



City of Carthage, Missouri

CITY COUNCIL

June 10, 2025 - 6:30 PM
CITY HALL COUNCIL CHAMBERS

*****AMENDED 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 27, 2025 Minutes
- 6. Presentations/Proclamations**
 1. Jeff Meredith - CEDC
- 7. Public Comments**

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

(During reports/remarks of councilmembers, members of the council may take this opportunity to report on meetings, make comments and/or express concerns regarding current issues impacting the city, or make announcements concerning topics of interest of the council.)
- 12. Administrative Reports**
 1. Financials
- 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. 25-30 -- 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.

16. New Business

1. C.B. 25-38 -- An Emergency 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 \$35,050.00, in the City of Carthage, Missouri.
2. C.B. 25-39 -- 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 for the Downtown Sidewalk Extension Project, in the City of Carthage, Missouri.
3. C.B. 25-40 -- An Ordinance of the City of Carthage, Missouri authorizing the Mayor to enter into a Contract with ATS Contractors, LLC. for sidewalk improvements along Airport Drive and Fairview Avenue, pursuant to TAP 1601(706), in the amount of \$574,199.40 in the City of Carthage, Missouri.
4. C.B. 25-41 -- An Ordinance authorizing utility rate changes for electric, water, and wastewater services as requested by the Carthage Water & Electric Plant Board.
5. C.B. 25-42 -- An Ordinance adopting the budget of the City of Carthage, Missouri for the Fiscal Year 2025-2026, in the City of Carthage, Missouri.
[FY 25-26 Draft Budget](#)
6. C.B. 25-43 -- An Ordinance authorizing a special use permit for a one licensed operator beauty shop by Kirsten Kelley in her residence at 2508 Stephen Street in the City of Carthage, Missouri.
7. C.B. 25-44 -- An Ordinance to amend Section 200 – General Employment Policies of the Personnel Policy Manual of the City of Carthage by adding Section 208 – Employment Records Policy.
8. C.B. 25-45 -- An Emergency Ordinance amending section 2-122 (c) of the Carthage City Code

17. Mayor's Appointments

18. Resolutions

1. Resolution 2090 -- 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
2. Resolution 2091 -- A Resolution approving the recommendation of the McCune-Brooks Regional Hospital Trust for the distribution of funds (\$5,000.00) from the Restricted Trust Fund to Innovative Industries
3. Resolution 2092 -- A Resolution approving the recommendation of the McCune-Brooks Regional Hospital Trust for the distribution of funds (\$75,000.00 per year for three years**) from the Restricted Trust Fund to Carthage Crosslines Ministry
4. Resolution 2093 -- A Resolution approving the recommendation of the McCune-Brooks Regional Hospital Trust for the distribution of funds (\$75,000.00 per year

for three years**) from the Restricted Trust Fund to McCune Brooks Healthcare Foundation

19. Closing Comments

20. Executive Session

21. Adjournment

1. Additional Packet Correspondence

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

City of Carthage, Missouri

CITY COUNCIL

MAY 27, 2025 – 6:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

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

<https://www.youtube.com/watch?v=AwCx5gvXyPY>

The Carthage City Council met in regular session on the above date in Council Chambers at 6:30 PM with Mayor David B. Flanigan presiding. Fire Chief Jason Martin gave the invocation. Police Chief Bill Hawkins led the flag salute.

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

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

Ms. Leece made a motion, seconded by Mr. Peterson, to approve the minutes of the May 13, 2025 Council meeting. Motion carried.

Mr. Wells made a motion, seconded by Mr. West, to approve the Closed Session minutes of the May 13, 2025 Special Council meeting. Motion carried.

During Public Comments, Jackie Boyer with the Kellogg Lake Board encouraged everyone to attend the Kid's Fishing Day event on June 7 at Kellogg Lake.

Renae Minshew with the Carthage Humane Society updated the Council on upcoming fundraisers happening that benefit the shelter. She also mentioned that there will be a low cost parvo vaccine clinic for dogs and puppies.

Jonathan Roberts, with the YMCA, explained why the increase in pool fees is being requested.

Mr. Snow reported that the Budget Ways and Means Committee met on May 14 and heard the CWEP budget presentation. The next meeting is scheduled for June 4 at 5 pm to continue with budget perfection.

Ms. Leece reported that the Committee on Insurance, Audit and Claims met on this day and approved the claims. There were also some job descriptions discussed for the taxi driver and various fire department positions. Mr. Wells made a motion, seconded by Mr. Peterson, to approve the changes to the taxi driver job description. Motion carried. Mr. Wells made a motion, seconded by Mr. Peterson, to approve the new organizational chart for the fire

department which included merging the Fire Marshal and Deputy Chief jobs, and adding Battalion Chiefs. Motion carried. Mr. Well made a motion, seconded by Mr. Peterson, to approve the new job description for the Deputy Fire Chief. Motion carried. Mr. Peterson made a motion, seconded by Mr. Wells to approve the new job description for the Fire Training Chief. Motion carried. Ms. Gilpin made a motion, seconded by Mr. Peterson, to approve the job description for the Battalion Chief. Motion carried. The next meeting is will be June 10th at 5:30.

Mr. Snow reported the Public Safety Committee met on May 22nd and discussed various events. The Red, White and Boom event will be in Municipal Park and will have vendors and activities for all ages. Mr. Snow made a motion, seconded by Ms. Leece, to close Robert Ellis Young from the Fairgrounds to the Golf Course and Richard Webster Drive at Oak to the Dog Park from 12:30 pm to 9 pm on July 4. Motion carried. They also discussed the Color Run for St. Lukes on June 21. Mr. Snow made a motion, seconded by Ms. Leece to close Katherine at Fairview, Katherine at Carrie, Pearl at Katherine, from 9 am to 12 pm on June 21 for the Color Run. Motion carried. They discussed Dumpster Days that is being hosted by Vision Carthage. There is no motion needed. The event will be in the Memorial Hall parking lot on June 8 from 3-7 pm. The staff reports included changes at the Fire Department and taxi driver changes. They discussed the Blue Shield program in Resolution 2089, this will open up more grant opportunities for the Police Department. The next meeting will be June 16th at 5:30.

Ms. Schramm reported the Public Services Committee met May 20th. Tyler Markham discussed the fee adjustments he has requested for the cart rentals at the golf course. That appears in Council Bill 25-37. Resolution 2088 was approved by the committee, it is to surplus a damaged building. The Red, White and Boom 5K will be the morning of July 4 in Municipal Park, there are no road closures required for the event. Ms. Schramm made a motion, seconded by Mr. Wells, to allow the use of Municipal Park for the Red, White and Boom 5K on July 4. Motion carried. The Kraken Swim Team will be hosting their annual swim meet on July 12 at the Municipal Park Pool. The event brings in food trucks who donate a portion of their proceeds back to the swim team. Ms. Schramm made a motion, seconded by Mr. Snow, to allow food trucks to set up inside Municipal Park for the event on July 12. Motion carried. The increased pool fees were discussed and appear in Council Bill 25-36. The bids for the Kellogg Lake Fountain were received, Ms. Schramm made a motion, seconded by Ms. Leece, to accept the bid from Site One in the amount of \$23,424.70 for the fountain. Motion carried. The Memorial Hall table and chairs bid came in under budget. The bid includes, tables, chairs, and hangers. Ms. Gilpin made a motion, seconded by Mr. West, to accept the bid from Carthage Hardware in the amount of \$27,794.98 for the chairs, tables, and hangers. The tables and chairs came in under budget by \$22, 205.02, Ms. Schramm made a motion, seconded by Ms. Gilpin to reallocate the savings to the Memorial Hall curtain project. Mr. Snow stated that isn't the typical process and that it would need to go back to the budget committee. Mr. Snow made a motion, seconded by Ms. Schramm, to table the discussion and take the reallocation back to the budget committee for them to decide and bring to Council at the June 10 meeting. Motion carried. Ms. Schramm made a motion, seconded by Mr. Peterson, to table Council Bill 25-38 until the June 10 meeting. Motion carried. The Council on the Arts requested permission to use Central Park for their Summer Concert Series events. Ms. Schramm made a motion, seconded by Mr. Peterson, to allow the Summer Concert Series events in Central Park. Motion carried. Mr. Markham gave updates on the Golf Course Operations. The next meeting will be on June 17th at 5:30.

Mr. Peterson reported the Public Works Committee is between meetings. The next meeting will be June 3rd. at 5:30.

Special Committee and Board Liaison reports were given by Ms. Schramm for Vision Carthage, and Mr. Wells for the Jasper County Commission.

Mayor Flanigan reported on attending recent Chamber Coffee events, the CEDC meeting, the Crosslines Open House, the Mural Ribbon Cutting, and the Memorial Day Celebration. He also thanked the CCF for their receipt donations to various non-profits in the area. He hopes to attend the Humane Society meeting on Thursday evening, and there will be a housing study meeting Thursday morning that he will be attending.

During Remarks from Council Members, Ms. Leece reported that the Habitat for Humanity will be building their 200th home and it will be located in Carthage. Ms. Schramm reported on her upcoming attendance at the Annual Chamber of Commerce Banquet on June 5. Mr. Wells thanked Mr. Bayless again for having his crew work on the culverts on Maple Street. They are working really well with all the rain that has been received. Mr. Peterson encouraged everyone to attend Kids Fishing Day on June 7, there will be many activities with the Kellogg Lake Board, the Department of Conservation and the Rotary Club out there. Ms. Gilpin looks forward to her first humane society meeting this week.

Fire Chief Jason Martin reported that he will be working on getting the new organizational structure in place by July 1 to start with the new fiscal year. He also mentioned that a few of the fire department employees will be attending training that week.

Interim Public Works Director Josiah Bayless reported that the weather has been affecting the mosquito fogging, but it will resume this week. The sidewalk project is moving along as planned. He also mentioned that he would be working with Vision Carthage to determine the best entry and exit points for the dumpster days event in the Memorial Hall parking lot to ensure everything flows smoothly.

Parks and Recreation Director Abi Almandinger reported that the vandalism in the park has decreased so the restrooms will begin staying open later into the evenings. Kids Fishing Day and the Carthage Rodeo will be happening on June 7. The Red White and Boom event planning has begun and there will be many activities that day including a golf tournament, food trucks, and free swimming. Free mahjong classes will begin taking place at Memorial Hall. Lime scooters have been placed throughout the town and if a scooter is in a location for more than 48 hours, residents are encouraged to contact the Parks office so they can get the scooters moved. The Parks office is taking sign ups for a pickleball tournament in July. The Pool Committee met with Watersedge and discussed new options for a pool facility. They will be bringing options back to the committee to discuss.

The Committee on Claims filed a report in the amount of \$2,863,167.60 against the following funds: General Revenue \$136,802.14, Public Health \$159,320.74, Lodging \$6,897.64, Parks/Stormwater \$9,475.00, Fire Protection \$26,313.50, Golf \$27,630.44, Capital Improvements \$5,573.36, Myers Park \$56,085.00, Use Tax \$8,136.00, Public Facilities \$128,375.67, Public Library \$30,000.00, Payroll \$268,558.11 , and Carthage Water and Electric \$2,00,000.00. Mr. Peterson made a motion, seconded by Ms. Leece, to accept the report and allow the claims. Motion carried.

Under Old Business, C.B. 25-25 -- 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 second reading followed by a roll call vote of 8

yeas and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Lori Leece, Ray West, Tom Barlow, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 25-24.

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 second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Lori Leece, Ray West, Tom Barlow, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 25-25.

C.B. 25-27 -- An Ordinance of the City of Carthage, Missouri authorizing the Mayor to enter into a contract with Elite Site Work of Kisse Mills, Missouri for the HH and Chapel Road Sidewalk project in the amount of \$289,559.00, in the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Lori Leece, Ray West, Tom Barlow, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 25-26

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 second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Lori Leece, Ray West, Tom Barlow, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 25-27.

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 second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Lori Leece, Ray West, Tom Barlow, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 25-28.

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 second reading.

Mr. Snow made a motion, seconded by Mr. Peterson, to table until the June 10 Council Meeting in order to change some of the language in the contract. Motion carried.

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 second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Lori Leece, Ray West, Tom Barlow, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 25-29.

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 second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Lori Leece, Ray West, Tom Barlow, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 25-30.

C.B. 25-33 -- An Ordinance authorizing the Mayor to enter into a contract with Guaranty Bank for Banking Services was placed on second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Lori Leece, Ray West, Tom Barlow, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 25-31.

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 second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Lori Leece, Ray West, Tom Barlow, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 25-32.

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 second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Lori Leece, Ray West, Tom Barlow, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 25-33.

Under New Business, 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 was placed on first reading.

Mr. Snow made a motion, seconded by Ms. Schramm, to forward Council Bill 25-36 to second reading due to its emergency status. Motion carried.

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 second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Lori Leece, Ray West, Tom Barlow, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 25-34.

C.B. 25-37 -- An Ordinance changing the golf cart rental fees at the Carthage Municipal Golf Course was placed on first reading.

Ms. Schramm made a motion to change the council bill to include the new rental fees into the Council Bill, The Public Services Committee approved a higher rental fee than what was in the Council packet. Mr. Peterson brought up a past Ordinance that was approved that had maximum and minimum fees that could be charged for the green fee and cart fees and stated that if that is still in place, the new increase would be higher than that Ordinance that was previously passed.

Mr. Snow made a motion, seconded by Ms. Schramm, to table Council Bill 25-37 until the June 24 Council Meeting to allow for research into that Council Bill and to take this back to the Public Services Committee. Motion carried.

Ms. Schramm rescinded her original motion.

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 was tabled previously in the meeting until the June 10 Council Meeting.

Mr. Snow made a motion, seconded by Mr. Peterson, to approve Resolution 2088 -- A Resolution approving the declaration as surplus to the City's needs and authorizing the disposition of the indoor hitting bay. Resolution 2088 was adopted after a roll call vote of 8 yeas and 0 nays. 10 ayes and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Lori Leece, Ray West, Tom Barlow, Alan Snow, Jana Schramm, and Ron Wells.

Mr. Snow made a motion, seconded by Mr. Peterson, to approve Resolution 2089 -- A Resolution affirming the City of Carthage's dedication to public safety and its commitment to reducing violent crime within its jurisdiction. Resolution 2089 was adopted after a roll call vote of 8 yeas and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Lori Leece, Ray West, Tom Barlow, Alan Snow, Jana Schramm, and Ron Wells.

During closing comments, Ms. Snow talked about recent weather.

Ms. Gilpin made a motion, seconded by Mr. Peterson, to close the meeting according to section 610.021 (1), the agenda includes the possibility of a vote to close part of the meeting to discuss legal actions, causes of action or litigation involving a public governmental body or its representatives and its attorneys followed by a roll call vote of 8 yeas and 0 nays. 10 ayes and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Lori Leece, Ray West, Tom Barlow, Alan Snow, Jana Schramm, and Ron Wells. Motion carried and the Council entered closed session at 7:53 p.m.

CLOSED SESSION

Ms. Schramm made a motion, seconded by Ms. Leece, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 8:37 p.m.

**CLOSED SESSION
MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
May 27, 2025**

The Carthage City Council met in closed session on the above date in the City Hall Conference Room at 6:30 p.m. with Mayor David B. Flanigan presiding.

Ms. Gilpin made a motion, seconded by Mr. Peterson, to close the meeting according to section 610.021 (1), the agenda includes the possibility of a vote to close part of the meeting to discuss legal actions, causes of action or litigation involving a public governmental body or its representatives and its attorneys followed by a roll call vote of 8 yeas and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Lori Leece, Ray West, Tom Barlow, Alan Snow, Jana Schramm, and Ron Wells. Motion carried and the Council entered closed session at 7:53 pm.

There was a short recess and closed session was called to order at 8:00 pm.

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

Attorney Jon Gold, City Administrator Traci Cox, City Clerk Miranda Deal were also present.

Attorney Gold spoke to the Council about ongoing legal matters.

Attorney Gold also spoke with the Council about a decision that the former Council had made and how to move forward.

Mr. Snow made a motion, seconded by Mr. Peterson, to ask Attorney Gold to contact the Attorney General's office to explain a situation that has happened and get their opinion on the matter. Motion carried by a roll call vote of 8 yeas and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Lori Leece, Ray West, Tom Barlow, Alan Snow, Jana Schramm, and Ron Wells.

Ms. Schramm made a motion, seconded by Ms. Leece, to adjourn the closed session Council Meeting at 8:34 p.m. followed by a roll call vote of 8 yeas and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Lori Leece, Ray West, Tom Barlow, Alan Snow, Jana Schramm, and Ron Wells. Motion carried and the Council returned to regular session.

Respectfully submitted,

Miranda Deal
City Clerk



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

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

MINUTES

1. Call to Order

MEMBERS PRESENT: Lori Leece, Derek Peterson, Ron Wells

MEMBERS ABSENT: Kate Gilpin

OTHER COUNCIL MEMBERS: Mayor Flanigan

STAFF PRESENT: City Administrator Traci Cox, City Clerk Miranda Deal, HR Coordinator Michael Miller, Fire Chief Jason Martin

Chair Lori Leece called the meeting to order at 05:30 PM.

2. Old Business

1. Approval of May 13, 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 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 changes to the Taxi Driver job description
HR Coordinator Michael Miller explained that the job description was outdated for the taxi driver and the only change was the amount of hours they can work in the week and that they do not need a CDL, they just need a Class E Chauffeur's license.

ACTION: Motion to approve the Taxi driver job description changes by Ron Wells;
Motion passed with a 3:0

AYES: Lori Leece, Derek Peterson, Ron Wells

2. Consider and Discuss Employment Records Policy

Mr. Miller explained that he drafted this policy and looked at the City of Joplin and Neosho's policy and adapted it to the needs for Carthage. This will need a Council Bill prepared before it is sent to Council for approval.

ACTION: Motion to have council bill drafted and forwarded to council for approval by Derek Peterson;
Motion with a 3:0

AYES: Lori Leece, Derek Peterson, Ron Wells

3. Consider and Discuss revised organizational structure for Fire Department

Chief Martin explained the changes to the organizational structure for the fire department and how this was formally the structure before it was changed years ago. They would like to go back to this to help spread the work load for the command staff.

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

AYES: Lori Leece, Derek Peterson, Ron Wells

4. Consider and Discuss changes to the Deputy Fire Chief job description

Chief Martin explained the changes to the Deputy Fire Chief job description. This job will include the Deputy Chief and the Fire Marshal duties. The public education portion will be moved to the training officers job description.

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

AYES: Lori Leece, Derek Peterson, Ron Wells

5. Consider and Discuss Fire Training Chief job description

Chief Martin explained the changes to this job description. The public education portion from the Fire Marshal job was added to this position.

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

AYES: Lori Leece, Derek Peterson, Ron Wells

6. Consider and Discuss Battalion Chief job description

Chief Martin explained that the Battalion Chief was taken from years past and updated a little to be more current. This position will still be on 24 hour shifts, but the 6 pm - 6 am portion will be on call from their residence. They will respond to scenes and will be part of the command staff.

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

AYES: Lori Leece, Derek Peterson, Ron Wells

7. Staff Reports

There were no staff reports.

5. Adjournment

ACTION:	Motion to Adjourn at 05:51 PM by Ron Wells
	Motion Passed with a 3:0
AYES:	Lori Leece, Derek Peterson, Ron Wells

--NOTICE OF MEETING--
PUBLIC WORKS COMMITTEE
June 3, 2025
5:30 PM
CITY HALL
326 GRANT STREET
COUNCIL CHAMBERS

OLD BUSINESS

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

CITIZENS PARTICIPATION

NEW BUSINESS

- **Consider and Discuss change order to Downtown Square Sidewalk Project**
- **Consider and Discuss change order to Hazel/Airport Road Widening Project**
- **Discuss Bid Acceptance from ATS Construction for Fairview/Airport Dr. Sidewalk and send to City Council for an Ordinance**

OTHER BUSINESS

STAFF REPORTS

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

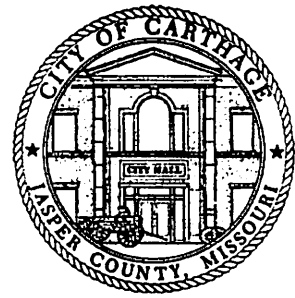
ADJOURNMENT

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

POSTED: 05/30/2025
BY: Rachel Sutherland

PUBLIC WORKS COMMITTEE

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



"America's Maple Leaf City"

JUNE 3, 2025, PUBLIC WORKS COMMITTEE MEETING MINUTES

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

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

Citizens Present: Bren Flanigan.

Chairman Derek Peterson called the Public Works Committee meeting to order at 5:31 p.m.

Ron Wells made a motion to accept the minutes of the June 3, 2025, Committee meeting. All ayes, motion passed.

New Business:

1. Josiah discussed the Change Order for the Square Sidewalk Project. This will affect the inside corner bump outs and there will be no flower bed cutouts, instead it will be a solid surface. This change will not really increase the original project cost, but the completion date has been extended to August 8th due to the amount of rain we have had. Jack Perkins made a motion to approve the change, all ayes, motion carried.
2. Josiah explained the change order for Hazel Rd and Airport Road widening project. Where Missouri Ave meets Airport Dr., the drainage pipe for stormwater needs to be extended and it is necessary to have a change of elevation at Fairview by Schreiber's new driveway entrance. Also had to dig down and put a thicker rock sub surface on the East side of Hazel Ave. Jack Perkins made a motion to approve the change order, all ayes, motion carried.
3. Discussion of the Bid received from ATS Construction in the amount of \$574,199.40, for Airport Dr. and Fairview Ave Sidewalk Project, this is a Cost Share Project. Ron Wells Made a motion for forward to Council for an Ordinance, all ayes, motion carried.

Other Business:

- Prior to tonight's meeting Josiah took Derek Peterson, Ron Wells, and Jack Perkins on a brief tour of a few of the bridges in town. May need to schedule another tour for those that were unable to attend.

Staff Reports:

- Josiah reported that things are going well in the Public Works and Street Departments.
- Our Code Enforcement Officers are working diligently to tackle issues with junk, trash, weeds, and vehicles, around town.
- He is trying to fill one open position in The Street Dept.
- Traci reported that The City is qualified to apply for The SS4A Grant (Safe Streets for All). This is an 80/20 Grant and would be used for a Roundabout at HH & Chapel Road by the School

Ron Wells made a motion to adjourn the meeting at 6:06 p.m. All Ayes, motion carried.



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

**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 |



City of Carthage, Missouri

TREE BOARD

June 3, 2025 - 4:30 PM
Parks & Recreation Office
521 Robert Ellis Young Drive
Carthage, MO 64836

AGENDA

1. Old Business

1. Approval of previous minutes.

2. Citizens Participation

(Citizens wishing to address the Board should notify the City in advance and provide the item they want to address in written format at least 24 hours before the meeting. Please call the Parks & Recreation office at 417-237-7035.)

3. New Business

1. Mulch young trees in park.

4. Staff Reports

5. Other Business

6. Adjournment

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



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
---------------	---------------------------------	----------------	-------------------------	--------------



612 S. Garrison Avenue
Carthage, Missouri 64836
Ph 417.237.7040
Fx 417.237.7041
carthage.lib.mo.us

CARTHAGE PUBLIC LIBRARY BOARD OF TRUSTEES
Tuesday, June 10th, 2025 5:15 p.m.

Carthage Public Library Board Room
612 S. Garrison Ave.

AGENDA

Roll Call of Members

Minutes from the Last Meeting

Financial Reports –April and May 2025

Director's Progress and Service Report

President's Message

Council Liaison's Report

Committee Reports

Building Committee

Budget Committee

Community Relations

By-Laws

Library Gardens

ADA Compliance

Communications

Compensation/Wages

New Business

Reorganize Board of Trustees

Payment of Bills:

Closed Session

Adjournment



CARTHAGE
PUBLIC LIBRARY

612 S. Garrison Avenue
Carthage, Missouri 64836
Ph 417.237.7040
Fx 417.237.7041
carthage.lib.mo.us

Posted at 12:00 P.M. this 8th day of June, 2025

Notice is hereby given that the Carthage Public Library Board of Trustees will conduct a closed meeting in the Carthage Public Library Board Room at 5:15 p.m. on Tuesday, June 10th, 2025.

The agenda of said meeting includes a vote to close a portion of this meeting pursuant to RSMo 610.021.3

SALES TAX REPORT (UNAUDITED)

For the Month of:

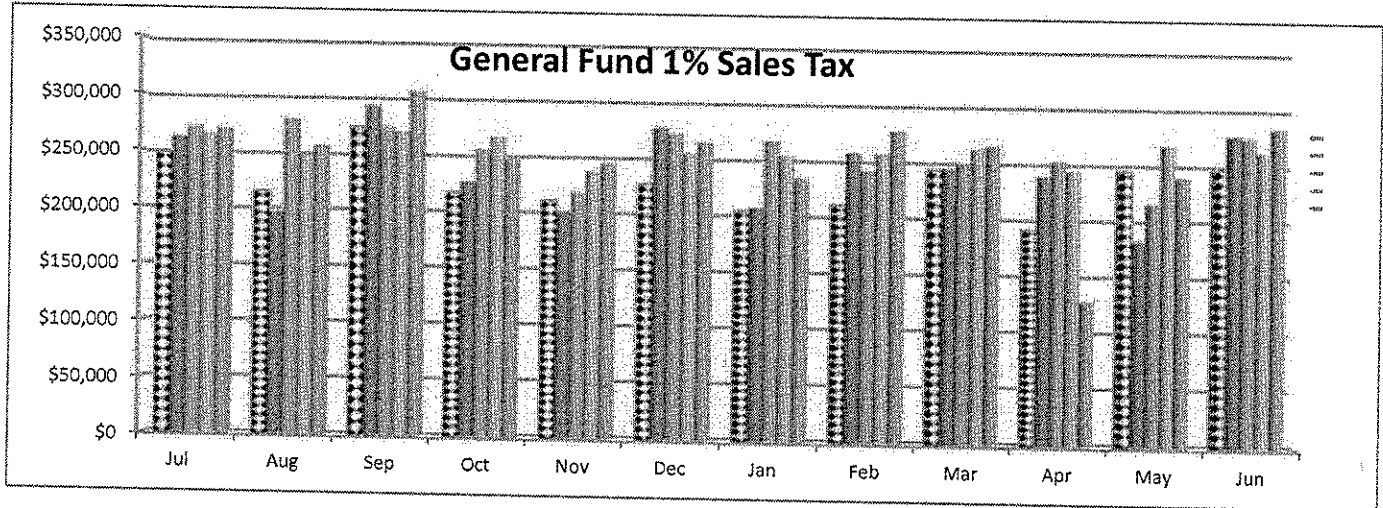
JUNE

FY 2024-25

City's 1% General Fund Sales Tax

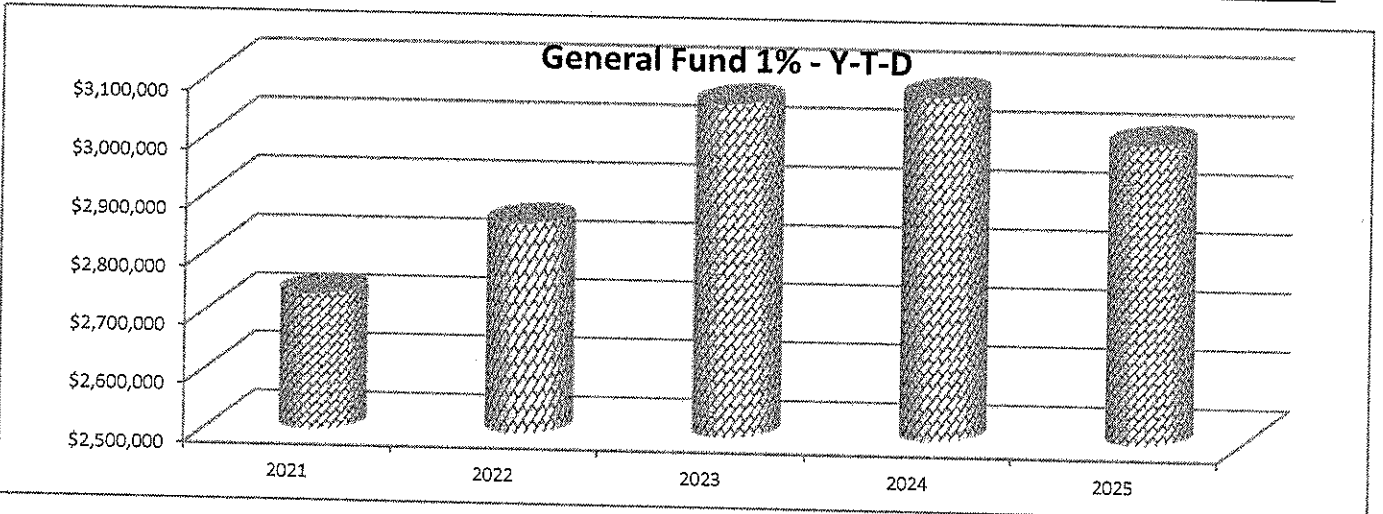
Current Month:	\$ 282,610.65	Anticipated:	\$ 259,610.88	% Difference	8.86%
-----------------------	----------------------	---------------------	----------------------	---------------------	--------------

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Current Month	\$ 246,818.47	\$ 276,091.44	\$ 273,875.28	\$ 261,209.26	\$ 282,610.65
% Change		11.86%	-0.80%	-4.62%	8.19%
\$Change		\$ 29,272.97	-\$ 2,216.16	-\$ 12,666.02	\$ 21,401.39



Year-To-Date:	\$ 3,008,879.94	Budgeted:	\$ 3,065,780.00	% Difference	1.86%
----------------------	------------------------	------------------	------------------------	---------------------	--------------

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Y-T-D	\$ 2,729,685.38	\$ 2,856,828.79	\$ 3,066,319.44	\$ 3,084,655.47	\$ 3,008,879.94
% Change		4.66%	7.33%	0.60%	-2.46%
\$Change		\$ 127,143.41	\$ 209,490.65	\$ 18,336.03	-\$ 75,775.53



Comments:

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

USE TAX REPORT (UNAUDITED)

For the Month of:

JUNE

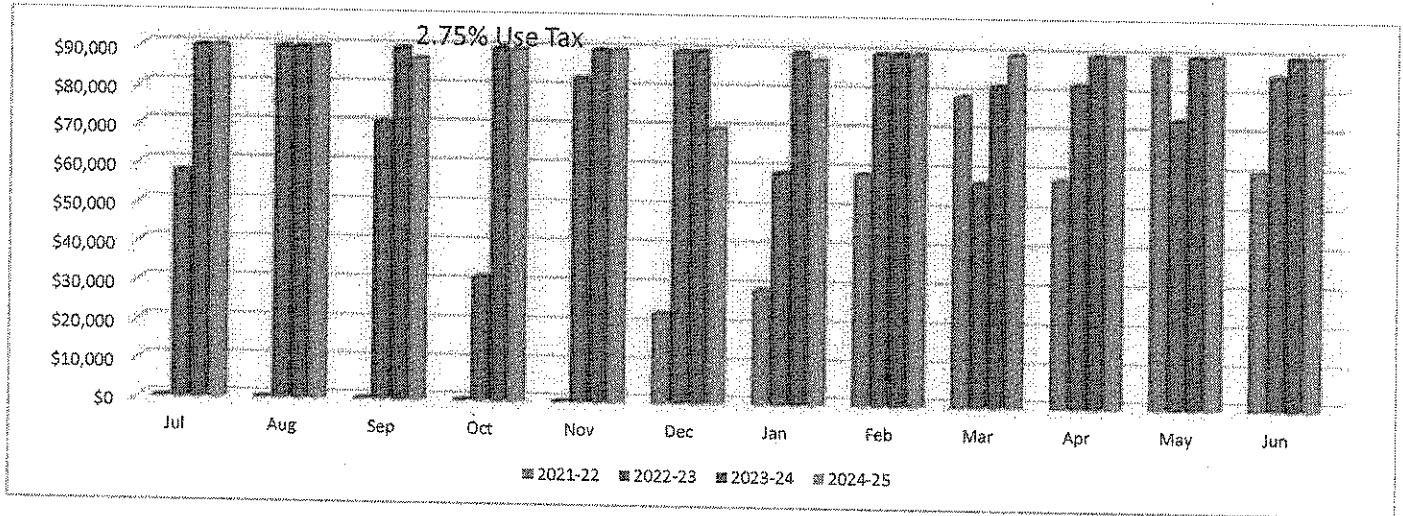
FY 2024-25

2.75% Use Tax

9

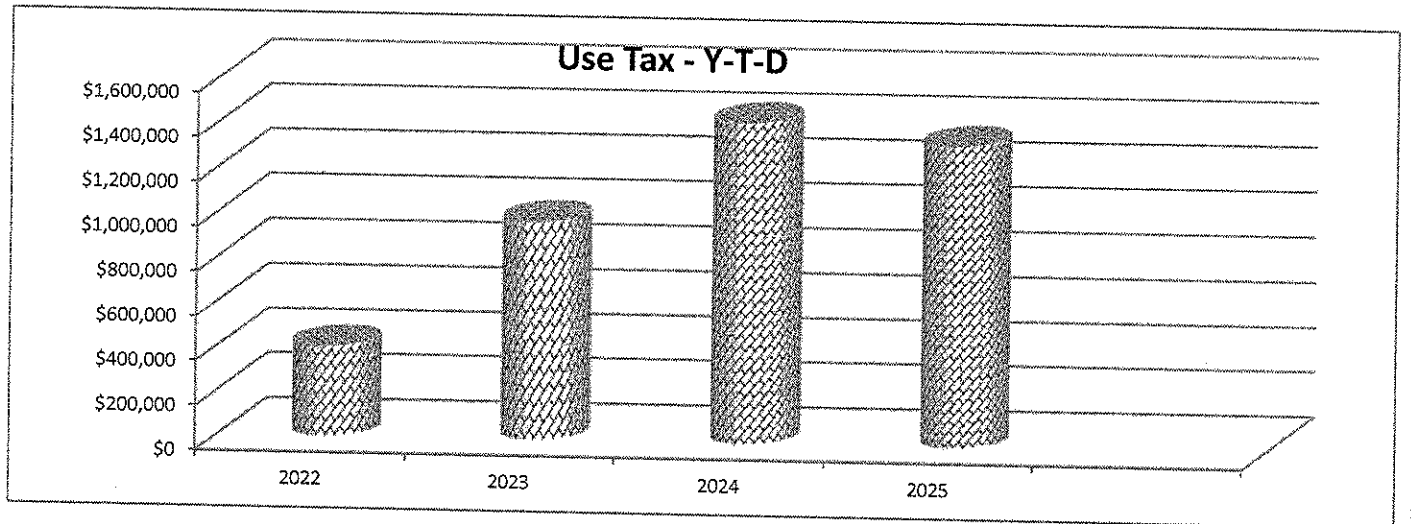
Current Month:	\$ 127,189.39	Anticipated:	\$ 103,832.36	% Difference	22.49%
-----------------------	---------------	---------------------	---------------	---------------------	--------

	FY 2022	FY 2023	FY 2024	FY 2025
Current Month	\$ 60,617.17	\$ 85,186.17	\$ 104,112.85	\$ 127,189.39
% Change	0.00%	0.00%	22.22%	22.16%
\$Change	\$0.00	\$ 24,569.00	\$ 18,926.68	\$ 23,076.54



Year-To-Date:	\$ 1,342,668.75	Budgeted:	\$ 1,427,580.00	% Difference	5.95%
----------------------	-----------------	------------------	-----------------	---------------------	-------

	FY 2022	FY 2023	FY 2024	FY 2025
Y-T-D	\$ 403,605.00	\$ 974,254.32	\$ 1,431,436.36	\$ 1,342,668.75
% Change			46.93%	-6.20%
\$Change		\$ 570,649.32	\$ 457,182.04	-\$ 88,767.61



Comments:

The Department of Revenue received notification by the City-as required by Section 144.757- RSMo, that it had imposed a 2.75% City local option Use Tax at the same rate as the local sales tax rate. The tax became effective October 1, 2021 with no expiration date. The City had indicated that it would distribute the funds as follows: 30% Public Safety; 30% Roads & Bridges and 40% Parks & Recreation for the first 3 years of collections. City receipts lag collections by approximately 2 months. Monthly use tax distributions are distributed by means of electronic fund transfers from the State to the City. The Missouri Municipal League's estimate for the first year collections was approximately \$704,294. We have used this estimate for the 2023 FY Budget.

COUNCIL BILL NO. 25-30

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

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

BOOTS COURT FOUNDATION

Bren Flanigan, Mayor

Lynn Andrews, Board President

ATTEST:

ATTEST:

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 shall be 9 am to 7 pm daily.

- **Marketing & Promotion:**

To promote the destination to attract visitors and boost the local economy. 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 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 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 provide data on tourism trends, visitor demographics, and event performance to strategize and optimize marketing efforts.

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. 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

BOOTS COURT FOUNDATION

Bren Flanigan, Mayor

Lynn Andrews, Board President

ATTEST:

ATTEST:

COUNCIL BILL NO. 25-38

ORDINANCE NO. _____

An Emergency 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 \$35,050.00, 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 \$35,050.00, 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 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



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: June 6th, 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 \$19,000.00

**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 \$4,800.00



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 \$11,250.00

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

COUNCIL BILL NO. 25-39

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 for the Downtown Sidewalk Extension Project, 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, for the Downtown Sidewalk Extension Project, 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



Missouri Department of Economic Development

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	

NATIONAL OBJECTIVE*		
☐ 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		LMI Persons: 57% LMI Families: 57%
PROJECT BENEFICIARIES Number of Persons to be served: 15,552 Number of families to be served: 6,396	SENATE DISTRICT 32	HOUSE DISTRICT 163
PROJECT'S PROGRAM CATEGORY: ☒ General infrastructure ☐ Community facilities ☐ Demolition ☐ Workforce Training Initiative Planning	FEDERAL PREVAILING WAGE: ☒ Davis-Bacon APPLIES to Project ☐ Davis-Bacon DOES NOT APPLY to Project	

[The remainder of this page is intentionally blank.]

Cost Summary / Approved Budget

ELIGIBLE ACTIVITY	ACT. NO.	NEPA REQUIRED?	FUNDING YEAR	TOTAL	CDBG FUNDS	MATCHING FUNDS			
						SUB-RECIPIENT CASH	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* City of Carthage, Missouri Attn: Dan Rife, Mayor 326 Grant St Carthage, Mo 64836 Phone: (417) 237-7000 Email: t.cox@carthagemo.gov	NOTICE TO DED* 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 \(mo.gov\)](https://www.mo.gov/Community-Development-Block-Grant-Information).
- (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 (j) 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>.

[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 not 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. Recipient/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, 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

COUNCIL BILL NO. 25-40

ORDINANCE NO. _____

An Ordinance of the City of Carthage, Missouri authorizing the Mayor to enter into a Contract with ATS Contractors, LLC. for sidewalk improvements along Airport Drive and Fairview Avenue, pursuant to TAP 1601(706), in the amount of \$574,199.40 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 agreement with ATS Contractors, LLC for sidewalks along Airport Drive and Fairview Avenue, 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.

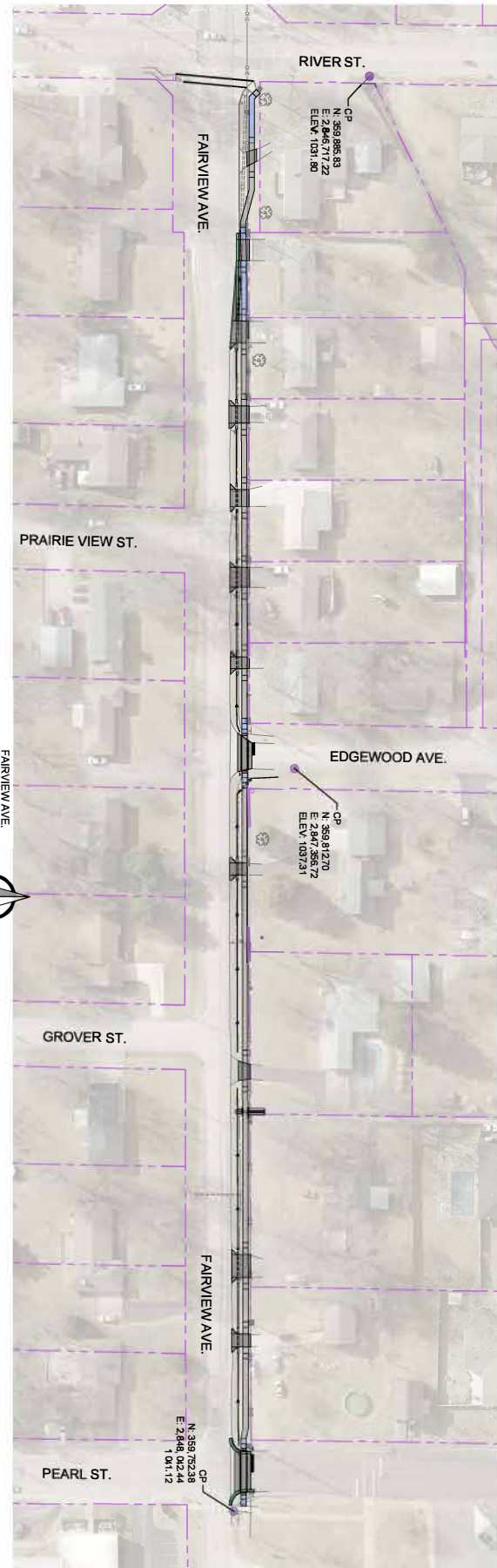
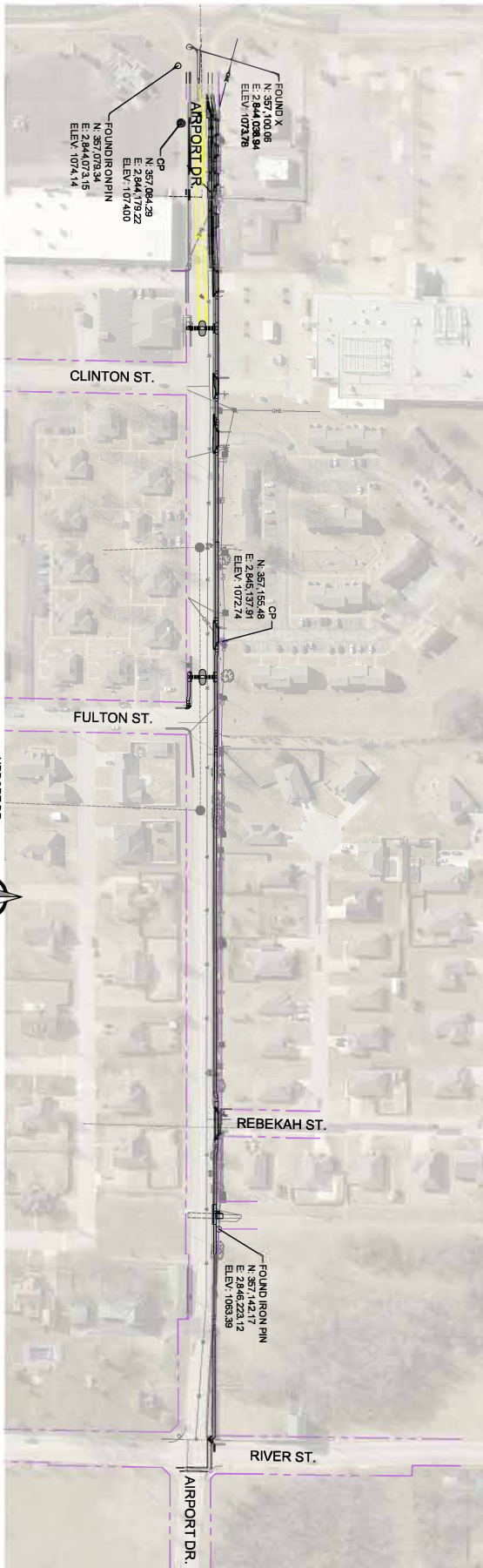
PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

David B. Flanigan, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Works Committee

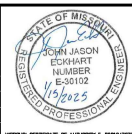


C-1.2 GENERAL PLAN

PROJECT NUMBER:
240028
DATE:
1/15/2025

TAP-1601(706)
SIDEWALK IMPROVEMENTS
THE CITY OF CARTHAGE
AIRPORT DR. & FAIRVIEW AVE.
CARTHAGE, MISSOURI

REVISIONS			
NO.	DESCRIPTION	BY	DATE



BID TABULATION
TAP-1601(706) - AIRPORT DR. AND FAIRVIEW AVE. SIDEWALKS
CARTHAGE, MISSOURI
BID OPENING: MAY 15, 2025 @ 10 a.m.

AIRPORT DRIVE QUANTITIES				ATS CONTRACTORS, LLC		SPROULS CONSTRUCTION, INC.	
				8400 E. 7TH STREET		397 W. HWY. DD	
				JOPLIN, MISSOURI 64801		LAMAR, MISSOURI 64759	
Item No.	Description	No. Units	Unit	Unit Price	Extended Total	Unit Price	Extended Total
1-1	MOBILIZATION	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 20,000.00	\$ 20,000.00
1-2	SEEDING & MULCH	0.1	AC	\$ 25,000.00	\$ 2,500.00	\$ 25,000.00	\$ 2,500.00
1-3	INLET CHECK	5	EA	\$ 150.00	\$ 750.00	\$ 300.00	\$ 1,500.00
1-4	DITCH CHECK	11	LF	\$ 10.00	\$ 110.00	\$ 150.00	\$ 1,650.00
1-5	REMOVAL OF IMPROVEMENTS	1	LS	\$ 13,000.00	\$ 13,000.00	\$ 18,000.00	\$ 18,000.00
1-6	RELOCATE SIGN	6	EA	\$ 450.00	\$ 2,700.00	\$ 450.00	\$ 2,700.00
1-7	RELOCATE MAILBOX	4	EA	\$ 250.00	\$ 1,000.00	\$ 500.00	\$ 2,000.00
1-8	RELOCATE FIRE HYDRANT (INCLUDING 5 L.F. OF D.I.P.)	1	EA	\$ 3,300.00	\$ 3,300.00	\$ 5,000.00	\$ 5,000.00
1-9	LINEAR GRADING	25.5	STA	\$ 1,100.00	\$ 28,050.00	\$ 1,400.00	\$ 35,700.00
1-10	GRANULAR STONE BASE (2 IN. THICK)	1228	SY	\$ 10.00	\$ 12,280.00	\$ 15.00	\$ 18,420.00
1-11	GRANULAR STONE BASE (4 IN. THICK)	634	SY	\$ 15.00	\$ 9,510.00	\$ 20.00	\$ 12,680.00
1-12	4 IN. YELLOW SOLID (HIGH BUILD ACRYLIC WATERBORNE PAVEMENT MARKING PAINT)	886	LF	\$ 1.40	\$ 1,240.40	\$ 3.00	\$ 2,658.00
1-13	4 IN. YELLOW INTERMITTENT (HIGH BUILD ACRYLIC WATERBORNE PAVEMENT MARKING PAINT)	785	LF	\$ 1.40	\$ 1,099.00	\$ 3.00	\$ 2,355.00
1-14	6 IN. WHITE SOLID (HIGH BUILD ACRYLIC WATERBORNE PAVEMENT MARKING PAINT)	317	LF	\$ 1.40	\$ 443.80	\$ 17.50	\$ 5,547.50
1-15	24 IN. WHITE STOP BAR (HIGH BUILD ACRYLIC WATERBORNE PAVEMENT MARKING PAINT)	28	LF	\$ 3.30	\$ 92.40	\$ 40.50	\$ 1,134.00
1-16	30 IN. WHITE MIDBLOCK CROSSWALK (HIGH BUILD ACRYLIC WATERBORNE PAVEMENT MARKING PAINT)	72	LF	\$ 3.30	\$ 237.60	\$ 52.00	\$ 3,744.00
1-17	WHITE TURN ARROW (HIGH BUILD ACRYLIC WATERBORNE PAVEMENT MARKING PAINT)	2	EA	\$ 61.00	\$ 122.00	\$ 230.00	\$ 460.00
1-18	CURB INLET 4' x 8'	2	EA	\$ 7,000.00	\$ 14,000.00	\$ 6,000.00	\$ 12,000.00
1-19	24" DIA. RCP	7	LF	\$ 250.00	\$ 1,750.00	\$ 150.00	\$ 1,050.00
1-20	CURB AND GUTTER	575	LF	\$ 43.00	\$ 24,725.00	\$ 45.00	\$ 25,875.00
1-21	CONCRETE PAVEMENT (7 IN. THICK)	453.2	SY	\$ 110.00	\$ 49,852.00	\$ 100.00	\$ 45,320.00
1-22	SIDEWALK (4 IN. THICK) WITH FIBERMESH REINFORCEMENT	1227.9	SY	\$ 82.50	\$ 101,301.75	\$ 85.00	\$ 104,371.50
1-23	CONCRETE ISLAND (8 IN. THICK)	59.6	SY	\$ 140.00	\$ 8,344.00	\$ 180.00	\$ 10,728.00
1-24	CONCRETE BOX LID ADJUSTMENT	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00
1-25	WATER VALVE ADJUSTMENT	3	EA	\$ 100.00	\$ 300.00	\$ 600.00	\$ 1,800.00
1-26	8' x 3' CONCRETE BOX CULVERT (EXTENSION)	1	LS	\$ 18,000.00	\$ 18,000.00	\$ 19,000.00	\$ 19,000.00
1-27	TACTILE WARNING SURFACE	126.5	SF	\$ 45.00	\$ 5,692.50	\$ 40.00	\$ 5,060.00
1-28	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 2,100.00	\$ 2,100.00	\$ 4,000.00	\$ 4,000.00
1-29	SIGNAGE	25.5	SF	\$ 30.00	\$ 765.00	\$ 31.00	\$ 790.50
1-30	PEDESTRIAN RAILING	35	LF	\$ 210.00	\$ 7,350.00	\$ 200.00	\$ 7,000.00
1-31	PEDESTRIAN SIGNAL HEADS	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 22,500.00	\$ 22,500.00
AIRPORT DRIVE - SUBTOTAL					\$ 367,615.45		\$ 397,043.50

FAIRVIEW AVENUE QUANTITIES

Item No.	Description	No. Units	Unit	Unit Price	Extended Total	Unit Price	Extended Total
2-1	MOBILIZATION	1	LS	\$ 15,341.00	\$ 15,341.00	\$ 20,000.00	\$ 20,000.00
2-2	SEEDING & MULCH	0.2	AC	\$ 15,000.00	\$ 3,000.00	\$ 15,000.00	\$ 3,000.00
2-3	SILT FENCE	35	LF	\$ 6.00	\$ 210.00	\$ 5.00	\$ 175.00
2-4	INLET CHECK	2	EA	\$ 150.00	\$ 300.00	\$ 200.00	\$ 400.00
2-5	DITCH CHECK	78	LF	\$ 10.00	\$ 780.00	\$ 150.00	\$ 11,700.00
2-6	REMOVAL OF IMPROVEMENTS	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 24,000.00	\$ 24,000.00
2-7	RELOCATE SIGN	2	EA	\$ 450.00	\$ 900.00	\$ 450.00	\$ 900.00
2-8	RELOCATE MAILBOX	3	EA	\$ 250.00	\$ 750.00	\$ 500.00	\$ 1,500.00
2-9	LINEAR GRADING	13.2	STA	\$ 1,200.00	\$ 15,840.00	\$ 2,000.00	\$ 26,400.00
2-10	GRANULAR STONE BASE (2 IN. THICK)	611	SY	\$ 10.00	\$ 6,110.00	\$ 15.00	\$ 9,165.00
2-11	GRANULAR STONE BASE (4 IN. THICK)	477	SY	\$ 15.00	\$ 7,155.00	\$ 20.00	\$ 9,540.00
2-12	6 IN. WHITE SOLID (HIGH BUILD ACRYLIC WATERBORNE PAVEMENT MARKING PAINT)	264	LF	\$ 1.40	\$ 369.60	\$ 17.50	\$ 4,620.00
2-13	24 IN. WHITE STOP BAR (HIGH BUILD ACRYLIC WATERBORNE PAVEMENT MARKING PAINT)	27	LF	\$ 3.30	\$ 89.10	\$ 40.50	\$ 1,093.50
2-14	15" DIA. RCP	214	LF	\$ 70.00	\$ 14,980.00	\$ 75.00	\$ 16,050.00
2-15	21" DIA. RCP	68	LF	\$ 90.00	\$ 6,120.00	\$ 120.00	\$ 8,160.00
2-16	CURB AND GUTTER	134	LF	\$ 43.00	\$ 5,762.00	\$ 45.00	\$ 6,030.00
2-17	CONCRETE PAVEMENT (7 IN. THICK)	435.1	SY	\$ 110.00	\$ 47,861.00	\$ 100.00	\$ 43,510.00
2-18	SIDEWALK (4 IN. THICK) WITH FIBERMESH REINFORCEMENT	610.5	SY	\$ 82.50	\$ 50,366.25	\$ 85.00	\$ 51,892.50
2-19	CONCRETE RETAINING WALL	1.3	CY	\$ 1,700.00	\$ 2,210.00	\$ 1,800.00	\$ 2,340.00
2-20	TACTILE WARNING SURFACE	40	SF	\$ 45.00	\$ 1,800.00	\$ 40.00	\$ 1,600.00
2-21	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 1,600.00	\$ 1,600.00	\$ 4,000.00	\$ 4,000.00
2-22	PEDESTRIAN RAILING	24	LF	\$ 210.00	\$ 5,040.00	\$ 200.00	\$ 4,800.00
2-23	PEDESTRIAN SIGNAL HEADS	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 15,500.00	\$ 15,500.00
FAIRVIEW AVENUE - SUBTOTAL					\$ 206,583.95 *		\$ 266,376.00

TOTAL BID AMOUNT
\$ 574,199.40 *
\$ 663,419.50

This is to certify that at 10:00 A.M. on May 15, 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.

*BID AMOUNT DOES NOT MATCH SUBMITTED BID AMOUNT DUE TO MATHEMATICAL ERROR.



Jason Eckhart, P.E.
Zanevan Engineering

COUNCIL BILL NO. 25-41

ORDINANCE NO. _____

An Ordinance authorizing utility rate changes for electric, water, and wastewater services as requested by the Carthage Water & Electric Plant Board.

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

SECTION I: Utility rate changes are hereby authorized for electric, water, and wastewater services effective July 1, 2025, as requested by the Carthage Water & Electric Plant Board in accordance with the schedules which are attached hereto and incorporated herein by reference.

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: Carthage Water and Electric Plant Board

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
RESIDENTIAL SERVICE**

AVAILABILITY:

This rate is available by contract for single-phase 120/240 volt service to a single family dwelling through one meter for domestic use, and to separate structures on the same parcel of land, so long as these additional structures are not used for commercial purposes.

ENERGY CHARGE:

For all kWh used per month, per kWh	\$0.10555
-------------------------------------	-----------

MONTHLY AVAILABILITY CHARGE:

Residential Service (single family dwelling)	\$25.10
Residential Service (additional structures)	\$32.10

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth in this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fee (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. The use of motors not exceeding five horsepower will be permitted hereunder; provided, however, that motors of one horsepower and over must be connected for 240 volts, and provided further that simultaneous starting of motors totaling over five horsepower will not be permitted except that operation of air conditioners with a nominal manufacturer's rating of up to and including five ton capacity will be permitted under the further provision that not more than five tons (manufacturer's nominal rating) may be started from a single control. Equipment characterized by severe or fluctuating demands will not be permitted under this rate schedule. Service is for the exclusive use of the customer and shall not be resold or shared with others. Carthage Water & Electric Plant maintains sole discretion to determine which services will be billed under this rate.

Effective July 1, 2025

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
GENERAL SERVICE**

ENERGY CHARGE:

For Demand Meters:

For the first 5000 kWh used per month, per kWh	\$0.08772
For all additional kWh used per month, per kWh	\$0.08585

For Non-Demand Meters:

For the first 5000 kWh used per month, per kWh	\$0.10558
For all additional kWh used per month, per kWh	\$0.10251

MONTHLY CUSTOMER CHARGE:

Single-Phase Service	\$35.14
Three-Phase Service	\$100.00

MONTHLY DEMAND CHARGE:

Per kW of billing demand	\$9.45
--------------------------	--------

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth in this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Billing demand shall be based on the current monthly peak. The above undiscounted rates apply to secondary service. Primary service discounts shall apply to those customers who own their own transformation facilities (see Primary Service schedule and associated Conditions of Service). The General Service rate was developed assuming those customers who do not own their own facilities will be metered on the low side of the transformer and receive no discount. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2025

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
PRIMARY SERVICE**

AVAILABILITY:

The primary rate shall apply to those customers who own their own transformation facilities.

ENERGY CHARGE:

For the first 200,000 of kWh used per month, per kWh	\$0.07021
For all additional kWh used per month, per kWh	\$0.06328

MONTHLY DEMAND CHARGE:

Per kW of billing demand	\$11.25
--------------------------	---------

MONTHLY CUSTOMER CHARGE:

Single-Phase Service	\$35.14
Three-Phase Service	\$129.00

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth in this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Billing demand shall be based on the current monthly peak. Primary Service rates shall apply to those customers who own their own transformation facilities. Those who do own transformation facilities will be metered on the high side of the transformer and will accordingly be eligible for the Primary Service rates in this tariff. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2025

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
MUNICIPAL GENERAL SERVICE**

ENERGY CHARGE:

For Demand Meters:

For the first 5000 kWh used per month, per kWh	\$0.06140
For all additional kWh used per month, per kWh	\$0.06010

For Non-Demand Meters:

For the first 5000 kWh used per month, per kWh	\$0.07391
For all additional kWh used per month, per kWh	\$0.07176

MONTHLY CUSTOMER CHARGE:

Single-Phase Service	\$24.60
Three-Phase Service	\$70.00

MONTHLY DEMAND CHARGE:

Per kW of billing demand	\$6.62
--------------------------	--------

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Municipal General Service rates are based on General Service rates, discounted 30%. Billing demand shall be based on the current monthly peak. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2025

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
MUNICIPAL STREET LIGHTING & TRAFFIC SIGNALS SERVICE**

ENERGY CHARGE:

All kWh used per month, per kWh	\$0.04676
---------------------------------	-----------

MONTHLY CUSTOMER CHARGE:

Single-Phase service	\$18.00
Three-Phase service	\$50.00

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2025

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
AREA LIGHTING**

AVAILABILITY:

This rate is available to consumers using Carthage Water & Electric Plant's electric service.

UNIT CHARGE:

54 Watt, 60 Watt, 66 Watt, 70 Watt, & 175 MVL Watt fixture, metered, monthly charge	\$4.49
54 Watt, 60 Watt, 66 Watt, 70 Watt, 100 HPS, & 175 MVL Watt fixture, unmetered, monthly charge	\$11.45
100 Watt, 120 Watt, 250 HPS & 400 MVL Watt fixture, metered, monthly charge	\$9.15
100 Watt, 120 Watt, 250 HPS & 400 MVL Watt fixture, unmetered, monthly charge	\$22.82
105 Watt Flood, metered, monthly charge	\$11.74
105 Watt Flood, unmetered, monthly charge	\$16.33
176 Watt & 185 Watt Flood, unmetered, monthly charge	\$19.21
390 Watt Flood, metered, monthly charge	\$14.73
390 Watt Flood, unmetered, monthly charge	\$24.65

POLE INSTALLATION CHARGE:

Installation of new pole when lighting unit requires a new pole.

Charge based on actual labor, overhead and material at time of installation, on a per-connection basis.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service under this schedule provides area lighting using CWEP's standard street lighting or floodlighting fixtures bracket mounted on CWEP-owned or leased poles, tower or fixtures. Said lighting fixtures shall be controlled by CWEP street lighting practices. Ornamental poles or non standard mountings will be provided at customer expense. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2025

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
MUNICIPAL AREA LIGHTING**

AVAILABILITY:

This rate is available to City of Carthage departments for area lighting.

UNIT CHARGE:

54 Watt, 60 Watt, 66 Watt, 70 Watt, & 175 MVL Watt fixture, metered, monthly charge @ \$4.49, discounted 30%	\$3.14
54 Watt, 60 Watt, 66 Watt, 70 Watt, 161 Watt, 100 HPS, 150 HPS & 175 MVL Watt, unmetered, monthly charge @ \$11.45, discounted 30%	\$8.02
100 Watt, 120 Watt, metered, monthly charge @ \$9.15, discounted 30%	\$6.41
100 Watt, 120 Watt, 250 HPS & 400 MVL Watt fixture, unmetered, monthly charge @ \$22.82, discounted 30%	\$15.97
105 Watt Flood, metered, monthly charge @ \$11.74 discounted 30%	\$8.22
105 Watt Flood & 109 Watt Flood, unmetered, monthly charge @ \$16.33, discounted 30%	\$11.43
390 Watt Flood, metered, monthly charge @ 14.73, discounted 30%	\$10.31
390 Watt Flood, unmetered, monthly charge @ \$24.65, discounted 30%	\$17.26

POLE INSTALLATION CHARGE:

Installation of new pole when lighting unit requires new pole

Charge based on actual labor, overhead and material at time of installation, on a per-connection basis.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service under this schedule provides area lighting using CWEP's standard street lighting or floodlighting fixtures bracket mounted on CWEP-owned or leased poles, tower or fixtures. Said lighting fixtures shall be controlled by CWEP street lighting practices. Ornamental poles or non standard mountings will be provided at customer expense. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2025

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
SPORTS FIELD LIGHTING AND CORPS OF ENGINEERS
APPROVED FLOOD CONTROL AREAS**

AVAILABILITY:

This rate is available by contract to non-commercial institutions within the city limits of Carthage for Sports Field lighting and Corps of Engineers approved Flood Control areas.

ENERGY CHARGE:

For the first 5000 kWh used per month, per kWh	\$0.08772
For all additional kWh used per month, per kWh	\$0.08585

MONTHLY DEMAND CHARGE:

For all KW of billing demand, per KW	No Charge
--------------------------------------	-----------

MONTHLY CUSTOMER CHARGE:

Single-Phase service	\$35.14
Three-Phase service	\$100.00

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2025

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
MUNICIPAL SPORTS FIELD LIGHTING**

AVAILABILITY:

This rate is available by contract to City Departments within the city limits of Carthage for Sports Field lighting.

ENERGY CHARGE:

For the first 5000 kWh used per month, per kWh	\$0.06140
For all additional kWh used per month, per kWh	\$0.06010

MONTHLY DEMAND CHARGE:

For all KW of billing demand, per KW	No charge
--------------------------------------	-----------

MONTHLY CUSTOMER CHARGE:

Single-Phase service	\$24.60
Three-Phase Service	\$70.00

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within of this rate book.

CONDITIONS OF SERVICE:

Municipal Sports Field Lighting rates are based on Sports Field Lighting and Corps of Engineers Approved Flood Area rates, discounted 30%. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2025

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
TEMPORARY ELECTRIC SERVICE, SINGLE PHASE**

AVAILABILITY:

This rate is available for single phase 120/240 volt temporary service for construction or other temporary purposes.

ENERGY CHARGE:

All kWh used per month, per kWh	\$0.23058
---------------------------------	-----------

MONTHLY CUSTOMER CHARGE:

Single-Phase service	\$35.14
----------------------	---------

SETUP CHARGE:

Temporary electric service setup charge	\$150.00
---	----------

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2025

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
TEMPORARY ELECTRIC SERVICE, THREE PHASE SERVICE**

AVAILABILITY:

This rate is available for three phase temporary service for construction or other temporary purposes.

ENERGY CHARGE:

All kWh used per month, per kWh	\$0.08772
---------------------------------	-----------

MONTHLY CUSTOMER CHARGE:

Three-Phase service	\$100.00
---------------------	----------

DEMAND CHARGE:

Per kW of billing demand	\$11.25
--------------------------	---------

SETUP CHARGE:

Temporary electric service setup charge is based on actual labor, overhead and material needed to set up service

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2025

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
PARALLEL GENERATION SERVICE**

AVAILABILITY:

This schedule is available for service to customers who generate part, all or more than their requirements, only by special contract stipulating conditions of service and customer interconnection equipment.

NEW RATE:

Power and energy sold to customer shall be billed at the applicable General or Primary Service rates except that the Billing Demand shall be the maximum 15 minute measured demand in the past thirty-six months, adjusted for power factor. Energy delivered to the Department by the customer shall be purchased at a rate per kWh equal to that month's per kWh charge to CWEPP for Sikeston Power Plant energy; if there should be no Sikeston energy billing because of plant outage or other reasons, then this rate will be based on the weighted-average energy cost for the month.

MINIMUM MONTHLY BILL:

The minimum bill shall be the Billing Demand.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 1994

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
PURCHASE POWER ADJUSTMENT**

The purpose of this rate is to accurately recover from customers the cost of wholesale electric energy purchased and generated more than the cost forecasted by Carthage Water & Electric Plant in conjunction with electric service rates. The actual cost of wholesale electric energy purchased and generated above the forecasted amount shall be billed as a Purchase Power Adjustment (PPA) determined by multiplying the billed kWh for the current month times a Purchase Power Adjustment Factor (PPAF). The calculation of the PPAF is as follows:

$$PPAF = A \times 1/(1-B)$$

Where:

PPAF = Purchase Power Adjustment Factor to be made per kWh billed.

A = The amount in cents or fraction thereof by which the average cost of power per kWh paid by the utility to purchase or generate energy during the previous six months for which kWh is billed exceeds or is less than \$0.05346 per kWh.

B = The average percentage of power losses expressed decimally for the previous six months as shown in the production and disposition analysis.

Effective July 1, 2024

**CARTHAGE WATER & ELECTRIC PLANT
WATER RATES
RESIDENTIAL WATER SERVICE**

AVAILABILITY:

This rate is available by contract to residential consumers living in single family dwellings.

NET RATE:

Per Gallon	\$0.00445
------------	-----------

MONTHLY CUSTOMER CHARGE:

The customer charge shall be based on water meter size, as follows:

Residential - up to 2" meter	\$17.10
Residential - 3" to 6" meter	\$50.00
Residential - 8"-10" meter	\$75.00

CUSTOMERS OUTSIDE OF CARTHAGE CITY LIMITS:

A 5% surcharge will apply to residential customers located outside Carthage city limits.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective July 1, 2025

**CARTHAGE WATER & ELECTRIC PLANT
WATER RATES
NON-RESIDENTIAL WATER SERVICE**

AVAILABILITY:

This rate is available by contract to consumers not living in single family dwellings.

NET RATE:

Per Gallon	\$0.00510
------------	-----------

MONTHLY CUSTOMER CHARGE:

The customer charge shall be based on water meter size, as follows:

Non-residential- up to 2" meter	\$31.00
Non-residential - 3" to 6" meter	\$50.00
Non-residential - 8"-10" meter	\$75.00
Non-residential - 12" meter	\$100.00

CUSTOMERS OUTSIDE OF CARTHAGE CITY LIMITS

A 5% surcharge will apply to non-residential customers located outside Carthage city limits.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others without prior written approval from CWEP.

Effective July 1, 2025

**CARTHAGE WATER & ELECTRIC PLANT
WASTEWATER RATES
RESIDENTIAL SERVICE**

APPLICABILITY:

This rate applies to all accounts served by the sanitary wastewater system of the City of Carthage, MO. The rate is based upon consumption of water from the municipal water system with provisions for modifications in those accounts for which the use of municipal water is not a reasonable measure of the use of the wastewater system. For residential users, these rates are based upon the average water consumed during the months of December, January, February, and March. New residential accounts which have not established usage over these four months will be billed their month-to-month water usage until a complete, consecutive four-month billing base is established during the months of December, January, February and March. The definition of residential users, for Wastewater charges only, includes single-family dwellings, multiple-family dwellings, trailer courts, apartment houses and any other residential-type complex.

NET RATE:

Per Gallon, Residential Customers	\$0.00447
-----------------------------------	-----------

MONTHLY CUSTOMER CHARGE:

The customer charge shall be based on water meter size as follows:

5/8" meter	\$21.50	2" meter	\$28.10
3/4" - 1" meter	\$23.30	3" to 6" meter	\$50.00
1 1/2" meter	\$25.70	8-10" meter	\$75.00

CUSTOMERS OUTSIDE OF CARTHAGE CITY LIMITS

A 5% surcharge will apply to non-residential customers located outside Carthage city limits.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

For customers not using CWEP water, but using the wastewater service, monthly fees are as follows:

Up to 1,500 sq ft dwelling	\$32.18
1,500 to 2,500 sq ft dwelling	\$40.96
Over 2,500 sq ft dwelling	\$47.54

Effective July 1, 2025

**CARTHAGE WATER & ELECTRIC PLANT
WASTEWATER RATES
NON-RESIDENTIAL CUSTOMERS**

APPLICABILITY:

This rate applies to non-residential accounts served by the sanitary wastewater system of the City of Carthage, MO. For all non-residential usage, these rates are based upon actual month-to-month water consumption.

NET RATE:

Per Gallon, Non-Residential Customer \$0.00476

MONTHLY CUSTOMER CHARGE:

The customer charge shall be based on water meter size as follows:

Up to 2" meter	\$28.60
3" to 6" meter	\$50.00
8"-10" meter	\$75.00
12" meter	\$100.00

CUSTOMERS OUTSIDE OF CARTHAGE CITY LIMITS

A 5% surcharge will apply to non-residential customers located outside Carthage city limits.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

EXTRA STRENGTH CHARGES (IF APPLICABLE):

Extra strength sewage charges may also be applicable as determined by the sampled strength of the discharge.

<u>Pollutant</u>	<u>Cost/1000 Gallons</u>
Biochemical Oxygen Demand (BOD)	\$0.0042
Total Suspended Solids (TSS)	\$0.0027
Fats, Oils and Grease (FOG)	\$0.0145
Total Nitrogen	Reserved
Total Phosphorous	Reserved

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include any franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

PERMITS REQUIRED:

Service under this tariff may be subject to issuance of a wastewater permit pursuant to City Ordinance #6002.

Effective July 1, 2025

**CARTHAGE WATER & ELECTRIC PLANT
PAYMENT IN LIEU OF TAX**

APPLICATION:

This rider shall apply to all Electric, Water and Wastewater billings to customers located within the City of Carthage except for City or City department accounts.

RATE:

Charge amount shall be 3.5% of the applicable service charges. Such payment in lieu of tax shall not exceed \$100 per month, per metered account.

Effective January 1, 1994

CARTHAGE WATER & ELECTRIC PLANT SERVICE CHARGES

SERVICE PERFORMED:

Service - Connect Fee	\$30.00
Electric Service - Disconnect - at the pole	\$130.00
Electric Service - Reinstate - at the pole	\$130.00
Electric Service - Disconnect - at the pole - after hours	\$210.00
Electric Service - Reinstate - at the pole - after hours	\$210.00
Water Service - Disconnect or Reconnect - after hours*	\$75.00
Service - Non-Payment Reinstate - during office hours	\$40.00
Service call due to Meter Tampering	\$100.00
Service charge for return check	\$25.00
Meter Test Fee - Electric**	\$50.00
Meter Test Fee - Water**	\$50.00

WATER AND WASTEWATER SERVICES

1" Service:	Tap only by CWEP personnel. CWEP provides contractor with meter, meter pit, meter lid, top shutoff, check valve and meter adaptors.	Charge based on actual labor, overhead and material at time of installation, on a per-connection basis.
2" Service:	Tap only by CWEP personnel. CWEP provides contractor with meter, meter pit, meter lid, top shutoff, check valve and meter adaptors.	Charge based on actual labor, overhead and material at time of installation, on a per-connection basis.
All other services (including hybrid and non-standard services)		Charge based on actual labor, overhead and material at time of installation, on a per-connection basis.
Temporary Meters:	Deposit: \$1,000.00 Fee for CWEP to set meter: \$50.00 Deposit will be refunded if meter is returned in proper working order. Any damage will result in the cost of any replacement parts deducted from the deposit up to the entire amount of the deposit.	
Frontage Fee:	Water: \$50 per foot of water service available. Wastewater: \$50 per foot of wastewater service available.	

* Fees waived for emergency situations

** Fees waived if meter fails test

Effective July 1, 2025

**CARTHAGE WATER & ELECTRIC PLANT
LATE PAYMENT PENALTY**

Customer account balances not paid by the past due date specified on the bill will be assessed a 10% late payment penalty charge. Penalty charges will not be assessed on balances previously penalized.

If a due date falls on a weekend or holiday, payments will be accepted without a late fee on the following business day.

CWEP will accept, without penalty, payments received in the mail and drop box prior to the start of business on the first business day following the past due date specified on the bill.

Effective July 1, 1994

Updated August 21, 2003

**CARTHAGE WATER & ELECTRIC PLANT
MISSOURI WATER PRIMACY FEE**

Rule 10 CSR 60-16.010 Levy and Collection of the Missouri Primacy Fee requires collection of a fee from all customers of public water systems based on the size of the water system and the customer's meter size. These fees are collected monthly and remitted to the Department of Natural Resources of the State of Missouri.

	<u>AMOUNT</u>
Water System service monthly connection fees are as follows:	
Unmetered customers and customers with a meter less than or equal to one inch	\$0.44
More than one inch and less than two inches	\$1.75
More than two inches and less than four inches	\$8.50
More than four inches	\$16.50

Enacted September 1, 1992

Updated by the Missouri Department of Natural Resources January 1, 2022

CARTHAGE WATER & ELECTRIC PLANT ECONOMIC DEVELOPMENT RIDER

Purpose:

The purpose of this economic development rider is to encourage industrial development in the Carthage Water & Electric Plant (CWEP) service territory.

Definitions:

1. Annual Load Factor:

The annual load factor applicable to the customer shall be determined by the following relationship:

$$\text{Load Factor:} \quad \frac{\text{Annual Energy (kWh)}/\text{Hours in Year}}{\text{Average Billing Demand (kW)}}$$

2. Average Billing Demand:

The sum of monthly electric billing demands divided by the number of months. For calculation of annual load factor, the twelve most recent billing demands are applied, unless fewer than twelve months are available or practical, in which case the most recent available billing demands shall be applied.

3. Month:

The term "month" or "monthly" refers to the billing month as determined by CWEP.

4. New Industrial Customer:

A customer in CWEP's service territory utilizing new facilities which result in new load.

5. New Load:

The term "new load" refers to the amount of load that is added to CWEP's system after a date defined by contract.

Availability:

Electric service under this rider is only available to new industrial customers otherwise qualified for service under the Primary Service Rate and the General Service Rate and who make application for service.

For purposes of this rider, an industrial customer is defined as any business primarily engaged in the manufacturing or processing of a product for sale or resale or any other similar industrial-related activities as may be determined by CWEP.

CARTHAGE WATER & ELECTRIC PLANT ECONOMIC DEVELOPMENT RIDER (CONTINUED)

Applicability:

Upon the written request of the customer and acceptance by CWEP, the provisions of this rider will be applicable to customers who meet the following qualifications:

- 1) The monthly billing demand of the new customer is reasonably projected to be at least 200 kW within two years of the new customer first receiving service.
- 2) The annual load factor of the new customer is reasonably projected to equal or exceed an annual load factor of 50% within two years of the new customer first receiving service from CWEP.
- 3) If, as determined by CWEP, the new customer load fails to meet the applicability criteria at the end of the two-year projection period starting with the first month's application of the incentive discount provisions, CWEP may terminate the application of the provisions for the remaining years of the discount period.
- 4) Once a customer achieves 200 kW of monthly billing demand, the customer must maintain an average billing demand of 200 kW and an average load factor of 50%, as determined by CWEP, to continue to be eligible for this rider.

Written requests for service under this rider shall be accompanied by sufficiently detailed information to enable CWEP to determine whether the new customer is reasonably expected to meet the above criteria. All written requests for service under this rider will be considered by CWEP; however, requests which do not conform to the purpose and availability of this rider will not be approved.

Monthly Incentive Credit:

Under this rider, the customer will receive a bill credit which is determined as a percentage of all otherwise applicable demand charges for all kW of demand billing:

First Contract Year:	25%
Second Contract Year:	20%
Third Contract Year:	15%
Fourth Contract Year:	10%
Fifth Contract Year:	5%
Sixth Contract Year:	0%

Termination:

Failure of the customer to meet or maintain any of the applicable criteria of this rider or the terms of any applicable service contract may lead to termination of the contract and the application of this rider. If CWEP determines that the customer is non-compliant, the customer will be notified within thirty days of the determination and credits available in this rider will no longer apply to future bills.

Effective July 1, 2019

COUNCIL BILL NO. 25-42

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

**TO VIEW THE DRAFT BUDGET
FOR FY 2025-2026, PLEASE VISIT
OUR WEBSITE UNDER THE
GOVERNMENT TAB-FINANCIAL
TRANSPARENCY
OR COPY AND PASTE THE LINK
BELOW.**

https://core-docs.s3.us-east-1.amazonaws.com/documents/asset/uploaded_file/3571/Carthage/5740061/FY25-26_budget_book.pdf

COUNCIL BILL NO. 25-43

ORDINANCE NO. _____

An Ordinance authorizing a special use permit for a one licensed operator beauty shop by Kirsten Kelley in her residence at 2508 Stephen Street in the City of Carthage, Missouri.

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

SECTION I: A special use permit is hereby granted to Kirsten Kelley for the operation of a one (1) licensed operator beauty shop in an existing residence at 2508 Stephen Street, Carthage, MO.

SECTION II: The said special use permit is granted in accordance with Chapter 25-251(16) of the Carthage Code.

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.

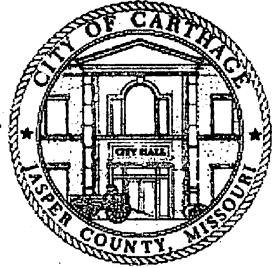
David B. Flanigan, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Planning, Zoning and Historic Preservation Commission

SPECIAL USE PERMIT PETITION



You must provide all requested information on the application. Blanks may delay processing of your petition. (write 'n/a' if information is not applicable to proposal).

Date: 4-27-2025

Filing Fee: \$100.00

Type of Special Use: (be as specific as possible and cite Zoning Ordinance provision listing use as permitted special use)

Sec. 25-302, line 8. Accessory Uses. to be used as a One room Salon, for myself, to perform cosmetology services on my established clientele.

Note: The City's Zoning Ordinance and Comprehensive Plan may be viewed at the City Clerk's Office or the Public Works Department

Modification of previously issued Special Use Permit:

☐

Yes

☒

No

Property Address: 2508 Stephen St.

Location/Legal description:

Phelps 8th ADD Lot 18

Total site area: 180 sq. ft.

Zoning District(s) and land area within each:

A First Dwelling

Present Land Use(s):

Single Family home with detached shop/poolhouse for personal use.

Owner: Jason and Kirsten Kelley

Address: 2508 Stephen St.

Tele: 417-793-9681

City: Carthage

State: MO

Zip Code: 64836

Email Address: kekelly12@gmail.com

Fax: _____

Petitioner: Kirsten Kelley

Relationship to Owner: Self

(person to whom all correspondence will be sent)

Address: 2508 Stephen St.

Tele: 417-793-9681

City: Carthage

State: MO

Zip Code: 64836

Email Address: kekelly12@gmail.com

Fax: _____

Proposal: (Attach Special Use Permit Petition Statement of Justification)

Other information: _____
(additional relevant information about the site or proposal you wish to note or cite)

I would like to construct a one room salon in our existing detached shop to provide cosmetology services. I do not wish to attract large groups or traffic. Nor do I plan to disrupt our neighborhood. Only to perform services on my established clientele from the comfort of our home.

The undersigned property owner(s) hereby authorize the filing of this petition (and any subsequent revisions thereto), and authorize(s) on-site review by authorized staff

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

The undersigned petitioner hereby certifies that, to the best of his or her knowledge and belief, all information supplied with this application is true and accurate.

Signature: _____

Date: _____

Return form to: Public Works Department

Office Use Only:	Date Received: _____	Hearing date: _____	Approved: ☐ Yes ☐ No
Permit Required: ☐ Yes ☐ No	Permit type: _____ (if applicable)		

SPECIAL USE PERMIT PETITION

STATEMENT OF JUSTIFICATION

For each of the five criteria listed below, provide a statement that explains how any existing conditions, proposed development features, or other relevant facts would allow the Planning, Zoning and Historic Preservation Commission to reach a recommendation, and attach any additional documents or materials that provide supporting factual evidence. The considerations listed under each required criteria are simply suggestions. Applicant should address any additional considerations potentially raised by the proposed development.

Important: Applicant bears the burden of presenting sufficient factual evidence to support findings of fact that allow the Commission to reasonably reach a recommendation. If the applicant fails to meet that burden, the Commission has no choice but to recommend denying the petition.

1. The proposed development will not materially endanger the public health or safety.

Considerations:

- Traffic conditions in the vicinity, including the effect of additional traffic on streets and street intersections, and sight lines at street intersection and curb cuts. *Private Drive for Client Use.*
- Provision of services and utilities, including sewer, water, electrical, garbage collection, and fire protection.
- Soil erosion and sedimentation. *Building already exists. Interior Changes Only*
- Protection of public, community, or private water supplies, including possible adverse effects on surface waters or groundwater

2. The proposed development will comply with all regulations and standards generally applicable within the zoning district and specifically applicable to the particular type of special use or class of special uses.

3. The proposed development will not substantially injure the value of adjoining property, or is a public necessity.

Considerations:

- The relationship of the proposed use and the character of development to surrounding uses and development, including possible conflicts between them and how these conflicts will be resolved.
- Whether the proposed development is so necessary to the public health, safety, and general welfare of the community as a whole as to justify it regardless of its impact on the value of adjoining property.

4. The proposed development will be in harmony with the area in which it is located.

Considerations:

- The relationship of the proposed use and the character of development to surrounding uses and development, including possible conflicts between them and how these conflicts will be resolved.

5. The proposed development will be consistent with the City's Comprehensive Plan.

Considerations:

- Consistency with the Plan's objectives for the various planning areas, its definitions of the various land use classifications and activity centers, and its locational standards.

Signature: _____

Kristen Kelley

Date: _____

4-27-25

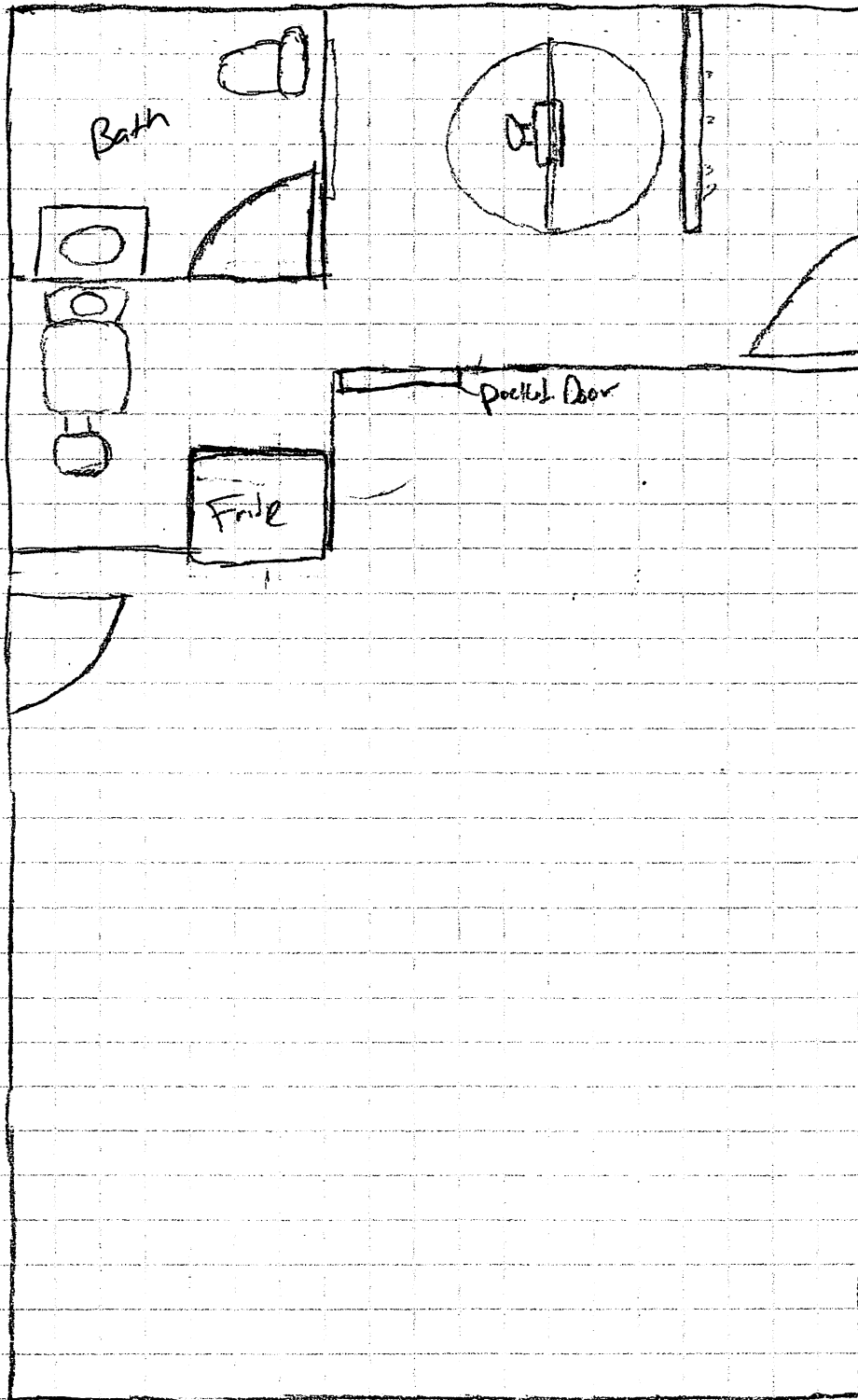
SPECIAL USE PERMIT PETITION REVIEW PROCESS

It is strongly recommended that any person considering seeking a Special Use Permit first contact the Public Works Department staff, who will explain the review process, applicable requirements and standards, potential issues, and provide the necessary forms.

Review of Special Use Permit petitions occurs in accordance with defined cycles that accommodate comprehensive review by the City, a public hearing and review by the Planning, Zoning and Historic Preservation Commission, and public notice of hearing.

- Request a Special Use Permit Application from the Public Works Department
- Applicant completes the application and returns it to the Public Works Department
- Public Works Department staff reviews the application and directs any concerns to the applicant
- The applicant makes payment for the filing fee at Public Works Department
- The request is placed on the next Planning, Zoning and Historic Preservation Commission Agenda
- Applicant is notified of Hearing date. Notice of Public Hearing is published in the Carthage Press
- The Public Works Department notifies property owners within 185' of property requesting the Special Use Permit of the Public Hearing date.
- City Clerk posts agenda no less than 24 hours prior to the meeting
- Planning, Zoning and Historic Preservation Commission conducts hearing and votes on recommendation to City Council regarding approval or denial of request
- Upon an approval at Council, a Council Bill is prepared for first reading for the next Council meeting
- Council Bill goes through a second reading
- Special Use Permit is issued through City Clerk's office and permit is sent to Applicant

Note: The Planning, Zoning and Historic Preservation Commission meet on the first Monday of each month. The City Council meet on the second and fourth Tuesday of each month.



15
Entrance to
Salon

180 sq ft

An Ordinance to amend Section 200 – General Employment Policies of the Personnel Policy Manual of the City of Carthage by adding Section 208 – Employment Records Policy.

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

SECTION I: Section **200 – General Employment Policies** of the Personnel Policy Manual is hereby amended by adding Section 208 – Employment Records Policy.

208. Employment Records Policy: The City of Carthage is required by law to maintain certain employment records for all employees. These records are the property of the City and shall be maintained in a secure and confidential manner. The City of Carthage is committed to protecting the privacy and confidentiality of all employee records in accordance with applicable laws and regulations.

All employees must notify their supervisors or Department Directors within ten (10) days of any changes to their:

- Current address
- Legal name
- Telephone number
- Marital status
- Number of income tax deductions
- Insurance beneficiaries
- Emergency contact information

01. Personnel Files

All official personnel files shall be kept confidential and securely maintained at City Hall. Access to personnel files is restricted to:

- Human Resources
- Department Heads
- City Administrator
- Mayor (access to Officers of the City only)

Employees may review their personnel file by making a written request to Human Resources either in writing or email. Within ten (10) days of the request, the City will make the records available for inspection. All personnel file reviews must be conducted

in the Human Resources Director's office in the presence of the Human Resources Director. Employees are not permitted to take or modify any document or other item contained in their employment file. Employee records shall not be disseminated outside of the organization unless required by a court order requesting the documents.

02. Medical Records

Employee medical records shall be maintained separately from general employment records to ensure confidentiality. These records will be securely housed in the Human Resources Director's office.

Access to medical records is restricted to:

- The Human Resources Director
- Department Heads and the City Administrator, only on a **need-to-know** basis

SECTION II: This Ordinance shall take effect and be in force effective 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 and Claims

- 208. Employment Records Policy:** The City of Carthage is required by law to maintain certain employment records for all employees. These records are the property of the City and shall be maintained in a secure and confidential manner. The City of Carthage is committed to protecting the privacy and confidentiality of all employee records in accordance with applicable laws and regulations.

All employees must notify their supervisors or Department Directors within ten (10) days of any changes to their:

- Current address
- Legal name
- Telephone number
- Marital status
- Number of income tax deductions
- Insurance beneficiaries
- Emergency contact information

01. Personnel Files

All official personnel files shall be kept confidential and securely maintained at City Hall. Access to personnel files is restricted to:

- Human Resources
- Department Heads
- City Administrator
- Mayor (access to Officers of the City only)

Employees may review their personnel file by making a written request to Human Resources either in writing or email. Within ten (10) days of the request, the City will make the records available for inspection. All personnel file reviews must be conducted in the Human Resources Director's office in the presence of the Human Resources Director. Employees are not permitted to take or modify any document or other item contained in their employment file. Employee records shall not be disseminated outside of the organization unless required by a court order requesting the documents.

02. Medical Records

Employee medical records shall be maintained separately from general employment records to ensure confidentiality. These records will be securely housed in the Human Resources Director's office.

Access to medical records is restricted to:

- The Human Resources Director
- Department Heads and the City Administrator, only on a **need-to-know** basis

**AN EMERGENCY ORDINANCE AMENDING SECTION 2-122(c) OF
THE CARTHAGE CITY CODE**

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

Section I: Section 2-122: Council Hearing of the Carthage City Code is hereby amended:

- (a) In all cases where an order of suspension and written charges of misconduct have been filed with the city clerk by the mayor, or where such charges have been made by the council or any member thereof, the council shall set a day certain for the hearing of such charges and for the officer to appear and enter a defense. The council shall cause to be served upon the accused officer a written notice of the exact time and place where such charges will be heard. The notice, as provided herein, shall in all cases be served upon the accused officer not less than five (5) days before the day of the hearing. The council shall adopt rules of procedure for the conduct of the hearing.
- (b) Upon the day set by the council for the hearing of the charges, the mayor and the council shall meet at the time and place decided upon and shall forthwith proceed to hear all the evidence for and against the accused officer adjourning the hearings from day to day if necessary. If the mayor is the person accused, the president pro tem of the council shall preside at the hearings.
- (c) At the conclusion of the evidence and arguments pro and con, the council shall proceed to vote, by ayes and nays, voting upon each charge separately, if more than one (1) has been made. If the charges were made by the mayor, the accused shall be removed from office only if he/she is found guilty by a majority vote of all the members elected to the council. Otherwise, he/she shall be reinstated in office and shall receive all compensation which he/she may have lost as a result of any suspension.
- (d) Notwithstanding subsection (c), if the charges were made by the council or a member thereof, the accused shall be removed from office only if he/she is found guilty by a two-thirds vote of all the members elected to the council.
- (e) In all cases, the proceedings of the council shall be spread upon the journal of the council.

PASSED AND APPROVED THIS _____ DAY OF JUNE, 2025.

David B. Flanigan, Mayor

ATTEST:

Miranda Deal, City Clerk

COUNCIL BILL NO. _____

ORDINANCE NO. _____

**AN EMERGENCY ORDINANCE AMENDING SECTION 2-122(c) OF
THE CARTHAGE CITY CODE**

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

Section I: Section 2-122: Council Hearing of the Carthage City Code is hereby amended:

- (a) In all cases where an order of suspension and written charges of misconduct have been filed with the city clerk by the mayor, or where such charges have been made by the council or any member thereof, the council shall set a day certain for the hearing of such charges and for the officer to appear and enter a defense. The council shall cause to be served upon the accused officer a written notice of the exact time and place where such charges will be heard. The notice, as provided herein, shall in all cases be served upon the accused officer not less than five (5) days before the day of the hearing. The council shall adopt rules of procedure for the conduct of the hearing.
- (b) Upon the day set by the council for the hearing of the charges, the mayor and the council shall meet at the time and place decided upon and shall forthwith proceed to hear all the evidence for and against the accused officer adjourning the hearings from day to day if necessary. If the mayor is the person accused, the president pro tem of the council shall preside at the hearings.
- (c) At the conclusion of the evidence and arguments pro and con, the council shall proceed to vote, by ayes and nays, voting upon each charge separately, if more than one (1) has been made. If the charges were made by the mayor, **the accused shall be removed from office only if he/she is found guilty by a majority vote of all the members elected to the council. Otherwise, he/she shall be reinstated in office and shall receive all compensation which he/she may have lost as a result of any suspension** and a majority of all the members elected to the council find the accused guilty of the charges as made, or any of them, he/she shall be removed from office. If a majority of the members elected to the council find the accused not guilty of the charges as made, he/she shall stand reinstated in office and shall receive all compensation which he/she may have lost as the result of any suspension.
- (d) Notwithstanding subsection (c), if the charges were made by the council or a member thereof, the accused shall be removed from office only if he/she is found guilty by a two-thirds vote of all the members elected to the council.

(e) In all cases, the proceedings of the council shall be spread upon the journal of the council.

NOTE: Language that is **Bold and Underlined** has been added.

PASSED AND APPROVED THIS _____ DAY OF JUNE, 2025.

Bren Flanigan, Mayor

ATTEST:

Miranda Deal, City Clerk

RESOLUTION NO. 2090

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 \$15,050.00 for additional repairs to the curtains at Memorial Hall.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

David B. Flanigan, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Budget Committee

RESOLUTION NO. 2091

A RESOLUTION APPROVING THE RECOMMENDATION OF THE McCUNE-BROOKS REGIONAL HOSPITAL TRUST FOR THE DISTRIBUTION OF FUNDS (\$5,000.00) FROM THE RESTRICTED TRUST FUND TO INNOVATIVE INDUSTRIES

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

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

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

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

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

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

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

INNOVATIVE INDUSTRIES

\$5,000.00

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

ATTEST:

David B. Flanigan, Mayor

Miranda Deal, City Clerk

Application Date: 4/30/2025

MCCUNE BROOKS REGIONAL HOSPITAL TRUST
Data Sheet for Organizations
Requesting Grants

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

1. Legal name of your organization: Innovative Industries Inc.
2. Is your organization an organization qualified as a 501(c)(3) tax-exempt organization by the IRS or qualified in any other manner by the IRS as a tax-exempt entity? YES X NO
 - a. If your organization has qualified as a tax-exempt organization, please attach a copy of the IRS qualifying letter or such other documentation you are relying upon to establish your organization's tax-exempt status.
3. Please provide your organization's taxpayer identification number: 43-0923010
4. Please write a brief statement of the purpose of your organization. If you need additional space, you may write on the back of this form or attach a separate statement to this form.
Innovative Industries provides meaningful and productive work experiences for individuals with disabilities; fostering independence, increasing self-worth, and promoting community integration through training and employment in Carthage and surrounding communities since 1969. Our vision is to create community where individuals of all abilities thrive through meaningful work, achieving independence, confidence, and social integration.
5. How much money is your organization requesting from the McCune Brooks Regional Hospital Trust?
\$5,000
6. When does your organization anticipate the need for funds it is requesting? 6/1/2025
7. Please write a brief statement as to the purpose for which these funds are being requested. If you need additional space, you may write on the back or attach a statement to this form.

We are requesting \$5,000 for the purchase of 3 new computer workstations for our 3 Administrative Full Time Employees. These workstations will be used to facilitate all of operations as we utilize Quickbooks, Microsoft Suite (Word, Excel, Outlook), Internet Browser, our scheduling software, and our operational documents (policies, procedures, forms, handbook, etc.)

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

Innovative Industries provides employment services to more than 50 individuals with developmental or physical disabilities in Carthage and surrounding communities. These employees support more than 200 community organizations from R9 Schools and city municipalities, to local businesses, banks, and manufacturers, as well as being one of two primary recycling centers for the Carthage community, and our employees are the welcoming faces at our Joplin and Halltown Interstate 44 Welcome Centers through a MODOT partnership.

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

We receive funding through a few service contracts, selling of recycled cardboard and paper bales, and through local and state grants. Missouri workshops receive no federal funding.

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

Amy Cole | 207 W. 3rd Street Carthage, MO 64836 | 417.388.0851 | amy.y.cole@ampf.com

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

1. Susan Wendleton | susan@carthagenaz.org | 417-793-0074 | 2000 Grand Ave. Carthage, MO

2. Gage Tiller | tillerg@carhagetigers.org | 417-359-7026 | 1100 E Airport Dr. Carthage, MO

3. Alice Chorum | alice@southwestagencyins.com | 417-358-4041 | PO Box 375 Carthage MO

4. Charolette Montague | charlotte.montague@adm.com | (417) 358-2197 | 323 Meridian Street Carthage MO

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

Tom Furrh | Executive Director, Innovative Industries | tomfurrh@carthagews.com | 417-793-7444

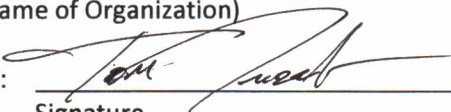
Completed Affidavit **must** be included with application for consideration!

501(c) (3) VERIFICATION AFFIDAVIT

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

Dated this 30 day of April, 2025.

Innovative Industries Inc.
(Name of Organization)

BY: 
Signature

Tom Furrh, Executive Director
Typed Name and Title

Submit this completed application to:

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

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



Department of the Treasury
Internal Revenue Service
Cincinnati, OH 45999

In reply refer to: 0241688056
Sep 10, 2018 LTR 147C
43-0923010

INNOVATIVE INDUSTRIES
421 W CENTENNIAL AVE
CARTHAGE MO 64836-2732 216

Taxpayer Identification Number: 43-0923010

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of September 10th, 2018.

Your Employer Identification Number (EIN) is 43-0923010. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 7:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms. Dozier
1003363621
Contact Representative

RESOLUTION NO. 2092

A RESOLUTION APPROVING THE RECOMMENDATION OF THE McCUNE-BROOKS REGIONAL HOSPITAL TRUST FOR THE DISTRIBUTION OF FUNDS (\$75,000.00 PER YEAR FOR THREE YEARS) FROM THE RESTRICTED TRUST FUND TO CARTHAGE CROSSLINES MINISTRY**

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

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

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

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

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

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

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

CARTHAGE CROSSLINES MINISTRY \$75,000.00 PER YR FOR THREE YEARS
**Contingent upon the Ministry reaching their financial goal

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

ATTEST:

David B. Flanigan, Mayor

Miranda Deal, City Clerk

MCCUNE BROOKS REGIONAL HOSPITAL TRUST
Data Sheet for Organizations
Requesting Grants

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

1. Legal name of your organization: Carthage Crosslines Ministry
2. Is your organization an organization qualified as a 501(c)(3) tax-exempt organization by the IRS or qualified in any other manner by the IRS as a tax-exempt entity? YES X NO
 - a. If your organization has qualified as a tax-exempt organization, please attach a copy of the IRS qualifying letter or such other documentation you are relying upon to establish your organization's tax-exempt status.
3. Please provide your organization's taxpayer identification number: 43-1334801
4. Please write a brief statement of the purpose of your organization. If you need additional space, you may write on the back of this form or attach a separate statement to this form.

Carthage Crosslines Ministry has served the people of eastern Jasper County since 1984, working at the intersection of hunger relief, poverty support, and wellness. As the only USDA-certified food pantry in this part of the county, we provide nutritious food and household items to thousands of local families in need. Our services also include a free thrift store and hygiene support
5. How much money is your organization requesting from the McCune Brooks Regional Hospital Trust? \$400,000_____
6. When does your organization anticipate the need for funds it is requesting?
As soon as possible.
7. Please write a brief statement as to the purpose for which these funds are being requested. If you need additional space, you may write on the back or attach a statement to this form.

We are seeking a \$400,000 grant to support a million-dollar expansion project that will directly enhance our ability to serve low-income residents more effectively and sustainably.

The expansion includes:

- 1,768 sq. ft. of new thrift store space, creating a permanent income-generating program to support operations.
- 2,631 sq. ft. of dedicated storage space, essential for organizing and distributing donated food, hygiene items, and household goods.
- Improved infrastructure that will increase safety, efficiency, and capacity across all operations.

With donations and need growing rapidly, our current facilities are no longer sufficient. This expansion will allow us to:

- Store larger quantities of food and health-related items in a safe, climate-appropriate space.
- Meet growing demand for our thrift store and free goods program.
- Become significantly more self-sustaining, reducing long-term reliance on emergency funding.

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

While this expansion includes infrastructure, its core goal is to improve health outcomes and reduce hardship for vulnerable families. This includes:

- Reducing food insecurity, a major factor in chronic illness, fatigue, and poor mental health.
- Ensuring access to clean clothing, hygiene products, diapers, and basic home goods—items that directly influence physical and emotional well-being.
- Providing dignified choices through our thrift store, where families can shop affordably or for free.
- Increasing organizational resilience and responsiveness during emergencies (weather events, economic downturns, etc.).

This project aligns with the McCune-Brooks Regional Hospital Trust's mission to improve the health of Carthage-area residents, especially those most in need.

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

Budget (Total): \$1,000,000

- \$100,000 already spent on prep work (engineering, planning, site readiness)
- \$200,000 cash in hand
- \$75,000 remaining from a pledged \$100,000 from Schreiber Foods over 4 years
- \$500,000 requested through Missouri NAP tax credits (decision expected mid-June 2025)
- Capital campaign launching May 16, 2025
- Plan to apply to the Mabey Foundation contingent on secured support

Amount Requested from McCune-Brooks: \$400,000

This funding will help close a critical gap, allowing us to proceed with construction and fulfill the vision we've outlined with the community.

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

Cody Dougless Chairman – 801-971-4361

Tymon Bay Co-chair - 417-380-4757

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

1.

Susan Wendleton - Executive Secretary 1/30/2027 Carthage Nazarene 9054 Ginger Lane Carthage, Mo. 417-793-0074
Missy Pietz - Treasurer 8/12/2028 Schreiber Foods Financial Analyst 25560 Kafir Rd. Webb City, 64870 417-793-7235
Bob Goar 8/10/2026 Schreiber Plant Manager 9730 County Lane 192 Carthage, Mo. 417-793-0081
Lee Elliff Pound 8/1/2027 Retired MSSU 400 Belle Air Place Carthage, Mo. 417-437-6737
Carolyn Cole 8/12/2028 Retired Realtor PO Box 245 Carthage, Mo. 417-793-0865
Roger Renken 8/12/2028 Retired Highway Patrol 8136 Ivory Rd. Reeds, 64859 417-299-2440

—

12. Please identify an individual for follow up contact to review effectiveness of the grant. _
Toni Smith, Executive Director 417-952-5748

Completed Affidavit must be included with application for consideration!

501(c) (3) VERIFICATION AFFIDAVIT

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

May

Dated this _6th___ day of __May_____, 20_25___.

—

Carthage Crosslines Ministry_____
(Name of Organization)

BY: Toni Smith Signature

Toni Smith Executive Director_____ Typed Name and Title

Submit this completed application to:

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

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

RESOLUTION NO. 2093

A RESOLUTION APPROVING THE RECOMMENDATION OF THE McCUNE-BROOKS REGIONAL HOSPITAL TRUST FOR THE DISTRIBUTION OF FUNDS (\$75,000.00 PER YEAR FOR THREE YEARS) FROM THE RESTRICTED TRUST FUND TO MCCUNE BROOKS HEALTHCARE FOUNDATION**

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

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

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

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

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

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

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

MCCUNE BROOKS HEALTHCARE FOUNDATION

\$75,000.00 PER YR FOR THREE YEARS

**Contingent upon the Foundation reaching their financial goal

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

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

PASSED AND APPROVED THIS ____ DAY OF _____, 2025.

ATTEST:

David B. Flanigan, Mayor

Miranda Deal, City Clerk

Sponsored by: McCune Brooks Regional Hospital Trust.

Application Date: 3/31/2025

MCCUNE BROOKS REGIONAL HOSPITAL TRUST
Data Sheet for Organizations
Requesting Grants

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

1. Legal name of your organization: McCune-Brooks Healthcare Foundation
2. Is your organization an organization qualified as a 501(c)(3) tax-exempt organization by the IRS or qualified in any other manner by the IRS as a tax-exempt entity? YES ☒ NO ☐
 - a. If your organization has qualified as a tax-exempt organization, please attach a copy of the IRS qualifying letter or such other documentation you are relying upon to establish your organization's tax-exempt status.
3. Please provide your organization's taxpayer identification number: 43-1771403
4. Please write a brief statement of the purpose of your organization. If you need additional space, you may write on the back of this form or attach a separate statement to this form.
To promote and support programs, organizations and initiatives that directly contribute
to better health and healthy lifestyles for the citizens of Carthage.

5. How much money is your organization requesting from the McCune Brooks Regional Hospital Trust?
\$500,000
6. When does your organization anticipate the need for funds it is requesting? The funds will
be needed in June 2025, with financing in place to accommodate pledge commitments.
7. Please write a brief statement as to the purpose for which these funds are being requested. If you need additional space, you may write on the back or attach a statement to this form.
We are seeking funding to complete the Pavilion and Plaza in Carthage, MO,
providing a permanent home for the Carthage Farmers Market and a versatile
community event space. In partnership with the Carthage Farmers Market,
the pavilion will be owned by MBHF and serve as the market's home two days
a week while remaining available for various community events through the year.

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

This grant will support a permanent pavilion, providing a space that boosts the local economy, fosters community connections, and promotes physical and mental well-being. By increasing access to fresh, locally grown produce and creating a vibrant gathering place, it will enhance health outcomes and strengthen community engagement in Carthage.

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

This project will rely on a combination of grants, business and individual contributions.

The land was purchased with a gift from the Barbara Coyle Trust, and we are seeking funding from sources such as Steadley Family Trust, Helen Boylan Trust, Kolpin Trust, and others.

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

Lora Phelps, Executive Director, lora@mbhfoundation.com, 417-313-5048

Mark Elliff, Board Chairman, marke1447@gmail.com, 417-359-3662

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

1. Mariann Morgan, Board Vice Chairman, mam@cp-law.com, 417-793-6116

2. Beth Simmons, Board Secretary & Treasurer, elizabethsimmons9@gmail.com, 417-359-6558

3. Patrick Scott, Board Member, patrickscott00@gmail.com, 417-793-0415

4. Stacey Mushce, Board Member, smusche@smbonline.com, 417-850-4124

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

Lora Phelps, Executive Director, lora@mbhfoundation.com, 417-313-5048

Completed Affidavit **must** be included with application for consideration!

501(c) (3) VERIFICATION AFFIDAVIT

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

Dated this 31 day of March, 2025.

McCune-Brooks Healthcare Foundation

(Name of Organization)

BY: Lora Phelps

Signature

Lora Phelps, Executive Director

Typed Name and Title

Submit this completed application to:

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

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



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

MCCUNE-BROOKS HEALTH CARE FOUNDATION
INC
3125 DR RUSSELL SMITH WAY
CARTHAGE, MO 64836

Date:
02/16/2023
Employer ID number:
43-1771403
Person to contact:
Name: Mrs Garner
ID number: 31731
Telephone: 877-829-5500
Accounting period ending:
June 30
Form 990-PF required:
Yes
Effective date of exemption:
November 15, 2018
Addendum applies:
Yes
DLN:
26053589005032

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a private foundation within the meaning of Section 509(a).

Based on the information you submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

You're required to file Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation, annually, whether or not you have income or activity during the year. If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PF" in the search bar to view Publication 4221-PF, Compliance Guide for 501(c)(3) Private Foundations, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 1076 (Rev. 2-2020)
Catalog Number 35161A

MCCUNE-BROOKS HEALTHCARE FOUNDATION

FINANCIAL STATEMENTS

DECEMBER 31, 2024





ACCOUNTANT'S DISCLAIMER REPORT

To Management
McCune-Brooks Healthcare Foundation
PO Box 734
Carthage, MO 64836

The accompanying financial statements of McCune-Brooks Healthcare Foundation as of and for the month ended December 31, 2024 omit substantially all disclosures. The financial statements were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

Schmidt Associates, LLC

January 09, 2025



McCune-Brooks Healthcare Foundation
Balance Sheet
December 31, 2024

Assets

Current Assets

Cash in bank - Guaranty Bank checking	\$ 1,727.54
Cash in bank - Arvest Bank money market	13,210.52
Cash in bank - Guaranty Bank money market	30,995.15
SMB - Mammogram account	16,957.33
Prepaid payroll	8,566.39
Community Foundation of the Ozarks	82,776.11
UMB Investment account - #127796	<u>5,250,211.49</u>
Total Current Assets	<u><u>5,404,444.53</u></u>

Property and Equipment

Land	322,329.91
Buildings	1,005,047.47
Less accumulated depreciation	<u>(218,282.82)</u>
Net Property and Equipment	<u><u>1,109,094.56</u></u>

Total Assets	<u><u>\$ 6,513,539.09</u></u>
---------------------	-------------------------------

Liabilities and Net Assets

Net Assets

Unrestricted net assets	\$ 6,071,467.58
Change in net assets	<u>442,071.51</u>
Total Net Assets	<u><u>6,513,539.09</u></u>
Total Liabilities and Net Assets	<u><u>\$ 6,513,539.09</u></u>

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

McCune-Brooks Healthcare Foundation
Statements of Revenues, Expenses and Other Changes in Net Assets - Accrual basis
For the one month and six months ended December 31, 2024

	2024 Month	% of Income	2024 Year to date	% of Income
Sales				
Sales	\$ 0.00	0.00 %	\$ 0.00	0.00 %
Contributions income - other	0.00	0.00	681,342.61	92.38
Contributions income - mammograms	835.00	9.54	835.00	0.11
Fundraising income	0.00	0.00	14,940.27	2.03
Miscellaneous income	564.00	6.44	661.49	0.09
Rental income - Freeman	6,480.25	74.02	38,881.50	5.27
Rental income - Boylan Foundation	375.00	4.28	375.00	0.05
Venue Income	500.00	5.71	500.00	0.07
	<u>8,754.25</u>	<u>100.00</u>	<u>737,535.87</u>	<u>100.00</u>
Cost of Sales				
Cost of purchases	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	<u>8,754.25</u>	<u>100.00</u>	<u>737,535.87</u>	<u>100.00</u>
Operating Expenses				
Salaries and wages	9,733.33	111.18	35,016.66	4.75
Payroll taxes	<u>740.60</u>	<u>8.46</u>	<u>2,664.28</u>	<u>0.36</u>
Total payroll expenses	<u>10,473.93</u>	<u>119.64</u>	<u>37,680.94</u>	<u>5.11</u>
Advertising and marketing	185.70	2.12	185.70	0.03
Advertising/Promotional-122 Grant St	0.00	0.00	252.21	0.03
Bank charges	46.81	0.53	70.96	0.01
Contribution expense	5,520.20	63.06	389,189.31	52.77
Fundraising expense	571.68	6.53	5,479.73	0.74
Insurance	1,233.00	14.08	2,375.49	0.32
Interest	0.00	0.00	2,992.04	0.41
Investment advisory fees	2,085.38	23.82	11,023.83	1.49
Legal and professional fees	719.25	8.22	4,858.25	0.66
Miscellaneous	1,739.00	19.86	1,975.78	0.27
Postage	0.00	0.00	68.00	0.01
Reimbursable expenses	0.00	0.00	0.00	0.00
Rental expense - insurance	5,546.00	63.35	9,536.00	1.29
Rental expense - repairs and maintenance	0.00	0.00	2,635.00	0.36
Rental expense - depreciation	9,559.64	109.20	24,198.73	3.28
Rental expense - property taxes	6,040.25	69.00	6,040.25	0.82
Rent expense	486.00	5.55	3,486.00	0.47
Supplies	0.00	0.00	526.96	0.07
Happy Bottoms Expenses	0.00	0.00	103.46	0.01
Taxes and licenses	0.00	0.00	1,148.83	0.16
Telephone	10.57	0.12	198.22	0.03
Utilities	239.71	2.74	793.75	0.11
206 Grant Street	0.00	0.00	150.00	0.02
	<u>33,983.19</u>	<u>0.00</u>	<u>467,288.50</u>	<u>0.00</u>
Total operating expenses	<u>44,457.12</u>	<u>507.83</u>	<u>504,969.44</u>	<u>68.47</u>
Net income (loss) from operations	<u>(35,702.87)</u>	<u>0.00</u>	<u>232,566.43</u>	<u>0.00</u>
Other Income / (Expenses)				
Interest income - bank	172.03	1.97	3,596.09	0.49
Interest and dividend income - investments	26,620.23	304.08	64,340.24	8.72
Unrealized gain/(loss) on sale of investments	(210,772.92)	(2407.66)	102,344.73	13.88

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

McCune-Brooks Healthcare Foundation
Statements of Revenues, Expenses and Other Changes in Net Assets - Accrual basis
For the one month and six months ended December 31, 2024

	2024 Month	% of Income	2024 Year to date	% of Income
Realized gain / (loss) on sale of investments	39,117.75	446.84	39,224.02	5.32
	<u>(144,862.91)</u>	<u>(1654.77)</u>	<u>209,505.08</u>	<u>28.41</u>
Net Income / (Loss)	<u><u>\$ (180,565.78)</u></u>	<u><u>(2062.61)</u></u>	<u><u>\$ 442,071.51</u></u>	<u><u>59.94</u></u>

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



The Gathering Place

CARTHAGE MARKET PAVILION

*We specialize in promoting healthy living through community health and wellness initiatives.
It is our mission to connect people with information and resources for better health.*

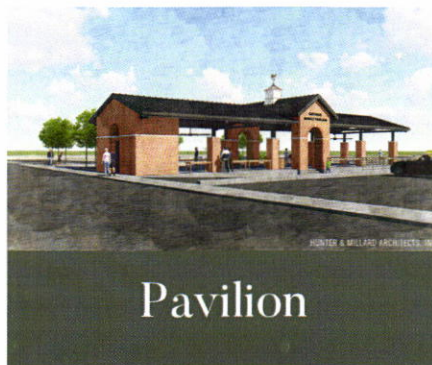
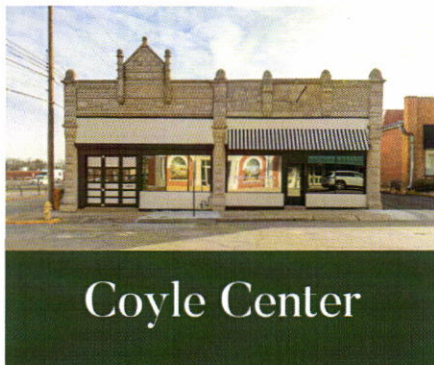


Who We Are

The McCune-Brooks Healthcare Foundation is committed to enhancing the health and well-being of the Carthage community. Through strategic investments and collaborative partnerships, we are able to support programs and initiatives that work towards building a healthier community for generations to come. Our work is two-fold: to provide grants to organizations that align with our healthcare focus mission, and to provide direct support to individuals' healthcare needs.

The Gathering Place

The Gathering Place is home to the Coyle Event Venue, Market Pavilion, and Plaza. It is a vibrant hub for community, commerce, and celebration. The funding we're seeking will complete the Pavilion and Plaza, providing a permanent home for the Carthage Farmers Market and a dynamic event space.



The Coyle Center

The Coyle Center is a new Community Resource Center dedicated to health and wellness. We offer programs on healthy lifestyles, nutritious eating, and fostering strong, healthy families. Our mission is to build a healthier community! The Coyle Center was made possible by a generous estate gift from Barbara Coyle and her gift will impact lives in Carthage for generations to come.



EVENT VENUE

The Coyle Center is available to rent as an event venue for your next family gathering, work event, celebration, and more! Venue space includes two large event spaces, an entry area, two restrooms, and access to the kitchen.

DIAPER PROGRAM

The Happy Bottoms Diaper Project is housed in the Coyle Center. It supports families in Carthage by providing diapers for children until they turn 4 years old. Each child receives 75 diapers or 50 pull-ups per month.

MAMMOGRAM PROGRAM

The Coyle Center serves as our office space and allows us to administer other programming like our Mammogram Program which provides free screening mammograms for women.

COMMUNITY CLASSES

We utilize the Coyle Center to provide programs on healthy lifestyles, nutritious eating, and fostering strong, healthy families.

The Pavilion

The Carthage Market Pavilion Project is an initiative to construct a permanent, covered pavilion to **serve as the long-term home for the Carthage Farmers Market.**

This new pavilion will:

- Provide a stable, weather-protected environment for vendors and shoppers
- Extend the market's operating season
- Create a versatile community space for events, education, and local commerce

By fostering a resilient local food system and promoting healthy living, the pavilion will serve as a critical investment in the well-being and economic growth of our region.

Additionally, this project will play a key role in revitalizing an underutilized area of our historical downtown area, attracting increased foot traffic, new businesses, and economic opportunities to the community.

Farmers Market



The Plaza

The Plaza

Connected to the Pavilion, the Plaza is a dynamic gathering space designed to bring people together. This inviting, open-air area can host live music, art, markets, and community events, fostering creativity and connection. With space for relaxation, entertainment, and social interaction, the Plaza will be a destination where families, friends, and visitors can come together to celebrate the heart and spirit of Carthage.

Why This Matters

The McCune-Brooks Healthcare Foundation is dedicated to promoting healthy living and improving community well-being through a variety of innovative initiatives. Incorporating a permanent home for the Carthage Farmers Market contributes to our goals in many ways.

1

Support Local Farmers & Businesses

A permanent pavilion provides a reliable, weather-protected space, helping local farmers and artisans thrive while strengthening our local economy.

2

Year-Round Community Space

Community spaces bring people together and provide opportunities for connection. Those connections promote well-being and enhance local culture.

3

Increased Access to Fresh Food

A dedicated market space means more opportunities for families to buy fresh, locally grown produce—improving health outcomes for our community.

4

Beautification & Civic Pride

A thoughtfully designed pavilion enhances our town, creating a welcoming and attractive destination for locals and visitors alike.





THE
GATHERING
PLACE



Invest in the Future of Carthage

We invite you to be a part of something truly transformative for our community—the construction of the Carthage Market Pavilion and Plaza, which provides a permanent home for the Carthage Farmers Market. This state-of-the-art facility will serve as a vibrant hub for local farmers, artisans, and small businesses while enhancing economic growth, community engagement, and healthy living for generations to come.

To make this vision a reality, we are seeking \$1,000,000 in funding to cover critical project needs, including:

- Site preparation to ensure a strong foundation
- Construction materials and labor for a high-quality, durable structure
- Infrastructure enhancements such as electrical, water, and accessibility features
- Necessary permits to bring the project to completion

A Legacy Worth Building

Your generous investment in this project will leave a lasting impact on Carthage. To honor our key supporters, appropriate naming opportunities are available and can be tailored to align with your philanthropic goals.

Additionally, our foundation, in collaboration with local stakeholders, is actively securing sponsorships, community fundraising contributions, and in-kind donations to supplement this effort. Together, we will bring this vision to life—creating a space that fosters commerce, connection, and community pride.

We invite you to join us in building this legacy. Your support will shape the future of Carthage—one that thrives on local enterprise, sustainability, and shared success. For more details on how to contribute or to discuss naming opportunities, please contact us at.

Thank you for your generosity and commitment to Carthage's future.



THE GATHERING PLACE

Are you ready to make an impact?



WWW.MBHFOUNDATION.COM



LORA@MBHFOUNDATION.COM



206 GRANT ST. CARTHAGE, MO



417-313-5048