays. Ayes: Peterson, Gilpin, Leece, West, Perkins, Thorn, Barlow, Snow, Schramm, and Wells.

Mr. Snow made a motion, seconded by Ms. Gilpin, to approve Resolution 2085 -- A Resolution approving the declaration as surplus to the City's needs and authorizing the disposition of police equipment (command vehicle) consisting of a 1990 International 3800 FBC (RV body type) (VIN 1HVBBCFNXLH697961) with approximately 69,485 miles of use to be scrapped. Resolution 2085 was adopted after a roll call vote of 10 yeas and 0 nays. Ayes: Peterson, Gilpin, Leece, West, Perkins, Thorn, Barlow, Snow, Schramm, and Wells.

The Insurance, Audit and Claims Committee did not have a chance to review an agreement with Ollis/Akers/Arney so they had tabled Resolution 2086 until the May 13 committee meeting.

Ms. Schramm made a motion, seconded by Mr. Snow to table Resolution 2086 until the May 13 Council Meeting. Resolution 2086 -- A Resolution authorizing the City of Carthage to enter into broker agreement with Ollis/Akers/Arney for the 2025/2026 policy year

During closing comments, Mayor Flanigan stated that it is an honor to serve as Mayor and he wants to make Carthage better. He thanked the last Council for serving and was appreciative of what they had done. He acknowledged Mr. Snow for his time serving as Mayor during a challenging time. He presented a plaque to Mr. Snow to honor the time he served as Mayor of the City of Carthage. Mayor Flanigan also applauded all those who had the willingness to serve on the City Council. Mr. Peterson echoed Mayor Flanigan’s words and welcomed the new members. Ms. Gilpin thanked the citizens who voted for her, Mr. Leece welcomed the new Mayor. Mr. West said it was great to see all 10 seats filled again. Mr. Perkins stated that he decided to move back home a few years ago and so he did and now he is ready to serve. Mr. Thorn hopes to help Carthage move forward. Mr. Barlow was also happy to see all the seats filled. Mr. Snow thanked Mayor Flanigan and all the recognition he has received. He said this will start his eighth year on the City Council and he is happy to be back in his Council seat. He also wished the Carthage Tigers good luck on all the spring sports. Ms. Schramm welcomed the new Mayor and thanked Mr. Snow for his time serving as Mayor. Mr. Wells thanked Ms. Deal for her technology help and thanked the voters. This is his second time serving and he looks forward to working with everyone.

Mr. Wells made a motion, seconded by Mr. Snow, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:56 p.m.

PROCLAMATION

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

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

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

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

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

WHEREAS, this year marks the 55th anniversary of the Earth Day movement, let it be known that the City of Carthage, Missouri, encourages all businesses, institutions, and individuals to celebrate the Earth and commit to caring for the planet and its resources

NOW, THEREFORE, I, Bren Flanigan, Mayor of the City of Carthage, Missouri, do hereby proclaim April 26, 2025, as

EARTH DAY

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

Bren Flanigan
Mayor

ARBOR DAY PROCLAMATION

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

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

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

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

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

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

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

NOW, THEREFORE, I, Bren Flanigan, Mayor of Carthage, do hereby proclaim April 26, 2025, to be

ARBOR DAY

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

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

DATED this 26th Day of April, 2025.

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Bren Flanigan

Mayor, City of Carthage

P R O C L A M A T I O N

WHEREAS, the first Thursday in May, 2025 A.D. has been designated as National Day of Prayer, and

WHEREAS, the theme for 2025 is "Lift up the Word, Light up the World", and

WHEREAS, the work of several churches of the area has greatly enriched and strengthened the civic bonds and served the spiritual and physical needs of our community, and

WHEREAS, "in agreement with the Carthage Ministerial Alliance, we decree that Jesus is Lord over the City of Carthage, Missouri", and

NOW, THEREFORE, I, Bren Flanigan, Mayor of Carthage, Missouri, declare the day of May 1, 2025 as

NATIONAL DAY OF PRAYER

in the City of Carthage. I encourage all citizens of our fair city to recognize the work of the Ministerial Alliance and congregations which have contributed so much to the well-being of our community.

____

Bren Flanigan
Mayor

P R O C L A M A T I O N

Drinking Water Week – May 4-10, 2025

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, Carthage Water & Electric Plant (CWEP) is committed to delivering safe, reliable drinking water to the residents and businesses of Carthage, Missouri; and

WHEREAS, CWEP's dedicated water professionals work tirelessly behind the scenes to treat, test, and deliver millions of gallons of clean water every day while maintaining critical infrastructure and responding to service needs; and

WHEREAS, access to safe drinking water is crucial for public health, economic development, and the overall quality of life in our community; and

WHEREAS, the theme of Drinking Water Week 2025, "Protect the Source," encourages us all to value our water resources and recognize the vital role each of us plays in safeguarding them for future generations;

NOW, THEREFORE, I, Bren Flanigan, Mayor of the City of Carthage, Missouri, do hereby proclaim the week of **May 4–10, 2025** as

DRINKING WATER WEEK

in the City of Carthage and encourage all residents to join CWEP in recognizing the importance of clean, safe drinking water and the people who make it possible.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Carthage to be affixed this 2nd day of May, 2025.

____
Bren Flanigan
Mayor

City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

April 22, 2025 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

MEMBERS PRESENT: Jana Schramm, Derek Peterson, Terri Heckmaster

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

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

2. Old Business

1. Approval of April 8, 2025 Minutes

ACTION:	Motion to accept/approve item 2.1. by Derek Peterson; 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 Terri Heckmaster; 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. Consider and Discuss broker agreement with Ollis/Akers/Arney

Ms. Cox reported that there was an RFQ posted for liability insurance, and that there were two companies who responded. One was Higginbotham, who is the current broker for the City, the other was Ollis/Akers/Arney. Higginbotham didn't respond to the RFQ in full, and Ollis/Akers/Arney provided a very thorough response. Ms. Cox believes that going with Ollis/Akers/Arney will be a good choice for the City. There was not an agreement sent in time to get it put into the packet, so it was recommended to table forwarding this until the committee could review the agreement. It was also recommended to table to resolution at the council meeting.

ACTION:	Motion to table until may 13th meeting by Derek Peterson; Motion passed with a 3:0
AYES:	Jana Schramm, Derek Peterson, Terri Heckmaster

2. Staff Reports

Ms. Cox reported that the budget is still being put together. She also reported that the IT network and host grant was reinstated, so work will begin on submitting reimbursements for that, and TEC starts working on the Public Works door access project on Monday. Ms. Deal reported that the next meeting would have the banking bids on the agenda for approval.

5. Adjournment

ACTION:	Motion to Adjourn at 05:41 PM by Terri Heckmaster
	Motion Passed with a 3:0
AYES:	Jana Schramm, Derek Peterson, Terri Heckmaster

City of Carthage, Missouri

PUBLIC SAFETY COMMITTEE

April 22, 2025 - 4:45 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

2. Old Business

1. Approval of 3-17-25 Minutes
   Councilman Taylor made a motion to approve the 3-17-25 minutes as presented. Motion passes.

3. Citizen Participation

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

1. Consider and discuss 3rd Annual Park Day in Central Park - Angel Himes
   Angel Himes spoke with the committee on the 3rd Annual Park Day in Central Park on June 7, 2025. No motion was needed.
2. Consider and discuss St. Luke's color run/walk - Cassie Nichols
   Cassie Nichols and Melissa James spoke with the committee on the St. Luke's color run/walk event is scheduled for June 14, 2025. Ms. Nichols and Ms. James will meet with Public Works and the Police Department to determine the needs for the event and present again at the next Public Safety Meeting.
3. Consider and discuss Kids Fishing Day, June 7th - Jackie Boyer
   Jackie Boyer spoke with the committee on Kids Fishing Day on June 7, 2025. She requested street closures within Kellogg Lake Park for the Annual Kids Fishing Day Event. Patrol of Kellogg Lake Park will be increased beginning June 2nd as that is when the lake will be stocked for the event. Councilman Taylor made a motion to block the streets on Friday June 6, 2025 as in years past. Motion passes.
4. Consider and discuss Art in Park - Sally Stuart, Vision Carthage
   Sally Stuart spoke with the committee on the Art in the Park, an evening soiree, on June 28, 2025 from 7-10pm in Central Park. This is a private benefit for Vision Carthage. She is requesting to allow alcohol in Central Park on June 28th from 7:00pm to 10:00pm for the event. Councilman Taylor made a motion to allow alcohol in Central Park on June 28th from 7-10pm for the event. Motion passes.

5. Consider and discuss Annual Neighborhood block party on Wendy Lane - Jessica Duncan

   Jessica Duncan spoke with the committee on the Annual Neighborhood block party. She requested closing Wendy Lane within the cross streets of Laura Street and Buena Vista on May 31st from 4-9pm for the event. Councilman Taylor made a motion to approve the street closure as presented for the Annual Neighborhood block party as in years past. Motion passes.

4. New Business

1. Consider and discuss CWEP Big Truck event - Meagan Milliken

   Meagan Milliken from Carthage Water & Electric spoke with the committee on the "CWEP Big Truck" event. She is requesting to temporarily close 7th Street from Garrison Ave. to Lyon Street, including the intersection of Maple Street & 7th Street on the morning of Wednesday, April 30th, from 9-11:30am. Councilman Taylor made a motion to close 7th Street from Garrison Ave. to Lyon Street, including the intersection of Maple Street & 7th Street, on April 30th for the "CWEP Big Truck" event. Motion passes.

2. Consider and discuss alcohol at Food Truck Fridays - Melissa Little

   Tourism Director Melissa Little spoke with the committee on allowing alcohol at the remaining Food Truck Friday events in Central Park from 4-9pm. The committee suggested that alcohol be contained by roping off an area specifically for alcohol. Councilman Taylor made a motion to accept alcohol at Food Truck Friday. Motion passes.

3. Consider and discuss the surplus of the Police Command Bus - Chief Hawkins

   Chief Hawkins spoke with the committee to surplus the 1990 International 3800 FBC Command bus. The PD will be keeping the air conditioning unit and the generator from the bus. Councilman Barlow made a motion to surplus the command bus. Motion passes.

4. Consider and discuss budget reallocation- Chief Martin

   Chief Martin spoke with the committee on the reallocation of Use Tax money from Honor Guard uniforms ($9500) to Station 1 riding-style mower. With the money reallocated to mowers, he will purchase 2 mowers, one for Station 1 and, with the reallocated money, a riding mower for Station 2. Councilman Barlow made a motion to allow the reallocation. Motion passes.

5. Consider and discuss donation to the Fire Department

   Chief Martin spoke with the committee on a donation in the amount of $1,000.00 from Jim Woestman to the Carthage Fire Department. Councilman Taylor made a motion to accept the donation from Jim Woestman. Motion passes.

6. Staff Reports

   Fire Department

   Chief Martin gave a brief storm siren update and staff update.

   Police Department

   Chief Hawkins had nothing further to discuss.

5. Adjournment

Councilman Taylor made a motion to adjourn at 5:24pm. Motion passes.

--NOTICE OF MEETING--

PUBLIC WORKS COMMITTEE

May 6, 2025

5:30 PM

CITY HALL

326 GRANT STREET

COUNCIL CHAMBERS

OLD BUSINESS

- **Consideration and approval of Minutes from previous meeting**

CITIZENS PARTICIPATION

NEW BUSINESS

- **Consider and Discuss changes to Downtown Square Sidewalk Project**
- **Discuss License Agreement between City of Carthage and Cellco Partnership dba Verizon Wireless to use 150' by 150' parcel located at 2031 S Main., for temporary placement of C.O.L.T for Marian Days 2025, send to Council for Ordinance.**
- **Consider and Discuss Bid Acceptance from Elements Construction Concepts, LLC for West Macon and Center Street Box Culverts and send to Council for Ordinance to enter into a contract.**
- **Consider and Discuss lot split on E. Fir Rd., and send to Council for Resolution**
- **Consider and Discuss Bid Acceptance from Elite Site Work of Kisse Mills, for the HH and Chapel Road Sidewalk project and send it to Council for Ordinance to enter into a contract.**
- **Consider and Discuss Bid Acceptance from JKS Construction Inc., for box culvert replacement on E Chestnut St., and send to Council for Ordinance to enter into a contract.**

OTHER BUSINESS

STAFF REPORTS

- **Josiah Bayless**
- **Traci Cox**

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 THE MEETING.

POSTED: 05/05/2025
BY: Rachel Sutherland

PUBLIC WORKS COMMITTEE

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

"America's Maple Leaf City"

MAY 6, 2025, PUBLIC WORKS COMMITTEE MEETING MINUTES

Committee Members present: Derek Peterson, Ron Wells, Jack Perkins, David Thorn

Staff Members present: Josiah Bayless, Interim Director of Public Works and Rachel Sutherland, Public Works Administrative Assistant.

Citizens Present: There were approximately 10 Citizens present.

Chairman Derek Peterson called the Public Works Committee meeting to order at 5:30 p.m.

Ron Wells made a motion to accept the minutes from the April 1, 2025, Committee meeting. All ayes, motion passed.

Citizen Participation: Sally Stewart, 1118 Belle Air Pl, spoke on behalf of Vision Carthage. They are planning Dumpster Day on Sunday, June 8th, which will take place in the parking lot of Memorial Hall. Jackson Tire will accept Tire Disposal for free, and she is working on getting companies for Scrap Metal and Paint disposal. Sally also spoke of plans for Cosmetic Improvements for The Oak St. Bridge in anticipation of the 100th Anniversary of Route 66.

New Business:

1. Josiah discussed the issues with the interior bump outs on the Downtown Square Sidewalk Project. The current plan would interfere with snow removal. He said an option might be flush mount with asphalt, which would make snow removal easy. This could potentially save The City money, and the savings could go towards an inlay of cast iron ADA mats that would match the others in the area. This change would not extend or delay the completion date.
2. Verizon Wireless has requested to set up a temporary cell tower at 2031 S Main St. for Marian Days 2025. A motion was made by Jack Perkins to forward to City Council for an Ordinance, all ayes, motion passed.
3. Discussion of the Bid received from Elements Construction Concepts, LLC for West Macon and Center St. box culverts. Josiah explained the need for new box culverts, from the original ones that are from the 1930's, that can handle the increase of storm water runoff. The W. Macon culvert would be $164,905.00 and the Center St., culvert would be $144,010.00. A motion was made by Ron Wells to forward to Council for an Ordinance to enter a contract with Elements Construction, all ayes, motion carried.
4. Discussion of the requested lot split on E. Fir Rd, behind the Dodge Dealership. This is currently a 20.5-acre parcel that the current owner wants to split off a 4.1-acre portion for a new business coming to town. Motion made by Jack Perkins to send to Council for a Resolution, all ayes, motion carried.
5. Consideration of the bid acceptance from Elite Site Work for the HH and Chapel Road Sidewalk. This project is a 80/20 SS4A Grant, The City's portion of cost will be $290,000.00. This sidewalk will tie the 2 schools together and will extend south to Wyndham Ln., making it safer for kids walking to school and home. Ron Wells made a motion to forward to The Council for an Ordinance to enter a contract, all ayes, motion carried.
6. Consider bid acceptance from JKS Construction for box culvert replacement on E Chestnut St. This bid came in at $165,000.00 which was $80,000.00 less than the other company that submitted a bid. David Thorn made a motion to forward to The Council for an Ordinance to enter a contract, all ayes, motion carried.

Other Business:

- Ron Wells expressed concerns about the front yard parking and potholes around town
- Jack Perkins addressed junk in yards and cars parked in lawns by front doors

Staff Reports:

- Josiah reported that The Hazel-Airport Road Widening started last week, and this will be a long project
- The City is applying for a grant for the 14-million-dollar project to widen Baker St.
- The process of getting the Elk Street Roundabout ready for the placement of the Maple Leaf Monument will hopefully start in June.

Ron Wells made a motion to adjourn the meeting at 6:55 p.m. All Ayes, motion carried.

City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

May 12, 2025 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. **Call to Order**
2. **Old Business**
    1. Approval of April 14, 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 MOU with CEDC
    2. Consider and Discuss Contract with the Carthage Senior Center
    3. Consider and Discuss FY 25/26 Budget
    4. 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

May 13, 2025 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. **Call to Order**
2. **Old Business**
    1. Approval of April 22, 2025 Minutes
    2. Review & Approval of the Claims Report
    3. Consider and discuss broker agreement with Ollis/Akers/Arney
3. **Citizens Participation**
   (Citizens wishing to speak should notify Department Head or Committee Chair in advance)
4. **New Business**
    1. Consider and discuss banking services agreement with Guaranty Bank
    2. Staff Reports
5. **Adjournment**

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

Carthage Police/Fire Pension Meeting
4/22/2025

Committee Members in attendance: Jason Martin, Jeff Pinnell, Josh Estes and Chad Dininger

Also in attendance were Miranda Deal, Tymon Bay, Jennifer McHugh and Robert West with CBIZ (via zoom), Philip Michaud and Brande Anderson with UMB.

Bay acted as the chair for the meeting.

The meeting was held in the upstairs conference room at City Hall.

- A motion was made by Martin to accept the minutes from the previous meeting. Dininger seconded the motion, and it passed unanimously.

- Brandy Anderson/ Phil introductions and a quarterly report. Discussed moving the target in equity to 65% from the current 58%. Phil and Brandy will provide documentation for suggestions for that.

- Discuss auditor proposal. The fees are not increased for this year to complete the audit (estimated $7,500-$8,000). Dininger made a motion to approve it, Martin seconded the motion. It passed unanimously.

- The group discussed the amended plan with proposed changes, including adding the lump sum payout. Discussion was had about how an employee would be viewed as “vested” if they left and took the lump sum payout. If they leave and don’t take the payout, the employee keeps their vested service. If they do take the payout, they will need to start over on vested service. The committee also wished for a possible buy back of service but only if the employee has been gone less than 12 months at the interest rate of 7%. Martin motioned and Dininger seconded for Bob and Jennifer to modify/ amend this to the plan if that is not already in place. Motion passed unanimously.

- The training topic secure 1.0 vs 2.0, RMD’s, ERISA, Tariffs affecting the stock market.

- Bay adjourned the meeting.

Jeff Pinnell

AGENDA

Planning, Zoning, and Historic Preservation Commission
Thursday, May 1, 2025 5:30 pm
City Hall Chambers
326 Grant St. / Carthage MO 64836

Call to Order

Minutes of Previous Meeting Thursday, April 3, 2025

Public Participation

Each person who wishes to address the commission must put their name and address on the sign-up sheet and shall state their name prior to speaking. Each person is limited to two (2) minutes. The time may be extended by the chair if deemed necessary. Once a person has had their say on a particular issue they are not permitted to once again speak on the issue unless called to answer further questions by the commission or the chair.

Public Hearing

No Items

Staff Report

New Business

1. Discuss Middle Income Housing

Old Business

Next Meeting: Thursday, June 5, 2025

Adjourn

Commission Members

Voting Members:	Chairman	Jim Hunter	1514 S River	417-850-5355
	Vice Chairman	Jim Swatsenbarg	601 Howard	417-358-1690
	Secretary	Joshua Anderson	1205 S Main	417-793-2196
	Member	Philip Brown	2533 Theo	417-793-8065
	Member	Vacant	Vacant	Vacant
	Member	Vacant	Vacant	Vacant
	Member	Matt Smith	1022 E Chestnut	417-437-2281
Non-Voting Members:	Mayor	Bren Flanigan	City Hall	417-237-7003
	City Administrator	Traci Cox	City Hall	417-237-7003
	Asst. City Administrator		City Hall	417-237-7003
	Councilmember	Derek Peterson	1141 Sheila Ann Drive	417-674-0144
Staff:	Public Works Director (Interim)	Josiah Bayless	Public Works Department	417-237-7010

Planning, Zoning, & Historic Preservation Commission

Meeting Minutes

May 01, 2025/ 5:30 PM / City Hall Council Chambers

Members Present: Jim Swatsenbarg, Philip Brown, & Josh Anderson

Staff & Council: Julie Tilley, Josiah Bayless, & Derek Peterson

Absent: Jim Hunter & Matt Smith

Other Council Members & Mayor present: Kate Gilpin, Jana Schramm, and Mayor Bren Flanigan

The meeting was called to order at 5:30 PM by Jim Swatsenbarg, Vice-Chairman

Approval of Previous Meeting Minutes

- Motion by Josh A. to approve the previous meeting minutes, seconded by Philip B. - All present voted in favor, minutes were approved

Public Hearings

n/a

Staff Reports

- *n/a*

New Business

1. *Discuss Middle Income Housing*
    a. Jim S. provided everyone with a copy of information he and Jeff Meredith had been working on the need for middle income housing in the city of Carthage.
    b. He and Jeff have been working on what a new ordinance might look like, requirements for lot size, dwelling size, density requirements, etc.
    c. They will continue to explore options and make recommendations as the proposal for a potential new ordinance/zoning takes shape
        - No action was required

Old Business

1. *Josh A. asked that discussion of the Historic Guidelines Grant be added to the agenda.*
    a. Josh A. talked about the current status of the grant
    b. A subcommittee has been formed and will be meeting soon

- No action was required

Josh A. moved to adjourn the meeting, seconded Philip B. - All present voted in favor, the meeting was adjourned at 6:08 PM.

The next meeting is scheduled for Thursday, June 5, 2025 at 5:30pm in the City Council Chambers

City of Carthage, Missouri
TREE BOARD

May 6, 2025 - 4:30 PM
Parks & Recreation Office
521 Robert Ellis Young Drive
Carthage, MO 64836

AGENDA

1. **Old Business**
    1. Approval of previous minutes
2. **Citizens Participation**
    (Citizens wishing to address the Board should notify the City in advance and provide the item they want to address in written format at least 24 hours before the meeting. Please call the Parks & Recreation office at 417-237-7035)
3. **New Business**
    1. Consider and discuss work day in June
4. **Staff Reports**
5. **Other Business**
6. **Adjournment**

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

Carthage Water & Electric Plant

AGENDA

Notice is hereby given that the Carthage Water & Electric Plant Board will meet May 12, 2025, 3:00 p.m. at the CWEP Complex, 627 W. Centennial, Carthage. The tentative agenda of the regular meeting includes:

ADDITIONS TO THE AGENDA

APPROVAL OF THE BOARD MINUTES: April 16, 2025

APPROVAL OF DISBURSEMENTS: April 2025 $6,273,610.13

FINANCIAL STATEMENT: April 2025

COMMITTEE REPORTS:

CITIZENS PARTICIPATION PERIOD:

OLD BUSINESS: None.

NEW BUSINESS:

1. Consideration of 2025 Strategic Plan
2. Consideration of bids for sludge hauling
3. Consideration of bids for construction of Feeder 20

STAFF REPORTS

BOARD MEMBER COMMENTS

Persons with disabilities who need special assistance may call 417-237-7300 or 1-800-735-2466 (TDD via Relay Missouri) at least 24 hours prior to meeting. Representatives of the news media may obtain copies of this notice by contacting: Meagan Milliken, PO Box 611 Carthage, MO 64836 417-237-7300

STEADLEY FAMILY LEGACY CENTER

CARTHAGE
PUBLIC LIBRARY

612 S. Garrison Avenue

Carthage, Missouri 64836

Ph 417.237.7040

Fx 417.237.7041

carthage.lib.mo.us

CARTHAGE PUBLIC LIBRARY BOARD OF TRUSTEES
Tuesday, May 13th, 2025 5:15 p.m.

Carthage Public Library Board Room
612 S. Garrison Ave.

AGENDA
Roll Call of Members

Minutes from the Last Meeting

Financial Reports

Director's Progress and Service Report

President's Message

Council Liaison's Report

Committee Reports
- Building Committee
- Budget Committee
- Community Relations
- By-Laws
- Library Gardens
- ADA Compliance
- Communications
- Compensation/Wages
- New Business
- Payment of Bills
- Adjournment

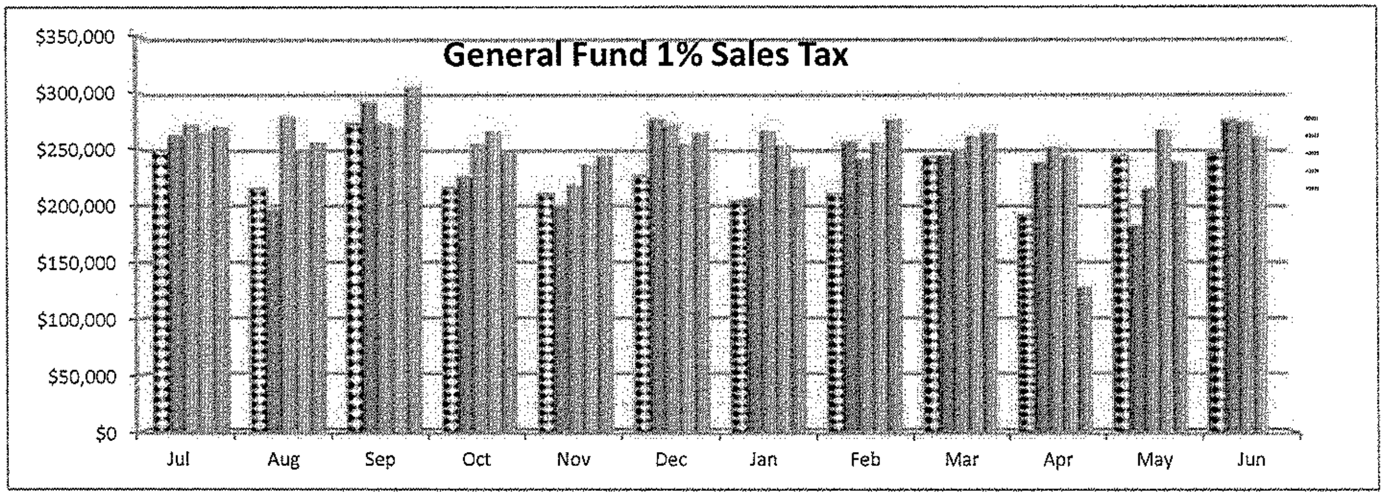
SALES TAX REPORT (UNAUDITED)

For the Month of: MAY FY 2024-25

City's 1% General Fund Sales Tax

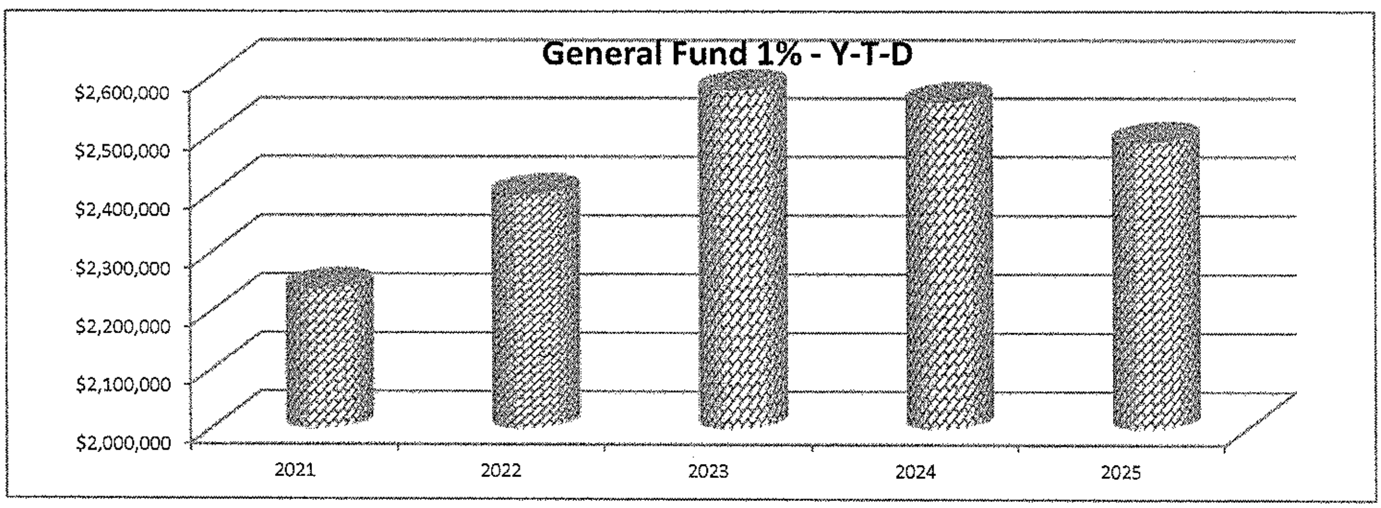
Current Month:	$ 238,476.21	Anticipated:	$ 265,832.45	% Difference	-10.29%

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Current Month	$ 244,706.61	$ 182,499.58	$ 215,179.39	$ 267,469.13	$ 238,476.21
% Change		-25.42%	17.91%	24.30%	-10.84%
$Change		-$ 62,207.03	$ 32,679.81	$ 52,289.74	-$ 28,992.92



Year-To-Date:	$ 2,726,269.29	Budgeted:	$ 3,065,780.00	% Difference	11.07%

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Y-T-D	$ 2,238,160.30	$ 2,398,237.77	$ 2,577,264.77	$ 2,555,977.08	$ 2,487,793.08
% Change		7.15%	7.46%	-0.83%	-2.67%
$Change		$ 160,077.47	$ 179,027.00	-$ 21,287.69	-$ 68,184.00



Comments:

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

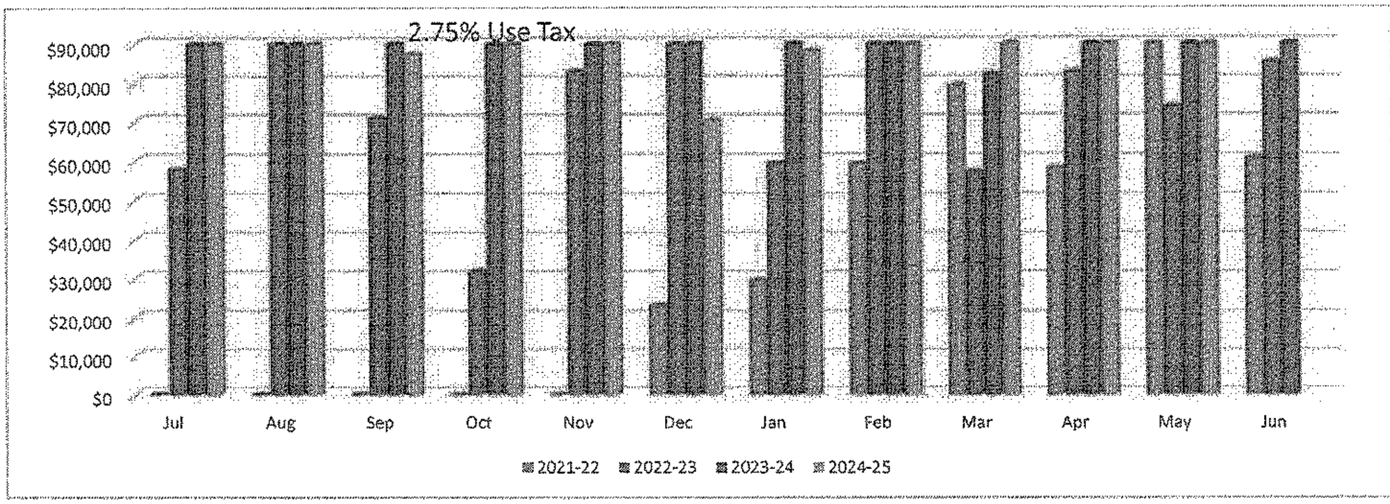
USE TAX REPORT (UNAUDITED)

For the Month of: MAY FY 2024-25

2.75% Use Tax 9

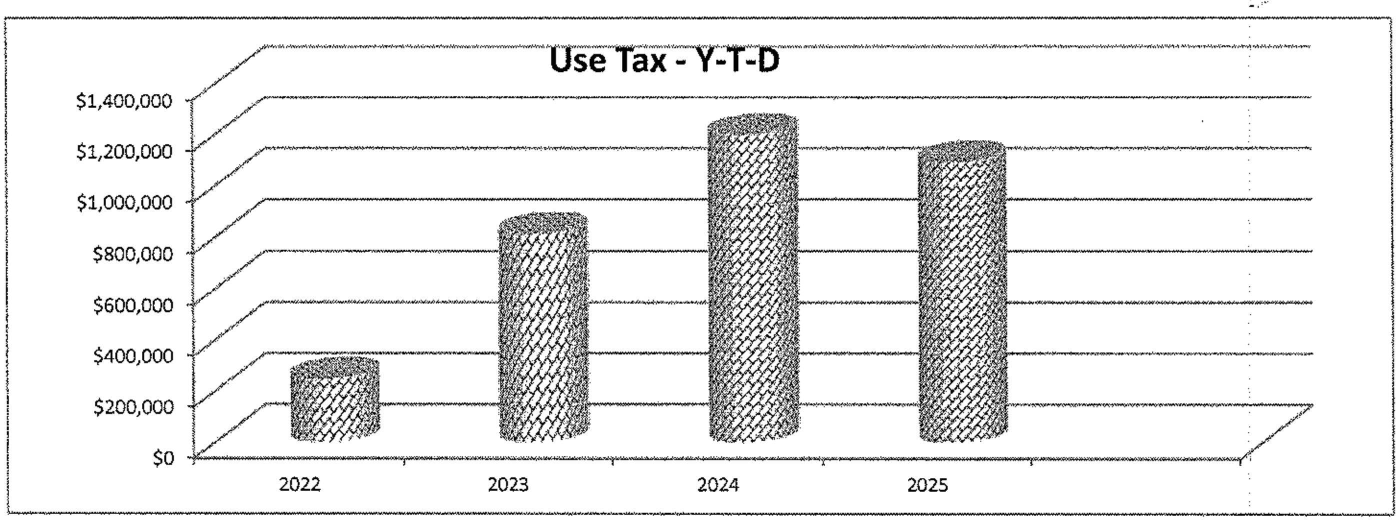
Current Month:	$ 120,695.52	Anticipated:	$ 125,134.54	% Difference	-3.55%

	FY 2022	FY 2023	FY 2024	FY 2025
Current Month	$ 58,040.93	$ 82,560.83	$ 112,914.15	$ 136,239.12
% Change	0.00%	0.00%	36.76%	20.66%
$Change	$0.00	$ 24,519.90	$ 30,353.32	$ 23,324.97



Year-To-Date:	$ 1,215,479.36	Budgeted:	$ 1,427,580.00	% Difference	14.86%

	FY 2022	FY 2023	FY 2024	FY 2025
Y-T-D	$ 248,820.27	$ 815,270.66	$ 1,201,850.94	$ 1,094,783.84
% Change			47.42%	-8.91%
$Change		$ 566,450.39	$ 386,580.28	-$ 107,067.10



Comments:

The Department of Revenue received notification by the City-as required by Section 144.757- RSMo, that it had imposed a 2.75% City local option **Use Tax** at the same rate as the local sales tax rate. The tax became effective October 1. 2021 with no expiration date. The City had indicated that it would distribute the funds as follows:

30% Public Safety; 30% Roads & Bridges and 40% Parks & Recreation for the first 3 years of collections. City receipts lag collections by approximately 2 months. Monthly use tax distributions are distributed by means of electronic fund transfers from the State to the City.

The Missouri Municipal League's estimate for the first year collections was approximately $704,294. We have used this estimate for the 2023 FY Budget.

COUNCIL BILL NO. ___25-23___ **ORDINANCE NO. ______**

An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and CGI Digital for a cost-free decorative street banner program, in partnership with Vision Carthage.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute an Agreement between the City of Carthage, Missouri and CGI Digital for a cost-free decorative street banner program, in partnership with Vision Carthage, a copy of which Agreement is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

____
Bren Flanigan, Mayor

ATTEST:

____
Miranda Deal, City Clerk

Sponsored by: Vision Carthage

Name: Abi Almandinger
Title: Director of Parks and Recreation
Address: 326 Grant Street
City, State, Zip: Carthage, MO 64836
Phone: 417-237-7035
Email: a.almandinger@carthagemo.gov
Website: www.carthagemo.gov

This agreement is between Community Showcase Banners, LLC an affiliate company of CGI Communications, Inc. D/B/A CGI Digital and the City of Carthage, and shall remain in effect from the date it is signed by both parties until the completion of the three (3) years of banner display, as described herein.

Community Showcase Banners shall provide the following:

- A minimum of 25 custom- graphic vinyl banners for all permissible poles
- Business sponsors featured on the bottom 30% of the banner
- Artwork, design and size customized to meet your community's specifications (standard size 30" x 72")
- All brackets, hardware, installation and maintenance
- Quantity of banners determined by number of sponsor participants
- Duration of sponsor participation will be one (1) year with the option to renew each following year of the agreement
- Sponsorship fulfillment including all related aspects of marketing, production, and printing
- The City of Carthage will assume no cost for the sales and production of the banners for this project

The City of Carthage shall provide the following:

- Letter of introduction supporting the program on your organization's letterhead
- The right for Community Showcase Banners to use organization's name in connection with the preparation, production and marketing of the program set forth herein only
- Identification of, access to, and permission to utilize the preferred pole sites for accurate banner placement
- Identification of and access to a minimum of 25 poles for banner placement

We, the undersigned, understand the above information and have full authority to sign this agreement.

City of Carthage, Missouri	**Community Showcase Banners / CGI Communications, Inc.**
Signature:	Nicole Rongo
Name (printed):	**Name (printed): Nicole Rongo**
Title:	**Title: Vice President, Government Relations & Strategic Partnerships, CGI Communications, Inc.**
Date:	**Date: 10/22/24**

DATE

Dear Valued Business Owners:

As you know, the City of Carthage is dedicated to making our community a great place to live, work, shop, and conduct business. Because of that, we have agreed to participate in a promotional street-scape banner campaign conducted by Community Showcase Banners.

This program will reinforce our Carthage brand, brighten and invigorate our downtown. These banners, designed exclusively for the City of Carthage, will showcase our community's economic vitality and the support of our local businesses.

A representative from Community Showcase Banners will be contacting you to discuss the street-scape banner campaign. We encourage you to consider participating in this program as it provides an exciting new opportunity to showcase community pride and gives business owners the opportunity to market themselves unlike ever before.

To learn more about sponsorship opportunities, head to the City Banner Sign Up Page linked below, or reach out to the project manager directly.

WEBSITE AND CONTACT INFORMATION FOR SPONSORSHIP REP WILL BE ADDED HERE!

Best Regards,

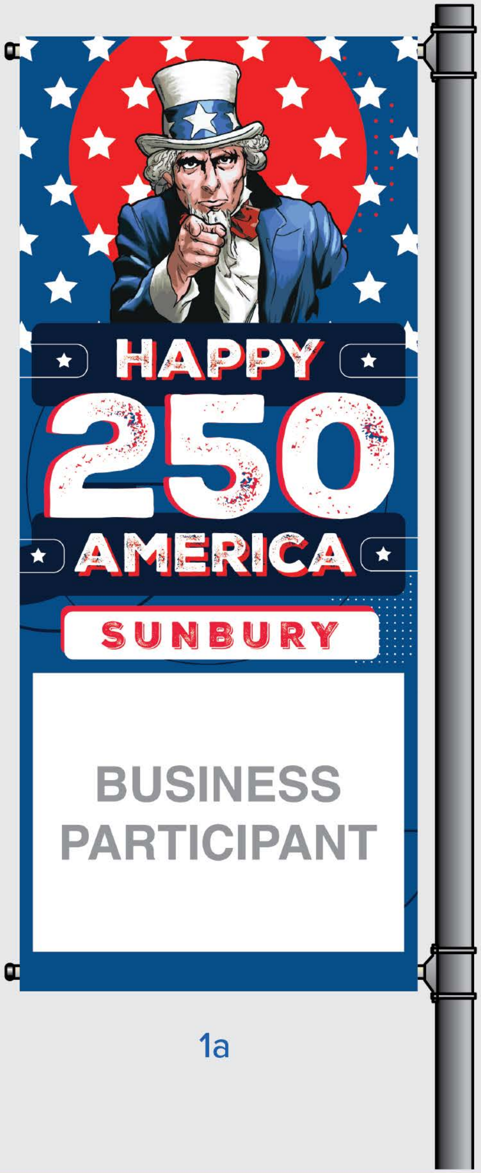
(SIGNATURE)

Signatory
Title

COMMUNITY SHOWCASE BANNERS

BANNER PROOF FOR USA 250 Anniversary

Below is the proposed City Design for your banner project.
Please note that the colors of the printed banners may vary from those shown in the proof due to the banner material.



1a

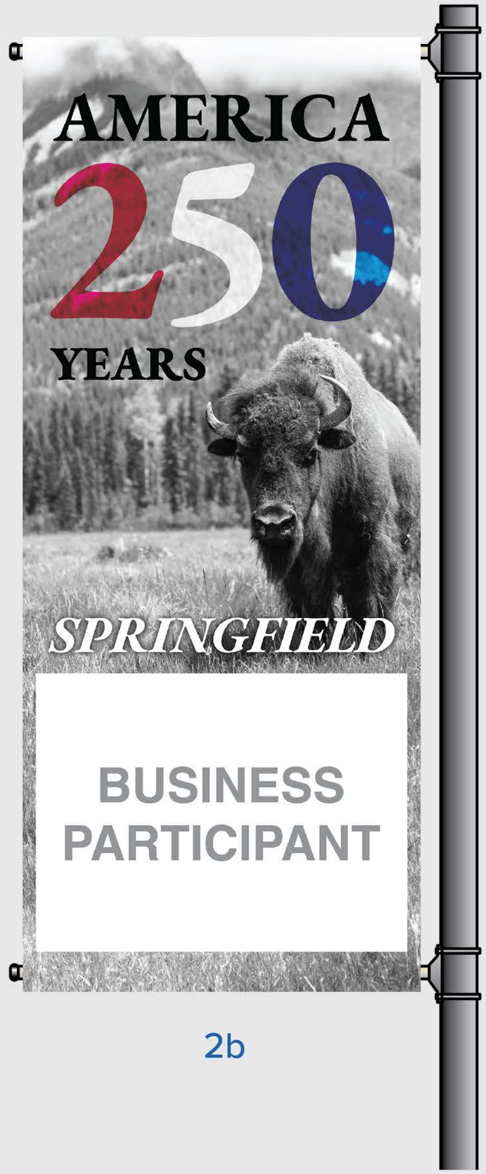
1b

COMMUNITY SHOWCASE BANNERS

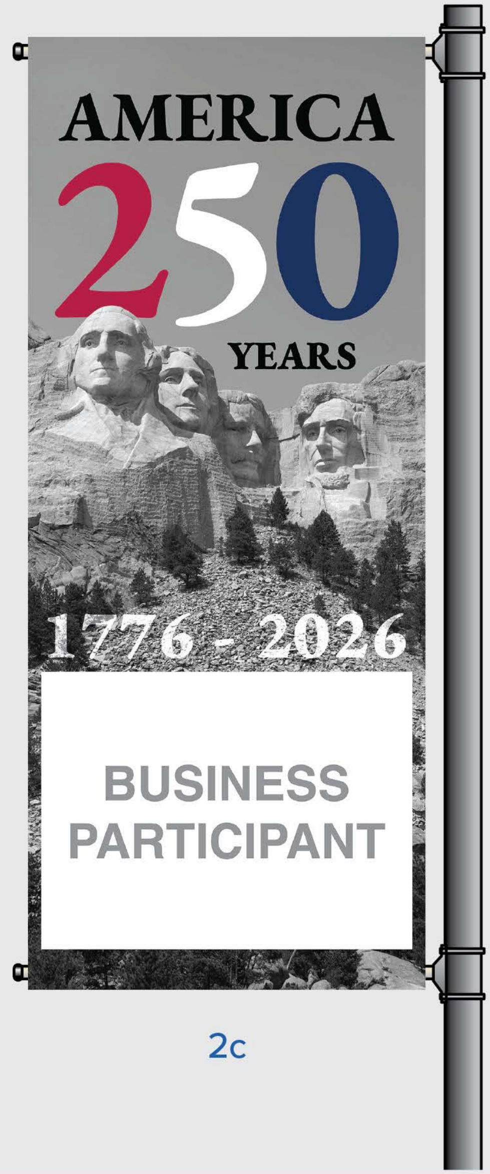
BANNER PROOF
FOR
USA 250 Anniversary

Below is the proposed City Design for your banner project.
Please note that the colors of the printed banners may vary from those shown in the proof due to the banner material.

2a



2b



2c

COMMUNITY SHOWCASE BANNERS

BANNER PROOF
FOR
USA 250 Anniversary

Below is the proposed City Design for your banner project.
Please note that the colors of the printed banners may vary from those shown in the proof due to the banner material.

3a

3b

BANNER PROOF FOR USA 250 Anniversary

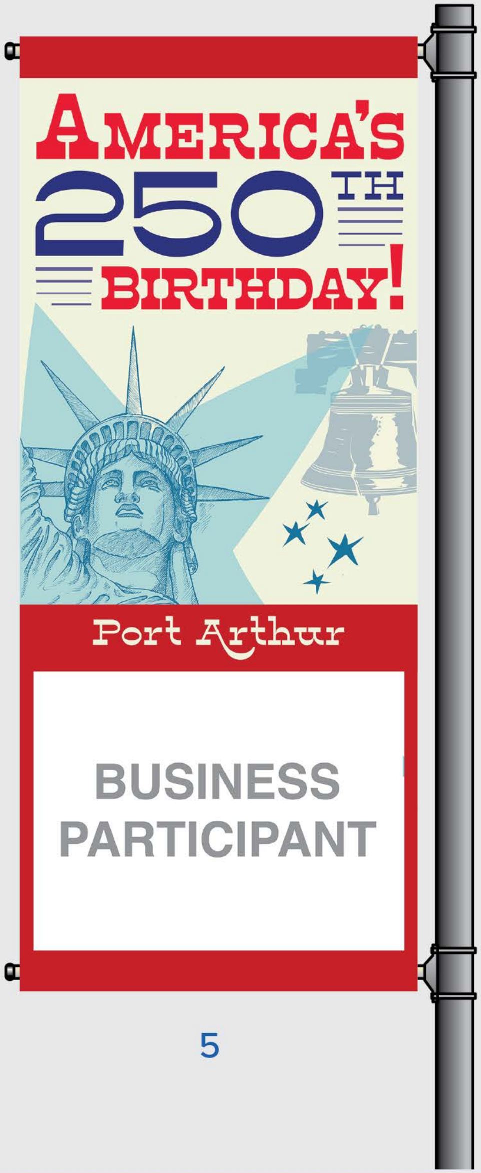
Below is the proposed City Design for your banner project.
Please note that the colors of the printed banners may vary from those shown in the proof due to the banner material.

4a

4b

BANNER PROOF
FOR
USA 250 Anniversary

Below is the proposed City Design for your banner project.
Please note that the colors of the printed banners may vary from those shown in the proof due to the banner material.



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COUNCIL BILL NO. ___25-24___ **ORDINANCE NO. ________**

An Emergency Ordinance authorizing the Mayor to enter into a Contract with Neutron Holdings, Inc. d/b/a LIME for scooter rental 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 Neutron Holdings Inc. d/b/a/ Lime Scooter, a copy of which is attached hereto and incorporated herein as if set out in full.

SECTION II: This ordinance shall be considered an emergency ordinance under the terms of the City Charter.

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.

____
David B. Flanigan, Mayor

ATTEST:

____
Miranda Deal, City Clerk

Sponsored by: Public Services Committee

COUNCIL BILL NO. ORDINANCE NO.

An Ordinance authorizing the Mayor to execute a Service Agreement MOU - Mobility Device Sharing Services between the City of Carthage, Missouri and Neutron Holdings, Inc. DBA Lime ("Lime") providing for affordable multi-modal transportation (mobility) options to residents of the City of Carthage.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute on behalf of the City of Carthage, Missouri a Service Agreement MOU - Mobility Device Sharing Services between the City of Carthage, Missouri and Neutron Holdings, Inc. DBA Lime ("Lime") providing for affordable multi-modal transportation (mobility) options to residents of the City of Carthage, a true copy of which 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

ATTEST:

Sponsored by: Public Services Committee

Service Agreement MOU - Mobility Device Sharing Services

This Service Agreement and Memorandum of Understanding ("Agreement") is made this ________________, by and between the City of Carthage ("City") and Neutron Holdings, Inc. DBA Lime ("Lime").

RECITALS

1. A goal of the City is to provide safe and affordable multi-modal transportation options to all residents, reduce traffic congestion, and maximize carbon free mobility.

2. Sharable micro-mobility devices and related services are a component to help the City achieve its transportation goals and the City desires to make mobility device share services available to residents and those who work in the City.

3. Lime is a qualified provider of micro-mobility device share and related mobility products and services and proposes to operate a mobility device share program within the City.

4. Lime's Products and Services provide a benefit to the City, citizens, and the surrounding community and is consistent with the City's goals and policies to provide safe, environmentally friendly, and affordable multi-modal transportation options to the community, including Lime customers;

5. Lime will abide by all City ordinances and rules governing the use of public space to efficiently and effectively provide mobility device share services.

6. Lime possesses GPS, 3G, and self-locking technology in its mobility device fleet such that mobility devices may be locked and opened by Lime customers with a mobile application and tracked to assist operations and maintenance.

Agreement

1. Use of City Property. City authorizes Lime to use the public right-of-way for the purposes set forth in Section 2 of this agreement. This authorization is not a lease or an easement, and is not intended and shall not be construed to transfer any real property interest in City Property.

2. Permitted Use. Lime users may use the public right-of-way for the operation of mobility devices owned and operated by Lime for use in the mobility device share program in the service zone depicted in Exhibit A hereto. Lime shall not place or attach any personal property, fixtures, or structures to City Property without the prior written consent of City.

3. Mobility Device Parking. Lime shall instruct users to not park mobility devices in any location other than upon the City sidewalk in such a manner as to afford the least obstruction of pedestrian traffic and provide a minimum of 4 feet clearance for pedestrians.

4. Loss or Damage: City assumes no liability for loss or damage to Lime's mobility devices or other Lime property. Lime agrees that City is not responsible for providing security at any location where Lime's mobility devices are stored or located.

5. Customer Acknowledgements: Lime may include a product feature administered through its mobile application that requires Users to acknowledge the following: (a) the parking requirements as outlined in Section 3 of this Agreement and (b) adherence to all applicable state and local laws.

6. Lime Fleet. Lime may maintain a fleet of 100 (scooters) mobility devices. Mobility Devices shall be equipped with GPS technology or other installed software in order to track and manage the fleet's operations. Thereafter, the City may allow Lime to increase the number of mobility devices in Lime's fleet when Lime submits a written fleet-increase notice to the City, and within such notice Lime demonstrates with ridership data that across the prior 30 days (or a 12- month rolling average after the first full year of operations) that designates the need for such an increase.

    a. Special Events. Lime will work with the City to increase or decrease available mobility devices to meet expected demand in response to special events within the City. The City shall provide advanced written notice of at least 7 business days ahead of any requested increase to the mobility device fleet.

7. Indemnification.

    a. Lime will indemnify, defend, and hold harmless the City and its affiliates, officers, directors, shareholders, members, employees, agents, successors and assigns (collectively, the "Indemnified Parties") from and against any actions, claims, demands, costs, losses or damages, including reasonable attorneys' fees (collectively, "Claims"), resulting from or arising out of or related to Lime's (including its officers, managers, employees, contractors, agents, and volunteers) business conduct and operations, any violation of any laws by Lime (including its officers, managers, employees, contractors, agents, and volunteers), or any bodily injury including death or damage to property arising out of the acts or omissions of Lime except as set forth in Section 7(b) hereof.

    b. Lime will not indemnify, defend or hold harmless the City or the City's Indemnified Parties from and against all Claims resulting from or arising out of (i) the negligence or willful misconduct of the City or the City's Indemnified Parties or (ii) the design, construction, or maintenance of City infrastructure or projects permitted by the City, or any and all acts or omissions related thereto, for which Lime shall have no liability hereunder.

    c. The parties further agree that the indemnifying party shall not be obligated to defend or indemnify any indemnified party for Claims made against the indemnified party's policy of workers' compensation insurance, and that the indemnified party's policy of workers' compensation insurance shall serve as the primary coverage for such claim.

8. Limitation of Liability. Except as expressly provided herein, neither party shall be liable for any indirect, incidental or consequential damages (including without limitation, damages resulting from loss of use, loss of profits, interruption or loss of business, lost goodwill, lost revenue or lost opportunity) arising out of any of the terms or conditions of this agreement, or with respect to its performance hereunder. Notwithstanding anything contained herein to the contrary, and to the maximum extent permitted by applicable law, the maximum aggregate liability of Lime arising out of or in connection with the agreement, the Code of the City of Carthage, or any rules, regulations, or guidelines (whether in contract, breach of warranty, tort (including negligence), product liability, strict liability, breach of statutory duty, indemnity or otherwise) shall not exceed three hundred thousand U.S. dollars ($300,000) in the aggregate.

9. Insurance. Lime shall procure and maintain for the duration of this agreement insurance against claims for which Lime has indemnified the City pursuant to Section 7 of this Agreement. Lime shall maintain General Liability limits no less than One Million and no/100 Dollars ($1,000,000.00) per occurrence for bodily injury, personal injury and property damage, and with an aggregate of no more than Two Million and no/100 Dollars ($2,000,000.00). Each insurance policy shall name the City as an additional insured and it shall be endorsed to state that: (i) coverage shall not be suspended, voided, or cancelled by either party, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to City; and (ii) for any covered claims, the Lime's insurance coverage shall be primary insurance as respects the City and any insurance or self- insurance maintained by the City shall be in excess of the Lime's insurance and shall not contribute with it. The insurance required to be provided herein, shall be procured by an insurance company approved by City, which approval shall not be unreasonably withheld.

10. Compliance with Law. Lime at its own cost and expense, shall comply with any statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of City Property and the operation of its mobility device share program, including but not limited to laws governing operation of bicycles. If any license, permit, or other governmental authorization is required for Lime's lawful use or occupancy of City Property or any portion thereof, Lime shall procure and maintain such license, permit and/or governmental authorization throughout the term of this agreement. City shall reasonably cooperate with Lime, at no additional cost to City, such that Lime can properly comply with this Section and be allowed to use City Property as specified in Section 2, above.

11. Data Sharing. Lime agrees to provide the City with access to an Application Programming Interface (API) offering data about its fleet and trip activity within the City, meeting the requirements of the Mobility Data Specification format. All information hosted within the API or retrieved from the API shall be considered a trade secret and proprietary information of Lime.

12. No Joint Venture. Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or Liability Company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this agreement.

13. Term. This agreement shall commence on ____________, (the "Commencement Date") and shall

expire on the date that is 12 months after the Commencement Date unless earlier terminated pursuant to Section 14, below. This is a PILOT project and may be amended to increase the time needed to assess the project.

14. Termination. This agreement may be terminated by either party, for any reason, or for no reason, prior to the expiration date set forth in Section 13, above, upon delivery of at least thirty (30) days' written notice to the receiving party prior to the intended date of termination. Upon termination of this agreement by either party, Lime shall, at its sole cost and expense, remove its property from the public right-of-way within thirty (30) days of the date of termination.

15. Fees. Lime shall submit to the City a fee of twenty cents ($.20) per trip taken on any mobility device Lime has deployed in the City. The per-trip fee shall be invoiced monthly based on data provided by the Lime in accordance with Section 11 (Data Sharing), and the Lime shall submit payment within 30 days of receipt of the invoice. Additionally, Lime shall submit an annual fee of $25 for each vehicle deployed longer than a week, billed and paid at the end of the Term after receipt of proper invoice from the City. The City may remove a mobility device from the City's right-of-way if it creates a hazard that threatens the health, safety and welfare of citizens. In such instances, the City will notify the permitted Lime as soon as reasonably practicable thereafter. If the City must remove a mobility device, Lime shall be charged a relocation and storage fee that shall not exceed twenty dollars $20.00. Carthage Parks & recreation department will be responsible for invoicing Lime. Lime shall pay the City $1.00 for each additional vehicle brought in for Marian Days in August.

16. Amendment. This agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written and executed by duly authorized representatives of the parties.

17. Permits. The City shall notify Lime of any local permits required, if any, of the company for its local operation. Lime will apply for a City of Carthage business license.

18. Applicable Law and Venue. The laws of the Missouri shall govern the interpretation and enforcement of this agreement.

19. Counterparts and Electronic Signatures. This agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This agreement may be executed electronically.

20. Notices. Any notice required to be given in writing by either party pursuant to this agreement shall be deemed to have been properly given only if (a) sent by the United States Postal Service, certified mail, postage prepaid, or (b) sent by FedEx or other comparable commercial overnight delivery service, and, in the case of any of the foregoing, addressed to the other party at the addresses set forth below or to such other address as Lime or the City may designate to each other from time to time by written notice. Notices shall be deemed to have been given on the day sent or deposited; provided, however, that any time period for a response or responsive action to such notice shall be measured from the date such notice is actually received (any notice actually received after 5:00 PM at the site of receipt shall be

deemed received on the following business day).

If to Lime:
85 2nd Street, Ste. 100
San Francisco, California 94105
Attention: Legal Department

with a copy to:
na-legal@li.me

If to the City:
Parks & Recreation
Abi Almandinger, Director
521 Robert Ellis Young Drive
City of Carthage MO, 64836

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

City of Carthage, Missouri

By:	By:
Signature:	Signature:
Title:	Title:
Date:	Date:

Neutron Holdings, Inc. DBA Lime ("Lime")

By: Holly Whited

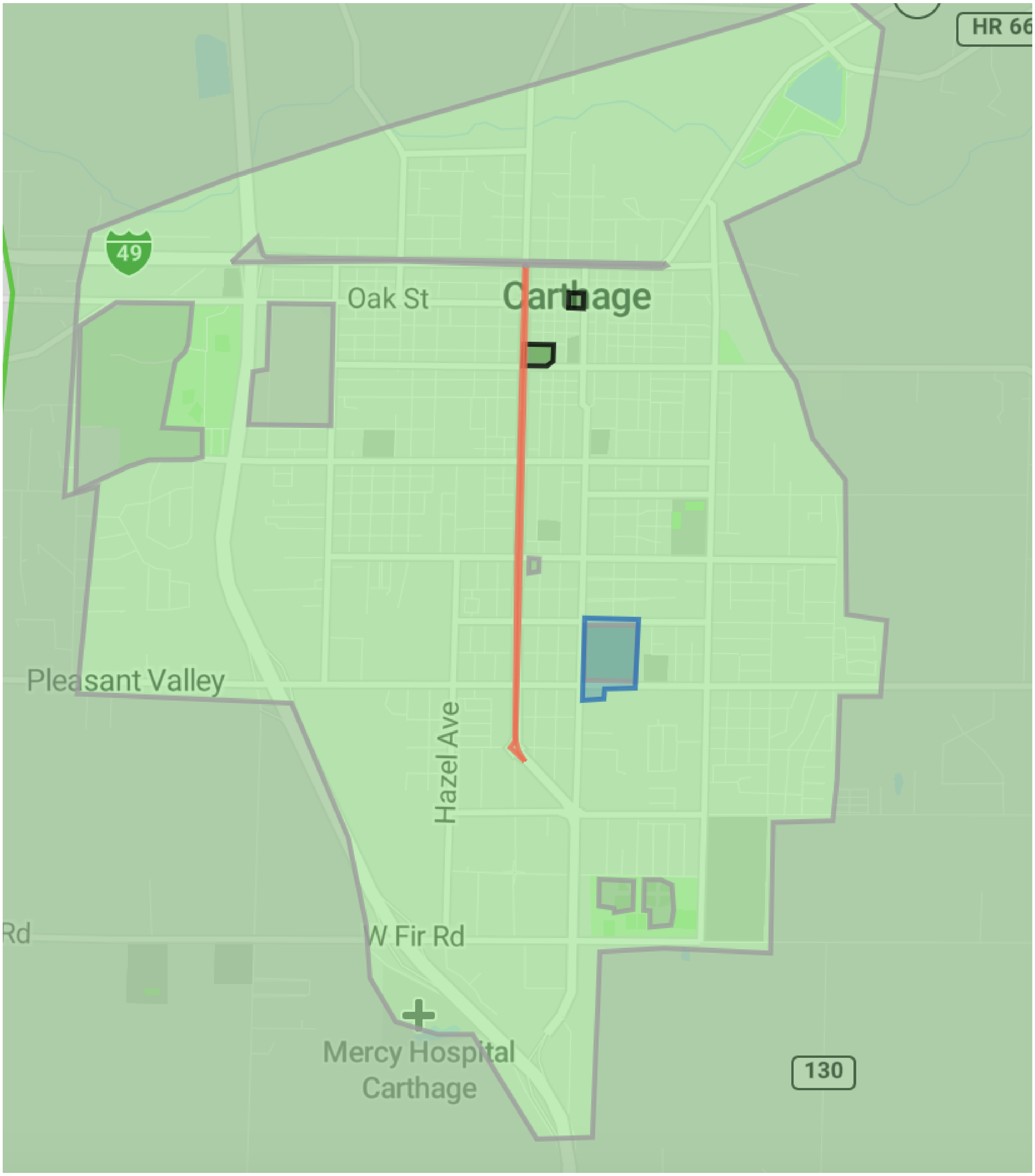
Signature:

Title: Regional General Manager

Date:

Exhibit A

Red indicates a no parking zone.
Gray indicates a no operating zone.


HR 66
49
Oak St
Carthage
Pleasant Valley
Hazel Ave
Rd
W Fir Rd
Mercy Hospital
Carthage
130

COUNCIL BILL NO. 25-25__ ORDINANCE NO. ______

An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute an agreement between the City of Carthage, Missouri and Cellco Partnership DBA Verizon Wireless, for a temporary COW/COLT cell tower for Marian Days 2025 held in Carthage, Missouri.

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

SECTION I: The Agreement between the City of Carthage, Missouri and Cellco Partnership DBA Verizon Wireless for a temporary cow/colt cell tower to be located at 2031 S Main, Carthage, Missouri, for Marian Days 2025 is approved as a contractual obligation of the City of Carthage, Missouri, a copy of which is attached hereto and incorporated herein as if set out in full as Exhibit A.

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

____
David B. Flanigan, Mayor

ATTEST:

____
Miranda Deal, City Clerk

Sponsored by: Public Works Committee

AGREEMENT

This Agreement is made, and shall be effective, as of the last date of the signatures below, ("Agreement") between the City of Carthage, a Municipal Corporation, with a principal address of 326 Grant Street., Carthage, Missouri 64836 ("Licensor") and Cellco Partnership d/b/a Verizon Wireless, with a principal address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("Licensee").

1. Licensor hereby grants unto Licensee a license to use a 150' by 150' parcel located at 2031 South Main Street, Carthage, Missouri 64836 ("Property") which is more particularly described on Exhibit A attached hereto and made a part hereof, together with the right to place upon the Property a communications facility ("Facility"). Licensor also grants unto Licensee the non-exclusive right-of-way for ingress and egress, 7 days a week, 24 hours a day, on foot or motor vehicle, including trucks. Said right-of-way and Property are generally described on Exhibit A attached hereto and made a part hereof. Further, the Licensee shall have the right to install and maintain conduits, pipes, cables and wires to its Facility within the Property as necessary to supply utility service and power to the Facility or as otherwise needed to service the Facility as reasonably determined by Licensee.

2. The term of this Agreement shall be for the period from July 25, 2025 through and including August 8, 2025.

3. Licensee shall pay to Licensor a one-time fee of $1,000.00 payable within 45 days of full execution of this Agreement.

4. Licensee reserves the right to terminate this Agreement on 30 days written notice and upon such termination, Licensee will remove all of its equipment and improvements and restore the Property to its original condition, normal wear and tear excepted.

5. Licensor and Licensee shall indemnify, defend and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other party, or its employees, contractors or agents. Licensee shall maintain at its own expense during the term of this Agreement, commercial general liability insurance with limits of $5,000,000.00 per occurrence for bodily injury and property damage and $5,000,000.00 general aggregate. Licensee shall provide a certificate of insurance to Licensor as proof of said coverage. Upon receipt of notice from its insurer(s) Licensee shall use commercially reasonable efforts to provide Licensor thirty (30) days' prior written notice of cancellation of any required coverage. Except with respect to the indemnification set forth in this paragraph, neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

6. Licensor covenants that Licensee, upon paying the amount set forth herein and performing the covenants set forth herein, shall peacefully and quietly have, hold and enjoy the Property. Further, Licensor covenants that Licensor is seized of good and sufficient title and interest to the Property and has full authority to enter into this Agreement.

7. This Agreement may be sold, assigned or transferred by Licensee to Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which

the Property is located by reason of a merger, acquisition or other business reorganization, without the consent of Licensor. As to any other parties, any sale, assignment or transfer must be with the written consent of Licensor, which consent shall not be unreasonably withheld.

8. All notices hereunder must be in writing and shall be sent certified mail, return receipt requested, to:

Licensor:	City of Carthage, a Municipal Corporation 326 Grant Street. Carthage, Missouri 64836
Licensee:	Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate
With a copy to:	Basking Ridge Mail Hub Attn: Legal Intake One Verizon Way Basking Ridge, New Jersey 07920

[Signature page to follow]

IN WITNESS WHEREOF, this Agreement is effective and entered into as of the date last written below.

LICENSOR:

City of Carthage, a Municipal Corporation

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________

LICENSEE:

Cellco Partnership d/b/a Verizon Wireless

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________

Exhibit A

Description

[See attached 2 pages]

NEW VZW UTILITY EASEMENT

ACCESS/UTILITY EASEMENT

VZW LANDSPACE

PENETRATIONS

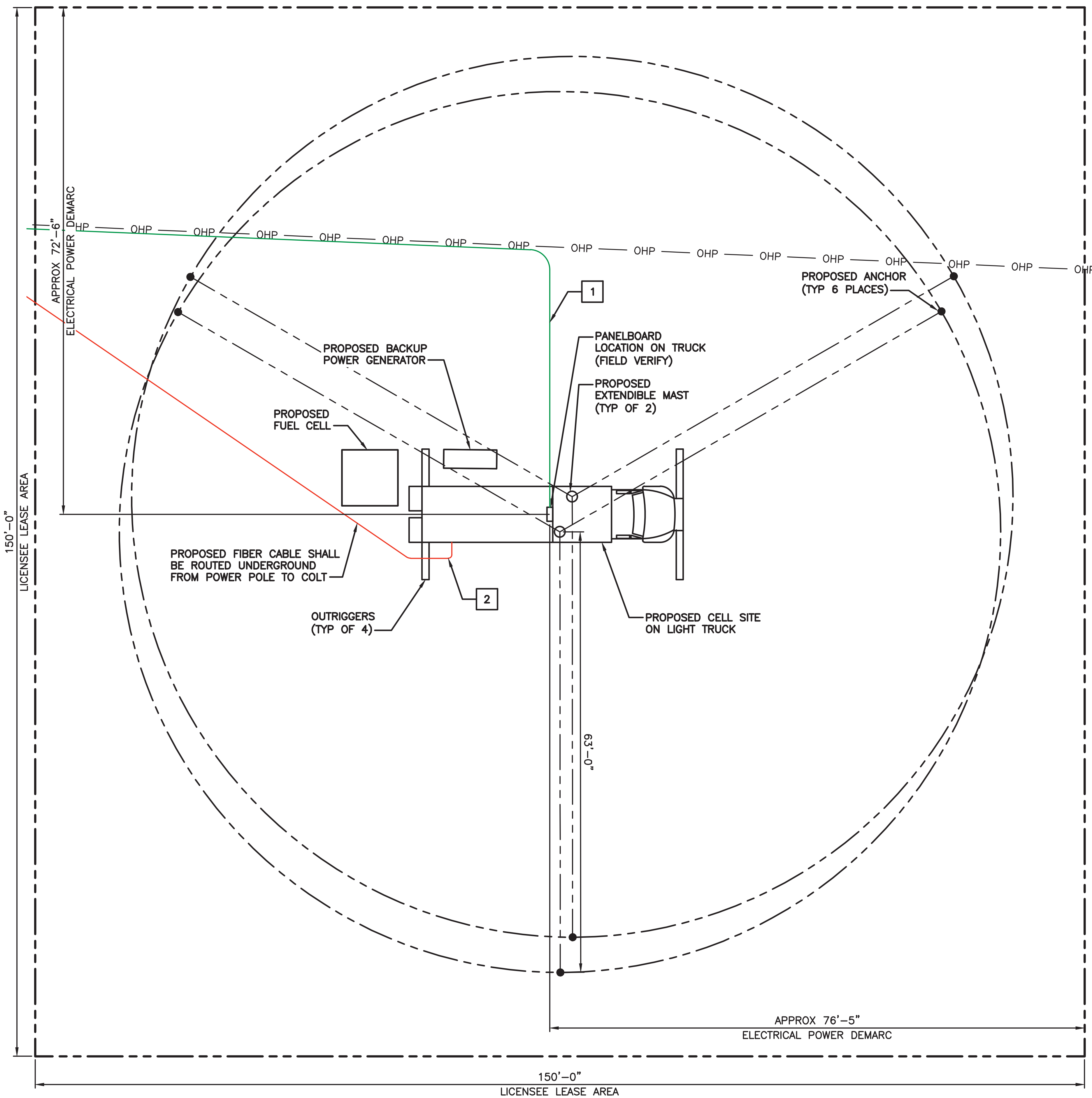
RRH/BBU

ANTENNAS

FIBER

POWER/ GROUNDING

HYBRID & COAX CABLES



EXISTING EMERGENCY SIREN

NOTES:

1. ELECTRICAL POWER CONDUCTORS TO BE FURNISHED & INSTALLED BY VERIZON CONTRACTOR (APPROX. 130'-0") SERVICE PROVIDED BY LOCAL POWER COMPANY. CONNECTION TO C.O.L.T BY VERIZON WIRELESS.
2. FIBER CABLE TO BE FURNISHED & INSTALLED BY VERIZON CONTRACTOR (APPROX. 95'-0"). EXTRA CABLE TO BE COILED NEAR PROPOSED C.O.L.T LOCATION (SHOWN) FOR CONNECTION BY VERIZON WIRELESS. FIELD VERIFY CONNECTION POINT FOR FIBER.

STRUCTURE INFORMATION IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. STRUCTURAL INTEGRITY OF SUPPORTING STRUCTURE, ANTENNA MOUNTS, AND FOUNDATION SHALL BE VERIFIED AS ACCEPTABLE BY ENGINEER CERTIFIED STRUCTURAL ANALYSIS, UTILIZING THE LOADING REPRESENTED WITHIN THESE DRAWINGS PRIOR TO THE EXECUTION OF EQUIPMENT CHANGES CONTAINED IN THESE DRAWINGS. CONTRACTOR SHALL OBTAIN ALL STRUCTURAL REPORTS AND FOLLOW ALL RECOMMENDATIONS.

N

0' 1' 2' 4' 8' 12' 16'

ENLARGED SITE PLAN 1

STAMP:

PRELIMINARY ISSUE

ENGINEERING LICENSE:
STATE OF MISSOURI
STATE CERTIFICATE OF AUTHORIZATION # EF-2791

ENGINEER:		PE#:	DISCIPLINE:
KMV	KEVIN M. VANMAELE	PE-021561	CIVIL
REJ	ROBERT E. JENSEN	PE-028974	CIVIL
CG	CHRISTOPHER GIANNOTTI	PE-2020038653	CIVIL
SDK	SHELTON D. KEISLING	PE-27323	ELECTRICAL
TMS	TERRANCE M. SUPER	PE-18521	ELECTRICAL

PLANS PREPARED FOR:

verizon✓

PLANS PREPARED BY:

SSC

DRAWING NOTICE:

SUBMITTALS:

DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW	03/25/25	DSL	A
REISSUED PER CLIENT COMMENTS	03/27/25	DSL	B

APPLICANT SITE NAME:
JOPP MARIAN DAYS COLT 2025

MDG LOCATION ID:
5000948881

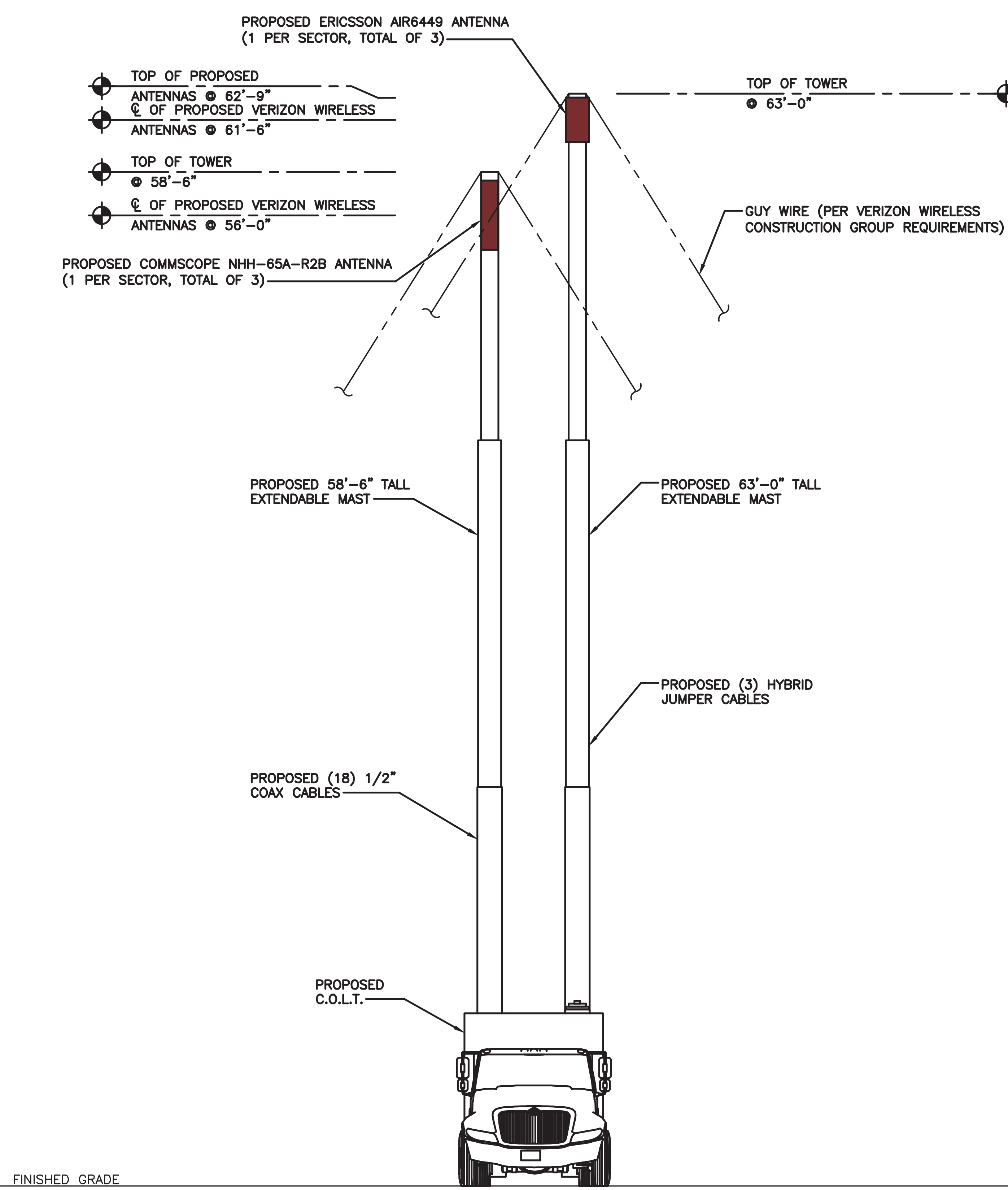
SITE ADDRESS:
2031 S MAIN ST
CARTHAGE, MO 64839

SHEET DESCRIPTION:
ENLARGED SITE PLAN

SHEET #:
A-1.1

NEW VZW UTILITY EASEMENT
ACCESS/UTILITY EASEMENT
VZW LANDSPACE
PENETRATIONS
RRH/BBU
ANTENNAS
FIBER
POWER/ GROUNDING
HYBRID & COAX CABLES

STRUCTURE INFORMATION IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. STRUCTURAL INTEGRITY OF SUPPORTING STRUCTURE, ANTENNA MOUNTS, AND FOUNDATION SHALL BE VERIFIED AS ACCEPTABLE BY ENGINEER CERTIFIED STRUCTURAL ANALYSIS, UTILIZING THE LOADING REPRESENTED WITHIN THESE DRAWINGS PRIOR TO THE EXECUTION OF EQUIPMENT CHANGES CONTAINED IN THESE DRAWINGS. CONTRACTOR SHALL OBTAIN ALL STRUCTURAL REPORTS AND FOLLOW ALL RECOMMENDATIONS.



TOWER ELEVATION 1

STAMP:

PRELIMINARY ISSUE

ENGINEERING LICENSE:
STATE OF MISSOURI
STATE CERTIFICATE OF AUTHORIZATION # EF-2791

ENGINEER:		PE#:	DISCIPLINE:
KMV	KEVIN M. VANMAELE	PE-021561	CIVIL
REJ	ROBERT E. JENSEN	PE-028974	CIVIL
CG	CHRISTOPHER GIANNOTTI	PE-2020038653	CIVIL
SDK	SHELTON D. KEISLING	PE-27323	ELECTRICAL
TMS	TERRANCE M. SUPER	PE-18521	ELECTRICAL

PLANS PREPARED FOR:
verizon

PLANS PREPARED BY:
SSC

DRAWING NOTICE:
THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SSC, INC. AND IS LENT TO THE BORROWER FOR THEIR CONFIDENTIAL USE ONLY, AND IN CONSIDERATION OF THE LOAN OF THIS DRAWING, THE BORROWER PROMISES AND AGREES TO RETURN IT UPON REQUEST AND AGREES THAT IT WILL NOT BE REPRODUCED, COPIED, LENT OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS FURNISHED.

SUBMITTALS:

DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW	03/25/25	DSL	A
REISSUED PER CLIENT COMMENTS	03/27/25	DSL	B

APPLICANT SITE NAME:
JOPP MARIAN DAYS COLT 2025

MDG LOCATION ID:
5000948881

SITE ADDRESS:
2031 S MAIN ST
CARTHAGE, MO 64839

SHEET DESCRIPTION:
TOWER ELEVATION

SHEET #:
A-2.0

COUNCIL BILL NO. ___25-26__ **ORDINANCE NO. _____**

An Ordinance authorizing the Mayor to enter into a contract with Elements Construction Concepts, Inc. of Joplin, Missouri, for the replacement of the West Macon and Center Street Box Culverts in the amount of $308,915.00, in the City of Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a contract with Elements Construction Concepts, Inc. of Joplin, Missouri, for the replacement of the West Macon and Center Street Box Culverts in the amount of $308,915.00, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS ____ DAY OF _____, 2025.

____
David B. Flanigan, Mayor

ATTEST:

____
Miranda Deal, City Clerk

Sponsored by: Public Works Committee

AGREEMENT FORM 00500

THIS AGREEMENT, made this______________day of__________________, 2025, by and between City of Carthage, Carthage, Missouri, hereinafter called "OWNER" and Elements Construction Concepts, Inc. doing business as (~~an individual~~), or (~~a partnership~~,) or (a corporation) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of West Macon and Center Street Box Culverts, Carthage, Missouri.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on the date stipulated in the NOTICE TO PROCEED and will complete the same within 120 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR understands that the specifications governing the work contemplated are attached to this proposal.

5. The CONTRACTOR agrees to pay, without condition or recourse, as liquidated damages to the sum of Five Hundred and 00/100 dollars ($500.00) for each consecutive calendar day after the stated DATE OF COMPLETION or extension thereto that the CONTRACTOR shall be in default as provided in SECTION 15 OF THE General Conditions. CONTRACTOR further agrees to reimburse the subcontractors, suppliers, engineers, and other contractors of the OWNER for costs incurred and/or damages suffered by reason or reasons attributable to the CONTRACTOR'S failure to complete the CONTRACT by the completion date, or extensions thereof, as provided by section 15 of the General Conditions. Said liquidated damages and payments shall be withheld from the payments due the contractor. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of Three Hundred Eight Thousand Nine Hundred Fifteen and no/100 Dollars ($308,915.00).

6. The term "CONTRACT DOCUMENTS" means and includes the following:
   - (A) Invitation to Bid
   - (B) Instructions to Bidders
   - (C) Bid
   - (D) Bid Bond
   - (E) Agreement Form
   - (F) Notice of Award
   - (G) Notice to Proceed
   - (H) Performance Bond
   - (I) Payment bond
   - (J) General Conditions of Contract
   - (K) Supplementary Conditions
   - (L) Specifications prepared by Zanevan Engineering and dated March, 2025.
   - (M) Drawings prepared by Zanevan Engineering and dated March, 2025.
   - (N) Addenda

No. 1	dated March 27	20 25
No. _________	dated _________	20__
No. _________	dated _________	20__
No. _________	dated _________	20__
No. _________	dated _________	20__

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

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

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

OWNER:

City of Carthage

(SEAL)________________________ By ________________________

Attest ________________________ Name________________________
(Please Type or Print)

Name_______Miranda Deal_______ Title_______Mayor_______

Title_______City Clerk_______

CONTRACTOR:

(SEAL)________________________ By ________________________

Attest ________________________ Name ________________________
(Please Type or Print)

Name________________________ Title ________________________

NOTICE OF AWARD 00501

TO: Elements Construction Concepts, LLC

5850 E. 20^{th} Street

Joplin, MO 64801

PROJECT Description: West Macon and Center Street Box Culverts, Carthage, Missouri.

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Invitation to Bid dated March 14, 2025 and Instructions to Bidders.

You are hereby notified that you BID has been accepted in the amount of Three Hundred Eight Thousand Nine Hundred Fifteen and no/100 Dollars ($308,915.00).

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

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

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

Dated this_______day of________________, 20______.

City of Carthage

By:________________________

Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by this the_____day of_______________________20____.

By___________________________

Title__________________________

ZANEVAN ENGINEERING

CIVIL ENGINEERING

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

CONSTRUCTION ENGINEERING

- Bidding Services
- Construction Inspection
- Contract Administration
- Project Documentation

STRUCTURAL ENGINEERING

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

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

April 3, 2025

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

RE: Letter of Recommendation
W. Macon and Center Street Box Culverts – Carthage, MO

Dear Mr. Carney:

The bids for the above referenced project have been reviewed and tabulated. It is the recommendation of this office to accept the low bid from Elements Construction Concepts, Inc. of Joplin, Missouri in the amount of $308,915.00.

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

Sincerely,

Zanevan Engineering, LLC

Jason Eckhart

Jason Eckhart, PE
President/Owner

Enclosure

BID TABULATION
W. MACON ST. AND CENTER ST. BOX CULVERTS
CARTHAGE, MISSOURI
BID OPENING: APRIL 3, 2025 @ 10 a.m.

SECTION 1 - W. MACON ST. BOX CULVERT

Item No.	Description	No. Units	Unit	ELEMENTS CONSTR. CONCEPTS, 5850 E. 20TH STREET, JOPLIN, MO 64801 — Unit Price	Extended Total	JKS CONSTRUCTION, INC., 23690 PECAN ROAD, ORONOGO, MO 64855 — Unit Price	Extended Total	SPROULS CONSTRUCTION, INC., 397 W. HWY. DD, LAMAR, MO 64759 — Unit Price	Extended Total
1-1	MOBILIZATION	1	LS	$ 17,000.00	$ 17,000.00	$ 22,000.00	$ 22,000.00	$ 25,000.00	$ 25,000.00
1-2	SEEDING & MULCH	0.1	AC	$ 10,000.00	$ 1,000.00	$ 10,000.00	$ 1,000.00	$ 10,000.00	$ 1,000.00
1-3	REMOVAL OF IMPROVEMENTS	1	LS	$ 15,000.00	$ 15,000.00	$ 28,040.00	$ 28,040.00	$ 30,000.00	$ 30,000.00
1-4	GENERAL GRADING	12.3	CY	$ 200.00	$ 2,460.00	$ 50.00	$ 615.00	$ 100.00	$ 1,230.00
1-5	GRANULAR STONE BASE (2 IN. THICK)	21	SY	$ 10.00	$ 210.00	$ 10.00	$ 210.00	$ 20.00	$ 420.00
1-6	GRANULAR STONE BASE (8 IN. THICK)	130	SY	$ 17.00	$ 2,210.00	$ 22.00	$ 2,860.00	$ 25.00	$ 3,250.00
1-7	12" DIA. RCP	4	LF	$ 250.00	$ 1,000.00	$ 100.00	$ 400.00	$ 200.00	$ 800.00
1-8	36" DIA. RCP	4	LF	$ 500.00	$ 2,000.00	$ 200.00	$ 800.00	$ 400.00	$ 1,600.00
1-9	CONCRETE RETAINING WALL AND FOOTING (W/ REINFORCING)	8.8	CY	$ 1,100.00	$ 9,680.00	$ 1,100.00	$ 9,680.00	$ 1,300.00	$ 11,440.00
1-10	EXISTING WALL CONNECTION	4	EA	$ 1,500.00	$ 6,000.00	$ 200.00	$ 800.00	$ 1,000.00	$ 4,000.00
1-11	15' x 5' CONCRETE BOX CULVERT (OMIT WINGWALLS)	45	LF	$ 1,990.00	$ 89,550.00	$ 2,460.00	$ 110,700.00	$ 2,500.00	$ 112,500.00
1-12	CURB & GUTTER	67	LF	$ 55.00	$ 3,685.00	$ 45.00	$ 3,015.00 *	$ 50.00	$ 3,350.00
1-13	SIDEWALK (4 IN. THICK) WITH FIBERMESH REINFORCEMENT	21	SY	$ 100.00	$ 2,100.00	$ 54.00	$ 1,134.00	$ 150.00	$ 3,150.00
1-14	CONCRETE CHANNEL FLOOR (4" THICK W/ W.W.M.)	10	SY	$ 150.00	$ 1,500.00	$ 140.00	$ 1,400.00	$ 250.00	$ 2,500.00
1-15	TYPE 3 MOVABLE BARRICADE	4	EA	$ 200.00	$ 800.00	$ 250.00	$ 1,000.00	$ 250.00	$ 1,000.00
1-16	R11-2 SIGN (BRIDGE CLOSED)	4	EA	$ 100.00	$ 400.00	$ 200.00	$ 800.00	$ 100.00	$ 400.00
1-17	THRIE BEAM BRIDGE RAIL	6.3	LF	$ 700.00	$ 4,410.00	$ 500.00	$ 3,150.00	$ 1,200.00	$ 7,560.00
1-18	TRANSITION SECTION	2	EA	$ 600.00	$ 1,200.00	$ 150.00	$ 300.00	$ 1,000.00	$ 2,000.00
1-19	GUARDRAIL END SECTION	2	EA	$ 1,000.00	$ 2,000.00	$ 350.00	$ 700.00	$ 250.00	$ 500.00
1-20	PEDESTRIAN RAILING	18	LF	$ 150.00	$ 2,700.00	$ 225.00	$ 4,050.00	$ 300.00	$ 5,400.00
SUBTOTAL BID AMOUNT - SECTION 1					**$ 164,905.00**		**$ 192,654.00** *		**$ 217,100.00**

SECTION 2 - CENTER ST. BOX CULVERT

Item No.	Description	No. Units	Unit	ELEMENTS CONSTR. CONCEPTS — Unit Price	Extended Total	JKS CONSTRUCTION, INC. — Unit Price	Extended Total	SPROULS CONSTRUCTION, INC. — Unit Price	Extended Total
1-1	MOBILIZATION	1	LS	$ 15,000.00	$ 15,000.00	$ 22,500.00	$ 22,500.00	$ 20,000.00	$ 20,000.00
1-2	SEEDING & MULCH	0.1	AC	$ 10,000.00	$ 1,000.00	$ 10,000.00	$ 1,000.00	$ 10,000.00	$ 1,000.00
1-3	REMOVAL OF IMPROVEMENTS	1	LS	$ 15,000.00	$ 15,000.00	$ 26,000.00	$ 26,000.00	$ 24,000.00	$ 24,000.00
1-4	GENERAL GRADING	12.3	CY	$ 200.00	$ 2,460.00	$ 50.00	$ 615.00	$ 100.00	$ 1,230.00
1-5	GRANULAR STONE BASE (4 IN. THICK)	3	SY	$ 20.00	$ 60.00	$ 15.00	$ 45.00	$ 20.00	$ 60.00
1-6	GRANULAR STONE BASE (8 IN. THICK)	71	SY	$ 20.00	$ 1,420.00	$ 22.00	$ 1,562.00	$ 25.00	$ 1,775.00
1-7	CURB INLET 4' x 5'-6"	1	EA	$ 6,000.00	$ 6,000.00	$ 6,500.00	$ 6,500.00	$ 4,000.00	$ 4,000.00
1-8	18" DIA. HDPE	2	LF	$ 300.00	$ 600.00	$ 250.00	$ 500.00	$ 200.00	$ 400.00
1-9	ROCK DITCH LINER (12 IN. THICK)	1.5	CY	$ 500.00	$ 750.00	$ 300.00	$ 450.00	$ 100.00	$ 150.00
1-10	CONCRETE RETAINING WALL AND FOOTING (W/ REINFORCING)	7.8	CY	$ 1,100.00	$ 8,580.00	$ 1,100.00	$ 8,580.00	$ 1,300.00	$ 10,140.00
1-11	EXISTING WALL CONNECTION	4	EA	$ 1,500.00	$ 6,000.00	$ 200.00	$ 800.00	$ 1,000.00	$ 4,000.00
1-12	14' x 5' CONCRETE BOX CULVERT (OMIT WINGWALLS)	37	LF	$ 1,990.00	$ 73,630.00	$ 2,305.00	$ 85,285.00	$ 2,500.00	$ 92,500.00
1-13	CONCRETE GUTTER	4	LF	$ 100.00	$ 400.00	$ 60.00	$ 240.00	$ 500.00	$ 2,000.00
1-14	CONCRETE CHANNEL FLOOR (4" THICK W/ W.W.M.)	8	SY	$ 200.00	$ 1,600.00	$ 140.00	$ 1,120.00	$ 250.00	$ 2,000.00
1-15	TYPE 3 MOVABLE BARRICADE	4	EA	$ 200.00	$ 800.00	$ 250.00	$ 1,000.00	$ 250.00	$ 1,000.00
1-16	R11-2 SIGN (BRIDGE CLOSED)	4	EA	$ 100.00	$ 400.00	$ 200.00	$ 800.00	$ 100.00	$ 400.00
1-17	THRIE BEAM BRIDGE RAIL	6.3	LF	$ 700.00	$ 4,410.00	$ 500.00	$ 3,150.00	$ 1,200.00	$ 7,560.00
1-18	TRANSITION SECTION	2	EA	$ 600.00	$ 1,200.00	$ 150.00	$ 300.00	$ 1,000.00	$ 2,000.00
1-19	GUARDRAIL END SECTION	2	EA	$ 1,000.00	$ 2,000.00	$ 350.00	$ 700.00	$ 250.00	$ 500.00
1-20	PEDESTRIAN RAILING	18	LF	$ 150.00	$ 2,700.00	$ 225.00	$ 4,050.00	$ 300.00	$ 5,400.00
SUBTOTAL BID AMOUNT - SECTION 2					**$ 144,010.00**		**$ 165,197.00**		**$ 180,115.00**
TOTAL BID AMOUNT - SECTIONS 1 AND 2					**$ 308,915.00**		**$ 357,851.00** *		**$ 397,215.00**

***TOTALS INCORRECT DUE TO CONTRACTOR MATHEMATICAL ERROR.**

This is to certify that at 10:00 A.M. on April 3, 2025, at the office of the City of Carthage City Hall, Carthage, Missouri, the bids tabulated herein were publicly opened, read aloud and checked. The totals are correct as to additions and extensions.

Jason Eckhart

Jason Eckhart, P.E.
Zanevan Engineering

COUNCIL BILL NO. ___25-27___ **ORDINANCE NO. _____**

An Ordinance of the City of Carthage, Missouri authorizing the Mayor to enter into a contract with Elite Site Work of Kisse Mills, Missouri for the HH and Chapel Road Sidewalk project in the amount of $289,559.00, in the City of Carthage, Missouri.

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

SECTION I: The contract with Elite Site Work of Kisse Mills, Missouri for the HH and Chapel Road Sidewalk project, attached hereto as Exhibit A 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, in Exhibit A, 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.

____

David B. Flanigan, Mayor

ATTEST:

____

Miranda Deal, City Clerk

Sponsored by: Public Works

NOTICE OF AWARD

TO: Elite Site Work, LLC
220 Gilbert Lane
Kissee Mills, Missouri 65680

PROJECT Description: Rte. HH and Chapel Road, TAP-1601(705), Carthage, Missouri

The OWNER has considered the BID submitted by you for the above described WORK in response to its invitation to Bid dated ____________, and Instructions to Bidders.

You are hereby notified has been accepted in the amount of Two Hundred Eighty-Nine Thousand Five Hundred Fifty-Nine and no/100 Dollars. ($289,559.00).

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

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

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

Dated this _________ day of ________________, 20___.

City of Carthage

By ____

Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by ________________________________ this the day of ___________________ 20___ .

By_________________________

Title________________________

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Carthage, 326 Grant, Carthage, Missouri 64836, (hereinafter referred to as the Owner) and Elite Site Work, LLC

of Kissee Mills, Missouri, (herein referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at its own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal designated and marked:

Rte. HH and Chapel Rd. Sidewalks, TAP-1601(705), Carthage, Missouri

and agrees to perform all the work required by the contract as shown on the plans and specifications. The "Notice to Contractor," "Plans," "Proposal," "Contract Bond," "Acknowledgment," “Notice to Proceed”, and all change orders are made a part hereof as fully as set out herein.

It is understood and agreed that, except as may be otherwise provided for by "Job Special Provisions," “General Provisions," and "Supplemental Specifications," included in the Proposal, the work shall be done in accordance with the most current "Missouri Standard Specifications for Highway Construction" and “Missouri Standard Plans for Highway Construction”, including all revisions to these documents, which are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that it is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that its information was secured by personal investigation and research and not from any estimates of the Owner; and that it will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorization date in the Notice to Proceed and to complete the work within the time specified in the proposal or such additional time as may be allowed by the engineer under the contract.

The work shall be done to complete satisfaction of the Engineer of the Owner and, in case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The Contractor agrees that it will comply with all federal and state laws and regulations and local ordinances and that it will comply and cause each of its subcontractors, if any, to comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against any person on the ground of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the contract.

The Contractor expressly warrants that it has employed no third person to solicit or obtain this contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder, and that it has not, in estimating the contract price demanded by it, included any sum by reason of any such brokerage, commission, or percentage, and that all moneys payable to it hereunder are free from obligation to other entities for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and the Owner may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

Under penalty of perjury under the laws of the United States and/or false declaration under the laws of Missouri, and any other applicable state or federal laws, the Contractor Signatory certifies that the Contractor and its officials, agents, and employees have neither directly nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

The Owner agrees to pay the Contractor in the manner and in the amount provided in the amount of Two Hundred Eighty-Nine Thousand Five Hundred Fifty-Nine and no/100 Dollars ($289,559.00) as full compensation for the performance of work embraced in this contract, subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereunto have hereunto set their hands and affixed their seals, this ________ day of _________________, 20___.

City of Carthage, acting by and through the
City of Carthage Mayor, David B. Flanigan

By ____
David B. Flanigan
Mayor, City of Carthage

ATTEST: (SEAL)

____
[Attest Person Title Here and Printed Name]

Contractor Business Name

By ____
Authorized Contractor Signature

____
Printed Name of Signatory

ATTEST: (SEAL)

____
[Attest Person Title Here and Printed Name]

COUNCIL BILL NO. ___25-28___ **ORDINANCE NO. ______**

An Ordinance authorizing the Mayor to enter into a contract with JKS Construction Inc., for a box culvert replacement on East Chestnut Street, in the amount of $165,474.00, in the City of Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a contract With JKS Construction Inc. for a box culvert replacement on East Chestnut Street in the amount of $165,474.00, in the City of Carthage, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS ______ DAY OF ______, 2025.

____
David B. Flanigan, Mayor

ATTEST:

____
Miranda Deal, City Clerk

Sponsored by: Public Works Committee

NOTICE OF AWARD 00501

TO: JKS Construction, Inc.

23690 Pecan Road

Oronogo, Missouri 64855

PROJECT Description: East Chestnut Street Box Culvert, Carthage, Missouri.

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Invitation to Bid dated April 3, 2025 and Instructions to Bidders.

You are hereby notified that you BID has been accepted in the amount of One Hundred Sixty-Five Thousand Four Hundred Seventy-Four and no/100 Dollars ($165,474.00).

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

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

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

Dated this_______day of________________, 20______.

City of Carthage

By:________________________

Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by this the_____day of_______________________20____.

By___________________________

Title__________________________

AGREEMENT FORM 00500

THIS AGREEMENT, made this______________day of__________________, 2025, by and between City of Carthage, Carthage, Missouri, hereinafter called "OWNER" and JKS Construction, Inc. doing business as (~~an individual~~), or (~~a partnership~~,) or (a corporation) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of East Chestnut Street Box Culvert, Carthage, Missouri.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on the date stipulated in the NOTICE TO PROCEED and will complete the same within 90 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR understands that the specifications governing the work contemplated are attached to this proposal.

5. The CONTRACTOR agrees to pay, without condition or recourse, as liquidated damages to the sum of Five Hundred and 00/100 dollars ($500.00) for each consecutive calendar day after the stated DATE OF COMPLETION or extension thereto that the CONTRACTOR shall be in default as provided in SECTION 15 OF THE General Conditions. CONTRACTOR further agrees to reimburse the subcontractors, suppliers, engineers, and other contractors of the OWNER for costs incurred and/or damages suffered by reason or reasons attributable to the CONTRACTOR'S failure to complete the CONTRACT by the completion date, or extensions thereof, as provided by section 15 of the General Conditions. Said liquidated damages and payments shall be withheld from the payments due the contractor. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of One Hundred Sixty-Five Thousand Four Hundred Seventy-Four and no/100 Dollars ($165,474.00).

6. The term "CONTRACT DOCUMENTS" means and includes the following:

(A) Invitation to Bid
(B) Instructions to Bidders
(C) Bid
(D) Bid Bond
(E) Agreement Form
(F) Notice of Award
(G) Notice to Proceed
(H) Performance Bond
(I) Payment bond
(J) General Conditions of Contract
(K) Supplementary Conditions
(L) Specifications prepared by Zanevan Engineering and dated March, 2025.
(M) Drawings prepared by Zanevan Engineering and dated March, 2025.
(N) Addenda

No. 1	dated April 25	20 25
No. ______	dated ______	20__
No. ______	dated ______	20__
No. ______	dated ______	20__
No. ______	dated ______	20__

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

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

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

OWNER:

City of Carthage

(SEAL)______________________ By ______________________

Attest ______________________ Name David B. Flanigan
(Please Type or Print)

Name Miranda Deal Title Mayor

Title City Clerk

CONTRACTOR:

(SEAL)______________________ By ______________________

Attest ______________________ Name ______________________
(Please Type or Print)

Name______________________ Title ______________________

COUNCIL BILL NO. ___25-29___ **ORDINANCE NO. __________**

An Ordinance authorizing the Mayor to enter into an amended contract with the Vision Carthage for Specified Services in the City of Carthage, until June 30, 2026, 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 Amended Contract for Services with the Vision Carthage for Specified Services until June 30, 2026 in the amount of Twenty-Two Thousand Five Hundred Fifty-Two dollars and 00/100.

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.

____
David B. Flanigan, Mayor

ATTEST:

____
Miranda Deal, City Clerk

Sponsored by: Budget Ways & Means

AGREEMENT
by and between
THE CITY OF CARTHAGE, MISSOURI
and
VISION CARTHAGE

This Agreement, made and entered into this ______ day of ______________, 2025, is by and between Vision Carthage, ("Vision") and the City of Carthage, Missouri ("City").

WITNESSETH:

WHEREAS, Vision has undertaken many projects for the benefit of the City of Carthage, its businesses, and its citizens; and

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the City to compensate Vision Carthage for the performance of services pursuant to this Agreement.

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits from the services set forth herein, the City and Vision Carthage agree as follows:

I. SCOPE OF SERVICES

Vision Carthage will provide the following services:

a. $5,000 – Administer and coordinate the Restoration Carthage workday. To assist homeowners with minor exterior repairs, general clean up, landscaping and preventative maintenance on Central Avenue. Hold workshops for training to maintain properties and for other educational purposes. Also provide additional days for clean-up and expand the service area. Well-maintained neighborhoods increase community pride.

b. $7,000 – Administer and maintain Downtown Art: Coordinate with local artists on the creation of murals and refreshing of Ghost Signs (faded façade ads) to create a vibrant downtown and increasing foot traffic to the district. Art will inspire a destination for residents and tourists alike.

c. $6,000 – Carthage in Bloom Organize and maintain planting days for hanging baskets and planters within the Downtown District, Sidewalk Mall, Memorial Hall, city parking lots, and various locations across Carthage. The City will water and Vision will maintain. Vision will encourage residents to take pride in their landscaping and beautify their surroundings by awarding the Carthage in Bloom Awards. This can be a garden or art event.

d. $4,000 – Coordinate Hometown Holidays: Oversee and install festive elements for the Hometown Holidays, including the light tunnel, Christmas tree, downtown lights, hanging baskets, igloos, family events and other season decorations, transforming downtown Carthage into a holiday destination.

- **e.** \$2,000 –Wayfinding and Entrance Beautification: Enhance city navigation and entry points with attractive, clear signage to enhance navigation, beautify entry points to improve the visitor experience and welcome newcomers
- **f.** \$1,000 – Banner Program: Purchase and maintain flags downtown.

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be from July 1, 2025 to June 30, 2026.

III. COMPENSATION AND METHOD OF PAYMENT

The City hereby agrees to compensate Vision for the Services as outlined in Section I in twelve (12) equal, monthly installments for a total of \$26,552 for FY25-26, payable beginning July 1.

IV. UPDATES AND REVIEW PROCESS

Vision Carthage will meet with the City Council quarterly to review the progress of the efforts of Vision Carthage. They will review the scope of work, goals for next quarter, and review any reports Vision Carthage. The City Council may request information or a report at any time. Vision Carthage shall provide the requested information or report within thirty (30) days.

V. REPRESENTATION ON BOARD

The Vision Carthage Board of Directors oversee the operation of Vision Carthage, and the City will possess one non-voting liaison position on the Board.

VI. CHANGES

No change in this Contract shall be made except in writing prior to the change in work or terms being performed. Vision Carthage shall make any and all changes in the work without invalidating this Contract when specifically required to do so in writing by the prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. No work or change shall be undertaken or compensated for without prior written authorization from the City.

VII. ACCOUNTING

During the period of this Contract, Vision Carthage shall maintain books of accounts of its expenses and charges in connection with this contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by Vision Carthage.

VIII. **ENTIRE AGREEMENT**

This contract contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties. Any oral representations or modifications concerning this instrument are of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

IX. **TRANSFERABILITY**

Neither City nor Vision Carthage shall assign any rights or duties under this contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this contract.

X. **SEVERABILITY**

All parties agree that should any provision of this contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this contract, which shall continue in full force and effect.

XI. **THIRD PARTY RIGHTS**

Nothing in this contract is intended to benefit any third party not a party to this contract, and no provision of this contract shall confer any rights upon any such third party.

XII. **INDEPENDENT CONTRACTOR**

Vision Carthage is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely to provide the Services provided for herein as an independent contractor.

XIII. **TERMINATION OF CONTRACT**

This Agreement may be terminated at any time by written, mutual agreement of the parties. The City shall have the right to terminate this Agreement in the event that Vision Carthage is in default or violation of the terms or provisions of this Agreement and fails to cure such default or violation within thirty (30) working days after receipt of a written Notice of Default, unless a longer time is agreed upon by both parties in writing, In case the default is not cured or remedied within thirty (30) working days or a longer period of time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter. In the event of termination, Vision Carthage shall refund to the City a pro-rated portion of the compensation paid pursuant to section III above. The pro-rated amount shall be determined by dividing the annual payment recited in section III by 365, and multiplying this daily amount by the number of days remaining in the year from and after the effective date of termination. Vision Carthage shall refund the pro-rated amount to the City within 30 days of the effective date of termination.

If neither party terminates this contract, it shall automatically terminate and expire three years from the date of the execution of this contract. Either party may terminate this agreement according to the terms of this contract.

XIV. **NOTICE**

Any notice required by this contract is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

Notice to the City shall be addressed to: City
Administrator
City of Carthage, Missouri
326 Grant Street
Carthage, Missouri 64836

Notice to Vision Carthage shall be addressed to:
Executive Director
Vision Carthage
221 W. 4th Street, Suite 15
Carthage, MO 64836

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF CARTHAGE, MISSOURI	VISION CARTHAGE
______________________________	______________________________
Alan Snow, Mayor	Eddie Grundy, Board President

ATTEST:

Miranda Deal, *City Clerk*

ATTEST:

Secretary

COUNCIL BILL NO. __25-30____ **ORDINANCE NO. ______**

An Ordinance authorizing the Mayor to enter into an agreement with the Boots Court Foundation/Carthage Visitors Center for $36,000.00 annually beginning July 1, 2025, for Tourism and Marketing Services, 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 agreement with the Boots Court Foundation/Carthage Visitors Center for $36,000.00 annually beginning on July 1, 2025, for Tourism and Marketing Services, in the City of Carthage, Missouri, a copy of which 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.

____
David B. Flanigan, Mayor

ATTEST:

____
Miranda Deal, City Clerk

Sponsored by: Budget Ways & Means

AGREEMENT FOR TOURISM AND MARKETING SERVICES
City of Carthage, Missouri
and the
Boots Court Foundation/Carthage Visitors Center

THIS AGREEMENT made and entered into this ____ day of _, by and between the City of Carthage, Missouri, (hereinafter referred to as “City”) with offices located at 326 Grant St., Carthage, Missouri, and the Boots Court Foundation/Carthage Visitors Center as a not-for-profit corporation organized under the laws of the State of Missouri, located at 125 S Garrison., for the purpose of marketing and promoting the City of Carthage as a destination to visitors, on an annual basis beginning Fiscal Year 2025-2026.

WHEREAS, a segment of the economy of the City of Carthage is reliant in part on the amount of tourism and tourism related activities generated throughout the City to produce funds for that segment of the economy and to assist in financing general municipal services for the citizens of the City of Carthage, and

WHEREAS, it is to the benefit of the City and its citizens to continue to expand this segment of the local economy, and

WHEREAS, the City is desirous of obtaining the services of the Boots Court Foundation/Carthage Visitors Center to assist in promoting and advertising the City of Carthage to encourage greater tourist related activities, and

WHEREAS, the Boots Court Motel & Visitors Center has assured the City that it is capable of providing those services and will provide proper accounting for the use of public funds which will enhance the overall tourist related areas, and

WHEREAS, the City has agreed to use the services of the Boots Court Foundation/Carthage Visitors Center to accomplish the aforesaid precepts, designating it as the official Visitors Center for the City of Carthage.

NOW, THEREFORE, in consideration of these premises and the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

WITNESSETH:

Article I

SCOPE OF SERVICES

- **Marketing & Promotion:**

  To promote the destination to attract visitors and boost the local economy. This involves creating marketing campaigns, attending industry events, and networking with potential visitors. Market branded merchandise, offer space for advertising, sponsorships, and support temporary local pop-up markets.

- **Tourism Development:**

- To develop and enhance tourism offerings within the destination, aiming to attract both leisure and business travelers. Provide brochures, maps, and guides about local attractions, events, and businesses. Offer information about historical landmarks and cultural sites. Offer personalized recommendations and assistance for tourists. Offer travel assistance for domestic and international visitors.
- **Passports:**

  When visitor passports are marked with the city exclusive passport stamp, they will be signing their origin in the visitor log. They will be presented with a gift bag containing information about our city, local business material, dining and entertainment options, etc.
- **Collaboration:**

  To work closely with local businesses, hotels, and attractions to ensure a positive visitor experience and to maximize the benefits of tourism. Encourage longer stays by showcasing local attractions and experiences. Provide information on parks, trails, and other outdoor activities.
- **Destination Management:**

  To provide services to event planners, such as venue sourcing, transportation, and accommodation recommendations.
- **Community Engagement:**

  To work with the local community to ensure that tourism benefits the entire area and is aligned with the values and interests of residents. Displaying historical exhibits about our city and the upcoming Route 66 one-hundred-year anniversary in 2026.
- **Data & Analytics:**
  To collect and analyze data on tourism trends, visitor demographics, and event performance to inform their strategies and optimize marketing efforts. Utilize electronic QR codes to provide digital information for travelers.

  - PAYMENT- The City of Carthage shall pay the Boots Court Foundation, Visitor Center $36,000 annually in monthly installments. Contract and payment shall be renewed annually prior to the start of the fiscal year.

____
David B. Flanigan, Mayor
City of Carthage, Missouri

____
Boots Court Foundation, Visitor Center

ATTEST:

Miranda Deal, City Clerk

COUNCIL BILL NO. __25-31___ **ORDINANCE NO. _____**

An Ordinance authorizing the Mayor to execute a Contract between the City of Carthage and the Carthage Over 60 Center for services in the amount not to exceed $23,000.00.

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 the Carthage Over 60 Center for services in the amount not to exceed $23,000.00, a copy of which 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.

____
David B. Flanigan, Mayor

ATTEST:

____
Miranda Deal, City Clerk

Sponsored by: Budget Committee

CONTRACT FOR SERVICES
BY AND BETWEEN
THE CARTHAGE OVER 60 CENTER INC.
AND THE CITY OF CARTHAGE, MISSOURI
A MUNICIPAL CORPORATION

THIS AGREEMENT made and entered into this ______ day of ____________, by and between Carthage Over 60 Center Inc., hereinafter referred to as Center and the City of Carthage, a Municipal Corporation, hereinafter referred to as City.

WHEREAS, there exists a need for a continuing provision of nutrition and support services for the senior citizens of the City of Carthage, and

WHEREAS, the parties to this contract are desirous of defining their rights and obligations in supplying said services and nutrition.

NOW THEREFORE, in consideration of the promises contained herein and in good and valuable consideration exchanged between Center and City, it is hereby agreed to, as follows:

I Center Agrees to:

(1) Provide such nutrition services as are outlined in this contract with the Area Agency on Aging and in accordance with Federal program guidelines, with these services to be provided at the location hereinafter referred to as facility, this being the Carthage Over 60 Center, located at 404 E Third Street, Carthage, Missouri.

(2) To employ, train and supervise such employees as it deems necessary for the operation of nutrition and support services at the facility, in accordance with current Administration on Aging requirements.

(3) To pay for or provide payment for utilities and telephone beginning July 1, 2025 ending June 30, 2026. Said payment shall cover the total cost for all utilities and all telephone expenses at the facility.

(4) To pay for or provide for all maintenance and janitorial services for the inside of the facility, including all inside equipment and furnishings.

(5) To not sublet the facility, or part thereof, without written permission of City or as provided within this agreement.

(6) To provide recreational and support services to include, but not limited to the following: regular blood pressure and eye examination clinics at the facility, dances at the facility, card playing and card tournaments at the facility, and all other such services as may be required by federal regulation and contracts.

(7) In addition, Center agrees to provide, when feasible, such other recreation and support services as may be requested by the senior persons of Carthage through the Center's Advisory Council.

II City Agrees:

(1) To make available to Center use of the facility.

(2) To maintain the structural soundness of the premises and maintain the outside of the building such as, but not limited to, roof, walls, doors and air conditioning

system.

(3) To provide for and pay property insurance to cover claims for injuries caused due to the condition of City's property.

(4) To maintain the parking lot area including the plowing of snow from the parking area when necessary and shoveling of snow from walkways at the facility.

(5) To provide for lawn mowing at the facility.

III City and Center Further Agree:

(1) To recognize the duly elected Advisory Council as the formal advisory body of senior citizens in matters including the building, nutrition program, recreation and support services. The City and Center will have representatives present at regular meetings of the Advisory Council and seriously consider all requests and recommendations from this advisory group.

(2) Scheduling of activities at the facility shall be handled in the following manner:

a) Center shall handle all scheduling of events and activities at the facility. Priority in scheduling will be given in the following order:

(1) Center sponsored senior citizen activities
(2) Other senior citizen activities
(3) City government sponsored activities
(4) Private group or organization activities (non-senior)

b) The facility shall be made available to community groups when not previously scheduled and in accordance with the priority listing in Section III, 2., (a) above. The parties involved recognize the requirement that the facility remain a community building, with priority given to senior citizens, but open to other groups.

c) Charges for use of the facility by non-senior private groups or activities may be levied in order for Center to defray the additional cost of utilities used by outside groups. Any such charges, as well as other rental policies, e.g., clean-up policy, hours, availability of keys, etc., shall be determined by the Advisory Council in conjunction with the City.

(3) In consideration of the services to be rendered hereunder to the City, the City agrees to pay on behalf of the Center, a sum not to exceed twenty-one thousand dollars and no cents ($21,000.00) appropriated by the annual budget of the City, which shall be used to pay utility costs for water, electric, sewer and gas bills monthly. Individual utility services shall be billed to the Center which in turn will be submitted to the City for payment up to the amounts indicated above. Any amounts above those indicated are to be the responsibility of the Center. The City also agrees to pay on behalf of the Center, a sum not to exceed two-thousand dollars and no cents ($2,000.00) for building maintenance.

(4) Center agrees that all persons working for Center under this Agreement shall be employees of Center and in no way shall be considered as employees of City, notwithstanding common inter-organizational interests. In this connection, should any liability arise under the Worker's Compensation provision of the State of Missouri due to injury of an employee of Center, the same shall be the sole responsibility of Center. It is understood that Center shall indemnify and hold harmless City from any and all claims, suits, demands and actions related to the operation of Center's programming. Notwithstanding the provisions of Missouri Law and the protection which said law provides to persons who serve as members of policy bodies responsible for the governance of not-for-profit organizations, Center, as deemed appropriate by its Advisory Council, is authorized to insure itself, its Officers, Directors and Staff, against liability claims.

IV TERM OF AGREEMENT:

This agreement shall be deemed to have taken effect July 1, 2025 and shall terminate as of June 30, 2026. This agreement shall be binding upon the parties hereto, and their successors.

CITY OF CARTHAGE

By:__________________________________

David B. Flanigan,
Mayor

ATTEST:

____

Miranda Deal, City Clerk

Carthage Over 60 Center

By: __________________________________

COUNCIL BILL NO. __25-32_ ____ **ORDINANCE NO. ___________**

An Ordinance authorizing the Mayor to execute a Memorandum of Understanding between the City of Carthage and the Carthage Economic Development Corporation and to agree upon general terms and commit to the financial terms of the Agreement.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute on behalf of the City of Carthage a Memorandum of Understanding between the City of Carthage and the Carthage Economic Development Corporation and to agree upon the general and financial terms of the MOU.

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

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.

____
David B. Flanigan, Mayor

ATTEST:

____
Miranda Deal, City Clerk

Sponsored by: Budget Ways and Means

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum"), is entered into on _____________________ (the "Effective Date"), by and between City of Carthage, hereinafter referred to as City, located at 326 Grant St, Carthage, Missouri 64836 (the "First Party"), and Carthage Economic Development Corporation, hereinafter referred to as CEDC, located at 627 W Centennial Ave, Carthage, Missouri 64836 (the "Second Party"). First Party and Second Party may be referred to individually as the "Party", or collectively, the "Parties".

1. MISSION

The partnership on which the Parties are intending to collaborate, has the following intended mission in mind:

To position Carthage as an inclusive and welcoming community of choice that attracts and supports a diverse workforce and economy.

2. PURPOSE AND SCOPE

The Parties intend for this Memorandum to provide the cornerstone and structure for all future agreements being considered by the Parties and which may be related to an economic development partnership.

3. OBJECTIVES

The CEDC, and its CEO, will be the lead agency for economic development in Carthage, MO. The parties intend to work together to retain, expand and attract businesses that contribute to the overall economic growth, diversification, and resiliency of the region. Funding will be created through a partnership with the City, Carthage Water & Electric Plant (CWEP) and additional investors as they are secured.

The objectives of the CEDC will be to implement the goals and priorities described in the strategic plan proposed and adopted by the Ady Advantage Consulting group. These objectives are summarized below:

- Alignment/Regionalism
- Readiness
- Marketing/Differentiation

4. EVALUATION

This program evaluation will be based upon the milestones set forth in the Ady Advantage plan that includes three core pillars above, but further details eight focus areas, 22 strategies and 81 unique tactics.

The Board of Directors for the CEDC will evaluate this program at least quarterly, and the evaluation will be shared with management representatives of the City and CWEP.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Either party may decide not to proceed with the partnership contemplated herein for any reason or no reason. Forty-five days notice, provided in writing, should be sent to all Parties if any Party decides to disengage from the terms of this MOU.

The City will provide full support and guidance for this economic development partnership. The City will contribute $70,000 in Fiscal Year 26, $70,000 in Fiscal Year 27, and $70,000 in Fiscal Year 28 to the CEDC to be designated for this program. This payment will consist of one lump sump provided to the CEDC prior to August 31st each year.

In addition to continuing the work on the objectives of the Ady Advantage plan, the CEDC shall render and provide the following services that include, but are not limited to:

The CEDC shall perform Business Retention and Expansion (BRE) services by working with current employers in town to identify opportunities for growth of employment and/or capital expenditures. As part of these BRE projects, the CEDC will advise the business on available incentives at both the local and state level and guide these businesses through the incentive process for mutually beneficial growth.

The CEDC shall perform retail recruitment on behalf of the City. The CEDC's efforts will focus on regional and national chains, as well as helping recruit local businesses in collaboration with other community partners for the purpose of growing the sales tax base. As part of these efforts, the CEDC may hire a retail consultant to help advise and strategize the planning and recruitment process.

The CEDC will research and write grants or other funding opportunities on behalf of the City. These grants will focus on economic development projects but may also include community development. Prior to application, all City processes will be followed regarding approval and budgeting of matching dollars to fulfill grant requirements. These grants may be applied for under the City itself, or the CEDC may be the applicant as a pass-through, subject to specific grant requirements and project goals.

The CEDC will work to develop policies for the usage of economic development incentives in the City. The goal of these policies is to have approval from the City, and its governing leadership, for the usage of these policies to help meet Carthage's economic development goals.

The CEDC will help administer and support any City economic development programs alongside City staff. These programs may include, but not limited to, Industrial Revenue Bonds, Carthage Redevelopment Corporation, Tax Increment Financing, Enhanced Enterprise Zone and Community Improvement Districts.

The CEDC will be the primary marketing organization focused on the sale of 248 acres of City-owned land, that is locally referred to as the Economic Development Park. The sales process is further defined in the MOU between the City and CEDC that correlates with Council Bill 23-71, dated 10/24/2023.

The CEDC will work with the City and other community organizations and leaders to develop a plan for the economic growth of Carthage. This plan will identify desired locations for industrial, commercial and residential growth with a focus on getting the best use of land and existing commercial assets.

The CEDC will work with the City and other community organizations and stakeholders to come up with a future strategic plan for the economic growth of Carthage.

5. TERMS OF UNDERSTANDING

The term of this Memorandum shall be for a period of three years from the Effective Date and maybe extended upon written mutual agreement of both Parties.

6. LEGAL COMPLIANCE

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities.

Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

7. NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

8. AUTHORIZATION AND EXECUTION

The signing of this Memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by City of Carthage and Carthage Economic Development Corporation and shall be effective as of the date first written above.

(First Party Signature) City of Carthage 326 Grant St Carthage, Missouri 64836	(Date)
(Second Party Signature) Carthage Economic Development Corporation 627 W Centennial Ave Carthage, Missouri 64836	(Date)

COUNCIL BILL NO. __25-33___ **ORDINANCE NO. ____**

An Ordinance authorizing the Mayor to enter into a contract with Guaranty Bank for Banking Services.

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 Guaranty Bank, a copy of which contract 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.

____
David B. Flanigan, Mayor

ATTEST:

____
Miranda Deal, City Clerk

Sponsored by: Insurance, Audit & Claims

CONTRACT

City of Carthage Contract Identification Information:
Title: _Mayor,__________FEIN # _44-6000157

AGREEMENT FOR BANKING SERVICES

THIS AGREEMENT is entered into the date last below written the **CITY OF CARTHAGE, MISSOURI ("CITY")** and
("CONTRACTOR").

1. SERVICES BY CONTRACTOR

Contractor shall perform the services described in the scope of work attached hereto as Attachment IA.

2. COMPENSATION

City shall pay Contractor for each of the services as set forth in the Proposal in accordance with the amounts and conditions specified in the Proposal. Fees will be paid through compensating balance or certificate of deposit credit or where specified in the Proposal through direct payment.

3. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. Contractor agrees not to discriminate against any employee or applicant for employment or any other person in performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

B. Contract shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement, including where applicable Carthage City Code.

C. Violation of this Paragraph 3, shall be a material breach of this Agreement and grounds for cancellation, termination or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

4. TERM AND TERMINATION OF AGREEMENT

A. The term of this Agreement shall be three years commencing July 1, 2025 through June 30, 2028. Upon mutual written consent, subject to the provisions for termination as set for in this section, the City anticipates that this Agreement will be extended for two additional years. During extension periods, all terms and conditions of the existing Agreement shall remain in effect those mutually agreed to in writing and amended for the extension period.

B. This Agreement may be terminated by either party without cause upon ninety days' written notice, in which event all finished or unfinished documents, reports or other material or work of Contract pursuant to this Agreement shall be submitted to the City, and Contractor shall be entitled to just and equitable compensation or at the rate set forth in paragraph 2 for any satisfactory work completed prior to the date of termination

5. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. City agrees that if it uses products prepared by Contractor for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold Contractor harmless therefore.

6. GENERAL ADMINISTRATION AND MANAGEMENT

The Accounting and Treasury Manager, shall be City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all charges, under this Agreement.

7. HOLD HARMLESS

A. Contractor shall protect, defend, indemnify and save harmless City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of Contractor, its officers, employees and agents in performing this Agreement.

B. City shall protect, defend, indemnify and save harmless Contractor, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or missions of City, its officers, employees and agents in performing this Agreement**.**

8. INSURANCE

Contractor shall maintain insurance as set forth in the bid documents.

9. SUBLETTING OR ASSIGNING CONTRACT

Neither City not Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the express prior written consent of the other.

10. FUTURE SUPPORT

City makes no commitment and assumes no obligations for the support of Contractor’s activities except as set forth in this Agreement.

11. INDEPENDENT CONTRACTOR

Contractor is and shall be at all times during the term of this Agreement an independent contractor.

12. ACTS OF INSOLVENCY

City may terminate this Agreement by written notice to Contractor if Contractor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has wound up liquidated, voluntarily or otherwise.

13. FORCE MAJEURE, SUSPENSION AND TERMINATION

In the event that either party is unable to perform its obligations under the Agreement, or to enjoy any of its benefits because of natural disaster or actions or decrees of governmental bodies (hereunder referred to as a “Force Majeure Event” or “Event”), the party who has been so affected immediately shall give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, the affected party shall be excused from such performance as is affected by the force Majeure Event for the period of such Event. If the period of nonperformance exceeds fifteen (15) days from the receipt of notice of Force Majeure Event, the party whose ability to perform has not been so affected may terminate the Agreement by giving written notice. If such Event shall affect the delivery day or warrant provisions of the Agreement, such date of warranty period shall automatically be extended for a period equal to such Event.

14. EXTENT OF AGREEMENT MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of ____________________, 2025.

CONTRACTOR

Name:

By:

Title:

CITY OF CARTHAGE

By:

Name: ___________________________

Title: Mayor, City of Carthage

COUNCIL BILL NO. __25-34__ **ORDINANCE NO. ____**

An Ordinance authorizing the Mayor to enter into an agreement with Union Pacific Railroad Company for the plan review of the McGregor St Bridge in the amount of $25,000.00, in the City of Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into an agreement with Union Pacific Railroad Company for the plan review of the McGregor St Bridge in the amount of $25,000.00, in the City of Carthage, Missouri , 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.

____
David B. Flanigan, Mayor

ATTEST:

____
Miranda Deal, City Clerk

Sponsored by: Public Works

REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES

Effective Date:

Estimate: $25,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and CITY OF CARTHAGE, MISSOURI (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (**Project**).

B. The Project will affect Railroad's track and right of way at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance, or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

2. Notwithstanding the Estimate **(Estimate)**, Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on Exhibit C. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless whether Agency declines to proceed with the Project or Railroad elects not to approve the Project.

3. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities, or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications, and prepare material and force cost estimates for any Project related work performed by Railroad.

4. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

5. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

7. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF CARTHAGE, MISSOURI	**UNION PACIFIC RAILROAD COMPANY,** a Delaware Corporation
______________________ Signature	______________________ Signature
______________________ Printed Name	Tiecy Cotton Printed Name
______________________ Title	Manager I, Industry & Public Projects Title

Exhibit A
Project Description and Location

Project Description

The City of Carthage, Missouri, proposes the replacement of the roadway bridge structure at the location referenced below.

Location

Nevada Subdivision (Leased MNA)

DOT	Crossing Type	Milepost	Street Name
434921J	Public	527.5	Mc Gregor Street

Exhibit B
Scope of Project Services

Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification, and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

Exhibit C
Billing Contact Information

Name	Josiah Bayless
Title	Public Works Director
Address	623 E. 7th Street, Carthage MO 64836
Work Phone	(417) 237-7010
Cell Phone	
Email	j.bayless@carthagemo.gov
Agency Project No.	BRO-R117(01)

COUNCIL BILL NO. ___25-35___ **ORDINANCE NO. ____________**

An Ordinance authorizing the Mayor to sign an amended and restated City of Carthage, Missouri, Police and Fire Pension Plan document. Such amendment and restatement of the Plan is as recommended by the Police and Fire Pension Plan Committee.

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 sign an amended and restated City of Carthage, Missouri, Police and Fire Pension Plan, adopting the changes to such amended and restated Plan document as found in the restated Plan document attached hereto and incorporated herein as if set out in full.

SECTION II: This Ordinance shall take effect and be in force effective June 1, 2025.

PASSED AND APPROVED THIS _____ DAY OF ______________, 2025.

____

David B. Flanigan, Mayor

ATTEST:

____

Miranda Deal, City Clerk

Sponsored by: Committee on Insurance, Audit and Claims and Police and Fire Pension

AMENDED AND RESTATED

CITY OF CARTHAGE, MISSOURI

POLICE AND FIRE PENSION PLAN

EFFECTIVE

June 1, 2025

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CITY OF CARTHAGE, MISSOURI
POLICE AND FIRE PENSION PLAN
AMENDED AND RESTATED EFFECTIVE JU~~LY~~NE 1, 202~~2~~5

THIS ~~AGREEMENT, was previously made and restated the 1st day of September, 2015~~AMENDED AND RESTATED CITY OF CARTHAGE, MISSOURI POLICE AND FIRE PENSION PLAN ("Plan"), is made and entered into the June 1, 2025, by and between the City of Carthage, Missouri (herein referred to as the "Employer") and ~~BMO Harris Bank, N.A.~~Midwest Institutional Trust Company (herein referred to as the "Trustee").~~ This Amended and Restated Agreement is made and entered into the 1st day of July, 2022, between the Employer and the Trustee.~~

WITNESSETH

WHEREAS, the Employer heretofore established a Pension Plan and Trust originally effective July 1, 1973, ~~known as City of Carthage, Missouri, Policemen's and Firemen's Pension Plan (herein referred to as the "Plan")~~ in recognition of the contribution made to its successful operation by its employees and for the exclusive benefit of its eligible employees; and

WHEREAS, under the terms of the Plan, the Employer has the ability to amend the Plan, provided the Trustee joins in such amendment if the provisions of the Plan affecting the Trustee are amended; and

~~WHEREAS, effective the 1st day of September, 2015, the Employer and the Trustee amended and restated the Plan in its entirety.~~

NOW, THEREFORE, effective the 1st day of ~~July, 2022~~June, 2025 (the "Effective Date"), or as otherwise provided~~ in Section 1.14 or otherwise~~ herein, the Employer and Trustee in accordance with the provisions of the Plan pertaining to amendments thereof amend and restate the Plan ~~to gender neutralize and rename the Plan, City of Carthage, Missouri, Police and Fire Pension Plan~~ as follows:

ARTICLE I
DEFINITIONS

1.1 "Accrued Benefit" shall be the retirement benefit a Participant would receive at Participant's Normal Retirement Date based upon the retirement benefit formula as provided in Section 5.3 of this Agreement, multiplied by a fraction, not greater than one (1), the numerator of which is the Participant's total number of Years of Credited Service as of the Participant's date of retirement or termination of employment and the denominator of which is the aggregate number of Years of Credited Service the Participant will have accumulated if Participant continued Participant's employment until Participant's Normal Retirement Date. In the event a Participant terminates employment prior to Normal Retirement Date, the Participant's Accrued Benefit shall be equal to the amount as determined above, using the Participant's Average Monthly Compensation computed as of the Participant's date of termination of employment or earlier termination of status as an Eligible Employee.

1.2 Not Used.

1.3 "Actuarial Equivalent" shall mean a form of benefit differing in time, period, or manner of payment from a specific benefit provided under the Plan but having the same value when computed using pre-retirement at seven percent (7~~%~~%) interest, post-retirement 1971 Individual Annuity Mortality Table at six percent (6~~%~~%) (all lives treated as males).

Notwithstanding the foregoing, the mortality table and the interest rate for the purposes of determining an Actuarial Equivalent amount (other than non-decreasing life annuities payable for a period not less than the life of a Participant or, in the case of a Pre-Retirement Survivor Annuity, the life of the surviving spouse) shall be the mortality table and the interest rates specified above or the "Applicable Mortality Table" and the "Applicable Interest Rate" described below, whichever produces the greater benefit:

(a) The "Applicable Mortality Table" means effective January 1, 2008, the mortality table, as modified by the Secretary of the Treasury, based on the table specified for the Plan Year under Code Section 430(h)(3)(A). Prior to February 1, 2008, "Applicable Mortality Table" means the table prescribed by the Secretary of the Treasury based on the prevailing commissioner's standard table (described in Code Section 807(d)(5)(A)) used to determine reserves for group annuity contracts issued on the date as of which present value is being determined (without regard to any other subparagraph of Code Section 807(d)(5)).

(b) The "Applicable Interest Rate" means, effective as of January 1, 2008, the adjusted first, second and third segment rates based on corporate bond yields, as further described in Code Section 417(e)(3)(D), for the second calendar month preceding the first day of the Plan Year in which the Annuity Starting Date occurs. Prior to February 1, 2008, "Applicable Interest Rate" means the annual rate of interest on thirty year (30-year) Treasury securities determined for the first full calendar month preceding the first day of the Plan Year during which the Annuity Starting Date occurs. However, except as provided in Regulations, if a Plan amendment (including this amendment and restatement) changes the time for determining the "Applicable Interest Rate" (including an indirect change as a result of a change in the Plan Year), any distribution for which the Annuity Starting Date Occurs in the one-year (1-year) period commencing at the time the Plan amendment is effective (if the amendment is effective on or after the adoption date) must use the interest rate as provided under the terms of the Plan after the effective date of the amendment, determined at either the date for determining the interest rate before the amendment or the date for determining the interest rate after the amendment, whichever results in the larger distribution. If the Plan amendment is adopted retroactively (that is, the amendment is effective prior to the adoption date), the Plan must use the interest rate determination date resulting in the larger distribution for the period beginning with the effective date and ending one (1) year after the adoption date.

In the event this Section is amended, the Actuarial Equivalent of a Participant's Accrued Benefit on or after the date of change shall be determined as the greater of (1) the Actuarial Equivalent of the Accrued Benefit as of the date of change computed on the old basis, or (2) the Actuarial Equivalent of the total Accrued Benefit computed on the new basis.

1.4 "Age" shall mean age at last birthday.

1.5 "Agreement" or "Plan" shall mean this instrument renamed City of Carthage, Missouri, Police and Fire Pension Plan, including all amendments thereto.

1.6 "Anniversary Date" means July 1.

1.7 "Average Monthly Compensation" means the monthly Compensation of a Participant averaged over the five (5) consecutive Plan Years of Service which produce the highest monthly average. If a Participant has less than sixty (60) months of service from Participant's date of participation to Participant's date of termination, Participant's Average Monthly Compensation will be based on Participant's monthly Compensation during Participant's months of service from Participant's date of participation to Participant's date of termination. Compensation subsequent to termination of status as an Eligible Employee shall not be recognized except as provided in Section 1.12(a).

1.8 "Beneficiary" means the person designated as provided in Section 5.5 to receive the benefits which are payable under the Plan upon or after the death of a Participant.

1.9 "City Council" means the City Council of the Employer. The term "Mayor" shall mean the Mayor of the Employer.

1.10 "Code" means the Internal Revenue Code of 1986, as amended, or replaced from time to time.

1.11 "Contribution Account" means the bookkeeping account established for each Participant, which shall consist of Participant's total Employee contributions under this Plan accumulated with interest at the rate of five percent (5%) per annum from the end of the Plan Year such contributions were made to The Anniversary Date coincident with or next preceding the date benefit payments commence under this Plan (or the date the Participant's Contribution Account is paid due to Participant's termination of employment or death). Employees who become Participants on or after July 1, 1989, are not required to contribute to this Plan and, therefore, will not be entitled to any Contribution Account benefit.

1.12 “Compensation” with respect to any Participant means such Participant’s regular basic earnings plus all forms of extraordinary earnings such as overtime, shift differential, commissions, bonuses, but excluding non-cash compensation and reimbursed expenses. A Participant’s “Monthly Earnings” shall be determined by accumulating the Participant’s Compensation while an Eligible Employee for the entire Plan Year and dividing the total by twelve (12), or the number of months during which the participant was an Eligible Employee during a Plan Year if less than twelve (12). In the event that, due to layoff, disability, or other reason, a Participant who is also an Eligible Employee does not receive Compensation for any month, that Participant shall be credited with Compensation for such month in the amount of the Participant’s regular basic monthly rate of earnings in effect when the Participant last received compensation from the Employer. Compensation shall include amounts which are contributed by the Employer pursuant to a salary reduction agreement and which are not includible in the gross income of the Participant under Code Sections 125, 132(f)(4) and for Plan Years beginning after December 31, 2000, Compensation shall also include amounts not includible in Participant gross income pursuant to Code Sections 402(e)(3), 402(h)(1)(B), 403(b) or 457(b) as well as Employee contributions described in Code Section 414(h)(2) that are treated as Employer contributions.

For purposes of this Section, the determination of Compensation shall be made by:

(a) Effective for Plan Years beginning on and after July 1, 2007, making the following adjustments for amounts that are paid after a Participant’s severance from employment with the Employer and by the later of ~~2 ½~~two and one-half (2 ½) months after a Participant’s severance from employment with the Employer or the end of the Plan Year that includes the date of the Participant’s severance from employment with the Employer. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered Compensation, even if payment is made within the time period specified above.

(1) **Regular pay.** Compensation shall include regular pay after severance of employment if:

(i) The payment is regular compensation for services during the Participant’s regular working hours, or compensation for services outside the Participant’s regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and

(ii) The payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.

(2) **Leave cashouts**. Leave cash-outs shall be included in Compensation if those amounts would have been included in the definition of Compensation if they were paid prior to the Participant's severance from employment with the Employer, and the amounts are for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued.

(3) **Deferred compensation**. Deferred compensation shall be included in Compensation if those amounts would have been included in the definition of Compensation if they were paid prior to the Participant's severance from employment with the Employer maintaining the Plan, and the amounts are received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

(4) **Salary continuation payments for military service Participants.** Payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code Section 414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service shall be excluded from Compensation.

(5) **Salary continuation payments for disabled Participants.** Compensation excludes compensation paid to a Participant who is permanently and totally disabled (as defined in Code Section 22(e)(3)).

(b) Effective for the Plan Year commencing July 1, 2002, compensation in excess of ~~$~~Two Hundred Thousand and No/100 Dollars ($200,000.00) (or such other amount provided in the Code) shall be disregarded. Such amount shall be adjusted for increases in the cost of living in accordance with Code Section 401(a)(17)(B), except that the dollar increase in effect on January 1 of any calendar year shall be effective for the Years beginning with or within such calendar year. If Compensation for any prior determination period is taken into account in determining a Participant's benefits for the current Plan Year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. For this purpose, in determining benefits in Plan Years beginning on or after January 1, 1989, the annual compensation limit in effect for determination periods beginning before that date is ~~$~~Two Hundred Thousand and No/100 Dollars ($200,000.00) (or such other amount as adjusted for increases in the cost of living in accordance with Code Section 415(d) for determination periods beginning on or after January 1, 1989, and in accordance with Code Section 401(a)(17)(B) for determination periods beginning on or after January 1, 1994). For any short Plan Year the Compensation limit shall be an amount equal to the Compensation limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12).

1.13 "Contract" or "Policy" shall mean a life insurance policy or annuity contract (group or individual) issued by the insurer as elected.

1.14 "Effective Date" this Plan was initially effective July 1, 1973, and was completely restated effective July 1, 1997, ~~again thereafter~~ October 28, 2003, ~~and again thereafter as of~~ September 1, 2015~~.~~ and July 1, 2022. This document shall be effective as of Ju~~ly~~ne 1, 202~~2~~5, except as otherwise provided herein. The terms and conditions of this document will apply to all benefits accrued and payable hereunder on and after that date, except as otherwise provided. The terms and conditions of the Plan as in effect prior to this restatement shall apply to all benefits whose payment commenced prior to the current Effective Date, except as otherwise provided herein. Benefits accrued prior to the Effective Date of this Plan and not yet paid were accrued according to the Plan's terms as they previously existed and will continue to be governed by the terms of this Plan.

Unless otherwise specifically provided herein, the following changes made to this Plan document in its restatement as of September 1, 2015, will be effective as of July 1, 1997 (unless noted otherwise in the text of this document or below) because they reflect clarifications of the manner in which the Plan was then operated, applied, and interpreted: Sections 1.1, 1.12, 1.19, 1.20, 1.32, 1.35, elimination of prior Section 1.37 (Years of Service), 2.1(a) through (d), 2.1(e) (effective with the appointment of the entity that is Trustee as of September 1, 2015), 2.2, 5.2(a), (b), (c), (d), and (e), 5.3, 5.4, 5.5, 6.1 (except for the provisions concerning required minimum distribution provisions whose effective date was January 1, 1997, and are now re-codified in Section 6.5 and Disability Retirement which was phased out January 1, 1997), Section 6.2 (first paragraph is effective December 31, 1977), former Section 6.2(e) and (f) (where effective date was otherwise July 1, 1997 and are now re-codified in Section 6.5), Section 7.1, 7.5, 8.1 through 8.3 (effective with the appointment of the entity that is Trustee as of September 1, 2015).

In addition, the term "Eligible Employee" was added to Sections 1.1, 1.7, 1.12, 1.20, 1.32, 1.35, 6.1, ~~7.1 in this Restatement. These additions are~~and 7.1 effective as of the original Effective Date of July 1, 1973, to clarify that the determinations of Compensation, Service, Vesting, eligibility for Early Retirement and entitlement to Death Benefits are based upon service with the City, compensation from the City and participation only as Eligible Employees.

~~This Plan is renamed effective July 1, 2022 as the City of Carthage, Missouri, Police and Fire Pension Plan.~~

1.15 "Early Retirement Date" means the first day of the month (prior to the Normal Retirement Date) coinciding with or next following the date on which a Participant or Former Participant attains such individual's fiftieth (50th) birthday and has completed at least fifteen (15) Years of Credited Service with the Employer (Early Retirement Age).

1.16 "Eligible Employee" shall mean each Employee of the Employer who is an active firefighter or police officer, excluding (a) any such Employee whose customary employment is for not more than one thousand (1,000) hours in any calendar year and (b) any employee of the Employer who is not an active firefighter or police officer.

1.17 "Employee" means any person who is employed by the Employer and is on the Employer's payroll. It is expressly intended that individuals not considered by the Employer to be common law employees on its payroll such as independent contractors, consultants, leased employees, personnel obtained from staffing agencies, are neither Employees or Eligible Employees, and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors, or consultants.

1.18 "Employer" means the City of Carthage, a municipal corporation, with principal offices in the State of Missouri, and shall include any incorporated and unincorporated municipal boards of the City which may wish to participate in the Plan for the benefits of their employees. Any such board shall separately execute this Plan for coverage to be effective.

1.19 "Fiduciary" means any person who (a) exercises any discretionary authority or discretionary control respecting management of the Plan or exercises any authority or control respecting management or disposition of its assets, (b) renders investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of the Plan or has any authority or responsibility to do so, or (c) has any discretionary authority or discretionary responsibility in the administration of the Plan, including, but not limited to, the Trustee, the Employer and its representative body, and the Committee.

1.20 "Former Participant" means a person who has been a Participant, but who has ceased to be a Participant for any reason, such as ceasing to be an Eligible Employee.

1.21 "Investment Manager" means any person, firm or corporation who is a registered investment adviser under the Investment Advisers Act of 1940, a bank or an insurance company, and (a) who has the power to manage, acquire, or dispose of Plan assets or to advise the Pension Committee on the investment thereof in exchange for a fee, and (b) who acknowledges in writing the person's or entity's fiduciary responsibility to the Plan.

1.22 “Late Retirement Date” means the first day of the month coinciding with or next following a Participant’s actual Retirement Date after having reached Participant’s Normal Retirement Date.

1.23 “Normal Retirement Date” means the first day of the month coincident with or immediately following the Participant’s fifty-fifth (55th) birthday. For Participants who terminated from employment with the Employer prior to June 28, 2016, Normal Retirement Date means age fifty-eight (58).

1.24 “Participant” shall mean any Eligible Employee who becomes a Participant as provided in Article III, and has not for any reason become ineligible to participate further in the Plan including any person who has an Accrued Benefit under the Plan.

1.25 “Pension Committee or Committee” means the Pension Committee as provided in Article VII hereof.

1.26 “Plan Year” means the Plan’s accounting year of twelve (12) months commencing on July 1 of each year and ending the following June 30.

1.27 “Present Value of Accrued Benefit” means the value of a Participant’s Accrued Benefit at date of valuation determined pursuant to Section 1.3.

1.28 “Qualified Health Insurance Premiums” means premiums for a Participant who satisfies the conditions for eligibility under Section 5.12 for coverage for the Participant, Participant’s spouse, or dependents (as defined in Code Section 152) by an accident or health plan or qualified long-term care insurance contract (as defined in Code Section 7702B(b)).

1.29 “Regulation” means the Income Tax Regulations as promulgated by Secretary of the Treasury or the Secretary’s delegate, and as amended from time to time.

1.30 “Retired Participant” means a person who has been a Participant, but who has become entitled to retirement benefits under the Plan.

1.31 “Retirement Date” means the date as of which a Participant retires by terminating employment with the Employer, whether such retirement occurs on a Participant’s Early Retirement Date, Normal Retirement Date, or Late Retirement Date.

1.32 “Service” or “Credited Service” means the sum of the amounts determined under (a) and (b).

(a) The number of full years and completed months of continuous employment by the Employer of an Eligible Employee Participant from such individual's last hiring date to July 1, 1973.

(b) The number of full years and completed months of employment by the Employer of an Eligible Employee Participant from the later of July 1, 1973, and the individual's original hiring date to the calculation date. Interrupted periods of employment shall be aggregated for the purpose of determining an Eligible Employee Participant's total service, unless the Participant received a lump sum payment of such Participant's Plan benefit as provided in Section 6.1, in which case such Participant shall be credited only for service earned after the date of employment termination used in calculating the Participant's lump sum payment. If a Participant who has received a lump sum payment is subsequently reemployed by the Employer and repays such lump sum payment to the Trust Fund within twelve (12) months following the Participant's termination of employment, together with interest at seven (7%) percent per annum, such Participant will be credited for all service from such Participant's original hiring date with the Employer.

For purposes of (a) and (b), and except for a Participant who has received a lump sum payment as described in the preceding paragraph (unless such payment has been repaid as described above), employment shall not be broken and shall be credited for absences of an Eligible Employee Participant due to vacation, temporary sickness, or injury. Such employment shall not be broken, but shall not be credited for absences due to the following causes as well:

(i) Total and Permanent Disability where the Eligible Employee Participant recovers and returns to employment in accordance with Section 5.6.

(ii) Leaves of Absence duly granted by the Employer to an Eligible Employee Participant continuing for a period of not more than two (2) years, with all Eligible Employees Participants under similar circumstances being treated alike.

(iii) Lay-off of an Eligible Employee Participant for lack of work or other cause continuing for a period of not more than one (1) year.

Service shall be used only to determine eligibility of Employees for participation or benefits contained in this Plan.

Notwithstanding any provision of this Plan to the contrary, effective December 12, 1994, contributions, benefits, and service will be provided in accordance with Code Section 414(u) with respect to "Qualified Military Service" and, effective January 1, 2007, in accordance with Code Section 401(a)(37).

1.33 “Spouse” means, effective September 16, 2013, a person to whom a Participant is legally married under the laws of the state where the marriage occurred and was performed (regardless of the laws of the state where the Participant or the Spouse are domiciled) on the date on which the Participant’s marital status must be determined under the Plan. For avoidance of doubt, any references to “spousal” or “married” in this Plan shall be determined in accordance with this Section.

1.34 “Survivor Annuity” means an annuity form of payment for the life of the surviving spouse of a Participant.

1.35 “Terminated Participant” means a person who has been a Participant, but whose employment, or employment as an Eligible Employee, has been terminated other than by death, total and permanent disability, or retirement.

1.36 “Trustee” means the person or entity named as Trustee herein or in any separate trust forming a part of this Plan, and any successors.

This Trustee shall at all times be a ~~banking~~ corporation organized and doing business under the laws of the United States of America or any state therein, authorized under such laws to exercise corporate trust powers and subject to supervision or examination by Federal or State authority. The City Council may remove the Trustee at any time upon notice required by the terms of the Trust Agreement; and upon such removal or upon the resignation of the Trustee, the Board of Directors shall designate and appoint a successor Trustee.

1.37 “Trust Fund” means the assets of the Plan and Trust as the same shall exist from time to time.

1.38 “Vested” means the portion of a Participant’s Accrued Benefit that is nonforfeitable. Credited Service shall be used only to determine eligibility of Employees for participation or benefits contained in this Plan.

ARTICLE II
ADMINISTRATION

2.1 POWERS OF RESPONSIBILITIES OF THE EMPLOYER AND THE ADMINISTRATOR

(a) The Administrator of the Plan shall be the Pension Committee as described herein. The Committee will have full power to administer the Plan and invest the Trust Fund subject to applicable requirements of law consistent with the provisions of Article VII hereof and any contrary directions from the Employer.

(b) The Employer shall be empowered to appoint and remove the Committee, or any member thereof, from time to time as it deems necessary for the proper administration of the Plan and to assure that the Plan is being operated for the exclusive benefit of the Participants and their Beneficiaries in accordance with the terms of this Agreement, the Code, and the Act.

(c) The Employer shall establish a "funding policy and method"; i.e., it shall determine whether the Plan has a short run need for liquidity (e.g., to pay benefits) or whether liquidity is a long run goal and investment growth (and stability of same) is a more current need, or shall appoint a qualified person to do so. The Employer or its delegate shall communicate such needs and goals to the Committee, who shall coordinate such Plan needs with its investment policy. The communication of such a "funding policy and method" shall not, however, constitute a directive to the Committee or any such Investment Manager or Trustee as to the specific investment of the Trust Funds. Such "funding policy and method" shall be consistent with the objectives of this Plan and any applicable requirements of Missouri law and such funding policy shall advise the Committee and Investment Manager of the Plan's financial objectives to inform their investment strategies and investment policy.

(d) The Committee may in its discretion appoint an Investment Manager to manage all or a designated portion of the assets of the Plan, or terminate such appointment, or direct the investments of the Plan. In such event, the Trustee shall follow the directives of the Investment Manager in investing the assets of the Plan and Trust managed by the Investment Manager or the directions of the Committee with respect to Plan and Trust assets managed by the Committee. Provided, however, that the Committee shall advise the Employer of all selections and removals of Investment Managers. And, the Employer may, at any time and in its discretion appoint, or terminate the appointment, of any Investment Manager or direct the Committee with respect to the investment of Plan and Trust.

(e) The Trustee shall be a directed Trustee and shall not be responsible for exercising any discretion in the investment of Plan and Trust assets unless specifically provided in such Trust agreements to which the Trustee is a party and agrees to such delegation of investment responsibilities. Otherwise, consistent with its Trust agreement, the Trustee shall accept and follow the investment directions of each Investment Manager and the Committee.

(f) The Employer shall periodically review the performance of any Fiduciary or other person to whom duties have been delegated or allocated by it under the provisions of this Plan or pursuant to procedures established hereunder. This requirement may be satisfied by formal periodic review by the Employer or by a qualified person specifically designated by the Employer, through day to day conduct and evaluation, or through other appropriate ways.

2.2 ASSIGNMENT, DELEGATION AND DESIGNATION OF ADMINSITRATIVE AUTHORITY

The Employer shall appoint one (1) or more persons to serve on the Pension Committee. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve on the Committee. Any person so appointed shall signify such Person's acceptance by filing written acceptance with the Employer. A Committee member may resign by delivering the Committee Member's written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Pension Committee if no date is specified.

The Employer, upon the resignation or removal of a Committee member, shall promptly designate in writing a successor to this position.

ARTICLE III
ELIGIBILITY

3.1 CONDITIONS OF ELIGIBILITY, PARTICIPATION AND EFFECTIVE DATE OF PARTICIPATION

(a) An Eligible Employee shall be eligible for participation on the Eligible Employee's employment date and shall be automatically enrolled as a Participant in the Plan on that date. A Terminated Participant who later resumes employment with the Employer as an Eligible Employee shall be eligible for participation on Terminated Participant's reemployment date and shall be reenrolled on that date. The records of the Employer, as certified to the Pension Committee, with respect to Continuous Service, termination of Continuous Service, temporary suspension of Employees, leaves of absence, eligibility herein, reemployment and compensation and any and all other matters dealing with matters of employment of an Eligible Employee or Participant, shall be conclusive.

(b) Each Employee shall be furnished a summary of the Plan when the Employee becomes an Eligible Employee and shall be provided with any forms that the Pension Committee determines to be necessary to participate in the Plan.

(c) Upon an Eligible Employee becoming a Participant, the Participant shall be bound then by the terms of this Plan and the Trust Agreement, including all amendments to the Plan and the Trust Agreement made in the manner herein authorized as well as all interpretations and determinations made by the Pension Committee.

3.2 DETERMINATION OF ELIGIBILITY

The Pension Committee shall determine the eligibility of each Eligible Employee for participation in the Plan based upon information furnished by the Employer. Such determination shall be conclusive and binding upon all persons, as long as the same is made in accordance with this Agreement. Such determination shall be subject to review per Section 7.11.

3.3 EFFECTIVITY

The foregoing provisions of Sections 3.1 and 3.2 are restated to read as provided above to be effective when the provisions of this Plan were modified to eliminate the requirement for Participant contributions as a condition to participate.

ARTICLE IV
CONTRIBUTION AND VALUATION

4.1 PAYMENT OF CONTRIBUTIONS

The Employer shall pay to the Trustee from time to time such amounts in cash or property acceptable to the Trustee as the Pension Committee and Employer shall determine to be necessary to provide the benefits under the Plan determined by the application of accepted actuarial methods and assumptions. The method of funding shall be consistent with Plan objectives.

ARTICLE V
MONTHLY RETIREMENT BENEFITS

5.1 MONTHLY RETIREMENT INCOME

Monthly Retirement Income payable under the terms of this Article shall be subject to the restrictions and limitations as specified in the Plan and shall be paid by the Trustee only by or at the direction of the Pension Committee. Neither the Employer, Pension Committee nor the Trustee shall be under any obligation to pay any Monthly Retirement Income other than from the Trust Fund.

5.2 THE BASIC FORM OF MONTHLY RETIREMENT INCOME AND ELECTION OF ALTERNATIVE FORMS

The basic form of Monthly Retirement Income shall be a monthly income commencing on the Participant's Early, Normal, or Late Retirement Date and continuing for Participant's lifetime thereafter. Prior to Participant's Early, Normal, or Late Retirement Date, the Participant may elect in a written application provided by the Pension Committee to receive Participant's Monthly Retirement Income in one of the alternative forms listed below. As of the Effective Date, such election shall not be filed more than ninety (90) days in advance of the Retirement Date selected, i.e., Early, Normal or Late Retirement Date. Each of the alternative forms shall be the Actuarial Equivalent of the Monthly Retirement Income payable under the basic form as determined and calculated at the Participant's Early, Normal or Late Retirement Date as specified in this Article V and shall commence as of the Member's Early, Normal, or Late Retirement Date as appropriate. The following alternative forms of payment shall be provided:

(a) A monthly income payable under the basic form, which shall be a level monthly annuity for the life of the Participant.

(b) A reduced monthly income payable for the Participant's lifetime with a guaranteed number of payments, as selected by the Participant, of either sixty (60), one hundred and twenty (120), or one hundred and eighty (180) with the remaining number of guaranteed payments to be payable to the Participant's designated Beneficiary upon the Participant's death prior to payment of all of the guaranteed number of payments.

(c) A reduced monthly income payable for the lifetime of the Participant, and continuing thereafter, in a fractionally smaller amount if so selected by the Participant, to a survivor designated in writing by the Participant. Should the survivor named by the Participant die prior to the Participant's Early, Normal, or Late Retirement Date, the election shall be void and the Monthly Retirement Income shall be paid under the basic form. Should the survivor die after the monthly income has commenced to the Participant, no alternative survivor can be named. The fractional amount that may be continued to a survivor shall be either fifty percent (50%) or one hundred percent (100%) of the reduced Monthly Retirement Income amount payable to the Participant.

(d) A monthly income payable for a guaranteed number of payments, as selected by the Participant, of either one hundred and twenty (120), one hundred and forty~~-~~-four (144), one hundred and eighty (180) or two hundred and forty (240) with the remaining number of guaranteed payments to be payable to the Participant's designated Beneficiary upon the Participant's death prior to payment of all of the guaranteed number of payments, but with no lifetime guaranteed payment to the Participant.

(e) Entirely in the form of a "qualified" joint and survivor annuity which shall be a reduced monthly income payable for the lifetime of the Participant and continuing thereafter to the Participant's Spouse, in a fractionally smaller amount equal to either one-half (50%) or one hundred percent (100%) of the Participant's monthly payment, as selected by the Participant, for the lifetime of said Participant's Spouse.

~~(f)~~ Each Participant who is married and who is eligible to make an election under Section 5.2(e) shall be furnished, prior to making said election, a written explanation, in a manner calculated to be understood, of the terms and conditions of the "qualified" joint and survivor at annuity, as specifically applicable to said Participant and Participant's Spouse.

~~(g)~~(f) In the event that no election is effectively made, the manner of distribution shall be as provided in subsection (a). Notwithstanding the above, the event that (1) no election is effectively made, (2) the Participant is married on the date at which his Monthly Retirement Income is to commence and (3) said Participant had been married throughout the one-year period ending on the date at which his Monthly Retirement Income is to commence, the manner of distribution shall be as provided in Section 5.2(e).

~~(h)~~(g) For purposes of Section 5.2(e) the term "Spouse" shall mean the Participant's spouse on whichever of the following dates is applicable: (1) the date when Participant affirmatively made an election under this Section 5.2 or (2) the date when the residual clause of paragraph (g) became operative.

5.3 WHEN A PARTICIPANT LIVES TO PARTICIPANT'S NORMAL RETIREMENT DATE~~.~~

When a Participant lives to Participant's Normal Retirement Date, Participant shall be entitled to retire and to receive a Monthly Retirement Income in an amount calculated by the Actuary and certified to the Trustee by the Pension Committee. The amount of the Participant's Monthly Retirement Income under the basic form and payable on Participant's Normal Retirement Date shall be equal to two and one-half percent (2~~-1/2~~ ½ %) of the Participant's Average Monthly Compensation multiplied by Participant's years of Credited Service up to twenty (20) years plus one percent (1%) multiplied by Participant's years of Credited Service in excess of twenty (20) but not in excess of thirty-five (35).

Unless payments of Monthly Retirement Income have commenced earlier, Monthly Retirement Income shall commence to a Participant who has terminated employment from the Employer on the first day of the month following his or her Normal Retirement Date. In the absence of an election to the contrary, Monthly Retirement Income shall be payable in the form specified in Section 5.2(a) if the Participant is unmarried or Section 5.2(e) if the Participant is married, in the fifty percent (50~~%~~%) form.

5.4 LATE RETIREMENT

If a Participant remains in the employ of the Employer after Participant's Normal Retirement Date, no Monthly Retirement Income shall be paid until the Participant's Late Retirement Date. At the Participant's actual retirement on Participant's Late Retirement Date, the Participant shall be entitled to the greater of the Actuarial Equivalent of the benefit Participant would have received at Participant's Normal Retirement Date or the benefit determined in Section 5.3 using the Participant's Credited Service and Average Monthly Compensation determined as of the Participant's Late Retirement Date. In such event, no retirement benefit will be paid to the Participant until Participant actually retires.

5.5 EARLY RETIREMENT BENEFITS

At the request of the Employer or upon the written application of the Participant, a Participant whose attained age is at least fifty (50) and who has completed fifteen (15) years or more of Credited Service may retire as of an Early Retirement Date. Commencing with Participant's Early Retirement Date, such Member shall be entitled to a reduced Monthly Retirement Income which shall be equal to Participant's Accrued Benefit as of Participant's Early Retirement Date, reduced by five-twelfths of one percent (5/12%) for each month by which Participant's Early Retirement Date precedes Participant's Normal Retirement Date.

5.6 PAYMENT OF BENEFITS

Unless the Participant otherwise elects, any payment of benefits to the Participant shall begin not later than sixty (60) days after the latest of (i), (ii), and (iii):

(i) the Participant's Normal Retirement Date;

(ii) the tenth (10th) Participation Date after the Employee became a Participant;

(iii) and termination of employment of the Participant.

5.7 BENEFIT FORMS

Each Participant entitled to receive benefits under this Article V shall complete such forms and furnish such proof as shall be required by the Pension Committee.

5.8 CODE SECTION 415 LIMITATIONS

For purposes of this Article, effective with the first day of the first "limitation year" beginning after December 31, 1994, "annual benefit" means the benefit payable annually under the terms of the Plan (exclusive of any benefit not required to be considered for purposes of applying the limitations of Code Section 415 to the Plan) payable in the form of a straight life annuity with no ancillary benefits. If the benefit under the Plan is payable in any other form, the "annual benefit" shall be adjusted to the equivalent of a straight life annuity in a manner consistent with regulations issued pursuant to Code Section 415 and in a manner designed to produce the maximum possible Participant benefit. Benefit increases resulting from the increase in the limitations of Code Section 415(b), as specified in Code Section 415(d), will be provided to all Employees participating in the Plan who have one (1) hour of service on or after the first day of the first "limitation year" ending after December 31, 2001.

5.9 MAXIMUM ANNUAL BENEFIT

(a) Notwithstanding the foregoing and subject to the exceptions below, the maximum "annual benefit" payable to a Participant under this Plan in any "limitation year" shall equal the lesser of: (1) ~~$90,000~~Ninety Thousand and No/100 Dollars ($90,000.00) payable as a straight life annuity, or (2) one hundred percent (100%) of the Participant's "415 Compensation" averaged over the three (3) consecutive "limitation years" (or actual number of "limitation years" for Employees who have been employed for less than three (3) consecutive "limitation years") during which the Employee had the greatest aggregate "415 Compensation" from the Employer. As of the Effective Date of this Plan, the foregoing limitation at Section 5.9(a)(2) shall no longer apply.

The foregoing limitations as adjusted under Code Section 415(d) will apply to "limitation years" ending with or within the calendar year for which the adjustment applies. In the case of a Participant who has had a severance from employment with the Employer, the defined benefit dollar limitation of Section 5.9(a)(1) and the compensation limitation of Section 5.9(a)(2) applicable to the Participant in any "limitation year" beginning after the date of severance shall be automatically adjusted under Code Section 415(d).

(b) For purposes of applying the limitations of Code Section 415, the “limitation year” shall be the Plan Year. All qualified plans maintained by the Employer must use the same “limitation year.” If the “limitation year” is amended to a different twelve (12) consecutive month period, the new “limitation year” must begin on a date within the “limitation year” in which the amendment is made.

(c) Notwithstanding anything in this Article to the contrary, if the Plan was in existence on May 6, 1986, and had complied at all times with the requirements of Code Section 415, the maximum “annual benefit” for any individual who is a Participant as of the first day of the “limitation year” beginning after December 31, 1986, shall not be less than the “current accrued benefit.” “Current accrued benefit” shall mean a Participant’s Accrued Benefit under the Plan; determined as if the Participant had separated from service as of the close of the last “limitation year” beginning before January 1, 1987, when expressed as an annual benefit within the meaning of Code Section 415(b)(2). In determining the amount of a Participant’s “current accrued benefit,” the following shall be disregarded: (1) any change in the terms and conditions of the Plan after May 5, 1986; and (2) any cost of living adjustment occurring after May 5, 1986. Furthermore, the application of the provisions of this Article shall not cause the maximum permissible benefit for any Participant to be less than the greater of (1) the “annual benefit” under the preceding paragraph or (2) the Participant’s accrued benefit under all the defined benefit plans of the Employer or a predecessor employer as of the end of the last “limitation year” beginning before July 1, 2007 under provisions of the plans that were both adopted and in effect before April 5, 2007.

~~(d) .~~

(d) [Reserved]

(e) If the Participant has fewer than ten (10) years of participation in the Plan, the defined benefit dollar limitation specified in Section 5.9(a) above, shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of participation in the Plan and (ii) the denominator of which is ten (10~~.~~). In the case of a Participant who has fewer than ten (10) years of service with the employer, the defined benefit compensation limitation shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of service with the employer and (ii) the denominator of which is ten (10~~.~~).

(f) For the purpose of this Article, all qualified defined benefit plans (whether terminated or not) ever maintained by the Employer shall be treated as one (1) defined benefit plan. If a Participant is, or has ever been, a participant in more than one (1) defined benefit plan maintained by the Employer, the sum of the

Participant's "annual benefits" from all such plans may not exceed the maximum "annual benefit" of this Section 5.9. Where the Participant's Employer-provided benefits under all defined benefit plans ever maintained by the Employer (determined as of the same age) would exceed the maximum "annual benefit" applicable at that age, the Employer will reduce the rate of accrual in this Plan to the extent necessary so that the total "annual benefit" payable at any time under such plans will not exceed the maximum "annual benefit."

(g) For the purpose of this Article, if the Employer is a member of a controlled group of corporations, trades or businesses under common control (as defined by Code Section 1563(a) or Code Section 414(b) and (c) as modified by Code Section 415(h)) or is a member of an affiliated service group (as defined by Code Section 414(m)), all Employees of such Employers shall be considered to be employed by a single Employer.

(h) For the purpose of this Article, if this Plan is a Code Section 413(c) plan, each Employer who maintains this Plan will be considered to be a single Employer.

(i) Notwithstanding anything contained in this Article to the contrary, the limitations, adjustments and other requirements prescribed in this Article shall at all times comply with the provisions of Code Section 415 and the Regulations thereunder. Further, the provisions of this Article will be applied, and interpreted, in a manner to result in the greatest possible maximum benefit applicable to any Participant that would result by applying the most favorable (to the Participant) interpretation of Code Section 415 and the Regulations thereunder, as is permissible under law.

5.10 ADJUSTMENTS OF ANNUAL BENEFIT AND LIMITATIONS

(a) If the "annual benefit" begins before the Participant's Social Security Retirement Age, but on or after age sixty-two (62~~,~~), the ~~$~~Ninety Thousand and No/100 Dollars ($90,000.00) limitation shall be reduced by: (1) in the case of a Participant whose Social Security Retirement Age is sixty-five (65~~, 5/9~~), five ninths of ~~1%~~one percent (5/9%) for each month by which benefits commence before the month in which the Participant attains age sixty-five (65~~,~~), or (2) in the case of a Participant whose Social Security Retirement Age is greater than sixty-five (65~~, 5/9~~), five-ninths of ~~1%~~one percent (5/9%) for each of the first thirty-six (36) months and five-twelfths of one percent (5/12~~ of 1%~~%) for each additional month (up to twenty-four (24~~)~~)) by which benefits commence before the month in which the Participant attains Social Security Retirement Age. If the "annual benefit" begins before age sixty-two (62~~,~~), the ~~$~~Ninety Thousand and No/100 Dollars ($90,000.00) limitation shall be the actuarial equivalent of the Participant's limitation for benefits commencing at age sixty-two (62~~,~~), reduced for each month by which benefits commence before the month in which the~~,~~ Participant attains age sixty-two (62~~.~~).

Effective for limitation years commencing on or after July 1, 2002, if the benefit of a Participant begins prior to age sixty-two (62~~,~~), the defined benefit dollar limitation applicable to the Participant at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the actuarial equivalent of the defined benefit dollar limitation applicable to the Participant at age sixty-two (62) (adjusted under Section 5.10(a) above, if required). The defined benefit dollar limitation applicable at an age prior to age sixty-two (62) is determined as the lesser of (i) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using the applicable interest rate and mortality table and (ii) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a ~~5~~five percent (5%) interest rate and the applicable mortality table. Any decrease in the defined benefit dollar limitation determined in accordance with this paragraph shall not reflect a mortality decrement if benefits are not forfeited upon the death of the Participant. If any benefits are forfeited upon death, the full mortality decrement is taken into account.

Effective for Plan Years beginning on or after July 1, 1987, the adjustments required by this Section 5.10(a) shall not apply to any Participant that has at least fifteen (15) years of Credited Service considered under this Plan.

In order to determine actuarial equivalence for this purpose, the lesser of the equivalent amount computed using the Plan interest rate and Plan mortality table and the amount computed using five percent (5%) interest and the "Applicable Mortality Table" as described below shall be used. The mortality decrement shall be ignored to the extent that a forfeiture does not occur at death.

(b) If the "annual benefit" begins after the Participant's Social Security Retirement Age the ~~$~~Ninety Thousand and No/100 Dollars ($90,000.00) limitation shall be increased so that it is the actuarial equivalent of the ~~$~~Ninety Thousand and No/100 Dollars ($90,000.00) limitation at the Participant's Social Security Retirement Age. In order to determine actuarial equivalence for this purpose, the lesser of the equivalent amount computed using the Plan interest rate and Plan mortality table (or other tabular factor) used for actuarial equivalent for late retirement benefits under the Plan and the equivalent annual amount computed using five percent (5%) and the "Applicable Mortality Table" shall be used. The mortality decrement shall be ignored to the extent that a forfeiture does not occur at death.

Effective for limitation years commencing on or after July 1, 2002, if the benefit of a Participant begins after the Participant attains age sixty-five (65~~,~~), the defined benefit dollar limitation applicable to the Participant at the later age is the annual benefit payable in the form of a straight life annuity beginning at the later age that is actuarially equivalent to the defined benefit dollar limitation applicable to the Participant at age sixty-five (65) (adjusted under (1) above, if required). The actuarial equivalent of the defined benefit dollar limitation applicable at an age after age sixty-five (65) is determined as (i) the lesser of the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using the applicable interest rate and mortality table and (ii) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a ~~5~~five percent (5%) interest rate assumption and the applicable mortality table. For these purposes, mortality between age sixty-five (65) and the age at which benefits commence shall be ignored.

(c) For purposes of adjusting the "annual benefit" to a straight life annuity, the equivalent "annual benefit" shall be the greater of the equivalent "annual benefit" computed using the Plan interest rate and Plan mortality table (or other tabular factor) and the equivalent "annual benefit" computed using five percent (5%) interest rate assumption and the "Applicable Mortality Table." If the "annual benefit" is paid in a form other than a non-decreasing life annuity payable for a period not less than the life of a Participant or, in the case of a Pre-Retirement Survivor Annuity, the life of the surviving spouse, the "Applicable Interest Rate" shall be substituted for five percent (5%) in the preceding sentence. The Applicable Mortality Table used for purposes of adjusting any benefit or limitation under Code Section 415(b)(2)(B), (C), or (D) as set forth in the Plan and the Applicable Mortality Table used for purposes of satisfying the requirements of Code Section 417(e)(3)(B).

(d) For purposes of Sections 5.9 and 5.11(b), no adjustments under Code Section 415(d) shall be taken into account before the "limitation year" for which such adjustment first takes effect.

(e) For purposes of Section 5.9, no actuarial adjustment to the benefit is required for (1) the value of a qualified joint and survivor annuity, (2) benefits that are not directly related to retirement benefits (such as a qualified disability benefit, pre-retirement death benefits, and post-retirement medical benefits), aid (3) the value of post-retirement cost-of-living increases made in accordance with Code Section 415(d) and Regulation 1.415-3(c)(2)(iii). The "annual benefit" does not include any benefits attributable to Employee contributions or rollover contributions, or the assets transferred from a qualified plan that was not maintained by the Employer.

(f) For Plan Years beginning prior to July 1, 2000, benefits under this Plan will be limited as necessary to comply with the requirements of Code Section 415(e).

(g) Effective as of the first day of the first "limitation year" beginning on or after January 1, 2000 (the "effective date"), and notwithstanding any other provision of the Plan, the Accrued Benefit for any Participant shall be determined without applying the limitation of Code Section 415(e) as in effect on the day immediately prior to the "effective date."

(h) "415 Compensation" with respect to any Participant means such Participant's wages as defined in Code Section 3401(a) and all other payments of compensation by the Employer (~~m~~ in the course of the Employer's trade or business) for a Plan Year for which the Employer is required to furnish the Participant a written statement under Code Sections 6041(d), 6051(a)(3) and 6052. "415 Compensation" must be determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)).

For "limitation years" beginning after December 31, 1997, for purposes of this Section, the determination of "415 Compensation" shall include any elective deferral (as defined in Code Section 402(g)(3)), and any amount which is contributed or deferred by the Employer at the election of the Participant and which is not includible in the gross income of the Participant by reason of Code Sections 125, 132(f)(4) for "limitation years" beginning after December 31, 2000 or 457.

Effective for "limitation years" beginning on and after July 1, 2007, 415 Compensation shall be adjusted to include or exclude compensation paid following a Participant's termination from employment from the Employer as provided in Section 1.12(a) and in a manner consistent with regulations under Code Section 415.

5.11 DIRECT ROLLOVER

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a "distributee's" election under this Section, a "distributee" may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an "eligible rollover distribution" that is equal to at least ~~$500~~Five Hundred and No/100 Dollars ($500.00) paid directly to an "eligible retirement plan" specified by the "distributee" in a "direct rollover."

(b) For purposes of this Section the following definitions shall apply:

(1) An "eligible rollover distribution" is any distribution of all or any portion of the balance to the credit of the "distributee," except that an "eligible rollover distribution" does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the "distributee" or the joint lives (or joint life expectancies) of the "distributee" and the

“distributee’s” designated beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); the portion of any other distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); any hardship distribution described in Code Section 401(k)(2)(B)(i)(IV) made after December 31, 1999; and any other distribution that is reasonably expected to total less than ~~$~~Two Hundred and No/100 Dollars ($200.00) during a year.

(2) An “eligible retirement plan” is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), or a qualified trust described in Code Section 401(a), that accepts the “distributee’s~~)~~”) “eligible rollover distribution,” and, effective January 1, 2001, an eligible deferred compensation plan described in Code Section 457(b) which is maintained by an eligible employer described in Code Section 457(e)(1)(A), and an annuity contract described in Code Section 403(b), that accepts the distributee’s eligible rollover distribution and effective January 1, 2001, the definition of “eligible retirement plan” shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p). Effective on or after January 1, 2007, in the case of “distributee” who is a non-Spouse designated Beneficiary, a direct rollover may be made only to an individual retirement account described in Code Section 408(a) or annuity described in Code Section 408(b) (“IRA”) that is established on behalf of the designated Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11). However, in the case of an “eligible rollover distribution” to the surviving spouse, an “eligible retirement plan” is an individual retirement account or individual retirement annuity.

(3) A “distributee” includes an Employee or former Employee. In addition, the Employee’s or former Employee’s surviving spouse and the Employee’s or former Employee’s spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p), are “distributees” with regard to the interest of the spouse or former spouse. Also, a distributee includes the Participant’s non-spouse designated beneficiary under Section 1.8.

(4) A “direct rollover” is a payment by the Plan to the “eligible retirement plan” specified by the “distributee.”

(c) **Participant ~~n~~Notice.** A Participant entitled to an eligible rollover distribution must receive a written explanation of the right to a direct rollover, the tax consequences of not making a direct rollover, and, if applicable, any available special income tax elections. The direct rollover notice must be provided to all Participants, unless the total amount the Participant will receive as a distribution during the calendar year is expected to be less than ~~$200.~~Two Hundred and No/100 Dollars ($200.00).

5.12 PAYMENT OF QUALIFIED HEALTH INSURANCE PREMIUMS

(a) Effective January 1, 2016, a Participant who is (or was) an Eligible Employee and a public safety officer (as defined under Section 1204(9)(A) of the Omnibus Crime and Control Act of 1968, 42 U.S.C. §3796b(9)(A)), and who has elected to receive payment of Monthly Retirement Income pursuant to this Article V, may further elect to have all or a portion of such Monthly Retirement Income paid directly from the Plan for payment of Qualified Health Insurance Premiums provided that the conditions described in paragraphs (1) through (8) are satisfied.

(1) **Form of Distribution.** For a Participant to elect application of this Section 5.12, the Participant must (i) have terminated employment from the Employer as a public safety officer by reason of disability (i.e. unable to perform the essential functions of his or her position by reason of illness or injury, as determined by the Pension Committee) or upon having retired at or after his or her Normal Retirement Date, (ii) have elected to receive payment of a Monthly Retirement Income pursuant to this Article V, and (iii) is actually eligible to receive payment of his or her Accrued Benefit in monthly payments.

(2) **Distribution Taxability.** The distribution to be received from the Participant otherwise would be subject to inclusion in taxable income pursuant to Code Section 72.

(3) **Direct Payment.** The payment of Qualified Health Insurance Premiums must be made directly to the provider of the Qualified Health Insurance by deduction from the Participant's monthly retirement benefit paid from this Plan.

(4) **Premium Payee.** Except when the payment of Qualified Health Insurance Premiums is made directly to, or for, an accident or health plan provided by the Employer or employer of the spouse of a Participant, the payee of Qualified Health Insurance Premiums must be an insurance company regulated by state of the United States, which may include any managed care organization that is treated as being insurance.

(5) **Maximum Amount.** Payment of Qualified Health Insurance Premiums from the Plan for the Participant or the Participant's spouse or dependent during each taxable year of the Participant will be limited per each Participant who was a public service officer to the least of: (i) the amount elected by the Participant to be distributed by the Plan on behalf of the Participant for payment of such Premiums, (ii) Three Thousand and No/100 Dollars ($3,000.00) or (iii) the amount payable to the Participant under Article V during such period.

(6) **Deduction Election.** An eligible Participant may elect once per year, pursuant to this Section 5.12 (a) either to (i) have Qualified Health Insurance Premiums paid from his or her Monthly Retirement Income or (ii) terminate such election. The election must be made in the form provided by the Committee and communicated to the Committee no less than thirty (30) days prior to the first day of the month on which the election is to be effective.

(7) **Other Plan Payments.** Any Participant who is otherwise eligible to make an election under this Section for any Plan Year for which Qualified Health Insurance Premiums are being paid on Participant's behalf from any other eligible retirement plan under Code Section 402(l)(4)(A) (including a governmental plan that the Employer does not sponsor), shall not be eligible to make an election under this Section 5.12 (a).

(8) **Payment Termination.** Direct payment from the Plan of Qualified Health Insurance Premiums for a Participant shall terminate immediately upon the earlier of (i) the Participant's death, (ii) termination of the election to have distributions paid for Qualified Health Insurance Premiums, (iii) cancellation of the applicable policy of health or long term care insurance or (iv) termination of payments to exhaustion of the balance of the Participant's Account.

ARTICLE VI
OTHER BENEFITS

6.1 TERMINATION OF EMPLOYMENT BEFORE RETIREMENT

When the employment of a Participant by the Employer shall be terminated~~ for any~~, either voluntarily or involuntarily, or if a Participant ceases to be an Eligible Employee, such Participant shall cease to further accrue any Monthly Retirement Income or Accrued Benefits under this Plan. Subject to all other limitations and restrictions of this Plan, a Participant who has completed five (5) years or more of Credited Service with the Employer shall be entitled at Participant's Normal Retirement Date to receive a Monthly Retirement Income equal to a percentage, based on the following table, of Participant's Accrued Benefit at Participant's date of termination.

FULL YEARS OF CREDITED SERVICE		PERCENTAGE OF ACCRUED BENEFIT
5	**Years but less than 6**	**30%**
6	**Years but less than 7**	**40%**
7	**Years but less than 8**	**50%**
8	**Years but less than 9**	**60%**
9	**Years but less than 10**	**80%**
10	**Years but less than 11**	**100%**

In lieu of the Monthly Retirement Income payable at Normal Retirement Date provided above, a terminated Member who has completed fifteen (15) years or more of Service shall be entitled at any time after Participant reaches attained age fifty-five (55) to elect the immediate commencement of benefits hereunder. Commencing on the first day of the month coincident with or, otherwise, immediately following such date, the Terminated Participant shall be entitled to a reduced Monthly Retirement Income which shall be equal to Participant's Accrued Benefit as of Participant's date of termination, reduced by five-twelfths of one percent (5/12%) for each month by which the commencement date of Participant's benefits under this Section 6.1 precedes Participant's Normal Retirement Date multiplied by the vested percentage determined from the above table based upon the Terminated Participant's Years of Credited Service as of Participant's termination date.

If a Terminated Participant has a Vested Accrued Benefit, such Participant may elect to receive his or her Accrued Benefit in the form of a lump sum cash payment in lieu of any other Plan benefits if the Actuarial Equivalent of the basic form of such Participant's Monthly Retirement Income is not more than Fifteen Thousand and No/100 Dollars ($15,000.00). Such election may be made at any time on or after such Participant's termination of employment, shall be in writing (on a form prescribed by the Pension Committee) and shall be irrevocable.

If a Terminated Participant has been credited with less than five (5) Years of Credited Service, Participant shall be entitled to receive the amount credited to Participant's Contribution Account as of Participant's termination date.

If a Terminated Participant has been credited with at least five (5) Years of Credited Service, Participant may elect to receive the amount of Participant's Contribution Account as of Participant's termination date. Such election shall be in writing (on a form prescribed by the Pension Committee) within sixty (60) days after Participant's termination and shall be irrevocable. If such a Terminated Participant elects to receive Participant's Contribution Account, any benefits otherwise payable under this Plan shall be reduced by the Actuarial Equivalent of the Contribution Account payment made hereunder.

Subject to the provisions of this Section and Section 5.2, at any time prior to the commencement of Participant's benefits, the Terminated Participant may elect to receive Participant's benefits in an Actuarial Equivalent alternate form.

If a Terminated Participant dies prior to the commencement of Participant's benefits hereunder, Participant's Beneficiary shall be entitled to receive the amount credited to Participant's Contribution Account as of Participant's date of death.

All annuity Contracts under this Plan shall be non-transferrable when distributed. Furthermore, the terms of any annuity Contract purchased and distributed to a Participant or spouse shall comply with all of the requirements of the Plan.

6.2 DEATH BENEFITS

If a Participant should die ~~after December 31~~, a Death Benefit shall be payable as hereinafter provided.

(a) If an active Participant should die before reaching attained age fifty (50) and being credited with fifteen (15) Years of Service, Participant's Beneficiary shall be entitled to receive the greater of the amount credited to Participant's Contribution Account as of Participant's date of death or Participant's Accrued Benefit.

Effective January 1, 2004, if an active Participant should die before reaching attained age fifty (50) and being credited with fifteen (15) Years of Credited Service, Participant's surviving Spouse shall be entitled to a Death Benefit if the Participant has at least five (5) Years of Credited Service. Such Death Benefit shall be paid monthly and shall start on the first day of any month after the month in which occurs the Participant's death, as the surviving Spouse shall select (but not earlier than the Participant's earliest retirement age based on the Participant's

Years of Service at death nor later than Participant's Normal Retirement Date). The amount of the monthly Death Benefit will be the benefit that would have been payable to the Participant if Participant had (i) Terminated Participant's employment with the Employer on the date of Participant's death, (ii) survived to Participant's Early Retirement Date (as selected by the surviving Spouse) and (iii) elected to receive Participant's benefit in accordance with Section 5.2(e) with a one hundred percent (100~~%~~%) surviving Spouse continuation. If the deceased active Participant is not survived by a Spouse, Participant's Beneficiary shall be entitled to receive the amount credited to Participant's Contribution Account as of Participant's date of death, payable in a single sum.

(b) If a Participant whose benefits are being deferred should die, in either event (i) after reaching Attained Age fifty (50) and after being credited with fifteen (15) Years of Credited Service or more, and (ii) before Participant's Normal Retirement Date, Participant's Spouse shall be entitled to a Death Benefit. Such Death Benefit shall be a monthly income, payable for the life of the Spouse, beginning on the first day of the month coincident with or immediately following the death of the Participant, equal to the benefit that would have been payable to such Spouse if the Participant had retired pursuant to Section 5.5 or Section 5.6 (whichever is applicable) on the first day of the month Coincident with or immediately following Participant's date of death and elected immediate benefits payable in accordance with Section 5.2(e). If the deceased active Participant (or Disabled Participant whose benefits are being deferred) is not survived by a Spouse, Participant's Beneficiary shall be entitled to receive the amount credited to Participant's Contribution Account as of Participant's date of death, payable in a single sum.

(c) If a Participant should die, after Participant's Normal Retirement Date, but before Participant's Late Retirement Date, Participant's Spouse shall be entitled to a Death Benefit. Such Benefit shall be monthly income, payable for the life of the Spouse, beginning on the first day of the month coincident with or immediately following the death of the Participant, equal to the benefit that would have been payable to such Spouse, if the Participant had retired pursuant to Section 5.4 on the first day of the month coincident with or immediately following Participant's date of death and elected immediate benefits payable in accordance with Section 5.2(e). If the deceased active Participant is not survived by a Spouse, Participant's Beneficiary shall be entitled to receive the amount credited to Participant's Contribution Account as of Participant's date of death, payable in a single sum.

(d) When a Retired Participant who is receiving benefits hereunder shall die, Participant's Beneficiary shall be entitled to any benefits due under the basic or elected alternate form of payment of Participant's Monthly Retirement Income. Should the period of guaranteed payments be exhausted at the death of the Retired Participant, no Death Benefits shall be payable. If a Death Benefit is payable, the Pension Committee may, in its discretion, elect to pay the Beneficiary the Actuarial Value of the outstanding benefits in a single sum.

(e) If a Death Benefit (other than a Death Benefit for a Spouse) is payable under this Article VI, and the designated Beneficiary has pre-deceased the deceased Participant, the Death Benefit shall be paid to the Contingent Beneficiary. If neither the Beneficiary nor the contingent Beneficiary is living at the time of the death of the Participant, the Pension Committee shall direct the Trustee to pay the Death Benefit in a single sum to the estate of the deceased Participant. If the Beneficiary or contingent Beneficiary is living at the death of the Participant, but such person dies prior to receiving the entire Death Benefit, the remaining portion of such Death Benefit shall be paid in a single sum to the estate of such deceased Beneficiary or contingent Beneficiary.

(f) Notwithstanding any other provision of this Plan to the contrary, in no event shall the amount paid to and/or on behalf of a Participant be less than the amount of Participant’s contribution Account as of the earlier of Participant’s date of death or the date of the commencement of Participant’s benefits under this Plan. If, at the time of the death of a Participant, Retired Participant, Disabled Participant, Spouse or Beneficiary, the benefits paid hereunder are less than the amount of Participant’s Contribution Account, as of the date of the commencement of Participant’s benefits, the excess of such amount over the benefits paid shall constitute a Death Benefit payable in accordance with this Article VI.

6.3 QUALIFIED DOMESTIC RELATIONS ORDER DISTRIBUTION

All rights and benefits, including elections, provided to a Participant in this Plan shall be subject to the rights afforded to any “alternate payee” under a “qualified domestic relations order.” Furthermore, a distribution to an “alternate payee” shall be permitted if such distribution is authorized by a “qualified domestic relations order,” even if the affected Participant has not separated from service and has not reached the Earliest Retirement Age. For the purposes of this Section, “alternate payee” and “qualified domestic relations order” shall have the meaning set forth under Code Section 414(p). The Committee shall develop such procedures as determined appropriate pursuant to Section 11.2(b).

To the extent that the Plan incurs any expense (such as attorney’s, actuarial or other fees) in order to determine whether a domestic relations order is qualified, to analyze how the order shall be applied or to otherwise administer the order, such fees shall be assessed against and paid from the Participant’s and alternate payee’s benefit in such manner as the Committee may determine.

6.4 UNCLAIMED BENEFITS

In the event that all, or any portion, of the distribution payable to a Participant or Beneficiary hereunder shall, at the Participant's attainment of Normal Retirement Age, remain unpaid solely by reason of the inability of the Administrator, after sending a registered letter, return receipt requested, to the last known address, and after further diligent effort, to ascertain the whereabouts of such Participant or Beneficiary, the amount so distributable shall be forfeited and shall be used to reduce the cost of the Plan. Notwithstanding the foregoing, if the value of a Participant's Vested benefit derived from Employer and Participant contributions does not exceed ~~$~~One Thousand and No/100 dollars ($1,000~~,~~.00), then the amount distributable may, in the sole discretion of the Administrator, be paid directly to an individual retirement account described in Code Section 408(a) or an individual retirement annuity described in Code Section 408(b) at the time it is determined that the whereabouts of the Participant or the Participant's Beneficiary cannot be ascertained. In the event a Participant or Beneficiary is located subsequent to the benefit being forfeited, such benefit shall be restored unadjusted for earnings or losses.

6.5 MINIMUM REQUIRED DISTRIBUTIONS

(a) **General Rules.** The Plan shall comply with the minimum distribution requirements Section 401(a)(9) of the Code and the regulations thereunder. Specifically, and effective January 1, 2020, or such later applicable date, the Plan shall comply with the rules promulgated under the Setting Every Community Up for Retirement Enhancement Act of 2019 (SECURE 1.0") and the SECURE 2.0 Act of 2022 ("SECURE 2.0"), together with the final regulations and proposed regulations promulgated by the Internal Revenue Service.

(b) **Prior Rules.**

(1) **Effective ~~d~~Date.** The remaining provisions of this Section 6.5 are effective January 1, 2004; however, except as otherwise provided herein, the provisions of this Section will first apply for purposes of determining required minimum distributions for calendar years beginning on and after January 1, 2006.

(2) **Requirements of Treasury Regulations ~~i~~Incorporated.** All distributions required under this Section shall be determined and made in accordance with Code Section 401(a)(9), including the incidental death benefit requirement in Code Section 401(a)(9)(G), and the Regulations thereunder. To the extent not inconsistent with the rules set forth in SECURE 1.0 or SECURE 2.0, the remaining provisions of this Section 6.5 shall apply. For purposes of any reference in this Section 6.5 to age seventy and one-half (70 ½), the following ages shall apply:

DATE OF BIRTH	APPLICABLE AGE
Before July 1, 1949	Age 70 ½
After June 30, 1949, and before 1951	Age 72
After 1950 and before 1960	Age 73
1960 or later	Age 75

(3) **Precedence.** Subject to the survivor annuity requirements of the Plan, the requirements of this Section shall take precedence over any inconsistent provisions of the Plan. Capitalized terms used in this Section that are not defined in Article I are defined in this Section 6.5

(4) **TEFRA Section 242(b)(2) eElections.**

(i) Notwithstanding the other provisions of this Section, other than this Section 6.5(a), distributions may be made on behalf of any Participant who has made a designation in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and in accordance with all of the following requirements (regardless of when such distributions commence):

(A) The distribution by the Plan is one which would not have disqualified such plan under Code Section 401(a)(9) as in effect prior to amendment by the Deficit Reduction Act of 1984.

(B) The distribution is in accordance with a method of distribution designated by the Participant whose interest in the Plan is being distributed or, if the Participant is deceased, by a beneficiary of such Participant.

(C) Such designation was in writing, was signed by the Participant or beneficiary, and was made before January 1, 1984.

(D) The Participant had accrued a benefit under the Plan as of December 31, 1983.

(E) The method of distribution designated by the Participant or the beneficiary specifies the time at which distribution will commence, the period over which distributions will be made, and in the case of any distribution upon the Participant's death, the beneficiaries of the Participant listed in order of priority.

(ii) A distribution upon death will not be covered by this transitional rule unless the information in the designation contains the required information described above with respect to the distributions to be made upon the death of the Participant.

(iii) For any distribution which commences before January 1, 1984, but continues after December 31, 1983, the Participant, or the beneficiary, to whom such distribution is being made, will be presumed to have designated the method of distribution under which the distribution is being made if the method of distribution was specified in writing and the distribution satisfies the requirements in (i)(A) and (i)(E) of this Subsection.

(iv) If a designation is revoked, any subsequent distribution must satisfy the requirements of Code Section 401(a)(9) and the Regulations thereunder. If a designation is revoked subsequent to the date distributions are required to begin, the Plan must distribute by the end of the calendar year following the calendar year in which the revocation occurs the total amount not yet distributed which would have been required to have been distributed to satisfy Code Section 401(a)(9) and the Regulations thereunder, but for the Section 242(b)(2) election. For calendar years beginning after December 31, 1988, such distributions must meet the minimum distribution incidental benefit requirements. Any changes in the designation will be considered to be a revocation of the designation. However, the mere substitution or addition of another beneficiary (one not named in the designation) under the designation will not be considered to be a revocation of the designation, so long as such substitution or addition does not alter the period over which distributions are to be made under the designation, directly or indirectly (for example, by altering the relevant measuring life).

(v) In the case in which an amount is transferred or rolled over from one plan to another plan, the rules in Regulation Section 1.401(a)(9)-8, Q&A-14 and Q&A-15, shall apply.

(c) ~~(b)~~ **Time and ~~m~~Manner of ~~d~~Distribution.**

(1) **Required ~~beginning date~~Beginning Date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's "Required Beginning Date."

(2) **Death of ~~participant before distributions begin.~~Participant Before Distributions Begin.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) **Life ~~expectancy rule~~Expectancy Rule, Spouse is ~~b~~Beneficiary.** If the Participant's surviving Spouse is the Participant's sole "Designated Beneficiary," then distributions to the surviving Spouse will begin by December 31st of the calendar year immediately following the calendar year in which the Participant died, or by December 31st of the calendar year in which the Participant would have attained age ~~70 1/2,~~seventy and one-half (70 ½), if later.

(ii) **Life ~~expectancy rule~~Expectancy Rule, Spouse is ~~not beneficiary~~Not Beneficiary.** If the Participant's surviving Spouse is not the Participant's sole "Designated Beneficiary," then distributions to the "Designated Beneficiary" will begin by December 31st of the calendar year immediately following the calendar year in which the Participant died.

(iii) **No ~~designated beneficiary~~Designated Beneficiary, 5-~~year rule~~Year Rule.** If there is no "Designated Beneficiary" as of September 30th of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31st of the calendar year containing the fifth (5th) anniversary of the Participant's death.

(iv) **Surviving Spouse ~~dies before distributions begin~~Dies Before Distributions Begin.** If the Participant's surviving Spouse is the Participant's sole "Designated Beneficiary" and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, then this Section 6.5, other than Section 6.5(1)(2), will apply as if the surviving Spouse were the Participant.

(3) **Form of ~~d~~Distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the "Required Beginning Date," as of the first "Distribution Calendar Year" distributions will be made in accordance with Sections 6.5. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Regulations thereunder.

(4) **Period of ~~d~~Distribution.**

(i) **Participant ~~s~~Survived by ~~designated beneficiary~~Designated Beneficiary and ~~life expectancy rule~~Life Expectancy Rule.** If the Participant dies before the date distribution of his or her interest begins and there is a "Designated Beneficiary," the Participant's entire interest will be distributed, beginning no later than the time described in Section 6.50(1)(2), over the life of the "Designated Beneficiary" or over a period certain not exceeding:

(A) Unless the Annuity Starting Date is before the first "Distribution Calendar Year," the "Life Expectancy" of the "Designated Beneficiary" determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(B) If the Annuity Starting Date is before the first Distribution Calendar Year, the "Life Expectancy" of the "Designated Beneficiary" determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the Annuity Starting Date.

(ii) **No ~~designated beneficiary~~Designated Beneficiary.** If the Participant dies before the date distributions begin and there is no "Designated Beneficiary" as of September 30th of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31st of the calendar year containing the fifth (5th) anniversary of the Participant's death.

(iii) **Death of ~~s~~Surviving Spouse ~~before distributions~~Before Distributions to ~~s~~Surviving Spouse ~~b~~Begin.** If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving Spouse is the Participant's sole "Designated Beneficiary," and the surviving Spouse dies before distributions to the surviving Spouse begin, this Section 6.5 will apply as if the surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 6.5(b)(2)(i).

~~(a)~~(d) **Determination of Amount to be Distributed Each Year.**

(1) **General ~~annuity requirements.~~Annuity Requirements.** A Participant who is required to begin payments as a result of attaining his or her "Required Beginning Date," whose interest has not been distributed in the form of an annuity purchased from an insurance company or in a single sum before such date, may receive such payments in the form of annuity payments under the Plan. Payments under such annuity must satisfy the following requirements:

(i) The annuity distributions will be paid in periodic payments made at intervals not longer than one (1) year;

(ii) The distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section 6.5(b);

(iii) Once payments have begun over a period certain, a Participant may elect a change in the period certain with associated modifications in the annuity payments provided the following conditions are satisfied:

(A) If, in a stream of annuity payments that otherwise satisfies Code Section 401(a)(9), a Participant elects to change the annuity payment period and the annuity payments are modified in association with that change, this modification will not cause the distributions to fail to satisfy Code Section 401(a)(9) provided the conditions set forth in Subsection (B) below are satisfied, and one of the following applies:

(1) The modification occurs at the time that the Participant retires or in connection with a Plan termination;

(2) The annuity payments prior to modification are annuity payments paid over a period certain without life contingencies; or

(3) The annuity payments after modification are paid under a qualified joint and survivor annuity over the joint lives of the Participant and a "Designated Beneficiary," the Participant's Spouse is the sole "Designated Beneficiary," and the modification

occurs in connection with the Participant becoming married to such Spouse.

(B) In order to modify a stream of annuity payments in accordance with this Subsection, all of the following conditions must be satisfied:

(1) The future payments under the modified stream satisfy Code Section 401(a)(9) and this Section (determined by treating the date of the change as a new Annuity Starting Date and the actuarial present value of the remaining payments prior to modification as the entire interest of the Participant);

(2) For purposes of Code Sections 415 and 417, the modification is treated as a new Annuity Starting Date;

(3) After taking into account the modification, the annuity stream satisfies Code Section 415 (determined at the original Annuity Starting Date, using the interest rates and mortality tables applicable to such date); and

(4) The end point of the period certain, if any, for any modified payment period is not later than the end point available under Code Section 401(a)(9) to the Participant at the original Annuity Starting Date.

(iv) Payments will either be nonincreasing or increase only to the extent permitted by one of the following conditions:

(A) By an annual percentage increase that does not exceed the annual percentage increase in an "Eligible Cost-of-Living Index" for a twelve month (12-month) period ending in the year during which the increase occurs or the prior year;

(B) By a percentage increase that occurs at specified times (e.g., at specified ages) and does not exceed the cumulative total of annual percentage increases in an "Eligible Cost-of-Living Index" since the Annuity Starting Date, or if later, the date of the most recent percentage increase. In cases providing such a cumulative increase, an actuarial increase may not be provided to reflect the fact that increases were not provided in the interim years;

(C) To the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in Section 6.5 dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p);

(D) To allow a beneficiary to convert the survivor portion of a joint and survivor annuity into a single sum distribution upon the Participant's death;

(E) To pay increased benefits that result from a Plan amendment or other increase in the Participant's Accrued Benefit under the Plan;

(F) By a constant percentage, applied not less frequently than annually, at a rate that is less than five percent (5%) per year;

(G) To provide a final payment upon the death of the Participant that does not exceed the excess of the actuarial present value of the Participant's accrued benefit (within the meaning of Code Section 411(a)(7) calculated as of the Annuity Starting Date using the applicable interest rate and the applicable mortality table under Code Section 417(e) over the total of payments before the death of the Participant; or

(H) As a result of dividend or other payments that result from "Actuarial Gains," provided:

(1) Actuarial gain is measured not less frequently than annually;

(2) The resulting dividend or other payments are either paid no later than the year following the year for which the actuarial experience is measured or paid in the same form as the payment of the annuity over the remaining period of the annuity (beginning no

later than the year following the year for which the actuarial experience is measured);

(3) The “Actuarial Gain” taken into account is limited to “Actuarial Gain” from investment experience;

(4) The assumed interest rate used to calculate such “Actuarial Gains” is not less than three percent (3%); and

(5) The annuity payments are not also being increased by a constant percentage as described in Subsection (F) above.

(2) **Amount ~~r~~Required to be ~~d~~Distributed by ~~required beginning date~~Required Beginning Date.**

(i) In the case of a Participant whose interest in the Plan is being distributed as an annuity pursuant to Subsection (1) above, the amount that must be distributed on or before the Participant's "Required Beginning Date" (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 6.5) is the payment that is required for one (1) payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first "Distribution Calendar Year" will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's "Required Beginning Date."

(ii) In the case of a single sum distribution of a Participant's entire accrued benefit during a "Distribution Calendar Year," the amount that is the required minimum distribution for the "Distribution Calendar Year" (and thus not eligible for rollover under Code Section 402(c)) is determined under this paragraph. The portion of the single sum distribution that is a required minimum distribution is determined by treating the single sum distribution as a distribution from an individual account Plan and treating the amount of the single sum distribution as the Participant's account balance as of the end of the relevant valuation calendar year. If the single sum distribution is being made in the calendar year containing the "Required Beginning Date" and the required minimum distribution for the Participant's first "Distribution Calendar Year" has not been distributed, the portion of the single sum distribution that represents the required minimum distribution for the Participant's first and second "Distribution Calendar Year" is not eligible for rollover.

(3) **Additional ~~accruals after first distribution calendar year.~~Accruals After First Distribution Calendar Year.** Any additional benefits accruing to the Participant in a calendar year after the first "Distribution Calendar Year" will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues. Notwithstanding the preceding, the Plan will not fail to

satisfy the requirements of this paragraph and Code Section 401(a)(9) merely because there is an administrative delay in the commencement of the distribution of the additional benefits accrued in a calendar year, provided that the actual payment of such amount commences as soon as practicable. However, payment must commence no later than the end of the first calendar year following the calendar year in which the additional benefit accrues, and the total amount paid during such first calendar year must be no less than the total amount that was required to be paid during that year under this paragraph.

(4) **Death ~~after distributions begin.~~After Distributions Begin.** If a Participant dies after distribution of the Participant's interest begins in the form of an annuity meeting the requirements of this Section, then the remaining portion of the Participant's interest will continue to be distributed over the remaining period over which distributions commenced.

~~(a)~~(e) **Annuity ~~d~~Distributions that ~~commence during participant's lifetime~~Commence During Participant's Lifetime.**

(1) **Joint ~~life annuities where~~Life Annuities Where the Beneficiary is the Participant's Spouse.** If distributions commence under a distribution option that is in the form of a joint and survivor annuity for the joint lives of the Participant and the Participant's Spouse, the minimum distribution incidental benefit requirement will not be satisfied as of the date distributions commence unless, under the distribution option, the periodic annuity payment payable to the survivor does not at any time on and after the Participant's "Required Beginning Date" exceed the annuity payable to the Participant. In the case of an annuity that provides for increasing payments, the requirement of this Paragraph will not be violated merely because benefit payments to the beneficiary increase, provided the increase is determined in the same manner for the Participant and the beneficiary. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and the Participant's Spouse and a period certain annuity, the preceding requirements will apply to annuity payments to be made to the "Designated Beneficiary" after the expiration of the period certain.

(2) **Joint ~~life annuities where~~Life Annuities Where the Beneficiary is ~~n~~Not the Participant's Spouse.** If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a beneficiary other than the Participant's Spouse, the minimum distribution incidental benefit requirement will not be satisfied as of the date distributions commence unless under the distribution option, the annuity payments to be made on and after the Participant's "Required

Beginning Date" will satisfy the conditions of this Paragraph. The periodic annuity payment payable to the survivor must not at any time on and after the Participant's "Required Beginning Date" exceed the applicable percentage of the annuity payment payable to the Participant using the table set forth in Q&A-2(c)(2) of Section 1.401(a)(9)-6 of the Regulations. The applicable percentage is based on the adjusted Participant/beneficiary age difference. The adjusted Participant/beneficiary age difference is determined by first calculating the excess of the age of the Participant over the age of the beneficiary based on their ages on their birthdays in a calendar year. If the Participant is younger than age seventy (70) the age difference determined in the previous sentence is reduced by the number of years that the Participant is younger than age seventy (70) on the Participant's birthday in the calendar year that contains the Annuity Starting Date. In the case of an annuity that provides for increasing payments, the requirement of this Paragraph will not be violated merely because benefit payments to the beneficiary increase, provided the increase is determined in the same manner for the Participant and the beneficiary. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary and a period certain annuity, the preceding requirements will apply to annuity payments to be made to the "Designated Beneficiary" after the expiration of the period certain.

(3) **Period ~~certain annuities.~~Certain Annuities.** Unless the Participant's Spouse is the sole "Designated Beneficiary" and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Regulation Section 1.401(a)(9)-9 for the calendar year that contains the Annuity Starting Date. If the Annuity Starting Date precedes the year in which the Participant reaches age seventy (70~~,~~), the applicable distribution period for the Participant is the distribution period for age seventy (70) under the Uniform Lifetime Table set forth in Regulation Section 1.401(a)(9)-9 plus the excess of seventy (70) over the age of the Participant as of the Participant's birthday in the year that contains the Annuity Starting Date. If the Participant's Spouse is the Participant's sole "Designated Beneficiary" and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section 6.5, or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in Regulation Section 1.401(a)(9)-9, using the Participant's and Spouse's attained ages as of the Participant's and

Spouse's birthdays in the calendar year that contains the Annuity Starting Date.

~~(a)~~(f) **Definitions**

(1) **Actuarial Gain.** "Actuarial Gain" means the difference between an amount determined using the actuarial assumptions (i.e., investment return, mortality, expense, and other similar assumptions) used to calculate the initial payments before adjustment for any increases and the amount determined under the actual experience with respect to those factors. Actuarial Gain also includes differences between the amount determined using actuarial assumptions when an annuity was purchased or commenced and such amount determined using actuarial assumptions used in calculating payments at the time the Actuarial Gain is determined.

(2) **Designated Beneficiary.** "Designated Beneficiary" means the individual who is designated as the Beneficiary under the Plan and is the designated beneficiary under Code Section 401(a)(9) and Regulation Section 1.401(a)(9)-4.

(3) **Distribution Calendar Year.** "Distribution Calendar Year" means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's "Required Beginning Date." For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin pursuant to Section 6.5.

(4) **Eligible Cost-of-Living Index.** An "Eligible Cost-of-Living Index" means an index described below:

(i) A consumer price index that is based on prices of all items (or all items excluding food and energy) and issued by the Bureau of Labor Statistics, including an index for a specific population (such as urban consumers or urban wage earners and clerical workers) and an index for a geographic area or areas (such as a given metropolitan area or state); or

(ii) A percentage adjustment based on a cost-of-living index described in Subsection (i) above, or a fixed percentage, if less. In any year when the cost-of-living index is lower than the fixed percentage, the fixed percentage may be treated as an increase in an Eligible Cost-of-Living Index, provided it does not exceed the sum of:

(A) The cost-of-living index for that year, and

(B) The accumulated excess of the annual cost-of-living index from each prior year over the fixed annual percentage used in that year (reduced by any amount previously utilized under this Subsection (ii)).

(5) **Life Expectancy.** "Life Expectancy" means the life expectancy as computed by use of the Single Life Table in Regulation Section 1.401(a)(9)-9, Q&A-1.

(6) **Required Beginning Date.** "Required Beginning Date" means the April 1st of the calendar year following the calendar year in which the Participant attains age ~~70 ½.~~seventy and one-half (70 ½).

(i) Any Participant attaining age seventy and one-half (70 ~~1/2~~½) in years after 1995 may elect by the April 1st of the calendar year following the year in which the Participant attained age seventy and one-half (70 ~~1/2~~½) (or by December 31, 1997 in the case of a Participant attaining age seventy and one-half (70 ~~1/2~~½) in 1996), to defer distributions until the calendar year following the calendar year in which the Participant retires.

Notwithstanding the foregoing, the "pre-retirement age seventy and one-half (70 ~~1/2~~½) distribution option" is only eliminated with respect to Participants who reach age seventy and one-half (70 ~~1/2~~½) in or after a calendar year that begins after the later of December 31, 1998, or the adoption date of an amendment eliminating such distribution. The "pre-retirement age ~~70 1/2~~seventy and one-half (70 ½) distribution option" is an optional form of benefit under which benefits payable in a particular distribution form (including any modification that may be elected after benefit commencement) commence at a time during the period that begins on or after January 1st of the calendar year in which a Participant attains age ~~70 1/2~~seventy and one-half (70 ½) and ends April 1st of the immediately following calendar year.

(ii) Any Participant who is not a ~~"~~five ~~(5)~~ percent (5%) owner~~)~~ and who attains age seventy and one-half (70 ~~1/2~~½) before 1997, but did not retire from employment with the Employer before January 1, 1997, may elect to cease distributions, provided that:

(A) payments recommence to the Participant with the same Beneficiary and in a form of benefit that is the same but for the cessation of distribution,

(B) the individual who was the Participant's Spouse on the Annuity Starting Date executed a general consent within the meaning of Regulation 1.401(a)-20, A-31, or

(C) the individual who was the Participant's Spouse on the Annuity Starting Date executed a specific consent to waive a qualified joint and survivor annuity within the meaning of Regulation 1.401(a)-20, A-31, and the Participant is not married to that individual when benefits recommence.

However, in order to comply with this paragraph, consent of the individual who was the Participant's Spouse on the Annuity Starting Date is required prior to recommencement if the Participant chooses to recommence benefits either in a different form than the form in which they were being distributed prior to the cessation of distributions or with a different Beneficiary and if:

(I) the original form was a qualified joint and survivor annuity within the meaning of Code Section 417(b), or

(II) the individual who was the Participant's Spouse on the Annuity Starting Date originally executed a specific consent to waive a qualified joint and survivor annuity within the meaning of Regulation 1.401(a)-20, A-31, and the Participant is still married to that individual when benefits recommence.

Notwithstanding the above, the Annuity Starting Date upon recommencement of benefits shall be the Annuity Starting Date when benefits originally commenced pursuant to paragraph (i) above.

Except as provided below, the provisions of this Section will apply with respect to distributions under the Plan made for calendar years beginning on or after January 1, 2006.

ARTICLE VII
THE PENSION COMMITTEE

7.1 PENSION COMMITTEE

There is hereby created a Committee to be known as "Pension Committee." The Committee shall consist of seven (7) members consisting of the Mayor of the City of Carthage, the ex officio member, two (2) citizens of the City of Carthage to be appointed by the Mayor with the majority consent of the elected members of the Council, two (2) citizens of the City of Carthage to be elected by the Eligible Employee Participants of the Police Department, and two (2) citizens of the City of Carthage to be elected by the Eligible Employee Participants of the Fire Department. Appointed and elected members of the Board shall serve a term of two (2) years, commencing on the first day of July of each even numbered year; provided, however, that the members of the first Board shall serve until the first day of July, 1974, at which time, members of the Board shall be appointed and elected for a full two (2) year term. Elections by the Eligible Employee Participants of the Police and Fire Departments shall be held on the first Tuesday in June prior to the commencement of each term of office. Each Eligible Employee Participant of each Department shall be notified of such election at least one (1) week in advance of the date such election is to be held, giving the date, time and place of such election. Any vacancy of the elected membership shall be filled by the Department from which such vacancy occurs at an election by the members of the Department to be conducted as provided herein, on the call of the Pension Committee. Any elected Participant may be removed by a majority vote of the Eligible Employee Participants of the Department which elected Participant, and the Board shall call an election to vote upon such removal at the request of ten (10) Eligible Employee Participants in such Department.

The City Attorney shall be the legal advisor to the Pension Committee; provided, however, that the Committee shall have the authority to hire such additional counsel as it determines to be appropriate.

7.2 TERM

All members of the Pension Committee shall serve until their resignation or dismissal by the City Council or otherwise, and vacancies shall be filled in the same manner as the original appointments. The City Council may dismiss any member of the Pension Committee at any time with or without cause. No compensation shall be paid members of the Pension Committee from the Trust Fund for services on such Committee.

7.3 ADMINISTRATION

Subject to the limitations of the Plan, the Pension Committee shall from time to time establish rules for the administration of the Plan and transaction of its business. Without limiting the generality of the above sentence, it is specifically provided that the Pension

Committee shall set forth in writing available for inspection by any interested party, the procedures to be followed in presenting claims for benefits under the Plan. The records of the Employer, as certified to the Pension Committee, shall be conclusive with respect to any and all factual matters dealing with the employment of an Employee or Participant. The Pension Committee shall interpret the Plan and shall determine all questions arising in the administration, interpretation and application of the Plan, and all such determinations by the Pension Committee shall be conclusive and binding on all persons. Notwithstanding the above, in the event that the claim of any person to any payment or benefit under this Plan shall be denied, the Pension Committee shall as soon as is practical (i) notify the claimant in writing of the denial, setting forth the specific reasons for such denial in a manner calculated to be understood by the claimant, and setting forth a reasonable procedure whereby the claimant may request a full review of such denial; and (ii) afford a full and fair review of the decision denying the claim if the claimant requests such a review all as specified in Section 7.11.

7.4 MAJORITY

Every decision and action of the Pension Committee shall be valid if concurred in by a majority of the members then in office, which concurrence may be had without a formal meeting. The Pension Committee shall select a Secretary, who may or may not be a Participant of the Plan or a member of the Committee, and any other officers deemed necessary, and adopt rules governing its procedures not inconsistent herewith. The Pension Committee shall keep a permanent record of its meeting and actions.

7.5 POWERS, DUTIES AND RESPONSIBILITIES

(a) The primary responsibility of the Pension Committee is to administer the Plan for the exclusive benefit of the Participants and their Beneficiaries, subject to the specific terms of the Plan. The Pension Committee shall administer the Plan in accordance with its terms and shall have the power to determine all questions arising in connection with the administration, interpretation, and application of the Plan. Any such determination by the Pension Committee shall be conclusive and binding upon all persons. The Pension Committee may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of this Agreement; provided, however, that any procedure, discretionary act, interpretation or construction shall be done in a reasonably nondiscriminatory manner based upon uniform principles consistently applied to similarly situated persons and events. The Pension Committee shall have all powers necessary or appropriate to accomplish these duties under this Plan.

(b) The Committee may delegate to such other individuals and entities responsibility for operations of the Plan and to handle all aspects of Plan administration, either personally or through delegation to others. In this regard, the Committee, and those to whom such duties and authorities have been delegated, shall have the full authority and discretion to manage, administer and interpret the Plan in all respects, including, but not limited to, the following discretionary authorities.

(c) The Committee shall have full discretion to interpret the Plan in all respects including claims for coverage, eligibility and benefits, its interpretation in good faith to be final and conclusive.

(d) The Committee is authorized to appoint such agents, counsel, accountants, consultants and other persons as may be required to assist in administering the Plan.

7.6 DUTIES OF THE SECRETARY

The Secretary of the Pension Committee shall direct the Trustee in writing to make payments from the Trust Fund to Participants who qualify for such payments hereunder, as certified to it by the Actuary. Such written order to the Trustee shall specify the name of the Participant, Participant's address, Participant's Social Security number, and the amount and frequency of such payments.

7.7 APPOINTMENT OF ADVISORS

The Pension Committee, or the Trustee with the consent of the Employer, may appoint counsel, specialists, advisers, and other persons as the Pension Committee or the Trustee deems necessary or desirable in connection with the administration of this Plan.

7.8 INFORMATION FROM EMPLOYER

To enable the Pension Committee to perform its functions, the Employer shall supply full and timely information to the Pension Committee on all matters relating to the Compensation of all Participants, their Hours of Service, their Years of Service, their retirement, death, disability, or termination of employment, and such other pertinent facts as the Pension Committee may require; and the Pension Committee shall advise the Trustee of such of the foregoing facts as may be pertinent to the Trustee's duties under the Plan. The Pension Committee may rely upon such information as is supplied by the Employer and shall have no duty or responsibility to verify such information.

7.9 PAYMENT OF EXPENSES

Any expenses of administration may be paid out of the Trust Fund unless paid by the Employer. Such expenses shall include any expenses incident to the functioning of the Pension Committee, including but not limited to, fees of accountants, counsel, and other specialists and their agents, and other costs of administering the Plan. Until paid, the expenses shall constitute a liability of the Trust Fund. However, the Employer may reimburse the Trust Fund for any administration expense incurred. Any administration expense paid to the Trust Fund as a reimbursement shall not be considered as an Employer contribution.

7.10 CLAIMS PROCEDURE

Claims for benefits under the Plan may be filed with the Pension Committee on forms supplied by the Employer. Written notice of the disposition of a claim shall be furnished to the claimant within ninety (90) days after the application is filed. In the event the claim is denied, the reasons for the denial shall be specifically set forth in the notice in language calculated to be understood by the claimant, pertinent provisions of the Plan shall be cited, and where appropriate, an explanation as to how the claimant can perfect the claim will be provided. In addition, the claimant shall be furnished with an explanation of the Plan's claims review procedure.

7.11 CLAIMS REVIEW PROCEDURE AND LITIGATION OF CLAIMS

(a) Any Participant, Employee, former Employee, or Beneficiary of either, who has been denied a benefit by a decision of the Pension Committee pursuant to Section 7.3 shall be entitled to request the Pension Committee to give further consideration to such claim by filing with the Pension Committee a request for a hearing. Such request, together with a written statement of the reasons why the claimant believes such claim should be allowed along with all evidence and arguments that the claimant determines supports the claim, shall be filed with the Pension Committee no later than sixty (60) days after receipt of the written notification provided for in Section 7.10.

(b) The Pension Committee shall then conduct a hearing within the next sixty (60) days, at which the claimant may be represented by an attorney or any other representative of claimant's choosing and at which the claimant shall have an opportunity to submit written and oral evidence and arguments in support of such claim. At the hearing [or prior thereto upon five (5) business days written notice to the Pension Committee] the claimant or claimant's representative shall have an opportunity to review all documents in the possession of the Pension Committee which are pertinent to the claim at issue and its disallowance. Either the claimant or the Pension Committee may cause a court reporter to attend the hearing and record the proceedings. In such event, a complete written transcript of the proceedings shall be furnished to both parties by the court reporter. The full expense of any such court reporter and such transcripts shall be borne by the party causing the court reporter to attend the hearing.

(c) A final decision as to the allowance of the claim shall be made by the Pension Committee within sixty (60) days of receipt of the appeal (unless there has been an extension of sixty (60) days due to special circumstances, provided the delay and the special circumstances occasioning it are communicated to the claimant within the sixty (60) day period). Such communication shall be written in a manner calculated to be understood by the claimant and shall include specific reasons for the decision and specific references to the pertinent Plan provisions on which the decision is based.

(d) A claimant may not further challenge any decision of the Pension Committee without first having exhausted the foregoing claim and appeal procedure. Failure to have timely and completely exhausted the foregoing claim and appeal procedure will preclude any claimant from filing any litigation or other action to challenge the decision or matter that is the subject of the Claimant's dispute.

(e) If a claimant institutes any litigation to challenge any determination of the Pension Committee or Employer, such litigation shall be limited to all materials and evidence assembled by the Pension Committee and no further discovery or evidence may be conducted or submitted during such litigation. The Pension Committee's and Employer's decision shall be conducted as the review of an administrative record by any reviewing court, and shall be conducted without benefit of jury and shall be heard exclusively by a judge.

(f) All decisions of the Employer and Pension Committee shall be upheld by any reviewing agency or judicial forum unless determined to be arbitrary and capricious and without any supporting evidence or rationale.

ARTICLE VIII
TRUSTEE

8.1 BASIC RESPONSIBILITIES OF THE TRUSTEE

The Trustee shall have the following categories of responsibilities:

(a) The Trustee shall be considered a directed Trustee and shall not be responsible for exercising any discretion in the investment of Plan and Trust assets unless specifically provided in such Trust agreements to which the Trustee is a party and agrees to such delegation of investment responsibilities. Otherwise, consistent with its Trust Agreement, the Trustee shall accept and follow the investment directions of each Investment Manager and the Committee.

(b) At the direction of the Administrator, the Trustee shall pay benefits required under the Plan to be paid to Participants, or, in the event of their death, to their Beneficiaries;

(c) The Trustee shall maintain records of its activities and such receipts and disbursements that it receives and makes and furnish to the Employer and/or Administrator for each Fiscal Year a written annual report of its activities per Section 8.6. The Trustee, however, is not the record keeper of the Plan and shall not have responsibility for preparing the books and records of the Plan or its financial statements other than to report the results of its activities.

(d) If there shall be more than one (1) Trustee, they shall act by a majority of their number, but may authorize one (1) or more of them to sign papers on their behalf.

8.2 INVESTMENT POWERS AND DUTIES OF THE TRUSTEE

(a) The Trustee shall be a directed Trustee. Therefore, the Trustee shall invest and reinvest the Trust Fund pursuant to such directions as are provided to it by any Investment Manager and the Committee and shall retain such Trust Fund property for which it is custodian without distinction between principal and income and in such securities or property, real or personal, wherever situated, as the Trustee shall be directed to hold, including, but not limited to, stocks, common or preferred, bonds and other evidences of indebtedness or ownership, and real estate or any interest therein. The Trustee shall at all times in making investments of the Trust Fund do so in accordance with such directions as may be provided to it by any Investment Manager or the Committee. The Trustee shall not be restricted to holding only such securities or other property of the character expressly authorized by the applicable law for trust investments; however, the Trustee shall give due regard to any limitations imposed by the Code so that at all times this Plan may qualify as a qualified Pension Plan and Trust.

(b) The Trustee may employ a bank or trust company pursuant to the terms of its usual and customary bank agency agreement, under which the duties of such bank or trust company shall be of a custodial, clerical and record-keeping nature.

(c) The Trustee may from time to time upon the direction of any Investment Manager or the Committee, transfer to a common, collective, or pooled trust fund maintained by any corporate Trustee hereunder, all or such part of the Trust Fund as the Investment Manager or Committee may deem advisable, and such part or all of the Trust Fund so transferred shall be subject to all the terms and provisions of the common, collective, or pooled trust fund which contemplate the commingling for investment purposes of such trust assets with trust assets of other trusts. The Trustee may, from time to time upon the direction of the applicable Investment Manager or Committee, withdraw from such common, collective, or pooled trust fund all or such part of the Trust Fund as the Trustee may deem advisable.

8.3 OTHER POWERS OF THE TRUSTEE

Subject to, and upon receipt of, proper direction by any Investment Manager, the Pension Committee or the Employer, the Trustee shall have the following powers and authorities and, upon receipt of such direction, may perform the following activities:

(a) To purchase, or subscribe for, any securities or other property and to retain the same. In conjunction with the purchase of securities, margin accounts may be opened and maintained;

(b) To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee, by private contract or at public auction. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition, with or without advertisement;

(c) To vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property;

(d) To cause any securities or other property to be registered in the Trustee's own name or in the name of one (1) or more of the Trustee's nominees, and to hold any investments in bearer form, but the books and records of the Trustee shall at all times show that all such investments are part of the Trust Fund;

(e) To borrow or raise money for the purposes of the Plan in such amount, and upon such terms and conditions, as the Trustee shall deem advisable; and for any sum so borrowed, to issue a promissory note as Trustee, and to secure the repayment thereof by pledging lending money to the Trustee shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any borrowing;

(f) To keep such portion of the Trust Fund in cash or cash balances as the Trustee may, from time to time, deem to be in the best interests of the Plan, without liability for interest thereon;

(g) To accept and retain for such time as the Trustee may deem advisable any securities or other property received or acquired as Trustee hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;

(h) To make, execute, acknowledge, and deliver any and all documents of transfer and convenience and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(i) To settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Plan, to commence or defend suits or legal or administrative proceedings, and to represent the Plan in all suits and legal and administrative proceedings;

(j) To employ suitable agents and counsel and to pay their reasonable expenses and compensation, and such agent or counsel may or may not be agent or counsel for the Employer;

(k) To apply for and procure from responsible insurance companies, as an investment of the Trust Fund such annuity or other Contracts (on the life of any Participant) as the Committee or applicable Investment Manager shall deem proper; to exercise, at any time or from time to time, whatever rights and privileges may be granted under such annuity, or other Contracts; to collect, receive and settle for the proceeds of all such annuity or other Contracts as and when entitled to do so under the provisions thereof;

(l) To invest funds of the Trust in time deposits or savings accounts bearing a reasonable rate of interest in the Trustee's bank;

(m) To invest in Treasury Bills and other forms of United States government obligations;

(n) Except as hereinafter expressly authorized, the Trustee is prohibited from selling or purchasing stock options. The Trustee is expressly authorized to write and sell call options under which the holder of the option has the right to purchase shares of stock held by the Trustee as a part of the assets of this Trust, if such options are traded on and sold through a national securities exchange registered under the Securities Exchange Act of 1934, as amended, which exchange has been authorized to provide a market for option contracts pursuant to Rule 9B-1 promulgated under such Act, and so long as the Trustee at all times up to and including the time of exercise or expiration of any such option holds sufficient stock in the assets of this Trust to meet the obligations under such option if exercised. In addition, the Trustee is expressly authorized to purchase and acquire call options for the purchase of shares of stock covered by such options if the options are traded on and purchased through a national securities exchange as described in the immediately preceding sentence, and so long as any such option is purchased solely in a closing purchase transaction, meaning the purchase of an exchange traded call option the effect of which is to reduce or eliminate the obligations of the Trustee with respect to a stock option contract or contracts which it has previously written and sold in a transaction authorized under the immediately preceding sentence;

(o) To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations;

(p) To pool all or any of the Trust Fund, from time to time, with assets belonging to any other qualified employee pension benefit trust created by the Employer or an affiliated company of the Employer, and to commingle such assets and make joint or common investments and carry joint accounts on behalf of this Plan and such other trust or trusts, allocating undivided shares or interests in such investments or accounts or any pooled assets of the two or more trusts in accordance with their respective interests;

(q) To do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to carry out the purposes of the Plan.

8.4 DUTIES OF THE TRUSTEE REGARDING PAYMENTS

At the direction of the Administrator, the Trustee shall, from time to time, in accordance with the terms of the Plan, make payments out of the Trust Fund. The Trustee shall not be responsible in any way for the application of such payments.

8.5 TRUSTEE'S COMPENSATION AND EXPENSES AND TAXES

The Trustee shall be paid such reasonable compensation as shall from time to time be agreed upon in writing by the Employer and the Trustee. An individual serving as Trustee who already receives full-time pay from the Employer shall not receive compensation from this Plan. In addition, the Trustee shall be reimbursed for any reasonable expenses, including reasonable counsel fees incurred by it as Trustee. Such compensation and expenses shall be paid from the Trust Fund unless paid or advanced by the Employer. All taxes of any kind and all kinds whatsoever that may be levied or assessed under existing or future laws upon, or in respect of the Trust Fund or the income thereof, shall be paid from the Trust Fund.

8.6 ANNUAL REPORT OF THE TRUSTEE

Within a reasonable period of time after the later of the Anniversary Date or receipt of the Employer's contribution for each Fiscal Year, the Trustee shall furnish to the Employer and Administrator a written statement of account with respect to the Fiscal Year for which such contribution was made setting forth:

(a) ~~t~~The net income, or loss, of the Trust Fund;

(b) ~~t~~The gains, or losses, realized by the Trust Fund upon sales or other disposition of the assets;

(c) ~~t~~The increase, or decrease, in the value of the Trust Fund;

(d) ~~a~~All payments and distributions made from the Trust Fund; and

(e) ~~s~~Such further information as the Trustee and/or Administrator deems appropriate.

The Employer, forthwith upon its receipt of each such statement of account, shall acknowledge receipt thereof in writing and advise the Trustee and/or Administrator of its approval or disapproval thereof. Failure by the Employer to disapprove any such statement of account within thirty (30) days after its receipt thereof shall be deemed an approval thereof. The approval by the Employer of a statement of account shall be binding as to all matters embraced therein as between the Employer and the Trustee to the same extent as if the account of the Trustee had been settled by judgment or decree in action for a judicial settlement of its account in a court of competent jurisdiction in which the Trustee, the Employer and all persons having or claiming an interest in the Plan were parties; provided, however, that nothing herein contained shall deprive the Trustee of its right to have its accounts judicially settled if the Trustee so desires.

8.7 AUDIT

(a) If an audit of the Plan's records shall be required for any Plan Year, the Committee shall direct the Trustee to engage on behalf of all Participants an independent qualified public accountant for that purpose. Such accountant shall, after an audit of the books and records of the Plan in accordance with generally accepted auditing standards, within a reasonable period after the close of the Plan Year, furnish to the Committee and the Trustee a report of the accountant's audit setting forth accountant's opinion as to whether each of the following statements, schedules or lists are presented fairly in conformity with generally accepted accounting principles applied consistently:

(i) ~~s~~Statement of the assets and liabilities of the Plan;

(ii) ~~s~~Statement of changes in net assets available to the Plan;

(iii) ~~s~~Statement of receipts and disbursements, a schedule of all assets held for investment purposes, a schedule of all loans or fixed income obligations in default at the close of the Plan Year;

(iv) ~~a~~A list of all leases in default or uncollectible during the Plan Year;

(v) ~~t~~The most recent annual statement of assets and liabilities of any bank common or collective trust fund in which Plan assets are invested or such information regarding separate accounts or trusts with a bank or insurance company as the Trustee and Administrator deem necessary; and

(vi) ~~a~~A schedule of each transaction or series of transactions involving an amount in excess of three percent (3%) of Plan assets.

All auditing and accounting fees shall be an expense of and may, at the election of the Administrator, be paid from the Trust Fund.

8.8 RESIGNATION, REMOVAL AND SUCCESSION OF TRUSTEE

(a) The Trustee may resign at any time by delivering to the Employer, at least thirty (30) days before its effective date, a written notice of Trustee's resignation.

(b) The Employer may remove the Trustee by mailing by registered or certified mail, addressed to such Trustee at Trustee's last known address, at least thirty (30) days before its effective date, a written notice of Trustee's removal.

(c) Upon the death, resignation, incapacity, or removal of any Trustee, a successor may be appointed by the Employer; and such successor, upon accepting such appointment in writing and delivering same to the Employer, shall, without further act, become vested with all the estate, rights, powers, discretions, and duties of the predecessor with like respect as if successor were originally named as a Trustee herein. Until such a successor is appointed, the remaining Trustee or Trustees shall have full authority to act under the terms of this Agreement.

(d) The Employer may designate one (1) or more successors prior to the death, resignation, incapacity, or removal of a Trustee. In the event a successor is so designated by the Employer and accepts such designation, the successor shall, without further act, become vested with all the estate, rights, powers, discretions, and duties of the predecessor with the like effect as if successor were originally named as Trustee herein immediately upon the death, resignation, incapacity, or removal of the predecessor.

(e) Whenever any Trustee hereunder ceases to serve as such, Trustee shall furnish to the Employer and Administrator a written statement of account with respect to the portion of the Fiscal Year during which Trustee served as Trustee. This statement shall be either (i) included as part of the annual statement of account for the Fiscal Year required under Section 8.7 or (ii) set forth in a special statement. Any such special statement of account should be rendered to the Employer no later than the due date of the annual statement of account for the Fiscal Year. The procedures set forth in Section 8.6 for the approval by the Employer of annual statements of account shall apply to any special statement of account rendered hereunder and approval by the Employer of any such special statement in the manner provided in Section 8.6 shall have the same effect upon the statement as the Employer's approval of an annual statement of account. No successor to the Trustee shall have any duty or responsibility to investigate the acts or transactions of any predecessor who has rendered all statements of account required by Section 8.6 and this subparagraph.

ARTICLE IX
AMENDMENT, TERMINATION, AND MERGERS

9.1 AMENDMENT

The Employer shall have the right at any time to amend this Agreement. However, no such amendment shall authorize or permit any part of the Trust Fund (other than such part as if required to pay taxes and administration expenses) to be used for or diverted to purposes other than for the exclusive benefit of the Participants or their Beneficiaries or estates; no such amendment shall cause any reduction in the Accrued Benefit of any Participant or cause or permit any portion of the Trust Fund to revert to or become the property of the Employer except as provided in Section 9.1(c)(v); and no such amendment which affects the rights, duties or responsibilities of the Trustee and the Pension Committee may be made without the Trustee's and the Pension Committee's written consent. Any such amendment shall become effective as provided therein upon its execution. The Trustee shall not be required to execute any such amendment unless the Trust provisions contained herein are a part of this Agreement and the amendment affects the duties of the Trustee hereunder.

For the purposes of this paragraph, a Plan amendment which has the effect of (1) eliminating or reducing an early retirement benefit or retirement-type subsidy, or (2) eliminating an optional form of benefit, with respect to benefits attributable to service before the amendment shall be treated as reducing accrued benefits. In the case of a retirement-type subsidy, the preceding sentence shall apply only with respect a Participant who satisfies (either before or after the amendment) the pre-amendment conditions for the subsidy. In general, a retirement-type subsidy is a subsidy that continues after retirement, but does not include a qualified disability benefit, a medical benefit, a social security supplement, a death benefit (including life insurance), or a plant shutdown benefit (that does not continue after retirement age). Furthermore, no amendment to the Plan shall have the effect of decreasing a Participant's Vested interest determined without regard to such amendment as of the later of the date such amendment is adopted or becomes effective.

ARTICLE X
PLAN TERMINATION

10.1 TERMINATION

The Employer shall have the right at any time to terminate the Plan by delivering to the Trustee and Pension Committee written notice of such termination. Upon any termination (full or partial), all unallocated amounts shall be allocated in accordance with the provisions hereof and the Accrued Benefit of each affected Participant shall become fully vested and shall not thereafter be subject to forfeiture. Upon termination of the Plan, the Employer, by written notice to the Trustee, may direct either:

(a) ~~c~~Continuation of the Trust created by this Agreement and the distribution of benefits at such time and in such manner as though the Plan had not been terminated;

(b) ~~or~~Or subject to paragraphs (c) of this Section, complete distribution of the assets in the Trust Fund to the Participants, in cash or in kind, in one (1) lump-sum payment, or in the form of a deferred annuity payable at Normal Retirement Date, as soon as the Committee or Employer deems it in the best interest of the Participants.

(c) Priority of Benefits—The Pension Committee shall allocate the assets of the Plan among Participants and Beneficiaries in the following order of priority:

(i) First to that portion of each Participant's Accrued Benefit which is derived from Participant's Voluntary Contributions;

(ii) Equally among individuals in the following two categories:

(1) Benefits to Retired Participants and their Beneficiaries to whom payment commenced at least three (3) years prior to the termination date, based on Plan provisions in effect during the five (5) year period ending on such date; the lowest benefit in any pay status during the most recent three (3) year period shall be considered the benefit in pay status for such period.

(iii) All other (uninsured) Vested benefits;

(iv) All other benefits under the Plan; [and/or]

(v) Return of any excess funds to the Employer or reallocated to the Participants in a nondiscriminatory manner, only after satisfaction of all liabilities, fixed and contingent.

ARTICLE XI
MISCELLANEOUS

11.1 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute a contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon the individual as a Participant of this Plan.

11.2 ALIENATION

(a) Subject to the exceptions provided below, and as otherwise permitted by the Code and the Act, no benefit which shall be payable out of the Trust Fund to any period (including a Participant or the Participant's Beneficiary) shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized by the Trustee, except to such extent as may be required by law.

(b) Subsection (a) shall not apply to a "qualified domestic relations order" defined in Code Section 414(p), and those other domestic relations orders permitted to be so treated by the Committee under the provisions of the Retirement Equity Act of 1984. The Pension Committee shall establish a written procedure to determine the qualified status of domestic relations orders and to administer distributions under such qualified orders. Further, to the extent provided under a "qualified domestic relations order," a former spouse of a Participant shall be treated as the spouse or surviving spouse for all purposes under the Plan.

(c) Subsection (a) shall not apply to an offset to a Participant's accrued benefit against an amount that the Participant is ordered or required to pay the Plan with respect to a judgment, order, or decree issued, or a settlement entered into, on or after August 5, 1997, in accordance with Code Sections 401(a)(13)(C) and (D). In a case in which the survivor annuity requirements of Code Section 401(a)(11) apply with respect to distributions from the Plan to the Participant, if the Participant has a spouse at the time at which the offset is to be made:

(1) ~~e~~Either such spouse has consented in writing to such offset and such consent is witnessed by a notary public or representative of the Plan (or it is established to the satisfaction of a Plan representative that such consent may not be obtained by reason of circumstances described in Code Section 417(a)(2)(B)), or an election to waive the right of the spouse to either a qualified joint and survivor annuity or a qualified pre-retirement survivor annuity is in effect in accordance with the requirements of Code Section 417(a);

(2) ~~s~~Such spouse is ordered or required in such judgment, order, decree or settlement to pay an amount to the Plan in connection with a violation of fiduciary duties; or

(3) ~~in~~In such judgment, order, decree, or settlement, such spouse retains the right to receive the survivor annuity under a qualified joint and survivor annuity provided pursuant to Code Section 401(a)(11)(A)(i) and under a qualified pre-retirement survivor annuity provided pursuant to Code Section 401(a)(11)(A)(ii).

11.3 CONSTRUCTION OF AGREEMENT

This Plan and Trust shall be construed and enforced according to the Act and the laws of the State of Missouri, other than its laws respecting choice of law.

11.4 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.5 LEGAL ACTION

In the event any claim, suit, or proceeding is brought regarding the Trust and/or Plan established hereunder to which the Trustee or the Administrator may be a party, and such claim, suit, or proceeding is resolved in favor of the Trustee or Pension Committee, they shall be entitled to be reimbursed from the Trust Fund for any and all costs, attorney's fees, and other expenses pertaining thereto incurred by them for which they shall have become liable.

11.6 PROHIBITION AGAINST DIVERSION OF FUNDS

(a) Except as provided below and otherwise specifically permitted by law, it shall be impossible by operation of the Plan or of the Trust, by termination of either, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of any trust fund maintained pursuant to the Plan or any funds contributed thereto to be used for, or diverted to, purposes other than the exclusive benefit of Participants, Retired Participants, or their Beneficiaries.

(b) In the event the Employer shall make an excessive contribution under a mistake of fact, the Employer may demand repayment of such excessive contribution at any time within one (1) year following the time of payment and the Trustees shall return such amount to the Employer within the one (1) year period. Earnings of the Plan attributable to the excess contributions may not be returned to the Employer but any losses attributable thereto must reduce the amount so returned.

11.7 EMPLOYER'S AND TRUSTEE'S PROTECTIVE CLAUSE

Neither the Employer nor the Trustee, nor their successors, shall be responsible for the validity of any Contract issued hereunder or for the failure on the part of the insurer to make payments provided by any such Contract or for the action of any person which may delay payment or render a Contract null and void an unenforceable in whole or in part.

11.8 INSURER'S PROTECTIVE CLAUSE

Any insurer who shall issue Contracts hereunder shall not have any responsibility for the validity of this Plan or for the tax or legal aspects of this Plan. The insurer shall be protected and held harmless in acting in accordance with any written direction of the Trustee, and shall have no duty to see to the application of any funds paid to the Trustee, nor be required to question any actions directed by the Trustee. Regardless of any provision of this Plan, the insurer shall not be required to take or permit any action or allow any benefit or privilege contrary to the terms of any Contract which it issues hereunder, or the rules of the insurer.

11.9 RECEIPT AND RELEASE FOR PAYMENTS

Any payment to any Participant, Participant's legal representative, beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of this Agreement, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Trustee and the Employer, either of whom may require such Participant, legal representative, beneficiary, guardian and committee, as a condition precedent to such payment, to execute a receipt and release thereof in such form as shall be determined by the Trustee or Employer.

11.10 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of this Agreement is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

11.11 NAMED FIDUCIARIES AND ALLOCATION OF RESPONSIBILITY

The "named Fiduciaries" of this Plan are (1) the Employer, (2) the Pension Committee, (3) the Trustee and (4) any Investment Manager appointed hereunder. The named Fiduciaries shall have only those specific powers, duties, responsibilities, and obligations as are specifically given them under this Agreement. In general, the Employer shall have the sole responsibility for making the contributions provided for under Section 4.1; and shall have sole authority to appoint and remove the Trustee, the Pension Committee, and any Investment Manager which may be provided for under this Agreement; to formulate the Plan's "funding policy and method"; and to amend or terminate, in whole or in part, this Agreement. The Pension Committee shall have the sole responsibility for the administration of this Agreement, which responsibility is specifically described in this Agreement. The Trustee shall have the sole responsibility of management of the assets held under the Trust, except those assets, the management of which has been assigned to an Investment Manager or assumed by the Committee, who shall be solely responsible for the management of the assets assigned to it, all as specifically provided in this Agreement. Each named Fiduciary warrants that any direction given, information furnished, or action taken by it shall be in accordance with the provisions of this Agreement, authorizing or providing for such direction, information or action. Furthermore, each named Fiduciary may rely upon any such direction, information or action of another named Fiduciary as being proper under this Agreement, and is not required under this Agreement to inquire into the propriety of any such direction, information or action. It is intended under this Agreement that each named Fiduciary shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under this Agreement. No named Fiduciary shall guarantee the Trust Fund in any manner against investment loss or depreciation in asset value. Any person or group may serve in more than one (1) Fiduciary capacity.

11.12 HEADINGS

The headings and subheadings of this Agreement have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

11.13 UNIFORMITY

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner.

CITY OF CARTHAGE

By: ______________________________________
Employer

~~BMO Harris Bank, N.A.~~MIDWEST INSTITUTIONAL TRUST COMPANY

By: ______________________________________
Trustee

Resolution _2086__

A RESOLUTION AUTHORIZING THE CITY OF CARTHAGE TO ENTER INTO A BROKER AGREEMENT WITH OLLIS/AKERS/ARNEY FOR THE 2025/2026 POLICY YEAR

WHEREAS,Ollis/Akers/Arney, is an employee owned, independent insurance agency, who represents difference insurance companies, to help provide a unique variety of polices and price points for their clients; and

WHEREAS, the City of Carthage casualty insurance policy was up for renewal and bids were solicited for the new policy year; and

WHEREAS, the City of Carthage compared the two bids that were received and believes that Ollis/Akers/Arney is the best option for the new policy year beginning July 1, 2025; and

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

The Mayor is authorized to enter into a broker agreement with Ollis/Akers/Arney effective July 1, 2025.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CARTHAGE, MISSOURI THIS ________ DAY OF _________, 2025

____

Bren Flanigan, Mayor

ATTEST:

____

Miranda Deal, City Clerk

Sponsored by Insurance, Audit & Claims

City of Carthage

RFQ: Insurance Broker / Consulting Services

OLLIS/AKERS/ARNEY
INSURANCE & BUSINESS ADVISORS

PROTECTING TOMORROW...TODAY.

Respectfully submitted by Ollis/Akers/Arney
Primary Contact – Jeff Chronister
April 10, 2025

TABLE OF CONTENTS

Firm & Account Team Overview #1

Agency name and Headquarters' State. Include:

a. *Contact information for CEO*

Richard Ollis
2274 E. Sunshine St.
Springfield, MO 65804
417.881.8333 | Richard.Ollis@ollisaa.com

b. *Years in operation*

140 Years

c. *Number of years servicing our industry*

140 Years

d. *Business philosophy on risk consulting*

Our Philosophy is Simple:

We strive to understand your business and your team at every level, allowing us to develop customized, strategic plans that address both current and emerging risks. Our proprietary business model has earned us numerous awards and recognition as a national leader in the industry, including a Best Practices Agency in the United States; the **only agency selected in Missouri for this award.**

Ollis/Akers/Arney has an impressive legacy and history of serving our clients and communities. Established in 1885 and **headquartered in Springfield, Missouri,** we are focused on supporting organizations with solutions to the challenges they face. We have continued our tradition as an industry leader in innovative solutions to help our clients reduce risk and control costs for more than 140 years.

We are 100% employee owned and are currently listed in the Springfield Business Journal as the **largest independent agency in the region.**

OLLIS/AKERS/ARNEY®
INSURANCE & BUSINESS ADVISORS

PROTECTING TOMORROW...TODAY.

Our innovative consulting approach has earned us local, regional and national recognition as a leader in our industry. Below are some of the key accomplishments and recognition our team and organization has received.

Ollis/Akers/Arney Accomplishments & Highlights

Outstanding CSR of the Year for the State of Missouri by the Missouri Association of Insurance Agents

- 2017 Robin Talty
- 2019 Beth Kensinger
- 2020 Ashlae Cook
- 2021 Megan Owens
- 2022 Pamela Hamilton
- 2023 Sharon Cross
- 2024 Rachel Rumker

Trusted Adviser - Springfield Business Journal

- 2014 Jeff Eiserman
- 2016 Peggy Gawley
- 2017 Erica Gaynor
- 2018 John Akers
- 2019 Paul Long
- 2020 Jeff Chronister
- 2022 Mindy Pippin
- 2023 Karen Shannon
- 2024 Richard Ollis – Legacy Adviser
- 2024 Justin Coyan

BIG "I" BEST PRACTICES AGENCY 2024

Independent Insurance Agents & Brokers of America Best Practice Agency – 2019, 2020, 2021, 2022, 2023, 2024
Only one in the State of Missouri in 2022, 2023, & 2024

BiZ 2024 417 BEST PLACES TO WORK

Insurance Business America Top Insurance Workplace – 2019, 2020, 2021, 2022, 2023, 2024

2024 TOP INSURANCE EMPLOYER

Awarded as one of the top 20 Best Places to Work by Best Companies Group and Biz 417 Magazine

2023 INNOVATIVE HR TEAM

Our Business Consulting Division received the Innovative HR Teams 2022 & 2023

Cameron Black awarded Top Wellness Adviser in the U.S. 2020

Erica Gaynor achieved her Registered Employee Benefits Consultant (REBC) designation – 2022

Jeff Eiserman, Mindy Pippin, Tristin Casper, & Derik Frederiksen receive the Accredited Cyber Risk Advisor designation by Beyond Insurance Global Network.

Better Business Bureau 2020 Torch Award for Ethics

2020 WINNER
BBB TORCH Award
Celebrating Exceptional Ethics and Service
BBB Serving Eastern & Southwest Missouri & Southern Illinois

Najem Agnew receives the Certified Risk Architect designation from Beyond Insurance Global Network.

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OllisAkersArney.com | 417-881-8333

Firm & Account Team Overview #2

Provide the names, titles and bios of the key staff that would be servicing the account.

The Ollis/Akers/Arney Account Team assigned to your organization is assembled by area of expertise and industry experience. This team meets weekly to review each client partnership to provide account services and implement strategic solutions to improve client outcomes.

The Ollis/Akers/Arney team approach enables additional insight into your business, creates innovative solutions and simplifies the insurance process, resulting in an elite program and quality of service.

All team members assigned to you are well versed in operations and coverage needs that impact your industry.

EDGE 360°

Primary Account Team

PROPERTY AND CASUALTY

	JEFF CHRONISTER
	Advisor (417) 319-2020 Jeff.Chronister@ollisaa.com
	Strategic Plan Design P&C Insurance Analysis On-Site Account Review
	MEGAN OWENS
	Account Manager – Commercial Risk O: (417) 881-8333 D: (417) 771-3568 Megan.Owens@ollisaa.com
	Daily Account Servicing, Carrier Coordination, P&C Insurance Policy/Billing Questions

Strategic Partner Team

CLAIMS MANAGEMENT

MYLEAH SHRIMPTON

Vice President – Claims Administration
O: (417) 881-8333 D: (417) 883-4549
Myleah.Shrimpton@ollisaa.com

P&C Insurance Claims and Employee Benefits Claims tracking and resolution updates

RACHEL RUMKER

Claims Manager
O: (417) 881-8333 D: (417) 633-7988
Rachel.Rumker@ollisaa.com

P&C Insurance Claims and Employee Benefits Claims tracking and resolution updates

TECHNOLOGY & MEDICARE SPECIALIST

PAM KLEIN

Product & Client Technology Specialist
O: (417) 881-8333 D: (417) 633-7863
Pam.Klein@ollisaa.com

Client software implementation and training

PEGGY GAWLEY

Advisor – Senior Products
O: (417) 881-8333 D: (417) 319-2532
Peggy.Gawley@ollisaa.com

Medicare program education
Medicare product placement

HUMAN RESOURCES CONSULTING

KAREN SHANNON

Vice President – Business Consulting
O: (417) 881-8333 D: (417) 881-8334
Karen.Shannon@ollisaa.com

Business Consulting Executive, Strategic HR planning, Leadership development training

CAROLYN O'KELLEY

Human Resources Consultant
O: (417) 881-8333 D: (417) 881-8335
Carolyn.Okelley@ollisaa.com

Strategic HR planning and implementation, Compliance, HR outsourcing

KENYA PEARMAN

Human Resources Consultant
O: (417) 881-8333 D: (417) 771-3563
Kenya.Pearman@ollisaa.com

Strategic HR planning and implementation, Compliance, HR outsourcing

VICTORIA RAMSEY

Human Resources Generalist
O: (417) 881-8333 D:(417) 881-8336
Victoria.Ramsey@ollisaa.com

HR plan implementation, Policy updates and HR administration

EXECUTIVE MANAGEMENT

KEVIN ROBBINS

Chief Sales Officer
O: (417) 881-8333 D: (417) 319-2527
Kevin.Robbins@ollisaa.com

Strategic partnership development
Client escalation contact

JOE GAUNT

Chief Operations Officer
O: (417) 881-8333 D: (417) 720-8154
Joe.Gaunt@ollisaa.com

Operations Service Management
Insurance/Carrier escalation contact

Assigned Primary Account Team Biographies:

Commercial Risk Advisor & Account Manager

Jeff Chronister, AAI: *Advisor*
417.881.8333 | Jeff.Chronister@ollisaa.com

Jeff joined the Ollis/Akers/Arney team in June of 2000. He uses his more than 30 years of experience to help clients identify, analyze, and quantify specific risks within their business. Pairing 11 years of experience in commercial banking and more than 25 years with Ollis/Akers/Arney in Commercial Insurance, Jeff brings a unique perspective to help clients design and implement a Long-Term Risk Reduction Plan. Today's businesses face a tremendous level of risk. Knowing that, Jeff does more for his clients than just talk about insurance coverages. Reduction of their Total Cost of Risk and overall growth and success of their business is the focus.

Jeff is a proud alum of Missouri State University and holds the Accredited Advisor of Insurance (AAI) professional designation. Jeff was honored by Springfield Business Journal in 2005 with the 40 Under 40 award and a Trusted Adviser in 2020. Jeff is responsible for strategic planning and development of insurance programs.

Megan Owens, CISR-Elite: *Commercial Risk Account Manager*
417.881.8333 | Megan.Owens@ollisaa.com

Megan joined Ollis/Akers/Arney in 2013 and manages mid-size to large commercial accounts. She has been recognized for her exceptional service skillset. Megan is the **Missouri Association of Independent Agents Customer Service Representative of the year for 2021**.

Firm & Account Team Overview #3

Describe the approach taken in the ongoing training and education of your staff.

Ollis/Akers/Arney has a multi-faceted approach to the education of our staff.

This includes weekly, monthly, quarterly and annual training around industry technical knowledge, innovative risk management, and emerging trends. We believe continual training and education is crucial for the learning development of our staff, and it is a critical component of our ability to meet our public entity clients needs.

Below are a few examples of the ongoing training and education our staff participates in each year. In addition, each licensed employee is required to participate in Continuing Education to meet and exceed state standards and maintain their licenses.

Weekly	Monthly	Quarterly	Annually
High Performing Team Reviews	Market Trend Insight Reviews	State of the Agency Meeting	Annual Employee Appraisals
Advisor Team Training	Compliance Update Training	Department Cross Training Sessions	Client Survey Assessment Review
1 on 1 Strategy Sessions	Emerging Trends Discovery	Practice Area Innovation Trends	Niche Specific Education
Property & Casualty Insurance Product Education	Carrier Trainings and Seminars	Personal Development Courses	Industry Designation Courses
Ollis EDGE 360 Solution Design Training	Beyond Insurance Benefits and P&C National Education	DATA Analytics and Benchmark Report Development	Association Seminars
Employee Benefits Alternative Funding and Design Training	Client Story Development and Carrier Negotiation Training	Claims Management Review Education	Compliance Update Overviews

Firm & Account Team Overview #4

Identify any statewide or national accolades, awards, or certifications that differentiate your agency and/or team in the servicing of accounts.

Our model is exclusive and unique in the industry. The success of our model and the expertise of our team has been recognized regionally and nationally which can clearly be seen in the awards we have received over the last few years:

- Recognized as a Multi-Year recipient of the Independent Insurance Agents & Brokers of America, Inc. Best Practice Agency in the United States. In 2022, 2023, & 2024 Ollis/Akers/Arney was **the only agency in the state of Missouri to receive this designation**.

- Multi-Year winner of the Insurance Business America **"Top Insurance Workplace"**

- Better Business Bureau **Torch Award for Ethics**

- Finalist for Springfield Business Journal "Economic Impact Award" for companies in business over 75 years

---

- **Only Agency with 9 recognized staff members** for the Springfield Business Journal's, Most Trusted Adviser Award and **1 Legacy Adviser**

- Wellness Director, Cameron Black, recognized as **one of the top 100 Health Promotion Professionals in America** by the Wellness Council of America (WELCOA) and **Wellness Advisor of the Year** by Employee Benefits Adviser

- Advisor, Erica Gaynor, recognized as **one of twenty Top Women in Benefit Advising in America** by Employee Benefit Adviser

- Karen Shannon, VP of Business Consulting and CHRO for Ollis/Akers/Arney, awarded the **2023 Innovative HR Team award in the nation**

- Richard Ollis, CEO of Ollis/Akers/Arney, **inducted into the 2022 Hall of Fame** by Insurance Business America

- **Seven team members recognized** as the Missouri Association of Insurance Agents **"Outstanding CSR of the Year"** for the state of Missouri in the past eight years **(Only one winner awarded for the entire State per year)**

Firm & Account Team Overview #5

Please tell us about the professional organizations in our industry that you are involved with and describe the various ways you participate.

We are active members in the following Associations, as well as a PLATINUM sponsor for both the Missouri Association of Counties and the Missouri Municipal League.

MAC CORPORATE PARTNERS

MISSOURI ASSOCIATION of County Clerks & Election Authorities · MACCEA

CCAM

Missouri Municipal League
Growing Our Communities Together

Participation Examples

- Developed County specific Employee Benefits Benchmark Reports for MAC
- Provided HR Compliance and Development education at multiple Conventions
- Attend Board meetings for added education on risk management
- Partnered with Legal Advisor for improved Sovereign Immunity Education
- Sponsor of various regional and statewide events including booth, education, entertainment, dinner and more
- Partnered with technology platinum partner for education on cyber risk and coverage
- Provided differed maintenance education
- Wellness and Employee Benefits alternative funding and plan design education
- Budget forecasting and insurance marketplace trends education

Below are examples of how we have worked with public entities to both educate them on emerging risks and improve their overall risk management strategy:

PUBLIC ENTITIES
EMERGING RISKS

- Repair and Maintain Dated Infrastructure
- Civil Unrest and Police Excessive Force
- Employment Practices Liability
- Budget Constraints
- Cyber Risk and Emerging Technologies
- Staff and Aging Workforce Health
- Litigation and Tort Caps

Risk Profile Management is crucial in the successful governance of a public entity. Understanding your unique risk profile score and how it is impacted by multiple factors, including emerging trends like those above, is the first step in developing the Risk Profile Management Program.

The goal of a risk profile is to provide an unbiased understanding of your organization's ability to address risk by assigning a score to different types of risks and the danger they pose. Developing a Risk Profile Management Program helps control your unique risk profile score through the results of documented and measured strategies vs. comparable benchmarks.

WHAT IS YOUR SCORE?

INTELLIGENCE QUOTIENT FOR RISK MANAGEMENT (IQRM)

1. Examine risk
We will investigate your potential risk by asking questions to determine your specific needs.

2. Develop strategies
We will design a custom plan to improve your Risk Profile.

3. Go phase
We will work with you to make sure the plan is executed.

4. Evaluate results
Our process continues with accountability and monitoring the measured results of the program.

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INDUSTRY EXPERTISE

HUMAN RESOURCES

- Resolving Workplace Conflict
- Employee Engagement
- Compensation Strategies
- Leadership Development
- Policy Review including Medical Marijuana and COVID Sick Time
- Talent Attraction and Retention Strategy
- Government Compliance/ Documentation
- And More

INDUSTRY SPECIFIC EXPSOSURES

- Law Enforcement Liability
- Partner Selection Process
- Property Valuation Updating
- Employment Practices Liability
- Juggling Shrinking Tax Bases and Swelling Operational Cost
- Cyber and Data Breach Exposure
- Transportation and Fleet Management
- Facilities Assessments and Use Agreements
- Workers' Compensation
- Public Official and Employee Dishonesty
- Disaster Planning

EMPLOYEE BENEFITS STRATEGY

- Emerging Trends
- Self, Level-Funded and Fully Insured
- Communication, Education and Technology
- Design Options
- Wellness
- Enrollment Options
- Data Benchmark Analysis

AGENCY EXCLUSIVE RESOURCES

- Ergonomics Review
- Active Shooter Preparedness and Response Planning
- Onsite Training
- Online Client Portal
- Dedicated Claims Management
- Claims Review and Strategy
- Insurance Benchmarking
- Wellness Director/Programs
- Health and Wellness Newsletters
- Multiple Market Insurance Negotiating
- Risk Transfer Review
- Risk Assessment and Recommendation
- EMOD Projection and Analysis
- Safety Resources for Volunteers

OllisAkersArney.com

KNOW YOUR SCORE!

Public entities face a unique environment regarding liability. The contrast between evolving exposures, litigation trends and the acute pressure to reduce costs. Aligning budgets to sometimes inadequate public funding creates a complicated web of choices for administrators in the public sector.

One of the most important factors to consider when managing your property liability coverage for public entities is the true cost of risk, not the price of the premium.

SCHEDULE YOUR RISK PROFILE ASSESSMENT

Call Ollis/Akers/Arney to schedule your Risk Profile Assessment today.

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OllisAkersArney.com I 417-881-8333

Impact Statement

Provide an impact statement on why your firm should be selected as the broker of record.
(Please keep your response to one page or less.)

We appreciate the opportunity to be selected as the partner for The City of Carthage and to address the concerns shared by you during the discovery phase of our **Ollis EDGE 360** approach and multiple conversation over the past year or so.

The **Ollis EDGE 360** is a focused approach that targets specific challenges faced by each client and measures the impact of the solutions implemented to ensure the desired outcome is achieved.

Through this process you shared the top four to five challenges with your current program:

1. Understanding of the unique challenges public entities face, including financial/budgeting challenges and their impact on future planning.
    a. You meet with your broker, but only to discuss claims, not to strategize on how to make the City a better and safer place to live, work and play
    b. You told us the broker gives you very little assistance in resolving billing issues or tracking difficult claims.
2. Need an Advisor to help with strategic direction and a tailored approach to managing public entity risk.
    a. You told us you have no written strategic plan in place to utilize the tools and resources available through the broker, to help manage the risk of the City.
    b. You told us the current broker has no written strategy or method for identification of emerging risks for the City or monitoring your progress as you improve your risk profile.
3. You need a Partner who understand the future goals, opportunities, and challenges of the City of Carthage and how to best support each of these critical areas of focus.
    a. You told us you needed assistance in reviewing contracts the City is signing to help minimize risk and exposure for the City and the Council.
    b. Training of employees and tracking who has been trained is a missing element for you current Risk Management Plan.

You will find in our responses how the **Ollis EDGE 360** will assist The City of Carthage with each of the unique challenges you face in management of current programs and improve your risk profile by lowering or eliminating risk and engage your employees through education and communication adding more value to their purpose while increasing outcomes.

We look forward to working with you in developing our 2025-2026 strategic plan together.

Risk Management Strategy #1

Describe your approach to strategic planning.

Ollis/Akers/Arney is an innovation leader in insurance, strategic planning, organizational risk improvement and people risk reduction.

Our exclusive approach is unique in the industry and allows our team to become an extension of the organizations we partner with providing a targeted and measured strategy to make lasting impacts to the challenges they face.

As represented by the experience and accolades previously provided in this RFQ response, our qualifications and industry leading results for our clients are directly tied to The **Ollis EDGE 360** exclusive model

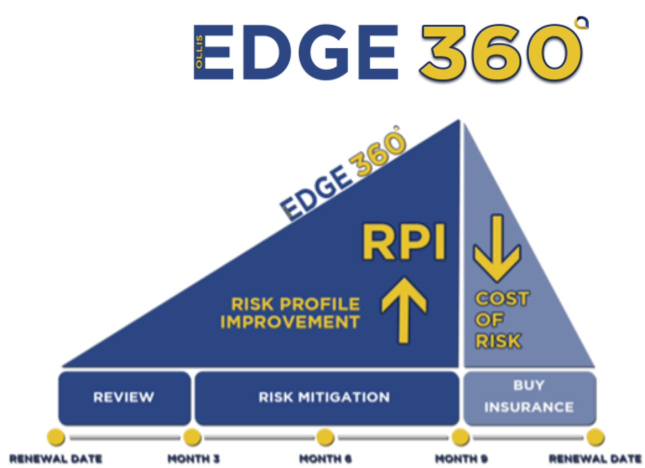
The **Ollis EDGE 360** brings an innovative approach and comprehensive, real-world solutions to organizational leadership. Our experts provide programs that will address obstacles facing leaders in our region and across the country.

To accomplish our work with each unique client Ollis/Akers/Arney employs a proprietary process:

We examine client risks, develop solutions to address the risks, our go phase is our implementation of the solutions and then the key to success with our partnership is evaluating the results. We believe what gets measured, gets done and our documented **Ollis EDGE 360** program is the difference.

The below illustration is the linear calendar view of how the **Ollis EDGE 360** improves the risk profile for our clients vs. the standard insurance model most commonly used. Throughout our responses to the remaining questions, you will see this repeated as we have documented results to verify the impact on all areas of the program.

Insurance cost at the mercy of Industry wide analytics



Insurance cost reflective of RPI and Loss Ratio Improvement

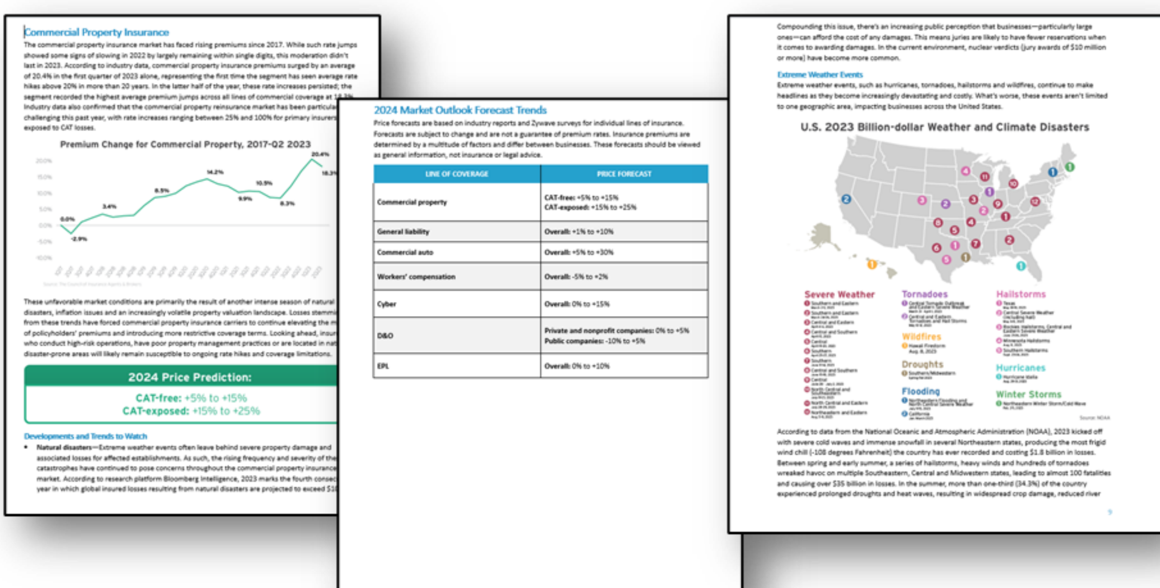
Ollis/Akers/Arney Insurance & Business Advisors understands the importance of making educated, strategic plan design decisions. Having the data that measures your risk vs. risk of similar organizations and locations is key to establishing your specific Risk Profile and determining a path forward.

Using only one resource for benchmarking or to score your profile can create a flaw in the decisions to be made. This is why we use multiple measurements to help you balance cost control and plan value. We then use this data to describe your unique story to the insurance marketplace. This provides an opportunity for increased participation among the carriers and ultimately helps control your costs long-term.

We have a proprietary Ollis EDGE 360 Risk Profile Improvement Scoring system that was developed by Ollis/Akers/Arney in the late 1990's. Other agencies have attempted to adopt this program due to its success in improving outcomes for those we work with. The challenge for other agencies is providing a comparable outcome due to the lack of knowledge around how to measure the program and access to our proprietary system.

We have invested in 3 systems to assist in the scoring/benchmarking of our clients' programs. These 3 systems, used in conjunction, maximize the **Ollis EDGE 360** Risk Profile Improvement Score accuracy and confirm the decision process to be used moving forward.

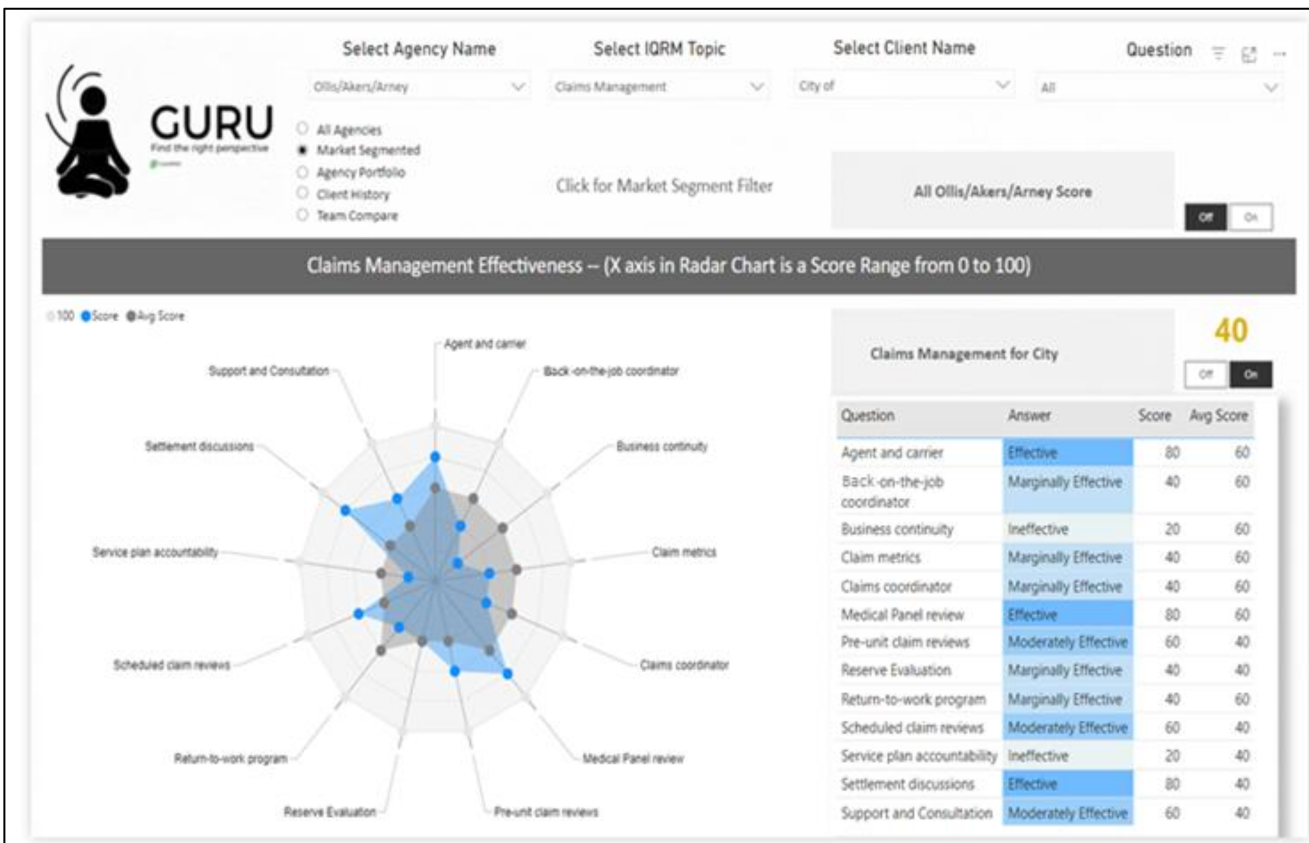
The first of the 3 sources includes an extensive Plan Design Benchmark Report that compares data from over 50,000 programs nationwide and breaks down data by region, employer size, industry and plan type—so you can isolate what similar employers are doing in each area of your plan. This source also includes a report that provides risk specific forecasting and plan component comparisons. It provides details on key drivers of insurance and how to minimize their impact to individual companies. This allows for targeted plan decisions and industry impacting trends for budget forecasting.



The second of the sources used in our Exclusive **Ollis EDGE 360** Risk Profile Improvement scoring is the IQRM Benchmark. The IQRM diagnostic tool includes client driven responses to confirm internal processes that impact risks and provide underwriters with clarity on the focus of the client to improve those risks. This innovative tool is unique in the industry and accessed through our partnership in the Beyond Insurance Global Network of Agencies. This organization has over 60 agency partners nationwide that work together to develop industry leading resources and data analysis.

Your Risk exposures are reviewed and analyzed on an ongoing basis. The tool we have invested in below captures areas we have identified as risk sensitive areas. The blue area represents the clients score, and the gray area represents the industry benchmark for comparison. Any risk area outside the gray zone indicates “better than industry average results”. Any risk area within the gray zone indicates “below industry average performance”.

This quickly identify areas of risk that need attention, allowing us to create a formal strategy to address the area(s) of concern.



Question	Answer	Score	Avg Score
Agent and carrier	Effective	80	60
Back-on-the-job coordinator	Marginally Effective	40	60
Business continuity	Ineffective	20	60
Claim metrics	Marginally Effective	40	60
Claims coordinator	Marginally Effective	40	60
Medical Panel review	Effective	80	60
Pre-unit claim reviews	Moderately Effective	60	40
Reserve Evaluation	Marginally Effective	40	40
Return-to-work program	Marginally Effective	40	60
Scheduled claim reviews	Moderately Effective	60	40
Service plan accountability	Ineffective	20	40
Settlement discussions	Effective	80	40
Support and Consultation	Moderately Effective	60	40

We take the information from our 2 studies previously reviewed, topics from our discovery assessment portion of the **EDGE 360** discussion with employees and enter this all into our Exclusive **Ollis Edge 360 Risk Profile Management Scoring system.**

This is where the impact for our clients has created such excitement in the industry that many other agencies recognize the Ollis/Akers/Arney model as the Leader in Risk Profile Improvement.

This benchmark assessment has also been recognized by multiple carriers as the Gold Standard for the insurance industry in our region.

We take all 3 resources to develop your targeted strategic plan and confirm the correct carrier offerings, recommended limits and maximize budget containment. In addition to the benchmark value provided, the impact on your organization through the risk reduction approach is even greater.

Risk Management Strategy #2

Describe at least two strategic solutions you have implemented for clients similar to our organization and the results obtained.

Ollis/Akers/Arney has a long history of providing risk management, insurance services, and strategic solutions. We work with organizations throughout Missouri, the four-state region and across the country.

As an industry leader in risk management strategies, the Ollis/Akers/Arney Public Entity Department & Municipality Team will develop a targeted plan specific to your unique risk.

Risk management for public entities is unique in that there are multiple exposures within the confines of the organization. Whereas private businesses usually have one or two specific risks they must oversee, public entities often have various and complicated risks to consider and manage.

We have invested in tools and resources that can be tailored to the individual needs of the organization. From training modules to compliance updates and guidance, we are experienced in this field and have chosen to devote our time and resources to improving the Risk Profile of our Clients.

Our process, as mentioned previously, is unique in the marketplace and has proven to be a huge benefit to decision makers and organizational leaders by controlling cost and budget forecasting. It also frees up time previously spent on risk management tasks, allowing you to focus on other areas such as economic development and revenue growth!

We are active members of the Missouri Municipal League (MML) and not only sponsor but provide educational seminars for MML conference meetings and conventions.

Examples of how our business model has shown a benefit to public entity clients are below:

1. As a result of the Risk assessment we performed, it was discovered that there was no established return to work program for each department.

It is imperative to get employees back to work as soon as it is safe to do so.
Statistics are overwhelmingly in favor of a program whereby the employees get re-engaged in their workplace after an injury. Lost time is reduced, and the employee is less likely to get legal counsel involved.

We helped the city implement a policy that fits each department and is compliant. The goal is to reduce the total cost of work comp claims and accelerate the closing of claims that can negatively affect the experience mod.

We provided a complete employee handbook which contained a robust “Return to Work” (RTW) policy within. This was implemented and is now in the City’s process. The next step was establishing a tracking mechanism to determine the savings in claims due to the injured workers faster return to work.

2. During our Risk Assessment for a Missouri City, we were able to identify multiple buildings that the City had plans to demo and consolidate the operations of the buildings into a new more functional location. They had been paying full replacement cost p[premiums for several years on these buildings.

Our analysis determined that by changing the replacement cost to a Functional Replacement and determining the limit required to build the new space, should as catastrophe occur, not only saved them premium dollars over $22,000 per year, but this also allowed them flexibility when a storm took out two of the buildings to replace them at a different location with a totally different type of structure.

Risk Management Strategy #3

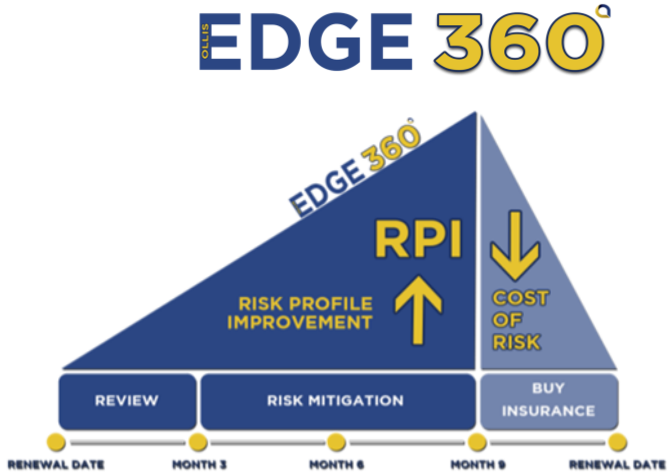
Describe the process for measuring results of the risk program.

As previously described in our response to “Risk Management Strategy #1”, The Ollis/Akers/Arney exclusive **EDGE 360** establishes the strategic plan for improving your Risk Profile Score.

This process establishes a baseline for your organization and provides a roadmap for improvement over time. We use the baseline to assist in measuring the success for the solutions we implement together throughout the year and to demonstrate your story Risk Profile Improvement to the marketplace.

Standard Insurance Agent

Insurance cost at the mercy of Industry wide analytics



Insurance cost reflective of RPI and Loss Ratio Improvement

After multiple conversations with your staff and leadership, training for management and department heads within the City rose to the top as an area where focus is needed.

- There have been multiple positions both appointed and elected that have changed in the past few terms.
- This would show up as a high priority item on the Index and one on which, we should focus of Risk management’s efforts.
- Tracking of the training and monitoring who has gone through the training, is an important element of the program because with that data, we can go to our underwriters on behalf of the City and tell your story of how you are investing time and resources to train your employees and leaders. We track the progress and project the impact on future losses. This has been very successful for our clients in achieving better results from our marketing efforts in the way of better terms and pricing.

This Risk Profile Management Score from the **EDGE 360** process is where the impact for our clients has created such excitement in the industry that many other agencies recognize the Ollis/Akers/Arney model as the Leader in Risk Profile Improvement.

The assessment and measurements of improvement have also been recognized by multiple carriers as the Gold Standard for the insurance industry in our region.

We develop your targeted strategic plan and confirm improvement throughout the year and over the length of our relationship. This assists with identifying the correct carrier offerings, recommended limits and maximize budget containment as well.

In addition to the benchmark value provided, the impact on your organization through the risk reduction approach is even greater. With demonstrated results of improved safety, reduced claims, budget forecasting, employee engagement and more.

Risk Management Strategy #4

How will your firm assist our organization in training and educating employees on safety measures?

We work closely with our clients in training and educating employees on safety measures. Through our **EDGE 360** program and the **Claims Review Process**, we identify specific trends in losses, develop tailored training programs and provide safety trainings to impact those trends.

Below is a sample of topics recently provided to our clients and their employees on safety:

- Slip/Trip/Fall avoidance
- Proper Lifting Techniques, including Back Injury Prevention
- Hazardous Material Training
- Aerial Lift Training
- Lock Out/Tag Out Procedures
- Ladder Safety
- Safe Driving Strategies
- Management Liability and Personal Liability for Management Decisions

We also provide Safety Resources and Tools on a variety of topics. Samples of these include:

- Employee Safety Guides
- Loss Control Services and Recommendations
- Policy Review and Updating
- Driving Personal Autos on company business
- OSHA Injury Reporting
- Childcare Safety
- Weapons Policy for Security Staff
- Physical Capacity Testing
- Ergonomics
- Safety Meeting Material for Managers to educate their teams
- Online Portal for additional material
- Online Courses for team or individual development

Ollis/Akers/Arney

LOSS CONTROL SERVICES OVERVIEW

DO YOUR EMPLOYEES KNOW HOW TO RESPOND TO A LOSS?

- A quick response to a loss can be the difference between a minor incident and a costly disaster. At Ollis/Akers/Arney, we have the resources you need to prepare your business and employees for a variety of scenarios.

HOW EFFECTIVE IS YOUR RETURN TO WORK PROGRAM?

- The longer a workers' compensation claim stays open, the more it will cost you. We can help you implement a comprehensive return to work program that will protect your bottom line, while still providing your employees with appropriate care.

ARE YOU TAKING THE PROPER STEPS TO KEEP YOUR EMPLOYEES AND BUSINESS SAFE?

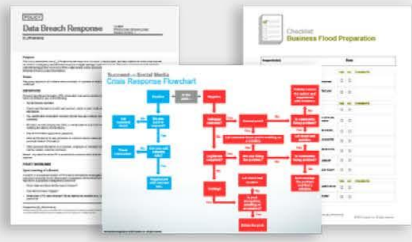
- Creating a culture of safety in the workplace is key to keeping your employees healthy and avoiding costly accidents. Our library of documents includes employee-facing articles, safety manuals and other materials that can help you ensure your business's health and safety.

417.881.8333
https://ollisakersarney.com/
2274 E. Sunshine St., Springfield, MO 65804

OLLIS/AKERS/ARNEY
INSURANCE & BUSINESS ADVISORS

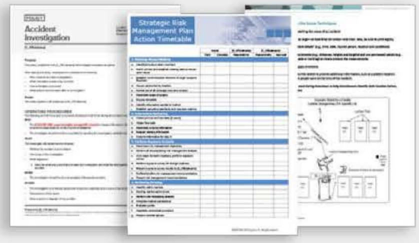
RESPONSE PLANS AND PROGRAMS

To ensure your long-term success, your business needs to be ready to respond to a number of risks at any given time. These programs and response plans can help you and your employees be ready for a wide variety of scenarios, such as severe storms, cyber attacks and workplace violence.



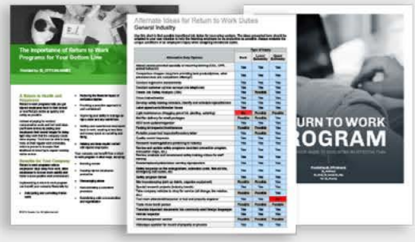
INJURY AND ILLNESS INVESTIGATION PROGRAMS

Make sure that injuries and illnesses only cost you a single time. These resources can help you establish best practices for investigating the true sources of workplace incidents and reduce the chance of costly reoccurrences.



RETURN TO WORK RESOURCES

Use these return to work materials to reduce the length of workers' compensation claims and support your employees. These policies, forms and employee communications will help ensure that everyone at your business is on the same page and focused on controlling your costs.



EMPLOYEE SAFETY COMMUNICATIONS

Access a variety of safety manuals, newsletters, flyers and other materials that you can use to promote workplace safety and lower the chances of future losses.

COST-CONTAINMENT RESOURCES

Help contain your business's costs with these evaluators, checklists and action plans. Many of these tools can be customized for your organization's specific needs, so you can see how your business is faring and learn ways to manage your losses.

Risk Management Strategy #5

What is your method for updating training, policy, and compliance documents?

Ollis/Akers/Arney is committed to keeping our clients updated with changes in federal, state, and local laws that would impact their organization, employees and/or policies. This process also includes recommendations to address any potential change and information to assist in the training of the employees impacted.

We use the following methods of communication including, although not limited to email, phone calls, online portal access, virtual meetings, in-person consultation and seminars.

Ollis/Akers/Arney has invested heavily to provide our clients relevant information regarding changes in legal compliance requirements. We have multiple conduits available to provide this information to our clients based on specific needs.

Our agency and team members belong to the Missouri Association of Independent Agents, Independent Insurance Agents of America, Beyond Insurance Global Network, National Association of HR Underwriters, SHRM and various industry specific associations.

We leverage these resources, along with numerous industry newsletters, blogs, breaking news alerts, etc. to stay up to date in the tumultuous health care and insurance marketplace. We pride ourselves on being continual students of the industry to keep our clients up to date on matters that impact their benefits programs.

Our Business Consulting Division's HR Department are members of local and national organizations in their respective fields. They stay informed on emerging trends through continuing education and provide valuable insight to our staff and clients on legislative developments.

OLLIS/AKERS/ARNEY
HUMAN RESOURCES CONSULTING

PROTECTING TOMORROW...TODAY.

2023 INNOVATIVE HR TEAM

Karen Shannon VICE PRESIDENT OF BUSINESS CONSULTING/CHRO

Karen.Shannon@ollisaa.com

Karen Shannon is the Vice-President of Business Consulting/CHRO for Ollis/Akers/Arney. Karen has served in senior leadership positions in banking and human resources for over 30 years. She and her team provided HR services to 5,000 employees across the US, United Kingdom, India and Mexico. Today, she works with clients on key business and HR strategies which have resulted in cost savings upward of $7 million.

Karen has expertise in all functional areas of Human Resources including administration, compensation and benefits, compliance, employee relations, performance management, organizational development, talent selection and management, training and development and labor relations. Karen's experience includes advanced employee relations issues including managing litigation and discrimination charges, conducting investigations, and working with federal and state commissions and regulatory agencies.

Karen received her MBA and BA in Business Administration and Economics from Drury University. She is a graduate of Leadership Missouri and is a member of the Local Issues Public Task Force for the Springfield Area Chamber of Commerce, as well as serving on the Missouri Bankers Association Board of Trustees for Banking Education. Karen was recognized by Springfield Business Journal in its inaugural Most Influential Women class in 2000 and as a 2023 Trusted Adviser. Karen is a regular speaker at national and regional conferences.

Carolyn O'Kelley HUMAN RESOURCES CONSULTANT

Carolyn.OKelley@ollisaa.com

Carolyn O'Kelley has over 25 years of leadership experience in all aspects of human resources activities including benefits, compensation, training and development, organizational development, talent selection, employee relations and legal compliance. She has worked in a variety of industries for local and national large and mid-size companies in the profit and not-for-profit arenas.

Carolyn graduated with a Bachelor of Science degree in Business Management from Missouri Southern State University and holds two HR professional certifications – Senior Professional in Human Resources (SPHR) from the HR Certification Institute (HRCI) and Senior Certified Professional (SHRM-SCP) from the Society for Human Resource Management (SHRM). She is a graduate of Leadership Springfield and has spoken to various conferences at the state and local level.

Carolyn is a member of SHRM and has served on the board for the Missouri State Council of SHRM and served in various board positions for the Springfield Chapter of SHRM. In 2016, Carolyn was President of the Springfield Area Human Resources Association (SAHRA) and nominated for the Springfield Business Journal Top Local Human Resources Professional of the Year.

Kenya Pearman HUMAN RESOURCES CONSULTANT

Kenya.Pearman@ollisaa.com

Kenya Pearman has over 20 years of Human Resources Director experience including recruiting, onboarding, employee relations, training and development, benefit administration, legal compliance and has developed employee recognition programs in the supply chain/logistics industry. Kenya has a BS in Political Science from Oklahoma State University and is actively involved in the Springfield Area Human Resources Association and the Society for Human Resource Management. Kenya holds the Senior Professional in Human Resources (SPHR) from the HR Certification Institute (HRCI) and Senior Certified Professional (SHRM-SCP) from the Society for Human Resource Management (SHRM).

Victoria Ramsey HUMAN RESOURCES GENERALIST

Victoria.Ramsey@ollisaa.com

Victoria Ramsey has more than 16 years of experience including talent acquisition, onboarding and offboarding, benefit and HR administration, and talent management in the health care, public education, and construction industries.

- **Website:** HR.OllisAkersArney.com
- **Office:** (417) 881-8333
- **Help Desk:** (800) 256-7310
- 2274 E. Sunshine St., Springfield, MO 65804

BIZ 417 2024 BEST PLACES TO WORK

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TRUSTED Advisers

OLLIS/AKERS/ARNEY
HUMAN RESOURCES CONSULTING

PROTECTING TOMORROW...TODAY.

HUMAN RESOURCES DIRECTOR 2023 INNOVATIVE HR TEAM HRD

WE OFFER SOLUTIONS
IN ALL AREAS OF HUMAN RESOURCES.

Ollis/Akers/Arney knows how challenging it is for business leaders to stay informed in all areas of Human Resources. To allow you to focus on your core business, our trusted advisors in the Business Consulting Division offer expertise, knowledge and Human Resources solutions to maximize your return and minimize business risk.

ADMINISTRATION

- Human Resources Policies & Practices
- HR Assessments
- HR Best Practices
- HR Documents & Forms
- Human Resources Information System (HRIS)
- Online HR Resource Tool
- HR Hotline

COMPENSATION & BENEFITS

- Benefit Analysis
- COBRA Administration
- FMLA Administration
- Total Rewards Statements
- Compensation Structure Analysis

COMPLIANCE

- Affirmative Action Plans
- Americans with Disabilities Act (ADA)
- COBRA
- EEO-1 Reporting
- Employment Law
- ERISA
- Family Medical Leave Act (FMLA)
- FLSA - Wage & Hour Position Review
- I-9 Audit
- Human Resources Audit
- Record Retention
- Worksite Required Postings
- Worker's Compensation

HR DEPARTMENT OUTSOURCING

- Comprehensive HR Department Facilitation

EMPLOYEE RELATIONS

- Employee Handbook
- Employee/Manager Problem Resolution
- Diversity Program
- EEOC & State Commission Investigation & Response
- Incident Reporting Hotline
- Investigations (Sexual Harassment, Discrimination, etc.)
- Management & Employee Education (Sexual Harassment, Diversity, etc.)
- Outplacement Services
- Reduction in Force and Position Elimination
- Unemployment Claim
- Workplace Violence

PERFORMANCE MANAGEMENT

- Coaching and Counseling
- Corporate Core Competency and Job-Specific Competency Integration
- Involuntary Termination Process
- Job Descriptions
- Performance Appraisal Process
- Problem Resolution Process
- Progressive Disciplinary Process

ORGANIZATIONAL DEVELOPMENT

- Employee Satisfaction Survey
- Employee Engagement Survey
- Corporate Core Values Identification, Implementation and Integration
- Succession Planning

TALENT SELECTION

- Applicant Assessment Tool
- Background Check & Drug Screening
- Behavioral-Based Interviewing Training and Implementation
- Employment Verification
- Onboarding Process
- Retained Job Search
- Talent Acquisition System (Talent Sourcing, Applicant Tracking, Job Posting, Recruiting, Competency-Based Interview Guides, Screening & Interviews)

TRAINING & DEVELOPMENT

- Management Development Training
- Individual Development Training
- Individual Development Plans
- One-on-One Coaching for Managers
- One-on-One Training for HR Professionals

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TRUSTED Advisers

Risk Management Strategy #6

Describe your firm's process to identify emerging trends specific to our industry and how you communicate these trends with your clients.

The **Ollis EDGE 360** program discussed previously in our response to the RFQ in "Risk Management Strategy #1", is the key to understanding your organization and the challenges specific to you. Through our discovery phase of the process, we identify challenges and potential risks that are outside your industries benchmark comparisons. We then design solutions, provide recommendations, implement the improvements and most importantly measure the outcomes.

In addition to our Exclusive **EDGE 360** process, Ollis/Akers/Arney enlists several methods to stay abreast of emerging trends that impact your industry.

Regional: Ollis/Akers/Arney is a member of regional and state-wide associations such as a Platinum Partner for the Missouri Association of Counties (MAC) and the Missouri Municipal League (MML). We are also members of the Missouri Association of County Clerks and Election Authorities (MACCEA). We serve as a resource for MML and MAC when they have risk-related questions. Leaders of MAC and MML associations have consulted with Ollis/Akers/Arney to address emerging risks that impact cities and counties.

National: Ollis/Akers/Arney is affiliated with many national organizations: Beyond Insurance Global Network of Agencies (BIGN), Independent Insurance Agents & Brokers of America (IIABA), Valley Insurance Agency Alliance (VIAA), HR 360, Wellness Council of America (WELCOA), Zywave, and Advisen are just a few of the resources we use to stay abreast of emerging national trends. Cyber risk and Sovereign Immunity Protection are examples of where we've led the way in educating and promoting this important exposure.

Communication: Our approach to risk management is based on an annual timeline. We meet every client no less than 4 times per year. In these meetings, we are studying past claims and forecasting emerging risks. This process also includes strategic recommendations to address identified challenges you may face.

We use the following methods of communication including, although not limited to email, phone calls, online portal access, virtual meetings, in-person consultation and seminars.

MAC CORPORATE PARTNERS

MISSOURI ASSOCIATION of County Clerks & Election Authorities · MACCEA

CCAM

Missouri Municipal League
Growing Our Communities Together

Identify the person or team dedicated to assisting with the claims process.

	MYLEAH SHRIMPTON, AIC	RACHEL RUMKER, AIC-M	
	Vice President – Claims Administration O: (417) 881-8333 D: (417) 883-4549 Myleah.Shrimpton@ollisaa.com	Claims Manager O: (417) 881-8333 D: (417) 633-7988 Rachel.Rumker@ollisaa.com	
	P&C Insurance Claims and Employee Benefits Claims tracking and resolution updates	P&C Insurance Claims and Employee Benefits Claims tracking and resolution updates	

CLAIMS MANAGEMENT

Ollis/Akers/Arney is unique in our marketplace in that we have an on-staff designated claims department to help with employer and employee claims resolution. This allows for specialization and efficiency in the often confusing and time-consuming process of working through claims.

Our role is to serve as the leader through the claims process for the insured. Our clients have found our team invaluable in the administration of their program and the validity of claims; through *timely follow up* from our claims team, *local relationships* with Providers and *effective communication* throughout the claims process. These *three* things set us apart from Regional or National brokers who don't have the same level of community engagement as Ollis/Akers/Arney.

In addition, our claims team assist the Missouri Association of Insurance Agents (MAIA) in lobbying for tort reform, and educating legislators, carrier executives, legal representatives, and medical facility executives on the challenges in the State of Missouri on claims outcomes.

Our Claims Team is led by Myleah Shrimpton, Vice President of Claims. As a former underwriter, she is dedicated to working with clients to help ensure proper mitigation, management, and resolution of claims.

Ollis/Akers/Arney is one of the *most experienced* property and casualty insurance brokerage and employee benefits consulting firms in Missouri and serves some of the region's finest public entities.

We stand out in our market due to our distinct advantage of having an in-house dedicated claims team, poised to assist in resolving both employer and employee claims efficiently. This setup enables us to provide specialized attention and streamline the often complex and time-intensive claims process, particularly within the state of Missouri.

Our clients have recognized the immense value we bring to their program administration and claims validation. Through prompt follow-ups by our dedicated claims team, strong partnerships with carriers, and clear communication at every stage of the claims process, we ensure smooth and effective resolution for our clients.

Understanding timelines, key dates, structured communications, claims monitoring with closeout tracking and more are critical to a proactive approach that has a true impact on your program.

Below is an overview of 4 core areas of our claims management services:

Claims Management Services	
Monitor Specific Claims:	This service is provided for any account where a difficult claim exists, as identified by the account executive, claims managements specialist or client. This service includes intervention in lawsuits and any claim where the insurance carrier fails to act in a timely and responsible manner.
Claims Report:	Claims analysis and reporting is provided and reviewed on a quarterly basis and/or a mutually agreed upon reporting timeline.
Claims Meetings:	Client meetings are scheduled as part of our mutually agreed upon Preferred Client Agreement (PCA). With measurements and accountability strategies implemented as the outcome.
Workers' Compensation Claims:	We will conduct a workers' compensation claims review prior to the unit stat card filing. This service is provided for workers' compensation customers when requested by the customer and/or customer account executive.

Insurance Support Services/Capabilities #2

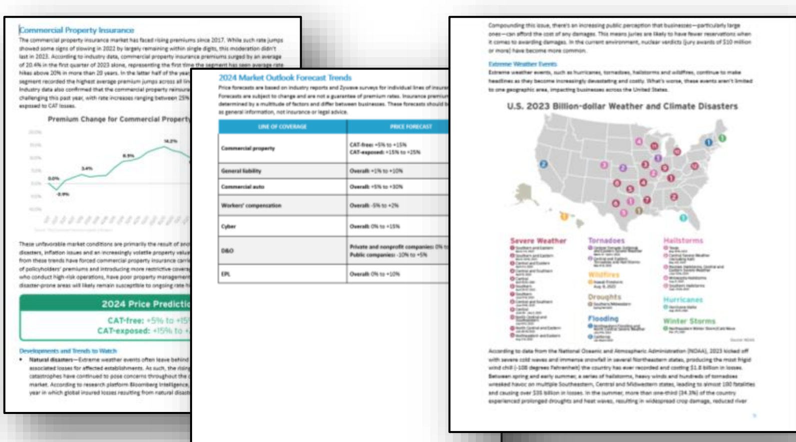
Describe your organization's capabilities in ongoing plan management. Include how do you educate clients on market trends, benchmarks, and forecasted budget impacts.

Ollis/Akers/Arney Insurance & Business Advisors understands the importance of making educated plan design decisions. Having the data that measures your risk vs. risk of similar organizations and locations is key to establishing your specific Risk Profile. Using only one resource for benchmarking or to score your profile can create a flaw in the decisions to be made. This is why we use **multiple benchmark resources** to help you balance cost control and plan value. We then use this data to describe your unique story to the insurance carriers. This provides an opportunity for increased participation among the carriers and ultimately helps control your costs long-term.

We have a proprietary Ollis Edge 360 Risk Profile Improvement Scoring system that was developed by Ollis/Akers/Arney in the late 1990's. Other agencies have attempted to adopt this program due to its success in improving outcomes for those we work with. The challenge for others is providing a comparable outcome due to the lack of knowledge around how to measure the program and access to our proprietary system.

We have invested in 3 systems to assist in the scoring/benchmarking of our clients' programs. These 3 systems, used in conjunction, maximize the **Ollis EDGE 360** Risk Profile Improvement score accuracy and confirm the decision process to be used.

The first of the 3 sources includes an extensive **Plan Design Benchmark Report** that compares data from over 50,000 plans nationwide and breaks down data by *region*, *employer size*, *industry* and *plan type*—so you can isolate what similar employers are doing in each area of your plan. This source also includes a report that provides risk specific forecasting and plan component comparisons. It provides details on key drivers of insurance and how to minimize the impact to individual companies. This allows for targeted plan decisions and industry impacting trends for budget forecasting.



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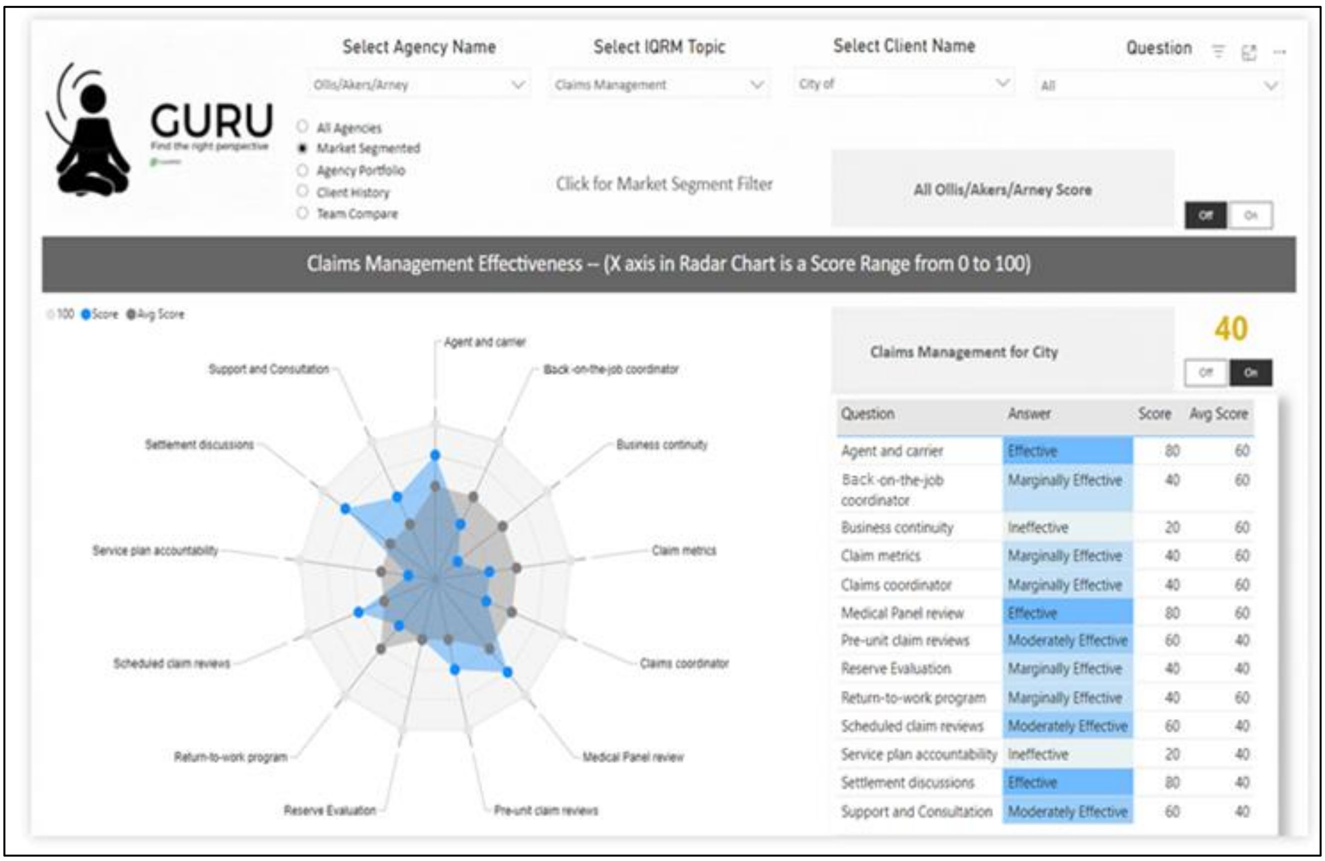

We take the information from our 2 studies previously reviewed, topics from our discussion with key employees and enter this all into our Exclusive **Ollis EDGE 360 Risk Profile.**

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This benchmark assessment has also been recognized by carriers as the Gold Standard for the insurance industry.

We take all 3 resources to design a targeted strategic plan for our clients including, correct carrier offerings, recommended limits and maximized budget containment. In addition to the benchmark value provided, the impact on your organization through the risk reduction approach is even greater.

OLLIS/AKERS/ARNEY
INSURANCE & BUSINESS ADVISORS

PROTECTING TOMORROW...TODAY.

Insurance Support Services/Capabilities #3

Provide the transition plan timeline you would implement if selected as our partner.

The below timeline is an initial draft to establish our partnership. We would work closely with your team, through our **EDGE 360** process, to coordinate the due dates, areas of focus and who is responsible to meet the targeted strategic plan we develop together.

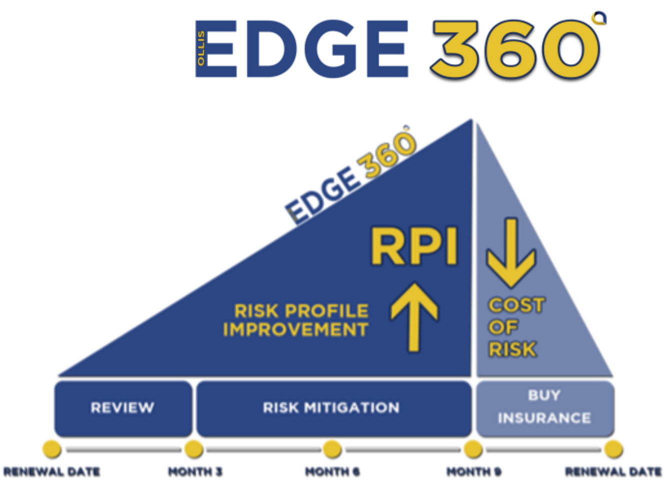
DUE DATE	MEETING TOPIC/FOCUS AREA/DELIVERABLES	RESPONSIBLE PARTY
May 2025	• Broker of record awarded and signed appointing Ollis/Akers/Arney	City of Carthage
May 2025	• Begin transfer of policy and claims information to Ollis/Akers/Arney from current agent/carriers	City of Carthage
June 2025	• Transition and strategic planning meeting • Complete transfer of policies from prior Agency • Renewal preparation and review • Discuss anticipated market conditions • Update required marketing information and applications	City of Carthage & OAA Team
June 2025	• Develop and communicate valued client story • Carrier marketing and negotiations	OAA Team
July 2025	• Market Options and Recommendations Presented • Development of Preferred Client Agreement Timeline	City of Carthage & OAA Team
July 2025	• Notify carriers of decision • Implement carrier partnership • Employee education and communication outline	OAA Team
September 2025	• Implement Preferred Client Agreement Timeline	OAA Team

What resources or tools do you offer your clients to demonstrate improvement and effectiveness of the program at reducing risk? Provide 3 examples where these resources or tools have benefited a current client.

As you have seen throughout our response to this RFQ, The Ollis/Akers/Arney exclusive **EDGE 360** establishes the strategic plan for improving your Risk Profile Score. This is **the PREMIER MEASUREMENT FOR RISK PROFILE IMPROVEMENT.**

This process establishes a baseline for your organization and provides a roadmap for improvement over time. We use the baseline to assist in measuring the success for the solutions we implement together throughout the year and to demonstrate your story Risk Profile Improvement to the marketplace.

Insurance cost at the mercy of Industry wide analytics



Insurance cost reflective of RPI and Loss Ratio Improvement

Ollis/Akers/Arney is committed to our investment in client facing tools and resources that can be tailored to the individual needs of each client.

From training modules to compliance updates and guidance, we are experts in this field and have chosen to devote our time and resources to improving the Risk Profile of our Clients.

Examples of how our business model and resources have shown a benefit to our clients are below:

1. **Cyber Risks –** Cyber security and the insurance marketplace have experienced continued impacts over the past 3 years. Working with one of our public entity partners,
   Ollis/Akers/Arney shared early education on the requirement to add multi-factor authentication and provided the projected next level expectation of social engineering tests to improve options of coverage and improved program design. This early education and preparation allowed the clients to plan for an efficient transition. In addition, when obstacles arose, our documented plan with measurements provided the carriers with a timeline for updates to the requirements needed and allowed for negotiated options to consider. The cost of the initial risk management was realized two times with the savings on their cyber liability premiums in just the first year.

2. **Building Schedules, Valuations and Coverages –** Working with a public entity client Ollis/Akers/Arney completed a property review including photos, building schedules, updated valuations and confirmed appropriate coverage limits providing the client a detailed book for their records. This book helped the decision makers understand their current assets and budgetary expectations early in their planning process. In addition, areas of improvement were noted allowing them to make updates and minimize potential risks. Areas where deferred maintenance could potentially cost them thousands of dollars were noted giving the entity data to consider for long term planning. This was estimated to save the entity $50,000 to $75,000 in future unpaid or underinsured claims.

3. **Law Enforcement Department Training Programs and Risk Management –** While conducting our 360 analysis for a City in Missouri, we uncovered that Law Enforcement was paying a third-party vendor for Staff training. We combined the Ollis/Akers/Arney trainings and the law enforcement trainings through the carrier to develop a specific plan for their team. This training provides certification for law enforcement and vehicle safety training. In addition, trainings to minimize workplace injuries, sexual harassment and more are considered in the program. This training was exactly the same training they were receiving from their third-party vendor for which they were paying $14,000 per year. Simply making the switch resulted in $14,000 going straight back into the budget.

Sample Resources and Tools most utilized by our clients:

This Risk Profile Management Score from the **EDGE 360** process is where the impact for our clients has created such excitement in the industry that many other agencies recognize the Ollis/Akers/Arney model as the Leader in Risk Profile Improvement.

The assessment and measurements of improvement have also been recognized by multiple carriers as the Gold Standard for the insurance industry in our region.

We develop your targeted strategic plan and confirm improvement throughout the year and over the length of our relationship. This assists with identifying the correct carrier offerings, recommended limits and maximize budget containment as well.

In addition to the benchmark value provided, the impact on your organization through the risk reduction approach is even greater. With demonstrated results of improved safety, reduced claims, budget forecasting, employee engagement and more.

Added to our **EDGE 360** Risk Profile Management Score is the investment in cutting-edge technologies to enhance online, on demand content for you when you need it. Our approach revolves around accessibility, engagement, and efficiency. We are committed to continued investment in national leading software and technology for a simplified and effective client experience.

The information that follows provides an overview of the key systems used by our clients and their employees today. While there are several technology systems we have invested in, your account team will work with you to identify the best fits and highest impact opportunities for implementation.

In addition to investing in various technology, Ollis/Akers/Arney has invested in a dedicated position for **Client Technology Support**. This position provides initial set up coordination, onboard training and continued support for any challenge you may encounter.

Pam Klein, CISR-Elite: ***Product and Client Technology Specialist***
417.881.8333 | Pam.Klein@ollisaa.com

Education & Training

We provide exceptional service through our education and training opportunities. Our employee seminars are designed to help educate employees, promote health care consumerism and reduce high claim utilization and high dollar claim expenses. We also will provide you with access to our Learning Management Center for online training courses that can be easily tracked and documented. This online tool has over 200 courses available for selection. In addition, we will provide educational articles and newsletters to keep you informed of hot benefits and HR-related topics.

Ollis/Akers/Arney EDGE Client Portal

We offer our clients "**EDGE**", a web-based client portal that allows you to access information and resources from our agency online, participate in Employee Benefit surveys to find out how you compare to others from around the country, and easily access informative print ready electronic material. These fliers/newsletters cover many different areas of employee benefits from compliance to wellness education.

TECHNOLOGY ADVANTAGE

OLLIS/AKERS/ARNEY
INSURANCE & BUSINESS ADVISORS

PROTECTING TOMORROW...TODAY.

OLLIS/AKERS/ARNEY
EDGE SOLUTIONS

Our EDGE 360 client portal is your go-to customer service resource to find the content and tools needed to stay compliant, manage risk, and build a better workforce.

WITH OUR **EDGE** CLIENT PORTAL YOU CAN:

- ✓ Solve your business's unique pain points with centralized tools and content
- ✓ Easily navigate the complex world of compliance and risk management
- ✓ Effectively handle tasks of revolving employees using portal resources

THE OLLIS EDGE LEARNING CENTER

The Ollis Edge Learning Center makes it easier than ever for you to provide the training courses you need to promote a safe and compliant workplace. The Learning Center is mobile-ready, so learners can complete training courses anytime, anywhere.

WITH OUR **EDGE** LEARNING CENTER YOU CAN:

- ✓ Set up your employees in minutes
- ✓ Provide separate courses to employees, managers, or other groups you create
- ✓ Easy-to-use dashboard allows for simple tracking of employee course completion
- ✓ System issues certificates of completion per course for each employee
- ✓ More than 200 training courses available

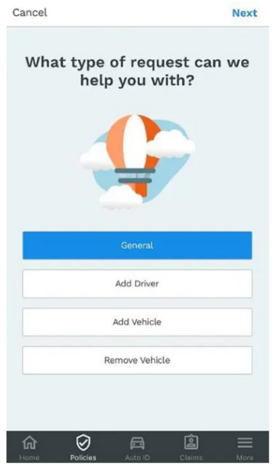
InsurLink

Your direct connection to your agency.

Get direct 24/7 access to:

- ✓ Documents
- ✓ Auto IDs
- ✓ Policies
- ✓ Certificates
- ✓ Agency Contact Information

- Request changes to policies such as adding or removing vehicles
- Request new certificates
- Add new holders
- Save auto IDs for offline access
- Upload and download documents securely



OllisAkersArney.com | 417.881.8333

Employee Navigator centralizes your HR records online and syncs your employee data across multiple systems, including payroll and benefits.

Centralized HR

Streamline Employee Management

Know instantly when enrollment events occur and minimize claim and billing issues.

Employee Self-Service

Easy-to-use self-service portal puts employees in the driver's seat.

Enhance Communication

Whether it's benefits, compliance, or company communications, employees are always in the loop.

Online Directory

Keep your entire team connected.

Indio simplifies the insurance application process to make it fast, collaborative, and easy, saving you time and eliminating redundancies in data gathering. Clients can expect an insurance experience that's both uniquely personal and easily accessible.

Indio's proprietary "smart" form technology digitally enhances insurance forms and applications, making the application and renewal experience fast, simple, and easy.

- ✓ Bank-Grade Security
- ✓ Cloud-Based Platform
- ✓ Data Standardization

The Intelligence Quotient for Risk Management, or IQRM, measures exposures and determines the general effectiveness of strategies to manage risk.

It also benchmarks performance against ideal industry standards and facilitates the design of risk control and mitigation strategies.

The **IQRM** Modules facilitate your ability to:

- ✓ Become better educated about risk issues facing your organization.
- ✓ Benchmark performance against ideal industry standards.
- ✓ Consider best practices to control and mitigate risks.
- ✓ Access reference resources to gain further knowledge of the implications of risk.
- ✓ Design an action plan to improve the IQRM score.
- ✓ Have a positive impact on business performance by taking an enterprise-wide solutions approach.
- ✓ Leverage the IQRM improvement process to achieve positive results in the insurance marketplace.

Wellness and Educational Programs and Events

Insurance Support Services/Capabilities #5

Provide an example of results you've obtained for a client and your method of measurement of your success over multiple policy periods.

Below you will find an example where our **EDGE 360** model impacted the commercial insurance and an example where the **EDGE 360** impacted the employee benefits program over multiple policy periods.

The first example includes a specific instance where the **Ollis EDGE 360** process obtained significant results for a client by identifying a challenge within employee safety and its direct impact on Worker's Compensation. An experience modifier is a number that reflects how well you are managing your workers compensation program. 1.0 is the neutral number, if your experience modifier is higher than that you are moving into our "red" area. There is a financial penalty associated with being above 1.0. If your experience modifier is below 1.0, you are in our "green" area. You will pay less premiums than other similar entities because you are running a program with better results.

We were selected as a partner for a large organization. This account was "running a fever" with an experience modifier of 1.7. The modifier had reached such a high level for 2 reasons primarily; claims were not being managed and closed out properly, and a return-to-work/light-duty program was not being utilized. The person in charge of the insurance program didn't know there was anything that could be done, as the former agent provided claims updates with a backwards view focus. The discussions did not include strategic impact planning for future results.

Over the next 5 years, we were able to lower the experience modifier from 1.68 to 0.87. In dollars and adjusted for inflation, our client went from paying $336,000 in workers compensation premium per year to paying $174,000 per year.

We place a heavy emphasis on managing work comp programs, especially when the entity has a Justice Center (Jail). Accidents will happen, it is our job to work with our clients to decrease the frequency and severity of claims resulting from workplace accidents.

Outline your process for identifying services that would be recommended and implemented in a Long-Term Plan if selected as the broker of record. Provide specific examples.

Ollis EDGE 360, along with our experienced team approach, brings innovative and comprehensive, real-world solutions to organizations that will address obstacles facing leaders in our region and across the country.

To accomplish our work with each unique client Ollis/Akers/Arney employs an Exclusive and Proprietary process:

Insurance cost at the mercy of Industry wide analytics

Insurance cost reflective of RPI and Loss Ratio Improvement

Our Exclusive **Ollis EDGE 360** is a documented program including strategic solutions, timelines, measurements, and continuous monitoring as shown below. This process is the cornerstone of our success in helping our client partners reduce risk and control cost in both the short and long-term.

We utilize four primary methods for determining high priority items for each individual client.

1. **IQRM's**, which are a diagnostic tool that is driven by client responses
2. **Key Personnel Interviews** to gain multiple viewpoints on perceived risks throughout the entity
3. **Benchmark and DATA Analytics** providing trend data, program best practice comparisons and ensuring the best program for your specific organization's needs
4. **Industry specific education and emerging trends** via attendance and involvement with local and national associations by our Advisor and Executive team.

Through the **Ollis EDGE 360** process, each policy term we identify 2-4 high priority items to impact while monitoring the remaining risk factors that are identified. This process is documented in our **EDGE 360** Scorecard.

Our benefits approach mirrors our property and casualty strategy. We look at your risk holistically and implement the same process and tools to identify areas that we can improve to highlight your organization's valued partner story as a top of stack submission to the carriers.

By using our tools listed above we are able to compile a scorecard. This gives us a roadmap of areas that you may be doing exceptionally well in as well as areas that need improvement. We then share this information with your team and together we decide on the focus areas that we will spend the next twelve months improving. The scorecard is a continuation document throughout the length of our relationship. This provided both of us with a clear view for the past, present and future of our program together addressing the short- and long-term goals we have outlined.

A great example of this is improving the use of claims data to drive the program forward. We spend a great deal of time reviewing claims data, providing analysis to our clients regularly, and developing forward looking plans to impact future outcomes. This helps ensure there are no surprises come renewal time.

Armed with claims DATA and plan information, we set up communication programs to educate employees resulting in better outcomes for safety programs and employee benefits plans. We are able to advise employees with improved education that targets specific needs.

We provide options that effectively work at saving the employee and the organization time and energy.

OLLIS/AKERS/ARNEY

INSURANCE & BUSINESS ADVISORS

PROTECTING TOMORROW...TODAY.

HUMAN RESOURCES DIRECTOR
2023
INNOVATIVE
HR TEAM
HRD

BIG "I"
BEST PRACTICES
AGENCY
2024

INSURANCE BUSINESS AMERICA
2024
TOP
INSURANCE
EMPLOYER
InsuranceBUSINESS

BBB
Better Business Bureau
2020
TORCH
Awards

2020 WINNER
BBB TORCH Award
Celebrating Exceptional
Ethics and Service
BBB Serving Eastern & Southwest Missouri & Southern Illinois

BiZ 417
2024
BEST PLACES
TO WORK

OLLIS / AKERS / ARNEY
INSURANCE & BUSINESS ADVISORS

City of Carthage
Preferred Client Agreement

This schedule of activities demonstrates to you the on-going plan of risk management and strategic planning we will provide to your firm. The plan will provide both of us with an established schedule of dates for implementation of the designed plan, exposure and emerging trend updates, plan monitoring and general handling of on-going support and services.

Date	Action items	Responsible party
May 2025	Present Preferred Client Agreement Agent of Record signed	Jeff Chronister
June 2025	• Present Renewal • Review coverages and schedules for accuracy	Jeff Chronister
September 2025	• Policy review and delivery Risk assessment and Index development Begin property assessments	Jeff Chronister
December 2025	• Claims review • Mod Master E-Mod projection • Present Risk assessment Results and finalize strategic plan.	Jeff Chronister Myleah Shrimpton
February 2026	• Renewal Review	Jeff Chronister
May 2026	• Present renewal proposal	Jeff Chronister

In addition to the above scheduled items, the following are services which our agency will provide you on an ongoing basis during the policy year:

- Monitor your business to increase knowledge of your county's operations
- Review claims information and management planning
- Assist in developing communication programs for your employees
- Attend additional meetings upon request
- Report trends in the insurance industry and how they could affect your County
- As We Agreed letter following each visit restating service items agreed to

Jeff Chronister AAI
Ollis Akers Arney
Advisor

____
Client

RESOLUTION NO. __2087____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARTHAGE GRANTING AN ADMINISTRATIVE LOT SPLIT FOR PROPERTY LOCATED EAST OF SOUTH GRAND AVENUE ON EAST FIR ROAD CONSISTING OF APPROXIMATELY 20.51 ACRES.

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

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

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

WHEREAS, staff presented its recommendation to the Public Works Committee at its regularly scheduled meeting of May 6, 2025 for action and recommendation to the City Council; and

WHEREAS, on May 6, 2025, the Public Works Committee considered and discussed the staff recommendation and voted unanimously in favor of recommending said administrative lot split to the City Council.

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

That pursuant to Section 22-21 (d) of the Code of Carthage, the administrative lot split located East of South Grand Avenue on East Fir Road consisting of approximately 20.51 acres, in the City of Carthage, Missouri as recommended by the City's Public Works Committee is hereby approved as submitted (attached)

PASSED AND APPROVED THIS ____ DAY OF ______, 2025.

____
David B. Flanigan, Mayor

ATTEST:

____
Miranda Deal, City Clerk

Sponsored by: Public Works Committee

Maps/plat of property will be included. 3pgs.

BOUNDARY SURVEY
LOCATED IN THE NW1/4 OF THE NW1/4 OF SECTION 22, TOWNSHIP 28 NORTH, RANGE 31 WEST OF THE 5th PRINCIPAL MERIDIAN CITY OF CARTHAGE JASPER COUNTY, MISSOURI

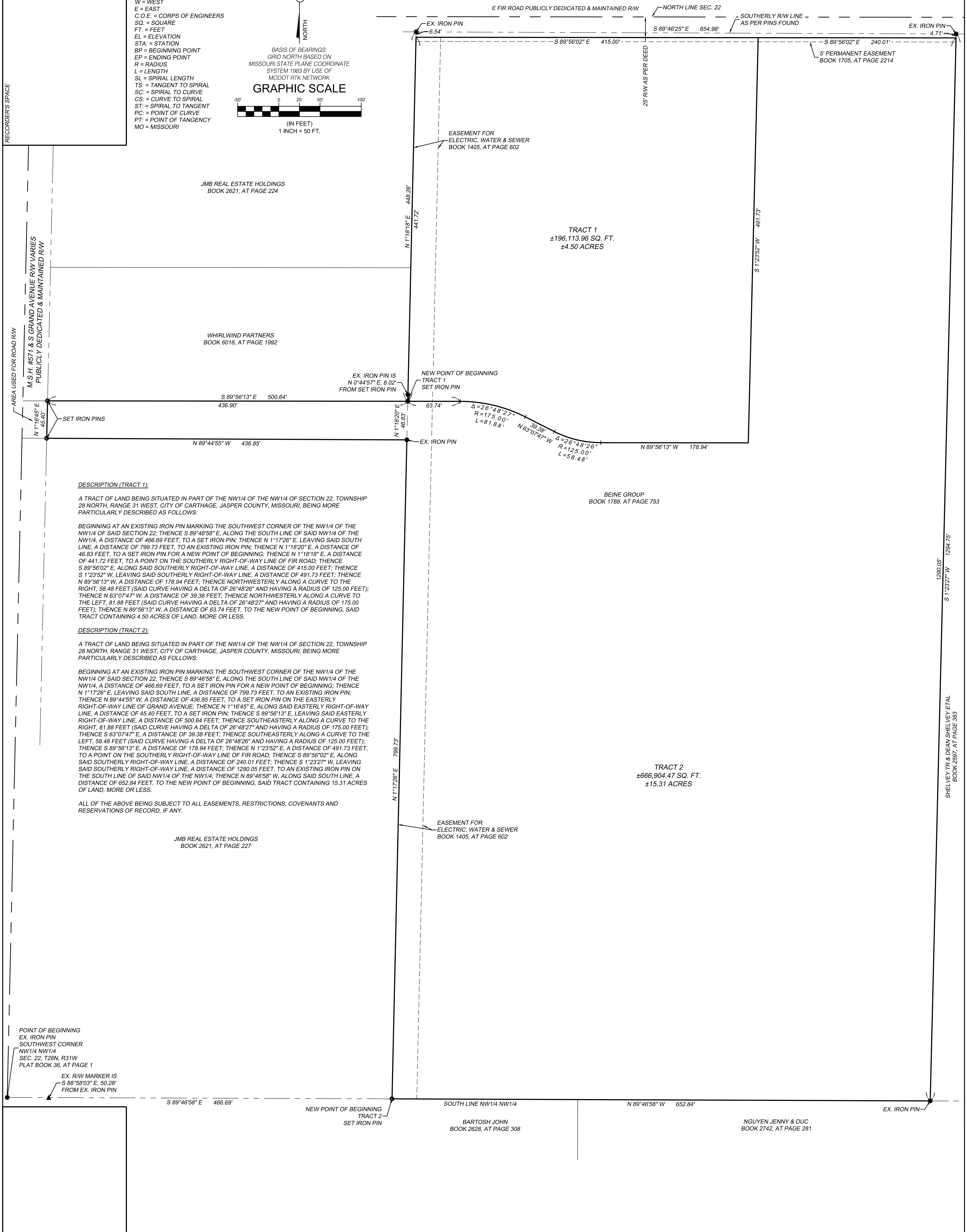
RECORDER'S SPACE

ABBREVIATION LEGEND:

R/W = RIGHT-OF-WAY
M.S.H. = MISSOURI STATE HIGHWAY
EX. = EXISTING
CHD. = CHORD
DIST. = DISTANCE
BRNG. = BEARING
SEC. = SECTION
T = TOWNSHIP
R = RANGE
N = NORTH
S = SOUTH
W = WEST
E = EAST
C.O.E. = CORPS OF ENGINEERS
SQ. = SQUARE
FT. = FEET
EL = ELEVATION
STA: = STATION
BP = BEGINNING POINT
EP = ENDING POINT
R = RADIUS
L = LENGTH
SL = SPIRAL LENGTH
TS: = TANGENT TO SPIRAL
SC: = SPIRAL TO CURVE
CS: = CURVE TO SPIRAL
ST: = SPIRAL TO TANGENT
PC: = POINT OF CURVE
PT: = POINT OF TANGENCY
MO = MISSOURI

BASIS OF BEARINGS:
GRID NORTH BASED ON MISSOURI STATE PLANE COORDINATE SYSTEM 1983 BY USE OF MODOT RTK NETWORK

GRAPHIC SCALE
-50' 0 25' 50' 100'
(IN FEET)
1 INCH = 50 FT.



DESCRIPTION (TRACT 1):

A TRACT OF LAND BEING SITUATED IN PART OF THE NW1/4 OF THE NW1/4 OF SECTION 22, TOWNSHIP 28 NORTH, RANGE 31 WEST, CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIN MARKING THE SOUTHWEST CORNER OF THE NW1/4 OF THE NW1/4 OF SAID SECTION 22; THENCE S 89°46'58" E, ALONG THE SOUTH LINE OF SAID NW1/4 OF THE NW1/4, A DISTANCE OF 466.69 FEET, TO A SET IRON PIN; THENCE N 1°17'26" E, LEAVING SAID SOUTH LINE, A DISTANCE OF 799.73 FEET, TO AN EXISTING IRON PIN; THENCE N 1°18'20" E, A DISTANCE OF 46.83 FEET, TO A SET IRON PIN FOR A NEW POINT OF BEGINNING; THENCE N 1°18'18" E, A DISTANCE OF 441.72 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF FIR ROAD; THENCE S 89°56'02" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 415.00 FEET; THENCE S 1°23'52" W, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 491.73 FEET; THENCE N 89°56'13" W, A DISTANCE OF 178.94 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT, 58.48 FEET (SAID CURVE HAVING A DELTA OF 26°48'26" AND HAVING A RADIUS OF 125.00 FEET); THENCE N 63°07'47" W, A DISTANCE OF 39.38 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT, 81.88 FEET (SAID CURVE HAVING A DELTA OF 26°48'27" AND HAVING A RADIUS OF 175.00 FEET); THENCE N 89°56'13" W, A DISTANCE OF 63.74 FEET, TO THE NEW POINT OF BEGINNING, SAID TRACT CONTAINING 4.50 ACRES OF LAND, MORE OR LESS.

DESCRIPTION (TRACT 2):

A TRACT OF LAND BEING SITUATED IN PART OF THE NW1/4 OF THE NW1/4 OF SECTION 22, TOWNSHIP 28 NORTH, RANGE 31 WEST, CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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ALL OF THE ABOVE BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS, COVENANTS AND RESERVATIONS OF RECORD, IF ANY.

RECORDER'S SPACE

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT AT THE REQUEST OF: TRACTOR SUPPLY COMPANY, THAT I HAVE MADE AN ACTUAL AND ACCURATE SURVEY OF THE LAND DESCRIBED HEREON AND FOUND THE CONDITIONS TO BE AS INDICATED. IN MY OPINION THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

STATE OF MISSOURI
JACK E. HOUSEMAN
NUMBER
PLS-2005019222
5/7/2025
LAND SURVEYOR

JACK E. HOUSEMAN P.L.S. 2005019222

PLATS THAT DO NOT SHOW A SEAL IMPRINT IN BLUE INK MAY HAVE BEEN FRAUDULENTLY ALTERED. DISREGARD ALL INFORMATION UNLESS VERIFIED BY THE PROFESSIONAL LAND SURVEYOR WHOSE SIGNATURE APPEARS ABOVE.

PREPARED FOR:

TRACTOR SUPPLY COMPANY

PROJECT #: 7382
DRAWING #: 7382 BNDRY 1
DATE: 4/28/2025
REVISION DATE: 5/7/2025
DRAWN BY:
CHECKED BY: J. HOUSEMAN
SHEET: 1 OF 1
SCALE: 1" = 50'
MO COA #2022043688

MONUMENT LEGEND:

- SET 1/2" IRON PIN
- EX. 1/2" IRON PIN
- EX. STONE
- EX. C.O.E. MONUMENT
- EX. R/W MONUMENT
- EX. ALUMINUM MONUMENT

SECTIONAL MAP
SEC. 22, T28N, R31W
CITY OF CARTHAGE
JASPER COUNTY, MO

Houseman Land Survey
Missouri • Arkansas
101 STATE DRIVE, SUITE 200
HOLLISTER, MO 65672
PHONE: 417-544-1147

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BEGINNING AT AN EXISTING IRON PIN MARKING THE SOUTHWEST CORNER OF THE NW1/4 OF THE NW1/4 OF SAID SECTION 22; THENCE S 89°46'58" E, ALONG THE SOUTH LINE OF SAID NW1/4 OF THE NW1/4, A DISTANCE OF 466.69 FEET, TO A SET IRON PIN FOR A NEW POINT OF BEGINNING; THENCE N 1°17'26" E, LEAVING SAID SOUTH LINE, A DISTANCE OF 799.73 FEET, TO AN EXISTING IRON PIN; THENCE N 89°44'55" W, A DISTANCE OF 436.85 FEET, TO A SET IRON PIN ON THE EASTERLY RIGHT-OF-WAY LINE OF GRAND AVENUE; THENCE N 1°16'45" E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 45.40 FEET, TO A SET IRON PIN; THENCE S 89°56'13" E, LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 500.64 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT, 81.88 FEET (SAID CURVE HAVING A DELTA OF 26°48'27" AND HAVING A RADIUS OF 175.00 FEET); THENCE S 63°07'47" E, A DISTANCE OF 39.38 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT, 58.48 FEET (SAID CURVE HAVING A DELTA OF 26°48'26" AND HAVING A RADIUS OF 125.00 FEET); THENCE S 89°56'13" E, A DISTANCE OF 178.94 FEET; THENCE N 1°23'52" E, A DISTANCE OF 491.73 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF FIR ROAD; THENCE S 89°56"02" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 240.01 FEET; THENCE S 1°23'27" W, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1290.05 FEET, TO AN EXISTING IRON PIN ON THE SOUTH LINE OF SAID NW1/4 OF THE NW1/4; THENCE N 89°46'58" W, ALONG SAID SOUTH LINE, A DISTANCE OF 652.84 FEET, TO THE NEW POINT OF BEGINNING, SAID TRACT CONTAINING 15.31 ACRES OF LAND, MORE OR LESS.

ALL OF THE ABOVE BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS, COVENANTS AND RESERVATIONS OF RECORD, IF ANY.

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