City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

June 4, 2025 - 5:00 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. **Call to Order**
2. **Old Business**
    1. Approval of Minutes
        Approval of May 12, 2025 Minutes
        Approval of May 14,2025 Minutes
3. **Citizens Participation**
    (Citizens wishing to speak should notify Department Head or Committee Chair in advance)
4. **New Business**
    1. Consider and Discuss Downtown Sidewalk Expansion Project
    2. Consider and Discuss Memorial Hall Curtain Budget Adjustment
    3. Consider and Discuss Revisions to the Boots Court Foundation Agreement
    4. Consider and Discuss Budget Perfection
    5. Staff Reports
5. **Adjournment**

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

City of Carthage, Missouri

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
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

COUNCIL BILL NO. ______ **ORDINANCE NO. ______**

An Emergency Ordinance authorizing the Mayor to enter into an agreement with the Missouri Department of Economic Development for acceptance of a Community Revitalization Grant, 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 accept a Community Revitalization Grant from the Missouri Department of Economic Development, a copy of which Agreement 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: Budget Ways and Means

Community Development Block Grant Program
Downtown Revitalization

GRANT AGREEMENT

This grant agreement ("Agreement") is between the Missouri Department of Economic Development ("DED"), an executive branch agency of the State of Missouri, and Subrecipient, a unit of general local government of the State of Missouri (together with DED a "Party" or collectively the "Parties").

1. IDENTIFYING INFORMATION

A field with an asterisk (*) is a defined term in this Agreement.

SUBRECIPIENT* City of Carthage	PROJECT NUMBER 2023-DTR-02
COUNTY Jasper	PROJECT TITLE City of Carthage- Downtown Revitalization Project
EIN 44-6000157	SAM.GOV UNIQUE ENTITY IDENTIFIER ZDYZNNKUKHH9
FEDERAL AWARD ID NUMBER(S) (FAIN): B-23-DC-29-0001	CFDA NUMBER AND NAME 14.228 Community Development Block Grant/ State's Program
COST SHARING RATIO* 20.0%	SUBRECIPIENT'S FISCAL YEAR END 06
MAXIMUM CDBG GRANT AMOUNT* 750,000.00	NON-FEDERAL SHARE AMOUNT* (local match) 187,400
GRANT AWARD DATE* April 16, 2025	

<table>
<tr><td colspan="3">NATIONAL OBJECTIVE*</td></tr>
<tr><td colspan="2">☐ LMI Area by Pre-Award Survey (LMA-S)
☐ LMI Area by Census (LMA-C)
☐ LMI Limited Clientele (LMC)
☐ LMI Limited Clientele by Post-Award Survey LMC-S)
☐ Elimination of Slum and Blight by Spot Basis (SBS)
☒ Elimination of Slum and Blight by Area Basis (SBA)
☐ Urgent Need</td><td>LMI Persons:
57%

LMI Families:
57%</td></tr>
<tr><td>PROJECT BENEFICIARIES
Number of Persons to be served: 15,552
Number of families to be served: 6,396</td><td>SENATE DISTRICT
32</td><td>HOUSE DISTRICT
163</td></tr>
<tr><td>PROJECT'S PROGAM CATEGORY:
☒ General infrastructure
☐ Community facilities
☐ Demolition
☐ Workforce Training Initiative Planning</td><td colspan="2">FEDERAL PREVAILING WAGE:
☒ Davis-Bacon APPLIES to Project
☐ Davis-Bacon DOES NOT APPLY to Project</td></tr>
</table>

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Cost Summary / Approved Budget

ELIGIBLE ACTIVITY	ACT. NO.	NEPA REQUIRED?	FUNDING YEAR	TOTAL	CDBG FUNDS	MATCHING FUNDS SUB-RECIPIENT CASH	MATCHING FUNDS SUB-RECIPIENT IN-KIND	OTHER PRIVATE	STATE/FEDERAL
Sidewalks	*17*	*Yes*	*2023*	*723,190*	*723,190*				
Architectural Design	*36*	*Yes*	*2023*	*88,800*	*26,810*	*61,990*			
Inspection	38	*Yes*	*2023*	*77,900*		*77,900*			
				0					
Administration	*35*		*2023*	*47,510*		*47,510*			
				0					
				0					
				0					
				0					
				0					
-	-	-	-	-					
TOTAL	-	-	-	***937,400***	***750,000***	***187,400***	-	-	-

NOTICE TO SUBRECIPIENT*	*NOTICE TO DED**
City of Carthage, Missouri Attn: Dan Rife, *Mayor* 326 Grant St Carthage, Mo 64836 Phone: (417) 237-7000 Email: t.cox@carthagemo.gov	*Department of Economic Development* *CDBG Program* *Attn: Brandon Jenson, Manager* *Mail:* *P.O. Box 118* *Jefferson City, MO 65102 -0118* *Physical:* *301 W. High Street, Suite 770* *Jefferson City, MO 65101* *Phone: 573/751-3600* *Email: mocdbg@ded.mo.gov*

1. RECITALS

1.1. The U.S. Department of Housing and Urban Development ("HUD") issues grants to the states and units of local government for community development activities as authorized in Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301 *et seq.*, "HCDA"), and implementing regulations at 24 CFR part 570.

1.2. HUD issues amounts to states for non-entitlement areas (defined in in 42 USC § 5302(a)(7)), as authorized by 42 U.S.C. § 5306(d) (the "CDBG Program").

1.3. DED administers the CDBG Program for the State of Missouri.

1.4. DED has adopted, and HUD has approved, five-year consolidated plans setting forth how DED will implement the CDBG Program for a five-year period.

1.5. DED also adopted, and HUD approved, annual action plans that amend the consolidated action plan, therefore also setting forth DED's implementation of the CDBG Program.

1.6. DED entered into a grant agreement with HUD for each year of Federal funding under the CDBG Program.

1.7. DED published guidelines for the FY2022 competitive cycle ("FY2022 Cycle") of the CDBG Program and solicited applications for grants under the FY2022 Cycle of the CDBG Program.

1.8. Subrecipient submitted an application for an award under the FY2022 Cycle of the CDBG Program.

1.9. DED issued an approval letter to Subrecipient awarding Federal funds for its application under the FY2022 Cycle of the CDBG Program.

1.10. The Parties wish to set forth their mutual expectations and obligations with respect to DED's CDBG Program award to Subrecipient, and agree as follows:

2. DEFINITIONS

2.1. As used in this Agreement, capitalized terms have the meanings set forth in the introductory clause, sections 1 and 2 of this Agreement, and as follows:

(a) "Allowable Costs" has the meaning set forth in section 7 of this Agreement.

(b) "CDBG Funds" has the meaning in 24 CFR § 570.481(a)(2), and is the Federal funding Subrecipient does or may receive from DED under this Agreement (and includes Program Income).

(c) "Cost Sharing Ratio" means as follows, expressed as a percentage:

$$\text{Cost Sharing Ratio} = \frac{\text{Non-Federal Share Amount}}{\text{Total Approved Budget}}$$

For the Project covered by this Agreement, the Cost Sharing Ratio is the percentage set forth in section 1 of this Agreement.

(d) "CDBG Administration Manual" means DED's CDBG Administration Manual/Policy Document, as may be amended from time to time, available on DED's CDBG website at: Community Development Block Grant Information | Department of Economic Development (mo.gov).

(e) "Effective Date" of this Agreement shall be the Grant Award Date in section 1 of this Agreement.

(f) "Eligible Activities" are those authorized in 42 U.S.C. § 5305(a) (of the HCDA), 24 CFR 570.482, and for the Project, are the eligible activities listed under Eligible Activities, Costs, and Funding Strategy in Section 1 of this Agreement.

(g) "Federal Grant Agreement(s)" means one or more agreements entered into between HUD and DED for CDBG Program funding that may apply to this award (if checked in section 1 of this Agreement), which are attached to this Agreement as follows:

Federal Grant Number	Exhibit No.
B-17-DC-29-0001	Exhibit 1
B-18-DC-29-0001	Exhibit 2
B-19-DC-29-0001	Exhibit 3
B-20-DC-29-0001	Exhibit 4
B-21-DC-29-0001	Exhibit 5
B-22-DC-29-0001	Exhibit 6
B-23-DC-29-0001	Exhibit 7
B-24-DC-29-0001	Exhibit 8

(h) “Federal Grant Number”, as set forth in the definition of Federal Grant Agreement, means HUD’s identifying number for each grant, and for purposes of the remainder of this Agreement, means the Federal Grant Number(s) listed in Section 1 of this Agreement that are marked.

(i) “Federal Grant Year” (in the Eligible Activities, Costs, and Funding Strategy in section 1 of this Agreement) corresponds to the Federal Grant Number, and the “Eligible Activity Expenditure Deadline” for the Federal Grant Year are as follows:

Federal Grant Year	Federal Grant Number	Eligible Activity Expenditure Deadline
2017	B-17-DC-29-0001	06/01/2024
2018	B-18-DC-29-0001	06/01/2025
2019	B-19-DC-29-0001	06/01/2026
2020	B-20-DC-29-0001	06/01/2027
2021	B-21-DC-29-0001	06/01/2028
2022	B-22-DC-29-0001	06/01/2029
2023	B-23-DC-29-0001	06/01/2030
2024	B-24-DC-29-0001	06/01/2031

(j) “Maximum CDBG Grant Amount” means the amount stated in section 1 of this Agreement.

(k) “National Objective” has the meaning set forth in 42 U.S.C. § 5304(b)(3) and 24 CFR § 570.483; the Project’s National Objective is as set forth in section 1 of this Agreement, excluding planning (if planning is eligible).

(l) “Non-Federal Share Amount” means the Subrecipient’s voluntary cost sharing commitment (see 2 CFR § 200.1) for the Project, equal to the amount in section 1 of this Agreement.

(m) “Period of Performance” commences on the Grant Award Date in Section 1 () of this Agreement and ends on the earlier of: (1) Three (3) years from Grant Award Date; or (2) the latest Eligible Activity Expenditure Deadlines applicable to the Project.

(n) “Project” means the project detailed in Subrecipient’s Application for which DED issued an approval letter.

(o) “Project Budget” means the information in Eligible Activities, Costs, and Funding Strategy in Section 1 of this Agreement.

(p) "Project Costs" has the meaning set forth in 2 CFR § 200.1, and is the total Allowable Costs actually incurred for the Project.

(q) "Program Income" has the meaning set forth in 24 CFR 570.500(a) and .489(e), except that it excludes the total amount of funds that is less than $35,000 received in a single program year by the Subrecipient.

(r) "Request for Funds" means the form, including accompanying and supporting documentation, completed by Subrecipient, and submitted to DED, to request a payment of CDBG Funds.

(s) "RSMo" means the Revised Statutes of Missouri.

(t) "State" means the State of Missouri.

(u) "Subaward" has the meaning in 2 CFR § 200.1, and is as described in the contract documents set forth in § 4 of this Agreement. This Subaward is of Federal financial assistance (as defined in 2 CFR § 200.1) received by DED under the Federal Grant Agreement.

(v) "Subrecipient's Application" means the application and supporting documentation for the Project received by DED from Subrecipient under the FY2022 Cycle of the CDBG Program.

(w) "Total Approved Budget" means the sum of the Maximum CDBG Grant Amount and the Non-Federal Share Amount set forth in section 1 of this Agreement.

(x) "Unallowable Cost" has the meaning as set forth in the Uniform Guidance, subpart E, and as set forth in section 7 of this Agreement.

(y) "Uniform Guidance" means 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements, adopted by HUD pursuant to 2 CFR § 2400.101.

3. SUBRECIPIENT'S REPRESENTATIONS AND OBLIGATIONS

3.1. In addition to federal and state laws, regulations, and executive orders as set forth elsewhere in this Agreement, all of Subrecipient's activities under this Agreement must comply with all applicable requirements in:

(a) The Federal Grant Agreement(s) (Exhibits 1-7);

(b) DED's CDBG Program FY2022 Competitive Application Guidelines, which are incorporated by reference as if attached to or fully set forth in this Agreement;

(c) The State's 2018-2022 Consolidated Plan, available on DED's CDBG website https://ded.mo.gov/programs/cdbg/grant-information#mini-panel-cdbg-grant-information1 , incorporated by reference as if attached to or fully set forth in this Agreement;

(d) The State's FY2022 Action Plan, as amended from time to time, available on DED's CDBG website https://ded.mo.gov/programs/cdbg/grant-information#mini-panel-cdbg-grant-information1, incorporated by reference as if attached to or fully set forth in this Agreement;

(e) The CDBG Administration Manual, incorporated by reference as if attached or fully set forth in this Agreement. Subrecipient must carry out the Project in compliance with the entirety of the CDBG Administration Manual, not just the provisions specifically cited or referenced elsewhere in this Agreement; and

(f) Subrecipient's Application is incorporated by reference as if attached to or fully set forth in this Agreement.

3.2. Subrecipient hereby accepts responsibility for complying with this Agreement by any and all further subrecipient entities to which Subrecipient makes available any portion of the CDBG Funds and for any contractors with which Subrecipient contracts and will pay using CDBG Funds.

4. EFFECTIVE DATES OF AGREEMENT

4.1. This Agreement shall be effective beginning on the Grant Award Date and shall terminate automatically 60 days after the end of the Project closeout by DED, conducted pursuant to section 9.8 of this Agreement.

4.2. Upon termination or cancellation as set forth in this section 5 or in section 14, sections 1, 2 (recitals), 3 (definitions), 11 (recordkeeping and access to records), and 14 (default and remedies) of this Agreement shall survive and continue in force.

5. ELIGIBLE ACTIVITIES

5.1. Subrecipient must perform the Project in its entirety.

5.2. Subrecipient's Project, excluding grant administration expenses, must meet the National Objective.

5.3. Subrecipient may only use CDBG Funds for the Project's Eligible Activities for which CDBG Funds are allocated in the Eligible Activities, Costs, and Funding Strategy in Section 1 of this Agreement, and for no other purpose.

5.4. Pursuant to 24 CFR § 570.207(a)(3), Subrecipient shall not use CDBG Funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities.

6. ALLOWABLE COSTS

6.1. Subrecipient may only be reimbursed by DED with CDBG Funds for Allowable Costs as set forth in this section 7.

6.2. Allowable Costs will be determined based on the following:

(a) Subpart E of the Uniform Guidance, Cost Principles, (as made applicable by 24 CFR § 570.489(p)), including but not limited to:

i. The cost is necessary for Subrecipient to perform the Project;

ii. The cost must not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost; and

iii. The cost must have been incurred directly or indirectly to perform the Project;

(b) Subparts I and J of 24 CFR part 570, which, in the event of conflict with any provision of Subpart E of the Uniform Guidance, will control;

(c) An allowable cost is one incurred by Subrecipient within the Period of Performance for this Agreement, except:

i. Administrative costs incurred by Subrecipient after the Period of Performance relating to close-out of the Project may be eligible for reimbursement.

(d) The cost must be included in the Project Budget;

(e) The cost must correspond to an Eligible Activity under Eligible Activities, Costs, and Funding Strategy in Section 1 of this Agreement.

(f) The cost for an Eligible Activity must be submitted to DED no later than the Eligible Activity Expenditure Deadline that corresponds to the Federal Grant Year for the Eligible Activity in the Eligible Activities, Costs, and Funding Strategy in Section 1 of this Agreement.

(g) The cost is <u>not</u> an Unallowable Cost. Unallowable costs include, but are not limited to, the following:

i. Costs incurred by Subrecipient before or after the Period of Performance, except as otherwise provided in section 7.2(c) of this Agreement;

i. Costs set forth in 24 CFR § 570.489(p)(1) to (4);

ii. Costs of prohibited lobbying activities, as set forth in 2 CFR § 200.450 (see certification in section 7.6 of this Agreement);

iii. Other costs disallowed by subpart E of the Uniform Guidance.

6.3. **Cost Allocation.** If any part of the costs to be reimbursed under this Agreement are joint costs involving allocation to more than one project or activity, such costs shall be allocated and reported in accordance with the provisions of this Agreement.

6.4. **Administrative Costs.** A Subrecipient's administrative costs are limited to four percent (4%) of the grant amount, not to exceed 4% of the Maximum CDBG Grant Amount or 4% of actual CDBG Funds paid to Subrecipient under this Agreement, whichever is lower. To be claimed for reimbursement, administrative costs must be included in the Project's Budget in the Subrecipient's Application.

6.5. **Indirect Costs.** If Subrecipient will request reimbursement for indirect costs other than the *de minimis* indirect cost rate (2 CFR § 200.414(f)), Subrecipient must submit to DED a copy of its negotiated indirect cost rate agreement (NICRA).

(a) Subrecipient will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the Funding Approval Form.

(b) Once the Subrecipient makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change it.

(c) Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency.

(d) If the indirect cost rate is provisional, once the rate become final, Subrecipient must remit any overpayment of funds to DED, and subject to the availability of funds, DED must remit any underpayment to Subrecipient.

6.6. **Lobbying Activities.** Subrecipient must not use CDBG Funds for prohibited lobbying activities, as set forth in 2 CFR § 200.450. Pursuant to the Byrd Anti-lobbying Amendment, 31 U.S.C. § 1352, the "New Restrictions on Lobbying" at 24 CFR part 87, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying" and related federal notices:

Subrecipient certifies, to the best of its knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of Partner Agency, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Partner Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

iii. Subrecipient must require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

7. LOCAL MATCH (VOLUNTARY COST SHARING)

7.1. Subrecipient must meet its voluntary cost sharing commitment for the Project, as set forth in this Agreement.

(a) Subrecipient's voluntary cost sharing commitment in Subrecipient's Application was based on anticipated total project costs (the Total Approved Budget). Accordingly, Subrecipient's voluntary cost sharing commitment shall be determined as follows:

i. If actual Allowable Costs for the Project are less than the Total Approved Budget amount (e.g., the Project is completed at lower costs than anticipated), Subrecipient's voluntary cost sharing commitment under this Agreement shall be the product of the Cost Sharing Ratio and the actual Allowable Costs for the Project.

ii. If actual Allowable Costs for the Project exceed the Total Approved Budget amount, the CDBG Funds with which DED may reimburse Subrecipient cannot exceed the Maximum CDBG Grant Amount in section 1 of this Agreement.

(b) Subrecipient's voluntary cost sharing must comply with 2 CFR § 200.306.

(c) Voluntary cost sharing can only be met with Allowable Costs for the Project's Eligible Activities.

(d) Voluntary cost sharing, whether in cash or in-kind contributions, must be paid out at the same general rate as the CDBG Funds.

(e) Subrecipient must create and maintain sufficient records demonstrating its voluntary cost sharing to facilitate questions and audits.

7.2. Subrecipient must submit records to DED showing how it has met its voluntary cost sharing commitment in order to receive reimbursement under section 9 of this Agreement.

7.3. Subrecipient's failure to meet its voluntary cost sharing commitment may result in DED assigning specific award conditions or taking other action as authorized in section 14.2 of this Agreement.

8. INVOICES, PAYMENTS, AND CLOSEOUT

8.1. DED will reimburse Subrecipient for Allowable Costs based on the amounts for Project's Eligible Activities as set forth in the Project Budget, not to exceed the Maximum CDBG Grant Amount in section 1 of this Agreement.

8.2. DED will not reimburse Subrecipient until Subrecipient has submitted a Request for Funds with all supporting documentation, including invoices, as required by this Agreement and the CDBG Administration Manual, Chapter 4.

8.3. A payment by DED shall not prejudice DED's right to object to or question any reimbursement, invoice, or related matter. A payment by DED shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

8.4. Reimbursement to Subrecipient for travel, meals, or lodging shall be subject to amounts and limitations specified in the State of Missouri Travel Regulations, 1 C.S.R. § 10-11.010, and shall be contingent upon and limited by the Project Budget amount for such costs.

8.5. Prerequisites to Invoicing and/or Reimbursements

(a) **Environmental Review.** Pursuant to 24 CFR § 570.200(a)(4), and as set forth in section 13.4 of this Agreement, Subrecipient may be required to perform an environmental review for the Project.

(b) If applicable, Subrecipient must complete the environmental review as set forth in Chapter 8 of the CDBG Administration Manual (Environmental Review), and required under the National Environmental Policy Act, and submit a "Request for Release of Funds and Certification Form" to DED for forwarding to HUD for approval, after which DED would issue a Release of Funds letter (see CDBG Administration Manual, Ch. 8).

8.6. **Invoice Requirements and Grant Disbursement Reconciliation Report.** The Subrecipient must submit to DED, no more than once monthly, a Request for Funds with all necessary supporting documentation, by submitting them to: CDBG Program, P.O. BOX 118, Jefferson City, MO 65102-0118.

(a) Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly):

i. Invoice/reference number (assigned by Subrecipient);

ii. Invoice date;

iii. Invoice period (to which the reimbursement request is applicable);

iv. Project Number (from section 1);

v. Receipient/Grantor: State of Missouri Department of Economic Development;

vi. Subrecipient name;

vii. Subrecipient remittance address;

viii. Subrecipient contact for invoice questions (name, phone, and email, if available); and

ix. Itemization of reimbursement requested for the invoice period detailing, at minimum, all of the following:

a. The amount requested by Project Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by State Comprehensive Travel Regulations, are attached to the invoice);

b. The amount reimbursed by project budget line-item to date;

c. The total amount reimbursed under this Agreement to date; and

d. The total amount requested (all line-items) for the invoice period.

x. Documents as required in section 8 of this Agreement to enable DED to ensure it is reimbursing Subrecipient with CDBG Funds at the same general rate as Subrecipient's Local Effort is met.

(b) Subrecipient understands and agrees:

i. An invoice under this Agreement shall include only reimbursement requests for actual, reasonable, and necessary expenditures required to carry out the Project and shall be subject to the Project Budget and any other provision of this Agreement relating to allowable reimbursements;

ii. An invoice under this Agreement shall not include any reimbursement request for future expenditures; and

iii. An invoice under this Agreement shall initiate the timeframe for reimbursement only when DED is in receipt of the invoice, and the invoice meets the minimum requirements of this Agreement.

(c) DED shall not be responsible for the payment of any invoice submitted to DED after the grant disbursement reconciliation report. Any Subrecipient costs submitted for reimbursement after the grant disbursement reconciliation report will not be paid.

(d) Subrecipient must submit its final invoice and a grant distribution reconciliation report no later than 60 days after the end of the Period of Performance in a form and substance reasonably acceptable to DED.

(e) If total disbursements to Subrecipient under this Agreement exceed the Maximum CDBG Grant Amount in section 1 of this Agreement, or the maximums for professional service fees established in the CDBG Administration Manual, Subrecipient must refund the excess amount to DED. Subrecipient must submit the refund with the final grant disbursement reconciliation report.

(f) Subrecipient's failure to provide a final grant disbursement reconciliation report to DED as required by this Agreement may result in the Subrecipient being deemed ineligible for reimbursement under this Agreement, and the Subrecipient may be required to refund any and all payments made under this Agreement.

8.7. **Program Income.**

(a) Reporting and treatment of Program Income are subject to the requirements in 24 CFR 570.489(e), & .504, and chapter 4 of the CDBG Administration Manual.

(b) If equipment is purchased with CDBG Funds, and the equipment is sold, the proceeds shall be Program Income. See 24 CFR 570.502(a)(6).

8.8. **Closeout.**

(a) Subrecipient must close out its accounting records with respect to the Project at the end of the Period of Performance in such a way that reimbursable expenditures and revenue collections are not carried forward.

(b) Subrecipient must submit to DED all Project closeout documents no later than 60 days after the end of the Period of Performance.

(c) DED's closeout of the subaward covered by this Agreement shall take place pursuant to 2 CFR 200.344. (Per 24 CFR 570.502(a)(8)).

8.9. **Disallowed Costs.** Any amounts payable to the Subrecipient shall be subject to reduction for amounts included in any invoice or payment that are determined by DED, on the basis of audits or monitoring, to constitute an Unallowable Cost.

8.10. **DED's Right to Set Off.** DED reserves the right to set off or deduct from amounts that are or shall become due and payable to the Subrecipient under this Agreement.

8.11. Subrecipient must adhere to the deadlines for the Project. If the Subrecipient is unable to meet a deadline, the Subrecipient must request an extension of such deadline from DED in writing no later than five (5) business days prior to the deadline.

9. DISPOSITION OF REAL PROPERTY

9.1. Subrecipient must comply with the applicable requirements of 24 CFR 570.489(j):

(a) Real property, acquired or improved in whole or in part with CDBG Funds, must continue to meet the Project's National Objective for a period not less than five (5) years from the date of Project closeout by DED. If the Project's National Objective is not met for this time period, Subrecipient must repay to DED the amount of CDBG Funds received by Subrecipient under this Agreement.

(b) Subrecipient must repay to DED, upon sale of the real property funded by CDBG Funds to a non-eligible entity, the proceeds of the sale. When income is generated by an activity that is only partially assisted with CDBG Funds, the income must be prorated to reflect the percentage of CDBG Funds used.

10. RECORDKEEPING AND ACCESS TO RECORDS

10.1. Subrecipient must establish and maintain records sufficient to enable DED to determine whether Subrecipient has complied with this Agreement and applicable federal statutes and regulations, and to assist DED in meeting its recordkeeping and reporting requirements. Such records may include, but are not limited to:

(a) Records providing a full description of each activity undertaken;

(b) Records demonstrating that each activity undertaken meets the Project's National Objective(s);

(c) Records required to determine the eligibility of activities;

(d) Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG Funds;

(e) Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG regulations;

(f) Financial records as required by 24 CFR § 570.502, and 2 CFR part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and

(g) Other records necessary to document compliance with this Agreement, any other applicable federal statutes and regulations, and the terms and conditions of Subrecipient's federal award.

10.2. Subrecipient must give DED, HUD, the Missouri State Auditor, and their authorized representatives access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG Funds and necessary to facilitate such reviews and audits.

10.3. Subrecipient must retain all of its records relating to this Agreement, including supporting documentation, for three (3) years from HUD's closeout with DED of all Federal grant Agreement(s), unless audit questions have arisen or any legal action is contemplated or filed within the applicable time period and have not been resolved. All records shall be retained until all audit questions and legal actions have been resolved. Subrecipient shall safeguard and keep such records for such additional time as directed by DED.

(a) DED will notify affected Subrecipients when the Federal Grant Agreement(s) are closed out by HUD.

10.4. Notwithstanding section 11.3 of this Agreement to the contrary, Subrecipient shall retain records for individual activities subject to the change in use provisions of 24 CFR 570.489(j) for as long as 24 CFR 570.489(j) continues to apply to the activity.

10.5. Subrecipient must also comply with Chapters 1 and 4 of the CDBG Administration Manual regarding records, except that the duration for retention is as in section 11.3 of this Agreement.

10.6. Subrecipient must require its subrecipients to comply with the recordkeeping and access to records requirements of this section 11.

10.7. Subrecipient shall also require its subrecipients to transmit to Subrecipient, prior to closeout of the Project, records sufficient for the Subrecipient to demonstrate that all costs under this Agreement and any subaward agreement meet the requirements of the federal award.

11. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT HOUSING

11.1. Pursuant to 24 CFR 570.488, Subrecipient must comply with all applicable requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. § 4601 *et seq.*), and implementing regulations at 24 CFR 570.606 and 24 CFR part 42.

11.2. Subrecipient must also comply with Chapter 14 of the CDBG Administration Manual.

12. OTHER STATUTES, REGULATIONS, AND EXECUTIVE ORDERS APPLICABLE TO PROJECTS RECEIVING CDBG FUNDS

12.1. Subrecipient must comply with all applicable requirements of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301 *et seq.*), and implementing regulations at 24 CFR part 570.

(a) Subrecipient must ensure that all subaward agreements, contracts and subcontracts for the Project include clauses requiring compliance with the applicable requirements of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301 *et seq.*), and implementing regulations at 24 CFR part 570.

12.2. If the Project is a housing rehabilitation or construction project, or other public construction project to receive in excess of $200,000 in CDBG Funds, Subrecipient must comply with all applicable requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (12 U.S.C. § 1701u), and implementing regulations at 24 CFR part 75 ("Section 3").

(a) Subrecipient must include language in all subaward agreements, contracts, and subcontracts a provision requiring compliance with Section 3, which states, at a minimum:

i. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701u), and the implementing regulations in 24 CFR part 75 ("Section 3").

ii. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

iii. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

iv. Contractors agree to include Section 3 compliance provisions as set forth in sections i through iv herein in every subcontract subject to compliance with regulations in 24 CFR part 75.

12.3. Subrecipient must comply with all applicable requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200 (Uniform Guidance) except to the extent modified, waived, or if alternative requirements are set forth in 24 CFR part 570, subpart I, or specifically set forth in this Agreement.

(a) Subrecipient must perform this Agreement in compliance with the entirety of the Uniform Guidance as applicable, not just the provisions specifically discussed in this Agreement.

(a) Subrecipient must ensure that all subaward agreements, contracts and subcontracts for the Project include clauses requiring compliance with the applicable requirements of 2 CFR part 200, except to the extent modified, waived, or if alternative requirements are set forth in 24 CFR part 570, subpart I, or specifically set forth in this Agreement.

12.4. Subrecipient must comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 *et seq.*), and implementing regulations in 24 CFR part 58 ("NEPA").

(a) Subrecipient consents to assume and hereby assumes all of the responsibilities for environmental review, decision making, and actions that would apply to HUD or DED in order to ensure timely compliance with NEPA.

(b) In connection with Subrecipient's performance of environmental assessments under NEPA, Subrecipient must comply with:

i. The National Historic Preservation Act of 1966 (16 U.S.C. § 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), and implementing regulations at 36 CFR part 800 ("Section 106").

a. In carrying out Section 106 responsibilities, Subrecipient must consult with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR part 800.8) by the proposed activity and comply with all requirements established by the State of

Missouri and to otherwise avoid or mitigate adverse effects upon such properties.

ii. Executive Order 11593, Protection and Enhancement of the Cultural Environment, and the implementing regulations of the Council on Environmental Quality (40 CFR parts 1500-1508);

iii. The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469 *et seq.*);

iv. Executive Order 11988, and HUD implementing regulations at 24 CFR part 55, regarding floodplain management;

v. Executive Order 11990, and HUD implementing regulations at 24 CFR part 55, regarding protection of wetlands;

vi. The Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 201, 300(f) *et seq.*, and 21 U.S.C. § 349), and implementing regulations at 40 CFR part 149;

vii. Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*), and implementing regulations at 50 CFR part 402;

viii. Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 *et seq.*);

ix. Clean Air Act of 1970, as amended (42 U.S.C. § 7401 *et seq.*), and implementing regulations at 40 CFR parts 6, 51, and 93;

x. Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1387), and implementing regulations;

xi. Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201 *et seq.*), and implementing regulations at 7 CFR part 658;

xii. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994 (59 F.R. 7629).

xiii. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 *et seq.*); and

xiv. Section 582 of the National Flood Insurance Reform Act of 1994 (42 U.S.C. § 5154a).

12.5. Subrecipient must comply with the policies and procedures set forth in Missouri Executive Order 96-03 for the protection of Missouri's wetlands.

12.6. Subrecipient must comply with all applicable requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846) and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), and implementing regulations at 24 CFR part 35, as may be amended from time to time, with respect to federally-funded construction or rehabilitation of residential structures.

12.7. Subrecipient must comply with all applicable labor standards requirements of the following laws, as may be amended from time to time:

(a) For construction contracts in excess of $2,000, except for rehabilitation of residential property containing less than eight (8) units:

i. Pursuant to 42 U.S.C. § 5310(a), the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3148), as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which require contractors to pay prevailing wage rates;

ii. The Copeland Anti-Kickback Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States"), which prohibit contractors from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled;

(b) For construction contracts in excess of $100,000 that involve the employment of mechanics or laborers (including guards and watchmen):

i. The Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which require that mechanics and laborers employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week;

(c) Subrecipient must ensure that all subaward agreements, contracts and subcontracts for the Project include clauses requiring compliance with the applicable requirements of the Davis-Bacon Act, the Copeland Anti-Kickback Act, and the Contract Work Hours and Safety Standards Act.

12.8. Subrecipient must comply with all applicable federal and state statutes, regulations, and executive orders relating to nondiscrimination and equal employment opportunity, including, but not limited to:

(d) Title II of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000a *et seq.*), which prohibits discrimination or segregation in any place of public accommodation on the ground of race, color, religion, or national origin;

(e) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d–2000d-4), and implementing regulations at 24 CFR part 1, which provide that no person shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance;

(f) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601-3619, known as the Fair Housing Act), and implementing regulations at 24 CFR part 100, which provide that no person shall, on the basis of race, color, religion, sex, familial status, national origin, or disability, be discriminated against in the sale, rental, and financing of dwellings, and in other housing-related transactions;

(g) Section 109 of the Housing and Community Development Act of 1974 (42 U.S.C. § 5309), and implementing regulations at 24 CFR part 6, which provide that no person shall, on the grounds of race, color, national origin, sex or religion be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program or activity receiving federal financial assistance;

(h) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and Title II of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*), and implementing regulations at 24 CFR part 8, which provide that no otherwise qualified person shall, solely by reason of his or her disability, be subjected to discrimination in any program or activity receiving federal financial assistance;

(i) The Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 – 6107), and implementing regulations, which provide that no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

(j) Executive Order 11063, as amended by Executive Order 12259, and implementing regulations, which provide that no person shall, on the basis of race, color, religion, sex or national origin, be subjected to discrimination in the sale, leasing, rental, or other disposition of properties and facilities receiving federal financial assistance;

(k) 24 CFR § 5.105(a)(2) which provides that a determination of eligibility for housing that is assisted by HUD shall be made in accordance with the eligibility requirements provided for such program by HUD, and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status;

(l) 24 CFR § 5.106, which ensures equal access for individuals in accordance with their gender identity in programs and shelter funded under programs administered by HUD's Office of Community Planning and Development, which includes the CDBG Program;

(m) Executive Order 11246, as amended, and the implementing regulations in 41 CFR chapter 60, regarding equal opportunity and affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or national origin, including but not limited to the following:

i. 41 CFR § 60-1.4(b), which prohibits discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing or disclosing compensation;

ii. 41 CFR § 60-4.3, which requires the equal opportunity clause published at 41 CFR 60-1.4(b) to be included in all construction contracts and subcontracts in excess of $10,000 funded by CDBG Funds;

iii. 41 CFR § 60-4.2 requiring that the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)" set forth in 41 CFR § 60-4.2(d) is included in all solicitations for offers and bids on all construction contracts and subcontracts in excess of $10,000 to be paid for with CDBG Funds;

a. Pursuant to 43 F.R. 14899, 14900, Appendix A (1978), and 45 F.R. 85750, 85751 (1980), the State of Missouri goal for all counties for female participation in each trade is 6.9%;

b. Pursuant to 45 F.R. 65979, 65984, Appendix B-80 (1980), the State of Missouri's goals for minority participation in each trade depends on the county in which the Project will take place. Subrecipient should contact DED for the applicable goal percentage or consult the Federal Register Appendix;

(n) The Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157),and implementing regulations at 24 CFR part 41, which requires certain federally-funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people;

(o) Subrecipient must ensure that all subaward agreements, contracts and subcontracts for the Project include clauses requiring compliance with the applicable requirements of the laws, regulations and executive orders set forth in subsections (a) through (n) of this section 13.8.

12.9. Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701-707), and HUD's implementing regulations at 2 CFR 2429, which adopt the Office of Management and Budget guidance (subparts A through F of 2 CFR part 182).

12.10. Subrecipient shall comply with the requirements of the Hatch Act (5 U.S.C. §1501 *et seq.*), if applicable, which limits the political activities of employees or officers of state or local government whose principal employment activities are funded in whole or in part with federal funds.

12.11. Subrecipient, pursuant to 42 U.S.C. § 5304(l) and 24 CFR § 91.325(b)(6), must adopt and enforce:

(a) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

(b) A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

12.12. Prohibition on certain telecommunications and video surveillance services or equipment (P.L. 115-232, § 889; 2 CFR § 200.216).

(a) Subrecipient and any additional subrecipients are prohibited from obligating or expending CDBG Funds to:

i. Procure or obtain;

ii. Extend or renew a contract to procure or obtain, or

iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in P.L. 115-232, § 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

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

(b) In implementing the prohibition under P.L. 115-232, § 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See P.L. 115-232, § 889 for additional information.

(d) See also 2 CFR § 200.471.

12.13. Debarment and Suspension. Pursuant to 2 CFR part 2424 and 2 CFR part 180:

(a) Subrecipient certifies to the best of its knowledge and belief that it:

i. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

ii. Has not been convicted or had a civil judgment entered against it within the preceding three years of any of the following offenses:

a. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction;

b. Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging;

c. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or

d. Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

iii. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in section 16.12(b)i-iv.

iv. Have not had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

(b) Subrecipient agrees, when it enters into a covered transaction with another person, to verify that the person with whom Subrecipient intends to do business is not excluded or disqualified, by:

i. Checking SAM Exclusions; or

ii. Collecting a certification from that person; or

iii. Adding a clause or condition to the covered transaction with that person.

12.14. Subrecipient must comply with the requirements in 24 CFR § 5.109, including the requirements regarding disposition and change in use of real property by a faith-based organization.

12.15. **Build America, Buy America (BABA).** The Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Subrecipient of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by DED on or November 15, 2022, are subject to BABA requirements, unless excepted by a waiver.

13. DEFAULT AND REMEDIES

13.1. Subrecipient's negligent or intentional representation to DED, in Subrecipient's Proposal, this Agreement, a request for funds, or in any communication or document in connection with the CDBG Program, that was false or misleading in any material respect on the date made to DED is a default event, in which case DED may cancel this subaward, and Subrecipient shall have no right or claim to this subaward and shall forfeit and repay the CDBG Funds received by Subrecipient under this subaward, plus any Program Income attributable to the CDBG Funds.

13.2. Subrecipient failure to perform the work in accordance with the terms of this Agreement, maintain satisfactory performance as determined by DED, or otherwise comply with the terms of this Agreement is a default event, in which case DED may take one or more of the following actions:

(c) Issue a letter of warning advising Subrecipient of the deficiency and putting Subrecipient on notice that additional action will be taken if the deficiency is not corrected or is repeated;

(d) Recommend or request Subrecipient to submit a corrective action plan, and if Subrecipient fails to comply, take additional action as otherwise set forth in this section 14.2;

(e) Impose additional award conditions in accordance with 2 CFR § 200.208 (Specific conditions);

(f) Temporarily withhold CDBG Funds pending the correction of the deficiency;

(g) Disallow costs and establish an accounts receivable;

(h) Wholly or partially suspend or terminate this Agreement;

(i) Initiate suspension or debarment proceedings in accordance with 2 CFR Parts 180 and 1326;

(j) Declare an amount equal to the to the CDBG Funds amount, plus any Program Income attributable to the CDBG Funds, to be due and payable, and upon such declaration, such amounts shall immediately become due and payable;

(k) Require Subrecipient to return to DED, a contractor, or a supplier any equipment, materials, or supplies purchased or leased using CDBG Funds; and

(l) Any other action DED deems appropriate.

13.3. DED must notify Subrecipient in writing of its action under section 14.2 of this Agreement, the reasons for the action, and the effective date of the action.

13.4. Subrecipient shall not obligate CDBG Funds covered by this Agreement in any way after cancellation of this Agreement, and it shall be Subrecipient's duty to take any and all legal efforts to cancel any obligations outstanding with respect to the CDBG Funds upon cancellation.

13.5. 2 CFR §§ 200.340 (Termination) through 200.343 (Effects of suspension and termination) apply to this subaward if it is terminated prior to the date in section 5 of this Agreement.

14. STANDARD TERMS AND CONDITIONS

14.1. **Federal Laws and Regulations.** This Agreement is subject to the laws and regulations of the United States. Subrecipient must comply with all applicable requirements of all Federal laws, regulations, executive orders, and policies governing the CDBG Program in addition to those specifically stated in this Agreement.

14.2. **State Laws and Regulations.** This Agreement is subject to the laws and regulations of the State of Missouri. Subrecipient must comply with all applicable requirements of all Missouri laws, regulations, executive orders, and policies governing the CDBG Program in addition to those specifically stated in this Agreement.

14.3. **Subrecipient Status.** Subrecipient and Subrecipient's employees are not employees of DED or the State, and shall not represent themselves to be employees of DED or the State.

14.4. **Obligations of Subrecipient not Obligations of the State.** Subrecipient hereby agrees that any obligations entered into by the Subrecipient or its agents in performing this Agreement, including but not limited to a subaward, contract, subcontract, or material or service order, shall not be an obligation of DED or the State, and neither DED nor the State will be responsible for fulfillment of Subrecipient's obligations.

14.5. **Authorized Employees – Federal Law.** Subrecipient must comply with the Immigration Reform and Control Act, 8 U.S.C. § 1324a *et seq.*, which prohibits employers from hiring and employing an individual for employment in the U.S. knowing that the individual is not authorized with respect to such employment.

14.6. **Authorized Employees – Missouri Law.** Pursuant to subsection 1 of section 285.530 RSMo, Subrecipient must not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

(a) As part of Subrecipient's Application, Subrecipient certified its compliance with § 285.530 RSMo and submitted a copy of Subrecipient's Employment Eligibility Verification Program ("E-Verify") Memorandum of Understanding.

(b) Subrecipient hereby reaffirms its enrollment and participation in E-Verify with respect to the employees working in connection with the Project under this Agreement.

14.7. **Funds Availability.** Funding for this Agreement must be appropriated by the Missouri General Assembly for each fiscal year in which Subrecipient submits Requests for Funds to DED. Subrecipient agrees that this Agreement shall not be binding upon DED for any period in which funds have not been appropriated, and DED shall not be liable for any damages or costs, including attorney's fees, associated with cancellation caused by lack of appropriations.

14.8. **Amendments.** This Agreement may be amended, supplemented, reduced, or superseded only by a writing executed by the Parties.

14.9. **Notices.** All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and addressed as set forth in Notice to Subrecipient and Notice to DED in section 1 of this Agreement.

(a) Notwithstanding section 15.8 of this Agreement to the contrary, any Party may from time to time designate, unilaterally and by written notice given under this section to the other, additional or substitute contact information.

(b) All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation of receipt, whichever occurs first.

14.10. **Interpretation.** In this Agreement, unless the context otherwise reasonably requires:

(a) Headings are for reference purposes only and do not alter the interpretation of this Agreement;

(b) Words importing the singular may include the plural and vice versa, as reasonably required by context;

(c) References to any document include references to such document as amended, novated, supplemented, varied, or replaced from time to time;

(d) References to a statute, regulation, federal notice, or executive order means such statute, regulation, federal notice, or executive order as amended from time to time; and

(e) References to a Party includes that Party's legal successors (including but not limited to executors and administrators) and permitted assigns.

14.11. **Governing Law**. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Missouri.

14.12. **Consent to Jurisdiction.** Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of Missouri in Cole County, Missouri, or of the United States District Court for the Western District of Missouri, and by signing and delivering this Agreement to DED, Subrecipient hereby voluntarily and irrevocably accepts, generally and unconditionally, to the personal jurisdiction of the aforesaid courts.

14.13. **No Assignment**. Subrecipient shall not assign, including by merger (if Subrecipient is the disappearing entity), consolidation, dissolution, or operation of law, any of its rights or obligations under this Agreement, except with the prior written consent of DED. Any purported transfer in violation of this section 15.13 will be void.

14.14. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective authorized successors and assigns.

14.15. **No Third Party Beneficiaries**. This Agreement does not contemplate any third-party beneficiaries, nor shall it be construed to create any legal right nor authorize a cause of action by any person who is not a Party.

14.16. **Severability**. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.

14.17. **Legal Capacity**. The signatories to this Agreement on behalf of the Parties represent that they have full capacity and authorization to sign this Agreement and bind their respective Party.

14.18. **Counterparts**. This Agreement may be signed by the Parties in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

14.19. **Electronic Documents**. Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

15. ENTIRE AGREEMENT

15.1. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the Parties.

[The remainder of this page is intentionally blank. Signature page follows.]

Missouri Department of Economic Development

By:

Christina Carver Digitally signed by Christina Carver
Date: 2025.04.16 11:53:07 -05'00'

Christina Carver, Division Director
Business and Community Solutions

Date signed

City of Carthage

By:

Signature

Dan Rife
Printed Name

Mayor
Printed Title
(City Mayor, Village Board Chairman,
or Presiding County Commissioner)

Date

Attest:

Signature

Printed name

Printed Title
(City, Village, County Clerk,
or other official of the Subrecipient)

Date

Note: The Subrecipient's seal must be affixed over the Subrecipient's signatures. If no such seal exists, it must be properly notarized. One copy with original and printed signatures is required.

Exhibits

Exhibit 1	Federal Grant Agreement No. B-17-DC-29-0001
Exhibit 2	Federal Grant Agreement No. B-18-DC-29-0001
Exhibit 3	Federal Grant Agreement No. B-19-DC-29-0001
Exhibit 4	Federal Grant Agreement No. B-20-DC-29-0001
Exhibit 5	Federal Grant Agreement No. B-21-DC-29-0001
Exhibit 6	Federal Grant Agreement No. B-22-DC-29-0001
Exhibit 7	Federal Grant Agreement No. B-23-DC-29-0001
Exhibit 8	Federal Grant Agreement No. B-24-DC-29-0001

RESOLUTION NO. _______

A RESOLUTION AUTHORIZING A SUPPLEMENTAL BUDGET ADJUSTMENT TO THE USE TAX FUND FOR FISCAL YEAR 2024-2025 FOR A LINE ITEM ADJUSTMENT TO THE CAPITAL OUTLAY-PARKS LINE ITEM.

WHEREAS, the City adopted a budget and appropriated funds for fiscal year 2024-2025; and

WHEREAS, unanticipated expenditures are expected to exceed the original adopted budget in the General Revenue Fund and budgetary changes are necessary within this fund to provide increased appropriation levels; and

WHEREAS, the City may increase the current year adopted budget through supplemental appropriations; and

WHEREAS, the Budget Ways & Means Committee met and discussed additional appropriations at their June 4, 2025 meeting.

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

That the City hereby approves the implementation of a line item adjustment to the Capital Outlay-Parks line item in the Use Tax Fund for $10,800 for additional repairs to the curtains at Memorial Hall.

PASSED AND APPROVED THIS _________ DAY OF __________, 2025.

____

Bren Flanigan, Mayor

ATTEST:

____

Miranda Deal, City Clerk

Sponsored by: Budget Committee

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

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 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 to assist in promoting and advertising the City of Carthage to encourage greater tourist related activities, and

WHEREAS, the Boots Court Foundation 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

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:

I. SCOPE OF SERVICES

- **Boots Court Motel Visitors Center:**

  To be designated as the official Visitors Center for the City of Carthage and will be open seven (7) days per week. Operating hours will be set by the Boots Court Foundation and may be adjusted seasonally.

- **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.~~ (Combine with Marketing & Promotion) 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:

  To stamp Route 66 passport books with the city exclusive passport stamp. Visitors will be signing their origin in the visitor log and will be ~~presented with a welcome bag containing~~ offered 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~~ information 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. Historical exhibits will be displayed.

- Data & Analytics:
  To collect and ~~analyze~~ provide data on tourism trends, visitor demographics, and event performance to strategize and optimize marketing efforts. ~~Utilize electronic QR codes to provide digital information for travelers.~~

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be from July 1, 2025 to June 30, 2028.

III. COMPENSATION AND METHOD OF PAYMENT

The City hereby agrees to compensate Boots Court Foundation for the Services as outlined in Section I in twelve (12) equal, monthly installments for a total of $36,000 for FY25-26, payable beginning July 1. The contract fee to Boots Court Foundation will increase 3% per year until termination or until June 30, 2028. The estimated FY 26-27 contract will be $37,080 and FY 27-28 will be $38,192.

IV. UPDATES AND REVIEW PROCESS

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

V. REPRESENTATION ON BOARD

The Boots Court Foundation Board of Directors oversee the operation of the Visitors Center, 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. Boots Court Foundation shall make any and all changes in the work without invalidating this Contract when specifically required to do so in writing prior to the commencement of such changed or revised work and 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, Boots Court Foundation 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 Boots Court Foundation with regards to the Visitors Center.

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 except for a subsequent modification in writing signed by all the parties hereto.

IX. TRANSFERABILITY

Neither City nor Boots Court Foundation 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, and no provision of this contract shall confer any rights upon any such third party.

XII. INDEPENDENT CONTRACTOR

Boots Court Foundation 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 Boots Court Foundation 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, Boots Court Foundation 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.~~ Boots Court Foundation 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 Boots Court Foundation shall be addressed to:
Lynn Andrews
Boots Court Foundation
125 S. Garrison
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

____
Bren Flanigan, Mayor

ATTEST:

BOOTS COURT FOUNDATION

____
Lynn Andrews, Board President

ATTEST:

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

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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 to assist in promoting and advertising the City of Carthage to encourage greater tourist related activities, and

WHEREAS, the Boots Court Foundation 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

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:

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- **Passports:**

  To stamp Route 66 passport books with the city exclusive passport stamp. Visitors will be signing their origin in the visitor log and will be offered 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.

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V. **REPRESENTATION ON BOARD**

The Boots Court Foundation Board of Directors oversee the operation of the Visitors Center, and the City will possess one non-voting liaison position on the Board.

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VII. **ACCOUNTING**

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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 except for a subsequent modification in writing signed by all the parties hereto.

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Lynn Andrews
Boots Court Foundation
125 S. Garrison
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	BOOTS COURT FOUNDATION
______________________________	______________________________
Bren Flanigan, Mayor	Lynn Andrews, Board President
ATTEST:	ATTEST:

COUNCIL BILL NO. ___________ **ORDINANCE NO. ______**

An Ordinance adopting the budget of the City of Carthage, Missouri for the Fiscal Year 2025-2026, 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 budget of the City of Carthage, Missouri for Fiscal Year 2025-2026, a copy of which is attached hereto and incorporated herein, is hereby adopted.

SECTION II: All amounts specified in said budget are hereby appropriated for said use.

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 Committee