City of Carthage, Missouri
CITY COUNCIL

May 27, 2025 - 6:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance to Flag**
4. **Calling of the Roll**
5. **Reading and Consideration of Minutes of Previous Meeting**
    1. Approval of May 13, 2025 Special Closed Session Minutes
    2. Approval of May 13, 2025 Regular Session Minutes
6. **Presentations/Proclamations**
7. **Public Comments**
    (Each person addressing the Council shall state their name and address or the organization or firm represented and is limited to no more than five (5) minutes. The time may be extended by the chair if deemed necessary. Once a person has had their say on a particular issue they are not permitted to once again speak on the issue unless called to answer any further questions by the Council or Chair)
8. **Reports of Standing Committees**
    1. Agendas and Minutes of Standing Committees
9. **Reports from Special Committees and Board Liaisons**
    1. Agendas and Minutes of Special Committees
10. **Report of the Mayor**
11. **Reports/Remarks of Councilmembers**
    (During reports/remarks of councilmembers, members of the council may take this opportunity to report on meetings, make comments and/or express concerns regarding current issues impacting the city, or make announcements concerning topics of interest of the council.)
12. **Administrative Reports**
13. **Report of Claims Presented Against the City**
    1. Motion and a second to approve the Claims
14. **Public Hearings**
15. **Old Business**
    1. C.B. 25-25 -- 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

2. 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.
3. 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 Kissee Mills, Missouri for the HH and Chapel Road Sidewalk project in the amount of $289,559.00, in the City of Carthage, Missouri.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. C.B. 25-33 -- An Ordinance authorizing the Mayor to enter into a contract with Guaranty Bank for Banking Services.
10. 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.
11. 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.

16. New Business

1. C.B. 25-36 -- An Emergency Ordinance authorizing the Mayor to enter into an amended contract with the Fair Acres Family Y, Inc. to increase the fees for the pool in the City of Carthage, Missouri
2. C.B. 25-37 -- An Ordinance changing the golf cart rental fees at the Carthage Municipal Golf Course
3. C.B. 25-38 -- An Ordinance authorizing the Mayor to enter into a contract with A to Z Theatrical Supply and Services for the purchase and installation of new backstage curtains at Memorial Hall for the amount of $32,250.00, in the City of Carthage, Missouri

17. Mayor’s Appointments

18. Resolutions

1. Resolution 2088 -- A Resolution approving the declaration as surplus to the City's needs and authorizing the disposition of the indoor hitting bay
2. Resolution 2089 -- A Resolution affirming the City of Carthage's dedication to public safety and its commitment to reducing violent crime within its jurisdiction

19. Closing Comments

20. Executive Session

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

21. Adjournment

1. Additional Packet Correspondence

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

CLOSED SESSION
MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
May 13, 2025

The Carthage City Council met in a special closed session on the above date in the City Hall Conference Room at 6:00 p.m. with Mayor David B. Flanigan presiding.

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.

Attorney Jon Gold, City Administrator Traci Cox, City Clerk Miranda Deal, and MPR Attorney Matt Gist were also present.

The City's liability insurance company MPR reached a settlement with Mr. Dagnan in the matter of Greg Dagnan v. City of Carthage. MPR's attorney Matt Gist presented the settlement agreement to Council for discussion and possible approval by the City. Council engaged in a discussion of the terms of the settlement.

Ms. Schramm made a motion, seconded by Ms. Gilpin, to table the decision until the May 27 Council Meeting. Motion failed by a roll call vote of 4 yeas and 6 nays. Ayes: Peterson, Gilpin, Schramm, Wells. Nays: Leece, West, Perkins, Thorn, Barlow, Snow.

Mr. Snow made a motion, seconded by Mr. Thorn, to accept the settlement agreement presented by Attorney Gist. Motion carried by a roll call vote of 7 yeas and 3 nays. Ayes: Leece, West, Perkins, Thorn, Barlow, Snow, Wells. Nays: Peterson, Gilpin, Schramm.

Mr. Snow made a motion, seconded by Mr. Thorn, to allow the Mayor to sign the settlement agreement on behalf of the City. Motion carried by a roll call vote of 10 yeas and 0 nays. Ayes: Peterson, Gilpin, Leece, West, Perkins, Thorn, Barlow, Snow, Schramm, Wells.

Ms. Leece made a motion, seconded by Mr. Snow, to adjourn the special closed session Council Meeting at 6:45 p.m. followed by a roll call vote of 10 yeas and 0 nays. Ayes: Peterson, Gilpin, Leece, West, Perkins, Thorn, Barlow, Snow, Schramm, Wells. Motion carried and meeting adjourned.

Respectfully submitted,
Miranda Deal
City Clerk

City of Carthage, Missouri

CITY COUNCIL

MAY 13, 2025 – 7:00 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=JlU2Fw_xTjk

The Carthage City Council met in regular session on the above date in Council Chambers at 7:00 PM with Mayor David B. Flanigan presiding. Fire Chief Jason Martin gave the invocation. Police Captain Chad Dininger led the flag salute.

The following Council Members answered roll call: Derek Peterson, Kate Gilpin, Ray West, Lori Leece, Jack Perkins, David Thorn, Tom Barlow, Alan Snow, Jana Schramm, and Ron Wells. City Administrator Traci Cox and City Attorney Jon Gold were also present.

The following Department Heads were present: Police Captain Chad Dininger, 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.

Ms. Leece made a motion, seconded by Mr. Peterson, to approve the minutes of the April 22, 2025 Council meeting. Motion carried.

Mayor Flanigan reported that he presented a few proclamations over the last couple of weeks. He attended the Earth Day and Arbor Day event at Central Park on April 26 and presented proclamations for Earth Day and Arbor Day. He also presented a proclamation at the May 1 National Day of Prayer event on the Courthouse lawn. He also presented a proclamation at the May 2 Chamber Coffee event that was hosted by CW&EP to kick off Drinking Water week that was May 4-10.

During Public Comments, Sally Stuart with Vision Carthage thanked everyone for their help during the community clean up on April 26 and thanked those who helped with the plantings around town.

Mr. Snow reported that the Budget Ways and Means Committee met on May 12th. The committee discussed and approved forwarding the MOU with the CEDC for the next three years. That MOU appears in Council Bill 25-32. The committee also discussed and approved forwarding the Senior Center Contract, which appears in Council Bill 25-31. The committee discussed the budget and where it is currently at. There are still some cuts and decisions to be made. The CWEP budget hearing is scheduled for May 14 at 5:30. There will be a special budget meeting to discuss budget perfection, this date will be June 4 at 5 pm. This will take the place of the regular meeting.

Ms. Leece reported that the Committee on Insurance, Audit and Claims met on this day and approved the claims. Ms. Cox reported that the broker agreement with Ollis/Akers/Arney is paid for by commission through Midwest Public Risk. The banking bids were received and Guaranty Bank had the highest interest rate and they are the current provider for services. The next meeting is scheduled for May 27 at 5:30.

Mr. Snow the reported that the Public Safety Committee is between meetings. The next meeting will be on May 19th at 5:30.

Ms. Schramm reported the Public Services Committee is between meetings. The next meeting will be on May 20th at 5:30.

Mr. Peterson reported the Public Works Committee met on May 6th. The committee discussed an update to the bumpout's on the corners of the square and how it will affect snow removal. The bump out plans have been modified to make them removable so they can be removed for snow removal and then put back in place. The committee approved the Verizon cell tower agreement for Marian Days, which appears as Council Bill 25-25. They reviewed the bids for the West Macon and Center Street box culverts that appears in Council Bill 25-26. The East Chestnut culvert bid was approved and appears in Council Bill 25-28. The Chapel Road sidewalk bid was approved and appears in Council Bill 25-27. A lot split for a piece of property south of town was approved and appears in Resolution 2087. The split will allow further development south of town. There were discussions with Sally Stuart about beautifying the Oak Street Bridge, and also doing a dumpster days event in June in the Memorial Hall parking lot. The next meeting will be June 3rd. at 5:30.

Special Committee and Board Liaison reports were given by Mr. West for the Kellogg Lake Board, Mr. Perkins for the CWEP Board, Mr. Thorn for the Public Library Board, Mr. Wells for the Jasper County Commission, Mr. Peterson for the Planning, Zoning, and Historic Preservation Commission, and Ms. Schramm for the Tourism Advisory Board.

Mayor Flanigan reported that he has visited every department and all the City buildings, he finished the CWEP Customer Academy and encouraged others to do it as well. He has attended both Food Truck Friday events and said they were both wonderful events with beautiful weather. He will be attending a CEDC meeting this week and plans to attend the Humane Society meeting on May 29. He also reported that work on the budget is still ongoing.

During Remarks from Council Members, Ms. Gilpin hopes to attend her first Humane Society meeting, Ms. Leece thanked Sally Stuart and her husband for their hard work on the community clean up day. Mr. Perkins thanked the Mayor for his board appointments and the chance to learn more about the CWEP Board. He encourages everyone to do the customer academy to learn more about the utility company. Mr. Barlow echoed the push for citizens to do the customer academy. Mr. Snow wanted to thank the ladies who work at the Recycling Center for all of their hard work and help during his recent visit. He also thanked Sally for her work she is doing. Ms. Schramm commended the Mayor for all of his work and commitment to the City. She thanked Mr. Bayless for his help with a few issues. She missed the Vision Carthage clean up day, but hopes to make the next one. She reported on attending her first Budget meeting as a committee member. She reported that CWEP would be doing tours on Thursday at 10 am an 6 pm at the power and water plant. She also reported that the moderate priced housing that Planning and Zoning is looking into would be a wonderful thing for Carthage. Mr. Wells reported attending the Tower to Tower 5K that was put on by CWEP, he also thanked Mr. Bayless for his help in fixing some water draining issue at Southside and Maple Street.

Police Captain Chad Dininger thanked Mayor Flanigan for coming down to the department and meeting everyone.

Fire Chief Jason Martin reported that he and Fire Marshall Maples recently attended some training in Branson.

Interim Public Works Director Josiah Bayless reported that the sidewalks on the south side of the square have started and they will be pouring concrete later this week. The Hazel and Airport expansion is underway and encourages everyone to take a different route and to please not move barricades. He also looks forward to getting the box culvert contracts approved so those can get started.

Parks and Recreation Director Abi Almandinger reported that the pool is being filled, Central Park restroom renovations are underway, and that the plantings have been happening around town. She also thanked Mayor Flanigan for coming out and visiting her departments.

City Administrator Traci Cox reported that sales tax for the month was down 10.84% from the same month last year and that it is 11.07% away from hitting the budgeted amount for this fiscal year. The Use tax came in at $120,695.52 for the month and that the YTD total is $1,215,479.36. She also thanked Melissa Little, the Tourism Director, for all of her hard work in making Food Truck Friday a successful event. There have been positive reports from visitors and vendors about the events.

The Committee on Claims filed a report in the amount of $2,673,127.60 against the following funds: General Revenue $504,091.00, Public Health $4,047.37, Lodging $6,861.74, Public Safety $9,385.96, Parks/Stormwater $48,529.29, Fire Protection $348.00, Golf $22,647.92, Capital Improvements $2,000.00, Parks and Recreation $27.64, Myers Park $6,135.00, Use Tax $22,543.32, Public Facilities $149,781.05, Public Library $35,000.00, Payroll $361,729.31, and Carthage Water and Electric $1,500,000.00. Mr. Peterson made a motion, seconded by Ms. Leece, to accept the report and allow the claims. Motion carried.

Under Old Business, 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 second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Lori Leece, Ray West, Jack Perkins, David Thorn, Tom Barlow, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 25-22.

Under New Business, 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 was placed on first reading.

Ms. Schramm made a motion, seconded by Mr. Snow, to forward Council Bill 25-24 to second reading due to its emergency status. Motion carried.

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 second reading followed by a roll call vote of 10 ayes and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Lori Leece, Ray West, Jack Perkins, David Thorn, Tom Barlow, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 25-23.

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 was placed on first reading with no action taken.

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 was placed on first reading with no action taken.

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 Kissee Mills, Missouri for the HH and Chapel Road Sidewalk project in the amount of $289,559.00, in the City of Carthage, Missouri was placed on first reading with no action taken.

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 was placed on first reading with no action taken.

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 was placed on first reading with no action taken.

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 was placed on first reading with no action taken.

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 was placed on first reading with no action taken.

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 was placed on first reading with no action taken.

C.B. 25-33 -- An Ordinance authorizing the Mayor to enter into a contract with Guaranty Bank for Banking Services was placed on first reading with no action taken.

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 was placed on first reading with no action taken.

C.B. 25-35 -- An Ordinance authorizing the Mayor to sign an amended and restated City of Carthage, Missouri, Police and Fire Pension Plan City of Carthage document. Such amendment and restatement of the Plan is as recommended by the Police and Fire Pension Plan Committee was placed on first reading with no action taken.

Mr. Snow made a motion, seconded by Ms. Schramm, to approve Resolution 2086 -- A Resolution authorizing the City of Carthage to enter into broker agreement with Ollis/Akers/Arney for the 2025/2026 policy year. Resolution 2086 was adopted after a roll call vote of 10 yeas and 0 nays. 10 ayes and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Lori Leece, Ray West, Jack Perkins, David Thorn, Tom Barlow, Alan Snow, Jana Schramm, and Ron Wells.

Mr. Snow made a motion, seconded by Mr. Perkins, to approve 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. Resolution 2087 was adopted after a roll call vote of 10 yeas and 0 nays. 10 ayes and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Lori Leece, Ray West, Jack Perkins, David Thorn, Tom Barlow, Alan Snow, Jana Schramm, and Ron Wells.

During closing comments, Mayor Flanigan commended the entire council for their work and decisions they have to make in their positions. Ms. Gilpin thanked the Mayor for all of his work and dedication to the City. Ms. Leece thanked the Mayor for attending everything he can. Mr. Perkins asked for more communication about all the road work and construction going on with the gas company. Mr. Thorn appreciated the Mayor for attending everything and looks forward to the Council getting the City back in order. Mr. Barlow echoes getting the City back in order and thanked the Mayor for his proclamation at the National Day of Prayer. Mr. Snow congratulated the seniors graduating this week, and was glad that all of the council technology worked this evening. Ms. Schramm reported that she would be attending the Women Empower Conference that the Chamber is hosting. She also reported that she will attend the Jasper County CASA luncheon. Mr. Wells and Mr. Peterson both thanked the Mayor for all of his hard work.

Mr. Peterson made a motion, seconded by Ms. Gilpin, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 8:08 p.m.

City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

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

MINUTES

1. Call to Order

MEMBERS PRESENT: Derek Peterson, Tom Barlow, Jana Schramm, Lori Leece, Alan Snow

MEMBERS ABSENT:

OTHER COUNCIL MEMBERS: Ron Wells and Kate Gilpin

STAFF PRESENT: City Administrator Traci Cox, Administrative Assistant Dorothy Weber, Bren Flanigan Mayor, Josiah Bayless Interim Public Works Director, Abi Almandinger Parks Director, Michael Keith IT Director, Captain Chad Dininger, Police Chief Jason Martin

Chair Alan Snow called the meeting to order at: 5:31 PM

2. Old Business

1. Approval of April 14, 2025 Minutes

ACTION:	Motion to Approve April 14, 2025 Minutes by Tom Barlow Motion Passed with a 5:0
AYES:	Tom Barlow, Jana Schramm, Alan Snow, Lori Leece, Derek Peterson
NOES:	None
ABSTAIN:	None

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

Ms. Cox spoke about the MOU with the CEDC. She stated that the City and CEDC have agreed to $70,000.00 for FY 25/26. Ms. Cox also stated that the City is paying for a necessary water delineation study. Ms. Cox stated that they changed the scope to retail and that the CEDC will be working with Julie Reams to bring in new business.

ACTION:	Motion to forward MOU between the City of Carthage and the CEDC to Council by Jana Schramm Motion Passed with a 5:0
AYES:	Derek Peterson, Alan Snow, Tom Barlow, Lori Leece, Jana Schramm
NOES:	None
ABSTAIN:	None

2. Consider and Discuss Contract with the Carthage Senior Center

   Chairman Snow stated that this is an ongoing contract between the Senior Center and the City of Carthage. Chairman Snow stated that the money allocated in the budget for the Senior Center is used for building repairs and upgrades and that the Senior Center lets the City know in advance if any repairs need to be made. This is a year-to-year contract.

ACTION:	Motion to Forward Senior Center Contract to Council by Lori Leece Motion Passed with a 5:0
AYES:	Lori Leece, Derek Peterson, Alan Snow, Tom Barlow, Jana Schramm
NOES:	None
ABSTAIN:	None

3. Consider and Discuss FY 25/26 Budget

   Ms. Cox provided the committee with a list of budget cuts. She stated that the City still needs to cut one million dollars from the budget. Ms. Cox stated that she was having a meeting on 5/13/2025 to discuss further cuts and take a look at salary adjustments. It was agreed to move Budget Perfection to June 4th 2025. Chairman Snow stated that he met with all of the department heads and discussed budgets. Chairman Snow explained that an big increase in revenues was not expected. Chairman Snow stated that nothing critical was cut from the budget. Mrs. Schramm asked if it was possible to get grants for the mass notification system and Chief Martin stated that it wouldn't be possible to have one in time for FY 25/26. Chairman Snow stated that the sidewalk was supposed to be done by June 30 2025. Ms. Cox stated that this is the first year that the City has put out a report before budget perfection as a way of being more transparent.

4. Staff Reports

   Ms. Cox stated that sales tax is down and use tax was up for the month but down for the same time last year. Mr. Peterson asked about the marijuana tax reporting and Ms. Cox stated that since there is only one dispensary in town that there is no longer any reporting on that tax. Mrs. Schramm asked about the humane society contact and Ms. Cox stated that negotiations are ongoing.

5. Adjournment

ACTION:	Motion to Adjourn at 6:07 by Lori Leece
	Motion Passed with a 5:0
AYES:	Alan Snow, Tom Barlow, Jana Schramm, Derek Peterson, Lori Leece
NOES:	None
ABSTAIN:	None

City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

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

MINUTES

1. Call to Order

MEMBERS PRESENT: Lori Leece, Derek Peterson, Ron Wells, Kate Gilpin joined the meeting at 5:34 pm

OTHER COUNCIL MEMBERS: Jana Schramm, Mayor Flanigan

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

Chair Lori Leece called the meeting to order at 5:30 pm.

2. Old Business

1. Approval of April 22, 2025 Minutes

ACTION: Motion to accept/approve item 2.1. by Derek Peterson;
Motion passed with a 3:0
AYES: Lori Leece, Derek Peterson, Ron Wells

2. Review & Approval of the Claims Report

ACTION: Motion to accept/approve item 2.2. by Ron Wells;
Motion passed with a 3:0
AYES: Lori Leece, Derek Peterson, Ron Wells

3. Consider and discuss broker agreement with Ollis/Akers/Arney

Ms. Cox reported that our current broker is Higganbotham and they did not submit a complete RFP, Ollis/Akers/Arney did complete the RFP. The commission for Ollis/Akers/Arney will be paid by MPR directly to them.

ACTION: Motion to forward to council for approval. by Derek Peterson;
Motion passed with a 3:0
AYES: Lori Leece, Derek Peterson, Ron Wells

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

   Ms. Cox reported that the last time the banking bids were sent out was during COVID, and it was awarded to Simmons bank and when they shut down the local branch, we switched to the next highest interest rate offered which was Guaranty Bank. Guaranty Bank did come back the highest bid this time around, and the City has been happy with their services the last 5 years. Staff recommendation is to stay with Guaranty Bank who offered a rate of the T Bill plus .10% for the interest rate.

ACTION:	Motion to forward the agreement to council for approval by Ron Wells
	Motion passed with a 4:0
AYES:	Lori Leece, Derek Peterson, Kate Gilpin, Ron Wells

2. Staff Reports

   Ms. Cox reported that the budget has been a huge task and has been taking up most of everyone's time lately.

5. Adjournment

ACTION:	Motion to Adjourn at 5:39 pm by Ron Wells
	Motion Passed with a 4:0
AYES:	Lori Leece, Derek Peterson, Kate Gilpin, Ron Wells

City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

May 14, 2025 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. **Call to Order**

   MEMBERS PRESENT: Tom Barlow, Alan Snow, Jana Schramm, Derek Peterson, Lori Leece

   MEMBERS ABSENT:

   OTHER COUNCIL MEMBERS: Ron Wells

   STAFF PRESENT: City Administrator Traci Cox, Administrative Assistant Dorothy Weber, Chuck Bryant CW&EP General Manager, Kelli Nugent CW&EP Chief Financial Officer, Cassandra Ludwig General Council and Director of Customer Relations

   Chair Alan Snow called the meeting to order at 5:30

2. **Old Business**

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

4. **New Business**

   1. Consider and discuss Carthage Water and Electric Plant Budget for FY 25-26
      Chairman Snow asked if the CW&EP salary study has been implemented and Mr. Bryant stated that it has been implemented. Mr. Bryant spoke about different allocations for this years budget. He stated that CW&EP is implementing a $75.00 reconnection fee for after hours reconnections and a $50.00 meter test fee. Mr. Bryant stated that they asking for a 1% increase in electric, a 3% increase in water, and a 1% increase in wastewater.
   2. Staff Reports

5. **Adjournment**

ACTION:	Motion to Adjourn at 7:24 by Jana Schramm
	Motion passed with a 5:0
AYES:	Derek Peterson, Jana Schramm, Tom Barlow, Lori Leece, Alan Snow

NOES:	None
ABSTAIN:	None

City of Carthage, Missouri

PUBLIC SERVICES COMMITTEE

May 20, 2025 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. **Call to Order**
2. **Old Business**
    1. Approval of previous minutes.
3. **Citizen Participation**
    (Citizens wishing to address the Council or Committee should notify the City in advance and provide the item they want to address in written format at least 24 hours before the meeting. Please call Angie Judd at the Parks & Recreation office at 417-237-7035, or email a.judd@carthagemo.gov.)
4. **New Business**
    1. Consider and discuss cart fees for golf course.
    2. Consider and discuss surplus of indoor hitting bay.
    3. Consider and discuss Red, White & Boom 5k.
    4. Consider and discuss Kraken Swim Meet.
    5. Consider and discuss gate fees for pool.
    6. Consider and discuss RFP for Kellogg Lake fountain.
    7. Consider and discuss RFP for tables and chairs at Memorial Hall.
    8. Consider and discuss RFP for Memorial Hall curtains.
    9. Consider and discuss Music in the Park by Council on the Arts.
5. **Staff Reports**
    1. Staff reports.
6. **Other Business**
7. **Adjournment**

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

City of Carthage, Missouri

PUBLIC SAFETY COMMITTEE

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

AGENDA

1. **Call to Order**
2. **Old Business**
    1. Approval of 4-22-25 Minutes
    2. Abi Almandinger - Consider and discuss road closures for 4th of July event
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 St. Luke's color run/walk - Cassie Nichols
    2. Consider and discuss Dumpster Days - June 8th - Sally Stewart
4. **New Business**
    1. Staff Reports

        Fire Department

        Chief Martin to discuss:
        Fire Department Personnel Plan Presentation:
        Revised organizational Structure
        Revised job descriptions

        Police Department

        Chief Hawkins - Consider and discuss the Blue Shield Program

        Consider and discuss updates to the Taxi Driver job description - Driver's license requirement and work week hours
5. **Adjournment**

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

AGENDA

Planning, Zoning, and Historic Preservation Commission

Thursday, June 5, 2025 5:30 pm

City Hall Chambers

326 Grant St. / Carthage MO 64836

Call to Order

Minutes of Previous Meeting Thursday, May 1, 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

1. Request for a Special Use Permit to operate a one (1) licensed operator beauty shop at 2508 Stephen St.

Staff Report

New Business

Old Business

1. Discuss Middle Income Housing

Next Meeting: Thursday, July 3, 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

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

McCune Brooks Regional Hospital Trust
Regular Meeting of the Board of Trustees
May 28, 2025
2:00 p.m.
Schmidt Associates Conference Room
1105 Industrial Drive, Carthage, MO.

Agenda

I. Call to Order	Ron Petersen
II. UMB Report on investments Account Manager Brande Anderson Portfolio Manager Phil Michaud	Ron Petersen
III. Approval of February 26, 2025 Meeting Minutes	Ron Petersen
IV. Election of FY 2025-2026 President/Vice Pres. On checking: Motion to remove James Harrison & add Secretary Shelby Baugh elected Feb. 26, 2025	Ron Petersen
V. Financial Statement Report & Review	Stan Schmidt
VI. Review and approval of Grant Applications	Ron Petersen
VII. Set next meeting date for August 27, 2025	Ron Petersen
VIII. Adjournment	Ron Petersen

COUNCIL BILL NO. __2 5 - 2 5 _ _ 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

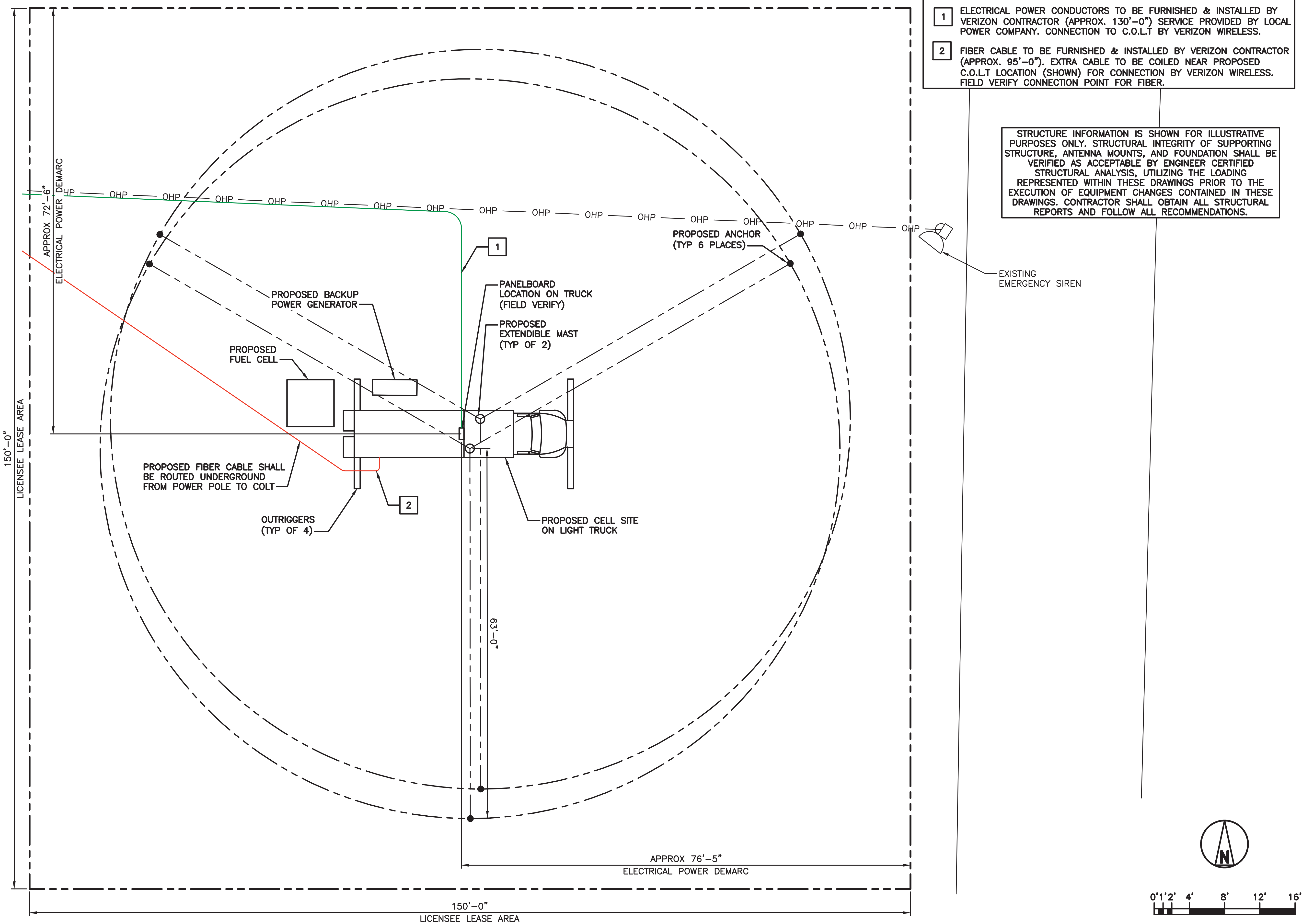
HYBRID & COAX CABLES

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.



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:

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:

ENLARGED SITE PLAN

SHEET #:

A-1.1

NEW VZW UTILITY EASEMENT

ACCESS/UTILITY EASEMENT

VZW LANDSPACE

PENETRATIONS

RRH/BBU

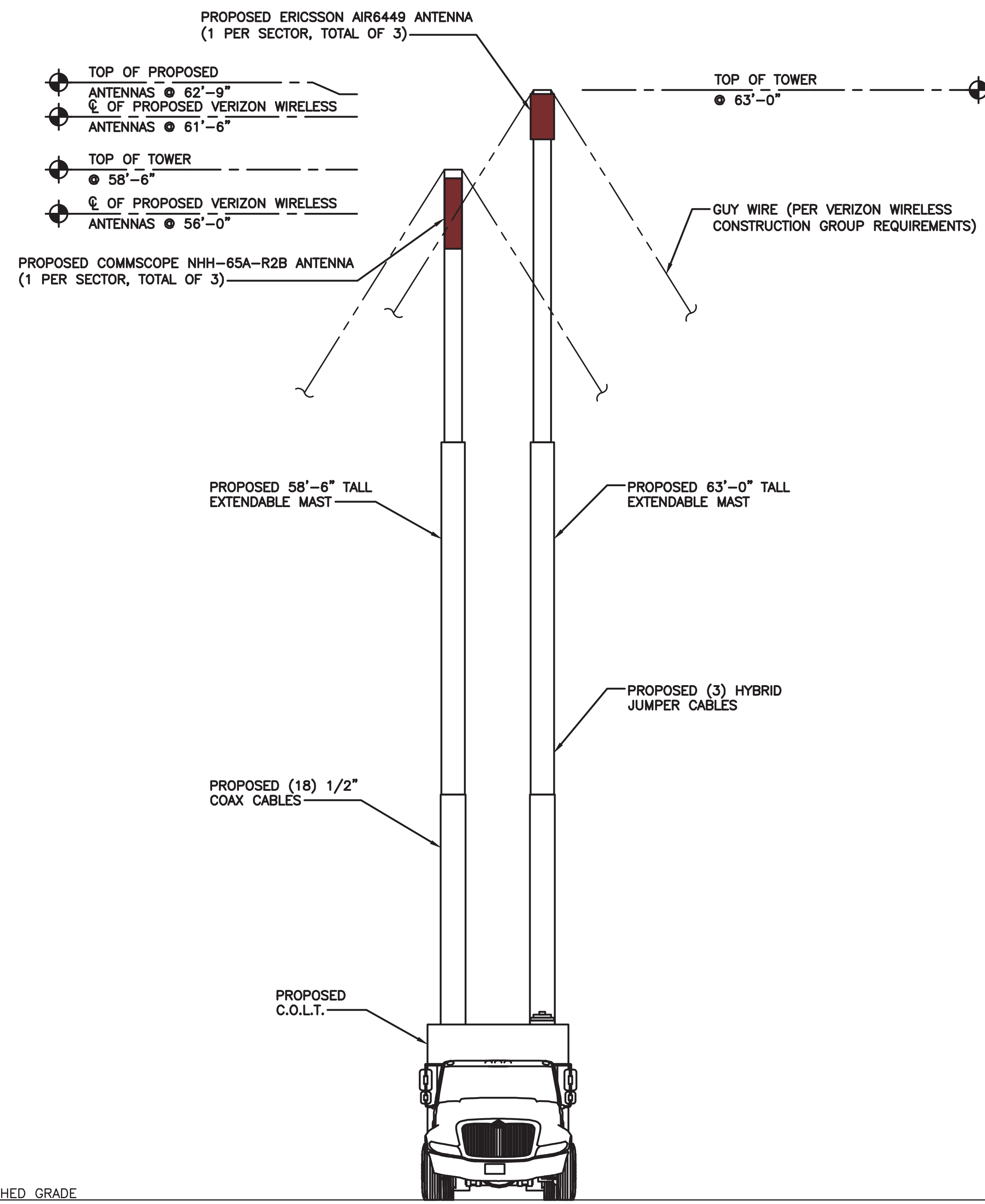
ANTENNAS

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	C
REJ	ROBERT E. JENSEN	PE-028974	CIVIL	C
CG	CHRISTOPHER GIANNOTTI	PE-2020038653	CIVIL	C
SDK	SHELTON D. KEISLING	PE-27323	ELECTRICAL	E
TMS	TERRANCE M. SUPER	PE-18521	ELECTRICAL	E

PLANS PREPARED FOR:

verizon

PLANS PREPARED BY:

SSC

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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

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. 20th 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

				ELEMENTS CONSTR. CONCEPTS 5850 E. 20TH STREET JOPLIN, MO 64801		JKS CONSTRUCTION, INC. 23690 PECAN ROAD ORONOGO, MO 64855			SPROULS CONSTRUCTION, INC. 397 W. HWY. DD LAMAR, MO 64759	
Item No.	*Description*	*No. Units*	*Unit*	*Unit Price*	*Extended Total*	*Unit Price*	*Extended Total*		*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*	*Unit Price*	*Extended Total*	*Unit Price*	*Extended Total*		*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 Kissee 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 Kissee 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__________________________

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: ATTEST:

______________________________ ______________________________

Miranda Deal, *City Clerk* 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 (10^{th}) 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

COUNCIL BILL NO. ___25-36___ **ORDINANCE NO.______**

An Emergency Ordinance authorizing the Mayor to enter into an amended contract with the Fair Acres Family Y, Inc. to increase the fees for the pool, 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 enter into an amended contract with the Fair Acres Family Y, Inc. to increase the fees for the pool 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 be considered an emergency under the terms of the Charter of the City of Carthage.

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

Pool Management Agreement

THIS AMENDED CONTRACT is made as of this ____ day of ____________, 20____ by and between the City of Carthage, located in Missouri, hereinafter called "City" and Fair Acres Family Y, Inc., a non-profit company, hereinafter called "YMCA".

WHEREAS, the City owns the Municipal Pool in Municipal Park and the Wading pool in Central Park; and

WHEREAS, the City desires to retain YMCA to manage the operations of their pool facilities; and

WHEREAS, YMCA possesses the expertise and experience necessary to provide pool management services to the City.

NOW, THEREFORE, for and in consideration of mutual covenants herein contained, it is agreed as follows:

Section 1. Representations and Warranties of YMCA.

YMCA hereby represents and warrants as follows:

- Under this agreement, YMCA will manage the operations of both pools as per the scope of duties outlined in Section 2.
- YMCA is a non-profit company, organized in the State of Missouri.
- YMCA warrants and represents that its services provided under this Contract will at all times be performed and delivered in a competent, skillful and workmanlike manner and will in all respects be fit for their intended purposes.
- YMCA warrants and represents that it is duly qualified to do business in Missouri and that it possesses all necessary authority to transact business in the state.

Section 2. Services to be provided by YMCA.

YMCA shall provide the following managerial and operational services:

2.1. Operations and Maintenance of Pools.

- YMCA shall provide for the operation of the pools during the following hours

Municipal Park Pool	Saturday of Memorial Day to the Second Weekend in August
Monday - Friday:	Noon – 6:00 p.m.
Saturdays:	Noon - 6:00 p.m.
Sundays:	1:00 – 6:00 p.m.
Central Park Pool	Open by the 10th of June to the Second Weekend in August.
Monday – Friday	Noon – 4:00 p.m.

Pool hours may decrease or increase, based on need or holiday. The YMCA may close the pool for up to two swim meets (3 days) without authorization from the City. Additional days and swim meets with approval of the Parks Director.

- YMCA is solely authorized to conduct swimming instruction, water exercise programs, and swim team activities. Private parties will be scheduled by YMCA and staffed by YMCA personnel at the rate of ~~$200~~ **$250 for Municipal and ~~$75~~ **$100 for Central for 2 hours. In general, the YMCA agrees to provide the personnel necessary to organize, publicize, manage and operate the City's swimming pool facilities. Also, the YMCA agrees to be liable for the operating costs incurred by these programs.

2.2 Spring Opening: Access to the facility for this preparation work is to be coordinated with the Director of Parks and Recreation.

YMCA will:

- Set up, clean and prepare for usage of all movable equipment, including tables, chairs, lounges, umbrellas, lifeguard chairs, etc.
- Place lifeguard chairs.
- Check and test equipment, i.e. chemical feeders, etc. and report status to Director of Parks and Recreation.
- Check diving boards and towers.
- Furnish, store and inject necessary chemicals for operation of the pools.
- Clean pool area within the pool enclosure.
- Clean the locker room and restroom facility daily.
- Be responsible for check out and handling of facility keys to staff.

City will:

- Clean pools.
- Fill pools.
- Install diving boards, ladders, shade and umbrella tarps.

2.3 Operation of The Pools

YMCA will use reasonable care and diligence to provide the following services for the operation of the Pools:

- Maintain records attendance, sales and purchases.
- Furnish and supply necessary consumable first aid supplies adequate to the size of each pool facility. First aid kit will include a pocket mask with a one-way valve, and a bodily fluid exposure kit. YMCA shall provide first responder first aid kits, including rubber gloves and pocket mask with one-way valve, for all on-duty personnel.
- Provide a backboard for the pool at the Municipal Park.
- Provide rescue equipment for lifeguards.
- Vacuum pools. Each pool will be vacuumed entirely a minimum of one time a week to maintain a clean appearance and be free of all debris.

- Work with the Director of Parks and Recreation in handling complaints. YMCA will retain a record of all problems brought to their attention
- Conduct in-service training as per guidelines of Red Cross or equivalent.
- The City will review this log at weekly intervals. A daily log of communication will be kept in the manager's office.
- Keep detailed records of any pullouts where a lifeguard enters the water for a rescue, describing the circumstances surrounding the incident and denoting the specific location of the pull out.
- Clean the facility, including: guard and manager office areas, bathhouse, all areas within the fencing, and restrooms. When possible cleaning to be completed outside of operational hours.
- Maintain water chemistry tests and records as required by the State.
- Pricing for the community will be as follows:
    - YMCA members free
    - ~~$3 general admission~~ ***INCREASE TO $4 GENERAL ADMISSION

<u>2.4 Fall Closing / Winterizing</u>

<u>YMCA will:</u>

- Remove and store movable equipment.
- Clean outdoor restrooms, lifeguard room, pump room, breezeway entry, deck area, storage areas, etc.
- Remove hair and debris from hair and lint traps.
- An end of season inspection shall be conducted immediately upon conclusion of the pool season, and a written report submitted to the Director of Parks and Recreation. The YMCA shall perform reasonable inspections of all equipment and advise the owner of needed repairs and/or replacement of defective, worn, or damaged equipment in the year-end written report.
- The YMCA shall also be responsible for inspecting pool signage and shall advise the City of any needed replacements to ensure safe pool operations.
- Return all keys to the Director of Parks and Recreation.

<u>City will:</u>

- Drain and store hoses.
- Drain filtration system.
- Drain all plumbing necessary for winter
- Drain appropriate pools.
- Store all ladders, check diving boards and furniture.
- The cost of any necessary winterizing will be borne by the City.

<u>2.5 Operational Supplies/Utilities</u>

<u>YMCA will:</u>

- Furnish necessary chemicals and first-aid supplies as specified, for the pool operation during the season.
- Furnish all equipment supplies necessary to operate the pool.

- Provide janitorial supplies (paper towels, soap, trash bags, toilet paper, cleaners and light bulbs) for the facility.
- Be responsible for the care of City property used for the operation of Pools and said equipment shall be returned to the City at the end of the season in the same condition as received, reasonable wear and tear expected.
- Try to prevent losses and damages to City owned property during hours of operation.

Damaged or malfunctioning equipment should be reported immediately to the Director of Parks and Recreation. A checklist of City owned equipment will be filled out by the City and YMCA each year at opening and closing.

City will:

- Maintain, backwash and operate the filter equipment in accordance with manufacturers' requirements.
- Furnish water, telephone, electricity, gas and internet and pay for the same.
- Provide pool vacuum for cleaning and necessary chemical disbursement equipment.
- Provide four (4) sets of keys for locks that access the pool, bathhouse and equipment areas.

2.6 Maintenance and Replacement of City Owned Equipment

Repairs and replacement of equipment needed during the season to continue the operation of Pools and to maintain health and safety standards shall be the responsibility of the City. The City is responsible for the maintenance and replacement of the buildings, structures, utilities, and surrounding areas including shrubbery.

Section 3. Personnel

- The YMCA shall furnish sufficient personnel for the operation of a safe and sanitary pool.
- All lifeguards will hold a minimum qualification of an advance lifeguarding certificate from Red Cross or equivalent. All certifications must be current. Staff will be at least 15 years of age. Said personnel will be furnished in a manner to operate the facilities in the safest manner possible and in the best interests of the City.
- All management personnel (pool manager, pool assistant manager and head guards) shall be trained in administering first aid, CPR and the function and operation of Spinal Backboards
- All staff must be uniformly identified at all times in Lifeguard uniform clothing.
- All personnel employed by the YMCA in the performance of fulfilling a contract for the operation of the Pools shall be considered employees of the YMCA and not the City. All personnel employed by the YMCA shall be paid in accordance with the minimum State and Federal Wage and Hour Laws.
- The YMCA shall be responsible for the payment of all employment taxes and Social Security taxes related to the employment of said personnel.
- The YMCA shall provide the Parks and Recreation Director with a list of current employees including names, addresses, age, certifications of every employee working on the City's property upon request.
- The YMCA shall have the authority to close the Pools during inclement weather. The YMCA shall have the personnel available seven (7) days a week, to attend to any problems that may

arise.

- Additionally, The City may determine if the facility will be closed for the day.

The pool shall normally be staffed for all public session swimming times at the following typical levels.

_2_ Pool Manager, Assistant manager, or Head guard
5-6 Lifeguards at the Municipal Pool
_1_ Lifeguard~~s~~ at the Central Park Wading Pool
1-2 Concessions/Gate

Section 4. Method of Payment.

The undersigned, having examined and being familiar with the conditions affecting the service desired to be performed as outlined in the specifications and other contract documents relating to both Pools hereby agrees to perform everything required and to provide and furnish any and all labor, materials, chemicals, tools, and expendable equipment necessary to operate the Pools in a safe, healthy, sanitary and efficient manner, in strict accordance with aforementioned contract documents for the sum hereafter specified. The YMCA agrees to provide all items as listed in the accompanying specifications as part of the base bid "Management Fee".

Due	2023
April 15	$ 20,000
May 15	$ 20,000
June 15	$ 20,000
July 15	$ 20,000
August 15	$ 20,000
Total Management Fee Bid	$100,000

- This contract is a three year contract for $100,000 each year for three (3) years with no increase. This amount includes 4^{th} of July community free swimming and extended hours at no charge for that holiday. Includes:
  - Time and a half for employees
  - 8 hours open (instead of 6)
  - No gate fees on that day

Section 4(b) Expiration of Contract

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.

Section 5. Health and Safety Standards

YMCA shall meet all Local, State and Federal requirements as they relate to its operation.

The City shall have the ultimate authority and responsibility for compliance with the Virginia Graeme Baker Pool and Spa Safety Act and Americans with Disability Act compliance. YMCA shall communicate with the Parks and Recreation Director about any violations it observes under the Acts.

Section 6. Services to be Provided by City

The City will be responsible for the maintenance and replacement of the buildings, structures, utilities and surrounding areas including shrubbery, except policing for trash, waste, garbage and other debris.

The City shall provide YMCA four sets of keys for locks that access the facility.

Section 7. Insurance:

YMCA shall procure and maintain, for the duration of the contract, insurance of the types and minimum amounts as follows and name City as an additional named insured.

7.1 Worker's Compensation Insurance

YMCA shall procure and shall maintain during the Term of the Agreement, Worker's Compensation Insurance for all of its employees to be engaged and perform work under the Agreement.

7.2 Comprehensive General Liability Insurance.

YMCA shall carry commercial general liability which includes bodily injury and property damage. The policy will include protection for and subject to the minimum limits set forth below:

General Liability $1,000,000 each occurrence/$2,000,000 Aggregate combined single limit bodily injury and property damage.

The policy will include protection for the following hazards:

- Premises and Operation
- Independent YMCA's Coverage
- Products and Completed Operations Liability Coverage
- Personal Injury Liability
- Broad Form Property Damage
- Shall name the City as an additional insured

7.3 Satisfactory Coverage.

The insurance which YMCA is required to obtain and maintain pursuant to this Section shall be written by a company or companies licensed to do business in the State of Missouri. YMCA shall not allow any policies to be canceled or permit the policies to lapse during the Term of the Agreement.

7.4 Indemnification.

YMCA shall, at its sole cost and expense, indemnify, hold harmless and protect the City, including its officers and employees, from and against any and all claims, damages, costs or expenses (including court costs and reasonable attorney's fees) for any claim arising out of YMCA's negligent acts under this Agreement; provided, however, that this hold harmless and indemnification shall not apply where such claims, actions, damage, liability, or expenses result from any omission, fault, negligence, or misconduct on the part of the City, its agents, servants, employees, YMCAs, or licensees. Notwithstanding the foregoing, YMCA's indemnity obligations are limited solely to the extent directly caused by YMCA's fault or negligence.

Section 8. Independent YMCA

YMCA is retained by City only for the purposes of, and to the extent set forth in, this Contract, and the relationship of YMCA with City under this Contract during the term of this Contract shall be that of an independent YMCA and not an employee, partner, member, owner, officer, director or other agent of City. YMCA agrees to devote sufficient time, effort, resources, ability, skill and attention as may be necessary for YMCA to perform the services required to be provided to City under this Contract, but performing such services subject to the provisions of this Contract, all applicable laws, rules, regulations governing the business of YMCA and the work to be performed hereunder.

YMCA shall not be considered by reason of the provisions of this Contract or otherwise as being an employee of City. This Agreement will not be deemed to create a partnership, joint venture, agency or fiduciary relationship between the parties. YMCA shall have no right to bind City to any agreement with any other person or entity and is not authorized to act for City in any manner except as expressly set forth in the Agreement.

Section 9. Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address described below or at such other address as the receiving party may have theretofore prescribed by notice to the sending party, or by electronic communication or via hand delivery.

YMCA
Attn: Director or Registered Agent
2600 Grand Avenue
Carthage, MO 64836

The City of Carthage
Attn: Director of Parks and Recreation
720 Robert Ellis Young Drive
Carthage, MO 64836

Section 10. Changes.

No change in this Contract shall be made except in writing prior to the change in work or terms being performed. YMCA shall make any and all changes in the Work without invalidating this Contract when specifically required to do so in writing by the City. YMCA, 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.

Section 11. Termination.

This Contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Contract. The non-performing party shall have fifteen calendar days from the date of the termination notice to **cure** or to submit a plan for **cure** acceptable to the other party.

The City shall have the right to terminate the Contract at any time if the pool is unable to open or if the pool is forced to close for maintenance reasons or becomes generally inoperable, by giving YMCA written notice to such effect.

- The City **shall** pay to YMCA in full satisfaction and discharge of all amounts owing to YMCA under the Contract an amount equal to the cost of all Work performed by YMCA up to such termination date, less all amounts previously paid to the YMCA on account of the Contract Price. This is not the full payment but payment to make the YMCA whole for all money paid up to the cancelation including salaries and expenses.
- YMCA shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within sixty (60) days after such date of termination. The City shall not be liable to YMCA for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

Section 12. Accounting.

During the period of this Contract, YMCA 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 YMCA.

Section 13. 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.

Section 14. 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.

Section 15 Transferability.

Neither City nor YMCA 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

Section 16 Satisfactory Performance.

The City shall have the right to notify YMCA of any performance by its employees that is detrimental to the best interest of the City, and YMCA agrees to correct such performance within seven (7) days.

Section 17 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.

Section 18 Venue.

This Agreement shall be governed by the laws of the State of Missouri. Any legal action or proceedings relating to this Agreement shall be instituted only in Jasper County, Missouri.

IN WITNESS WHEREOF, the parties have made and executed this contract in multiple copies, each of which shall be an original.

CITY OF CARTHAGE YMCA

By: ______________________ ______________________
Mayor

ATTEST: ATTEST:

____
By: City Clerk

Equipment List

City owns:

- Shade structures
- Ladders
- Diving Boards
- Picnic Tables
- Large Drink Cooler
- Racks/Shelves
- Everything except baby changing tables in restrooms and office

YMCA owns:

- Handicap Lift
- Lifeguard chairs (4)
- Pool vacuum
- Basketball goals
- Umbrellas
- Rocking chairs
- Loungers
- Signage
- Fridge
- Freezer
- Microwaves
- Air Conditioning Unit
- All cooking Equipment

Attendance			CLOSED	RAINED	PARTIAL	Swim Meet		
Municipal Pool	2024							
	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Weekly
							25-May	Totals
Gate Fees							276	276
Concessions							294.5	294.5
Attendance							164	164
Central Attend.								
	26-May	27-May	28-May	29-May	30-May	31-May	1-Jun	
Gate Fees	308	739	189	377	252		221	2086
Concessions	153.5	542	159.4	290.1	115.75		215.55	1476.3
Attendance	165	361	113	176	98		130	1043
Central Attend.								0
	2-Jun	3-Jun	4-Jun	5-Jun	6-Jun	7-Jun	8-Jun	
Gate Fees	205	9	103	278	96	253	225	1169
Concessions	136.75	5	128	219.5	54	223.75	186.25	953.25
Attendance	108	3	54	143	42	170	166	686
Central Attend.								0
	9-Jun	10-Jun	11-Jun	12-Jun	13-Jun	14-Jun	15-Jun	
Gate Fees	45	333	193	178.5	268	248		1265.5
Concessions	4.5	325.8	140	193.5	162.5	88.25		914.55
Attendance	19	152	131	144	123	105		674
Central Attend.		81	34	105	69	50		339
	16-Jun	17-Jun	18-Jun	19-Jun	20-Jun	21-Jun	22-Jun	
Gate Fees		184.5	156	196	168	216	303	1223.5
Concessions		84.15	157.25	92.5	91.5	88	187	700.4
Attendance		112	113	154	87	131	181	778
Central Attend.		70	54	51	43	19		237
	23-Jun	24-Jun	25-Jun	26-Jun	27-Jun	28-Jun	29-Jun	
Gate Fees	240	258	289	85	219	138	207	1436
Concessions	161	110	260	108	184.75	265.75	107	1196.5
Attendance	152	152	192	63	117	150	125	951
Central Attend.		27	25	40	56	27		175
	30-Jun	1-Jul	2-Jul	3-Jul	4-Jul	5-Jul	6-Jul	
Gate Fees	66	177	173	105		110	258	889
Concessions	79	231	193.25	187	307	96.75	170.5	1264.5
Attendance	35	150	195	118	760	54	169	1481
Central Attend.		29	45	22		16		112
	7-Jul	8-Jul	9-Jul	10-Jul	11-Jul	12-Jul	13-Jul	
Gate Fees	99	66	71	170	162.85	172	140	880.85
Concessions	62	163.5	119	105.25	103.25	100.5	60.5	714
Attendance	51	24	92	121	125	93	93	599
Central Attend.		15	27		39	44		125
	14-Jul	15-Jul	16-Jul	17-Jul	18-Jul	19-Jul	20-Jul	

Gate Fees	208	120	117	60	81	53	87	726
Concessions	35.24	49	93	124.75	81.5	78.25	61.45	523.19
Attendance	154	144	67	87	60	40	73	625
Central Attend.		14	23	13	23	27		100
	21-Jul	22-Jul	23-Jul	24-Jul	25-Jul	26-Jul	27-Jul	
Gate Fees		51	117	90	72	93	126	549
Concessions		139.5	183	159.25	59.25	41.5	250.5	833
Attendance		80	119	129	59	66	71	524
Central Attend.		9	31	31	50	31		152
	28-Jul	29-Jul	30-Jul	31-Jul	1-Aug	2-Aug	3-Aug	
Gate Fees	78	151	92	159	102	225	207	1014
Concessions	33.25	73	90.5	177	165	149.5	115.5	803.75
Attendance	36	191	72	147	63	106	100	715
Central Attend.		25	16	23	26	33		123
	4-Aug	5-Aug	6-Aug	7-Aug	8-Aug	9-Aug	10-Aug	
Gate Fees	120	147	117	123	59.05	48	12	626.05
Concessions	85.75	153.75	239	232.4	19.25	32.5	10	772.65
Attendance	76	123	86	133	34	42	5	499
Central Attend.		45	49	37	5	21		157

	Season
	Totals
Gate Fees	12141
Concessions	10447
Attendance	8739
Central Atten	1520

Muni Pool	Month	Days Open	Total Swimmers	Adults	Child	Rentals	Closed/Rain Days
	Season	74	8739	3175	5564	32	4

1776 YMCA Members

Central Attend.	Month	Days Open	Total Swimmers	Adults	Child	Rentals	Closed/Rain Days
	Season	43	1520			8	2

Stated Pricing in our contract drafted in 2023:
$3 for all guests for general admission (Free for ages 3 and under and YMCA members)
$75 - 2 hr rental at central pool
$200 - 2 hr rental at Municipal Pool.

Based off the rise in wages and chlorine over the last several years, we would like to request an increase in price structure of the following for the 2025 season:
$4 - for all guests for general admission (Free for ages 3 and under and YMCA members)
$100 - 2 hr rental at central pool
$250 - 2 hr rental at Municipal Pool.

Municipal and Central Park Pool Summary

REVENUES	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Gate Fees	$ 10,451	$ 12,199	$ 12,849	$ 13,233	$ 11,969	$ 10,718	$ 8,356	$ 12,003	$ 13,019	$ 14,364	$ 14,645
Rentals			$ 2,309	$ 3,854	$ 3,642	$ 3,424	$ 3,425	$ 4,001	$ 4,450	$ 10,610	$ 6,565
Concessions	$ 5,945	$ 7,779	$ 11,201	$ 11,556	$ 10,382	$ 9,986	$ 8,859	$ 11,233	$ 11,407	$ 11,089	$ 11,602
	$ 16,396	$ 19,978	$ 26,359	$ 28,643	$ 25,993	$ 24,128	$ 20,640	$ 27,237	$ 28,876	$ 36,063	$ 32,811
Expenses											
Salaries	$ 36,027	$ 38,054	$ 48,101	$ 49,037	$ 48,578	$ 49,347	$ 51,298	$ 64,450	$ 84,750	$ 76,527	$ 84,210
FICA	$ 2,617	$ 2,882	$ 3,715	$ 3,767	$ 3,800	$ 4,318	$ 3,593	$ 5,172	$ 6,754	$ 6,799	$ 7,780
Worker's Comp	$ 1,350	$ 979	$ 518	$ -	$ -	$ -	$ -	$ -			
	$ 39,994	$ 41,915	$ 52,334	$ 52,804	$ 52,378	$ 53,665	$ 54,891	$ 69,622	$ 91,504	$ 83,326	$ 91,990
Maintanance	$ 6,740	$ 6,201	$ 542	$ 596	$ -	$ 685	$ 112	$ 529	$ 617	$ 3,219	$ 1,020
Chlorine and acid			$ 10,026	$ 12,136	$ 9,450	$ 8,379	$ 7,577	$ 8,141	$ 8,653	$ 8,400	$ 12,592
Telephone/Tablet	$ 168	$ 134	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
General Office Expense	$ 222	$ 6	$ -	$ -	$ -	$ 75	$ 75	$ 75	$ -		
Concession Supplies	$ 5,349	$ 5,411	$ 6,729	$ 5,985	$ 5,306	$ 5,221	$ 5,835	$ 6,345	$ 4,670	$ 4,553	$ 6,762
General Tools and Supplies	$ 4,206	$ 4,215	$ 1,966	$ 904	$ 2,564	$ 1,432	$ 1,927	$ 1,293	$ -	$ 5,565	$ 472
Mileage	$ -	$ -	$ -	$ -	$ -	$ 350	$ 386	$ 333	$ -	$ 377	$ 700
Staff Lifeguard Training			$ 3,500	$ 3,000	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 3,012	$ 2,511
Insurance			$ 6,000	$ 6,000	$ 6,000	$ 6,000	$ 6,000	$ 6,000	$ 6,000	$ 6,427	$ 6,573
	$ 16,685	$ 15,967	$ 28,863	$ 28,721	$ 25,920	$ 24,742	$ 24,512	$ 25,316	$ 22,540	$ 31,653	$ 30,730
Capital											
Grants/Donation	$ 3,619	$ -	$ 25,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenses	$ 56,679	$ 57,882	$ 81,197	$ 81,525	$ 78,298	$ 78,407	$ 79,403	$ 94,938	$ 114,044	$ 114,979	$ 122,720
Total Profit/Loss	$ (40,283)	$ (37,904)	$ (54,838)	$ (52,882)	$ (52,306)	$ (54,279)	$ (58,763)	$ (67,701)	$ (85,168)	$ (78,916)	$ (89,908)
City Contract			$ 40,500	$ 44,000	$ 44,000	$ 50,000	$ 55,000	$ 60,000	$ 75,000	$ 100,000	$ 100,000
Total Visits - Muni	4,922	5,802	9,757	9,220	9,384	8,379	7,209	8,422	11,069	8,863	8,739
Total Visits - Central			1,423	1,537	979	777	454	1,229	1,728	1,143	1,520
Daily Average	67	78	159 - Muni 27 - Central	132 - Muni 36 - Central	140 - Muni 21 - Central	144 - Muni 31 - Central	96 - Muni 15 - Central	122 - Muni 25 - Central	139 - Muni 34 - Central	121 - Muni 29 - Central	118 - Muni 35 - Central
Days Open - Muni	61	56	66	70	67	58	74	69	80	73	74
Days Closed - Muni	13	18	18	16	12	21	11	13	5	5	4
Rentals - Muni				30	25	19	24	25	22	42	36
Rentals - Central				3	4	1	0	1	1	8	8

Training		Concessions		Chlorine		Supplies		Maintanance	
Amazon	81.25	WM 5/23	70	Westport	4800	Amazon	158.11	Vacuum	7.32
Manuals	379.83	SC 5/28	47.78	Blue Water	43.15	WM 7/3	47.83	Henry K	429.11
Class	138	SC 5/20	1547.22	SC 7/5	216.68	WM 7/3	12.85	Henry K	13.68
Suits	1837	SC 6/5	58.84	Burton	2602.48	WM 5/25	10.49	Henry K	81.59
Dominos	74.44	SC 7/1	510.11	Blue Water	77.66	WM 6/17	17.73	WM 6/20	22.13
		SC 7/1	333.24	WM 7/19	15.62	Elifeguar	135.81	Lowes	13.26
		SC 6/12	130.8	Westport	4620	WM 6/29	8.65	Henry K	330
		SC 6/17	312.2	SC 7/31	216.68	WM 5/21	47.75	Lowes	17.25
		DG 5/25	20.86			WM 6/6	32.47	Lowes	23.74
		WM 6/30	44.37					Lowes	24.68
		WM 6/28	6.63					Lowes	22.74
		WM 6/27	49.61					Lowes	17.31
		SC 6/24	352.01					Lowes 7/8	17.25
		SC 7/3	18.71						
		WM 6/4	7.69						
		WM 6/11	27.8						
		SC 6/8	222.87						
		SC 5/30	441.44						
		SC 6/4	171.15						
		SC 7/1	545.69						
		SC 7/10	387.73						
		WM 7/16	32.25						
		WM 6/24	220.55						
		SC 7/24	66.74						
		SC 7/21	477.93						
		SC 7/29	260.6						
		SC 8/04	180.11						
		WM 7/22	177.62						
		DG 5/25	20.86						
		SC 7/3	18.71						

COUNCIL BILL NO. ___25-37___ **ORDINANCE NO.________**

An Ordinance changing the golf cart rental fees at the Carthage Municipal Golf Course

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

SECTION I: Fee changes are hereby established for the Carthage Municipal Golf Course in accordance with the schedule which is attached hereto and incorporated herein by reference; the new daily fees shall go into effect on July 1, 2025.

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 Services Committee

Tee Time Pricing

Regular (Ages 61 & Under)

Monday – Thursday
Open – 3 PM - $26 / $13 - $39
3 PM – Close - $23 / $13 - $36

Proposed Fees
Open – 3 PM - $26 / $15 - $41
3 PM – Close - $23 / $15 - $38

Senior (Ages 62 & Over)

Monday – Thursday
Open – Close - $14 / $13 - $27

Friday - Saturday
Regular Rates

Proposed Fees
Open – Close - $14 / $15 - $29

9-Hole Rates

Monday – Friday
All Day - $12 / $8 - $20

Saturday – Sunday
All Day - $15 / $8 - $23

Proposed Fees
Monday – Friday
All Day - $12 / $10 - $22

Saturday – Sunday
All Day - $15 / $10- $25

CARTHAGE GOLF COURSE
Est. 1937

Cart Fee / Membership Pricing Change

Our cart fee pricing has been set at $8 for 9-hole cart rentals, and $13 for 18-hole cart rentals for over a decade. All golf courses in our competitive market are well above these rates, averaging $17.25 for an 18-hole cart fee. This average includes Briarbrook ($18 cart fee), Schifferdecker ($16 cart fee), Monett ($17 cart fee), and Neosho ($18 cart fee). Schifferdecker is currently the cheapest aside from us but looking to raise their rates.

When looking into adjusting our rates, we need to look at what the total cost (green fee + cart fee) is going to be as we don't want to overcharge customers or be the most expensive course in the area. It is important for us to stay competitive with our prices while not charging too much, so area golfers choose our course. The deciding factor on what course to play for most golfers is the price and course conditions. If we can offer some of the best course conditions in the area with fair pricing, we will be in a good position to increase our revenue substantially.

We suggest that we move our rates to $10 for 9-hole cart rentals, and $15 for 18-hole cart rentals. This would put our peak pricing for 18-holes with a cart at $41, while our competitors are at $43, $44, $38, and $48.

Fiscal year 23/24 we had roughly $189,000 in cart revenue. Based on roughly 75% of them being 18-hole cart rentals, and the rest as 9-hole cart rentals, we can expect to see around $30,000-$35,000 of additional cart revenue as long our number of rounds remains consistent.

Maintaining a fair yet competitive cart fee structure is important for a few reasons. One reason being that we need to keep up with the rising costs of everything it takes to manage and run our operations well. The rising costs of maintaining a golf cart fleet are going up rapidly. Additional revenue to offset these costs is a must to keep our golf cart fleets properly maintained.

The second reason is that we need to take advantage of the rounds being played. The national average shows a new high for annual rounds played for the third time in four years. More rounds, with a slightly higher cart fee will result in more revenue.

Lastly, it helps with our long-term goals we would like to accomplish with our future cart fleet. We have about a year and a half until we need new carts. The changing demographic in golf is what drives these long-term goals. Golf is changing where younger people are golfing more. Ages 18-34 are a driving force in the growth of golf, and we need to use this to our advantage. A new golf cart fleet with loaded carts will enhance the experience for every customer, but more importantly, to the younger age of golfers that are starting to come out and play more. These players like GPS, Bluetooth, etc. If we can raise our cart fees this coming fiscal year, it will give us increased revenue in hopes of using that revenue to continue improving the experience for golfers. This revenue would help us get our new fleet, with a GPS system for yardages, Bluetooth speakers, coolers added on the carts with sand bottles, USB ports, and rain hoods.

These are all accessories on golf carts that this driving force of 18–34-year-olds are looking for. If we can give them this experience, we will stay ahead of our competitors in our local market. You see a lot of these cart amenities at higher end courses once you get away from this area. The one you will see the most is the GPS screen that shows hole layouts, yardages, and has Bluetooth speakers. There are also sponsorship opportunities on these GPS systems to help offset the costs. Although we talk about catering to these new golfers that we are seeing, it won't hurt the current market either. These accessories will enhance the experience for everyone that comes to play, not just the specific age group that is driving the growth of golf.

When changing cart fees, we also need to look at some other costs associated with cart fees. This would be our Pushcart rentals, and memberships including a cart.

To align with the proposed cart fee rates, our pushcart rentals need to go from $5 to $6. Our membership options are set up where the green fee portion is an amount, and if you want a cart fee membership it is an extra $825. This essentially provides around 63 cart fees in the membership. If we raised the cart fee membership by $125 it would be consistent with our public cart fee rates.

Example: A single green fee membership is $825. A single green fee membership with a cart is $1,650 ($825 added for the cart). The proposed pricing would go from $1,650 to $1,775. We would want to make these changes to all applicable memberships.

COUNCIL BILL NO. ___25-38____ **ORDINANCE NO. ______**

An Ordinance authorizing the Mayor to enter into a contract with A to Z Theatrical Supply and Services for the purchase and installation of new backstage curtains at Memorial Hall for the amount of $32,250.00, 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 A to Z Theatrical Supply and Services for the purchase and installation of new backstage curtains at Memorial Hall for the amount of $32,250.00, 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 Services Committee

A to Z Theatrical Supply and Service
800 East Meyer Boulevard
Kansas City, MO 64131
+1 (816) 523-1655

New Backstage Curtains
Carthage Memorial Hall

Date: March 11th, 2025

To: Chelsea Cholley
Carthage Memorial Hall
Phone: 417-237-7035
Email: c.cholley@carthagemo.gov

From: Nick Uthoff
A to Z Theatrical Supply and Service, Inc
Phone: 816-523-1655
Email: nick@atoztheatrical.com

RE: New Backstage Curtains
Number of pages with cover sheet: 2

Thank you for your interest in A to Z Theatrical Supply and Service, we appreciate your business. We are pleased to offer the following quotations.

New Backstage Curtains:

Backstage Curtains to be fabricated with 50% fullness from inherently flame retardant, 15oz-Prism-Velour fabric. **Color: Black.** Backstage Curtains to consist of:

Leg Curtains, 3-pairs, in 6-total sections, to be hung from existing 100 series Curtain Tracks.

Border Curtains, 3-each, each in 1-section, to be hung from existing pipes.

Rear Curtain, 1-each in 2-sections, to be hung from an existing 100 series Curtain Track.

Your Price Delivered and Installed would be $17,650.00
**The above price includes all new traveler hardware for the Leg and Rear Curtain tracks.*

Front Curtain Adjustments:

The Front Curtain currently is hanging a little low and both the floor pulley and sash cord are damaged and need to be replaced. We suggest replacing all traveler track hardware for the Front Curtain Track to ensure better operation. These repairs also include a lift rental.

Your Price Delivered and Installed would be $4,400.00

New Pick Up Points:

All of the existing chain pick up points from the curtain tracks and pipes are no longer industry standard. We recommend replacing these with new chain points with new closure hardware. This repair includes a lift rental.

Your Price Delivered and Installed would be $10,200.00

Thank you for asking for these quotations. This bid is good for 10 days and does not include any tax, bid or performance bonds that may be required by contract or law. Delivery of curtains and rigging hardware is estimated at 14 - 22 weeks after receipt of materials for fabrication. Terms are subject to partial billing for the ordering of materials to our shop to begin fabrication, with the remaining balance Net 10 days upon completion of the work, unless other credit terms are agreed upon in writing by both parties. If you need any additional information or have any questions, please feel free to call.

Nick Uthoff
A to Z Theatrical Supply and Service, Inc.
800 East Meyer Blvd.
Kansas City, Missouri 64131
816-523-1655
nick@atoztheatrical.com

RESOLUTION NO. __2088___

A RESOLUTION APPROVING THE DECLARATION AS SURPLUS TO THE CITY'S NEEDS AND AUTHORIZING THE DISPOSITION OF THE INDOOR HITTING BAY

WHEREAS, City Department Heads exercise direct supervision over inventories of supplies, and the sale, trade, or disposition of surplus supplies and equipment belonging to the City; and

WHEREAS, the Purchasing Officer, is responsible with Council approval for the disposition or *sale* of salvage, obsolete, or surplus materials, to prevent deterioration and value loss of no longer used materials, and to reduce storage costs; and

WHEREAS, the Parks and Recreation Director has discussed, and the Public Service Committee recommends, declaring the indoor hitting bay as obsolete and surplus to the City's needs for consideration by the full City Council of declaring such items as surplus and obsolete.

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

That the aforesaid indoor hitting bay located at the Golf Course is determined and declared to be obsolete and surplus to the City's needs and is hereby authorized for disposition via disposal or auction.

PASSED AND APPROVED THIS _______ DAY OF _________, 2025.

____

David B. Flanigan, Mayor

ATTEST:

____

Miranda Deal, City Clerk

Sponsored by: Public Services Committee

RESOLUTION NO. __2089__

A **RESOLUTION** affirming the City of Carthage's dedication to public safety and its commitment to reducing violent crime within its jurisdiction.

WHEREAS, law enforcement is essential for the safety and security of Carthage's citizens, communities, and visitors; and

WHEREAS, engagement between the community and law enforcement plays a critical role in reducing crime by fostering trust between residents and law enforcement; and

WHEREAS, local participation in widespread initiatives cultivates a sense of collective responsibility, trust, and ownership; and

WHEREAS, community buy-in and accountability plays a significant role in influencing criminal activity within a community; and

WHEREAS, the City of Carthage remains committed to advancing public safety, strengthening law enforcement efforts, and implementing initiatives designed to lower crime and improve the quality of life for all who live in and visit the community;

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

Section 1. The City Council of Carthage hereby affirms its strong commitment to public safety and to the ongoing reduction of violent crime within the City.

Section 2. The City of Carthage further commits to meeting the standards and fulfilling the requirements of the Blue Shield Program as outlined in Executive Order 25-03.

Section 3. This Resolution shall become effective immediately upon its passage and approval.

APPROVED BY THE COUNCIL OF THE CITY OF CARTHAGE, MISSOURI, this 27th day of May, 2025

____

David Flanigan, Mayor

ATTEST:

____

Miranda Deal, City Clerk

Program Requirements

The below requirements must be met to be acknowledged as a Missouri Blue Shield Community. Required documentation for the application is noted below the requirement.

1. The local government's governing body shall adopt a resolution demonstrating its commitment to public safety, including a commitment to reduce violent crime within its jurisdiction.
   - Upload the local government's resolution document.

2. The local government has made extraordinary investments in public safety in the last 5 years or has included extraordinary funding for public safety in the current budget.
   - Upload a signed letter from the treasurer indicating increases in law enforcement personnel or budget.

3. The community has participated in policing initiatives.
   - Select from a list of community policing initiatives. See Exhibit 1.

4. The local government's law enforcement agency has a police officer recruitment and retention program.
   - Upload the policy.

5. The local government has partnered with local stakeholders in a joint effort to invest in and/or improve public safety in a significant way.
   - Describe the partnership or upload supporting documentation.

6. The local government has demonstrated effectiveness in reducing crime or created innovative programs that attempt to reduce crime.
   - Describe the program or upload supporting documentation.

7. The local government's law enforcement agency participates in regional anti-crime task forces, or has a demonstrated commitment to be a willing partner with them in the future.
   - Describe the law enforcement agency's participation or upload a letter in intent to participate in regional anti-crime task forces.

8. The local government's law enforcement agency is committed to proactive policing practices
   - Select from a list of proactive policing practices. See Exhibit 2.

9. The local government's law enforcement agency must be in compliance with at least the following statutes: sections 43.505, 43.544, 590.030, 590.650.3, 590.700, and 590.1265, RSMo.
   - Attest to compliance with the above statutes.

10. The local government should also include a summary of their law enforcement agency's recent accomplishments and goals for the coming year and next five years.
    - Describe the law enforcement agency's recent accomplishments.
    - Describe the local government's goals in supporting and investing in its local law enforcement agency.

Exhibit 1

Community Policing Initiatives

☐ Neighborhood Watch Programs	☐ Crisis Intervention Teams (CIT)
☐ Police Athletic Leagues (PAL)	☐ Community Cleanups
☐ Community-Oriented Police Stations	☐ Business Watch Programs
☐ Foot and Bike Patrols	☐ Faith-Based Outreach
☐ Citizen Police Academies	☐ Senior Safety Programs
☐ School Resource Officers (SROs)	☐ Reentry Support Programs
☐ Community Advisory Boards	☐ Child Development Project (CDP)
☐ Coffee with a Cop	☐ Rape Aggression Defense System (RAD)
☐ Violence Interruption Programs	☐ Mothers Against Drunk Driving (MADD)
☐ Homeless Outreach Teams	☐ Other (please list)

Exhibit 2 – Page 1 of 2

Proactive Policing Practices

Community Engagement & Prevention Strategies

☐ Community-Oriented Policing (COP)	☐ Business Crime Prevention Partnerships
☐ Neighborhood Watch Programs	☐ Police Athletic Leagues (PALs)
☐ School Resource Officers (SROs)	☐ Community Liaison Officers
☐ Crime Prevention Through Environmental Design (CPTED)	☐ Gang Prevention & Intervention Programs
☐ Public Awareness & Education Campaigns	☐ Other (please list)

Data-Driven Policing Strategies

☐ Predictive Policing	☐ Social Media Monitoring
☐ CompStat (Comparative Statistics)	☐ License Plate Readers (LPRs)
☐ Crime Mapping	☐ Real-Time Crime Centers (RTCCs)
☐ Hot Spots Policing	☐ Gunshot Detection Systems
☐ Intelligence-Led Policing (ILP)	☐ National Integrated Ballistic Information Network (NIBIN)
☐ Fusion Centers	☐ Other (please list)

Exhibit 2 – Page 2 of 2

Proactive Policing Practices

Targeted Enforcement & Patrol Strategies

☐ Directed Patrols	☐ Repeat Offender Programs (ROPs)
☐ Broken Windows Policing	☐ Parolee & Probation Checks
☐ Traffic Enforcement for Crime Prevention	☐ Vice & Human Trafficking Task Forces
☐ Gun Violence Reduction Strategies	☐ Other (please list)

Technology & Surveillance-Based Strategies

☐ Body-Worn Cameras (BWCs)	☐ Surveillance Camera Networks
☐ Predictive Analytics for Dispatching	☐ Enhanced Suspect Identification
☐ Electronic Monitoring of Offender	☐ Other (please list)
☐ Crime Analysis Units	

Collaborative & Specialized Units

☐ Violent Crime Task Forces	☐ Cybercrime Units
☐ Crisis Intervention Teams (CITs)	☐ Terrorism Early Warning Groups
☐ Domestic Violence Prevention Units	☐ Inter-Agency Collaboration Programs
☐ Nuisance Abatement Programs	☐ Alternative Crisis Response Teams
☐ Financial Crime & Fraud Prevention Units	☐ High Intensity Drug Trafficking Areas
☐ Human Trafficking Prevention Task Forces	☐ Other (please list)

JOB DESCRIPTION
CITY OF CARTHAGE

DEPARTMENT: Fire | **SALARY GRADE:** KPS
POSITION TITLE: Battalion Chief | **FLSA STATUS:** Exempt

RESPONSIBILITIES OF POSITION:
Provides overall management of both emergency and non-emergency functions on an assigned shift. Directs operations of all on duty operating forces of the Fire Department. Serves as commander for significant fire, rescue, hazardous materials, and emergency management incidents. Serves as a member of the department's management team in recommending policies, procedures and budgetary matters. Coordinates or directs one of these areas of Department Responsibility: Prevention, Support Services, and Training.

SUPERVISION RECEIVED AND EXERCISED:
Under general direction of the Deputy Fire Chief/Fire Marshal, supervises and directs professional, technical, or support staff within the department, either directly or indirectly through supervisors as assigned, of one of three shifts in fire operations and services and perform fire suppression and emergency medical services duties.

ESSENTIAL JOB FUNCTIONS: Essential responsibilities and duties may include, but are not limited to the following:

1. Provides leadership and personnel management for assigned shift. Makes recommendations concerning discipline and termination.
1. Ensures understanding, compliance, and support with department policies and standard operating procedures for shift personnel.
2. Serves as Incident Commander for significant fire, emergency medical, rescue, hazardous materials, and emergency management incidents.
3. Serves as immediate supervisor for assigned company operations to ensure effective operation of the department.
4. Performs various administrative duties including completion of evaluations, conducting extensive scheduling, reviewing reports, and preparing memorandums and correspondence for the department.
5. Serves as a member of the department's management team regarding policies, standard operating procedures, and budgetary.
6. Instructs and trains shift personnel in department operations, management changes, and new procedures.
7. Maintains skills in all operation areas of a lower rank within department.
8. Assumes duties of the Chief during his absence which may include coordinating all City Departments and operations during city-wide emergencies and disasters.
9. Maintains all records in accordance with state regulations and testifies in court as custodian of documents.
10. Coordinates with contractual service personnel for repair and maintenance of buildings, equipment and groups.
11. Attends departmental training programs to maintain skills and knowledge of fire and

emergency management.

13. Carries out any other duties as are within the scope, spirit and purpose of the job as directed by the supervisor or Department Head.

QUALIFICATIONS REQUIRED:

Knowledge: Considerable knowledge of current personnel administration, labor-management, and supervisory practices and techniques; technical aspects affecting fire control such as travel of fire, flame propagation, fire behavior, and effects of fire spread in building construction; current practices, methods, techniques and regulations pertaining to employee selection, evaluation, and discipline; issues and problems encountered in employee relations, labor relations, human relations, and customer service; full range of safety regulations, workplace safety awareness programs, accident prevention programs, and hazard identification, mitigation, and avoidance program; fire department operations, fire prevention, fire inspection, arson investigation, emergency/disaster preparedness, emergency medical services, and public safety education; codes and ordinances affecting firefighter safety, fire safety and engineering, fire protection systems and laws pertaining to the crime of arson.

Abilities: Ability to execute fire and disaster plans under emergency and hazardous conditions; perform proficiently all facts of fire service including suppression; effectively schedule, assign and evaluate work of subordinates; assist in the preparation of departmental budget, policy and regulation recommendations; tactfully deal with City and department staff members at all levels, the general public, developers, and business owners regarding service delivery issues, complaints, discipline, performance evaluations, policies, code requirements, compliance and violations; effectively assume fire incident command; understand, use, and apply management and administrative information systems, technical manuals, policies, guidelines, and procedures; to make sound decisions and use good judgement in both routine and emergency situations; communicate effectively using a variety of methods and in a variety of settings and situations with the public, senior management, employees at all organization levels, administrators, and officials.

Experience, Education and Training: Any combination and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be: Experience**:** At least seven (7) years with the Carthage Fire Department in a supervisor or acting supervisor position with the Department. Education: Must have either FF I-II certification. Must either have or be willing to attain certification as a Fire Services Instructor, and either Fire Service Investigator or Fire Service Inspector within 3 years of accepting the appointment. Must also attend classes from the State of Missouri in Emergency Management and be willing to attend courses in supervision and management.

Physical Requirements: Work involves walking, talking, hearing, using hands to handle, feel or operate objects, tools, or controls and reach with hands and arms. Vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus. The employee may be required to push, pull, lift, and/or carry up to 100 pounds. The noise level in the work environment is usually moderately quiet while in the office or moderately loud when in the field. Work may routinely require the employee to climb, balance, bend, stoop, kneel, crouch, and/or crawl. The employee may be required to work in outside weather conditions, in wet and/or humid conditions, in high, precarious places, near moving mechanical parts, near fumes, airborne particles, and/or toxic or caustic chemicals, near risk of electrical shock and/or vibration.

Licenses and Certificates: Possession of or ability to maintain an appropriate valid

Missouri driver's license; certification and training requirements as specified by State Statutes; Firefighter I & II or equivalent certification;

SPECIAL REQUIREMENTS:

Schedule: Typical work hours are 56 hours per week. The "normal work period" for Fire Department shift personnel is 28 days consisting of 212 (rounded) hours at regular rate during the "normal work period." Battalion Chiefs will be required to report at shift change (06:30 hours) when they are on duty and may respond from their residence after 18:30 hours when station staffing allows (currently 4 at Station 1, 3 at Station 2)

LIMITATIONS AND DISCLAIMER:

The above description is meant to describe the general nature and level of work being performed; it is not intended to be construed as an exhaustive list of all responsibilities, duties and skills required for the position. All job requirements are subject to possible modification to reasonably accommodate individuals with disabilities. Some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees. Requirements are representative of minimum levels of knowledge, skill and/or abilities. To perform this job successfully, the employee must possess the abilities or aptitudes to perform each duty proficiently.

I have read the foregoing job description in its entirety and understand its contents. I can perform the essential functions outlined with or without reasonable accommodations under the American with Disabilities Act.

Signed: ________________________________ Date:

JOB DESCRIPTION
CITY OF CARTHAGE

DEPARTMENT: Fire **SALARY GRADE:** __MPS____
POSITION TITLE: Deputy Chief/Fire Marshal **FLSA STATUS:** Exempt

RESPONSIBILITIES OF POSITION:
Provides overall management of both emergency and non-emergency functions on an assigned shift. Directs operations of all on duty operating forces of the Fire Department. Serves as commander for significant fire, rescue, hazardous materials, and emergency management incidents. Serves as a member of the department's management team in recommending policies, procedures and budgetary matters. Coordinates or directs one of these areas of Department Responsibility: Prevention, Support Services, and Training.

SUPERVISION RECEIVED AND EXERCISED:
Under general direction of the Fire Chief, supervises and directs professional, technical, or support staff within the department, either directly or indirectly through supervisors as assigned, Oversees the Training and certification of fire department members within the scope of community need and personnel capabilities.

ESSENTIAL JOB FUNCTIONS: Essential responsibilities and duties may include, but are not limited to the following:

1. Directly responsible for fire and emergency operations. Directs operations for fire suppression, rescue and other services provided by the department.
2. Directly responsible for all records and record keeping pertaining to the department.
3. Provides leadership and personnel management for departmental personnel. Makes recommendations concerning discipline and termination.
4. Ensures understanding, compliance and support with departmental policies and standard operating procedures.
5. Responds to as well as serves as Incident Commander for significant fire, emergency medical, rescue, hazardous materials, and emergency management incidents.
6. Ensures continuity of company operations for effective operations and use of departmental resources.
7. Performs various administrative duties, including completing evaluations, conducting scheduling, reviewing reports and preparing memorandums and correspondence of the department.
8. Serves as a member of the department's management team regarding policies, standard operating procedures and budgetary issues.
9. Interacts with other departments, districts cities and committees.
10. Instructs and trains personnel in department operations, management changes, and new procedures.
11. Manages the allocation of resources, including personnel, equipment, and apparatus for the continuing operation of the department.
12. Manages one or more administrative areas in the operation of the fire department.
13. Assumes duties of the Chief during his absence which may include coordinating all City Departments and operations during city-wide emergencies and disasters.

14. Coordinates with contractual service personnel for repair and maintenance of buildings, equipment, and groups
15. Attend departmental training programs to maintain knowledge of fire and emergency management.
16. Shall be the Chief enforcement officer for the enforcement of codes, ordinances and regulations of the Fire Department and shall have the power to sign complaints before any court or other proper authority for the violation of any City code, ordinance or regulations as related to the Fire Department.
17. Shall upon reviewing and approving building plans, keep records of all permits written, permits issued, and fees collected.
18. Shall inspect or direct to be inspected, all public commercial buildings and occupancies to ascertain compliance with all appropriate buildings, fire prevention, and life safety codes.
19. Shall cause to be prepared, plans for buildings in the City that provide conditions that would be hazardous to the general public and firefighters in time of emergency.
20. Shall be responsible for making routine rough and final inspections of new construction in the City to ensure that such construction is according to code and approved plans.
21. Carries our any other duties as are within the scope, spirit and purpose of the job as directed by the Supervisor or Fire Chief.

QUALIFICATIONS REQUIRED:

Knowledge: Extensive knowledge in training techniques, drills and testing; fire behavior and characteristics; firefighting techniques, practices and standards; Fire Department policies and procedures; all department vehicles and equipment capabilities, as well as minimal knowledge of vehicle and power; tool mechanics and operation; motivational skills pertinent to career personnel; emergency medical techniques, practices and standards; grant writing techniques and procedures; and all emergency management principles.

Abilities: Ability to follow verbal and written instructions; analyze situations quickly and make decisions regarding the management of emergency situations; work effectively as part of the management team; research and evaluate programs to meet department training needs; prepare concise state and departmental records and reports; identify problem areas and make recommendations; communicate effectively, both orally and in writing; manage budget within assigned division; ability to interact professionally with subordinates, superiors, public, and outside associates in an effective manner; ability to perform all physical tasks necessary to complete all necessary requirements in both emergency and non-emergency conditions; ability to execute fire and disaster plans under emergency and hazardous conditions; perform proficiently all facets of fire service including suppression; effectively schedule, assign and evaluate work of subordinates; assist in the preparation of departmental budget, policy and regulation recommendations.

Experience, Education and Training: Any combination and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain knowledge and abilities would be Experience**:** At least Ten (10) years in the fire service with Five (5) years with the Carthage Fire Department in a supervisor or acting supervisor position with the Department. Education: Must have FF I-II certification. Must either have or be willing to attain certification as a Fire Services Instructor, Fire Officer I and II, and either Fire Service

Investigator or Fire Service Inspector within 3 years of accepting the appointment. Advanced Fire Service Instructor certifications are encouraged (Currently Instructor 2,3, and 4 are available options). .

Physical Requirements: Work involves walking, talking, hearing, using hands to handle, feel or operate objects, tools, or controls and reach with hands and arms. Vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus. The employee may be required to push, pull, lift, and/or carry up to 100 pounds. The noise level in the work environment is usually moderately quiet while in the office or moderately loud when in the field. Work may routinely require the employee to climb, balance, bend, stoop, kneel, crouch, and/or crawl. The employee may be required to work in outside weather conditions, in wet and/or humid conditions, in high, precarious places, near moving mechanical parts, near fumes, airborne particles, and/or toxic or caustic chemicals, near risk of electrical shock and/or vibration.

Licenses and Certificates: Possession of or ability to maintain an appropriate valid Missouri driver's license; certification and training requirements as specified by State Statutes; IFSAC Firefighter I & II or equivalent certification; Fire Service Instructor and Fire Officer I & II.

SPECIAL REQUIREMENTS:

Schedule: Work is typically 8:00 a.m. to 5:00 p.m. Shifts may be adjusted pursuant to the discretion of the Chief and/or Deputy Chief depending on departmental and community needs. Employee is scheduled to work 80 hours during the bi-weekly work period. Additional hours may be required to attend fires and/or emergency situations and meetings

LIMITATIONS AND DISCLAIMER:

The above description is meant to describe the general nature and level of work being performed; it is not intended to be construed as an exhaustive list of all responsibilities, duties and skills required for the position. All job requirements are subject to possible modification to reasonably accommodate individuals with disabilities. Some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees. Requirements are representative of minimum levels of knowledge, skill and/or abilities. To perform this job successfully, the employee must possess the abilities or aptitudes to perform each duty proficiently.

I have read the foregoing job description in its entirety and understand its contents. I can perform the essential functions outlined with or without reasonable accommodations under the American with Disabilities Act.

Signed: ________________________________ Date:

Revised March 2009

JOB DESCRIPTION
CITY OF CARTHAGE

DEPARTMENT: Police
POSITION TITLE: Taxi Driver

SALARY GRADE: PA
FLSA STATUS: Non-Exempt

RESPONSIBILITIES OF POSITION:
Drives a taxicab to transport passengers for a fee. Picks up passengers in response to radio or telephone relayed request for service providing a safe and courteous environment for citizens during transport.

SUPERVISION RECEIVED:
Under general supervision of the Administrative Sergeant. Incumbent is expected to demonstrate and exercise considerable independent judgement and knowledge in the performance of assigned duties.

ESSENTIAL JOB FUNCTIONS: Essential responsibilities and duties may include, but are not limited to the following:

1. Familiar with city streets and addresses.
2. Knowledge of City, State and local traffic ordinances.
3. Ability to conform to Police Department rules and regulations.
4. Maintain a clean and safe vehicle.
5. Perform basic monetary transactions and keep records of same.
6. Ability to operate transportation vehicle while obeying all traffic laws.
7. Communicate and interact well with the public.
8. Operate vehicle radios and phones.
9. Ability to work with handicapped persons or equipment.
10. Carries out any other duties as are within the scope, spirit and purpose of the job as directed by the supervisor or Department Head.

QUALIFICATIONS REQUIRED:

Knowledge: Extensive knowledge of the operations and features of assigned vehicle(s); general driving skills and knowledge of traffic laws; skills in reasoning and interpreting policies and procedures, maps, and route directions; and ability to administer First Aid and CPR. General knowledge of geography of the City including business sections.

Abilities: Ability to drive a multi-passenger vehicle safely and appropriately, including ability to read and interpret road signs in English; ability to read, understand, and adhere to the rules regulations of the Federal, State and Local governments. Ability to recognize vehicle maintenance needs; to perform minor vehicle repairs; to communicate effectively orally and in writing; to establish effective professional relationships with customers, co-workers, and upper level staff and employees. Reflect a positive image with the public. Ability to pass a pre-employment and random drug screens as required by the Department of Transportation.

Experience, Education and Training: Any combination equivalent to experience and education that could likely provide the required knowledge and abilities would be qualifying. A typical way to obtain the knowledge and abilities would be: Experience: Sufficient training and experience to demonstrate the knowledge and abilities listed above. Education: High school diploma or (HSE Equivalency Credential) preferred. Must be a minimum of 21 years of age, and possess and maintain a safe driving record.

Physical Requirements: Must be able to operate a motor vehicle. Must be able to physically assist the transportation of handicapped persons. Must be able to assist with luggage, parcels and other items being transported. The employee may frequently exert or lift at least 25 pounds.

Licenses and Certificates: Possession of or ability to maintain a current valid Missouri Class E chauffeur's license; to maintain a functioning telephone at place of residence.

SPECIAL REQUIREMENTS:

Schedule: Work is typically 8:00 a.m. to 5:00 p.m. Employee is scheduled to work up to 56 hours during the bi-weekly period. Specific hours to set by supervisor or Department Head.

Overtime: The city provides overtime or compensatory time off pursuant to the Fair Labor Standards Act. No overtime is required for this position.

LIMITATIONS AND DISCLAIMER:

The above job description is meant to describe the general nature and level of work being performed; it is not intended to be construed as an exhaustive list of all responsibilities, duties and skills required for the position. All job requirements are subject to possible modification to reasonably accommodate individuals with disabilities. Some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees. Requirements are representative of minimum levels of knowledge, skills and/or abilities. To perform this job successfully, the employee must possess the abilities or aptitudes to perform duty proficiently.

I have read the foregoing job description in its entirety and understand its contents. I can perform the essential functions outlined with or without reasonable accommodations under the American with Disabilities Act.

Signed:______________________________ Date:

Revised September 2020

JOB DESCRIPTION
CITY OF CARTHAGE

DEPARTMENT: Fire **SALARY GRADE:** ___KPS____
POSITION TITLE: Training Chief **FLSA STATUS:** Non-Exempt

RESPONSIBILITIES OF POSITION:
Provides overall management of both emergency and non-emergency functions on an assigned shift. Directs operations of all on duty operating forces of the Fire Department. Serves as commander for significant fire, rescue, hazardous materials, and emergency management incidents. Serves as a member of the department's management team in recommending policies, procedures and budgetary matters. Coordinates or directs one of these areas of Department Responsibility: Prevention, Support Services, and Training.

SUPERVISION RECEIVED AND EXERCISED:
Under general direction of the Fire Chief, supervises and directs professional, technical, or support staff within the department, either directly or indirectly through supervisors as assigned, Oversees the Training and certification of fire department members within the scope of community need and personnel capabilities.

ESSENTIAL JOB FUNCTIONS: Essential responsibilities and duties may include, but are not limited to the following:

1. Directly responsible for all operations of the training division.
2. Directly responsible for the drafting of policy and procedures, as related to the training division, for Fire Chief approval.
3. Directs training for fire suppression, rescue and other services provided by the Fire Department.
4. Directly responsible for all records and record keeping pertaining to the training division.
5. Provides leadership and personnel management for Fire Department personnel.
6. Directly responsible for the development and delivery of changes necessitated by changes to Fire Department policies or standard operating procedures.
7. Responds to, as well as serves in the capacity of Incident Commander for significant Fire, emergency medical, rescue, hazardous materials and emergency management incidents as prescribed by the Fire Chief.
8. Directly responsible for consistent, uniform training throughout the Fire Department.
9. Shall serve under the direction of the Fire Chief.
10. Functions as the Fire Department Safety Officer at all incidents.
11. Performs all other related duties as assigned by the Fire Chief.
12. Shall attend all Officers meetings and report on activities of the training division.
13. Shall work closely with the Deputy Chief/Fire Marshal in forming a training program for fire crews in inspection activities, fire prevention and public education.
14. Serves as a member of the Fire Department's management team in the recommendation, development and administration of policies, procedures, and

departmental budget.

15. Carries out any other duties as are within the scope, spirit, and purpose as directed by the supervisor or Fire Chief.

QUALIFICATIONS REQUIRED:

Knowledge: Extensive knowledge in training techniques, drills and testing; fire behavior and characteristics; firefighting techniques, practices and standards; Fire Department policies and procedures; all department vehicles and equipment capabilities, as well as minimal knowledge of vehicle and power; tool mechanics and operation; motivational skills pertinent to career personnel; emergency medical techniques, practices and standards; grant writing techniques and procedures; and all emergency management principles.

Abilities: Ability to follow verbal and written instructions; analyze situations quickly and make decisions regarding the management of emergency situations; work effectively as part of the management team; research and evaluate programs to meet department training needs; prepare concise state and departmental records and reports; identify problem areas and make recommendations; communicate effectively, both orally and in writing; manage budget within assigned division; ability to interact professionally with subordinates, superiors, public, and outside associates in an effective manner; ability to perform all physical tasks necessary to complete all necessary requirements in both emergency and non-emergency conditions; ability to execute fire and disaster plans under emergency and hazardous conditions; perform proficiently all facets of fire service including suppression; effectively schedule, assign and evaluate work of subordinates; assist in the preparation of departmental budget, policy and regulation recommendations.

Experience, Education and Training: Any combination and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain knowledge and abilities would be Experience**:** At least Ten (10) years in the fire service with Five (5) years with the Carthage Fire Department in a supervisor or acting supervisor position with the Department. Education: Must have FF I-II certification. Must either have or be willing to attain certification as a Fire Services Instructor, Fire Officer I and II, and either Fire Service Investigator or Fire Service Inspector within 3 years of accepting the appointment. Advanced Fire Service Instructor certifications are encouraged (Currently Instructor 2,3, and 4 are available options). .

Physical Requirements: Work involves walking, talking, hearing, using hands to handle, feel or operate objects, tools, or controls and reach with hands and arms. Vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus. The employee may be required to push, pull, lift, and/or carry up to 100 pounds. The noise level in the work environment is usually moderately quiet while in the office or moderately loud when in the field. Work may routinely require the employee to climb, balance, bend, stoop, kneel, crouch, and/or crawl. The employee may be required to work in outside weather conditions, in wet and/or humid conditions, in high, precarious places, near moving mechanical parts, near fumes, airborne particles, and/or toxic or caustic chemicals, near risk of electrical shock and/or vibration.

Licenses and Certificates: Possession of or ability to maintain an appropriate valid Missouri driver's license; certification and training requirements as specified by State Statutes; IFSAC Firefighter I & II or equivalent certification; Fire Service Instructor and Fire Officer I & II

SPECIAL REQUIREMENTS:

Schedule: Work is typically 8:00 a.m. to 5:00 p.m. Shifts may be adjusted pursuant to the discretion of the Chief and/or Deputy Chief depending on departmental and community needs. Employee is scheduled to work 80 hours during the bi-weekly work period. Additional hours may be required to attend fires and/or emergency situations and meetings

Overtime: The City provides overtime or compensatory time off pursuant to the Fair Labor Standards Act. Overtime is required for the position.

LIMITATIONS AND DISCLAIMER:

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I have read the foregoing job description in its entirety and understand its contents. I can perform the essential functions outlined with or without reasonable accommodations under the American with Disabilities Act.

Signed: ________________________________ Date: