



City of Carthage, Missouri

CITY COUNCIL

August 12, 2025 - 6:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Invocation**
- 3. Pledge of Allegiance to Flag**
- 4. Calling of the Roll**
- 5. Reading and Consideration of Minutes of Previous Meeting**
 1. Approval of July 22, 2025 Minutes
- 6. Presentations/Proclamations**
 1. Water Presentation - Chuck Bryant
- 7. Public Comments**

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

(During reports/remarks of councilmembers, members of the council may take this opportunity to report on meetings, make comments and/or express concerns regarding current issues impacting the city, or make announcements concerning topics of interest of the council.)
- 12. Administrative Reports**
- 13. Report of Claims Presented Against the City**
 1. Motion and a second to approve the Claims
- 14. Public Hearings**
- 15. Old Business**
 1. C.B. 25-48 -- An Ordinance authorizing the Mayor to enter into a contract with Tyler Technologies, Inc. to provide an annual subscription for financial software for the City of Carthage, Missouri.

2. C.B. 25-50 -- An Ordinance amending the Annual Operating and Capital Budget of the City of Carthage for Fiscal Year 2024-2025 for Specified Funds (General Fund, Use Tax Fund, Public Facilities Bond Fund, Fire Sales Tax Fund, Public Safety Fund, and Civic Enhancement Fund)

16. New Business

1. C.B. 25-51 -- An Ordinance amending the Annual Operating and Capital Budget of the City of Carthage for Fiscal Year 2025–2026 for specified funds (General Fund, Use Tax Fund, and Public Facilities Bond Fund) for carryover projects.
2. C.B. 25-52 -- An Ordinance levying general taxes upon real estate property located within the City of Carthage, Jasper County, Missouri for the year 2025, for General Revenue purposes and other purposes, and fixing the rates thereof.
3. C.B. 25-53 -- An Ordinance authorizing the City of Carthage, Missouri, to enter into a subagreement with the Southwest Missouri Joint Municipal Water Utility Commission regarding reallocated water storage space in Stockton Lake.
4. C.B. 25-54 -- An Ordinance amending Chapter 2, Chapter 18, and Chapter 21 of the Carthage City Code
5. C.B. 25-25 **55** -- An Ordinance to amend the Personnel Policy Manual of the City of Carthage, Missouri.
6. C.B. 25-56 -- An Ordinance authorizing the Mayor to execute a Memorandum of Understanding between the City of Carthage and Jasper County regarding the use and distribution of Opioid Settlement Funds for the Jasper County Jail Treatment Program
7. C.B. 25-57 -- An Ordinance to establish a procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials.
8. C.B. 25-58 -- An Ordinance amending Chapter 17, Article III, Section 17-37 – Members, of the Carthage City Code

17. Mayor's Appointments

1. Planning, Zoning, and Historic Preservation Commission
2. Carthage Tree Board
3. Civil War Museum Board

18. Resolutions

1. Resolution 2096 -- A Resolution of the City of Carthage, Missouri, authorizing the Mayor to accept a grant from the Steadley Trust in the amount of \$25,000.00, for rodeo arena improvements.
2. Resolution 2097 -- A Resolution authorizing a budget adjustment to the General Revenue Fund for Fiscal Year 2025-2026 for a line item adjustment to Capital Outlay in the Street Department for purchase of a used 6330 John Deere side-arm tractor (VIN 1L06330HPCH742927), using funds originally obligated for construction of a storage barn.
3. Resolution 2098 -- A Resolution declaring the intent of the City of Carthage, Missouri, to finance the costs of projects for the electric system.

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

Agenda posted Friday 8/8/25 at 5:13 pm. Typo corrected on agenda 8/12/25 at 9:22 am.

City of Carthage, Missouri

CITY COUNCIL

July 22, 2025 – 6:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

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

<https://www.youtube.com/watch?v=bLlzfv4c5Fc>

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, Jack Perkins, David Thorn, Alan Snow, Jana Schramm, and Ron Wells. City Attorney Jon Gold and City Administrator Traci Cox were both absent.

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

Mr. Peterson made a motion, seconded by Mr. Snow to approve the minutes of the June 24, 2025 Council meeting minutes. Motion carried. Mr. Peterson made a motion, seconded by Mr. Snow to approve the June 24, 2025 Closed session minutes. Motion carried.

During Presentations, Chief Hawkins introduced the newest graduate of the police academy Wyatt Hettinger, and City Clerk Miranda Deal administered the Oath of Office.

During Public Comments, Sally Stuart with Vision Carthage was present to give an update on the Soiree in the Park fundraiser, the plantings and clean ups that have been happening, the new landscaping at the Police Department, the plantings on the square, educational workshops, and the Restoration Carthage event on September 27. She also announced that another dumpster days event is scheduled for October 4 with a neighborhood cleanup day on October 11 to prepare the city for all the visitors in town for Maple Leaf. She also asked for any suggestions for the Hometown Holidays event. She thanked all the departments and volunteers that have helped out with all of the recent projects.

Regina Wells, 2026 S Maple, brought up concerns about the large drop off at the playground of Griggs park and asked that it be looked at before kids get hurt from falling off the edge of the playground surface.

Mr. Snow reported that the Budget Ways and Means Committee met July 22nd. They approved the taxi grant agreement that appears in Council Bill 25-49, they approved the budget adjustment in Resolution 2095 and the budget amendment in Council Bill 25-50. They also discussed and approved the changes to some of the boards and those will appear before Council in August. The next meeting is scheduled for August 11th at 5:30 pm.

Mr. Peterson reported that the Committee on Insurance, Audit and Claims met on this day and approved the claims. They discussed some changes to the Employee Records Policy and the Whistleblower policy, those changes will go back to committee before coming before the council. They also discussed the employee health fair and approved \$135 per employee for labwork. Mr. Peterson made a motion, seconded by Mr. Snow, to approve \$135 per employee for the employee health fair. Motion carried. The committee also approved Council Bill 25-48 to upgrade the City's financial software. Changes to the Master Patrol Officer job description were approved. The changes were minor and removed supervisory duties from the job description as that is now included in the Corporal descriptions. Mr. Peterson made a motion, seconded by Mr. Wells, to approve the new MPO job description. Motion carried. The next meeting will be August 12th at 5:30.

Mr. Snow reported that the Public Safety Committee met on July 21st. They approved Resolution 2094 which covers everything the City will help with during the Marian Days event. The committee also reviewed and approved an MOU with the County to give them our portion of an opioid settlement. That will come before council next month. They approved the changes to the MPO job description. They discussed road closures for the Ralleye in the park that is hosted by theBridge. Mr. Snow made a motion, seconded by Ms. Schramm, to close S Main St between Chestnut and 9th St, 9th St between Main and Lyon Street, and Chestnut between Main and Lyon Street from 12-3 pm in the event of rain that day, and to allow cars to back into parking spaces on the closed areas of Chestnut only on September 15. Motion carried. The next meeting will be August 18th at 5:30.

Ms. Schramm reported that the Public Services Committee scheduled for July 15th was cancelled. The next meeting will be on August 19th at 5:30. She did have some updates that she wanted to give. Melissa Little has updated the visitors guide and has been mailing them out to locations along Route 66 up to Illinois, she has also updated the Visit Carthage website, the July food truck Friday numbers were low due to the heat, some of the food trucks have asked to set up later during the August event. There will be another Tourism Board meeting next week, the mahjong classes are going great. They have added an afternoon session and she encouraged all to go. She got numbers from the YMCA on the Fourth of July free swim, there were 757 visitors that day. The swim meet on July 12 was a successful event with many participants and family members attending.

Mr. Peterson reported that the Public Works Committee meeting scheduled for July 1st was cancelled due to the lack of a quorum. The next meeting will be on August 5th at 5:30 pm.

Special Committee and Board Liaison reports were given by Mr. Perkins for the CWEP Board, Mr. Peterson for Planning, Zoning, and Historic Preservation, and Ms. Schramm for Vision Carthage

Mayor Flanigan reported that former Mayor Jim Woestman had passed away and his funeral was scheduled for Thursday. He also reported on Chamber events, the downtown YMCA location closing and that space being renovated to be part of the event center owned by the Andrews, the P&Z Design Guidelines, the Marian Days Friendship Dinner, and meeting with the Police and Fire Departments and the Fathers to go over the plans for Marian Days. He attended 2 recent CEDC meetings, ribbon cuttings, and toured HE Williams. He also reported that there is no update on the humane society contract at this time. He stated that the Public Works Director hiring committee met and is recommending Josiah Bayless for the position. He thanked everyone on the committee, the Police Chief hiring committee will be formed soon, he has been working on filling and updating all of the boards. He is looking for someone to serve in ward 2 to fill Lori Leece's position since she has resigned. He is also recommending Beth Kang to fill the ward 4 position.

During Remarks from Council Members, Mr. Peterson voiced his support for Mr. Bayless as the Public Works Director. Ms. Gilpin appreciates all of the Mayor's appointments. Mr. West echoed Mr. Peterson's support of Mr. Bayless. Mr. Perkins wanted to thank Tyler and Cody at the golf course for their work in saving the greens when the power went out over the weekend and there was an issue with the pump house. Mr. Thorn said it is great to see Mr. Bayless moving up. Mr. Snow made a motion, seconded by Ms. Schramm to amend the agenda to move the Ward 4 Council Member appointment up to be before New Business. Motion carried. He also thanked Sally and Vision Carthage for their work at the Police Department and he heard that the 4th of July was a great event through the whole day. He thought the finale was the best one in a few years. Ms. Schramm asked Julie Reams with the Chamber for some updates and reported that they are in full swing for Maple Leaf, the Marian Days tour is July 31st and encouraged members to attend the tour, she also thanked Vision Carthage for all of their work. She also wanted to mention that Beth Kang has 3 decades of experience in strategic planning, government affairs, nonprofit leadership, including executive roles in the water utilities sector and charitable organizations. Mr. Wells stated that Mr. Bayless was an excellent choice for the Public Works Director, he also said there will be some people smiling down from heaven about Beth Kang's appointment. He said he will also miss Mayor Woestman.

Police Chief Bill Hawkins reported that he has parking passes for Council Members for Marian days and he encouraged all to attend the tour.

Fire Chief Jason Martin reported that they have been working on the emergency action plan for Marian Days. He also stated that he is happy to take Council members on a tour if they can't make the Chamber tour. He thanked Morgan, Eli and Brian for their help with the updates to the plan. He also updated the council on their promotions at the fire department and said they are waiting for their pins to get delivered before posting the other promotions on Facebook.

Interim Public Works Director Josiah Bayless reported that the Street Department has been prepping for Marian Days and all the road closures. They will be working with the gas company to get everything sealed up before people start arriving in town. He also wanted to update everyone on the Hazel and Airport expansion, he stated that the project is behind schedule due to all of the rain that was received last month and then also some unexpected utility issues. He also said that the square sidewalks are getting closer to being complete.

The Committee on Claims filed a report in the amount of \$4,457,445.05, against the following funds: General Revenue \$716,795.14, Public Health \$7,682.65, Lodging \$17,851.25, Public Safety \$6,860.50, Parks/Stormwater \$82,263.21, Fire Protection \$54,446.03, Golf \$42,055.06, Capital Improvements \$14,496.93, Parks and Recreation \$27.61, Myers Park \$15,132.00, Use Tax \$37,784.92, Public Facilities \$149,731.94, Public Library \$45,000.00, Payroll \$767,317.81, and Carthage Water and Electric \$2,500,000.00. Mr. Peterson made a motion, seconded by Mr. Wells, to accept the report and allow the claims. Motion carried.

Under Old Business, C.B. 25-46 -- An Ordinance authorizing the Mayor to execute an Agreement between the Kiwanis Club of Carthage, Missouri and the City of Carthage, Missouri to grant to the Kiwanis Club of Carthage, Missouri utilization of an area in Municipal Park known as Kiwanis Kiddieland was placed on second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Ray West, Jack Perkins, David Thorn, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 25-43.

C.B. 25-47 -- An Ordinance of the City of Carthage, Missouri authorizing the Mayor to enter into an agreement with Scott's Landscape and Excavation for the Fairlawn Roundabout landscaping and irrigation, in the amount of \$25,170.00 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, Ray West, Jack Perkins, David Thorn, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 25-44.

Mr. Snow made a motion, seconded by Mr. Peterson, to approve the Mayor's Appointment of Elizabeth Kang as the Ward 4 Council Member until April 2026. Motion carried.

City Clerk Miranda Deal administered the Oath of Office to Beth Kang.

Under New Business, C.B. 25-48 -- An Ordinance authorizing the Mayor to enter into a contract with Tyler Technologies, Inc. to provide an annual subscription for financial software for the City of Carthage, Missouri was placed on first reading with no action taken.

C.B. 25-49 -- An Emergency Ordinance to authorize the Mayor to apply for federal financial assistance on behalf of the City of Carthage and to execute any contract(s) resulting from such application for any grants between the City of Carthage and the Missouri Highways and Transportation Commission providing for capital, operating, and/or marketing assistance, comprised of federal funds to be expended for Commission-approved transit projects was placed on first reading with no action taken.

Mr. Peterson made a motion, seconded by Mr. Snow, to forward Council Bill 25-49 to second reading due to its emergency status. Motion carried.

C.B. 25-49 -- An Emergency Ordinance to authorize the Mayor to apply for federal financial assistance on behalf of the City of Carthage and to execute any contract(s) resulting from such application for any grants between the City of Carthage and the Missouri Highways and Transportation Commission providing for capital, operating, and/or marketing assistance, comprised of federal funds to be expended for Commission-approved transit projects second reading followed by a roll call vote of 9 ayes and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Ray West, Jack Perkins, David Thorn, Beth Kang, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 25-45.

C.B. 25-50 -- An Ordinance amending the Annual Operating and Capital Budget of the City of Carthage for Fiscal Year 2024-2025 for Specified Funds (General Fund, Use Tax Fund, Public Facilities Bond Fund, Fire Sales Tax Fund, Public Safety Fund, and Civic Enhancement Fund) was placed on first reading with no action taken.

Under Mayor's Appointments, Mr. Peterson made a motion, seconded by Mr. Snow, to approve the Mayor's Appointment of Josiah Bayless as Public Works Director. Motion carried.

Mr. Wells made a motion, seconded by Mr. West, to approve the Mayor's appointments as presented. Motion carried.

Carthage Water & Electric Board

Brian Schmidt – June 2029

Ron Ross – June 2029

Planning, Zoning and Historic Preservation

Derek Peterson – Council Liaison – April 2026

Robyn Peterson – November 2026

Heather Collier – April 2027

Rick Stuart – March 2029

Carthage Tree Board
Zachary Kline – December 2026
Noah Smith – August 2027

McCune Brooks Regional Hospital Trust Board
Kelly Gier – May 2027
Dr. Katrina Wicklund – May 2028
Jimmy Grimes – November 2029

Enhanced Enterprise Zone Board
Jeff Meredith – May 2027
Jenny Brust – March 2028
Traci Cox – September 2029
Tom Flanigan – September 2029
Chuck Bryant – August 2030
Dr. Luke Boyer – August 2030
Alan Snow – October 2030

Zoning Board of Adjustments
Ron Peterson, Jr – August 2027
Jerry Poston – August 2029
Gail White – August 2027

Personnel Appeals Board
Greg Kester – November 2028
Kyle Catron – July 2029
Pat Goff – August 2029
Van Bennett – July 2029

Civil War Museum Board
Brian Crigger – December 2027
Dr. David Armstrong – December 2027

Police Fire and Pension Committee
Mike Zeiter – July 2026
Jody Roughton – July 2026
Jason Martin – July 2026
Jeff Pinnell - July 2026
Chad Dininger - July 2026
Tymon Bay - July 2026

Care Leave Committee
Heather Wolf – April 2027

Under Resolutions, Mr. Snow made a motion, seconded by Mr. Peterson, to approve Resolution 2094 -- A Resolution authorizing City support and permissions for several programs as part of the 46th Annual Marian Days Celebration in the City of Carthage, Missouri. Resolution 2094 was adopted after a roll call vote of 9 ayes and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Ray West, Jack Perkins, David Thorn, Beth Kang, Alan Snow, Jana Schramm, and Ron Wells.

Mr. Peterson made a motion, seconded by Mr. Snow, to approve Resolution 2095 -- A Resolution authorizing a supplemental budget adjustment to the Fire Sales Tax Fund for the Capital Outlay and Transfer to Other Funds line items, to the Use Tax Fund for Transfer to Others line items, and to the Public Facilities Bond Fund Transfer Revenue and Capital Projects line items for Fiscal Year 2024 – 2025. Resolution 2095 was adopted after a roll call vote of 9 ayes and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Ray West, Jack Perkins, David Thorn, Beth Kang, Alan Snow, Jana Schramm, and Ron Wells.

During closing comments, Mayor Flanigan announced that Ms. Deal had received her Missouri Registered City Clerk certification and congratulated her on the achievement. Mr. Perkins asked if there was something that could be done to limit the power of the fireworks that are shot off within town, Mayor Flanigan asked if the public safety committee could look into that. Mr. Thorn said he was contacted by three people expressing their support for Ms. Almandinger and said that the parks have never looked better. Ms. Kang said she is honored to accept the appointment and thanked Mr. Barlow for everything he did for Ward 4. She also hopes that everyone extends a warm welcome to all the visitors coming for Marian Days. Mr. Snow congratulated Mr. Bayless on his appointment and Ms. Deal on her achievement. He also welcomed Beth and encouraged everyone to visit Marian Days. Ms. Schramm congratulated Ms. Deal, and welcomed Mr. Bayless and Ms. Kang, she also encouraged everyone to visit Marian Days. Mr. Wells thanked Ms. Kang for serving and congratulated Mr. Bayless and Ms. Deal, he also looks forward to Marian Days. Mr. Peterson welcomed Ms. Kang and echoed Mr. Perkins thanks to Tyler and Cody at the golf course for saving the green after the pump house had some issues. He also mentioned that he participated in the high school football golf tournament the week before. Ms. Gilpin congratulated Ms. Kang on her appointment and she hopes for a resolution with the humane society soon. Mr. West echoed everyone's congratulations.

Mr. West made a motion, seconded by Mr. Snow, to adjourn the meeting. Motion carried and meeting adjourned at 7:53 pm.



City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

July 22, 2025 - 5:00 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

MEMBERS PRESENT: Alan Snow, Derek Peterson, Jana Schramm

OTHER COUNCIL MEMBERS: Kate Gilpin, Mayor Flanigan

STAFF PRESENT: City Clerk Miranda Deal

Chair Alan Snow called the meeting to order at 05:00 PM.

2. Old Business

1. Approval of June 24, 2025 Minutes

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

AYES: Alan Snow, Derek Peterson, Jana Schramm

3. Citizens Participation

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)

4. New Business

1. Consider and discuss taxi grant agreement

Ms. Deal explained that this is the yearly agreement that has to be approved and sent to MoDOT to apply for and accept the grant money to help fund the taxi operations.

ACTION: Motion to accept/approve item 4.1 and forward to Council
by Derek Peterson;

Motion passed with a 3:0

AYES: Alan Snow, Derek Peterson, Jana Schramm

2. Consider and discuss budget adjustment resolution for Fiscal Year 2024-2025

Ms. Deal explained that the resolution included some end of fiscal year transfers between the use tax and public facilities bond fund for the I-49 project that went over budget, and the recording of the lease purchase for the fire truck and the transfer of half of the fire sales tax to the general fund.

ACTION: Motion to accept/approve item 4.2 and forward to Council by Jana Schramm;
Motion passed with a 3:0

AYES: Alan Snow, Derek Peterson, Jana Schramm

3. Consider and discuss budget amendment for Fiscal Year 2024-2025
Ms. Deal explained that the amendment includes the supplemental adjustments that were included in the resolution that was just approved, an emergency purchase for the taxi air conditioning, and some previously approved budget adjustment resolutions that had not yet been included in a council bill amendment. She also stated that at the August meeting, there would be another amendment for carryover projects for the new fiscal year.

ACTION: Motion to accept/approve item 4.3 and forward to Council by Derek Peterson;
Motion passed with a 3:0

AYES: Alan Snow, Derek Peterson, Jana Schramm

4. Consider and discuss changes to the City Code for the Powers Museum Board, Police Personnel Administration Board, and Tree Board
Mr. Snow explained why these changes were at the budget committee and not any other committee. All of the committees are all newly elected Council Members and the Budget Committee has the most senior Council members. The Mayor wanted to make some changes related to the residency of board members and wanted to extend it to include living within 5 miles of the city limits to help open up the boards to more people. The Powers Museum Board is no longer needed so it is being removed, the Police Personnel Administration Board and the Tree Board have been adjusted to expand the living areas. Mr. Snow also mentioned that these would be on the August Council agendas.

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

AYES: Alan Snow, Derek Peterson, Jana Schramm

5. Consider and discuss changes to the Personnel Policy Manual to amend section 702 (05) - Personnel Board Established
Mr. Snow explained that this change is within the Personnel Manual and not the City Code, but it adjusts the Personnel Board to allow members to also live within 5 miles of the city limits. This will also go to Council in August.

ACTION: Motion to accept/approve item 4.5 and forward to Council by Derek Peterson;
Motion passed with a 3:0

AYES: Alan Snow, Derek Peterson, Jana Schramm

6. Staff Reports

5. Adjournment

ACTION: Motion to adjourn at 5:14 PM by Derek Peterson

Motion passed with a 3:0

AYES: Alan Snow, Derek Peterson, Jana Schramm



City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

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

MINUTES

1. Call to Order

MEMBERS PRESENT: Derek Peterson, Kate Gilpin, Ron Wells

OTHER COUNCIL MEMBERS: Mayor Flanigan, Jana Schramm

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

Chair Derek Peterson called the meeting to order at 05:30 PM.

2. Old Business

1. Approval of June 24, 2025 Minutes

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

AYES: Derek Peterson, Kate Gilpin, Ron Wells

2. Review & Approval of the Claims Report

ACTION: Motion to accept/approve claims from July 8 by Ron Wells;
Motion passed with a 3:0

AYES: Derek Peterson, Kate Gilpin, Ron Wells

ACTION: Motion to accept/approve claims from July 22 by Ron Wells;
Motion passed with a 3:0

AYES: Derek Peterson, Kate Gilpin, Ron Wells

3. Consider and discuss changes to the Employee Records Policy

Mr. Peterson explained his concerns on the employee records policy. He believes there should be another avenue to go about viewing a personnel file rather than just through the Mayor Pro Tem viewing and reporting back to Council. He would like to see something added that an individual council member can request the file by filling out a request form with an explanation as to why it is being requested and the Mayor being the one to approve or deny the request. If the request is approved, he would like that council member to be able to request a special closed meeting or request a closed session at the next regularly scheduled Council meeting where the entire council could view the

personnel file together in closed session. Mayor Flanigan mentioned that it currently takes 3 council members to call a special session, so maybe keeping the language consistent and 3 would have to request the closed session. Mr. Wells agrees with following a chain of command and wants to be able to view the file himself in closed session in the event that there is a Mayor Pro Tem that is not trusted by the full council.

These changes will be sent to the City Attorney for review and will come back to CIAC to review before sending to Council.

4. Consider and discuss changes to Section 608 - Whistleblower Protection Policy of the Personnel Policy Manual

Mr. Peterson explained that he would like to see the 03 section of this policy changed to include a council member being an avenue that an employee could take to report a complaint to. He also isn't sure on what the steps after a council member receives the complaint would be, whether they go to the Mayor or HR about it. That part still needs some work done to it.

These changes will also go to the City Attorney to get their input on the changes and will come back to the committee before being sent to Council.

3. **Citizens Participation**

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)

4. **New Business**

1. Consider and discuss employee health fair

Ms. Deal explained that in years past the committee and council have approved the use of \$135 per employee to have lab work of their choosing done at the employee health fair. She explained that the amount is enough for men and women to do the recommended testing for each plus the health assessment fee. If employees choose to not do the standard testings, they can choose from a list of other tests to have done. This helps encourage employees to check their health if they don't regularly see a doctor during the year to have lab work done.

ACTION: Motion to accept/approve \$135 per employee to use at the employee health fair by Kate Gilpin;

Motion passed with a 3:0

AYES: Derek Peterson, Kate Gilpin, Ron Wells

2. Consider and discuss agreement with Tyler Technologies for upgraded financial software

Ms. Deal explained that this upgrade was included in the administration capital budget for this fiscal year. The company is needing the Mayor to sign the agreement to upgrade in order for the City to be put onto the waiting list for upgrading. She explained that this is the current company that is used, the upgrade would change the system to be more modern and have my functionality.

ACTION: Motion to accept/approve item 4.2 and forward to council by Ron Wells;
Motion passed with a 3:0
AYES: Derek Peterson, Kate Gilpin, Ron Wells

3. Consider and discuss changes to the Master Patrol Officer (MPO) job description
Ms. Deal explained that this job description was approved at Public Safety the night before and from her understanding it just removed supervisory duties from the job description as those duties were moved to the corporal job description.

Captain Dininger was in the audience and also addressed the changes, he explained that the MPO position will be slowly phased out over time.

ACTION: Motion to accept/approve the changes to the mpo job description by Ron Wells;
Motion passed with a 3:0
AYES: Derek Peterson, Kate Gilpin, Ron Wells

4. Staff Reports

5. Adjournment

ACTION: Motion to adjourn at 6:17 PM by Ron Wells;
Motion passed with a 3:0
AYES: Derek Peterson, Kate Gilpin, Ron Wells

**–NOTICE OF MEETING–
PUBLIC WORKS COMMITTEE**

August 5, 2025

5:30 PM

CITY HALL

326 GRANT STREET

COUNCIL CHAMBERS

OLD BUSINESS

- **Consideration and approval of minutes from the previous meeting.**

CITIZENS PARTICIPATION

NEW BUSINESS

- **Discuss TAP Project HH & Chapel Rd. Sidewalk**
- **Discuss the possibility of funds originally approved for the construction of a storage barn for The Street Dept., to be reallocated to allow for the purchase of a used Tractor from Carthage Special Road Dist.**

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: 08/04/2025
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"



AUGUST 5, 2025, PUBLIC WORKS COMMITTEE MEETING MINUTES

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

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

Citizens Present: Bren Flanigan, Beth King, and Sally Stuart.

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

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

New Business:

1. Josiah discussed the HH & Chapel Rd. Sidewalk project. The City has accepted the bid from Elite to do this project, but we have received a letter from MoDot explaining that Elite is non-concurrence, so they are not an approved contractor. The same situation applies to the next company in line, which is ATS Contractors. The third company, Hessling, has been approved and agreed to lower their bid to match what ATS had submitted. After some discussion, The Committee decided to table this decision until more information is available. Ron Wells made a motion to table this decision and add to the September 2nd meeting, all ayes, motion carried.
2. Josiah explained the request for re-allocation of funds from a new shed for The Street Dept. for the purchase of a tractor from the Carthage Special Roads Dist. The current side arm tractor/mower is on its last leg, and this is a vital piece of equipment for mowing hilly areas to ensure the safety of employees. The cost of the tractor would be \$25,000.00, a quote Josiah got 2 years ago on a new tractor was \$143,000.00, so this would be major savings for The City. Ron Wells made a motion to forward this to The Budget Ways and Means Committee, all ayes, motion passed.

Other Business:

Staff Reports:

- Josiah reported that Sally Stuart is planning the next Dumpster Day for October 4th, to be held at the Fair Acres parking lot.
- Josiah explained that Hessling uncovered voids around the Square that were previously unknown. The discovery of one large void by the Tuxall Building, resulted in \$17,766.00 being billed to The City. The original design of the sidewalk at 301 Main St. was not properly done to meet ADA requirements and resulted in a \$6,795.00 charge. Even with these change orders it is still less than 10% of the total contract price and money was saved on the project with changes that were made to the bump outs.
- Josiah has been looking into ordering Grates to cover some of the open trenches at a cost of over \$12,400, the Street Dept. can do the installation to save money. Traci would like to have this done before Maple Leaf.
- Sprouls Construction is requesting an extension on the Airport Rd & Hazel St. project and Josiah is going to talk to Doug Sprouls about speeding up the process. The project has been delayed due to utilities that were not located on maps, and Spire is in the process of relocating the gas line.
- The E. Chestnut Box Culvert project has begun.

- We are currently looking to fill the position of Street Dept. Superintendent and the will be left open for a couple of weeks.
- One position of Maintenance Tech for the Street Dept. has been filled.
- FEMA has sent a letter regarding the flood plain map; some areas of town will be altered, which could affect flood insurance for some property owners. This is based on the 100-year flood.
- Traci reported that she is closing out the Financials for FYI 2025
- Derek requested that discussion of bridges be put on the September 2nd PWC Agenda.

David Thom made a motion to adjourn the meeting at 6:29 p.m. All Ayes, motion carried.



City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

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

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of July 22, 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 Tax Levy for 2025
 2. Consider and Discuss Budget Amendment for FY 2025-2026 For Carry-Over Projects
 3. Consider and Discuss a Resolution Accepting a Grant From the K.D.& M.L. Steadley Trust
 4. Consider and Discuss a Budget Adjustment Resolution for a Side-Arm Mower
 5. Consider and Discuss Council Bill for an Agreement for Water Storage with JMUC
 6. Consider and Discuss Resolution for Financing of Electric System Projects
 7. Consider and Discuss Changes to the Zoning Board of Adjustment Member Requirements
 8. 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



AGENDA

Planning, Zoning, and Historic Preservation Commission

Thursday, August 7, 2025 5:30 pm

City Hall Chambers

326 Grant St. / Carthage MO 64836

Call to Order

Minutes of Previous Meeting Thursday, July 3, 2025

Public Participation

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

Public Hearing

1. No items

Staff Report

New Business

1. Chair to review ongoing items and welcome new members
2. Discuss election of officers

Old Business

Next Meeting: Thursday, September 4, 2025

Adjourn

Commission Members

Voting Members:	Chairman	Joshua Anderson	1205 S Main	417-793-2196
	Vice Chairman	Jim Swatsenbarg	601 Howard	417-358-1690
	Member	Robyn Peterson	1131 Grand Ave	417-439-5694
	Member	Philip Brown	2533 Theo	417-793-8065
	Member	Rick Stuart	1118 Belle Aire	816-804-2933
	Member	Heather Collier	528 E Centennial	617-980-1467
	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
	Councilmember	Derek Peterson	1141 Sheila Ann Drive	417-674-0144

Staff:	Public Works Director	Josiah Bayless	Public Works Department	417-237-7010
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Meeting Minutes

August 07, 2025/ 5:30 PM / City Hall Council Chambers

Members Present: Josh Anderson (Chairman), Philip Brown, Matt Smith, Robyn Peterson, Heather Collier, & Rick Stuart

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

Absent: Jim Swatsenbarg

The meeting was called to order at 5:30 PM by Josh Anderson, Chairman

Approval of Previous Meeting Minutes:

- Motion by Mr. Brown to approve the previous meeting minutes, seconded by Mr. Smith - All present voted in favor, minutes were approved

Public Hearings:

- *n/a*

Staff Reports:

- *n/a*

New Business:

- *Chair to review ongoing items and welcome new members*
 - The Chair welcomed the new commission members and initiated a review of ongoing topics.
 - Mr. Anderson provided an overview of what a Certified Local Government (CLG) city is and its significance for the town.
 - Mr. Anderson gave a review of the current status of the new Historic Guidelines grant, including background information for new members.
 - Mr. Anderson discussed the ongoing efforts regarding the development of a new zoning ordinance aimed at supporting middle-market housing.
 - Ms. Tilley distributed a preliminary draft of the rewritten zoning ordinance, prepared by Mr. Swatsenbarg.
 - Members were asked to review the draft over the next month
 - The ordinance will be discussed further at the next meeting

- *Discussion of election officers*
 - A new Vice-Chair and Secretary needed to be selected.
 - Philip Brown volunteered to serve as Vice-Chair
 - Mr. Brown made a motion that he would serve as vice-chair, seconded by Mr. Smith - All present voted in favor, motion carried
 - Ms. Collier made a motion to table the selection of a Secretary until the next meeting, seconded by Ms. Peterson, all present voted in favor, the selection of a Secretary was tabled.

Old Business:

- *n/a*

Adjournment:

There being no further business, Ms. Collier made a motion to adjourn the meeting, seconded Mr. Smith - All present voted in favor, the meeting was adjourned at 5:50 PM.

The next meeting is scheduled for Thursday, September 4, 2025 at 5:30pm in the City Council Chambers



City of Carthage, Missouri

TREE BOARD

August 5, 2025 - 4:30 PM
Parks & Recreation Office
521 Robert Ellis Young Drive
Carthage, MO 64836

AGENDA

1. Old Business

1. Approval of previous minutes.

2. Citizens Participation

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

3. New Business

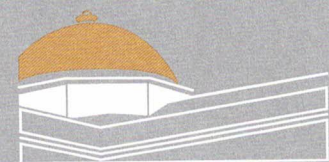
1. Consider and discuss new Tree Board members.
2. Consider and discuss Arbor Day 2026.

4. Staff Reports

5. Other Business

6. Adjournment

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



CARTHAGE PUBLIC LIBRARY

612 S. Garrison Avenue

Carthage, Missouri 64836

Ph 417.237.7040

Fx 417.237.7041

carthage.lib.mo.us

CARTHAGE PUBLIC LIBRARY BOARD OF TRUSTEES Tuesday, August 12th, 2025 5:15 p.m.

Steadley Family Legacy Center/Carthage Public Library
612 S. Garrison Ave.

AGENDA

Roll Call of Members

Minutes from the Last Meeting

Financial Reports

Director's Progress and Service Report

President's Message

Council Liaison's Report

Committee Reports

Building Committee

Budget Committee

Community Relations

By-Laws

Library Gardens

ADA Compliance

Communications

Compensation/Wages

New Business

Payment of Bills

Adjournment

McCune Brooks Regional Hospital Trust

Meeting With Board of Trustees

August 14th, 2025

12:00 PM

Schmidt Associates Conference Room

1105 Industrial Drive, Carthage, MO.

- | | | |
|-------|--|--------------|
| I. | Call to Order | Joe Ryder |
| II. | Election of FY 2025-2026 President/Vice President | Joe Ryder |
| III. | Approval of May 28, 2025 Meeting Minutes | Joe Ryder |
| IV. | UMB Contract | Joe Ryder |
| V. | History and overview of McCune Brooks Hospital Trust | Ron Petersen |
| VI. | Financial statement Report & Review | Stan Schmidt |
| VII. | Set next meeting date for October 23, 2025 | Joe Ryder |
| VIII. | Adjournment | Joe Ryder |

COUNCIL BILL NO. 25-48

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into a contract with Tyler Technologies, Inc. to provide an annual subscription for financial software for 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 Tyler Technologies, Inc., for financial software for the City of Carthage, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

David B. Flanigan, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Insurance Audit & Claims Committee



Sales Quotation For:

City of Carthage
326 Grant St
Carthage MO 64836-1632
Traci Cox
+1 (417) 237-7000 ext. 1001
t.cox@carthagemo.gov

Quoted BY Lori Dudley
Quote Expiration 6/17/25
Quote Name ERP Pro 10 Migration

Tyler Annual Software – SaaS	
Description	Annual
ERP Pro	
ERP Pro 10 Financial Management Suite	
Employee Access Pro	\$ 0
TOTAL:	
	\$ 0

Tyler Migration Services	
Description	Total
ERP Pro	
ERP Pro 10 Financial Management Suite	

Financial Management Services	\$ 19,920
Core Financials	
Human Resources Management (Includes Position Budgeting)	
Project Accounting	
Other Services	
Project Management	\$ 3,000

Total:	\$ 22,920
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Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 0
Total Tyler Services	\$ 22,920	
Summary Total	\$ 22,920	\$ 0
Contract Total	\$ 22,920	

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

SaaS is considered a term of one year unless otherwise indicated.

Core Financials

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.

- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:	_____	Date:	_____
Print Name:	_____	P.O.#:	_____

AN ORDINANCE AMENDING THE ANNUAL OPERATING AND CAPITAL BUDGET OF THE CITY OF CARTHAGE FOR FISCAL YEAR 2024 - 2025 FOR SPECIFIED FUNDS (GENERAL FUND, USE TAX FUND, PUBLIC FACILITIES BOND FUND, FIRE SALES TAX FUND, PUBLIC SAFETY FUND, AND CIVIC ENHANCEMENT FUND).

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

SECTION I: The City of Carthage's 2024 – 2025 Annual Operating and Capital Budget for the **General Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated Fund Balance, for:

- the **Taxi Department**, is hereby amended to reflect a supplemental appropriation of an amount not to exceed \$1,070.50 to the Vehicle Maintenance line item for an air conditioner repair; and

SECTION II: The City of Carthage's 2024 – 2025 Annual Operating and Capital Budget for the **Use Tax Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated fund balance, for:

- An amount not to exceed \$15,050 to the Parks Capital Outlay line item for curtains at Memorial Hall; and
- An amount not to exceed \$398,000 to the Transfer to Others line item for a transfer to the Public Facilities Bond Fund for the additional I-49 project expenses; and

SECTION III: The City of Carthage's 2024 – 2025 Annual Operating and Capital Budget for the **Public Facilities Bond Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated Fund Balance, for:

- To reflect a supplemental appropriation of \$398,000 to the Transfers from Others to the Capital Projects line item for project overage on the I-49 Roundabout; and

SECTION IV: The City of Carthage's 2024 – 2025 Annual Operating and Capital Budget for the **Fire Sales Tax Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated Fund Balance, for:

- An amount not to exceed \$750,000 to the Capital Outlay line item for the lease purchase of a fire truck; and
- An amount not to exceed \$412,177 to the Transfers to Others for a transfer to the General Fund; and

SECTION V: The City of Carthage's 2024 – 2025 Annual Operating and Capital Budget for the **Public Safety Fund**, is hereby amended to reflect supplemental appropriations for:

- To reflect a supplemental appropriation of up to \$23,991.55 for Grant Revenues from Law Enforcement Sales Tax (LEST) to the Police Department for General Tools & Supplies line item \$12,315 for ODET fee of \$4,000, FTO software fee of \$2,100, First Aid Kits fee of \$2,615 and First Two software fee of \$3,600, and to the Capital Outlay line item \$11,676.55 for Translators fee of \$1,920, iPad fee of \$2,493 and Radio Batteries fee of \$7,263.55; and

SECTION VI: The City of Carthage’s 2024 – 2025 Annual Operating and Capital Budget for the **Civic Enhancement Fund**, is hereby amended to reflect supplemental appropriations for:

- To reflect a supplemental appropriation of up to \$500 for a donation from the Boylan Foundation to the Parks Department for Supplies.

SECTION VII: 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

AN ORDINANCE AMENDING THE ANNUAL OPERATING AND CAPITAL BUDGET OF THE CITY OF CARTHAGE FOR FISCAL YEAR 2025 – 2026 FOR SPECIFIED FUNDS (GENERAL FUND, USE TAX FUND, AND PUBLIC FACILITIES BOND FUND) FOR CARRYOVER PROJECTS.

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

SECTION I: The City of Carthage's 2025 - 2026 Annual Operating and Capital Budget for the **General Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated Fund Balance, for:

- a.) the **Central Municipal Activities**, is hereby amended to reflect a supplemental appropriation of an amount not to exceed \$20,548 to the Economic Development line item for a billboard; and
- b.) the **Public Works Department**, is hereby amended to reflect a supplemental appropriation of an amount not to exceed \$87,771.14 to the Capital Outlay line item for a Traffic Signal on Garrison and HH; and
- c.) the **Capital Projects**, is hereby amended to reflect a supplemental appropriation of an amount not to exceed \$15,950 to the Capital Projects line item for Disc Golf Renovations; and

SECTION II: The City of Carthage's 2025 - 2026 Annual Operating and Capital Budget for the **Use Tax Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated fund balance, for:

- a.) an amount not to exceed \$41,075.00 to the Parks Capital Outlay line item for Memorial Hall Curtains \$16,075.00 and Kellogg Lake Fountain \$25,000.00; and

SECTION III: The City of Carthage's 2025 - 2026 Annual Operating and Capital Budget for the **Public Facilities Bond Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated fund balance, for:

- a) an amount not to exceed \$326,448.14 to the Capital Projects line item for the Downtown Streetscaping Project; and

SECTION V: 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

COUNCIL BILL NO. 25-52

ORDINANCE NO. _____

AN ORDINANCE LEVYING GENERAL TAXES UPON REAL PROPERTY LOCATED WITHIN THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI FOR THE YEAR 2025, FOR GENERAL REVENUE PURPOSES AND OTHER PURPOSES, AND FIXING THE RATES THEREOF.

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

SECTION I: That a tax be and the same is hereby levied for the year 2025, upon all real property which is subject to taxation for municipal purposes under the statutes of the State of Missouri, within the corporate limits of the City of Carthage, Jasper County, Missouri as follows:

First, for General Revenue purposes, 0.3072 cents per One Hundred Dollars assessed valuation.

Second, for the purpose of maintaining the Public Library for the City of Carthage, 0.1534 cents per One Hundred Dollars assessed valuation.

Third, for the purpose of maintaining Public Parks and Recreation within the City of Carthage, 0.1325 cents per One Hundred Dollars assessed valuation.

Fourth, for the purpose of maintaining the Public Health of the City of Carthage, 0.0698 cents per One Hundred Dollars assessed valuation.

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 the Budget Ways & Means Committee)

Jasper County Courthouse
302 S. Main * Room 102
Carthage, MO 64836
Office: 417-358-0416
Fax: 417-358-0415

Jasper County Clerk

Charlie Davis

Jasper County Courts Building
633 S. Pearl Ave. Room 198
Joplin, MO 64801
Office: 417-625-4307
Fax: 417-625-4308

NOTICE OF 2025 07/24/25
AGGREGATE ASSESSED VALUATION FOR POLITICAL SUBDIVISIONS OTHER THAN SCHOOLS

As required by SECTION 137.245.3, I, CHARLIE DAVIS
County Clerk of Jasper County, State of Missouri, do hereby
certify that the following is the aggregate assessed valuation of
CAR CITY a political subdivision in Jasper County, for the year 2025
as shown on the assessment lists, plus railroad and utility
valuations as reported by the State Tax Commission.

Real Estate Valuations:

Residential	108,229,660
Agricultural	499,980
Commercial	60,958,890

TOTAL\$ 169,688,530

Local RR/Utility Valuations:

Residential	0
Agricultural	0
Commercial	1,861,920

TOTAL\$ 1,861,920

TOTAL REAL\$ 171,550,450

Personal Property Valuations:

Personal Property	66,753,519
Local RR/Utility	4,050

TOTAL\$ 66,757,569

State Assessed Railroad & Utility Valuations:

Real Estate	1,021,926
Personal Property	231,254

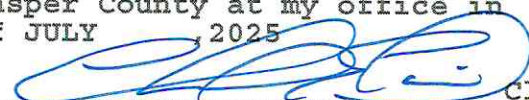
TOTAL\$ 1,253,180

TOTAL CURRENT VALUATIONS \$ 239,561,199

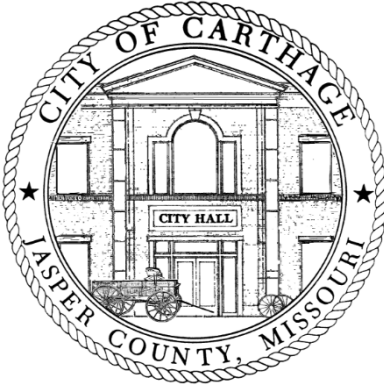
NEW CONSTRUCTION..... \$ 1,789,960

This information is transmitted to assist you in complying with Section 67.110, RSMo, which requires that notice be given and public hearings held before tax rates are set.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of
the County Commission of Jasper County at my office in
Carthage this 24th day of JULY, 2025

 Clerk





The City of Carthage

America's Maple Leaf City

326 Grant St., Carthage, MO 64836 (417) 237-7000 FAX (417) 237-7002

NOTICE OF PUBLIC HEARING

A Public Hearing will be held at 6:30 P.M., Tuesday, August 26, 2025 in the City Hall, Council Chambers, 326 Grant Street Carthage, Missouri at which time Citizens may be heard on the property tax rates proposed to be set by the City of Carthage.

<u>Assessed Valuations</u>	<u>Current Year 2025</u>	<u>Prior Year 2024</u>
Real Estate – Residential	108,229,660	94,924,100
Real Estate – Agriculture	499,980	497,080
Real Estate – Commercial	60,958,890	55,337,090
<u>Local/State Assessed RR/Utilities</u>	<u>Current Year 2025</u>	<u>Prior Year 2024</u>
Local Valuations	1,861,920	1,852,720
State Valuations	1,021,926	266,798
ASSESSED TOTALS	172,572,376	152,877,788

<u>Funds</u>	<u>Prior Year Levy</u>	<u>Proposed Levy</u>	<u>Property Tax 2025</u>
General Revenue Fund	0.3335	0.3072	\$530,142
Public Health Fund	0.0758	0.0698	\$120,455
Park & Recreation Fund	0.1439	0.1325	\$228,658
Library Fund	0.1665	0.1534	\$264,726
FUND TOTALS	0.7197	0.6629	\$1,143,981

*This rate is subject to change due to the receipt of subsequent information or upon notice from the State Auditor's Office. A copy of the City of Carthage Annual Budget for Fiscal Year 2025-2026 is available for public inspection at City Hall, 326 Grant Street Carthage, Missouri or on the City of Carthage website www.carthagemo.gov.

Traci Cox
City Administrator
City of Carthage

POSTED: 08/05/2025 Carthage City Hall, Carthage Public Library, Carthage Police Department, Carthage Fire Department, Carthage Website at www.carthagemo.gov Carthage Memorial Hall and Carthage Public Works Department

AN ORDINANCE AUTHORIZING THE CITY OF CARTHAGE, MISSOURI, TO ENTER INTO A SUBAGREEMENT WITH THE SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY COMMISSION REGARDING REALLOCATED WATER STORAGE SPACE IN STOCKTON LAKE.

WHEREAS, The Southwest Missouri Joint Municipal Water Utility Commission (“JMUC”) is a Joint Municipal Utility Commission formed under the Joint Municipal Utility Commission Act, Revised Statutes of Missouri Section 393.700 *et seq.*; and

WHEREAS, the City of Carthage, via Carthage Water & Electric Plant (“CWEP”), is a member of JMUC; and

WHEREAS, JMUC was created to develop water supply projects for Southwest Missouri to meet projected future needs for CWEP and other members; and

WHEREAS, to this end, JMUC has been working with the U.S. Army Corps of Engineers (“Corps”) for many years to secure a “storage contract” authorizing JMUC and/or its members to use storage in that project for water supply purposes; and

WHEREAS, JMUC has reason to believe that the Corps will enter into a storage contract for the reallocated water storage space in Stockton Lake in the near future (“Storage Contract”), in a form substantially similar to the draft included herein; and

WHEREAS, JMUC anticipates the Storage Contract will grant JMUC a permanent right to utilize 90,790 acre-feet of storage space in Stockton Lake to store water for municipal and industrial water supply, which is expected to provide a safe yield of approximately 38 million gallons per day (“mgd”); and

WHEREAS, JMUC further anticipates the Storage Contract will obligate JMUC to make annual “first cost” payments to the Corps of approximately \$2 million per year; occasional additional payments for “repair, rehabilitation, and maintenance costs,” which will be incurred as needed; and additional annual payments to cover “operations and maintenance costs” at Stockton Lake; and

WHEREAS, before executing any contract with the Corps, JMUC must have subagreements in place with participating members to pay these costs; and

WHEREAS, JMUC anticipates entering into “pass-through” subcontracts with its members, which will suballocate a portion of JMUC’s storage space to each member in exchange for an agreement to pay a proportional share of JMUC’s costs (the “Water Storage Subcontract”); and

WHEREAS, JMUC anticipates the pass-through subcontracts will be substantially similar to the template contract included herein (the “Template Subcontract”) (i.e. capped at 10% over the dollar amounts shown in Article 3, paragraphs (a)(1)(a)(1) and (2) but could be lower); and

WHEREAS, time is of the essence in formally executing subagreements once the pass-through contracts have been reviewed and approved by the Corps.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, AS FOLLOWS:

Section 1. Approval of Water Storage Subcontract. The Mayor of the City of Carthage is hereby authorized to enter into a Water Storage Subcontract with JMUC, in substantially the same form as the Template Subcontract submitted to and reviewed by the City Council of Carthage. The City Clerk is authorized to affix the City's seal thereto and attest said seal.

Section 2. Further Authority. The officers, agents and employees of the City are authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the Water Storage Subcontract.

Section 3. Effective Date. 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

A RESOLUTION OF THE CARTHAGE WATER AND ELECTRIC PLANT BOARD RECOMMENDING AND REQUESTING THAT THE CITY COUNCIL OF THE CITY OF CARTHAGE, MISSOURI, ENTER INTO A SUBAGREEMENT WITH THE SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY COMMISSION REGARDING REALLOCATED WATER STORAGE SPACE IN STOCKTON LAKE.

WHEREAS, The Southwest Missouri Joint Municipal Water Utility Commission ("JMUC") is a Joint Municipal Utility Commission formed under the Joint Municipal Utility Commission Act, Revised Statutes of Missouri Section 393.700 *et seq.*; and

WHEREAS, Carthage Water & Electric Plant ("CWEP"), is a member of JMUC; and

WHEREAS, JMUC was created to develop water supply projects for Southwest Missouri to meet projected future needs for CWEP and other members; and

WHEREAS, to this end, JMUC has been working with the U.S. Army Corps of Engineers ("Corps") for many years to secure a "storage contract" authorizing JMUC and/or its members to use storage in that project for water supply purposes; and

WHEREAS, JMUC has reason to believe that the Corps will enter into a storage contract for the reallocated water storage space in Stockton Lake in the near future ("Storage Contract"), in a form substantially similar to the draft included herein; and

WHEREAS, JMUC anticipates the Storage Contract will grant JMUC a permanent right to utilize 90,790 acre-feet of storage space in Stockton Lake to store water for municipal and industrial water supply, which is expected to provide a safe yield of approximately 38 million gallons per day ("mgd"); and

WHEREAS, JMUC further anticipates the Storage Contract will obligate JMUC to make annual "first cost" payments to the Corps of approximately \$2 million per year; occasional additional payments for "repair, rehabilitation, and maintenance costs," which will be incurred as needed; and additional annual payments to cover "operations and maintenance costs" at Stockton Lake; and

WHEREAS, before executing any contract with the Corps, JMUC must have subagreements in place with participating members to pay these costs; and

WHEREAS, JMUC anticipates entering into "pass-through" subcontracts with its members, which will suballocate a portion of JMUC's storage space to each member in exchange for an agreement to pay a proportional share of JMUC's costs (the "Water Storage Subcontract"); and

WHEREAS, JMUC anticipates the pass-through subcontracts will be substantially similar to the template contract included herein (the "Template Subcontract") (i.e. capped at 10% over the dollar amounts shown in Article 3, paragraphs (a)(1)(a)(1) and (2) but could be lower); and

WHEREAS, time is of the essence in formally executing subagreements once the pass-through contracts have been reviewed and approved by the Corps.

NOW, THEREFORE, BE IT RESOLVED BY THE CARTHAGE WATER AND ELECTRIC PLANT BOARD, AS FOLLOWS:

Section 1. Approval of Water Storage Subcontract. The Board hereby recommends and requests the Carthage City Council adopt an ordinance approving the Water Storage Subcontract with JMUC, in substantially the form as the Template Subcontract. The Board hereby covenants and agrees to perform any and all duties and obligations incurred by the City on behalf of Carthage Water and Electric Plant in and by the provisions of the Water Storage Subcontract.

Section 2. Further Authority. The Board President, Board Vice President, CWEP General Manager and other officers and representatives of CWEP are hereby authorized and directed to take such action as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of CWEP with respect to the Water Storage Subcontract.

Section 3. Effective Date. This resolution shall become effective upon its adoption by the Board.

Dated this 18 day of June, 2025.



President

ATTEST:


Secretary

WATER STORAGE AGREEMENT
BETWEEN THE DEPARTMENT OF THE ARMY
AND
SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY COMMISSION

FOR
REALLOCATED WATER STORAGE SPACE IN STOCKTON LAKE

THIS AGREEMENT, entered into this ____ day of _____, 2024, by and between THE DEPARTMENT OF THE ARMY (hereinafter called the "Government") represented by the District Engineer executing this agreement, and Southwest Missouri Joint Municipal Water Utility Commission (hereinafter called the "User");

WITNESSETH THAT:

WHEREAS, the Flood Control Act of 1954 (Public Law 780, 83rd Congress), authorized the construction, operation, and maintenance of Stockton Lake on the Sac River, Missouri, (hereinafter called the "Project"); and

WHEREAS, the User desires to enter into an agreement with the Government for the use of storage for municipal and industrial water supply added to the Project by reallocation, and for payment of the cost thereof in accordance with the provisions of the Water Supply Act of 1958, as amended (43 U.S.C. 390b-f); and

WHEREAS, the User as shown in Exhibit "A", attached to and made a part of this agreement, is empowered to enter into an agreement with the Government and is vested with all necessary powers of accomplishment of the purposes of this agreement.

NOW, THEREFORE, the Government and the User agree as follows:

ARTICLE 1 - Water Storage Space.

a. Project Modification. The Government, subject to the directions of Federal law and any limitations imposed thereby, shall modify the allocation of storage space in the Project so as to include therein space for the storage of water by the User.

b. Rights of User.

(1). The User shall have the right to utilize an undivided 13.07 percent (estimated to contain 90,790 acre-feet after adjustment for sediment deposits) of the usable conservation storage space in the Project (see column (5) of Exhibit B-1) between elevations 830.0 feet and 868.9 feet above National Geodetic Vertical Datum (NGVD), which is estimated to contain 694,715 acre-feet after adjustment for sediment deposits. The User's storage space is to be used to impound water for present demand or need for municipal and industrial water supply. This storage space is to be used in two in two stages:

a. Stage 1 Storage. Commencing on the Execution Date, User shall have the right to utilize 45,395 acre-feet of storage within the above-mentioned elevations.

b. Stage 2 Storage. Upon (i) User's notification to the Government that it is ready to utilize additional storage or (ii) fifteen years after the Execution Date, whichever is earlier, User shall have the right to utilize an additional 45,395 acre-feet of storage within the above-mentioned elevations.

(2). The User shall have the right to withdraw water from the lake, or to request releases to be made by the Government through the outlet works of the Project, subject to the provisions of Article 1c and to the extent the aforesaid storage space will provide; and shall have the right to construct all such works, plants, pipelines, and appurtenances as may be necessary and convenient for the purpose of diversion or withdrawals, subject to the approval of the District Engineer as to design and location. The grant of an easement for right-of-way, across, in and upon land of the Government at the Project shall be by a separate instrument in a form satisfactory to the Secretary of the Army, under the authority of and in accordance with the provisions of 10 U.S.C. 2668 and such other authorities as may be necessary. Subject to the conditions of such easement, the User shall have the right to use so much of the Project land as may reasonably be required in the exercise of the rights and privileges granted under this agreement.

c. Rights Reserved. The Government reserves the right to control and use all storage in the Project in accordance with authorized Project purposes. The Government further reserves the right to take such measures as may be necessary in the operation of the Project to preserve life and/or property, including the right not to make downstream releases during such periods of time as are deemed necessary, in its sole discretion, to inspect, maintain, or repair the Project.

d. Quality or Availability of Water. The User recognizes that this agreement provides storage space for raw water only. The Government makes no representations with respect to the quality or availability of water and assumes no responsibility therefor, or for the treatment of the water.

e. Sedimentation Surveys.

(1). Sedimentation surveys will be made by the District Engineer during the term of this agreement at intervals not to exceed fifteen (15) years unless the District Engineer determines that such surveys are unnecessary. When, in the opinion of the District Engineer, the findings of such survey indicate any Project purpose will be affected by unanticipated sedimentation distribution, there shall be an equitable redistribution of the sediment reserve storage space among the purposes served by the Project including municipal and industrial water supply, recognizing that the Project will continue to be regulated to reduce flooding downstream from the dam. Adjusted pool elevations will be rounded to the nearest one-half foot. Such findings and the storage space allocated to municipal and industrial water supply shall be defined and described as an exhibit, which will be made a part of this agreement, and the water control manual will be modified accordingly.

(2). The Government assumes no responsibility for deviations from estimated rates of sedimentation, or the distribution thereof. Such deviations may cause unequal distribution of sediment reserve storage greater than estimated, and/or encroachment on the total storage at the Project.

f. Dependable Yield Mitigation Storage. In addition to the 90,790 acre-feet of water supply storage space acquired by the User, the User will pay for an additional 2,320 acre-feet of dependable yield mitigation storage.

ARTICLE 2 - Regulation of and Right to Use of Water. The regulation of the use of water withdrawn or released from the aforesaid storage space shall be the sole responsibility of the User. The User has the full responsibility to acquire in accordance with State laws and regulations, and, if necessary, to establish or defend, any and all water rights needed for utilization of the storage provided under this agreement. The Government shall not be responsible for diversions by others, nor will it become a party to any controversies involving the use of the storage space by the User except as such controversies may affect the operations of the Project by the Government.

ARTICLE 3 - Operation and Maintenance. The Government shall operate and maintain the Project and the User shall pay to the Government a share of the costs of such operation and maintenance as provided in Article 5c. The User shall be responsible for operation and maintenance of all installations and facilities which it may construct for the diversion or withdrawal of water, and shall bear all costs of construction, operation and maintenance of such installations and facilities.

ARTICLE 4 - Measurement of Withdrawals and Releases. The User agrees to furnish and install, without cost to the Government, suitable meters or measuring devices satisfactory to the District Engineer for the measurement of water which is withdrawn from the Project by any means other than through the Project outlet works. The User shall furnish to the Government monthly statements of all such withdrawals. Prior to the construction of any facilities for withdrawal of water from the Project, the User will obtain the District Engineer's approval of the design, location and installation of the facilities including the meters or measuring devices. Such devices shall be available for inspection by Government representatives at all reasonable times. Releases from the water supply storage space through the Project outlet works shall be made in accordance with written schedules furnished by the User and approved by the District Engineer and shall be subject to Article 1c. The measure of all such releases shall be by means of a rating curve of the outlet works, or by such other suitable means as may be agreed upon prior to use of the water supply storage space.

ARTICLE 5 - Payments. In consideration of the right to utilize the aforesaid storage space in the Project for municipal and industrial water supply purposes, the User shall pay the following sums to the Government:

a. Cost of Storage.

(1). The User shall repay to the Government, at the times as hereinafter specified, the amounts stated below which, as shown in Exhibit B-II attached to and made a part of this agreement, constitute the entire actual amount of the cost of storage allocated to the water storage right acquired by the User under this agreement. The amount of the cost is based on updated cost of storage. The costs shown in Exhibit B are for 93,110 acre-feet of storage space. Of this space 90,790 acre-feet are for the User and 2,320 acre-feet are for dependable yield mitigation storage. The interest rate to be used for purposes of computing interest on the unpaid balance will be the yield rate adjusted at five-year intervals as determined by the Secretary of the Treasury on the basis set forth in Section 932 of the 1986 Water Resources Development Act. For this agreement, the starting interest rate shall be that rate in effect at the time the agreement is approved. For FY24, such rate is 4.125 percent. Should the agreement not be signed in FY24, the amounts due herein will be adjusted to reflect the application of the appropriate rate.

(2). The cost allocated to the storage space indicated in Article 1b(1)a as being provided for the initial staged use of 45,395 acre-feet and 1,160 acre-feet for dependable yield mitigation is currently estimated at \$22,582,000 on the basis of the costs presented in Exhibit B-III. These costs shall be repaid within the life of the Project in not to exceed 30 years from the date this agreement is executed by the

Secretary of the Army or his duly authorized representative. The payments shall be in equal consecutive annual installments, adjusted at 5-year intervals as shown in Exhibit "C-I". The first payment shall be due and payable within 30 days after the User is notified by the District Engineer that this agreement is executed. Annual installments thereafter will be due and payable on the anniversary date of the date of notification. Except for the first payment, which will be applied solely to the retirement of principal, all installments shall include accrued interest on the unpaid balance at the rate provided above. The last annual installment shall be adjusted upward or downward when due to assure repayment of all of the cost of storage allocated to the storage within 30 years from the above date.

(3). The cost allocated to the storage space indicated in Article 1(b)(1)b as being provided for the second staged use of 45,395 acre-feet and 1,160 acre-feet for dependable yield mitigation is currently estimated at \$22,582,000 on the basis of the costs presented in Exhibit B, subject to further appropriate cost indexing and interest rate adjustments in accordance with Article 5a(5). These costs shall be repaid within the life of the project in not to exceed 30 years from the date of the first annual payment for the initial stage 45,395 acre-feet of storage. The payments shall be in equal consecutive annual installments, adjusted at 5-year intervals. The first annual payment shall be due and payable within 30 days after the first use of the additional 45,395 acre-feet of storage or on the January 1st following the 15th anniversary of the execution of this agreement, whichever occurs first. Annual installments thereafter will be due and payable on the anniversary date of the first payment. Except for the first payment, which will be applied solely to the retirement of principal, all installments shall include accrued interest on the unpaid balance at the rate provided above. The last annual installment shall be adjusted upward or downward when due to assure repayment of all of the cost of storage allocated to the storage within 30 years from the due date of the first annual payment for the initial 45,395 acre-feet.

(4). An estimated schedule of annual payments for the initial 46,555 acre-feet reallocation water supply costs is attached as Exhibit "C" of this contract.

(5). Subsequent to approval of the Secretary of the Army, and prior to the first payment on the initial 46,555 acre-feet of storage space and the second increment of 46,555 acre-feet of storage space by the User, Exhibit "B-II" will be adjusted to reflect application of the Civil Works Construction Cost Index System and fiscal year interest rate.

b. Repair, Rehabilitation, and Replacement (RR&R) Costs. The User will be required to pay a share of the cost of joint-use RR&R of Project features. Payment of these costs shall be made either incrementally during construction or in lump sum (including interest during construction) upon completion of construction. Upon initiation of payment for the first 46,555 acre-foot increment of storage, as described in articles 5a and 6, the User shall pay 3.245 percent of RR&R costs. The User shall pay 6.49 percent of such costs upon initiation of payment for the second 46,555 acre-feet of storage as described in Article 5a.

c. Annual Operation and Maintenance (O&M) Expense.

(1). The User will be required to pay a share of the annual experienced joint-use O&M expense of the Project. Upon initiation of payment for the first 46,555 acre-foot increment of storage, as described in Articles 5a and 6, the User shall pay 3.245 percent of O&M costs. The User shall pay 6.49 percent of such costs upon initiation of payment for the second 46,555 acre-feet of storage as described in Article 5a.

(2). Payments for O&M expense are due and payable in advance on the date for payment of the

first cost of storage as set forth in Article 5a(2) and shall be based on O&M expense for the Project in the Government fiscal year most recently ended. The amount of each annual payment will be the actual experienced O&M expense (allocated joint use) for the preceding fiscal year or an estimate thereof when actual expense information is not available.

d. Prepayment. The User shall have the right at any time to prepay the indebtedness under this Article in whole or in part, with accrued interest thereon to the date of such prepayment.

e. Delinquent Payments. Any delinquent payment owed by the User shall be charged interest at the Current Value of Funds Rate as determined by the Secretary of the Treasury that is applicable on the date that the payment became delinquent, with such penalty charge and administrative fee as may be required by Federal law or regulation. This provision shall not be construed as giving the User a choice of either making payments when due or paying interest, nor shall it be construed as waiving any other rights of the Government, at law or in equity, which might result from any default by the User.

ARTICLE 6 - Duration of Agreement. This agreement shall become effective when signed by the Secretary of the Army or his duly authorized representative and shall continue in full force and effect for the life of the Project.

ARTICLE 7 - Permanent Rights to Storage. Upon completion of payments by the User, as provided in Article 5a herein, the User shall have a permanent right, under the provisions of the Act of 16 October 1963 (Public Law 88-140, 43 U.S.C. 390e), to the use of the water supply storage space in the Project as provided in Article 1, subject to the following:

a. The User shall continue payment of annual operation and maintenance costs allocated to water supply.

b. The User shall bear the costs allocated to water supply of any necessary reconstruction, rehabilitation, or replacement of Project features which may be required to continue satisfactory operation of the Project. The District Engineer will establish such costs and repayment arrangements shall be in writing in accordance with the terms and conditions set forth in Article 5b for reconstruction, rehabilitation, and replacement costs, and be made a part of this agreement.

c. Upon completion of payments by the User as provided in Article 5a, the District Engineer shall redetermine the storage space for municipal and industrial water supply in accordance with the provisions of Article 1e. Such redetermination of reservoir storage capacity may be further adjusted from time to time as the result of sedimentation resurveys to reflect actual rates of sedimentation and the exhibit revised to show the revised storage space allocated to municipal and industrial water supply.

d. The permanent rights of the User under this agreement shall be continued so long as the Government continues to operate the Project. In the event the Government no longer operates the Project, such rights may be continued subject to the execution of a separate agreement or additional supplemental agreement providing for:

(1). Continued operation by the User of such part of the facility as is necessary for utilization of the water supply storage space allocated to it;

(2). Terms which will protect the public interest; and,

(3). Effective absolvment of the Government by the User from all liability in connection with such continued operation.

ARTICLE 8 - Release of Claims. The User shall hold and save the Government, including its officers, agents and employees harmless from liability of any nature or kind for or on account of any claim for damages which may be filed or asserted as a result of the storage in the Project, or withdrawal or release of water from the Project, made or ordered by the User or as a result of the construction, operation, or maintenance of the water supply facilities and appurtenances thereto owned and operated by the User except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE 9 - Transfers and Assignments.

a. The User shall not transfer or assign this agreement nor any rights acquired thereunder, nor suballot said water supply storage space or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this agreement, without the approval of the Secretary of the Army, or his duly authorized representative provided that, unless contrary to the public interest, this restriction shall not be construed to apply to any water that may be obtained from the water supply storage space by the User and furnished to any third party or parties, nor any method of allocation thereof.

b. Regarding approval of assignments, references to restriction of assignments shall not apply to any transfer or assignment to the United States Department of Agriculture, Rural Economic Community Development (RECD), formerly Farmers Home Administration, or its successor agency, or nominee, given in connection with the pledging of this water storage agreement as security for any loans or arising out of the foreclosure or liquidation of said loans. The User will notify the Corps in writing 15 days prior to applying for a RECD loan. A copy of the final loan instrument will be furnished to the Corps for their record.

ARTICLE 10 - Officials Not to Benefit. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

ARTICLE 11 - Covenant Against Contingent Fees. The User warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the User for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this agreement without liability or in its discretion to add to the price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 12 - Environmental Quality. During any construction, operation, and maintenance by User of any facilities, specific actions will be taken to control environmental pollution which could result from such activity and to comply with applicable Federal, State, and local laws and regulations concerning environmental pollution. Particular attention should be given to:

a. Reduction of air pollution by control of burning, minimization of dust, containment of chemical vapors, and control of engine exhaust gases, and of smoke from temporary heaters;

- b. Reduction of water pollution by control of sanitary facilities, storage of fuels and other contaminants, and control of turbidity and siltation from erosion;
- c. Minimization of noise levels;
- d. On-site and off-site disposal of waste and spoil; and,
- e. Prevention of landscape defacement and damage.

ARTICLE 13 - Federal and State Laws.

a. Compliance. In acting under its rights and obligations hereunder, the User agrees to comply with all applicable Federal and State laws and regulations, including but not limited to: 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a et seq.), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 et seq.), the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)), and the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655).

b. Civil Rights Act. The User furnishes, as part of this agreement, an assurance (Exhibit D) that it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 241, 42 U.S.C. 2000d, et seq.) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 195 of Title 32, Code of Federal Regulations.

c. Regulatory Program. Any discharges of water or pollutants into a navigable stream or tributary thereof resulting from the User's facilities and operations undertaken under this agreement shall be performed only in accordance with applicable Federal, State, and local laws and regulations.

d. Lobbying Activities. The User furnishes, as part of this agreement, a certification (Exhibit E and if applicable, Standard Form-LLL "Disclosure of Lobbying Activities") that it will comply with Title 31 U.S.C. Section 1352 of the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions (Public Law 101-121, October 23, 1989) and Federal Acquisition Regulation 52.203-12 issued pursuant thereto.

ARTICLE 14 - Definitions.

a. First cost of storage. This is the cost assigned to the Users right to the storage space in the project. In this Agreement, the first cost of storage was developed by the updated cost of storage method and is summarized in Exhibit B-II.

b. Interest Payments.

(1). Interest on the unpaid balance. When the Project cost is amortized, this is the interest on the unpaid balance (see Exhibit C). When payments are made in "lump sum," there is no amortization schedule and therefore, no "interest on the unpaid balance."

c. Specific costs. The costs of Project features normally serving only one particular Project purpose.

- d. Joint-use costs. The costs of features used for any two or more Project purposes.
- e. Annual operation and maintenance (O&M) expense. Annual expenses funded under the O&M, General account. These expenses include the day-to-day costs to operate and maintain the Project as well as O&M costs which are not capitalized.
- f. Repair, rehabilitation and replacement (RR&R) costs. Costs funded in part under the Operation and Maintenance, General, or Construction, General accounts but not associated with first cost of storage. Such expenditures are for costly, infrequent work and are intended to ensure continued satisfactory operation of the Project. For the purposes of this agreement the term “reconstruction” used in Article 8 “Permanent Rights to Storage” shall be included in this definition of repair, rehabilitation and replacement; repayment of those costs shall be the same as described in Article 5b.
- g. Fiscal Year. Refers to the Government's fiscal year. This year begins on 1 October and ends on 30 September.
- h. Life of the Project. This is the physical life of the Project.
- i. District Engineer. Refers to the District Engineer of the Kansas City District of the United States Army Corps of Engineers, or his/her successor or designee.
- j. Dependable Yield Mitigation Storage. The use of the reallocated space for water supply storage diminishes the dependable yield of water to prior water supply users. To compensate for that loss, additional conservation storage, above and beyond the storage required by the new user, is provided and made available to the prior users. The new user pays for this space. The reallocated storage mitigation space becomes part of the total storage space jointly shared by all the water supply users.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

THE DEPARTMENT OF THE ARMY

SOUTHWEST MISSOURI JOINT MUNICIPAL
WATER UTILITY COMMISSION

Travis J. Rayfield
Colonel, U.S. Army
District Commander

Roddy Rogers
Executive Director

DATE: _____

DATE: _____

EXHIBIT A: CERTIFICATION

I, Lewis Jones, Attorney for Southwest Missouri Joint Municipal Water Utility Commission, have reviewed the foregoing agreement executed by the Executive Director, and as principal legal officer of/for Southwest Missouri Joint Municipal Water Utility Commission certify that the Executive Director is legally and financially capable of entering into the contractual obligations contained in the foregoing agreement and that, upon acceptance by the Department of the Army, it will be legally enforceable.

Given under my hand, this _____ day of _____ 20____.

Attorney for Southwest Missouri Joint

Municipal Water Utility Commission

EXHIBIT B: COST COMPUTATIONS

I - LAKE STORAGE

Feature (1)	Elevation (feet, NGCD) (2)		Usable Storage (acre-feet) <u>1/</u> (3)	Percent of	
				Usable Storage <u>2/</u> (4)	Conservation Storage <u>3/</u> (5)
Flood Control	868.9	893.9	740,674	51.60%	
Conservation	830.0	868.9	694,715	48.40%	100%
Water Supply			143,110	9.97%	20.60%
User			90,790	6.33%	13.07%
DYMS to support City Utilities			2,320	0.16%	0.33%
Other Water Supply Users (City Utilities)			50,000	3.48%	7.20%
Other Conservation Purposes Hydropower	830.0	868.9	551,605	38.43%	79.40%
Total Usable Storage			740,674	51.60%	

Notes:

1/ Storage remaining after 100 years of sedimentation from the date the project is operational and does not include dead storage and/or storage set aside for hydropower head.

2/ Used to compute the Users cost (see Exhibits B-II and B-III).

3/ This percent is used to compute the Users storage space (see Article 1b(1)).

II COST TO BE REPAID BY THE USER FOR THE REALLOCATED STORAGE SPACE

ER 1105-2-100 outlines that the nonfederal sponsor will pay for the cost of water supply storage. The cost of storage is established by calculating the highest of the benefits or revenue foregone, the replacement cost, or the updated cost of storage in the federal project. The nonfederal entity shall also be responsible for an appropriate share of the annual costs that include specific and joint-use OMRR&R costs. For the Stockton Lake Reallocation, the cost of storage is based on the updated FY2024 joint-use construction cost of \$696,244,800.00. The user's cost of storage is determined by their proportion of usable storage. Usable storage is considered the storage volumes in both the multipurpose pool and the flood control pool, which are 740,674 and 694,715 AF, respectively. Annual OMRR&R costs are included. The OMRR&R costs represent the water supply user's portion of the annual joint-use O&M or repair, rehabilitation, and replacement (RR&R) expenditures. Southwest Missouri Regional Water is responsible for 6.49% of the joint-use construction costs or \$45,164,000. In addition, the user would be responsible for 6.49% of the annual O&M and RR&R costs. The O&M costs were based on actual FY2023 joint-use expenditures of \$2,145,000, of which Southwest Missouri Regional Water would be responsible for \$140,000. Based on current information, there have not been significant RR&R costs incurred previously and none are projected for the near future. Table II describes the costs.

EXHIBIT B: (Continued)

II – COST OF STORAGE

Parameter		
Total storage required (acre-feet)	93,110	
Water supply yield (mgd)	39	
FY24 Water Supply Interest rate	4.125%	
Repayment period	30	
Flood control storage	740,674	
Multipurpose storage (830 feet to 868.9 feet NGVD 29)	694,715	
Inactive storage (Below 830 feet NGVD 29)	221,267	
Usable Storage	1,435,389	
Storage required as percent of useable storage		6.49%
	Total costs	Costs as a Percent of Usable Storage (6.49%)
Joint use project cost	\$696,244,800	\$45,164,000
Annualized user payment		\$2,546,577
Estimated Annual O&M (based on actual FY23 expenditures)	\$2,145,000	\$140,000
Estimated RR&R (based on actual FY23 expenditures)	\$0	\$0
Total annual repayment		\$2,686,577
*Estimate based on FY24 costs and FY24 Wtr Supply Interest Rate		

1. Update As-built Joint-Use Construction Cost to October 2023 price level
2. Joint-Use construction and O&M cost percentage applicable to this contract: $93,110 / 1,435,389 = 0.064867433$ or 6.49 percent (3.245 for each 46,555 acre-feet of storage).
3. Joint-use construction costs allocated to water supply storage under this contract are: $\$696,244,800 \times 0.064867433 = \$45,164,000$. Initially, \$22,582,000 will be paid for the use of 46,555 acre-feet ($0.032434 \times \$696,244,800$). The cost of the remaining 46,555 acre-feet will be 0.032434 percent of the joint-use construction costs updated to the fiscal year in which the remaining 46,555 acre-feet is called into use or to 15 years from the execution date of this agreement, whichever occurs first.

EXHIBIT B: (Continued)

III - TOTAL ANNUAL COST TO USER
FOR THE REALLOCATED WATER SUPPLY STORAGE

Item	Type of Use	Computation	Cost
Interest and amortization	Total cost of storage space acquired by the User as determined in Exhibit B-II.	\$22,582,000 x 0.05638511 factor based on 30 payments, of which 29 payments are at interest rate of 4.125%.	\$1,273,288.56
Operation and maintenance <u>1/</u>	Joint-use actual for FY23	3.245% <u>2/</u> x \$2,145,000	\$69,605
Repair, rehabilitation and replacement <u>3/</u>	RR&R actual for FY23	3.245% <u>2/</u> x \$0.00	\$0.00

Notes:

1/ Payment due and payable on the date specified in Article 5(a)(2).

2/ Percent of Users share of the Usable storage space in the project (column (4) of exhibit B-I).

3/ Repair, rehabilitation and replacement costs are payable only when incurred as specified in Article 5(b).

EXHIBIT C-I: AMORTIZATION SCHEDULE PRESENT DEMAND

TOTAL COST: \$22,582,000 _____
 NUMBER OF PAYMENTS: 30
 INTEREST RATE, PERCENT 2/ 4.125%

Annual Payment Number	Amount of Payment (\$)	Interest (\$)	Allocated Cost (\$)	Balance of Allocated Cost (\$)
1	\$1,273,288.56	\$-	\$1,273,288.56	\$21,308,711.44
2	\$1,273,288.56	\$878,984.35	\$394,304.22	\$20,914,407.22
3	\$1,273,288.56	\$862,719.30	\$410,569.26	\$20,503,837.96
4	\$1,273,288.56	\$845,783.32	\$427,505.25	\$20,076,332.71
5	\$1,273,288.56	\$828,148.72	\$445,139.84	\$19,631,192.87
6	\$1,273,288.56	\$809,786.71	\$463,501.86	\$19,167,691.02
7	\$1,273,288.56	\$790,667.25	\$482,621.31	\$18,685,069.71
8	\$1,273,288.56	\$770,759.13	\$502,529.44	\$18,182,540.28
9	\$1,273,288.56	\$750,029.79	\$523,258.78	\$17,659,281.50
10	\$1,273,288.56	\$728,445.36	\$544,843.20	\$17,114,438.30
11	\$1,273,288.56	\$705,970.58	\$567,317.98	\$16,547,120.32
12	\$1,273,288.56	\$682,568.71	\$590,719.85	\$15,956,400.47
13	\$1,273,288.56	\$658,201.52	\$615,087.04	\$15,341,313.43
14	\$1,273,288.56	\$632,829.18	\$640,459.38	\$14,700,854.04
15	\$1,273,288.56	\$606,410.23	\$666,878.33	\$14,033,975.71
16	\$1,273,288.56	\$578,901.50	\$694,387.06	\$13,339,588.65
17	\$1,273,288.56	\$550,258.03	\$723,030.53	\$12,616,558.12
18	\$1,273,288.56	\$520,433.02	\$752,855.54	\$11,863,702.58
19	\$1,273,288.56	\$489,377.73	\$783,910.83	\$11,079,791.74
20	\$1,273,288.56	\$457,041.41	\$816,247.15	\$10,263,544.59
21	\$1,273,288.56	\$423,371.21	\$849,917.35	\$9,413,627.24
22	\$1,273,288.56	\$388,312.12	\$884,976.44	\$8,528,650.81
23	\$1,273,288.56	\$351,806.85	\$921,481.72	\$7,607,169.09
24	\$1,273,288.56	\$313,795.72	\$959,492.84	\$6,647,676.25
25	\$1,273,288.56	\$274,216.65	\$999,071.92	\$5,648,604.34
26	\$1,273,288.56	\$233,004.93	\$1,040,283.63	\$4,608,320.70
27	\$1,273,288.56	\$190,093.23	\$1,083,195.33	\$3,525,125.37
28	\$1,273,288.56	\$145,411.42	\$1,127,877.14	\$2,397,248.23
29	\$1,273,288.56	\$98,886.49	\$1,174,402.07	\$1,222,846.16
30	\$1,273,288.56 <u>3</u> /	\$50,442.40	\$1,222,846.16	\$0.00

Notes:

1/ An amortization schedule is applicable to those projects which will be repaid over time in lieu of during construction.

2/ In accordance with Section 932 of the Water Resources Development Act of 1986, this interest rate will be adjusted at five year intervals throughout the repayment period. The rate is the yield rate as determined by the Secretary of the Treasury plus 1/8 %.

3/ The last payment will be adjusted upward or downward to assure all costs are repaid within 30 years of approval of the agreement.

EXHIBIT D: ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF DEFENSE DIRECTIVE UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE AGE DISCRIMINATION ACT OF 1975; AND THE REHABILITATION ACT OF 1973, AS AMENDED

The party executing this assurance, being the applicant recipient of Federal financial assistance under the instrument to which this assurance is attached; HEREBY AGREES THAT, as a part of its obligations under the aforesaid instrument, it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 195), issued as Department of Defense Directive 5500.11, pursuant to that title; The Age Discrimination Act of 1975 (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), to the end that in accordance with the aforementioned Title, Directive and Acts, no person in the United States shall on the ground of race, color, age, sex, religion, handicap or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives Federal financial assistance from the Department of the Army and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any personal property or real property, or interest therein, or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant-recipient by the Department of the Army, or if such assistance is in the form of personal property or real property, or interest therein or structure thereon, then this assurance shall obligate the applicant-recipient or in the case of any transfer of such property, any transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for the period during which it retains ownership or possession of the property whichever is longer. In all other cases, this assurance shall obligate the applicant-recipient for the period during which the Federal financial assistance is extended to it by the Department of the Army. The Department of the Army representatives will be allowed to visit the recipient's facilities. They will inspect the facilities to ensure that there are no barriers to impede the handicap's accessibility in either programs or activities.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the applicant-recipient by the Department of the Army, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The applicant-recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant-recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the applicant.

Date ____

(Applicant-Recipient)

By _____

Title _____

(Applicant-Recipient's Mailing Address)

EXHIBIT E: CERTIFICATION REGARDING LOBBYING

STOCKTON LAKE WATER SUPPLY STORAGE REALLOCATION SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY COMMISSION

1. The undersigned certifies, to the best of their knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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.

b. 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 the water supply agreement for the SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY COMMISSION, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. This form is available at <http://contacts.gsa.gov/webforms.nsf>.

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

2. 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.C. 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.

SOUTHWEST MISSOURI JOINT MUNICIPAL WATER
UTILITY COMMISSION

BY _____

Preliminary Pass-Through Contract
Based on May 5, 2025 Template
To be amended prior to execution

WATER STORAGE AGREEMENT
BETWEEN THE SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY COMMISSION
AND
THE CITY OF CARTHAGE, MISSOURI
FOR
THE USE OF WATER STORAGE SPACE IN STOCKTON LAKE

THIS AGREEMENT, entered into this ____ day of _____, 2025, by and between Southwest Missouri Joint Municipal Water Utility Commission (“JMUC”) and the City of Carthage, Missouri (“User”).

WITNESSETH THAT:

WHEREAS, JMUC is a Joint Municipal Utility Commission formed under the Joint Municipal Utility Commission Act, Revised Statutes of Missouri Section 393.700 *et seq.*;

WHEREAS, JMUC was created to develop water supply projects for Southwest Missouri to meet projected future needs;

WHEREAS, Stockton Lake (the “Project”) is a multipurpose reservoir owned and operated by the United States Army Corps of Engineers (the “Corps”);

WHEREAS, the Thomas R. Carper Water Resources Development Act of 2024, Pub. L. 118-272 (Jan. 4, 2025) authorized the United States Army Corps of Engineers to enter into a contract with JMUC to utilize 90,790 acre-feet of storage space in Stockton Lake to store water for municipal and industrial water supply;

WHEREAS, Public Law 118-272 provides for the contract to be bifurcated, with at least half of the 90,790 acre-feet to be taken and paid for in 2025 at the Updated Cost of Storage as of Fiscal Year 2010 [approximately \$300 per acre-foot], and any remainder to be available ten years after the contract date at the “Update Cost of Storage” during the fiscal year in which the contract is executed approximately [\$493] per acre-foot;

WHEREAS, by memorandum dated January 17, 2025, the Assistant Secretary of the Army (Civil Works) approved the reallocation of storage in Stockton Lake to meet JMUC’s water supply needs and bifurcated contract;

WHEREAS, on [__ DATE __], 2025 (the “Federal Contract Date”), JMUC entered into a contract with the United States (the “Federal Storage Contract”), a copy of which is attached as Exhibit A to this agreement;

WHEREAS, the Federal Storage Contract authorizes JMUC to utilize 90,790 acre-feet of storage space in the Project to store water for municipal and industrial water supply purposes;

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Based on May 5, 2025 Template
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WHEREAS, the Federal Storage Contract obligates JMUC to pay the following to the Corps:

- (1) “First costs,” as required by Article 5.a;
- (2) “Repair, rehabilitation, and replacement costs” as required by Article 5.b;
- (3) “Operations and maintenance,” as required by Article 5.c; and
- (4) Any liabilities incurred under the “release of claims” in Article 8;

WHEREAS, User wishes to utilize a portion of the storage space contracted to JMUC under the terms set forth in this agreement; and

WHEREAS, a separate agreement (the “Delivery Agreement”) will be entered into between JMUC and User to document the terms under which water stored in Stockton Lake will be delivered to User;

NOW, THEREFORE, JMUC and User agree as follows:

ARTICLE 1. User’s Storage Space

- a. User’s Storage Space shall be 7,168 acre-feet.

ARTICLE 2. Water Storage Rights

a. User shall have the right to utilize water from the Project to the extent water is available in User’s Storage Space. The storage accounting system described in Exhibit B will be utilized to determine how much water is available in User’s Storage Space.

b. This contract is for storage space only. It does not include delivery of water from the Project to User, which will be addressed in a separate Delivery Agreement.

ARTICLE 3. Payments

a. In consideration for the water storage rights described in Articles 1 and 2, User shall pay to JMUC the following charges:

(1) *Unit Charge*. User shall pay the Unit Charge for each acre-foot in User’s Storage Space, which will be the sum of the charges defined in paragraphs (a) through (d) below:

a) *First Costs*. The Unit Charge will include the amount necessary to amortize the “First Cost” for User’s storage under the Federal Contract. Pub. L. 118-272 provides two options for this element of the Unit Charge, as described in subparagraphs (1) and (2) below. User has selected Option A.

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(1) *Option A.* Under Option A, the first cost is \$300 per year per acre-foot, which will be amortized over a thirty-year period at a variable interest specified in the Federal Contract. The first payment will be due 30 days after the Federal Contract Date.

(2) *Option B.* Under Option B, the first cost is [\$493] per acre-foot, which will be amortized over a thirty-year period at a variable interest specified in the Federal Contract. The first payment will be due on the tenth anniversary of the Federal Contract Date.

The First Cost may be prepaid at any time without penalty under either option.

b) *RR&R.* In the event repair, rehabilitation, or replacement costs are charged to JMUC under Article 5.b of the Federal Contract, the unit charge will be increased as necessary to cover this obligation.

c) *Administration fee.* The Unit Charge will include an additional fee equal to 25% of the First Cost specified in paragraph (a) above (whether Option A or B is selected) to cover operations and maintenance and other contingencies. This charge may be reduced in JMUC's sole discretion after a sufficient reserve has been established.

d) *Special assessments.* If the Unit Charge proves insufficient to cover JMUC's obligations under the Federal Contract, a special assessment may be added to the Unit Charge as necessary to cover those costs.

(2) *Carrying Cost for Uncontracted Storage Space.* Charges associated with Uncontracted Storage Space will be borne by users with contracts. User will pay a percentage of the Unit Charge for each acre-foot of Uncontracted Storage Space determined by dividing User's Storage Space by the total number of acre-feet of Contracted Storage Space. Any payments by User pursuant to this subparagraph will be credited to User's Investment Account as described in Article 5.

(3) *Step-up Payment for Uncovered Obligations.* If any user fails to remit payment to JMUC as required by subparagraphs (1) and (2) above, the resulting Uncovered Obligation will be paid by JMUC from its reserve to the extent funds are available. If sufficient reserves are not available, any remaining Uncovered Obligation will be borne by users. User will pay a percentage of the Uncovered Obligation equal to the number of acre-feet in User's Storage Space divided by the total number of acre-feet contracted to users who are able to fulfill their financial obligations to JMUC. Any payments by User pursuant to this subparagraph will be credited to User's Step-up Account as described in Article 5.

b. *Invoicing.* User's payments will be due annually on the anniversary of the Federal Contract Date.

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ARTICLE 4. Sedimentation

If at any time JMUC's Storage Space is reduced due to sedimentation as provided in Article 1.e of the Federal Storage Contract, User's Storage Space shall be reduced, and the Unit Charge described in Article 3 increased, proportionally.

ARTICLE 5. Uncontracted Storage Space

a. Any payments by User under Article 3.a(2) for Uncontracted Storage Space will be repaid to the User with interest when Uncontracted Storage Space is contracted to a new user. The accounting procedures described in Article 5.b through 5.d will be employed to determine the amount to be repaid by JMUC to User.

b. Each payment by User required under Article 3.a(2) will be credited to the User's Investment Account.

c. The User's Investment Account will collect interest at an annual rate equal to the greater of (a) 7% per annum; or (b) the interest rate specified by Article 5 of the Federal Storage Contract, plus 1%.

d. When Uncontracted Storage Space is contracted by JMUC to a new user:

(1) The contract between JMUC and the new user will be materially identical to this agreement, except for the amount stated in Article 1 and the Unit Charge identified in Article 3.a(1), which will be set by JMUC at a rate at least sufficient to provide the return on investment specified in Article 5.c.

(2) Within 30 days of receiving payment from a new user for any Uncontracted Storage Space placed under contract, JMUC will remit to User an amount equal to the balance of User's Investment Account divided by the Total Uncontracted Storage Space Investment Account for all users, multiplied by the cost of Uncontracted Storage contracted to the new user.

(3) Any payments to the User under Article 5.d(2) will be debited to the User's Investment Account.

ARTICLE 6. Step-up Payments

a. If any user fails to remit payment to JMUC in accordance with Article 3, and if the Contingency Fund is not sufficient to cover the resulting Uncovered Obligation to the Corps, a Step-up Payment will be required under Article 3.a.(3). Any such payments will be repaid to User with interest when and if JMUC secures payment from the user that failed to make the payment. The accounting procedures described in Article 6.b through 6.d will be employed to determine the amount to be repaid to User.

b. Each Step-up Payment under Article 3.a(3) will be credited to User's Step-up Account.

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- c. The User's Step-up Account will earn interest at the annual rate specified in Article 5.c.
- d. When and if JMUC receives payment for any Unpaid Obligation for which User has made Step-Up Payments under Article 3.a(3), JMUC within 30 days shall remit to User an amount equal to the portion of the User's Step-up Account associated with such Unpaid Obligation. Any payments to the User under this subparagraph will be debited to the User's Step-up Account.
- e. JMUC will advise all users of the potential need for a Step-up Payment as soon as possible after becoming aware that such payments might be required. Step-up Payments will be due to JMUC within 30 days of invoicing by JMUC.
- f. When and if, due to the default of another user, any Storage Space for which Step-up Payments have been made under Article 3.a(3) is returned to the status of Uncontracted Storage Space under Article 7, the User's Investment Account will be credited with an amount equal to the portion of the User's Step-up Account associated with such storage.

ARTICLE 7. Default

- a. If at any time User fails to make a payment required by Article 3, User's obligation to JMUC shall bear interest at the rate specified in Article 5.c. Interest shall continue to accrue until all amounts due, including interest, are received by JMUC. If User's default cannot be remedied within twelve months, JMUC may elect to terminate User's contract, in which case User's right to utilize JMUC's Storage will terminate, and User's Storage Space will become Uncontracted Storage Space. This provision shall not be construed as giving the User a choice of either making payments when due or paying interest; nor shall it be construed as waiving any other rights of JMUC, at law or in equity, which might result from any default by User.
- b. In the event this Agreement is terminated pursuant to Article 7.a, (i) User shall forfeit any right or equity in User's Storage Space and in the various accounts established pursuant to this Agreement, and JMUC shall have no obligation to make any payment to User for any reason; (ii) User shall continue to be responsible for the payments required by Article 3 unless and until User's Storage Space is contracted to another User. In addition, a non-defaulting Party shall have the right to seek remedies at law or in equity or damages for the breach of any term, condition, covenant, or obligation under this agreement.
- c. Furthermore, and notwithstanding anything to the contrary in this agreement, the Parties acknowledge and agree that (i) a dispute over which a Governmental Authority has exclusive jurisdiction shall, in the first instance, be brought before and resolved by such Governmental Authority, and (ii) monetary damages may not be an adequate remedy at law for the failure of a Party to perform certain material obligations under this agreement, and under such circumstances, a non-defaulting Party shall have the right to seek a court order requiring specific performance by a defaulting Party of such obligations under this Agreement.

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ARTICLE 8. Duration of Agreement

a. Unless terminated due to default by User or with the express written consent of JMUC, this agreement shall continue in full force and effect for so long as JMUC retains the right to utilize JMUC's Storage Space or for the maximum period allowed by law, whichever is shorter.

b. In the event this contract terminates under Article 8.a due to any legal limitation on the duration of this agreement, this agreement shall be renewable at User's option for so long as JMUC retains the right to utilize JMUC's Storage Space.

ARTICLE 9. User's Obligation

a. Each User shall establish, maintain and collect such rates, fees and charges for the water service of its water utility system so as to provide revenues at least sufficient to enable User to make all payments required to be made by it under this Agreement and any other agreements with respect to its water utility, and all other operating expenses of User's water system.

b. The obligations of each User to make payments under this Agreement shall be limited to the obligation to make payments from revenues of its water utility system and available water utility system reserves. All payments made by a User pursuant to this Agreement shall constitute operation and maintenance expense of its water utility system. No User shall be obligated to levy any taxes for the purpose of paying any amount due under this Agreement. No User may issue any evidence of indebtedness with a lien on water system revenues that is prior to the payment of operating and maintenance expenses.

c. No User shall sell, lease or otherwise dispose of all or substantially all of its water system except on ninety (90) days' prior written notice to JMUC (which notice shall be provided after obtaining required User voter approval for such disposition) and, in any event, shall not so sell, lease or otherwise dispose of the same unless the following conditions are met: (i) the User shall assign this Agreement and its rights and interest hereunder to the purchaser or lessee of the water system and such purchaser or lessee shall assume all obligations of the User under this Agreement; (ii) if and to the extent necessary to reflect such assignment and assumption, JMUC and such purchaser or lessee shall enter into an agreement supplemental to this Agreement to clarify the terms on which water and water rights are to be sold hereunder by JMUC to such purchaser or lessee; (iii) opinions shall be obtained from counsel for assignee and counsel for JMUC that the assignment is permitted under applicable law and is valid and binding on the parties; and (vi) the rates to be paid by the assignee have been approved by applicable regulatory authority(ies). No User may take any action the effect of which would be to prevent, hinder or delay JMUC from the timely fulfillment of its obligations under this Agreement.

d. Nothing herein shall limit any User's present or future right to issue bonds, notes or other evidences of indebtedness or incur lease obligations which are payable on a parity with operating expenses or payable from revenues after payment of operating expenses; provided, however, no User may issue bonds, notes or other evidences of indebtedness or incur lease obligations which

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are payable from the revenues derived from its water system superior to the payment of the operating expenses of its water system

e. Each User shall cooperate with JMUC and keep accurate records and Accounts.

f. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth herein as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year.

ARTICLE 10. Transfers and Assignments

User shall not transfer or assign this agreement or any of its rights under this agreement without express written approval of JMUC, whose consent shall not be unreasonably withheld.

ARTICLE 11. Notice

a. Every notice or other communication required by this Agreement shall be provided in writing and shall be delivered either (1) by United States registered or certified mail, return receipt requested or (2) by nationally recognized overnight delivery service to the following:

For User:

[]

For JMUC:

Roddy Rogers
Executive Director
Southwest Missouri Joint Municipal Water Commission
2241 E Powell, Springfield, Missouri 65804

b. A courtesy copy shall be delivered by electronic mail. Notice will only become effective upon receipt of the hard copy delivered in accordance with paragraph (a) above.

c. Any party may change its address for purposes of notice under this Agreement by giving formal written notice to the other parties to this Agreement.

ARTICLE 12. Miscellaneous

a. Choice of Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Missouri.

b. Severability. In the event any provision of this Agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this Agreement.

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c. Merger. This Agreement contains the entire understanding between the Parties and supersedes all previous negotiations and agreements.

ARTICLE 13. Definitions

a. “User’s Storage Space” means number of acre-feet allocated to User as specified in Article 1.

b. “JMUC’s Storage Space” means the number of acre-feet allocated to JMUC as specified in Article 1 of the Federal Storage Contract, subject to any adjustment for sedimentation in accordance with Article 4 of that contract.

c. “Contracted Storage Space” means the portion of JMUC’s Storage Space that has been contracted to individual users.

d. “Uncontracted Storage Space” means the portion of JMUC’s Storage Space that has not been contracted to individual users.

e. “Unit Charge” means the amount specified in Article 3.a(1).

f. “User’s Uncontracted Storage Investment” means the balance of User’s Uncontracted Storage Space Investment Account.

g. “Total Uncontracted Storage Investment” means the sum of all users’ Uncontracted Storage Investment Accounts.

h. “Storage Space” means physical space within the Project that is used to store water.

i. “Step-up Payment” any payment required by Article 3.a(3).

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IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

THE CITY OF CARTHAGE, MISSOURI

SOUTHWEST MISSOURI JOINT MUNICIPAL
WATER COMMISSION

By: _____

By: _____
Roddy Rogers, Executive Director

Date: _____

Date: _____

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EXHIBIT B: STORAGE AND WATER ACCOUNTING

The Active Multipurpose Pool at Stockton Lake contains a total of 694,575 acre-feet of storage between 830 and 868.9 feet NGVD67. Because all water for all conservation purposes is held in this common pool, a system is needed to determine how much of the water held in the common pool is available to each user. “Storage accounting” is used for this purpose.

1. Storage and Water Accounting Principles

1.1 The Active Multipurpose Pool at Stockton Lake is divided into “storage accounts.” The size of each water supply storage account is equal to the volume of storage under contract. The remainder of the Active Multipurpose Pool is assigned to the federal account. The current allocation is shown in Table 1.1 below:

Account holder	Account size (AF)
Federal	549,825
City Utilities Springfield	52,320 ¹
JMUC	90,790
Total Active Multipurpose Storage all accounts	694,575

JMUC’s storage account will be subdivided into accounts held by its members. The same principles and formulas will be used by JMUC to manage its members accounts.

1.2 Inflows and outflows to the Active Multipurpose Pool will be tracked daily, and gains and losses will be assigned to individual storage accounts using the formulas set forth in part 2. The “account balance” for each user represents the volume of water available to that user.

1.3 The sum of all account balances will equal the total volume of water in the Active Multipurpose Pool. When the Active Multipurpose Pool is full (i.e., the pool is at or above the guide curve) all accounts are full.

¹ City of Springfield’s storage account will increase from 50,000 acre-feet to 52,320 acre-feet as a result of the Dependable Yield Mitigation Storage (“DYMS”) provided by JMUC as a condition of the 2024 reallocation.

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1.4 Some gains and losses will be shared proportionally, while others will be credited or debited to specific accounts as described in paragraphs 1.5 and 1.6 below.

1.5 Losses from evaporation will be debited proportionally based on the size of the account. Losses due to discharges from the dam, including leakage, will be debited to the federal account.

1.6 Water supply withdrawals will be debited to the account responsible for the withdrawal.

1.7 Any “state allocated inflows” will be credited to specific accounts in accordance with State law. All other gains will be distributed proportionally based on the size of the account.

1.8 When the credits applied to an individual storage account would cause it to overflow (i.e., cause the account balance to exceed the account limit, or the size of the account), any excess inflow will be distributed *pro rata* to other storage accounts with space available to store the water (i.e., accounts that are less than full). In concept, full storage accounts “spill” water into storage accounts that are not full, until the entire Active Multipurpose Pool is full.

2. Storage Accounting Formulas

The storage accounting principles above are implemented through the following formulas:

2.1 $S_{u,t} = S_{u,t-1} + I_u - W_u + AI_u$ Where:

$S_{u,t}$ = Storage account balance for user “u” at end of period “t” [*Observed*]

$S_{u,t-1}$ = Storage Account balance for user “u” at end of period “t-1” [*Observed*]

I_u = User’s share of Calculated Inflow (“CI”) [*Equation 2.2*]

W_u = User’s water withdrawal [*Observed*]

AI_u = Inflow allocated to User by State law [*Observed or Reported*]

2.2 $I_u = [V_u / V_t] * CI$ Where:

I_u = User’s share of Adjusted Inflow

V_u = Volume of storage space contracted to User [*Observed*]

V_t = Total volume of Active Multipurpose Storage Space when the inflow occurs, as defined by Top of Multipurpose Rule Curve [*Observed*]

Preliminary Pass-Through Contract
Based on May 5, 2025 Template
To be amended prior to execution

CI = Calculated Inflow [Equation 2.3]

2.3 $CI = \Delta S + D + \sum W_u - \sum AI_u$ Where:

CI = Calculated Inflow

ΔS = Change in the total volume of water in storage between period “t” and period “t-1” [Observed.]

D = Total discharge (powerhouse + leakage + spill + sluice) [Observed]

$\sum W_u$ = Sum of water supply withdrawals, all users [Observed]

$\sum AI_u$ = Sum of Allocated Inflows, all users [Observed]

The calculated inflow (“CI”) is the portion of the net inflow that is apportioned *pro rata*. This is calculated from the change in storage (ΔS), which is an observed value showing the net effect of all gains and losses to the Active Multipurpose Pool during the period (i.e., the day), including gains and losses from inflow, precipitation, evaporation, leakage, discharges from the dam, water supply withdrawals, and foreign water. This value is adjusted to remove the effects of any discharges from the Dam (“D”) as well as specific gains (“AI,” allocated inflows) and losses (“W,” water supply withdrawals) that need to be credited or debited to individual accounts, rather than being shared *pro rata*. See Principle 1.4.

3. Storage accounting procedures

The data needed to perform these calculations will be collected on a daily time step. The calculations will be performed weekly under normal circumstances, but more frequently during droughts. The Active Multipurpose Pool is drawn down as outflow exceeds inflow. The individual accounts are drawn down at different rates based on their storage. Users will be notified on a weekly basis of the available storage remaining, once their storage account balance drops below 30%.

WATER STORAGE AGREEMENT
BETWEEN THE SOUTHWEST MISSOURI JOINT MUNICIPAL WATER UTILITY
COMMISSION
AND
THE CITY OF CARTHAGE, MISSOURI
FOR
THE USE OF WATER STORAGE SPACE IN STOCKTON LAKE

FAST FACTS

Firm yield	3 MGD
Storage volume	7,168 Acre-Feet
Principal	\$2,147,411
Term	Unless terminated, contract continues as long as JMUC has storage rights (permanent) or maximum period allowed by law, with option to renew
Estimated annual payment to JMUC	\$159,831 Based on 30-year amortization and variable interest rate adjusted every 5 years (currently 4.625%)

Firm Yield: “Firm yield” is the amount available at all times through the worst drought on record. Firm yield is estimated and not guaranteed. It is determined by hydrologic modeling based on historical records. The “storage volume” in the contract is the amount needed to produce the “firm yield” stated above.

The actual yield available to User under this contract should be higher than the estimated firm yield at all times except in a drought equal to or more severe than the drought of record. If a drought worse than the drought of record occurs, it is possible the actual yield available under the contract will be less than the firm yield stated above.

Price: Costs are passed through to User in proportion to storage space.

In addition to paying the federal government’s principal (called “first costs”), JMUC will also be required to pay an annual charge for operations and maintenance (O&M) and, potentially, occasional charges for any major repairs that may be required. User’s annual payment to JMUC includes a 25% premium (over the principal) to cover O&M while building a reserve to pay for any major repairs. In the unlikely event this reserve proves insufficient, a special assessment may be required to cover JMUC’s obligations to the Corps.

Term: Effectively permanent. By law, JMUC has a permanent right to utilize the storage space in Stockton Lake under contract so long as costs are paid and the project remains in operation. Unless terminated for non-payment, User’s rights extend for as long as JMUC maintains the right to use the storage space, or the maximum period allowed by law, whichever is shorter. If the contract terminates due to any legal limitation on its term applicable to User, the contract is renewable at User’s option.

CLEAN VERSION

COUNCIL BILL NO. 25-54

ORDINANCE NO. _____

An Ordinance amending Chapter 2, Chapter 18, and Chapter 21 of the Carthage City Code

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

SECTION I: Chapter 2, Article VI, Division 4 –Powers Museum Board -- is hereby repealed from the Carthage City Code as there is no longer a Powers Museum;

SECTION II: Chapter 18, Article II, Division II, Section 18-52 – Members -- of the Carthage City Code is hereby amended:

(a) The police personnel administration board consists of four (4) members appointed by the mayor with the approval by a majority vote of the members of the city council. Members shall be at least twenty-one (21) years of age and shall live within five (5) miles of the City limits.

SECTION III: Chapter 21, Article VIII, Section 21-274 – Creation of Tree Board -- of the Carthage City Code is hereby amended:

Said board shall consist of five (5) voting members, at least eighteen (18) years of age, appointed by the mayor with the approval by a majority vote of the members of the city council. No more than one (1) member of the board can be employed by the same employer. All members of the board shall live within five (5) miles of the Carthage city limits.

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

CLEAN VERSION

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

David B. Flanigan, Mayor

ATTEST:

Miranda Deal, City Clerk

CB ____ is sponsored by the Mayor

An Ordinance to amend the Personnel Policy Manual of the City of Carthage, Missouri.

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

SECTION I: Section 702 (05) of the Personnel Policy Manual shall be amended to read as follows:

05. Personnel Board Established: There is hereby authorized, established and created for the City a Personnel Board. The Personnel Board shall consist of four (4) members appointed by the Mayor with the approval by a majority vote of the members of the City Council. Members shall be at least twenty-one years of age and shall live within five (5) miles of the City limits. The members of the Personnel Board shall serve without compensation for a term of four (4) years. The membership of the first board appointed shall serve respectively, one for one (1) year, one for two (2) years, one for three (3) years and one for four (4) years. Thereafter members shall be appointed for terms of four (4) years each. Any member of the Personnel Board may be removed from office for good cause shown by the Mayor with the consent of a majority vote of the members of the City Council.

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: Mayor

COUNCIL BILL NO. 25-56

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to execute a Memorandum of Understanding between the City of Carthage and Jasper County regarding the use and distribution of Opioid Settlement Funds for the Jasper County Jail Treatment Program

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute on behalf of the City of Carthage a Memorandum of Understanding between the City of Carthage and Jasper County regarding the use and distribution of Opioid Settlement Funds for the Jasper County Jail Treatment Program

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

David B. Flanigan, Mayor

ATTEST:

Miranda Deal, City Clerk

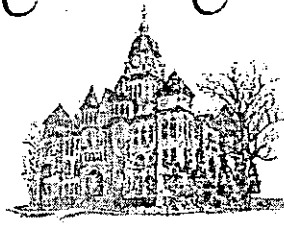
Sponsored by: Public Safety

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Michael D. Landis
Western District Commissioner

JASPER COUNTY COMMISSION



302 S. Main ST
Carthage, MO 64836

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

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

MEMORANDUM OF UNDERSTANDING Between Jasper County and the City of Carthage Regarding the Use and Distribution of Opioid Settlement Funds for the Jasper County Jail Treatment Program

This Memorandum of Understanding ("MOU") is entered into this ____ day of _____, 2025, by and between **Jasper County, Missouri** ("County") and the **City of Carthage, Missouri** ("City") (collectively, the "Parties").

1. Purpose

The purpose of this MOU is to set forth the agreement between the Parties to allocate and use all of opioid settlement funds received by the City of Carthage to support the Jasper County Jail Treatment Program, a collaborative initiative aimed at addressing opioid addiction among incarcerated individuals and reducing recidivism through evidence-based treatment services.

2. Background

Both the County and the City are recipients of funds from national opioid settlements intended to mitigate the impacts of the opioid crisis. The Jasper County Jail Treatment Program serves incarcerated individuals within Jasper County, including residents of the City of Carthage, by providing substance use disorder assessments, cognitive and behavioral treatment, counseling, and reentry support services.

3. Term

This MOU shall be effective as of the date of final signature and shall remain in effect for a period of **one year**, unless terminated or amended in writing by mutual agreement of both Parties.

4. Funding Agreement

- The City agrees to allocate a portion of its opioid settlement funds in the amount of **\$35,699.12** over the term of this MOU, to support the operation and delivery of services within the Jasper County Jail Treatment Program.
- Funds shall be disbursed on or about **August 26th, 2025**.
- The County shall use the funds exclusively for costs directly related to the operation of the Jail Treatment Program, including but not limited to personnel, program materials, clinical services, supplies, equipment and evaluation.

5. Reporting and Oversight

- The County agrees to provide the City with an **annual report** detailing:
 - Use of funds received from the City;
 - Program participation and outcomes;
 - Any significant changes in the program's operations or goals.
- The City reserves the right to request additional information or clarification regarding fund use or program impact.

6. Modification and Termination

This MOU may be amended at any time by mutual written consent of the Parties. Either Party may terminate this MOU with **90 days written notice** to the other Party. In the event of termination, any unused City funds shall be returned to the City within 60 days, unless otherwise agreed upon in writing.

7. General Provisions

- **No Joint Venture:** Nothing in this MOU shall be construed to create a partnership, joint venture, or agency relationship between the Parties.
- **Compliance with Law:** The Parties shall comply with all applicable federal, state, and local laws and regulations in the performance of this MOU.
- **Entire Agreement:** This MOU constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements or understandings, whether written or oral.

8. Signatures

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the date first written above.

JASPER COUNTY, MISSOURI

By: John Bartosh

Name: John Bartosh

Title: Presiding Commissioner

Date:

JASPER COUNTY, MISSOURI

By: Randee Kaiser

Name: Randee Kaiser

Title: Sheriff

Date:

CITY OF CARTHAGE, MISSOURI

By: _____

Name:

Title:

Date:

AN ORDINANCE TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, AS FOLLOWS:

Section I - Declaration of Policy. The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the city.

Section II - Conflicts of Interest. The Mayor or any member of the City Council who has a “substantial or private interest”, as defined by state law in any bill shall disclose on the records of the City Council the nature of his interest and shall disqualify himself from voting on any matters relating to this interest.

Section III - Disclosure Reports. Each elected official, the chief administrative officer, the chief purchasing officer, and the general counsel (if employed full-time) shall disclose the following information by May 1 if any such transactions were engaged in during the previous calendar year:

a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision.

b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.

c. The chief administrative officer and the chief purchasing officer also shall disclose by May 1 for the previous calendar year, the following information:

1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;

2. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation, **limited liability company** or limited partnership in which the person owned ten percent or more of any class of the outstanding stock, **membership** or limited partnership units; and the name of any publicly traded corporation, **limited liability company** or limited partnership

that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class or outstanding stock, limited partnership units or other equity interests;

3. The name and address of each corporation **or limited liability company** for which such person served in the capacity of a director, officer, or receiver.

Section IV – Filing of Reports. The reports, in the attached format, shall be filed with the City Clerk and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section V – When Filed. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;

a. Each person appointed to office shall file the statement within 30 days of such appointment or employment;

b. Every other person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

Section VI – Filing of Ordinance. The City Clerk shall send a certified copy of this ordinance to the Missouri Ethics Commission within ten days of its adoption.

Section VII – Effective Date. This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect for two years from the date of passage.

PASSED AND APPROVED THIS ____ DAY OF _____ 2025.

David B. Flanigan, Mayor

ATTEST:

Miranda Deal, City Clerk

COUNCIL BILL NO. 25-58

ORDINANCE NO. _____

An Ordinance amending Chapter 17, Article III, Section 17-37 – Members, of the Carthage City Code

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

SECTION I: Chapter 17, Article III, Section 17-37 – Members -- of the Carthage City Code is hereby amended:

- (a) The board of adjustment shall consist of five (5) members. The initial board shall be those five (5) members as appointed as of December 10, 1983. Thereafter, two (2) members of the board shall be persons who have demonstrated outstanding knowledge and interest in historic preservation. ~~All members of the board shall be citizens of the city.~~ All members of the board shall live within five (5) miles of the Carthage City limits.

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

Mayor's Appointments

August 2025

Planning, Zoning and Historic Preservation

4 Year Term – 7 Members – Meets 1st Thursday, 5:30 PM – Council Chambers

<u>NAME</u>	<u>PHONE</u>	<u>ADDRESS</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Tori Bounous	310-0124	12522 Dogwood Rd	8/12/25	Dec 2029

**replacing Jim Swatsenbarg

**Optometrist at Carthage Eye Care, raised in Carthage, graduated from CHS, her hopes for the town are to help individuals and families reach their full potential, whether that means in business, family and child support, extracurriculars, medical care, or schooling

Carthage Tree Board

3 Year Term – 5 Members – Meets 1st Tuesday 4:30, Parks and Rec Office

<u>NAME</u>	<u>PHONE</u>	<u>ADDRESS</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Jory Mertens	499-9748	9777 County Lane 192	8/12/2025	Dec 2026

**has served on the tree board before, and is eligible again due to the change in living restrictions, he is an environmentalist and conservationist, with a love for Missouri's native ecology that includes trees and plants

Civil War Museum Board

3 Year Term – 7 Members – Meets on Call

<u>NAME</u>	<u>PHONE</u>	<u>ADDRESS</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Gary Stuart	758-4545	948 S Palomino Rd	8/12/2025	Dec 2026
Chris Johnson	388-3247	1321 S Main St	3/7/2017	Dec 2026
Steve Weldon	388-2828	1901 Quincy St (Joplin)	3/13/2001	Dec 2028

**Gary Stuart is currently a part time employee for the Museum, he is a member of the Sons of Confederate Veterans Camp

**Chris Johnson and Steve Weldon are reappointments to the board

RESOLUTION NO. 2096

A RESOLUTION OF THE CITY OF CARTHAGE, MISSOURI, AUTHORIZING THE MAYOR TO ACCEPT A GRANT FROM THE STEADLEY TRUST IN THE AMOUNT OF \$25,000.00, FOR RODEO ARENA IMPROVEMENTS

WHEREAS, it is important for the City of Carthage to maintain its parks and improve community facilities; and

WHEREAS, the Steadley Trust has issued a grant to the City of Carthage to be used in conjunction with the Carthage Saddle Club, for improvements to the Rodeo Arena;

WHEREAS, the City of Carthage is required to accept the grant and agree to the terms and conditions set forth by the Steadley Trust in order to receive the funds; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, the Mayor is authorized to accept a grant for \$25,000.00, from the Steadley Trust to be used in conjunction with the Carthage Saddle Club for improvements to the Rodeo Arena, in the City of Carthage Missouri.

PASSED AND APPROVED THIS ____ DAY OF _____, 2025.

David B. Flanigan, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Budget Ways and Means

K. D. & M. L. Steadley Trust, Bank of America, N.A., Trustee, 1 year Grant

GRANT TERMS AND CONDITIONS

On **July 14, 2025**, the Trustee for the **K. D. & M. L. Steadley Trust** (Grantor) granted to **City of Carthage** (Grantee) the amount of **\$25,000.00**.

This 1-year grant was made in support of the following: **Rodeo Arena Improvements**.

Project start date: 7/28/2025 **Project end date:** 7/28/2026

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

- Grantee represents, covenants, and warrants that it **does not discriminate** against any individual or entity on the basis of race, religion, color, sex, sexual orientation, gender identity, age, national origin, ancestry, citizenship, veteran, disability status, or espouse hate.
- Grantee has provided Grantor with verification of the Grantee's public charity status under Sections 501(c)(3) and 509(a)(1) or 509(a)(2) of the Internal Revenue Code of 1986, as amended (the "Code"), and agrees to **notify the Grantor of any change in the Grantee's status**.
- Grantee will **use the grant exclusively for the purposes and objectives specified** in the accompanying cover letter and in the proposal submitted to the K. D. & M. L. Steadley Trust, and Grantee acknowledges no goods or services or benefits have been or will be provided by Grantee to Grantor.
- Grantee **shall not use any portion of the funds granted herein to carry on lobbying** or otherwise to attempt to influence specific legislation, either by direct or grassroots lobbying, nor to carry on directly or indirectly a voter registration drive, nor to make grants to individuals on a non-objective basis, nor to use the funds for any non-charitable purpose.
- **Grantee shall not, under any circumstance, transfer, assign or encumber any portion of the grant.** The Grantee agrees that the grant funds will not be expended, transferred, or used for any purpose or in any fashion that is prohibited by an applicable law of the United States or of any domestic or foreign jurisdiction, including without limitation, applicable laws proscribing the support of terrorism or terrorist organizations.
- Grantee agrees that in **all media, such as printed materials, social media, annual reports and any press releases or articles publicizing this grant**, the Grantor shall be recognized in the following manner: "K. D. & M. L. Steadley Trust, Bank of America, N.A., Trustee." In instances where a press release is developed for distribution to media outlets, the Grantee agrees to timely forward a draft to Private Bank Philanthropic Solutions for prior approval.

- Please be advised that due to an anticipated upgrade to our online grant application system this summer, grant reports will not be required in 2025 and grant report forms will not be published to your online grant account. If the foundation manager requires a grant report, they will reach out via email to let you know.
- In the event that **Grantee does not expend all grant funds** and the interest earned thereon, Grantee shall notify Grantor. It shall be within Grantor's sole discretion whether to direct Grantee to retain or return such funds. Should Grantor require the return of the unexpended funds and interest earned thereon, Grantee shall timely return such funds to Grantor.

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

RESOLUTION NO. 2097

A RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE GENERAL REVENUE FUND FOR FISCAL YEAR 2025-2026 FOR A LINE ITEM ADJUSTMENT TO CAPITAL OUTLAY IN THE STREET DEPARTMENT FOR PURCHASE OF A USED 6330 JOHN DEERE SIDE-ARM TRACTOR (VIN 1L06330HPCH742927) USING FUNDS ORIGINALLY OBLIGATED FOR CONSTRUCTION OF A STORAGE BARN.

WHEREAS, the City adopted a budget and appropriated funds for fiscal year 2025-2026; 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 meeting on August 11, 2025; and

WHEREAS, the City Council met and discussed additional appropriations at their August 12, 2025 meeting; and

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 line item in the Street Department General Revenue Fund for \$25,000 for purchase of a used 6330 John Deere Side-Arm Tractor (VIN 1L06330HPCH742529) using funds originally obligated for construction of a storage barn.

PASSED AND APPROVED THIS ____ DAY OF ____, 2025.

David B. Flanigan, Mayor

ATTEST:

Miranda Deal City Clerk

Sponsored by: Budget Committee



Carthage Special Road District

The Carthage Special Road District is offering to sell a used 6330 John Deere tractor with 6589 run hours (VIN 1L06330HPCH742927) to the City of Carthage for the amount of \$25,000. The tractor is in good operating condition and has been inspected by a mechanic employed with the city. The tractor is being sold as is with no warranty

Sincerely Michael Bisbee
Superintendent of the Carthage Special Road District
Office #: 417-358-4127 Cell #: 417-793-0220
Email: carthagespecial@gmail.com

Resolution 2098

A RESOLUTION DECLARING THE INTENT OF THE CITY OF CARTHAGE, MISSOURI, TO FINANCE THE COSTS OF PROJECTS FOR THE ELECTRIC SYSTEM.

WHEREAS, the City of Carthage, Missouri (the “**City**”) is a constitutional charter city and political subdivision organized and existing under the laws of the state of Missouri, and owns the Carthage Water and Electric Plant (the “**Public Utility**”); and

WHEREAS, the Public Utility, pursuant to a resolution adopted by its board of directors, declared its desire to finance the costs of various replacements and upgrades to the electric system, including without limitation the acquisition, construction, installation, improvement, furnishing and equipping of a substation (the “**Project**”); and

WHEREAS, the City intends to finance the costs of the Project.

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

Section 1. The City Council hereby finds it necessary and declares the intent of the City to finance the costs of the Project. The City expects that expenditures will be made, by or on behalf of itself and the Public Utility, after the date of adoption of this Resolution in connection with the Project, and the City intends to reimburse itself, or, if applicable, the Public Utility, for such expenditures with proceeds of a tax-exempt financing. The maximum principal amount of the tax-exempt financing expected to be issued for the Project is \$25,000,000.

Section 2. The Mayor, the City Administrator and other officers and representatives of the City, officers and representatives of the Public Utility are hereby authorized and directed to take such other action as may be necessary to carry out the intent of this Resolution.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

CITY OF CARTHAGE, MISSOURI

(SEAL)

David B. Flanigan, Mayor

ATTEST:

Miranda Deal, City Clerk

**A RESOLUTION OF THE CARTHAGE WATER & ELECTRIC PLANT BOARD
RECOMMENDING AND REQUESTING THE CITY COUNCIL OF THE CITY
OF CARTHAGE, MISSOURI, DECLARE ITS INTENT TO FINANCE THE
COSTS OF PROJECTS FOR THE ELECTRIC SYSTEM.**

WHEREAS, the Carthage Water and Electric Plant ("CWEP") Board of Directors hereby finds and determines that it is necessary and desirable at this time to recommend and request that the City Council of the City of Carthage, Missouri (the "City") declare its intent to finance the costs of various replacements and upgrades to the electric system, including without limitation the acquisition, construction, installation, improvement, furnishing and equipping of a substation (the "Project"), with the financing to be payable from the legally available revenues of the City's electric system to be appropriated on an annual basis and other legally available funds of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CARTHAGE WATER AND ELECTRIC PLANT, AS FOLLOWS:

Section 1. Request and Recommendation to the City Council of Carthage, Missouri to Declare Intent. The Board of CWEP hereby recommends and requests that the City Council of the City declare its intent to finance the costs of the Project, with such costs to be payable from the revenues from the City's electric system to be appropriated on an annual basis and other legally available funds of the City. The officers of CWEP are hereby authorized and directed to file copies of this resolution with the City Clerk as evidence of such recommendation and request.

Section 2. Reimbursement. The Board of CWEP and the City have made or expect to make expenditures in connection with the Project. CWEP expects that expenditures will be made, by or on behalf of itself and the City, after the date of adoption of this Resolution in connection with the Project, and CWEP intends to reimburse itself, or, if applicable, the City, for such expenditures with proceeds of tax-exempt financing. The maximum principal amount of the tax-exempt financing expected to be issued for the Project is \$25,000,000.

Section 3. Authority. The President, Vice President and other officers and representatives of CWEP are hereby authorized and directed to take such action as may be necessary to carry out this resolution.

Section 4. Effective Date. This resolution shall become effective upon its adoption by the Board of CWEP.

Dated this 17 day of July, 2025.



President

ATTEST:



Secretary