City of Carthage, Missouri
CITY COUNCIL

October 28, 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 October 14, 2025 Minutes
6. **Presentations/Proclamations**
    1. Police Corporal Pinning Ceremony
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. 25-65 -- An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute a Contract between the City of Carthage, Missouri and SW Missouri Engineering, LLC for engineering and technical services for the Downtown Sidewalk Improvements project, in the City of Carthage, Missouri.

2. C.B. 25-66 -- An Ordinance authorizing the Mayor to enter into an Agreement with Lakeland Office Systems for a 5-year lease for printers throughout City departments, in the City of Carthage, Missouri.
3. C.B. 25-67 -- An Ordinance authorizing the Mayor to enter into an Agreement with Lakeland Office Systems for printer service and maintenance, in the City of Carthage, Missouri.

16. New Business

1. C.B. 25-68 -- An Ordinance authorizing the Mayor to enter into a contract with Brycer, L.P., to provide the Carthage Fire Department with "The Compliance Engine" for a term of three years, in the City of Carthage, Missouri
2. C.B. 25-69 -- An Ordinance of the City of Carthage naming the streets within Municipal Park around the Rodeo Arena
3. C.B. 25-70 -- An Ordinance authorizing the Mayor to enter into an Agreement with Nuco for the purchase and installation of a new pump station at the Carthage Municipal Golf Course in the amount of $189,062.77, in the City of Carthage, Missouri.
4. C.B. 25-71 -- An Ordinance authorizing the Mayor to enter into an agreement between the City of Carthage and Missouri Highways and Transportation Commission for the installation and maintenance of ornamental lighting at the intersections of Route 571 & Airport Drive, and Route 571 & Elk Street, in the City of Carthage, Missouri.

17. Mayor’s Appointments

18. Resolutions

1. Resolution 2102 -- A Resolution authorizing the Mayor to accept the Missouri Department of Public Safety Blue Shield Grant for the Carthage Police Department

19. Closing Comments

20. Executive Session

1. **CLOSED SESSION**: ACCORDING TO SECTION 610.021 (2), THE AGENDA INCLUDES THE POSSIBILITY OF A VOTE TO CLOSE PART OF THE MEETING TO DISCUSS LEASING, PURCHASE OR SALE OF REAL ESTATE BY A PUBLIC GOVERNMENTAL BODY WHERE PUBLIC KNOWLEDGE OF THE TRANSACTION MIGHT ADVERSELY AFFECT THE LEGAL CONSIDERATION THEREFOR.

21. Adjournment

1. Additional Packet Correspondence

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

City of Carthage, Missouri

CITY COUNCIL

October 14, 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=7zyJfZFqwus

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.

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

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

Mr. Snow made a motion, seconded by Mr. Wells, to approve the minutes of the September 23, 2025 regular and closed session Council meeting minutes. Motion carried.

During public comments, Regina Wells, 2026 S Maple, presented Chief Martin with a quilt and gifts for the firemen in honor of Fire Prevention Month.

Tim Schowe with SW Missouri Engineering, was present to answer any questions about the downtown sidewalk project that is on first reading this evening.

Mr. Snow reported that the Budget Ways and Means Committee met October 13th. They discussed the new printer lease agreement and the service and maintenance agreement with Lakeland Office Systems that appears under new business. The next meeting is scheduled for November 10th at 5:30 pm.

Mr. Wells reported that the Committee on Insurance, Audit and Claims did not meet that evening due to lack of quorum. The next meeting will be on October 28th at 5:30 pm.

Mr. Snow reported that the Public Safety is between meetings. The next meeting will be on October 20th at 5:30 pm.

Ms. Schramm reported that the Public Services Committee is between meetings. The next meeting will be on October 21st at 5:30 pm. She did report that the new Parks and Recreation Director had started and that she and Ms. Cox had taken him around to tour many places and meet different organizations.

Mr. Wells reported that the Public Works Committee met on October 7th. They discussed the engineering agreement for the downtown sidewalk project and Mr. Bayless reported to the committee that the light tunnel would be put up earlier this year. The next meeting is scheduled for November 4th at 5:30 pm.

Special Committee and Board Liaison reports were given by Mr. Thorn for the Public Library Board, Ms. Schramm for Vision Carthage, and Mr. Wells for the Jasper County Commissioners. Mr. Perkins reported that the CWEP meeting is being moved to October 23 at 3 pm.

Mayor Flanigan reported that he missed the first few Maple Leaf events, but looks forward to the rest of the events. He was a judge in the Taco Tuesday event prior to the Council meeting. He also welcomed Mr. Bonine.

During Remarks from Council Members, Mr. West reported that he and some family members went out to Municipal Park for a picnic and they thought it was one of the best facilities the City has and thanked the Council and Parks for a wonderful playground and pavilion area. Mr. Perkins reported on receiving some speeding complaints around Main and Macon. Mr. Thorn asked if there could be anything done to the bumpouts on the square crosswalks to make the step off the sidewalk more visible to prevent any injuries. Ms. Kang reported on volunteering at the Vision Carthage Restoration Workshop day. She also reported that one elderly lady was so appreciative of the help that was offered to her, that she made a donation to Vision Carthage. She also attended the YMCA Hall of Heroes event. Mr. Snow reported on going to the Friday Night concert and the parade on Saturday. He also thanked Vision Carthage for the dumpster days event and for the flower plantings on the square. Ms. Schramm reported on attending many Maple Leaf events the past several days and the future events for the week. Mr. Wells reported that the Carthage versus Webb City game is Friday evening in Carthage. He also voiced his concerns on the LIME scooters.

Police Chief Bill Hawkins reported that he led the bikers from the YMCA to Central Park for the Bikes and BBQ event on Saturday, the police department is in the process of hiring some new police officers. He also encouraged those interested to apply for the Citizens Police Academy.

Fire Chief Jason Martin reported that it is fire prevention month and that they have done a lot of station tours, the touch a truck event was a great success, the pancake feed is on Saturday morning before the parade, and the Bikes and BBQ event from the previous weekend ended up having a stunt show in the Fire Department parking lot. He reported on an LEOP meeting next week with the State to review emergency procedures. Backyard Discovery would be going by the station Thursday morning to present the donation check that council previously approved. He also thanked Council for allowing the Fire Department some funds in previous years to purchase the auto pulse CPR machines that help save lives. He said there was a recent incident that hit very close to home and he is thankful that the department has those machines.

Public Works Director Josiah Bayless reported that the Planning, Zoning and Historic Preservation Commission are reviewing the new design guidelines and encourages anyone interested in hearing about the results to attend the meetings as they sort through the guidelines and determine what they would like to propose to implement. He reported on one new hire and stated that there are still two spots to fill. The sidewalk project on Airport and Fairview will begin soon, they are going to try to keep Airport open as much as possible, and then try to do Fairview during Christmas to avoid road closures during school. The light at HH and Garrison may start flashing soon, depending on MODOT. Hazel Avenue is now open and the work has moved over to Airport Drive, the Chestnut box culvert is moving along, and the street department is busy with Maple Leaf prep. He also thanked Jeff Pinnell at the Police Department for some research he did recently regarding the North Garrison bridges.

Parks and Recreation Director Richard Bonine reported that he did tour many places and met a lot of people and everyone has been very welcoming.

City Administrator Traci Cox reported that the sales tax for the month came in 6% higher than the same month last year, but is down 2.5% year to date. It is still on target with the budget projections. The use tax came in 1% lower than the same month last year, but is up 1% year to date. It is also on target with the budget projections.

The Committee on Claims did not meet that evening due to a lack of quorum.
There was no Old Business.

Under new Business, C.B. 25-65 -- An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute a Contract between the City of Carthage, Missouri and SW Missouri Engineering, LLC for engineering and technical services for the Downtown Sidewalk Improvements project, in the City of Carthage, Missouri, was placed on first read with no action taken.

C.B. 25-66 -- An Ordinance authorizing the Mayor to enter into an Agreement with Lakeland Office Systems for a 5-year lease for printers throughout City departments, in the City of Carthage, Missouri, was placed on first read with no action taken.

C.B. 25-67 -- An Ordinance authorizing the Mayor to enter into an Agreement with Lakeland Office Systems for printer service and maintenance, in the City of Carthage, Missouri, was placed on first read with no action taken.

There were no Resolutions.

During closing comments, Mayor Flanigan is remaining hopeful for good weather Saturday. Mr. Perkins wished himself a happy belated birthday. Mr. Thorn welcomed Mr. Bonine and looks forward to Maple Leaf. Ms. Kang welcomed Mr. Bonine and thanked Melissa Little for the email updates about City events. Mr. Snow reported that the Maple Leaf 5K is scheduled for Friday evening at the YMCA, so if people plan to attend the home football game against Webb City, they may need to find an alternate route. He also attended the Hall of Heroes event and his church had a Love Carthage event where they did community work and delivered cookies to various places. Ms. Schramm reported on some Soroptimist events that are coming up.

Ms. Schramm made a motion, seconded by Mr. Snow, to close the meeting according to section 610.021 (1), the agenda includes the possibility of a vote to close part of the meeting to discuss legal actions, causes of action or litigation involving a public governmental body or its representatives and its attorneys, followed by a roll call vote of 7 yeas and 0 nays. Ayes: Ray West, Jack Perkins, David Thorn, Beth Kang, Alan Snow, Jana Schramm, and Ron Wells. Motion carried at 7:22 p.m.

CLOSED SESSION

Mr. Snow made a motion, seconded by Ms. Schramm, to return to the regular session of the Council Meeting at 8:05 p.m. followed by a roll-call vote of 10 yeas and 0 nays. Ayes: Ray West, Jack Perkins, David Thorn, Beth Kang, Alan Snow, Jana Schramm, and Ron Wells. Motion carried.

Mr. Snow made a motion, seconded by Ms. Schramm, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 8:07 p.m.

CLOSED SESSION
MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
October 14, 2025

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

Ms. Schramm made a motion, seconded by Mr. Snow, to close the meeting according to section 610.021 (1), the agenda includes the possibility of a vote to close part of the meeting to discuss legal actions, causes of action or litigation involving a public governmental body or its representatives and its attorneys, followed by a roll call vote of 10 yeas and 0 nays. Ayes: Derek Peterson, Kate Gilpin, Genaro Cifuentes, Ray West, Jack Perkins, David Thorn, Beth Kang, Alan Snow, Jana Schramm, and Ron Wells. Motion carried at 7:22 p.m.

The following Council Members answered roll call: Ray West, Jack Perkins, David Thorn, Beth Kang, Alan Snow, Jana Schramm, and Ron Wells. Council Members Derek Peterson, Kate Gilpin, and Genaro Cifuentes were absent.

City Attorney Jon Gold, City Administrator Traci Cox, City Clerk Miranda Deal, and HR Coordinator Michael Miller were also present.

Ms. Cox and Mr. Miller discussed a legal matter with the Council.

Mr. Wells made a motion, seconded by Mr. Snow, to retain Matt Gist to represent the City on an employment lawsuit and to give the mayor authorization to sign the engagement letter with Mr. Gist. Motion carried by a roll call vote of 7 yeas and 0 nays. Ayes: West, Perkins, Thorn, Kang, Snow, Schramm, and Wells.

Mr. Snow made a motion, seconded by Ms. Schramm, to adjourn the closed session Council Meeting at 8:05 p.m. followed by a roll-call vote of 7 yeas and 0 nays. Ayes: Ray West, Jack Perkins, David Thorn, Beth Kang, Alan Snow, Jana Schramm, and Ron Wells. Motion carried and the Council returned to regular session.

Respectfully submitted,

Miranda Deal
City Clerk

City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

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

MINUTES

1. **Call to Order**

   MEMBERS PRESENT: Jana Schramm, Alan Snow, David Thorn
   MEMBERS ABSENT: Derek Peterson

   OTHER COUNCIL MEMBERS: Mayor David B. Flanigan, Beth Kang

   STAFF PRESENT: City Administrator Traci Cox, Administrative Assistant Dorothy Weber, IT Director Michael Keith

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

2. **Old Business**

   1. Approval of September 8, 2025 Minutes

ACTION:	Motion to approve Sept 8, 2025 Minutes by Jana Schramm Motion passe with a 3:0
AYES:	Jana Schramm, David Thorn, Alan Snow
NOES:	None
ABSTAIN:	None

3. **Citizens Participation**

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

4. **New Business**

   1. Consider and discuss printer lease agreement with Lakeland Office Systems

      Michael Keith stated that Lakeland was a state bid. The City will be leasing 12 new printers for 5 years. The money is in the FY 25/26 budget.

ACTION:	Motion to forward lease agreement to Council by Jana Schramm Motion passed with a 3:0
AYES:	David Thorn, Alan Snow, Jana Schramm
NOES:	None
ABSTAIN:	None

   2. Consider and discuss service agreement for printers with Lakeland Office Systems

This agreement will cover service, toner etc. The City will pay per copy (which is the same as the current agreement). Lakeland is cheaper than the current agreement. This agreement will have 4 printers on it that share a pre-allotment.

ACTION:	Motion to forward Lakeland service agreement to Council by David Thorn
	Motion passed with a 3:0
AYES:	Alan Snow, David Thorn, Jana Schramm
NOES:	None
ABSTAIN:	None

3. Staff Reports

Ms. Cox stated that sales tax for 2025 is in line with the sales tax numbers from 2024. The sales tax is 1% lower from last year.

5. Adjournment

ACTION:	Motion to Adjourn at 5:37 by David Thorn
	Motion passed with a 3:0
AYES:	Jana Schramm, David Thorn, Alan Snow
NOES:	None
ABSTAIN:	None

City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

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

MINUTES

1. **Call to Order**

MEETING WAS CANCELED DUE TO LACK OF QUORUM

2. **Old Business**

    1. Approval of September 23, 2025 Minutes

    2. Review & Approval of the Claims Report

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

4. **New Business**

    1. Staff Reports

5. **Adjournment**

City of Carthage

City of Carthage, Missouri
PUBLIC SAFETY COMMITTEE

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

AGENDA

1. Call to Order

2. Old Business

1. Approval of 9-22-25 Minutes

3. Citizen Participation

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

1. Consider and discuss 2025 Christmas Parade - Mark Sponaugle
   Christmas Parade will be held on December 1st.
2. Consider and discuss the closing of the 900 block of Poplar Street for a Halloween party — Chris Goodwin

4. New Business

1. Discuss and consider the revision and updates to the Administrative Sergeant job description. Adding the TAM Plan manager information, and condensing duties and responsibilities.
2. Consider and discuss the acceptance of the Blue Shield Department of Public Safety Program grant.
3. Consider and discuss Brycer the compliance engine - Deputy Chief Maples
4. Consider and discuss road closure for the Veterans Day Parade November 11th at 5:00pm. - Traci Cox
   Barricades need to be in place at 4:30 until the end of the parade.
   The parade will begin on Main Street, continue north rounding the Square and ending on Grant Street by the 6th Grade Center. Melissa is requesting the closure of City of Carthage Main/Grant from Chestnut to 3rd Street and 4th, 5th, and 6th Streets between Grant and Main to be closed.
5. Staff Reports
   Fire Department
   Police Department

5. Adjournment

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

City of Carthage, Missouri

PUBLIC SAFETY COMMITTEE

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

MINUTES

1. Call to Order

Members Present: Alan Snow, Ray West, Genaro Cifuentes
Members Absent: Kate Gilpin

Others Present: Mayor David Flanigan, Jana Schramm, Mark Sponaugle

Staff Present: Police Chief Bill Hawkins, Fire Chief Jason Martin, Deputy Fire Chief Eli Maples, EM Coordinator Morgan Housh, Police Captain Chad Dininger

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

2. Old Business

1. Approval of 9-22-25 Minutes
   Chairman Snow made a motion to amend the 9-22-25 minutes. Under New Business number 4 from Chief Marian to be changed to Chief Martin. Motion passed

   Councilman West made a motion to approve the amended minutes from the 9-22-25 meeting. Motion passed

3. Citizen Participation

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

1. Consider and discuss 2025 Christmas Parade - Mark Sponaugle
   Christmas Parade will be held on December 1st.
   Mark Sponaugle spoke with the committee on the 2025 Christmas Parade. The parade will take place on Monday, December 1, 2025, at 7:00 pm. The theme is "Get Your Christmas Kicks on Route 66". The parade will follow the same route as in years past. The route will originate at the corner of Chestnut and Main (in front of the First Christian Church), proceed north on Main, circle Carthage Square, then head back south on Grant Street and end at Chestnut and Grant (tennis courts behind the 6th Grade Center). He is requesting the following street closures: the intersection of Chestnut and Main, one block east to Grant Street, and one block west to Lyon Street, south on Main Street to 11th Street, one block east and west from Grant Street to Lyon Street (including the intersections

of 9th and 10th Streets), and also requesting the closure of the Carthage Square (both inside and outside of the Square) from 4:30pm to 8:00pm on December 1st.

Councilman Cifuentes made a motion to approve the street closures as presented and close the inside and outside of the Square on December 1, 2025 at 4:30pm to 8:00pm for the 2025 Christmas Parade. Motion passes

2. Consider and discuss the closing of the 900 block of Poplar Street for a Halloween party — Chris Goodwin

   No motion was needed. Chris Goodwin did not show up to the meeting to present.

4. New Business

1. Discuss and consider the revision and updates to the Administrative Sergeant job description. Adding the TAM Plan manager information, and condensing duties and responsibilities.

   Police Chief Hawkins spoke with the committee on the revisions and update to the Administrative Sergeant job description.

   Councilman West made a motion to forward the job description to the CIAC for approval. Motion passed.

2. Consider and discuss the acceptance of the Blue Shield Department of Public Safety Program grant.

   Police Chief Hawkins spoke briefly with the committee on the acceptance of the Blue Shield Department of Public Safety Program Grant. This grant will be used to purchase dash cams for the CPD.

   Councilman Cifuentes made a motion to accept the Blue Shield Department of Public Safety Program Grant. Motion passed

3. Consider and discuss Brycer the compliance engine - Deputy Chief Maples

   Deputy Fire Chief Eli Maples spoke with the committee on entering into a contract with Brycer, L.P. to provide the CFD with "The Compliance Engine" for a 3-year term. This is a fire, backflow, and elevator compliance software for jurisdictions. Brycer provides jurisdictions with advanced compliance management solutions designed to improve life safety system oversight and enforcement efficiency. It allows departments to replace outdated, manual processes with secure digital workflows that ensure consistent documentation, reporting accuracy, and accountability.

   Councilman West made a motion to forward it to full council for approval. Motion passed.

4. Consider and discuss road closure for the Veterans Day Parade November 11th at 5:00pm. - Traci Cox

   Barricades need to be in place at 4:30 until the end of the parade.

   The parade will begin on Main Street, continue north rounding the Square and ending on Grant Street by the 6th Grade Center. Melissa is requesting the closure of City of Carthage Main/Grant from Chestnut to 3rd Street and 4th, 5th, and 6th Streets between Grant and Main to be closed.

   Traci Cox spoke on behalf of Melissa Little with the committee on the 2025 Veterans Day Parade. The parade will be on November 11, 20225 at 5:00pm. It will begin on Main Street, continue north rounding the Square and ending on

Grant Street by the 6th Grade Center. Melissa is requesting the closure of Main/Grant from Chestnut to 3rd Street and 4th, 5th, and 6th Streets between Grant and Main to be closed.
Councilman Cifuentes made a motion to approve the presented street closure on November 11, 2025 at 4:30pm for the Veterans Day Parade. Motion passed

5. Staff Reports

Fire Department

Fire Chief Martin gave station update.
No motions

Police Department

Police Chief Hawkins gave station update.
No motions

Traci Cox spoke briefly about the upcoming Hometown Holidays events that will be on the next agenda.

5. Adjournment

Chairman Snow made a motion to adjourn at 6:01pm. Motion passed.

City of Carthage, Missouri

PUBLIC SERVICES COMMITTEE

October 21, 2025 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. **Call to Order**
2. **Old Business**
    1. Approval of September 18, 2025 minutes.
3. **Citizen Participation**
    (Citizens wishing to address the Council or Committee should notify the City in advance and provide the item they want to address in written format at least 24 hours before the meeting. Please call Angie Judd at the Parks & Recreation office at 417-237-7035, or email a.judd@carthagemo.gov.)
4. **New Business**
    1. Consider and discuss road names in Municipal Park.
    2. Consider and discuss Route 66 emblem on Kellogg Lake Road.
    3. Consider and discuss Boots Court Visitor's Center operating hours.
    4. Consider and discuss Vision Carthage holiday events.
    5. Consider and discuss dog park fee.
    6. Consider and discuss work release program.
    7. Consider and discuss RFP for golf irrigation pump station.
    8. Consider and discuss RFP for golf chemicals.
    9. Consider and discuss RFP for ash tree removal.
    10. Consider and discuss RFP for tree purchase and planting.
5. **Staff Reports**
    1. Staff reports.
6. **Other Business**
7. **Adjournment**

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

McCune Brooks Regional Hospital Trust

Meeting With Board of Trustees

October 23rd, 2025

12:00 PM

Schmidt Associates Conference Room

1105 Industrial Drive, Carthage, MO.

I.	Call to Order	Joe Ryder
II.	Crosslines	Toni Smith
III.	Approval of August 14th, 2025 Meeting Minutes	Joe Ryder
IV.	UMB 2025 YTD Account Update	Brande Anderson Phil Michaud
V.	Review Grant Applications -3	Joe Ryder
VI.	Financial statement Report & Review	Stan Schmidt
VII.	Set next meeting date for January 15th , 2026	Joe Ryder
VIII.	Adjournment	Joe Ryder

Carthage Water & Electric Plant

AGENDA

Notice is hereby given that the Carthage Water & Electric Plant Board will meet October 23, 2025, 3:00 p.m. at the CWEP Complex, 627 W. Centennial, Carthage. The tentative agenda of the regular meeting includes:

ADDITIONS TO THE AGENDA

APPROVAL OF THE BOARD MINUTES: September 18th, 2025

APPROVAL OF DISBURSEMENTS: September $6,888,555.71

FINANCIAL STATEMENT: September

COMMITTEE REPORTS:

CITIZENS PARTICIPATION PERIOD:

OLD BUSINESS: None.

NEW BUSINESS:

1. Consideration of bids for the Sub 4 Power Transformer & Accessories 2025 Project
2. Consideration of bids for ½-Ton Crew Cab Truck and ¾-Ton Diesel Crew Cab Truck
3. Consideration of Resolution 2025.05: Missouri Highways and Transportation Commission Lighting Maintenance Agreement

STAFF REPORTS

BOARD MEMBER COMMENTS:

Persons with disabilities who need special assistance may call 417-237-7300 or 1-800-735-2466 (TDD via Relay Missouri) at least 24 hours prior to meeting.

Representatives of the news media may obtain copies of this notice by contacting:
Meagan Milliken, P O Box 611 Carthage, MO 64836 417-237-7300

CWEP
BOARD MEETING MINUTES

The Carthage Water & Electric Plant Board met in regular session October 23rd, 2025, 3:00 p.m. at the CWEP Office, 627 W. Centennial, Carthage, MO.

Board:

☒ Brian Schmidt -Vice President	☒ Sid Teel - Secretary
☐ Ron Ross- Member	☒ Tom Garrison – Member
☒ Darren Collier - President	☒ Mark Gier – Member
☒ Jack Perkins - Liaison	

Staff:

☒ Chuck Bryant-General Manager	☒ Jason Choate-Director of Water Services
☒ Cassandra Ludwig-General Counsel	☐ Kelli Nugent/CFO
☒ Jason Peterson-Director of IT & Broadband	☒ Kevin Emery-Director of Power Services
☒ Megan Kirby- Executive Assistant	☒ Stephanie Howard-Economic Development Manager

Others present: Mayor Bren Flanigan; City Councilmember Jana Schramm; Accountant Mandy Bates; Accountant Ben Schwarting; Accountant Jamie Jadwin

President Collier called the meeting to order at 3:00 p.m.

ADDITIONS/CHANGES TO THE AGENDA:

APPROVAL OF MINUTES:

A motion by Gier and seconded by Garrison to approve the minutes as presented of the regular meeting of September 18th, 2025, passed unanimously.

APPROVAL OF DISBURSEMENTS:

A motion by Garrison and seconded by Schmidt to approve disbursements for September in the amount of $6,888,555.71, passed unanimously.

FINANCIAL STATEMENT:

Accountant Ben Schwarting presented the financials to the Board. He reported September had a positive change in net position. Director of Power Services Emery reported operating revenues on the electric side exceeded budget for both the month and year to date and operating expenses were over budget for the month and year to date. Emery reported on Sikeston's error supplying generation data to the Southwest Power Pool and transmission expenses being higher than normal as the big contributers for the month. Director of Water services Choate reported operating revenues for the water department exceeded budget for the month and year to date and operating expenses were under budget for the month and year to date. He also noted on the wastewater side operating revenues exceeded budget for both the month and year to date and operating expenses were under budget for the month. Director of IT & Broadband Peterson noted operating revenues on the communication side exceeded budget for the month and year to date and Operating expenses were under budget for the month.

A motion by Teel and seconded by Schmidt to approve the September 2025 financials passed unanimously.

COMMITTEE REPORTS: None.

CITIZENS PARTICIPATION PERIOD: None.

OLD BUSINESS: None.

NEW BUSINESS:

1. **Consideration of bids for the Sub 4 Power Transformer & Accessories 2025 Project**

General Manager Bryant noted a formal request was issued seeking qualified contractors to construct the Sub 4 Power Transformer & Accessories 2025 Project. Proposals were received from Niagara Power Transformer, LLC in the amount of $1,507,392.00, WEG Transformers USA in the amount of $1,588,100.00, Prolec-GE Waukesha, Inc. in the amount of $1,797,969.00, Power Solutions, LLC in the amount of $1,930,965.00, Hitachi Energy USA Inc. in the amount of $2,058,951.00 and Delta Star, Inc. in the amount of $2,417,532.00.

After a thorough assessment, Niagara Power Transformer, LLC, contingent on negotiation of mutually agreeable Terms and Conditions, met all specifications and requirement requests of Allgeier, Martin and Associates, Inc. on behalf of CWEP and offered the lowest project cost.

A motion by Gier and seconded by Garrison to award this project to Niagara Power Transformer, LLC contingent on negotiation of mutually agreeable terms and conditions in the amount of $1,507,392.00, passed unanimously.

2. **Consideration of bids for ½-Ton Crew Cab Truck and ¾-Ton Diesel Crew Cab Truck**

General Manager Bryant reported proposals were requested for a new 2025 or 2026 ½-ton 4WD crew cab truck for the Operation Technology team, and a 2025 or 2026 ¾-ton 4WD diesel cab truck for the Electric Distribution department. The following proposals were received:

½-ton (Operation Technology)

- Nashville Automotive, LLC **$55,235.00**, 60-day lead time, 2026 Chevrolet
- Nroute Enterprises of Ozark $59,495.00, 120-day lead time, 2026 Chevrolet

¾-ton (Electric Distribution)

- Nroute Enterprises of Ozark **$65,920.00**, 10-day lead time, 2026 Ford
  $72,409.00, 10-day lead time, 2026 Dodge
- Rush Truck Centers of Joplin $65,991.00, 60-day lead time, 2026 Ford
- Premier Auto Sales $69,500.00, 1 week lead time, 2026 Dodge

After evaluating the proposals, the departments determined that the 2026 ½-ton Chevrolet from Nashville Automotive and the 2026 ¾-ton Ford from Nroute Enterprises best meet the specifications while staying below the budgeted amounts.

A motion by Schmidt and seconded by Teel to award the purchase of one 2026 Chevrolet Silberado to Nashville Automotive in the amount of $55,235.00 and one 2026 Ford F-250 to Nroute Enterprises in the amount of $65,920.00, passed unanimously.

3. **Consideration of Resolution 2025.05: Missouri Highways and Transportation Commission Lighting Maintenance Agreement**

General Manager Bryant presented Resolution 2025.05: Missouri Highways and Transportation Commission Lighting Maintenance Agreement to the Board. He noted the adoption of this resolution will allow CWEP to install and maintain lighting improvements located in the right-of-way owned and operated by the Missouri Highways and Transportation Commission at the intersections of Route 571 & Airport Drive; and Route 571 & Elk Street, both located within the city limits of the City of Carthage.

A motion by Garrison and seconded by Schmidt to pass Resolution 2025.05: Missouri Highways and Transportation Lighting Maintenance Agreement, passed unanimously.

STAFF REPORTS:

General Manager Bryant gave an update on CFO Nugent and announced she received some good news. Bryant reported he attended the MPUA Annual Conference and appreciated the participation from a couple of the board members. He noted the Strategic Plan meeting will be held November 12-13th at MPUA in Columbia, MO. He announced a Luncheon will be held on November 14th with a keynote speaker regarding CWEP's core values.

Accountant Ben Schwarting noted the accounting department has been in contact with CFO Nugent and assured the Board they are groomed for the task ahead with Nugent in and out of the office. He reported they will be working on payroll, including insurance adjustments and W-2's are coming up as well. He noted that the final report from Lagers was received, which is one of the final steps of finalizing the audit.

General Counsel and Director of Customer Relations Ludwig reported the RP3 application has been submitted and the results can be expected usually around the end of January or beginning of February time frame. She noted open enrollment was sent out and closed last week. She reported Fall has been a very busy season with many trainings for her staff. She noted Public Power week went very well. She reported it's been a very busy month with community involvement including Football tailgate bucket truck rides; the touch a truck event and the Maple Leaf Chili cook off event. Ludwig announced the Sparkle in the Park Lighting ceremony will be on Monday, November 24th. She continues to work with Kevin and Elvis on a policy regarding the interconnection and billing of solar facilities larger than 100 kW in size.

Director of Water Services reported he attended the Water Coalition meeting yesterday.

Director of It and Broadband services Peterson reported on fiber installations for the month. He reported that the IT team is undertaking a transition from VMware virtualization software to the Proxmox platform. This initiative is aimed at optimizing system performance and achieving a reduction in annual support expenditures

Director of Economic Development Howard reported they had their first site visit at the Carthage Economic Development Park and reviewed the steps it took to get to this stage.

Director of Power Supply Emery reported the Feeder 20 project is progressing, they are working on underground work this week. He noted bids for the Sub 4 69KV circuit switch should go out this week. He noted the SWPA facilities study agreement should be reviewed by the end of the month. He noted CWEP received their 20th Annual Tree-line USA certification.

BOARD MEMBER COMMENTS:

Board Member Gier reported he attended the MPUA Annual Conference and was impressed with the obvious positive presence of CWEP at the conference.

President Collier thanked the staff for all the Public Power Week activities and is looking forward to Sparkle in the Park. He expressed his appreciation to all.

At 4:39 p.m. a motion by Schmidt and seconded by Garrison to adjourn the meeting passed unanimously.

____

President – Darren Collier

____

Secretary – Sid Teel

AGENDA

Planning, Zoning, and Historic Preservation Commission

Thursday, October 23, 2025 5:30 pm

City Hall Chambers

326 Grant St. / Carthage MO 64836

Call to Order

Special Meeting / PZ Work Session

Minutes of Previous Meeting

Public Participation

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

Public Hearing

- No Items

Staff Report

New Business

1. Review and Discuss City Code Section 17-56

Old Business

1. Review and Discuss Draft of Design Guidelines

Next Meeting: Monday, November 3, 2025

Adjourn

Commission Members

Voting Members:	Chairman	Joshua Anderson	1205 S Main	417-793-2196
	Vice Chairman / Secretary	Philip Brown	2533 Theo	417-793-8065
	Member	Robyn Peterson	1131 Grand Ave	417-439-5694
	Member	Torie Bounous	12522 Dogwood Road	417-310-0124
	Member	Rick Stuart	1118 Belle Aire	816-804-2933
	Member	Vacant	Vacant	Vacant
	Member	Matt Smith	1022 E Chestnut	417-437-2281
Non-Voting Members:	Mayor	Bren Flanigan	City Hall	417-237-7003
	City Administrator	Traci Cox	City Hall	417-237-7003
	Councilmember	Derek Peterson	1141 Sheila Ann Drive	417-674-0144
Staff:	Public Works Director	Josiah Bayless	Public Works Department	417-237-7010

AGENDA

Planning, Zoning, and Historic Preservation Commission

Monday, November 3, 2025 5:30 pm

City Hall Chambers

326 Grant St. / Carthage MO 64836

Call to Order

Minutes of Previous Meeting Monday, October 6, 2025

Public Participation

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

Public Hearing

1. Request a Certificate of Appropriateness for the placement of exterior signage at property located at 127 E 3rd St.

Staff Report

New Business

Old Business

1. Review and Discuss Draft of Design Guidelines

Next Meeting: Thursday, November 20, 2025 PZ WORK SESSION

Adjourn

Commission Members

Voting Members:	Chairman	Joshua Anderson	1205 S Main	417-793-2196
	Vice Chairman / Secretary	Philip Brown	2533 Theo	417-793-8065
	Member	Robyn Peterson	1131 Grand Ave	417-439-5694
	Member	Torie Bounous	12522 Dogwood Road	417-310-0124
	Member	Rick Stuart	1118 Belle Aire	816-804-2933
	Member	Vacant	Vacant	Vacant
	Member	Matt Smith	1022 E Chestnut	417-437-2281
Non-Voting Members:	Mayor	Bren Flanigan	City Hall	417-237-7003
	City Administrator	Traci Cox	City Hall	417-237-7003
	Councilmember	Derek Peterson	1141 Sheila Ann Drive	417-674-0144
Staff:	Public Works Director	Josiah Bayless	Public Works Department	417-237-7010

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

POLICE AND FIRE PENSION COMMITTEE
Tuesday, October 28, 2025
11:30 A. M.
City Hall Upstairs Conference Room
Agenda

Old Business

1. Accept the minutes from the previous meeting

New Business

1. Quarterly Report on Investments – Phil Michaud UMB
2. Discuss and Approve Audit ending December 31, 2024
3. Discuss changes to the Investment Policy as recommended by UMB
4. Training Session

Other Business

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.)

Posted _______________

COUNCIL BILL NO. __25-65__ **ORDINANCE NO. ______**

An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute a Contract between the City of Carthage, Missouri and SW Missouri Engineering, LLC for engineering and technical services for the Downtown Sidewalk Improvements project, in the City of Carthage, Missouri.

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

SECTION I: The contract with SW Missouri Engineering, LLC for engineering and technical services for the Downtown Sidewalk Improvements project, attached hereto as Exhibit A and incorporated herein by reference is approved as a contractual obligation of the city of Carthage, Missouri.

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

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

PASSED AND APPROVED THIS _____ DAY OF ______, 2025.

____
David B. Flanigan, Mayor

ATTEST:

____
Miranda Deal, City Clerk

Sponsored by: Public Works Committee

CARTHAGE SIDEWALK CONTRACT FOR ENGINEERING AND TECHNICAL SERVICES

This Agreement entered into this ________ day of __________________ 2025 by and between SW Missouri Engineering, LLC located at 2804 N. Biagio St, Ozark, MO 65721, herein after referred to as "Engineer" and the City of Carthage, Missouri, hereinafter referred to as "City" for furnishing engineering and technical services.

The services will be for the design and construction services of approximately 5,000 lineal feet of sidewalk improvements.

1. SCOPE OF SERVICES

In connection with the above, Engineer will perform the following services:

A. Topographic Survey

i. Engineer will obtain the topographic surveys necessary for the preparation of contract plans for the proposed improvements. Such surveys will include, but not necessarily be limited to:

ii. Acquire deeds, surveys and plats for the right of way and the adjoining properties.

ii. Search for and locate monuments (iron rods, iron pipes, stones, etc) and evidence of possession.

iv. Obtain ground elevations to generate contours at 1-foot intervals on the design area.

v. Locate existing improvements inside of the design area.

vi. Locate existing public utilities from observed evidence together with markings by "Missouri One Call" in the topo corridors.

vii. Establish a benchmark on each site (NAVD 1988)

viii. Prepare the base drawing in ACAD/Civil 3D format for incorporation into design plans.

B. Design, Construction Drawings, and Cost Estimate

i. Engineer will prepare complete and detailed final contract plans for the proposed improvements as previously described. The plans will include, but not be limited to, the following:

ii. Design concrete sidewalk improvements for approximately 5,000 lineal feet as shown in Exhibit "B."

iii. Prepare 30%, 50%, and 90% plans for owner review and approval. Plans will be prepared in accordance with Owner requirements.

iv. Participate and assist in neighborhood meetings and council meeting during project design.

v. Prepare record drawings to reflect field changes when the project is completed.

vi. Engineer will assist the City in obtaining the approval of final agreements with the utility companies and other such public agencies as may be necessary.
vii. Engineer will prepare a complete set of front-end documents and technical specifications for the construction package.
viii. Engineer will provide quantities and a detailed estimate of cost for the work.
iv. Engineer will prepare the notice to contractors for bidding purposes, notify Dodge Reports of the progress of the project, send written notices to a number of contractors qualified to bid on the work, and send written notices to various minority organizations and minority contractors.
x. Engineer will Assist the City in advertising for bids, attend the bid opening, prepare bid tabulations, and assist in analyzing bids and making recommendations with respect to the selection of a qualified contractor for the construction of the work.

C. Construction Services
   i. Engineer will prepare and forward 2 signature sets of Contract Documents to the contractor selected by City.
   ii. Cochran will provide site visits to observe the contractor's progress and quality of work and to determine if the work conforms to the contract documents. The Engineer will accompany owner representatives on visits to the project site as requested.
   iii. Reject work not conforming to the project documents.
   iv. Prepare change orders for issuance by the Owner as necessary and assure that proper approvals are made prior to work being performed.
   v. Review shop drawings and submittals, wage rates, pay applications, and other related items called for in the contract documents.
   vi. Be present during critical construction operations.
   vii. Provide certified field and lab technicians to perform materials sampling and testing.
   viii. Provide lab testing of sampled materials.
   ix. All administrative Time, Project Management, Coordination and Drive Time associated with Services.
   x. Forty-Five (45) trips have been allocated for testing and inspection of the project mentioned above: items of scope are outlined below.
      - Concrete Testing – Air, Slump, Cylinders (5 Cylinder per test) – 30 trips.
      - Observation and General Inspection – (Excavation, Layout, Grade, Cut and Fill, Base, Restoration) – 15 trips
   xi. Engineer will be available for general consultation and interpretation of the plans and specifications during construction.
   xii. Engineer will visit the site a maximum of 4 times and observe the progress of construction at intervals during construction of the project. Such observation is not to be construed as supervision of construction, but is a review of the work for general conformance with contract plans.
   xiii. Engineer will review all shop and working drawings.
   xiv. Engineer will participate in the final inspection and provide Punchlist. (included in the visits mentioned in E-iv).

2. SERVICES NOT INCLUDED

A. Geotechnical/Environmental/Fire Flow/Wetland Studies or Reports
B. Recording and Permit Fees
C. Utility Relocations
D. Utility of Lighting Design
E. Boundary Survey
F. Full Time Construction Inspection
G. Subdivision Platting
H. ALTA/NSPS Land Title Surveys
I. Construction Stakeout
J. Surveyed As-Built Drawings
K. Road Coring
L. Any items not listed in the above scope of work.

3. TO BE PROVIDED BY THE CITY

A. All available pertinent information that it may have in its possession or to which it may have access.
B. A representative to whom Engineer will report and from whom Engineer shall receive instruction and authorization.
C. Right of access to all properties as required during the execution of the work.
D. All necessary resident engineering services.
E. Services of an independent testing laboratory to perform all materials testing necessary for control of the project during the construction phase.
F. Title work necessary for easement or property acquisition.

4. TO BE PROVIDED BY ENGINEER

A. The services of all professional and technical personnel required for the performance of the services described under Scope of Work.
B. Up to 2 copies of the construction plans and specifications for the project.

5. TIME OF PERFORMANCE

A. The services of Engineer are to commence upon the signing of the contract, and the final contract plans and documents will be available, ready for advertising for bids, within 300 days after receipt of notice to proceed.
B. Construction services shall be provided at such time as may be required.

6. COMPENSATION

A. The City will compensate Engineer for the work specified above as follows:
   i. For all work and services described in the Scope of Services, the lump sum fees shall be **Seventy-Three Thousand Six Hundred ($73,600.00)** for design services and **Thirty-Seven Thousand Two Hundred ($37,200.00)** for construction administration, inspection, and testing services.
   ii. This cost shall constitute complete compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Work.

Ms. Miranda Deal City of Carthage
Proposal – Carthage Downtown Sidewalk Rehab
September 28, 2025

7. **METHOD OF PAYMENT**

Payment to Engineer for services under Scope of Work will be made monthly based on the percentage of work completed during the preceding month and will, in every case, be supported by a suitable invoice.

8. **SPECIAL CONDITIONS**

This contract is subject to and incorporates the provisions attached hereto as Exhibit A, the Regulations of the Department of Housing and Urban Development relative to Contracts for Community Development, Part II, General Terms and Conditions, and Cochran Standard Terms and Conditions.

9. **ACCEPTANCE**

If this contract meets with your approval, please indicate your acceptance by signing this proposal and returning one signed copy.

Submitted by:

Engineer Name: Timothy Schove **Attest:** Morgan Page

Timothy Schove SW Regional Manager Morgan Page Administrative Assistant

Name and Title *Name and Title*

City: **Attest:**

Name and Title *Name and Title*

EXHIBIT A

CONTRACT FOR ENGINEERING SERVICES TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Contract shall, at the option of the Owner, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

   Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the Owner from the Consultant is determined.

2. Termination for Convenience of the Owner. The Owner may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the Owner as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.

3. Changes. The Owner may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Owner and the Consultant, shall be incorporated in written amendments to this Contract.

4. Personnel.

   a. The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

   b. All of the services required hereunder will be performed by the Consultant or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

   c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Owner. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the Owner thereto. Provided, however, that the claims for money by the Consultant from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Owner.

6. Reports and Information. The Consultant, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertainingto the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Owner to assure proper accounting for all project funds, both Federal and non- Federal shares. These records will be made available for audit purposes to the Owneror any authorized representative, and will be retained for five years after the expiration of this Contract unless permission to destroy them is granted by theOwner.
8. Findings Confidential. All of the reports, information, date, etc. prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Owner.
9. Copyright. No report, maps, or other documents produced in whole or in part underthis Contract shall be the subject of an application for copyright by or on behalf of the Consultant.
10. Compliance with Local Laws. The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Consultant shall save the Owner harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees as follows:
    a. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause.
    b. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
    c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
    d. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Consultant's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.

g. The Consultant will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204, Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Owner, the Consultant may request the United States Government to enter into such litigation to protect the interests of the United States.

12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

13. Section 109(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. Section 503 of the Rehabilitation Act of 1973, as amended, provides for the nondiscrimination in contractor employment. All recipients of Federal funds must certify to the following through all contracts issued.

15. Affirmative Action for Handicapped Workers.

a. The consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The consultant agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b. The consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the consultant's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants andemployees.

e. The consultant will notify each labor union or representative of workers, if applicable, with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by terms of Section 503of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f. The consultant will include the provisions of this clause in every subcontract, if applicable, or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The consultant will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action fornoncompliance.

16. Section 504 of the Rehabilitation Act of 1973, as amended, provides fornondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

17. Age Discrimination Act of 1975. No person in the United States, on the basis of age, shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

18. Authorized Employees. Consultant acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Consultant therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the UnitedStates.

19. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.

20. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.

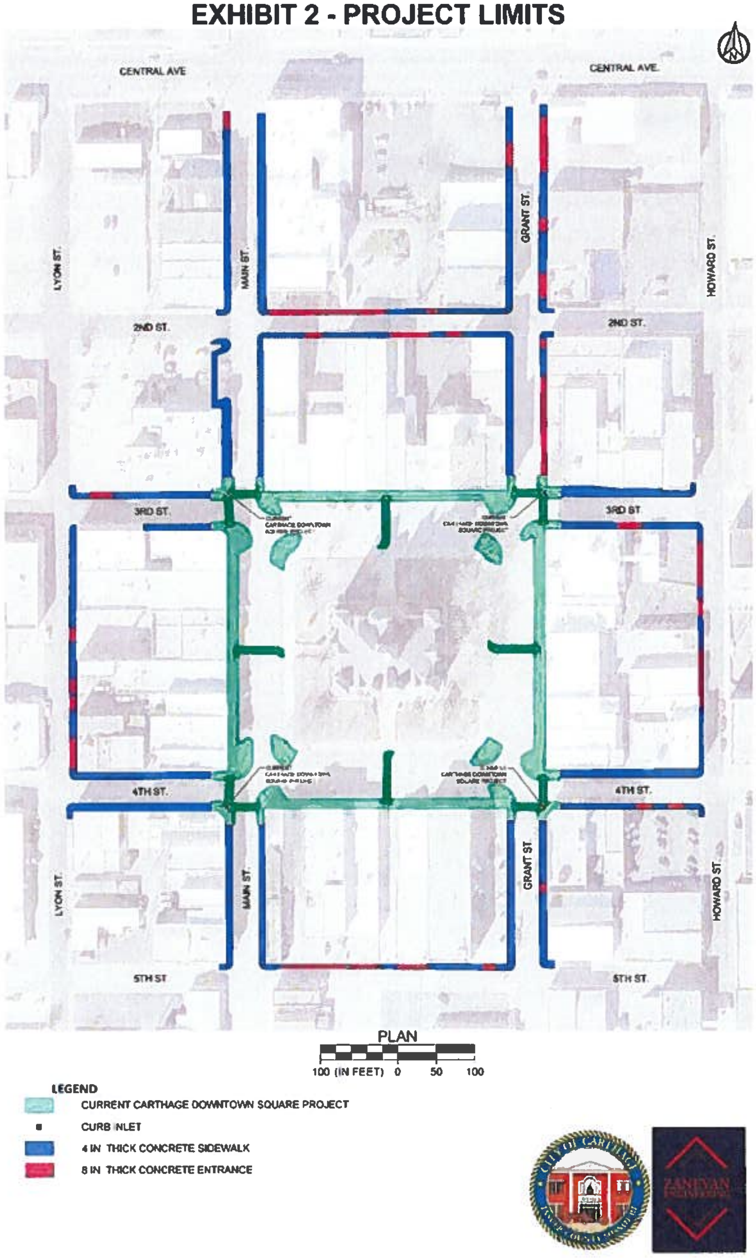
21. Interest of Consultant and Employees. The Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall beemployed.

22. Anti-Discrimination against Israel Act: Contractor acknowledges that Section 34.600, RSMo, prohibits any contractor with ten or more employees on a contract worth $100,000 or more from engaging in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel.

Ms. Miranda Deal City of Carthage
Proposal – Carthage Downtown Sidewalk Rehab
September 28, 2025

Exhibit B

EXHIBIT 2 - PROJECT LIMITS



COCHRAN STANDARD TERMS AND CONDITIONS

1. Unless expressly stated in the attached proposal letter ("Proposal"), the Proposal must be accepted in writing within thirty days or the Proposal is void and unenforceable.
2. The acceptance of the Proposal is conditioned upon these Terms and Conditions and the terms of the Proposal, which shall be the only terms and conditions applicable to any agreement between Cochran and Client. Requesting performance of the work by Cochran, sending a notice to proceed with the work, or an acknowledgment of the Proposal by the issuance of a purchase order by Client, notwithstanding any terms additional to or different from those contained herein, shall be deemed to be an acceptance of these Terms and Conditions by Client.
3. The Proposal and these Terms and Conditions constitute the entire agreement ("Contract") between Cochran and the Client for the services identified in the Proposal. All prior proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference. Any terms contained in any communication from Client which are inconsistent with the Contract shall not be binding upon Cochran.
4. Cochran may submit invoices on not less than a monthly basis. Cochran's invoices are due and payable within fifteen (15) days of the submission of each invoice. Interest will accrue at the rate of one and one-half percent (1.5%) per month on all unpaid invoices from the date payment was due. In the event that Client disputes an invoice, Client will pay the undisputed portion of the invoice and provide a written explanation to Cochran of the basis for Client's dispute. If Client fails to pay in full any of Cochran's invoices, Cochran may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. Client's failure to pay any of Cochran's invoices in full shall be considered a material breach of this Contract.
5. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for Cochran's fees for basic and additional services. Reimbursable expenses shall include, but are not limited to: Client-authorized out-of-town travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses.
6. This Contract is binding upon the heirs, successors and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.
7. Nothing in this Contract is intended to create any enforceable third party rights against Client or Cochran.
8. Cochran will perform all of its services consistent with that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Cochran's profession working in the same locale.
9. If, and to the extent that Cochran's scope of work includes construction phase services, any such services shall be provided in accordance with and governed by the applicable terms of AIA Document A201 General Conditions of the Contract for Construction, 2007 Edition ("General Conditions") If there is a conflict between the General Conditions and this Contract, this Contract will control.
10. When making any interpretation or decision as required by the General Conditions, Cochran will not show partiality to any party, and shall not be liable for interpretations or decisions rendered in good faith.
11. Cochran has no responsibility or obligation to supervise or direct the work activities of the Client's employees and representatives, or any construction contractors, sub-contractors or any of their employees, or other persons not employed by Cochran.
12. Cochran will abide by any job-site safety programs identified in writing by the Client but will not be responsible for job-site safety of any persons not directly employed by Cochran.
13. Cochran has no responsibility or obligation with respect to the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees.
14. Cochran is not responsible for the failure of any contractor to perform work properly and in accordance with any applicable documents, plans, specifications, codes or standards.
15. Cochran is not responsible for the identification of unsafe conditions, nor for the identification, handling, or removal of hazardous and/or toxic substances found on or brought to the site. Prior to the start of work, the Client shall disclose and identify in writing to Cochran, to the best of Client's knowledge, all hazardous and/or toxic substances located on the site. Client agrees to defend, indemnify and hold Cochran harmless from and against all claims, demands and liabilities of any kind or nature resulting from any hazardous and/or toxic substances that are found on the site and which were not identified by Client – even if not known by Client.
16. Cochran will have no obligation to commence its work until receipt of a written notice-to-proceed from Client and all other information required to be provided by Client. Cochran shall complete its work within any time limits identified in the Proposal. Cochran shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond Cochran's reasonable control. In no event will Client be entitled to any costs, losses, expenses or damages (including, but not limited to, claims or damages attributable to home office overhead costs, loss of profits, loss of business opportunities and/or additional financing costs) as a result of any delay caused or attributable to Cochran.

17. Cochran and Client waive any and all claims against each other for consequential, indirect, incidental and special damages arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work; including, but not limited to, lost profits, loss of business, financing costs, extended home office overhead and similar types of damages.
18. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.
19. If the Contract is terminated for any reason not attributable to Cochran, Client will pay for the work performed by Cochran up to the date of termination plus all of Cochran's costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.).
20. In the event that there are any changes in applicable laws, codes or regulations after the Contract is executed that result in the need for Cochran to perform additional services and/or incur additional costs, Client shall pay Cochran for said services and costs at the rates set forth in the Proposal.
21. All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall remain the property of Cochran, and Cochran shall retain all rights to the same, including copyrights, and they may be used by the Client only for the project identified in the Proposal. In the event of the termination of this Contract, the Client shall return the Instruments of Service to Cochran, and the Instruments of Service may not be used by the Client or a third party to complete the project without the written consent of Cochran.
22. Client and Cochran waive all rights against each other, any contractors and other professionals, and any of their respective consultants, contractors, suppliers, subcontractors, agents and employees, for damages caused by perils to the extent covered by insurance, except such rights as they may have to the insurance proceeds.
23. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri.
24. Any claims, disputes, or other matters in question arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, at Cochran's sole election and discretion, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA. A demand for arbitration must be made within a reasonable time, and before the expiration of the applicable statute of limitations. Unless it consents in writing, Cochran may not be joined in any other arbitration involving the same project. The arbitration shall be held where the project is located.
25. In the event of any dispute, claim, arbitration or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and court costs at the trial and all appellate levels; including costs and fees related to collection efforts. Determination of which party prevailed shall be made by the judge or arbitrator(s). The determination shall be made by reviewing the claims resolved at trial or arbitration (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages or obtaining relief and comparing that result to the relief and/or damages requested by that party at the trial or arbitration. If that party received less than 50% of the relief and/or damages it sought, then the other party prevailed. If that party receives more than 50% of the relief and/or damages it sought, then it prevailed. The judge or arbitrator(s) may consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge or arbitrator(s) may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as they deem appropriate. In making the determination of which party prevailed, the judge or arbitrator(s) shall take into consideration any settlement offers or demands made prior to trial or arbitration.
26. **THE TOTAL LIABILITY OF COCHRAN AND ANY OF COCHRAN'S CONSULTANTS FOR ANY ACTIONS,DAMAGES, CLAIMS, DEMANDS, JUDGMENTS, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT OR ARBITRATION COSTS AND FEES) ARISING OUT OF OR RESULTING FROM COCHRAN'S OR ITS CONSULTANTS' NEGLIGENT ACTS, ERRORS, OMISSIONS OR BREACHES OF CONTRACT IS LIMITED TO THE LESSER OF THE CONTRACT PRICE OR THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY COCHRAN AND AVAILABLE TO PAY SAID CLAIM. THIS LIMITATION OF LIABILITY IS APPLICABLE TO ALL CLAIMS THAT MAY BE ASSERTED AGAINST COCHRAN OR ITS CONSULTANTS ARISING OUT OF OR RELATING TO THE PROJECT OR THIS CONTRACT, WHETHER THE CLAIMS ARISE IN CONTRACT, TORT, STATUTE, OR OTHERWISE.**

STATE OF MISSOURI)
) ss
COUNTY OF Franklin)

AFFIDAVIT

(as required by Section 285.530, Revised Statues of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,

a. with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
b. with respect to a result of the person's conduct when the person is aware that theperson's conduct is practically certain to cause thatresult.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared

Christopher N. Boone, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Christopher N. Boone and I am currently the President of SW Missouri Engineering, LLC dba Cochran (hereinafter "Contractor"), whose business address is 2804 N. Biagio Street, Ozark, MO 65721 "and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following servicescontracted between Contractorand City of Carthage
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant sayeth not.

[signature]

Affiant

Subscribed and sworn to before me this 22nd day of September 2025

Commission #

[signature] Jill Elbert

JILL ELBERT
MY COMMISSION EXPIRES 7-16-2029
NOTARY SEAL
#13403343
FRANKLIN COUNTY
NOTARY PUBLIC STATE OF MISSOURI

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the SW Missouri Engineering, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee’s E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee’s perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer’s E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee’s E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1218082

Approved by:

Employer	
SW Missouri Engineering, LLC	
Name (Please Type or Print) Jill Elbert	Title
Signature Electronically Signed	Date 08/01/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/01/2017

Company ID Number: 1218082

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	SW Missouri Engineering, LLC
Company Facility Address	2804 N. Biagio Street Ozark, MO 65721
Company Alternate Address	530A East Independence Drive Union, MO 63084
County or Parish	CHRISTIAN
Employer Identification Number	822087027
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 1218082

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI	1 site(s)

Company ID Number: 1218082

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Jill Elbert
Phone Number	(417) 595 - 4108
Fax Number	(417) 595 - 4109
Email Address	jill@cochraneng.com

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Downtown Sidewalk Improvements
Carthage, MO
Project No. SW25___
09-29-25

Phase	Start Date	Completion Date	Duration (Days)	Comments
Contract Signed	11/06/25	11/06/25		May require more time for CDBG review and approval
Topographic Survey	11/06/25	11/20/25	14	Work with city on void locations
Preliminary Plans	11/20/25	02/15/26	87	Update exhibit and cost estimate for revised work area
Neighborhood Meeting	02/19/26	02/19/26		Get input from residents
60% Plans	02/19/26	03/19/26	28	May require more time for City Review
Council Meeting	03/10/26	03/10/26		Presentation to City Council
90% Plans	03/19/26	05/10/26	52	
Out To Bid	05/14/26	06/16/26	33	
Council/CDBG Approval	06/23/26	07/14/26	21	May require more time for CDBG review and approval
Notice to Proceed	07/27/26	07/27/26		
Construction	07/27/26	**10/01/26**	66	**No Construction Allowed Month of October**
Construction	11/01/26	01/31/27	91	

COUNCIL BILL NO. ___25-66___ **ORDINANCE NO. ______**

An Ordinance authorizing the Mayor to enter into an Agreement with Lakeland Office Systems for a 5-year lease for printers throughout City departments, in the City of Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into an Agreement with Lakeland Office Systems for a 5-year lease for printers throughout City departments, 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: Budget Ways and Means Committee

LFS LEASE FINANCE SERVICES

PREFERRED LEASING PARTNER OF Lakeland OFFICE SYSTEMS INC.

LFS LEASE AGREEMENT

REMITTANCE ADDRESS: 10550 HWY 69 SOUTH • MIAMI, OK 74354
toll free: (800) 798-8606 • *fax:* (918) 540-2480

AGREEMENT DATE	

CUSTOMER NAME (COMPANY LEGAL NAME)				PHONE	
City of Carthage, Missouri				(417) 237-7000	
BILLING ADDRESS	CITY	COUNTY		STATE	ZIP
326 Grant Street	Carthage	Jasper		MO	64836
EQUIPMENT ADDRESS(ES)	CITY	COUNTY		STATE	ZIP
326 Grant Street	Carthage	Jasper		MO	64836

QUANTITY	SERIAL NUMBER	MAKE/MODEL DESCRIPTION	NO. OF PMTS	PAYMENT AMOUNT (PLUS APPLICABLE TAXES)
5	See Attached Schedule A for specific serial numbers and Dept locations	Lexmark XM3350 Monochrome MFP	60	$964.89
5		SHARP BP-70C31 Full Color MFP		
2		SHARP BP-70M31 Monochrome MFP		

FIRST & LAST PMT		SECURITY DEPOSIT			TOTAL DUE AT SIGNING	TERM	END OF TERM PURCHASE OPTION	PMT FREQUENCY
$0	+	$0	+	=	$0	60 months	FMV	Monthly
						(IN MONTHS)	FMV, $1.00, 10% or Other	Monthly, Quarterly, Semi-annual or Other

THIS AGREEMENT IS EFFECTIVE ONLY UPON SIGNING BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

ACCEPTED BY LFS, LLC	AUTHORIZED CUSTOMER SIGNATURE
By:	By: X
Title: Managing Member Date:	Printed Name:
	Title: Date:

TERMS AND CONDITIONS

1. AGREEMENT: Customer leases from Lakeland Financial Services, LLC (or "LFS" or "LFS, LLC") all the equipment described above (the "Equipment"). Customer agrees to pay to LFS the payments specified under "Number and Amount of Payments" above and (b) such other amounts permitted hereunder as invoiced by LFS ("Payments"). A late payment fee of the greater of 10% of the late amount or $10 will be due if a Payment is late. The term of this Agreement shall commence on the date the Equipment is accepted by Customer. Customer's execution of the Acceptance Certificate, or Customer's provision to LFS of other written confirmation of its acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer. If Customer has not, within ten (10) days after delivery of the Equipment, delivered to LFS written notice of non-acceptance of any of the Equipment, specifying the reasons therefore and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted the Equipment. After acceptance of the Equipment, Customer shall have no right to cancel this Agreement, revoke acceptance or return the Equipment to LFS prior to the end of the scheduled term of this Agreement for any reason whatsoever. This lease is a net lease. Payments shall be made without set-off or deduction, even if the Equipment malfunctions. Customer authorizes LFS to adjust the payment and purchase option amounts stated above by up to 15% if the actual cost of the Equipment exceeds the supplier's estimate on which such amounts were based. Customer agrees to pay any applicable taxes, expenses, charges and fees imposed upon LFS or Customer with respect to the Equipment, the Payments or the Customer's performance or non-performance hereunder and shall reimburse LFS for the same plus processing fees (collectively, "Costs"). LFS may, but need not, apply "Security Deposits" or "Advance Payments" (neither of which shall earn interest unless required by law) to any amount in default and Customer shall promptly restore such amounts applied. Security Deposits and Advance Payments shall not be refunded to Customer until all obligations hereunder are discharged in full.

2. NAME; OFFICES: Customer's legal name (as set forth in its constituent documents) is as set forth on the signature page hereof. Customer will notify LFS of any legal name change, and or location change of its chief executive office or corporate structure (including its jurisdiction of organization) within 30 days' thereof. Upon request, Customer will deliver copies of state-certified constituent documents to LFS.

3. WARRANTIES: CUSTOMER ACKNOWLEDGES THAT LFS IS NOT A MANUFACTURER OF THE EQUIPMENT AND AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. ANY REPRESENTATION OR WARRANTY OF ANY KIND MADE BY LFS, EXPRESS OR IMPLIED WITH RESPECT TO THE EQUIPMENT, INCLUDING SPECIFICALLY ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS SEPARATE FROM AND NOT PART OF THIS AGREEMENT. LFS shall not be liable for consequential, special, indirect or punitive damages. Any warranty with respect to the Equipment made by the dealer, supplier or manufacturer is separate from and is not a part of this Agreement and LFS assigns such warranties, if any, to Customer. Customer warrants that the Equipment will not be used for personal, family or household purposes

4. MAINTENANCE: ALTERATIONS; LOSS: Customer will keep and maintain the Equipment in good working order and shall at Customer's expense, supply and install replacement parts and accessories when required to maintain the equipment. Any such changes or substitutions shall be the property of LFS and shall be deemed Equipment. Effective upon delivery to Customer, Customer shall bear the entire risk of any loss, theft of, or damage to the Equipment. No such loss, theft, or damage shall relieve Customer of any obligation under this Agreement.

5. DEFAULT: If Customer fails to pay LFS, LFS will have the right to exercise any one or all of the following remedies in any order: (a) sue Customer for all past due Payments, ALL PAYMENTS TO BECOME DUE IN THE UNEXPIRED TERM, the Purchase Option amount set forth above and any other Costs (collectively the "Remaining Lease Balance"), (b) repossess the Equipment; and (c) re-sell the Equipment and recover any deficiency. LFS (i) may sell the Equipment after preparing it or not, (ii) may disclaim warranties of title and the like, and (iii) may comply with applicable law, and these actions shall be deemed commercially reasonable. In the event the Equipment is not available for sale, the Customer shall be liable for the Remaining Lease Balance. Customer will also pay for LFS's reasonable court costs and attorney fees.

6. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT. NOR SHALL CUSTOMER SUBLET OR LEND ANY ITEM OF EQUIPMENT. LFS may pledge or assign this Agreement. Customer agrees that the rights of the new owner will not be subject to any claims, defenses, or setoffs that Customer may have against LFS.

7. PURCHASE OPTION: (A) END OF TERM PURCHASE OPTION. If Customer wishes to purchase the Equipment, Customer shall give LFS 60 days prior irrevocable written notice that it will purchase all the Equipment at the purchase option price indicated herein plus any Costs. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon 60 days irrevocable written notice purchase all the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value plus Costs. "Fair Market Value" shall be LFS's retail price when Customer purchases the Equipment. Equipment purchases shall not be permitted if a default is continuing. Equipment purchases shall be "AS-IS WHERE-IS" without warranty, except for title.

8. RENEWAL; RETURN: This Agreement automatically renews under the same terms and conditions on a month to month basis if Customer fails to give LFS 60 days prior written notice of its intent to purchase or return the Equipment before the end of any term. Unless this Agreement automatically renews or Customer purchases the Equipment, Customer shall return the Equipment on the day the Agreement terminates in good operating condition excluding normal wear and tear at Customers sole cost and expense to a location specified by LFS.

9. MISCELLANEOUS: THIS AGREEMENT SHALL BE GOVERNED BY OKLAHOMA LAW. ANY ACTION BETWEEN CUSTOMER AND LFS SHALL BE BROUGHT IN A COURT LOCATED IN THE COUNTY OF OTTAWA, OKLAHOMA, PROVIDED THAT LFS AT ITS SOLE OPTION MAY BRING ANY SUCH ACTION IN A COURT WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER AND LFS EACH IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS. LFS may accept a facsimile or other electronic transmission of this Agreement and acceptance certificate as an original. Customer agrees to reimburse LFS for and to defend LFS against any claim for losses or injury caused by the Equipment both before and after termination of this Agreement.

10. UCC: Customer authorizes LFS to file any form of financing or continuation statements and amendments thereto. CUSTOMER AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND THAT LFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT OF NOTICE THEREOF. If this Agreement is determined not to be a true lease, Customer grants LFS a security interest in the Equipment.

ACCEPTANCE CERTIFICATE

To: LFS, LLC

The Customer certifies that (a) the Equipment referred to in the above Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by the Customer and is in good operating order and condition and is, in all respects, satisfactory to the Customer, and (d) the Equipment is irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

SIGNATURE: X ____________________ **PRINTED NAME:** ____________________

TITLE (if any): ____________________ **DATE:** ____________________

Schedule A
City of Carthage, Missouri
dated _______ ____, 2025

Model	Equip ID#	Serial #	Dept/Location
Lexmark XM3350			City Hall
Lexmark XM3350			Police Dept
Lexmark XM3350			Police Dept
Lexmark XM3350			Fire 1
Lexmark XM3350			Fire 2
SHARP BP-70C31			City Hall
SHARP BP-70C31			Police Dept
SHARP BP-70C31			Public Works
SHARP BP-70C31			Parks
SHARP BP-70C31			Golf Course
SHARP BP-70M31			City Hall
SHARP BP-70M31			Police Dept

COUNCIL BILL NO. __25-67__ **ORDINANCE NO. ______**

An Ordinance authorizing the Mayor to enter into an Agreement with Lakeland Office Systems for printer service and maintenance, in the City of Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into an Agreement with Lakeland Office Systems for printer service and maintenance, 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: Budget Ways and Means Committee

Lakeland OFFICE SYSTEMS

MAINTENANCE - SERVICE AGREEMENT

DATE: ______________, 2025	SERVICE COMMENCEMENT DATE: ____________,2025

PLEASE NOTE: THE TERMS AND CONDITIONS ON PAGE TWO ARE PART OF THIS AGREEMENT

The customer acknowledges that they have read this agreement, understand it, and agrees to be bound by its terms and conditions. Further, the Customer agrees that it is the complete and exclusive statement of the Agreement between the parties which supersedes all proposals or prior Agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

Customer hereby orders Lakeland Office Systems, Inc. and Lakeland Office Systems, Inc. agrees to provide such service on the equipment listed on the face of this Agreement.

CUSTOMER NAME: **City of Carthage, Missouri**	CUST#:	EQUIP#: **see schd A**
ADDRESS: **326 Grant Street**	CITY, STATE: **Carthage, MO**	ZIP: **64836**
PHONE: **(918) 527-4700** FAX:	EMAIL: **m.keith@carthagemo.gov**	

MODEL/SERIAL #: **See Schedule A**

ACCESSORIES INCLUDED:

TERM OF AGREEMENT (MONTHS): **12**

MAINTENANCE CHARGE OF: **CPC**

☒ Per Month ☐ Per Quarter ☐ Per Year

BEGINNING METER READINGS

B/W:		
Color:		

INCLUDES: **CPC** **B&W copies (pages)**

☒ Per Month ☐ Per Quarter ☐ Per Year

OVERAGE BILLED AT: **Lexmark .0125** **For B&W copies (pages)**

Sharp .007

☒ Per Month ☐ Per Quarter ☐ Per Year

INCLUDES: **CPC** **Color copies (pages)**

☐ Per Month ☐ Per Quarter ☐ Per Year

BILLED AT: **Sharp .05** **For COLOR copies (pages)**

☒ Per Month ☐ Per Quarter ☐ Per Year

AGREEMENT COVERAGES - *COPIERS*

☒	**FULL COVERAGE (INCLUDES TONER)**	Includes all parts, labor, trip charges, drum, toner, developer and stated base copies/prints. **Excludes paper, staples, and additional charges for copies/prints in excess of stated base copies/prints allowed.**
☐	**SERVICE COVERAGE (EXCLUDES TONER)**	Includes all parts, labor, trip charges, drum, and stated base copies/prints. **Excludes all toner, developer, starter cleaning webs, paper, staples, and additional charges for copies/prints in excess of stated base copies/prints allowed.**

X _______________________ / /2025

CUSTOMER SIGNATURE/TITLE DATE LOS APPROVED FOR SERVICE

RETURN TO: Lakeland Office Systems, Inc. • P.O. Box 1029 • Miami, OK 74355-1029

ACCEPTANCE

Acceptance of this agreement by Lakeland Office Systems, Inc., herein after referred to as LOS, is contingent upon the absence of any mathematical error and upon consistency with LOS's then current prices. Unless the Customer is advised to the contrary within 15 days from the signing of this Agreement, this Agreement is accepted by LOS as written, and is in full force and effect on the date signed by LOS. It is understood that the equipment covered by this Agreement is in good condition at time of acceptance of Agreement This Agreement shall not be deemed in force and operable until accepted and approved by a LOS Corporate officer. By providing mailing address, email address, telephone number and fax number I consent to receive communications sent by or on behalf of LOS by way of the U.S. mail, email, telephone, or fax. I understand that in accordance with this privacy statement, LOS will not share any of the below information with any outside organizations. I understand that I may revoke this consent by contacting LOS in writing and allowing them 30 days to change my status.

TERM

This Agreement will remain in force from service commencement date until expiration of agreed term listed on front of document, and will automatically renew without thirty day prior written notice. The Customer cannot terminate this Agreement or withdraw any machine from this Agreement without written consent from LOS and may forfeit all or some of contract price. LOS reserves the right to increase contract charges on an annual basis.

SERVICE AVAILABILITY

LOS will provide service availability during LOS's normal business hours while the machine is located at the address on the face of this Agreement. This service to keep the machine(s) in good working order includes maintenance based upon the specific needs of the individual machine as determined by LOS, and unscheduled, on call remedial maintenance. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by LOS. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of LOS. Service provided under this Agreement does not assure uninterrupted operation of the machine(s).

CHARGES

The customer agrees to pay the Maintenance Charge as shown on the face of this Agreement in accordance with the current practice then in effect, from the Service Commencement Date up to, but not including the first day of the Renewal Month.

If the Customer requests service to be performed at a time outside LOS's normal business hours, there will be no additional charge for maintenance parts; however, the service, if available, will be furnished at LOS's applicable hourly rates and term then in effect.

Changes in machine specifications may result in an adjustment of the Service Charge. Such adjustment will become effective upon the installation of the specification change.

Customer agrees to;

a) Provide LOS with meter readings as needed and to accept estimated meter readings based on service history for billing purposes.
b) Pay additional .0025 cents per scan.
c) Expenses incurred for supplies consumed in the course of service performed, damaged or misused by the customer or LOS technical personnel are non-recoverable and replenishment of such supplies is the sole responsibility of the customer.

TAXES

In addition to the charges due under this Agreement, the Customer agrees to pay amount equal to and taxes resulting from this Agreement, or any activities hereunder, exclusive of taxes based upon net income.

INVOICING

The Service Charge and Zone Charge, if any, will be invoiced in advance. Payment shall be due within 10 days after the date of the invoice. All other charges due hereunder are payable as specified in the invoice. The Service Charge and Zone Charge, if any, for a partial month's service will be prorated on the basis of a 30 day month.

EXCLUSIONS

Service provided by LOS under this Agreement does not include:

a) repair of damage or increase in service time caused by failure to continually provide a suitable installation environment with all facilities prescribed by LOS including, but not limited to, the failure of adequate electrical power, air conditioning or humidity control.
b) repair of damage or increase in service time caused by the use of the machines for other than ordinary use for which designed.
c) repair of damage or increase in service time caused by the use of supplies that do not meet OEM specifications.
d) repair of damage or increase of service time caused by; accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation; neglect or misuse; alterations, which shall include, but not be limited to, any deviation from said machines original physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnection to said machine or no LOS equipment and devices, not supplied by LOS.
e) furnishing supplies (as designated by LOS) or accessories, painting or refinishing the machine(s) or furnishing material therefore inspecting altered machine(s), making specification changes or performing services connected with relocation of machine(s), or adding or removing accessories, attachments or other devices.
f) electrical work external to the machines or maintenance of accessories, alterations, attachments or other devices not furnished by LOS, and such service which is impractical for LOS to render because of alterations in, or attachments to the machines.
g) circuit board failures, print boards, fax boards, & scanner boards, unless an LOS approved surge protection device is installed in line with the listed equipment.
h) replacement or repair of any external network devices; to include, but not to be limited to; software, OS software, drivers, updates, cabling or hardware outside of the equipment under contract that was NOT a part of the original installation of the covered device. Service if available will be furnished at LOS's applicable Networking Services hourly rates and terms then in effect.
i) network changes or modifications made on clients' network system, by the client, that alter or inhibit the operation of the serviced equipment. Service to restore full functionally to the serviced equipments network applications, if available, will be furnished at LOS's applicable Networking Services hourly rates and terms then in effect.

ACCESS TO MACHINES

LOS shall have full and free access to the machine(s) to provide service thereon.

If person other than LOS representatives shall perform maintenance or repair of a machine, and as a result further repair by LOS is required, such further repairs will be made at LOS's applicable time and material rates and terms then in effect. If such additional repair is required, LOS may withdraw the machine from this Agreement upon 30 days prior written notice to the Customer following any repetition of the need for additional repair of such machine caused by non LOS service activity.

DISCLAIMER AND LIMITATION OF LIABILTIY

In no event will LOS be liable for lost profits, or other consequential damages, even if LOS has been advised of the possibility of such damages or for any claim against the customer by any other party.

GENERAL

Subject to the terms of the following paragraph, LOS may modify the terms and conditions of this Agreement effective on the Renewal Month by providing the Customer with one month's prior written notice.

Any such modification will apply unless the Customer exercises the option to terminate this Agreement or withdraw the machine(s) affected by such modifications. Otherwise, this Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and LOS and variance from the terms and conditions of this Agreement in any customer order or other written modification will be of no effect.

LOS's services provided outside the scope of this Agreement will be furnished at LOS'S -applicable time and material rates and terms, then in effect.

LOS is not responsible for failure to render service due to causes beyond its control.

Either party may withdraw any machine or all machines from this agreement for failure of the other to comply with any of its terms and conditions, including withdrawal of any individual machine by LOS when the customer is in default for payment of service not covered under this Agreement, when such service was provided by LOS for that machine.

No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, or, in the case of nonpayment, more than two years from the date of the last payment.

This Agreement will be governed by the laws of the states in which we operate.

Service is our business!!! This contract is a commitment to your business from our business. Have questions? Call us at (800) 798-8606 or e-mail us at dispatch@lakelandoffice.com

Schedule A
City of Carthage, Missouri
dated ________ _____, 2025

Model	Equip ID#	Serial #	Dept/Location
Lexmark XM3350			City Hall
SHARP BP-70C31			City Hall
SHARP BP-70C31			Police Dept
SHARP BP-70C31			Public Works
SHARP BP-70C31			Parks
SHARP BP-70C31			Golf Course
SHARP BP-70M31			City Hall
SHARP BP-70M31			Police Dept

Lakeland OFFICE SYSTEMS

MAINTENANCE - SERVICE AGREEMENT

DATE: ______________, 2025	SERVICE COMMENCEMENT DATE: ______________,2025

PLEASE NOTE: THE TERMS AND CONDITIONS ON PAGE TWO ARE PART OF THIS AGREEMENT

The customer acknowledges that they have read this agreement, understand it, and agrees to be bound by its terms and conditions. Further, the Customer agrees that it is the complete and exclusive statement of the Agreement between the parties which supersedes all proposals or prior Agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

Customer hereby orders Lakeland Office Systems, Inc. and Lakeland Office Systems, Inc. agrees to provide such service on the equipment listed on the face of this Agreement.

CUSTOMER NAME: **City of Carthage, Missouri (PD & FIRE)**	CUST#:	EQUIP#: **see schd A**
ADDRESS: **326 Grant Street**	CITY, STATE: **Carthage, MO**	ZIP: **64836**
PHONE: **(918) 527-4700** / FAX:	EMAIL: m.keith@carthagemo.gov	
MODEL/SERIAL #: **Lexmark XM3350 x 4 (Fire 1& 2 / PD Jail & RR)**		
ACCESSORIES INCLUDED:		

BEGINNING METER READINGS

B/W:		
Color:		

TERM OF AGREEMENT (MONTHS): **12**

MAINTENANCE CHARGE OF: **$80.00**

☒ Per Month ☐ Per Quarter ☐ Per Year

INCLUDES: **1,600 Each** **B&W copies (pages)** ☒ Per Month ☐ Per Quarter ☐ Per Year	OVERAGE BILLED AT: **0.0125** **For B&W copies (pages)** ☒ Per Month ☐ Per Quarter ☐ Per Year
INCLUDES: **N/A** **Color copies (pages)** ☐ Per Month ☐ Per Quarter ☐ Per Year	BILLED AT: **N/A** **For COLOR copies (pages)** ☒ Per Month ☐ Per Quarter ☐ Per Year

AGREEMENT COVERAGES - *COPIERS*

☒	**FULL COVERAGE (INCLUDES TONER)**	Includes all parts, labor, trip charges, drum, toner, developer and stated base copies/prints. **Excludes paper, staples, and additional charges for copies/prints in excess of stated base copies/prints allowed.**
☐	**SERVICE COVERAGE (EXCLUDES TONER)**	Includes all parts, labor, trip charges, drum, and stated base copies/prints. **Excludes all toner, developer, starter cleaning webs, paper, staples, and additional charges for copies/prints in excess of stated base copies/prints allowed.**

X ______________________ / /2025

CUSTOMER SIGNATURE/TITLE DATE LOS APPROVED FOR SERVICE

RETURN TO: Lakeland Office Systems, Inc. • P.O. Box 1029 • Miami, OK 74355-1029

ACCEPTANCE

Acceptance of this agreement by Lakeland Office Systems, Inc., herein after referred to as LOS, is contingent upon the absence of any mathematical error and upon consistency with LOS's then current prices. Unless the Customer is advised to the contrary within 15 days from the signing of this Agreement, this Agreement is accepted by LOS as written, and is in full force and effect on the date signed by LOS. It is understood that the equipment covered by this Agreement is in good condition at time of acceptance of Agreement This Agreement shall not be deemed in force and operable until accepted and approved by a LOS Corporate officer. By providing mailing address, email address, telephone number and fax number I consent to receive communications sent by or on behalf of LOS by way of the U.S. mail, email, telephone, or fax. I understand that in accordance with this privacy statement, LOS will not share any of the below information with any outside organizations. I understand that I may revoke this consent by contacting LOS in writing and allowing them 30 days to change my status.

TERM

This Agreement will remain in force from service commencement date until expiration of agreed term listed on front of document, and will automatically renew without thirty day prior written notice. The Customer cannot terminate this Agreement or withdraw any machine from this Agreement without written consent from LOS and may forfeit all or some of contract price. LOS reserves the right to increase contract charges on an annual basis.

SERVICE AVAILABILITY

LOS will provide service availability during LOS's normal business hours while the machine is located at the address on the face of this Agreement. This service to keep the machine(s) in good working order includes maintenance based upon the specific needs of the individual machine as determined by LOS, and unscheduled, on call remedial maintenance. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by LOS. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of LOS. Service provided under this Agreement does not assure uninterrupted operation of the machine(s).

CHARGES

The customer agrees to pay the Maintenance Charge as shown on the face of this Agreement in accordance with the current practice then in effect, from the Service Commencement Date up to, but not including the first day of the Renewal Month.

If the Customer requests service to be performed at a time outside LOS's normal business hours, there will be no additional charge for maintenance parts; however, the service, if available, will be furnished at LOS's applicable hourly rates and term then in effect.

Changes in machine specifications may result in an adjustment of the Service Charge. Such adjustment will become effective upon the installation of the specification change.

Customer agrees to;

a) Provide LOS with meter readings as needed and to accept estimated meter readings based on service history for billing purposes.
b) Pay additional .0025 cents per scan.
c) Expenses incurred for supplies consumed in the course of service performed, damaged or misused by the customer or LOS technical personnel are non-recoverable and replenishment of such supplies is the sole responsibility of the customer.

TAXES

In addition to the charges due under this Agreement, the Customer agrees to pay amount equal to and taxes resulting from this Agreement, or any activities hereunder, exclusive of taxes based upon net income.

INVOICING

The Service Charge and Zone Charge, if any, will be invoiced in advance. Payment shall be due within 10 days after the date of the invoice. All other charges due hereunder are payable as specified in the invoice. The Service Charge and Zone Charge, if any, for a partial month's service will be prorated on the basis of a 30 day month.

EXCLUSIONS

Service provided by LOS under this Agreement does not include:

a) repair of damage or increase in service time caused by failure to continually provide a suitable installation environment with all facilities prescribed by LOS including, but not limited to, the failure of adequate electrical power, air conditioning or humidity control.
b) repair of damage or increase in service time caused by the use of the machines for other than ordinary use for which designed.
c) repair of damage or increase in service time caused by the use of supplies that do not meet OEM specifications.
d) repair of damage or increase of service time caused by; accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation; neglect or misuse; alterations, which shall include, but not be limited to, any deviation from said machines original physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnection to said machine or no LOS equipment and devices, not supplied by LOS.
e) furnishing supplies (as designated by LOS) or accessories, painting or refinishing the machine(s) or furnishing material therefore inspecting altered machine(s), making specification changes or performing services connected with relocation of machine(s), or adding or removing accessories, attachments or other devices.
f) electrical work external to the machines or maintenance of accessories, alterations, attachments or other devices not furnished by LOS, and such service which is impractical for LOS to render because of alterations in, or attachments to the machines.
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Subject to the terms of the following paragraph, LOS may modify the terms and conditions of this Agreement effective on the Renewal Month by providing the Customer with one month's prior written notice.

Any such modification will apply unless the Customer exercises the option to terminate this Agreement or withdraw the machine(s) affected by such modifications. Otherwise, this Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and LOS and variance from the terms and conditions of this Agreement in any customer order or other written modification will be of no effect.

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LOS is not responsible for failure to render service due to causes beyond its control.

Either party may withdraw any machine or all machines from this agreement for failure of the other to comply with any of its terms and conditions, including withdrawal of any individual machine by LOS when the customer is in default for payment of service not covered under this Agreement, when such service was provided by LOS for that machine.

No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, or, in the case of nonpayment, more than two years from the date of the last payment.

This Agreement will be governed by the laws of the states in which we operate.

Service is our business!!! This contract is a commitment to your business from our business. Have questions? Call us at (800) 798-8606 or e-mail us at dispatch@lakelandoffice.com

COUNCIL BILL NO. __25-68___ **ORDINANCE NO. _____**

An Ordinance authorizing the Mayor to enter into a contract with Brycer, L.P, to provide the Carthage Fire Department with “The Compliance Engine” for a term of three years, in the City of Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into contract with Brycer, L.P, to provide the Carthage Fire Department with “The Compliance Engine” for a term of three years, in the City of Carthage, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _______ DAY OF _______________, 2025.

____
David B. Flanigan, Mayor

ATTEST:

____
Miranda Deal, City Clerk

Sponsored by: Public Safety Committee

BRYCER, L.P.
4355 Weaver Parkway
Suite 230
Warrenville, IL 60555

September 11th, 2025

City of Carthage
326 Grant Street
Carthage, MO 64836

Re: **<u>"The Compliance Engine"</u>**

Dear City of Carthage:

We look forward to providing you with "The Compliance Engine" (the "Solution"). This proposal letter provides the basic terms by which Brycer, L.P. ("Brycer") will provide you, City of Carthage(Client"), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard "Terms and Conditions" attached to this proposal as <u>Exhibit A</u>. The basic terms are as follows:

1. **<u>Term</u>**: Brycer will provide Client with the Solution for three years, commencing ________________ (the "Initial Term"). Thereafter, the Term shall automatically renew for successive three-year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a "Renewal Term" and together with the Initial Term, the "Term"). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client's data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2. **<u>Fees</u>**: Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3. **<u>Brycer Responsibilities</u>**: During the Term, Brycer shall be responsible for the following in connection with Client's use of the Solution:

- ***Availability***. Brycer shall make the Solution available to Client as set forth on <u>Exhibit B</u>. The maintenance schedule and minimum service levels for the Solution are set forth on <u>Exhibit B</u>.
- ***Service Level***. Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- ***Backup***. Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and

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integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- ***Retention of Information***. Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- ***Notices***. Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- ***Call Center*** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- ***Updates and Enhancements***. In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities**: During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- ***Operating System***. Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- ***Training***. Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- ***Information***. Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within **[City of Carthage]** for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- ***Enforcement***. Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- ***Reports***. Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data**. Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, L.P.

By: ______________________________
Its: ______________________________

Acknowledged and Agreed to this
___ day of ___________, 20____:

[City of Carthage]

By: ______________________________
Its: ______________________________

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Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, L.P. and Client (the "Agreement).

1. Restrictions on Use. Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.

2. Proprietary Rights. All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.

3. Independent Contractor. Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.

4. Reservation of Rights. Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.

5. Use of Logos. During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.

6. Confidential Information. Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.

7. Brycer Warranty. Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.

8. Disclaimer. All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**

9. **LIMITATION ON DAMAGES. BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER 'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.**

10. Risks Inherent to Internet. Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all

such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. Indemnity. Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.

12. Breach. Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.

13. Illegal Payments. Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.

14. Beneficiaries. There are no third party beneficiaries to the Agreement.

15. Force Majeure. Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.

16. Notices. All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.

17. JURISDICTION AND VENUE. THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

18. Attorneys' Fees. The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.

19. Entire Agreement. The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.

20. Amendment. The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

21. Expiration. The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance**.

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time**.

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The number is 630-413-9511

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

COUNCIL BILL NO. ___25-69____ **ORDINANCE NO. _________**

An Ordinance of the City of Carthage naming the streets within Municipal Park around the Rodeo Arena

WHEREAS, the Jasper County Youth Fair Board presented names to the Public Services Committee to name the streets in the Rodeo Arena area; and

WHEREAS, public notice was duly given, and a public hearing was held by the Public Services Committee on September 18 at 5:30; and

WHEREAS, the proposed names have been reviewed by the appropriate departments and found to meet the city's street naming policy; and

WHEREAS, the street names will help with emergency operation and for identifying roads that are requested to be closed during events; and

WHEREAS, now that the public notice period is over and no further changes have been presented, the Public Services Committee has voted in favor to forward the street names to City Council for approval;

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

Section 1. Street Naming within Municipal Park

The following internal streets located within the boundaries of Municipal Park, as depicted on the attached map, are hereby named as follows:

Street Location / Description	Assigned Name
2nd left turn off of Richard Webster Drive	**Fairway Drive**
1st left turn off of Richard Webster Drive	**Livestock Drive**
South of Chitwood Barn, runs East to West	**Exhibitor Lane**
Connecting Fairway Drive and Livestock Drive	
Runs East to West, South of the Race Brother	**Clover Lane**
Pavilion #8, and North of 4-H Concession Stand	

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

PASSED AND APPROVED THIS ___________DAY OF _______________, 2025.

____
David B. Flanigan, Mayor

ATTEST:

____
Miranda Deal, City Clerk

Sponsored by: Public Services Committee


RICHARD WEBSTER DR
ROBERT ELLIS YOUNG DR
CARTHAGE MUNICIPAL P
Black line - Fairway Drive
Red Line - Livestock Drive
Yellow Line - Exhibitor Lane
Green Line - Clover Lane

COUNCIL BILL NO. __25-70__ **ORDINANCE NO. ______**

An Ordinance authorizing the Mayor to enter into an Agreement with Nuco for the purchase and installation of a new pump station at the Carthage Municipal Golf Course in the amount of $189, 062.77, in the City of Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into an Agreement with Nuco for the purchase and installation of a new pump station at the Carthage Municipal Golf Course in the amount of $189, 062.77, a copy of which Agreement is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

____
David B. Flanigan, Mayor

ATTEST:

____
Miranda Deal, City Clerk

Sponsored by: Public Services Committee

NucoPump
Sales and Service
(816) 863-7335

September 22, 2025

Tyler Markham
Carthage Golf Course
2000 Richard Webster Drive
Carthage, MO 64836

CC: Josiah Bayless, Public Works Director- City of Carthage, Missouri
Cody Gray, Golf Course Superintendent – Carthage Golf Course

Dear Tyler,

Our team at Nuco appreciates this opportunity to replace the pump station at the city's golf course. During multiple visits and ongoing conversations throughout the last several months, both Nuco's staff and the city engineers agree that the pump station is clearly beyond its useful life and needs replacement. We trust that this proposal can be an important supplement to the Request for Proposal, and the replacement plan for the station.

Nuco is uniquely positioned to provide the City of Carthage with the custom-built pump station that the golf course needs and the commitment to long-term service by Nuco engineers and technicians that a purchase like this requires. Please note, all Nuco products are UL Listed and meet or exceed all government approved safety and sustainability standards.

Finally, Nuco provides self-funded custom financing options for our clients. With the City of Carthage's high-quality credit, Nuco could offer a myriad of flexible payment alternatives that could assist the city in spreading the acquisition of this asset over multiple fiscal years. We look forward to reviewing this proposal with the city.

Goals of Proposal

- Assist the City of Carthage in replacing a key golf course asset that has become obsolete.
- Eliminate risk of system failure.
- Eliminate ongoing and escalating maintenance and repair expense.
- Provide the city with the option to spread payments over multiple fiscal years.

Equipment

- 1x New Custom UL Listed Nuco Pump Station (see attached specs)

** "UL Listed" means that a stand-alone product has been tested by Underwriters Laboratories (UL) and determined to meet specific safety and sustainability standards, protecting consumers from risks like electric shock, fire, or other manufacturer liabilities. **

Equipment Cost

- $189,062.77
- Price Includes
    - Freight and delivery
    - Installation
    - 4 years Pump Watch Remote Monitoring
    - 4 years Nuco Peace of Mind Service Agreement

Proposed Payment Structure

- October 2025 Down payment- $47,465.69
- April 2026 - November 2030 - $3,531.96 per month
    - 8 payments per season, 5 seasons
- January 2031 - $40,000.00

** Please note, Nuco has a self-funded portfolio and can provide multiple financing options **

** Current prime interest rate is 7.5% with no additional fees or charges **

Rationale for Proposed Payment Structure

- Down payment is significantly less than the industry standard of 50% lowering impact on fiscal 2025 budget.
- Seasonal payment stream aligns with Carthage Golf Course's peak revenue and use.
- Annual pump station expense is under $30,000.
- Down payment in 2025, 5 seasons (2026-2030), and a lump payment in January 2031 allows the City of Carthage to spread the payments of this 20-year asset out over 7 fiscal years.

Anticipated Outcome

- Obsolete golf course asset replaced prior to 2026 season.
- Eliminated risk of catastrophic system failure for 15-20 years.
- Significantly reduced maintenance and repair expenses.

Next Steps

- City of Carthage, Missouri to review proposal - September 22, 2025
- Proposal signed and down payment submitted - October 2025
- New station will be put into production with signed order and down payment.
    - Lead time estimated 12-14 weeks

Nuco is grateful for the opportunity to provide this comprehensive and long-term proposal for partnership with the City of Carthage. Time is of the essence for the city to make a decision this fall as Nuco's strong recommendation is to have a new station installed and operational well in advance of the 2026 golf season.

Yours truly,

Jamie Chambers
Andy Jones

ACCEPTANCE AND AUTHORIZATION TO PROCEED

____

Print Name, Title

____

Signature

____

Date

COUNCIL BILL NO. ___25-71__ **ORDINANCE NO. ______**

An Ordinance authorizing the Mayor to enter into an agreement between the City of Carthage and Missouri Highways and Transportation Commission for the installation and maintenance of ornamental lighting at the intersections of Route 571 & Airport Drive, and Route 571 & Elk Street, in the City of Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute on behalf of the City of Carthage an agreement with the Missouri Highways and Transportation Commission for the installation and maintenance of ornamental lighting at the intersections of Route 571 & Airport Drive, and Route 571 & Elk Street, a copy of the 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: CWEP Board

MoDOT District: *Southwest*
MoDOT Agreement Administrator: *Melanie Belote*
eAgreement No.: *2025-09-10958*

CCO Form: TR39
Approved: 10/03 (BDG)
Revised: 03/24 (TLP)
Modified: 09/25

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
LIGHTING MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Carthage, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, Route 571 intersects Airport Drive and Elk Street within the City's limits; and

WHEREAS, City desires to install and maintain ornamental lighting improvements at the intersections of Route 571 & Airport Drive; and Route 571 & Elk Street.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained in this Agreement, the parties agree as follows:

(1) PURPOSE AND SCOPE: It is the purpose of this Agreement to outline the responsibilities of the Commission and the City for installation and lighting maintenance of the portion of Route 571 & Airport Drive; and Route 571 & Elk Street.

(2) LICENSE: Commission hereby grants permission to City to install and maintain luminaires at the intersections of Route 571 & Airport Drive; and at Route 571 & Elk Street (hereinafter "Lighting") on Commission right-of-way upon the terms set forth below. Commission right-of-way can be seen in Exhibit A and Exhibit B which are attached hereto and incorporated herein by this reference. Existing metering, disconnect, and lighting controllers shall be transferred to the City. All other existing lighting equipment shall be removed and returned to the Commission; including but not limited to transformer bases, light poles, arms, and luminaires. City is under no obligation to install these improvements.

(3) INSTALLATION OF LIGHTING:

(A) City shall be solely responsible for all costs associated with the Lighting included, but not limited to, costs relating to its planning, design, purchase, installation, operation, and/or maintenance.

(B) The City shall maintain, at the City's cost, all basic intersection and interchange lighting within the Commission's limited access right of way. The lighting shall be maintained in accordance with the Missouri Department of Transportation's Engineering Policy Guide. The City shall pay the cost of electrical current for the operation of the lighting, basic intersection lighting and interchange lighting. The City shall provide and maintain power at the locations designated.

(C) City will allow and take no attempts to prevent Commission from inspecting installation and/or maintenance activities at any time. Within thirty (30) days following notice by City to Commission that installation is complete, Commission will inspect the work to determine that it is acceptable using the checklist and information provided in Exhibit E and Exhibit F, which is attached hereto and incorporated herein by this reference. The Lighting will not be placed in operation until Commission accepts the work.

(4) MAINTENANCE BY CONTRACT:

(A) The City may have the maintenance work required pursuant to this Agreement performed by either its own maintenance personnel or by contract with qualified individuals or companies approved by the Commission to provide a fully functional and dependable lighting system.

(B) The City shall respond to any emergency situation in which repair or maintenance of damage to the lighting is required immediately to correct a dangerous condition or restore the safe, unobstructed flow of traffic on the improvement.

(5) MAINTENANCE BY CITY WITHIN COMMISSION RIGHT OF WAY: In order to coordinate maintenance activities on the improvement, the City shall notify the Commission either by telephone, telefax, or in writing, prior to performing maintenance work within Commission right of way. Such notification shall be made to the District's Operational Support Engineer or a designated assistant and shall include the location and nature of the work to be performed. Any maintenance activities done by the City which involves closing one or more of the through lanes of the improvement, affects the safety of the traveling public, or which will cause permanent changes to the configuration of the improvement, may require a permit from the Commission. The City will be informed of whether or not a permit is required at the time the City notifies Commission of the proposed maintenance activities. The City shall comply with any additional condition placed upon the issuance of the permit.

(6) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(7) UTILITY LOCATING RESPONSIBILITY: The City shall be responsible for any utility locate request information at Route 571 & Airport Drive; and, at Route 571 & Elk Street concerning the cable(s) for the lighting system, including the pullbox(es) and conduit(s).

(8) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's Representative for the purpose of administering the provisions of this Agreement. The Commission's Representative may designate by written notice to each of the City Representatives, additional persons having the authority to act on behalf of the Commission in the performance of this Agreement.

(9) CITY REPRESENTATIVE: The City Mayor ___________ for the City is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City Representatives may designate by written notice to the Commission's Representative additional persons having the authority to act on behalf of the City or a City Department in the performance of this Agreement.

(10) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given upon delivery by First Class, Priority or Express United States mail, postage prepaid, or upon actual receipt by courier, personal or facsimile delivery, addressed as follows:

(A) To the Commission:

Stacy Reese
Missouri Department of Transportation
3025 East Kearney Street
Springfield, MO 65807
Phone: (417) 895 – 7605

(B) To the City

Chuck Bryant
Carthage Water & Electric Plant
627 W. Centennial Avenue
Carthage, Missouri 64836

With a copy delivered to:
Kevin Emery
Carthage Water & Electric Plant
627 W. Centennial Avenue
Carthage, Missouri 64836
kemery@cwep.com
Fax:

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(11 VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(12) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(13) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(14) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission’s district engineer prior to working on the Commission’s right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission’s district engineer will not be required for work outside of the Commission’s right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($600,000 per claimant and $4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party’s rights or defenses with regard to each party’s applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(15) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(16) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(17) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(18) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(19) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(20) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(21) NO INTEREST: By contributing to the cost of the maintenance of this project or improvement, the City gains no interest in the constructed lighting improvements whatsoever. The Commission shall not be obligated to keep the constructed lighting in place if the Commission, in its sole discretion, determines removal or modification of the lighting is in the best interests of the state highway system. In the event the Commission decides to remove the lighting improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement. All existing lighting equipment including but not limited to light poles, arms, and shall be returned to the City upon request within 30 days of removal by the Commission.

(22) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

existing lighting equipment shall be removed and returned to the Commission; including but not limited to transformer bases, light poles, arms, and

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by City this ____________________________(date).

Executed by Commission this ___________________________(date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	**City of Carthage**
___________________________	By ___________________________
Title _______________________	Title ___________________________
ATTEST:	ATTEST:
By _________________________ Secretary to the Commission	By ___________________________
	Title ___________________________
	Ordinance No. _______________
APPROVED AS TO FORM:	
By__________________________ Commission Counsel	

Commented [GH1]: A copy of the ordinance or resolution which authorizes execution of this Agreement is needed.

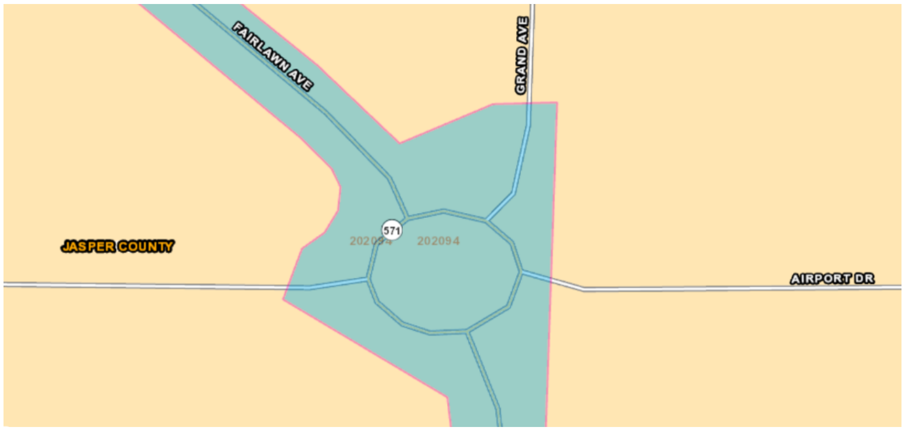


Exhibit A: Showing location of existing Commission owned right of way at the intersection of Route 571 and Airport Drive.

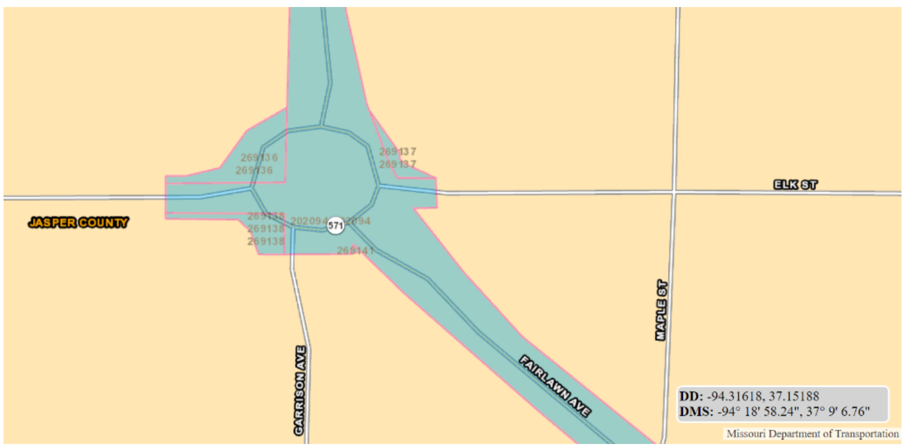


Exhibit B: Showing location of existing Commission owned right of way at the intersection of Route 571 and Elk Street.

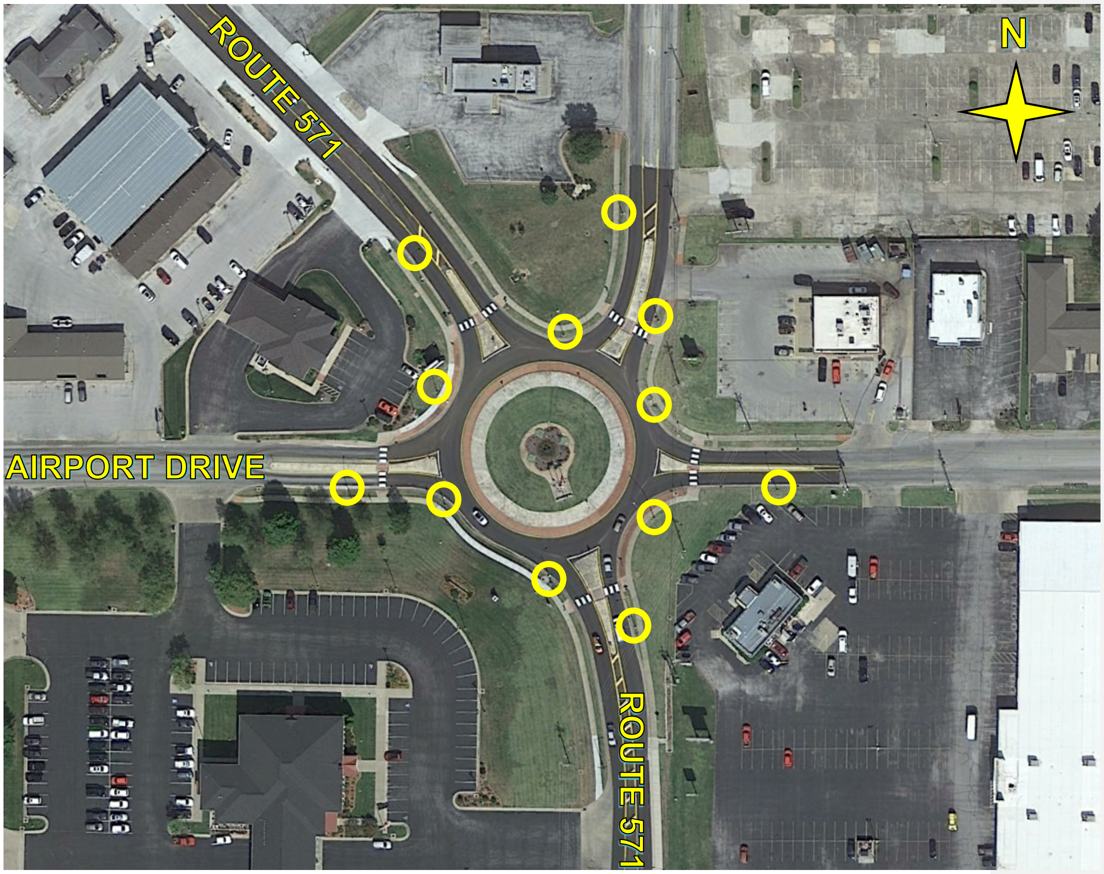


Exhibit C: Showing locations of existing MoDOT owned luminaires at Route 571 and Airport Drive.

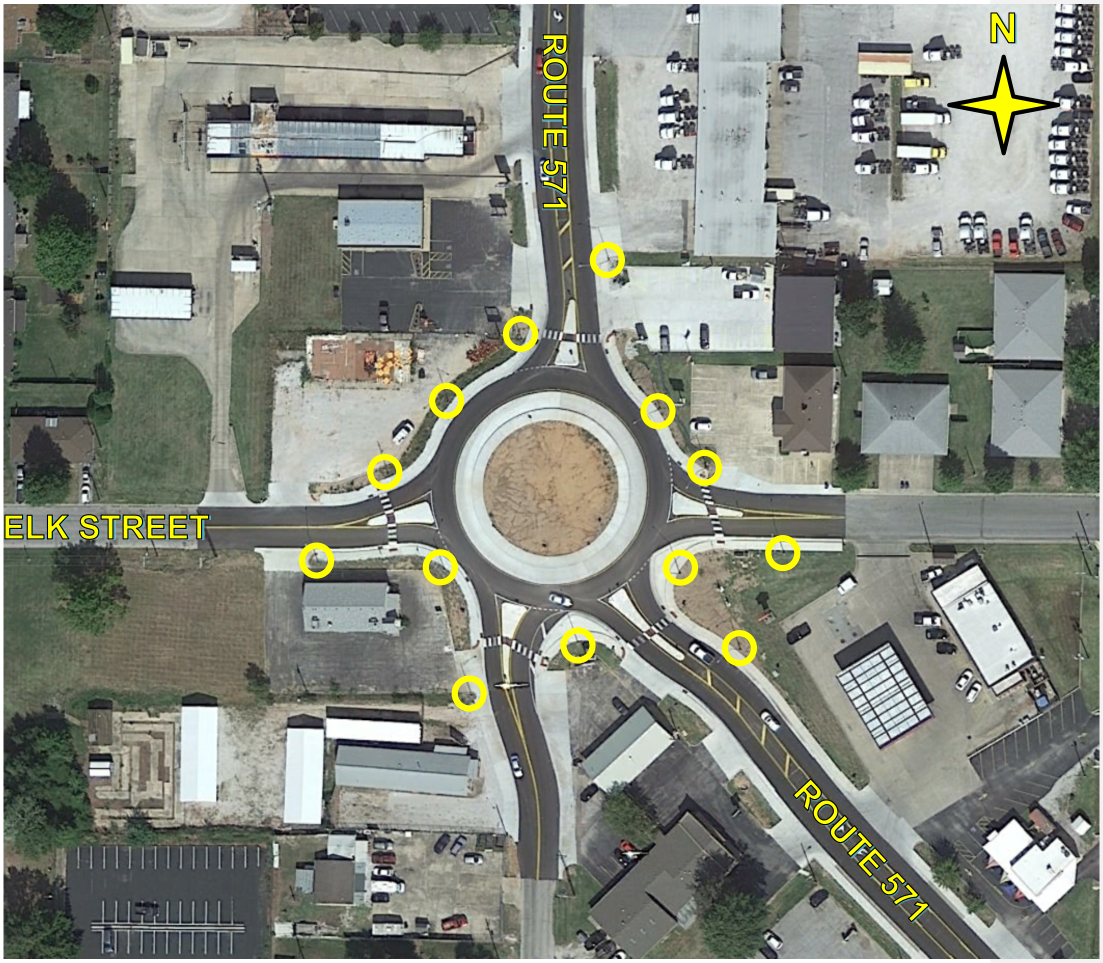


Exhibit D: Showing locations of existing MoDOT owned luminaires at Route 571 and Elk Street.

MODOT LIGHTING INSPECTION CHECKLIST

Permit # / Project: ______________________ Site Inspector: ______________________

CHECK CABINET FOR THE FOLLOWING:		YES	NO
CC-1	Correct cabinet size and is aluminum or stainless steel		
CC-2	Concrete "footpad" apron present, level and dimensions as per plan specs		
CC-3	Caulking around cabinet		
CC-4	Ground at final grade		
CC-5	Conduit openings sealed with pliable putty		
CC-6	Conduit properly stubbed above cabinet floor (1" max above finished concrete) to prevent back-drainage		
CC-7	Wires/cables identified with round aluminum ID tag		
CC-8	Proper cabinet wiring and breaker size and type		
CC-9	Cabinet grounding circuit		
CC-10	If more than one circuit, a pull box is installed for the control station		
CC-11	Circuits pass 10 meg ohm min test		
CC-12	Photo control is time delay		
CC-13	All cabinet equipment installed is on Approved Product List and working properly		

CHECK POWER SUPPLY FOR THE FOLLOWING:		YES	NO
PS-1	Service is grounded		
PS-2	Lighting arrestor installed		
PS-3	Disconnect breaker rated as per design		
PS-4	Conduit from Utility Company is rigid steel		
PS-5	I.D. labels installed		
PS-6	All equipment on the Approved Product List		
PS-7	Ground at final grade		

CHECK PULL BOXES FOR THE FOLLOWING:		YES	NO
PB-1	Pull Box Drains Installed, drain type consistent with plans		
PB-2	Conduit has no kinks		
PB-3	No splices except in pole or pull box. 3-way splices in pole or pull box and in-line splices only in poles		
PB-4	Correct fused slip connectors (Approved Product List)		
PB-5	Conduit enters box as per standard plans (placement and sizing)		
PB-6	Conduit ends are sealed with pliable sealant		
PB-7	Meg circuits and document readings and passed test		
PB-8	Hooks installed in sidewalls and wires secured neatly to hooks		
PB-9	Circuit I.D. tags installed		
PB-10	Concrete apron installed around pull box		
PB-11	Lid embossed with "State Lighting" and secured with 5pt. Stainless steel Penta head bolts		
PB-12	Ground at final grade		

CHECK POLES FOR THE FOLLOWING:		YES	NO
LP-1	1" pipe nipple in bracket arm		
LP-2	Conduit extends min. 6" above foundation plate		
LP-3	Conduit ends sealed with pliable sealant		
LP-4	Grounds attached to "transformer base" grounding lug		
LP-5	Hinged plastic door on transformer base with "Warning High Voltage" label		
LP-6	Fused disconnect devices installed		
LP-7	Lock & flat washers used for all attachments		
LP-8	Bolt covers installed (external) at pole to base connection		
LP-9	Cap installed at top of pole		
LP-10	No photo cell in the luminaire(jumper plug if required)		
LP-11	Luminaire is correct type (glass globe, wattage, design) and on Approved Product List		
LP-12	Luminaire at proper mounting height		
LP-13	Luminaire at proper angle as per approved and/or Std. Drawings		
LP-14	Pole is plumb after fully loaded		
LP-15	Foundations flush with ground with proper backfill		
LP-16	Ground at final grade		

CHECK UNDERPASS FOR THE FOLLOWING:		YES	NO
UP-1	Conduit secured properly (max hanger spacing)		
UP-2	Conduit has weep holes to remove moisture		
UP-3	Grounds attached		
UP-4	Correct fixture type (glass globe, wattage, design) and on Approved Product List		
UP-5	Fused disconnect devices installed when specified		
UP-6	Lock & flat washers used for all attachments		

ALL APPLICABLE ITEMS ON APPROVED PRODUCTS LIST (APL)
http://www.modot.mo.gov/business/contractor_resources/documents/APL-Internet.pdf

* * * REFER TO THE STANDARD SPECS AND DRAWINGS FOR SPECIFIC DETAILS THAT APPLY TO EACH APPLICATION * * *
SECTIONS 707, 901, 902, 1060, 1061, 1062, 1091, 1092

Exhibit E: MoDOT Lighting Inspection Checklist

LAMP DATA

	Wattage	Init. Lumens	Lumens @ 0.7 M. F.
High Pressure Sodium	100	9,500	6,650
	150	16,500	11,550
	200	22,000	15,400
	250	27,500	19,250
	310	37,000	25,900
	400	50,000	35,000

	Wattage	Init. Lumens	Lumens @ 0.7 M. F.
Mercury Vapor	175	7,950	5,565
	250	11,000	7,700
	400	21,000	14,700
	700	37,000	25,900

	DESIGNATION	Init. Lumens	Lumens @ 0.9 M. F.
Light Emitting Diode (LED)	LED-A	7,000	6,300
	LED-B	14,000	12,600
	LED-C	19,500	17,550

RECOMMENDED MOUNTING HEIGHTS

Height	MV	HPS	LED
30 feet	175 Watt 200 Watt	100 Watt 150 Watt	LED-A
40 feet	400 Watt	250 Watt	
45 feet	400 Watt	250 Watt 310 Watt 400 Watt	LED-B LED-C

RECOMMENDED LUMINAIRE TYPE (CONTINUOUS LIGHTING)

		MOUNTING HEIGHTS		
		30'	**40'**	**45'**
	24'	Type II	Type II	Type II
ROADWAY	**36'**	Type II	Type II	Type II
	48'	Type III	Type II	Type II
WIDTHS	**60'**	Type III	Type II	Type II
	72'	Type III	Type III	Type III

FIGURE 901.13.4

Revised April 1, 2018

Exhibit F: MoDOT Lamp data

2025.05

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 LIGHTING MAINTENANCE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION.

WHEREAS, Carthage Water & Electric Plant ("CWEP") finds and determines it desirable and beneficial to install and maintain ornamental lighting improvements at the intersections of Route 571 & Airport Drive; and Route 571 & Elk Street, both located within the city limits of the City of Carthage; and

WHEREAS, said improvements at these intersections are located in right-of-way owned and operated by the Missouri Highways and Transportation Commission;

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

Section 1. Approval of Lighting Agreement. The Board hereby recommends and requests the Carthage City Council adopt an ordinance approving the Lighting Maintenance Agreement with the Missouri Highways and Transportation Commission, in substantially the form as provided herein. 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 Lighting Maintenance Agreement.

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 Lighting Maintenance Agreement.

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

Dated this 23 day of October, 2025.

Dan Colli

President

ATTEST:

Sidney L. Teel

Secretary

RESOLUTION NO. ___2102____

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE MISSOURI DEPARTMENT OF PUBLIC SAFETY BLUE SHIELD GRANT FOR THE CARTHAGE POLICE DEPARTMENT

WHEREAS, the Missouri Department of Public Safety has awarded a **Blue Shield Grant** to the City of Carthage Police Department in the amount of **$50,000.00**, to help support local law enforcement; and

WHEREAS, the City Council of the City of Carthage recognizes the importance of enhancing public safety and supporting initiatives that align with the objectives of the Blue Shield Grant Program; and

WHEREAS, acceptance of this grant will enable the Carthage Police Department to purchase dash cams for police vehicles and pix4dmatic software for crime scene and crash reconstruction;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carthage, Jasper County, Missouri as follows:

1. **The grant award from the Missouri Department of Public Safety Blue Shield Grant Program in the amount of $50,000.00 is hereby accepted.**
2. **The Mayor is hereby authorized to execute all necessary agreements, contracts, and documentation to accept the grant and implement the funded activities.**
3. **The Organization expresses its appreciation to the Missouri Department of Public Safety for this support and reaffirms its commitment to promoting public safety and community well-being.**

PASSED AND APPROVED THIS ____________ DAY OF _________________, 2025

____
David B. Flanigan, Mayor

ATTEST:

____
Miranda Deal, City Clerk

Sponsored by: Public Safety Committee

JOB DESCRIPTION

CITY OF CARTHAGE

DEPARTMENT: Police **SALARY GRADE:** I
POSITION TITLE: Police Administrative ~~Coordinator~~ Sergeant **FLSA STATUS:** Non-Exempt

RESPONSIBILITIES OF POSITION:
This position, also known as the Administrative Police Sergeant, involves a wide variety of activities in performing departmental tasks, department fleet manager of approximately 25 vehicles, prepares department payroll, department records supervisor, skilled typing, filing, canvassing and screening callers and visitors, and operating office machines. Work is performed with initiative and independent judgement and is evaluated upon completion for adherence to instructions and established departmental procedures.

SUPERVISION RECEIVED AND EXERCISED:
Under general supervision of Assistant Police Chief, incumbent is expected to demonstrate and exercise considerable independent judgement and knowledge in the performance of assigned duties. The Administrative Police Sergeant exercises supervision over the taxi service.

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

1. Maintain personnel records, daily work schedules, and employee pay schedules.
2. Assist with new employee orientation.
3. Prepare bi-weekly payroll for the department, including special events (Marian Days, Maple Leaf).
4. Manage pre-employment and event-specific payroll processes.
5. Process and maintain money and accounts for taxi service.
6. Prepare accounts receivable and payable.
7. Balance department budget with city budget using spreadsheets.
8. Balance Explorer Post, Christmas Fund, and Revolving Fund accounts.
9. Reconcile fuel receipts for patrol cars with billing statements.
10. Oversee department fleet of vehicles.
11. Schedule all service for vehicles and maintain service records.
12. Schedule and manage building maintenance and its budget.
13. Monitor and order departmental supplies.
14. Conduct yearly inventory of departmental equipment.
15. Serve as custodian of police department records.
16. Process and maintain files for arrest reports and incident reports.
17. Assist the general public by phone and in person.
18. Serve as the Transit Asset Management (TAM) Plan Accountable Executive, responsible for implementing and overseeing the safety management system of the public transportation agency.
19. Perform departmental duties as assigned by the Chief or Assistant Chief of Police.
20. Carry out any other duties within the scope, spirit, and purpose of the job as directed by the supervisor or Department Head.

QUALIFICATIONS REQUIRED:

Knowledge: Bookkeeping, accounting, accounts payable and receivables; basic office skills including typing and filing, computer experience with spreadsheet programs and word processing packages. Maintain a professional appearance, attitude and attire.

Abilities: Ability to follow verbal and written instructions; work independently; set priorities; meet deadlines; and exercise independent judgment; maintain confidentiality; present a positive professional image to the general public and other City Departments; communicate with fellow workers, subordinates, managers and the general public in a clear, concise manner; maintain attention to numerous individuals or detailed information for prolonged periods of time; provide customer service in a manner consistent with City standards; work cooperatively with others as a member of a service-oriented team; deal with distressed, agitated customers in a calming, composed manner.

Experience, Education and Training: Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be: Experience: Must be the rank of Sergeant. Education: High school diploma (or HSE Equivalency Credential).

Physical Requirements: Work is performed in an office environment with noise and frequent interruptions. Some assignments require sitting for extended periods of time. Work is often performed under the stress associated with the need to meet inflexible deadlines. The employee is occasionally required to kneel and crouch, and lift and/or move up to 25 pounds.

Licenses and Certificates: Possession of, or ability to maintain, an appropriate valid Missouri driver's license; to maintain a functioning telephone.

SPECIAL REQUIREMENTS:

Schedule: Work is typically 8:00 a.m. to 5:00 p.m. Additional hours may be required to attend meetings. Employee is scheduled to work 80 hours during the bi-weekly period.

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

LIMITATIONS AND DISCLAIMER:

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

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

Signed:________________________________ Date:

Revised October 2025

Carthage Water & Electric Plant

Unaudited Interim Financial Statements

September 30, 2025

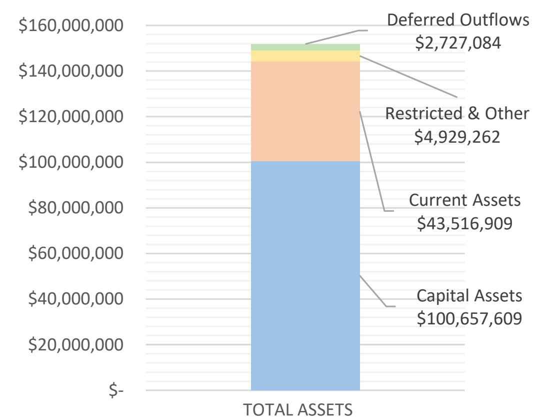
Carthage Water & Electric Plant

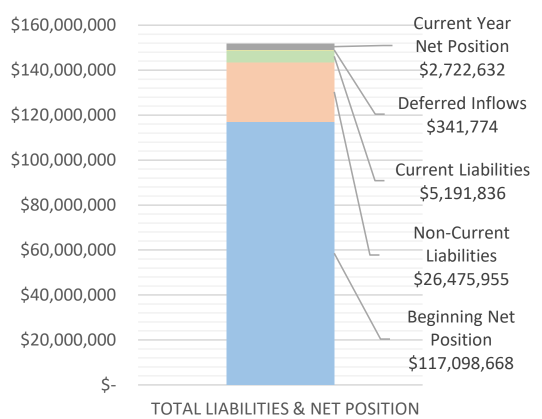
TABLE OF CONTENTS

Carthage Water & Electric Plant

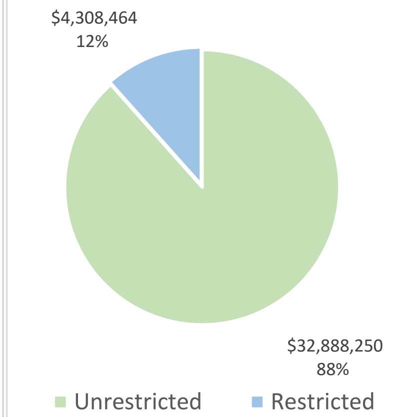
CONSOLIDATED DASHBOARD
SEPTEMBER 2025

BALANCE SHEET
As of September 30, 2025

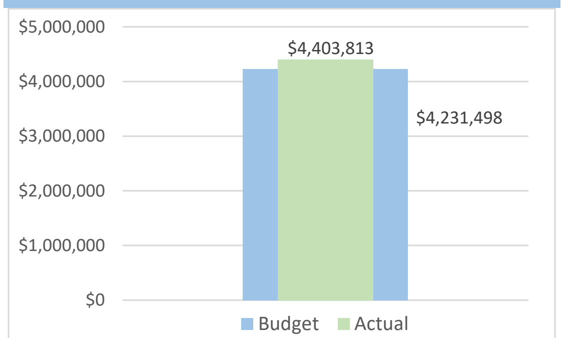




Cash & Cash Equivalents



Operating Revenue
Current Month

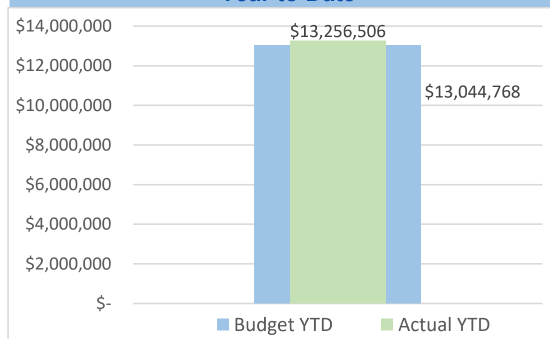


Comments

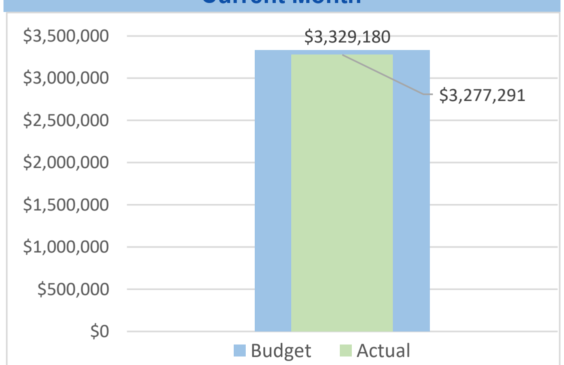
Unrestricted days cash on hand equals 324.

Combined operating revenues exceeded budget for the month and year to date.

Operating Revenue
Year to Date



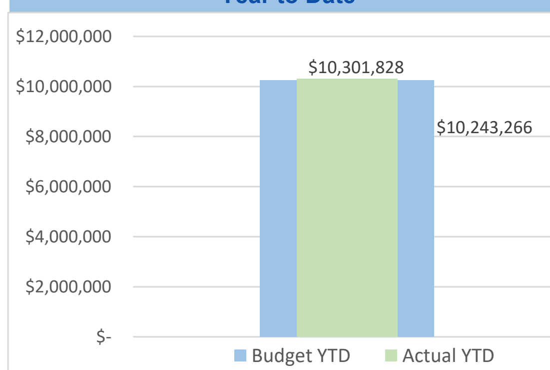
Operating Expense
Current Month



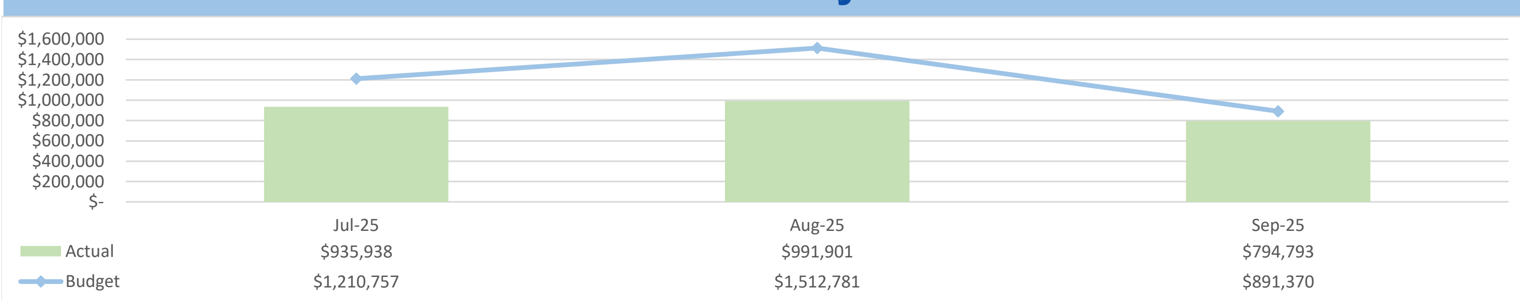
Comments

Combined operating expenses were under budget for the month and close to in line YTD.

Operating Expense
Year to Date



Net Position by Month



Carthage Water & Electric Plant

FINANCIAL SUMMARY
For the Month of
September 30, 2025

	CURRENT MONTH							YEAR TO DATE						
				BUDGET VARIANCE		PRIOR YEAR VARIANCE					BUDGET VARIANCE		PRIOR YEAR VARIANCE	
	ACTUAL	BUDGET	PRIOR YEAR	AMOUNT	PERCENT	AMOUNT	PERCENT	ACTUAL	BUDGET	PRIOR YEAR	AMOUNT	PERCENT	AMOUNT	PERCENT
COMBINED UTILITY														
Operating Revenues	$ 4,403,813	$ 4,231,498	$ 3,962,177	$ 172,315	4.07%	$ 441,637	11.15%	$ 13,256,506	$ 13,044,768	$ 12,512,487	$ 211,738	1.62%	$ 744,019	5.95%
Operating Expenses	(3,277,291)	(3,329,180)	(3,073,419)	51,889	1.56%	(203,871)	-6.63%	(10,301,828)	(10,243,266)	(9,336,917)	(58,562)	-0.57%	(964,912)	-10.33%
Net Operating Income Total	1,126,523	902,318	888,757	224,205	24.85%	237,765	26.75%	2,954,678	2,801,502	3,175,571	153,176	5.47%	(220,893)	-6.96%
Other Income & Expense Total	(331,730)	(10,948)	(49,468)	(320,782)	-2930.05%	(282,262)	-570.59%	(232,046)	813,406	(119,492)	(1,045,452)	128.53%	(112,554)	-94.19%
Change in Net Position	**$ 794,793**	**$ 891,370**	**$ 839,289**	**$ (96,577)**	**-10.83%**	**$ (44,496)**	**-5.30%**	**$ 2,722,632**	**$ 3,614,908**	**$ 3,056,078**	**$ (892,276)**	**-24.68%**	**$ (333,446)**	**-10.91%**
ELECTRIC														
Operating Revenues	$ 3,273,390	$ 3,166,816	$ 2,925,203	$ 106,574	3.37%	$ 348,187	11.90%	$ 9,954,037	$ 9,841,019	$ 9,382,223	$ 113,018	1.15%	$ 571,814	6.09%
Operating Expenses	(2,446,912)	(2,428,075)	(2,300,695)	(18,837)	-0.78%	(146,218)	-6.36%	(7,669,987)	(7,177,967)	(6,759,719)	(492,020)	-6.85%	(910,268)	-13.47%
Net Operating Income Total	826,478	738,741	624,509	87,737	11.88%	201,969	32.34%	2,284,049	2,663,052	2,622,503	(379,003)	-14.23%	(338,454)	-12.91%
Other Income & Expense Total	(61,590)	(80,495)	(35,947)	18,906	23.49%	(25,642)	-71.33%	(175,266)	(241,574)	(92,650)	66,308	27.45%	(82,616)	-89.17%
Change in Net Position	**$ 764,888**	**$ 658,246**	**$ 588,561**	**$ 106,642**	**16.20%**	**$ 176,327**	**29.96%**	**$ 2,108,783**	**$ 2,421,478**	**$ 2,529,853**	**$ (312,695)**	**-12.91%**	**$ (421,070)**	**-16.64%**
WATER														
Operating Revenues	$ 472,586	$ 442,507	$ 425,635	$ 30,079	6.80%	$ 46,951	11.03%	$ 1,365,617	$ 1,351,890	$ 1,308,246	$ 13,727	1.02%	$ 57,371	4.39%
Operating Expenses	(354,390)	(380,143)	(343,942)	25,753	6.77%	(10,448)	-3.04%	(1,225,147)	(1,415,619)	(1,255,061)	190,472	13.46%	29,914	2.38%
Net Operating Income Total	118,196	62,364	81,693	55,832	89.53%	36,503	44.68%	140,470	(63,729)	53,185	204,199	-320.42%	87,285	164.12%
Other Income & Expense Total	9,437	2,008	11,963	7,429	-369.96%	(2,527)	21.12%	26,524	6,024	34,664	20,500	-340.30%	(8,140)	23.48%
Change in Net Position	**$ 127,632**	**$ 64,372**	**$ 93,656**	**$ 63,260**	**98.27%**	**$ 33,976**	**36.28%**	**$ 166,994**	**$ (57,705)**	**$ 87,849**	**$ 224,699**	**-389.39%**	**$ 79,145**	**90.09%**

Carthage Water & Electric Plant

FINANCIAL SUMMARY (continued)
For the Month of
September 30, 2025

	CURRENT MONTH							YEAR TO DATE						
				BUDGET VARIANCE		PRIOR YEAR VARIANCE					BUDGET VARIANCE		PRIOR YEAR VARIANCE	
	ACTUAL	BUDGET	PRIOR YEAR	AMOUNT	PERCENT	AMOUNT	PERCENT	ACTUAL	BUDGET	PRIOR YEAR	AMOUNT	PERCENT	AMOUNT	PERCENT
WASTEWATER														
Operating Revenues	$ 413,945	$ 383,367	$ 386,701	$ 30,578	7.98%	$ 27,243	7.05%	$ 1,206,560	$ 1,141,435	$ 1,162,469	$ 65,125	5.71%	$ 44,091	3.79%
Operating Expenses	(300,853)	(327,229)	(278,812)	26,376	8.06%	(22,041)	-7.91%	(923,102)	(1,043,972)	(873,038)	120,870	11.58%	(50,064)	-5.73%
Net Operating Income Total	113,092	56,138	107,889	56,954	101.45%	5,203	4.82%	283,459	97,463	289,432	185,996	190.84%	(5,973)	-2.06%
Other Income & Expense Total	(262,780)	85,850	(8,604)	(348,630)	406.09%	(254,176)	-2954.18%	(31,723)	1,104,122	(11,339)	(1,135,845)	102.87%	(20,383)	-179.75%
Change in Net Position	**$ (149,688)**	**$ 141,988**	**$ 99,285**	**$ (291,676)**	**-205.42%**	**$ (248,973)**	**-250.77%**	**$ 251,736**	**$ 1,201,585**	**$ 278,092**	**$ (949,849)**	**-79.05%**	**$ (26,356)**	**-9.48%**
COMMUNICATION														
Operating Revenues	$ 243,893	$ 238,808	$ 224,637	$ 5,085	2.13%	$ 19,256	8.57%	$ 730,292	$ 710,424	$ 659,550	$ 19,868	2.80%	$ 70,742	10.73%
Operating Expenses	(175,135)	(193,733)	(149,970)	18,598	9.60%	(25,165)	-16.78%	(483,592)	(605,708)	(449,099)	122,116	20.16%	(34,493)	-7.68%
Net Operating Income Total	68,758	45,075	74,667	23,683	52.54%	(5,909)	-7.91%	246,700	104,716	210,451	141,984	135.59%	36,249	17.22%
Other Income & Expense Total	(16,797)	(18,311)	(16,880)	1,514	8.27%	83	0.49%	(51,581)	(55,166)	(50,167)	3,585	6.50%	(1,414)	-2.82%
Change in Net Position	**$ 51,961**	**$ 26,764**	**$ 57,787**	**$ 25,197**	**94.14%**	**$ (5,826)**	**-10.08%**	**$ 195,119**	**$ 49,550**	**$ 160,284**	**$ 145,569**	**293.78%**	**$ 34,835**	**21.73%**

Carthage Water & Electric Plant

Statement of Net Position
September 30, 2025 & 2024

		September 30, 2024	September 30, 2025
Current Assets	Unrestricted Cash & Cash Equivalents	26,624,995.64	32,888,250.06
	Accounts Receivable, net	3,114,507.77	3,506,217.47
	Materials & Supplies Inventory	5,882,033.36	6,138,117.84
	Prepayments & Other Current Assets	911,665.93	984,323.57
Current Assets Total		**36,533,202.70**	**43,516,908.94**
Utility Plant	Utility Plant in Service - Depreciable	167,105,661.61	172,653,366.46
	Utility Plant in Service - Nondepreciable	480,086.23	490,065.23
	Construction in Progress	13,428,417.14	15,484,100.22
	Accumulated Depreciation	(85,669,851.57)	(88,116,158.75)
	Lease Assets, Net	215,510.82	146,236.31
Utility Plant Total		**95,559,824.23**	**100,657,609.47**
Noncurrent Assets	Restricted Cash & Cash Equivalents	8,883,276.40	4,308,464.44
	Leases Receivable (GASB 87)	117,470.85	94,413.34
	Interest & Other Receivables	646,108.06	526,384.21
	Net Pension Asset	-	-
Noncurrent Assets Total		**9,646,855.31**	**4,929,261.99**
Deferred Outflows of Resources	Deferred Pension Outflows	2,727,084.00	2,727,084.00
Deferred Outflows of Resources Total		**2,727,084.00**	**2,727,084.00**
		144,466,966.24	**151,830,864.40**
Current Liabilities		**5,143,427.56**	**5,191,836.37**
Noncurrent Liabilities	Long Term Debt (due after 1 year)	26,922,417.43	25,368,593.45
	Lease Obligations Payable	137,462.41	68,955.34
	Compensated Absences	770,000.50	1,038,406.03
Noncurrent Liabilities Total		**27,829,880.34**	**26,475,954.82**
Deferred Inflows of Resources	Deferred Lease Inflows	236,153.84	151,567.74
	Deferred Pension Inflows	190,206.00	190,206.00
Deferred Inflows of Resources Total		**426,359.84**	**341,773.74**
Net Position	Beginning Year Net Position	108,011,220.25	117,098,667.50
	Current Year Net Position	3,056,078.25	2,722,631.97
Net Position Total		**111,067,298.50**	**119,821,299.47**
		144,466,966.24	**151,830,864.40**

Carthage Water & Electric Plant

Statement of Revenues, Expenses and Changes in Net Position
For the one month of September 30, 2025 & 2024 with prior year comparison

Consolidated

		Month of September 2024	Month of September 2025	Monthly $ Variance	Monthly % Variance
Operating Income	**Operating Revenues**	3,962,176.64	4,403,813.49	441,636.85	11.15%
	Operating Expenses	(3,073,419.16)	(3,277,290.63)	(203,871.47)	-6.63%
Operating Income Total		**888,757.48**	**1,126,522.86**	**237,765.38**	**26.75%**
Other Income & Expense	**Non-Operating Revenues**	153,719.33	(123,329.49)	(277,048.82)	180.23%
	Non-Operating Expenses	(203,187.36)	(208,400.38)	(5,213.02)	-2.57%
Other Income & Expense Total		**(49,468.03)**	**(331,729.87)**	**(282,261.84)**	**-570.59%**
Change in Net Position		**839,289.45**	**794,792.99**	**(44,496.46)**	**-5.30%**

Carthage Water & Electric Plant

Statement of Revenues, Expenses and Changes in Net Position
For the 3 months ending September 30, 2025 & 2024 with prior year comparison

Consolidated

		Year to Date at September 30, 2024	Year to Date at September 30, 2025	Year to Date $ Variance	Year to Date % Variance
Operating Income	**Operating Revenues**	12,512,487.39	13,256,506.31	744,018.92	5.95%
	Operating Expenses	(9,336,916.71)	(10,301,828.32)	(964,911.61)	-10.33%
Operating Income Total		**3,175,570.68**	**2,954,677.99**	**(220,892.69)**	**-6.96%**
Other Income & Expense	**Non-Operating Revenues**	478,787.53	391,476.27	(87,311.26)	-18.24%
	Non-Operating Expenses	(598,279.96)	(623,522.29)	(25,242.33)	-4.22%
Other Income & Expense Total		**(119,492.43)**	**(232,046.02)**	**(112,553.59)**	**-94.19%**
Change in Net Position		**3,056,078.25**	**2,722,631.97**	**(333,446.28)**	**-10.91%**

Carthage Water & Electric Plant

Statement of Revenues, Expenses and Changes in Net Position
For the one month of September 30, 2025 & 2024 with budget comparison

Consolidated

		Month of September 2024	Month of September 2025	Monthly Budget	Monthly $ Variance	Monthly % Variance
Operating Income	**Operating Revenues**	3,962,176.64	4,403,813.49	4,231,498.00	172,315.49	4.07%
	Operating Expenses	(3,073,419.16)	(3,277,290.63)	(3,329,180.00)	51,889.37	1.56%
Operating Income Total		**888,757.48**	**1,126,522.86**	**902,318.00**	**224,204.86**	**24.85%**
Other Income & Expense	**Non-Operating Revenues**	153,719.33	(123,329.49)	197,392.00	(320,721.49)	162.48%
	Non-Operating Expenses	(203,187.36)	(208,400.38)	(208,340.00)	(60.38)	-0.03%
Other Income & Expense Total		**(49,468.03)**	**(331,729.87)**	**(10,948.00)**	**(320,781.87)**	**-2930.05%**
Change in Net Position		**839,289.45**	**794,792.99**	**891,370.00**	**(96,577.01)**	**-10.83%**

Carthage Water & Electric Plant

Statement of Revenues, Expenses and Changes in Net Position
For the 3 months ending September 30, 2025 & 2024 with remaining budget

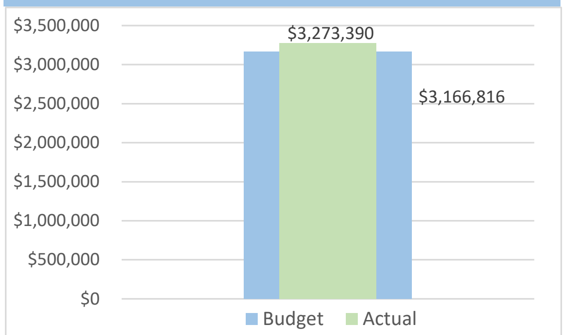
Consolidated

		Year to Date at September 30, 2024	Year to Date at September 30, 2025	Full Year Budget	$ Budget Remaining	% Budget Used
Operating Income	**Operating Revenues**	12,512,487.39	13,256,506.31	45,261,600.00	32,005,093.69	29.29%
	Operating Expenses	(9,336,916.71)	(10,301,828.32)	(40,335,840.00)	(30,034,011.68)	25.54%
Operating Income Total		**3,175,570.68**	**2,954,677.99**	**4,925,760.00**	**1,971,082.01**	**59.98%**
Other Income & Expense	**Non-Operating Revenues**	478,787.53	391,476.27	2,396,000.00	2,004,523.73	16.34%
	Non-Operating Expenses	(598,279.96)	(623,522.29)	(2,992,488.00)	(2,368,965.71)	20.84%
Other Income & Expense Total		**(119,492.43)**	**(232,046.02)**	**(596,488.00)**	**(364,441.98)**	**38.90%**
Change in Net Position		**3,056,078.25**	**2,722,631.97**	**4,329,272.00**	**1,606,640.03**	**62.89%**

CWEP Carthage Water & Electric Plant

ELECTRIC DASHBOARD
SEPTEMBER 2025

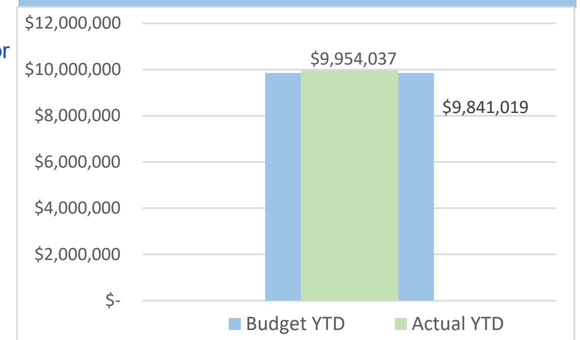
Operating Revenue
Current Month



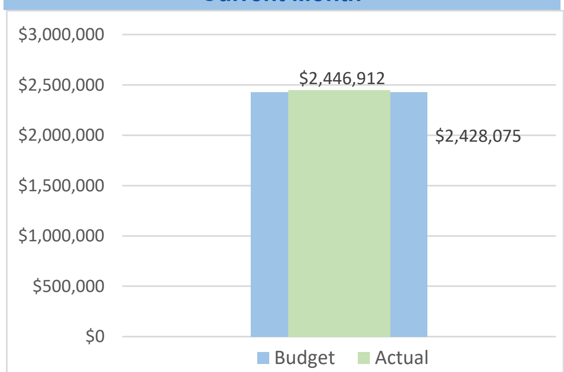
Comments

Operating revenues exceeded budget for the month and year to date.

Operating Revenue
Year to Date



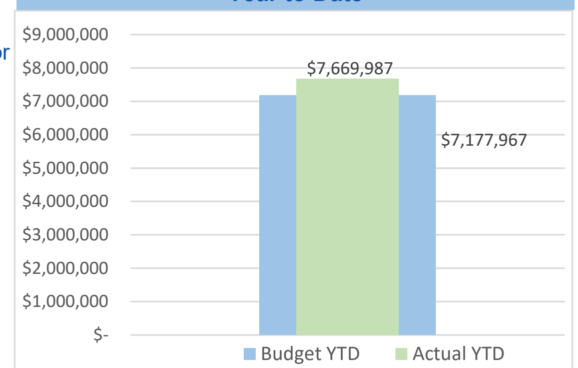
Operating Expense
Current Month



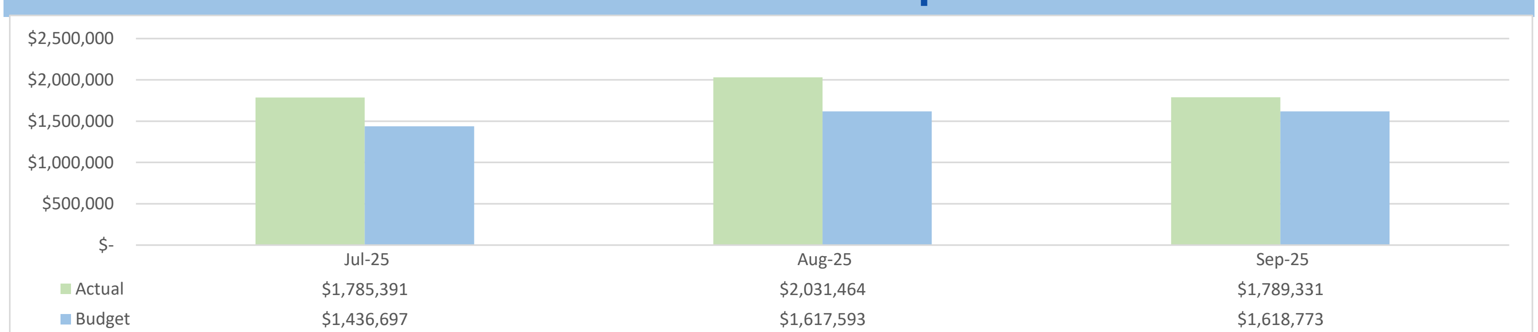
Comments

Operating expenses were over budget for the month and year to date.

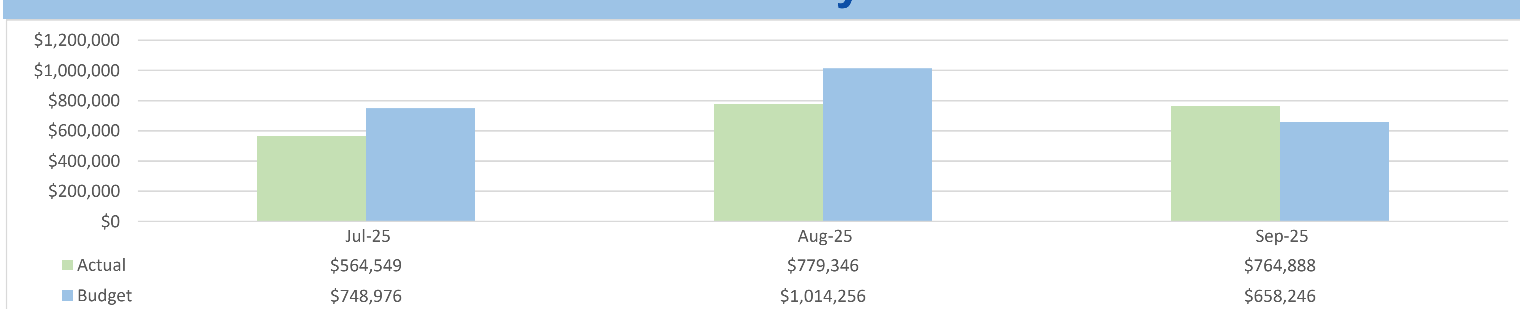
Operating Expense
Year to Date



Purchase Power Expense



Net Position by Month



Carthage Water & Electric Plant

Statement of Revenues, Expenses and Changes in Net Position
For the one month of September 30, 2025 & 2024 with budget comparison

Electric

				Month of September 2024	Month of September 2025	Monthly Budget	Monthly $ Variance	Monthly % Variance
Operating Income	**Operating Revenues**	**Sales by Revenue Class**	ELEC RESIDENTIAL REVENUES	1,067,263.29	1,196,407.08	1,141,006.00	55,401.08	4.86%
			ELEC COMMERCIAL REVENUES	596,551.36	644,333.21	650,524.00	(6,190.79)	-0.95%
			ELEC INDUSTRIAL REVENUES	1,132,170.68	1,305,944.59	1,247,424.00	58,520.59	4.69%
			CITY SERVICES	21,866.30	21,098.67	20,549.00	549.67	2.67%
			DEPARTMENTAL UTILITIES	66,950.81	69,237.81	69,738.00	(500.19)	-0.72%
		Sales by Revenue Class Total		**2,884,802.44**	**3,237,021.36**	**3,129,241.00**	**107,780.36**	**3.44%**
		Other Operating Revenues		40,400.83	36,368.65	37,575.00	(1,206.35)	-3.21%
	Operating Revenues Total			**2,925,203.27**	**3,273,390.01**	**3,166,816.00**	**106,574.01**	**3.37%**
	Operating Expenses	**Cost of Power Production - Operations**		(55,686.28)	(40,643.51)	(52,927.00)	12,283.49	23.21%
		Cost of Power Production - Maintenance		(45,023.43)	(40,856.20)	(39,155.00)	(1,701.20)	-4.34%
		Cost of Purchased Power		(1,677,958.80)	(1,789,331.31)	(1,618,773.00)	(170,558.31)	-10.54%
		Electric Distribution Expense - Operations		(47,415.86)	(63,727.76)	(84,802.00)	21,074.24	24.85%
		Electric Distribution Expense - Maintenance		(84,069.33)	(83,115.86)	(126,060.00)	42,944.14	34.07%
		Electric Distribution Expense - Municipal		(25,852.73)	(29,911.66)	(27,853.00)	(2,058.66)	-7.39%
		Customer Service Expense		(27,596.91)	(31,343.43)	(37,893.00)	6,549.57	17.28%
		Administrative & General Expense		(190,123.08)	(200,778.29)	(235,148.00)	34,369.71	14.62%
		Depreciation Expense		(144,082.88)	(164,297.18)	(202,573.00)	38,275.82	18.89%
		Amortization Expense		(2,885.28)	(2,907.10)	(2,891.00)	(16.10)	-0.56%
	Operating Expenses Total			**(2,300,694.58)**	**(2,446,912.30)**	**(2,428,075.00)**	**(18,837.30)**	**-0.78%**
Operating Income Total				**624,508.69**	**826,477.71**	**738,741.00**	**87,736.71**	**11.88%**
Other Income & Expense	**Non-Operating Revenues**	**Investment Income**		114,762.67	91,121.14	71,667.00	19,454.14	27.15%
		Other Non-Operating Income		56.24	34.93	542.00	(507.07)	-93.56%
		Gain (Loss) on Asset Disposition		-	-	-	-	0.00%
	Non-Operating Revenues Total			**114,818.91**	**91,156.07**	**72,209.00**	**18,947.07**	**26.24%**
	Non-Operating Expenses	**Interest Expense**		(56,770.67)	(54,329.91)	(55,607.00)	1,277.09	2.30%
		Transfer to City		(93,258.36)	(96,118.00)	(96,118.00)	-	0.00%
		Other Non-Operating Expense		(737.09)	(2,297.66)	(979.00)	(1,318.66)	-134.69%
	Non-Operating Expenses Total			**(150,766.12)**	**(152,745.57)**	**(152,704.00)**	**(41.57)**	**-0.03%**
Other Income & Expense Total				**(35,947.21)**	**(61,589.50)**	**(80,495.00)**	**18,905.50**	**23.49%**
Change in Net Position				**588,561.48**	**764,888.21**	**658,246.00**	**106,642.21**	**16.20%**

Carthage Water & Electric Plant

Statement of Revenues, Expenses and Changes in Net Position
For the 3 months ending September 30, 2025 & 2024 with remaining budget

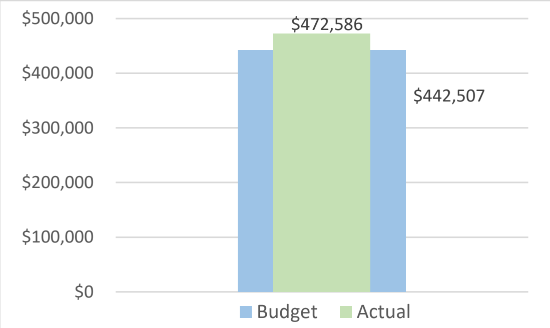
Electric

				Year to Date at September 30, 2024	Year to Date at September 30, 2025	Full Year Budget	$ Budget Remaining	% Budget Used
Operating Income	**Operating Revenues**	**Sales by Revenue Class**	ELEC RESIDENTIAL REVENUES	3,444,593.15	3,670,464.66	11,319,500.00	7,649,035.34	32.43%
			ELEC COMMERCIAL REVENUES	1,925,769.43	1,995,348.31	6,697,000.00	4,701,651.69	29.79%
			ELEC INDUSTRIAL REVENUES	3,654,300.76	3,939,665.43	13,866,500.00	9,926,834.57	28.41%
			CITY SERVICES	59,587.55	61,420.46	235,000.00	173,579.54	26.14%
			DEPARTMENTAL UTILITIES	188,908.75	190,262.54	756,000.00	565,737.46	25.17%
		Sales by Revenue Class Total		**9,273,159.64**	**9,857,161.40**	**32,874,000.00**	**23,016,838.60**	**29.98%**
		Other Operating Revenues		109,062.88	96,875.41	350,000.00	253,124.59	27.68%
	Operating Revenues Total			**9,382,222.52**	**9,954,036.81**	**33,224,000.00**	**23,269,963.19**	**29.96%**
	Operating Expenses	**Cost of Power Production - Operations**		(153,285.05)	(145,971.61)	(693,050.00)	(547,078.39)	21.06%
		Cost of Power Production - Maintenance		(116,375.08)	(163,509.06)	(537,290.00)	(373,780.94)	30.43%
		Cost of Purchased Power		(4,936,109.23)	(5,606,185.88)	(19,422,500.00)	(13,816,314.12)	28.86%
		Electric Distribution Expense - Operations		(165,864.09)	(189,409.27)	(849,550.00)	(660,140.73)	22.30%
		Electric Distribution Expense - Maintenance		(212,501.09)	(295,079.34)	(1,301,250.00)	(1,006,170.66)	22.68%
		Electric Distribution Expense - Municipal		(72,309.47)	(81,430.09)	(336,900.00)	(255,469.91)	24.17%
		Customer Service Expense		(82,616.56)	(84,068.28)	(464,800.00)	(380,731.72)	18.09%
		Administrative & General Expense		(579,637.96)	(602,113.38)	(3,012,357.00)	(2,410,243.62)	19.99%
		Depreciation Expense		(432,364.84)	(493,499.15)	(2,430,876.00)	(1,937,376.85)	20.30%
		Amortization Expense		(8,655.84)	(8,721.30)	(27,300.00)	(18,578.70)	31.95%
	Operating Expenses Total			**(6,759,719.21)**	**(7,669,987.36)**	**(29,075,873.00)**	**(21,405,885.64)**	**26.38%**
Operating Income Total				**2,622,503.31**	**2,284,049.45**	**4,148,127.00**	**1,864,077.55**	**55.06%**
Other Income & Expense	**Non-Operating Revenues**	**Investment Income**		363,649.72	280,669.48	860,000.00	579,330.52	32.64%
		Other Non-Operating Income		214.09	104.75	55,000.00	54,895.25	0.19%
		Gain (Loss) on Asset Disposition		-	3,950.00	-	(3,950.00)	0.00%
	Non-Operating Revenues Total			**363,863.81**	**284,724.23**	**915,000.00**	**630,275.77**	**31.12%**
	Non-Operating Expenses	**Interest Expense**		(174,232.01)	(166,786.15)	(1,224,558.00)	(1,057,771.85)	13.62%
		Transfer to City		(279,775.08)	(288,354.00)	(1,153,416.00)	(865,062.00)	25.00%
		Other Non-Operating Expense		(2,506.91)	(4,850.10)	(13,600.00)	(8,749.90)	35.66%
	Non-Operating Expenses Total			**(456,514.00)**	**(459,990.25)**	**(2,391,574.00)**	**(1,931,583.75)**	**19.23%**
Other Income & Expense Total				**(92,650.19)**	**(175,266.02)**	**(1,476,574.00)**	**(1,301,307.98)**	**11.87%**
Change in Net Position				**2,529,853.12**	**2,108,783.43**	**2,671,553.00**	**562,769.57**	**78.93%**

Carthage Water & Electric Plant

WATER DASHBOARD
SEPTEMBER 2025

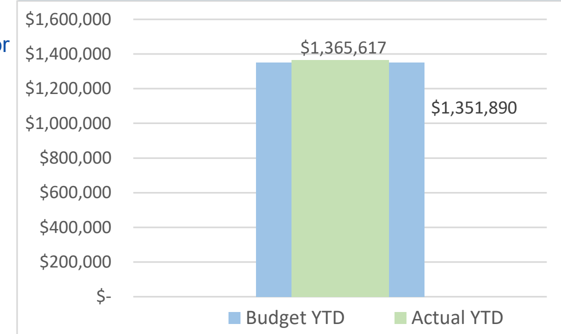
Operating Revenue
Current Month



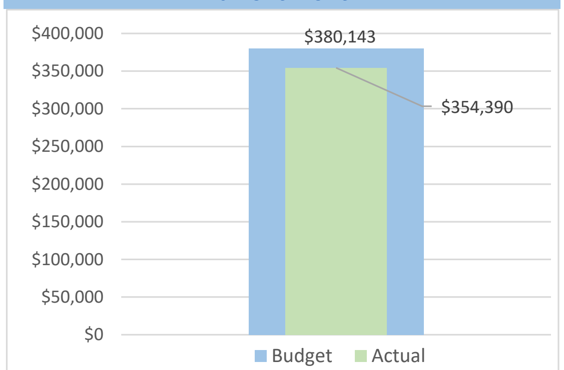
Comments

Operating revenues exceeded budget for the month and year to date.

Operating Revenue
Year to Date



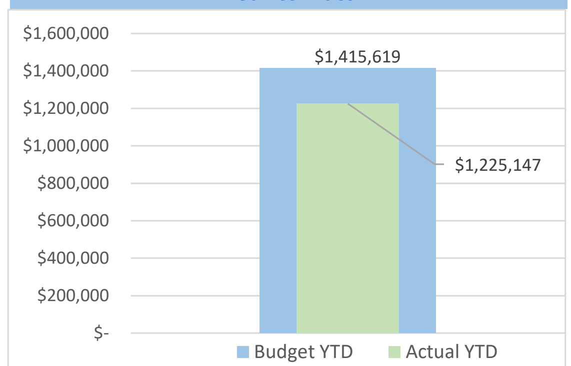
Operating Expense
Current Month



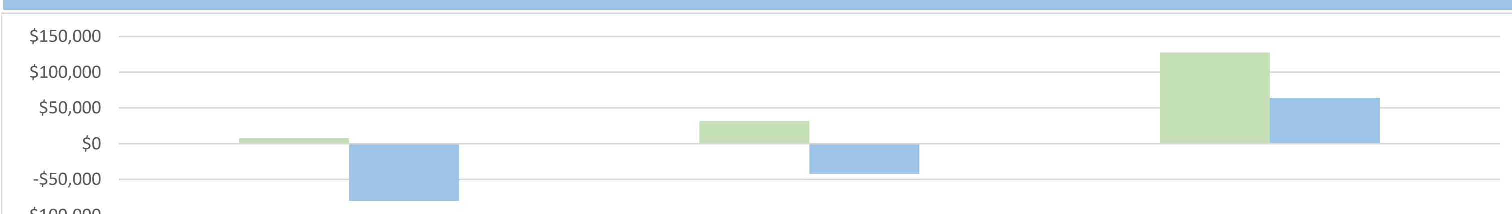
Comments

Operating expenses were under budget for the month and YTD.

Operating Expense
Year to Date

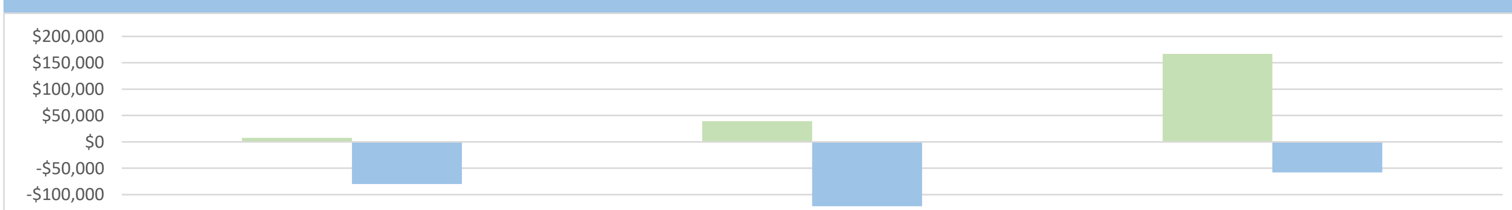


Net Position by Month



	Jul-25	Aug-25	Sep-25
Actual	$7,640	$31,722	$127,632
Budget	-$79,886	-$42,191	$64,372

Year to Date Net Position



	Jul-25	Aug-25	Sep-25
Actual	$7,640	$39,362	$166,994
Budget	-$79,886	-$122,077	-$57,705

Carthage Water & Electric Plant

Statement of Revenues, Expenses and Changes in Net Position
For the one month of September 30, 2025 & 2024 with budget comparison

Water

				Month of September 2024	Month of September 2025	Monthly Budget	Monthly $ Variance	Monthly % Variance
Operating Income	**Operating Revenues**	**Sales by Revenue Class**	WATER RESIDENTIAL REVENUE	203,347.00	210,187.93	205,918.00	4,269.93	2.07%
			WATER-COMMERCIAL REVENUE	108,945.11	113,642.85	112,757.00	885.85	0.79%
			WATER-INDUSTRIAL REVENUE	105,606.37	121,184.37	113,928.00	7,256.37	6.37%
			WATER CITY SERVICES	5.40	153.00	20.00	133.00	665.00%
			WATER DEPT UTILITIES	4,629.25	5,095.36	4,261.00	834.36	19.58%
		Sales by Revenue Class Total		**422,533.13**	**450,263.51**	**436,884.00**	**13,379.51**	**3.06%**
		Other Operating Revenues		3,101.83	22,322.19	5,623.00	16,699.19	296.98%
	Operating Revenues Total			**425,634.96**	**472,585.70**	**442,507.00**	**30,078.70**	**6.80%**
	Operating Expenses	**Cost of Water Production**		(33,012.39)	(52,463.10)	(37,247.00)	(15,216.10)	-40.85%
		Cost of Water Treatment		(62,794.03)	(55,956.39)	(60,810.00)	4,853.61	7.98%
		Cost of Water Distribution		(87,351.77)	(73,935.38)	(96,740.00)	22,804.62	23.57%
		Cost of Water Distribution - Municipal		(5,954.82)	(11,681.62)	(8,828.00)	(2,853.62)	-32.32%
		Customer Service Expense		(20,056.40)	(24,198.99)	(29,256.00)	5,057.01	17.29%
		Administrative & General Expense		(28,500.36)	(30,855.51)	(36,137.00)	5,281.49	14.62%
		Depreciation Expense		(104,300.99)	(103,312.64)	(109,150.00)	5,837.36	5.35%
		Amortization Expense		(1,971.43)	(1,986.45)	(1,975.00)	(11.45)	-0.58%
	Operating Expenses Total			**(343,942.19)**	**(354,390.08)**	**(380,143.00)**	**25,752.92**	**6.77%**
Operating Income Total				**81,692.77**	**118,195.62**	**62,364.00**	**55,831.62**	**89.53%**
Other Income & Expense	**Non-Operating Revenues**	**Investment Income**		19,680.10	18,505.89	14,583.00	3,922.89	26.90%
		Other Non-Operating Income		3,617.34	3,624.87	-	3,624.87	0.00%
		Gain (Loss) on Asset Disposition		-	-	-	-	0.00%
	Non-Operating Revenues Total			**23,297.44**	**22,130.76**	**14,583.00**	**7,547.76**	**51.76%**
	Non-Operating Expenses	**Interest Expense**		(295.50)	(182.66)	(300.00)	117.34	39.11%
		Transfer to City		(10,975.09)	(12,242.59)	(12,242.00)	(0.59)	0.00%
		Other Non-Operating Expense		(63.47)	(268.81)	(33.00)	(235.81)	-714.58%
	Non-Operating Expenses Total			**(11,334.06)**	**(12,694.06)**	**(12,575.00)**	**(119.06)**	**-0.95%**
Other Income & Expense Total				**11,963.38**	**9,436.70**	**2,008.00**	**7,428.70**	**369.96%**
Change in Net Position				**93,656.15**	**127,632.32**	**64,372.00**	**63,260.32**	**98.27%**

Carthage Water & Electric Plant

Statement of Revenues, Expenses and Changes in Net Position
For the 3 months ending September 30, 2025 & 2024 with remaining budget

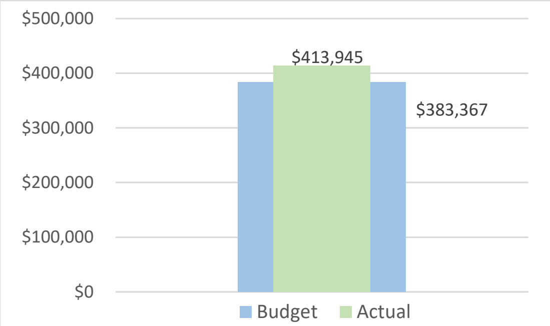
Water

				Year to Date at September 30, 2024	Year to Date at September 30, 2025	Full Year Budget	$ Budget Remaining	% Budget Used
Operating Income	**Operating Revenues**	**Sales by Revenue Class**	WATER RESIDENTIAL REVENUE	612,632.17	624,326.83	2,262,000.00	1,637,673.17	27.60%
			WATER-COMMERCIAL REVENUE	329,876.38	330,964.08	1,099,000.00	768,035.92	30.12%
			WATER-INDUSTRIAL REVENUE	336,443.82	367,178.30	1,242,000.00	874,821.70	29.56%
			WATER CITY SERVICES	1,110.15	947.58	1,500.00	552.42	63.17%
			WATER DEPT UTILITIES	12,050.06	12,632.84	39,000.00	26,367.16	32.39%
		Sales by Revenue Class Total		**1,292,112.58**	**1,336,049.63**	**4,643,500.00**	**3,307,450.37**	**28.77%**
		Other Operating Revenues		16,133.37	29,567.29	45,000.00	15,432.71	65.71%
	Operating Revenues Total			**1,308,245.95**	**1,365,616.92**	**4,688,500.00**	**3,322,883.08**	**29.13%**
	Operating Expenses	**Cost of Water Production**		(103,406.80)	(122,075.90)	(624,948.00)	(502,872.10)	19.53%
		Cost of Water Treatment		(200,022.33)	(183,185.22)	(808,071.00)	(624,885.78)	22.67%
		Cost of Water Distribution		(462,444.17)	(409,958.29)	(1,266,300.00)	(856,341.71)	32.37%
		Cost of Water Distribution - Municipal		(23,437.56)	(37,023.69)	(107,500.00)	(70,476.31)	34.44%
		Customer Service Expense		(60,042.62)	(64,905.70)	(358,850.00)	(293,944.30)	18.09%
		Administrative & General Expense		(86,890.51)	(92,532.51)	(462,938.00)	(370,405.49)	19.99%
		Depreciation Expense		(312,902.89)	(309,506.30)	(1,309,801.00)	(1,000,294.70)	23.63%
		Amortization Expense		(5,914.29)	(5,959.35)	(23,700.00)	(17,740.65)	25.14%
	Operating Expenses Total			**(1,255,061.17)**	**(1,225,146.96)**	**(4,962,108.00)**	**(3,736,961.04)**	**24.69%**
Operating Income Total				**53,184.78**	**140,469.96**	**(273,608.00)**	**(414,077.96)**	**-51.34%**
Other Income & Expense	**Non-Operating Revenues**	**Investment Income**		59,390.90	55,052.31	175,000.00	119,947.69	31.46%
		Other Non-Operating Income		9,377.08	9,367.69	38,800.00	29,432.31	24.14%
		Gain (Loss) on Asset Disposition		-	-	-	-	0.00%
	Non-Operating Revenues Total			**68,767.98**	**64,420.00**	**213,800.00**	**149,380.00**	**30.13%**
	Non-Operating Expenses	**Interest Expense**		(882.82)	(545.92)	(3,600.00)	(3,054.08)	15.16%
		Transfer to City		(32,925.27)	(36,727.77)	(146,911.00)	(110,183.23)	25.00%
		Other Non-Operating Expense		(295.54)	(622.45)	(400.00)	222.45	155.61%
	Non-Operating Expenses Total			**(34,103.63)**	**(37,896.14)**	**(150,911.00)**	**(113,014.86)**	**25.11%**
Other Income & Expense Total				**34,664.35**	**26,523.86**	**62,889.00**	**36,365.14**	**42.18%**
Change in Net Position				**87,849.13**	**166,993.82**	**(210,719.00)**	**(377,712.82)**	**-79.25%**

WASTEWATER DASHBOARD
SEPTEMBER 2025

Carthage Water & Electric Plant

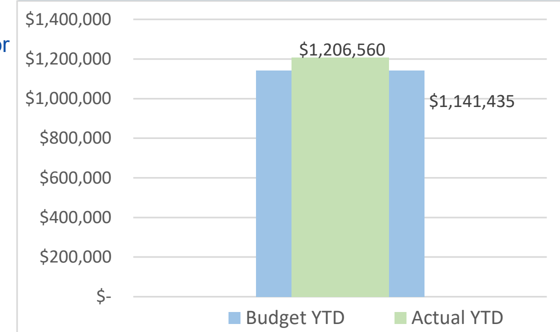
Operating Revenue
Current Month



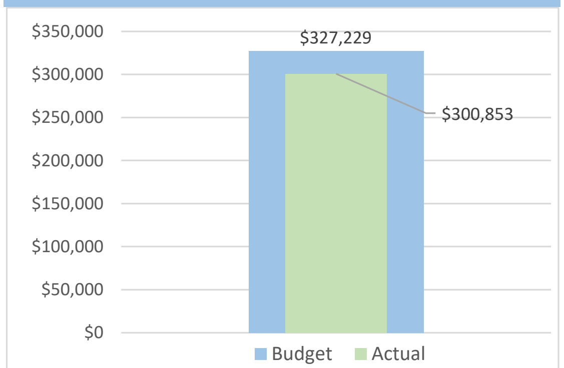
Comments

Operating revenues exceeded budget for the month and year to date.

Operating Revenue
Year to Date



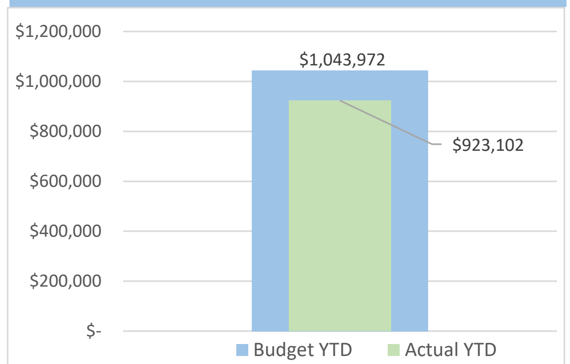
Operating Expense
Current Month



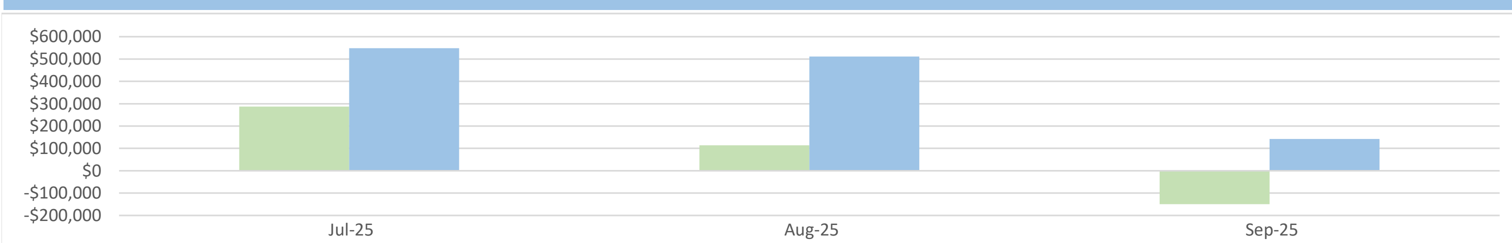
Comments

Operating expenses were under budget for the month and year to date.

Operating Expense
Year to Date

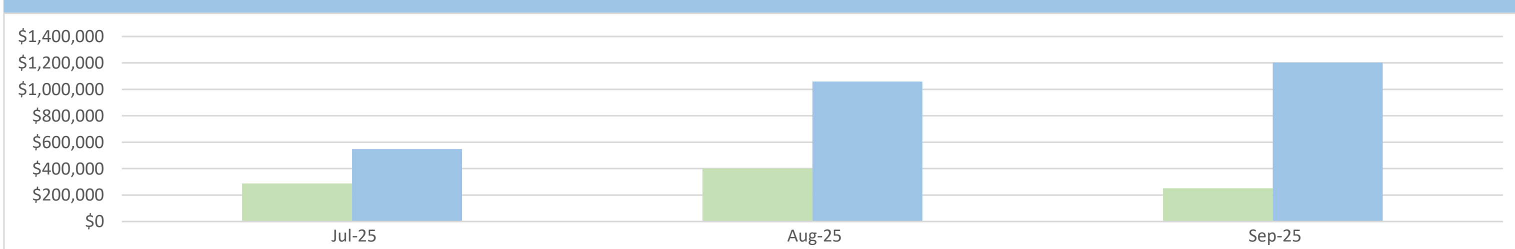


Net Position by Month



	Jul-25	Aug-25	Sep-25
Actual	$287,588	$113,836	-$149,688
Budget	$548,146	$511,451	$141,988

Year to Date Net Position



	Jul-25	Aug-25	Sep-25
Actual	$287,588	$401,424	$251,736
Budget	$548,146	$1,059,597	$1,201,585

Carthage Water & Electric Plant

Statement of Revenues, Expenses and Changes in Net Position
For the one month of September 30, 2025 & 2024 with budget comparison

Wastewater

				Month of September 2024	Month of September 2025	Monthly Budget	Monthly $ Variance	Monthly % Variance
Operating Income	**Operating Revenues**	**Sales by Revenue Class**	WW SERVICE BILLINGS-RESID	195,523.97	198,005.03	195,150.00	2,855.03	1.46%
			WW SERVICE BILLINGS-COMM	77,931.36	77,497.82	80,574.00	(3,076.18)	-3.82%
			WW SERVICE BILLINGS-INDUS	106,642.30	128,467.35	104,680.00	23,787.35	22.72%
			PRETREATMENT REVENUE	3,750.00	7,750.00	-	7,750.00	0.00%
			WW DEPARTMENT UTILITIES	334.04	302.22	388.00	(85.78)	-22.11%
		Sales by Revenue Class Total		**384,181.67**	**412,022.42**	**380,792.00**	**31,230.42**	**8.20%**
		Other Operating Revenues		2,519.74	1,922.41	2,575.00	(652.59)	-25.34%
	Operating Revenues Total			**386,701.41**	**413,944.83**	**383,367.00**	**30,577.83**	**7.98%**
	Operating Expenses	**Operating Expenses- Wastewater**		(129,477.97)	(142,728.39)	(153,820.00)	11,091.61	7.21%
		Pretreatment Expenses		(7,237.57)	(8,127.00)	(8,361.00)	234.00	2.80%
		Customer Service Expense		(19,357.23)	(23,614.33)	(28,549.00)	4,934.67	17.28%
		Administrative & General Expense		(23,085.42)	(25,316.73)	(29,651.00)	4,334.27	14.62%
		Depreciation Expense		(99,654.13)	(101,066.55)	(106,848.00)	5,781.45	5.41%
	Operating Expenses Total			**(278,812.32)**	**(300,853.00)**	**(327,229.00)**	**26,376.00**	**8.06%**
Operating Income Total				**107,889.09**	**113,091.83**	**56,138.00**	**56,953.83**	**101.45%**
Other Income & Expense	**Non-Operating Revenues**	**Investment Income**		14,970.52	13,836.42	10,250.00	3,586.42	34.99%
		Other Non-Operating Income		-	(251,390.98)	100,000.00	(351,390.98)	351.39%
		Gain (Loss) on Asset Disposition		-	-	-	-	0.00%
	Non-Operating Revenues Total			**14,970.52**	**(237,554.56)**	**110,250.00**	**(347,804.56)**	**315.47%**
	Non-Operating Expenses	**Interest Expense**		(5,767.93)	(5,436.35)	(4,808.00)	(628.35)	-13.07%
		Transfer to City		(9,680.62)	(11,345.48)	(11,346.00)	0.52	0.00%
		Other Non-Operating Expense		(8,125.92)	(8,443.49)	(8,246.00)	(197.49)	-2.39%
	Non-Operating Expenses Total			**(23,574.47)**	**(25,225.32)**	**(24,400.00)**	**(825.32)**	**-3.38%**
Other Income & Expense Total				**(8,603.95)**	**(262,779.88)**	**85,850.00**	**(348,629.88)**	**406.09%**
Change in Net Position				**99,285.14**	**(149,688.05)**	**141,988.00**	**(291,676.05)**	**205.42%**

Carthage Water & Electric Plant

Statement of Revenues, Expenses and Changes in Net Position
For the 3 months ending September 30, 2025 & 2024 with remaining budget

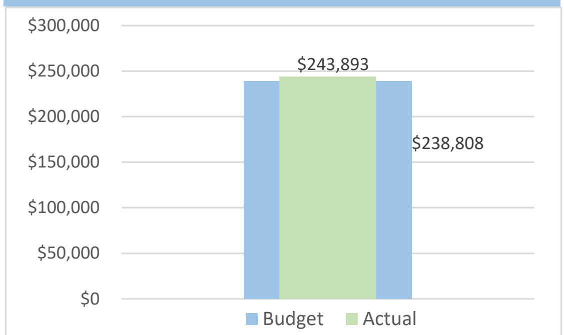
Wastewater

				Year to Date at September 30, 2024	Year to Date at September 30, 2025	Full Year Budget	$ Budget Remaining	% Budget Used
Operating Income	**Operating Revenues**	**Sales by Revenue Class**	WW SERVICE BILLINGS-RESID	588,201.86	592,039.82	2,339,000.00	1,746,960.18	25.31%
			WW SERVICE BILLINGS-COMM	241,171.22	236,450.43	872,400.00	635,949.57	27.10%
			WW SERVICE BILLINGS-INDUS	320,664.25	355,207.14	1,158,000.00	802,792.86	30.67%
			PRETREATMENT REVENUE	4,000.00	16,250.00	-	(16,250.00)	0.00%
			WW DEPARTMENT UTILITIES	992.97	876.15	4,000.00	3,123.85	21.90%
		Sales by Revenue Class Total		**1,155,030.30**	**1,200,823.54**	**4,373,400.00**	**3,172,576.46**	**27.46%**
		Other Operating Revenues		7,438.82	5,736.91	26,000.00	20,263.09	22.07%
	Operating Revenues Total			**1,162,469.12**	**1,206,560.45**	**4,399,400.00**	**3,192,839.55**	**27.43%**
	Operating Expenses	**Operating Expenses- Wastewater**		(422,042.44)	(458,949.74)	(1,927,900.00)	(1,468,950.26)	23.81%
		Pretreatment Expenses		(23,701.47)	(22,211.93)	(103,600.00)	(81,388.07)	21.44%
		Customer Service Expense		(57,949.52)	(63,337.56)	(350,180.00)	(286,842.44)	18.09%
		Administrative & General Expense		(70,381.70)	(75,922.27)	(379,837.00)	(303,914.73)	19.99%
		Depreciation Expense		(298,962.38)	(302,680.36)	(1,282,177.00)	(979,496.64)	23.61%
	Operating Expenses Total			**(873,037.51)**	**(923,101.86)**	**(4,043,694.00)**	**(3,120,592.14)**	**22.83%**
Operating Income Total				**289,431.61**	**283,458.59**	**355,706.00**	**72,247.41**	**79.69%**
Other Income & Expense	**Non-Operating Revenues**	**Investment Income**		43,558.78	40,305.10	123,000.00	82,694.90	32.77%
		Other Non-Operating Income		-	-	1,140,000.00	1,140,000.00	0.00%
		Gain (Loss) on Asset Disposition		-	-	-	-	0.00%
	Non-Operating Revenues Total			**43,558.78**	**40,305.10**	**1,263,000.00**	**1,222,694.90**	**3.19%**
	Non-Operating Expenses	**Interest Expense**		(17,688.32)	(16,671.48)	(57,700.00)	(41,028.52)	28.89%
		Transfer to City		(29,041.86)	(34,036.44)	(136,146.00)	(102,109.56)	25.00%
		Other Non-Operating Expense		(8,168.06)	(21,319.86)	(35,500.00)	(14,180.14)	60.06%
	Non-Operating Expenses Total			**(54,898.24)**	**(72,027.78)**	**(229,346.00)**	**(157,318.22)**	**31.41%**
Other Income & Expense Total				**(11,339.46)**	**(31,722.68)**	**1,033,654.00**	**1,065,376.68**	**-3.07%**
Change in Net Position				**278,092.15**	**251,735.91**	**1,389,360.00**	**1,137,624.09**	**18.12%**

Carthage Water & Electric Plant

COMMUNICATION DASHBOARD
SEPTEMBER 2025

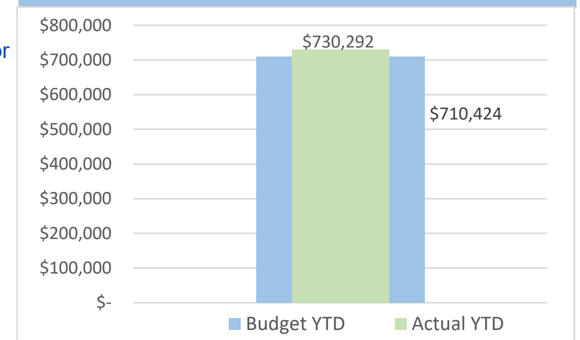
Operating Revenue
Current Month



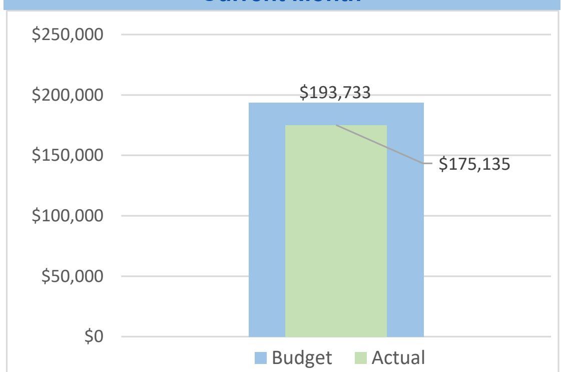
Comments

Operating revenues exceeded budget for the month and year to date.

Operating Revenue
Year to Date



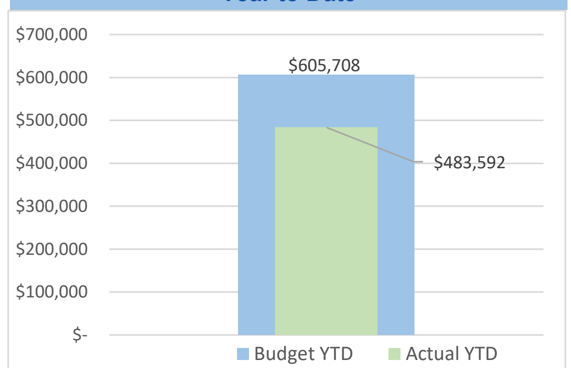
Operating Expense
Current Month



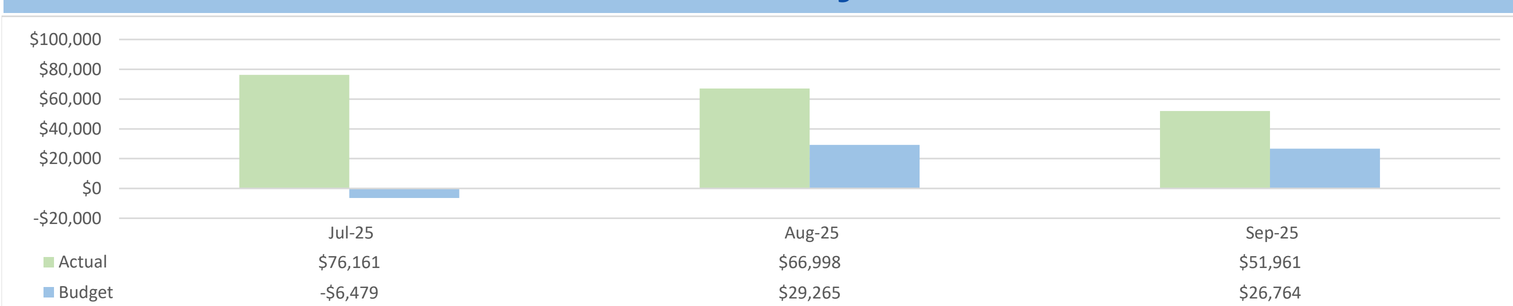
Comments

Operating expenses were under budget for the month and year to date.

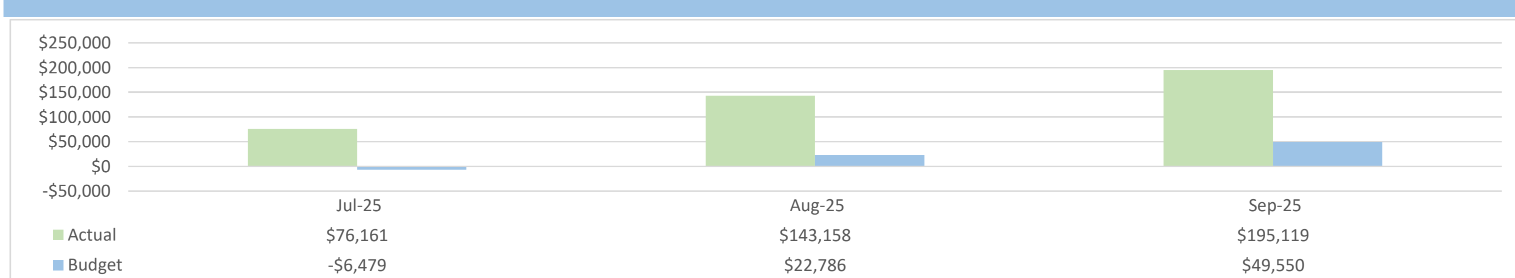
Operating Expense
Year to Date



Net Position by Month



Year to Date Net Position



Carthage Water & Electric Plant

Statement of Revenues, Expenses and Changes in Net Position
For the one month of September 30, 2025 & 2024 with budget comparison

Communication

				Month of September 2024	Month of September 2025	Monthly Budget	Monthly $ Variance	Monthly % Variance
Operating Income	**Operating Revenues**	**Sales by Revenue Class**	WIRELESS RESIDENTIAL	15,301.93	12,967.83	11,091.00	1,876.83	16.92%
			FIBER RESIDENTIAL	132,643.02	152,789.91	158,184.00	(5,394.09)	-3.41%
			WIRELESS COMMERCIAL	2,704.78	2,417.59	1,900.00	517.59	27.24%
			FIBER COMMERCIAL	41,220.06	47,079.34	41,500.00	5,579.34	13.44%
			FIBER INDUSTRIAL	6,721.08	6,024.70	6,500.00	(475.30)	-7.31%
			FIBER DARK	6,762.62	4,115.00	4,000.00	115.00	2.88%
			CWEP WIRELESS	279.70	279.70	283.00	(3.30)	-1.17%
			CWEP FIBER	9,240.00	9,289.83	9,250.00	39.83	0.43%
		Sales by Revenue Class Total		**214,873.19**	**234,963.90**	**232,708.00**	**2,255.90**	**0.97%**
		Other Operating Revenues		9,763.81	8,929.05	6,100.00	2,829.05	46.38%
	Operating Revenues Total			**224,637.00**	**243,892.95**	**238,808.00**	**5,084.95**	**2.13%**
	Operating Expenses	**Operating Expenses - Fiber**		(43,123.35)	(60,815.42)	(69,787.00)	8,971.58	12.86%
		Operating Expenses - Wireless		(16,233.50)	(10,159.22)	(12,890.00)	2,730.78	21.19%
		Customer Service Expense		(7,448.93)	(11,933.63)	(14,427.00)	2,493.37	17.28%
		Administrative & General Expense		(6,228.18)	(9,850.29)	(11,537.00)	1,686.71	14.62%
		Depreciation Expense		(76,936.11)	(82,376.69)	(85,092.00)	2,715.31	3.19%
	Operating Expenses Total			**(149,970.07)**	**(175,135.25)**	**(193,733.00)**	**18,597.75**	**9.60%**
Operating Income Total				**74,666.93**	**68,757.70**	**45,075.00**	**23,682.70**	**52.54%**
Other Income & Expense	**Non-Operating Revenues**	**Investment Income**		632.46	377.32	350.00	27.32	7.81%
		Other Non-Operating Income		-	560.92	-	560.92	0.00%
		Gain (Loss) on Asset Disposition		-	-	-	-	0.00%
	Non-Operating Revenues Total			**632.46**	**938.24**	**350.00**	**588.24**	**168.07%**
	Non-Operating Expenses	**Interest Expense**		(11,172.25)	(10,307.15)	(10,307.00)	(0.15)	0.00%
		Transfer to City		(5,538.35)	(6,763.53)	(6,764.00)	0.47	0.01%
		Other Non-Operating Expense		(802.11)	(664.75)	(1,590.00)	925.25	58.19%
	Non-Operating Expenses Total			**(17,512.71)**	**(17,735.43)**	**(18,661.00)**	**925.57**	**4.96%**
Other Income & Expense Total				**(16,880.25)**	**(16,797.19)**	**(18,311.00)**	**1,513.81**	**8.27%**
Change in Net Position				**57,786.68**	**51,960.51**	**26,764.00**	**25,196.51**	**94.14%**

Carthage Water & Electric Plant

Statement of Revenues, Expenses and Changes in Net Position
For the 3 months ending September 30, 2025 & 2024 with remaining budget

Communication

				Year to Date at September 30, 2024	Year to Date at September 30, 2025	Full Year Budget	$ Budget Remaining	% Budget Used
Operating Income	**Operating Revenues**	**Sales by Revenue Class**	WIRELESS RESIDENTIAL	45,589.03	38,698.61	120,500.00	81,801.39	32.12%
			FIBER RESIDENTIAL	391,796.22	458,162.74	1,999,000.00	1,540,837.26	22.92%
			WIRELESS COMMERCIAL	8,139.01	7,720.77	18,600.00	10,879.23	41.51%
			FIBER COMMERCIAL	122,621.97	137,775.65	498,000.00	360,224.35	27.67%
			FIBER INDUSTRIAL	22,993.62	18,022.10	78,000.00	59,977.90	23.11%
			FIBER DARK	15,663.12	12,345.00	48,000.00	35,655.00	25.72%
			CWEP WIRELESS	839.10	839.10	3,400.00	2,560.90	24.68%
			CWEP FIBER	27,720.00	27,769.83	111,000.00	83,230.17	25.02%
		Sales by Revenue Class Total		**635,362.07**	**701,333.80**	**2,876,500.00**	**2,175,166.20**	**24.38%**
		Other Operating Revenues		24,187.73	28,958.33	73,200.00	44,241.67	39.56%
	Operating Revenues Total			**659,549.80**	**730,292.13**	**2,949,700.00**	**2,219,407.87**	**24.76%**
	Operating Expenses	**Operating Expenses - Fiber**		(127,857.17)	(143,187.04)	(858,400.00)	(715,212.96)	16.68%
		Operating Expenses - Wireless		(49,145.40)	(31,747.61)	(49,900.00)	(18,152.39)	63.62%
		Customer Service Expense		(22,299.76)	(32,007.97)	(176,970.00)	(144,962.03)	18.09%
		Administrative & General Expense		(18,988.17)	(29,539.98)	(147,788.00)	(118,248.02)	19.99%
		Depreciation Expense		(230,808.32)	(247,109.54)	(1,021,107.00)	(773,997.46)	24.20%
	Operating Expenses Total			**(449,098.82)**	**(483,592.14)**	**(2,254,165.00)**	**(1,770,572.86)**	**21.45%**
Operating Income Total				**210,450.98**	**246,699.99**	**695,535.00**	**448,835.01**	**35.47%**
Other Income & Expense	**Non-Operating Revenues**	**Investment Income**		2,004.46	1,268.82	4,200.00	2,931.18	30.21%
		Other Non-Operating Income		-	758.12	-	(758.12)	0.00%
		Gain (Loss) on Asset Disposition		592.50	-	-	-	0.00%
	Non-Operating Revenues Total			**2,596.96**	**2,026.94**	**4,200.00**	**2,173.06**	**48.26%**
	Non-Operating Expenses	**Interest Expense**		(33,729.81)	(31,140.17)	(120,595.00)	(89,454.83)	25.82%
		Transfer to City		(16,615.05)	(20,290.59)	(81,162.00)	(60,871.41)	25.00%
		Other Non-Operating Expense		(2,419.23)	(2,177.36)	(18,900.00)	(16,722.64)	11.52%
	Non-Operating Expenses Total			**(52,764.09)**	**(53,608.12)**	**(220,657.00)**	**(167,048.88)**	**24.29%**
Other Income & Expense Total				**(50,167.13)**	**(51,581.18)**	**(216,457.00)**	**(164,875.82)**	**23.83%**
Change in Net Position				**160,283.85**	**195,118.81**	**479,078.00**	**283,959.19**	**40.73%**

Carthage Water & Electric Plant

Statement of Cash Flows
For the 3 months ending September 30, 2025 & 2024

	at September 30	
	2024	2025
Cash Flows from Operating Activities		
Cash Received From		
Customers	$ 12,281,380.91	$ 13,127,556.59
Cash Paid To		
Suppliers for Goods & Services	(7,812,939.05)	(8,052,999.17)
Employees for Services	(1,918,007.00)	(2,065,588.60)
Net Cash Provided (Used) by Operating Activities	2,550,434.86	3,008,968.82
Cash Flows from Noncapital Financing Activities		
Cash Received From		
Other non operating sources+	10,183.67	14,180.56
Cash Paid To		
Transfer to City	(358,357.26)	(379,408.80)
Other non operating sources-	16,569.07	(22,300.14)
Net Cash Provided (Used) by Noncapital Financing Activities	(331,604.52)	(387,528.38)

Carthage Water & Electric Plant

Statement of Cash Flows (continued)
For the 3 months ending September 30, 2025 & 2024

	at September 30	
Cash Flows from Capital and Related Financing Activities	2024	2025
Cash Received From		
Non Operating Sources	$ -	$ -
Cash Paid To		
Net Additions to Utility Plant	(2,961,409.23)	(1,787,899.12)
Principal Payments on Long Term Debt	(243,466.38)	(248,544.18)
Interest Payment on Long Term Debt	(51,429.90)	(46,029.70)
Net Additions to Arbitrage	-	-
Net Cash Provided (Used) by Capital and Related Financing Activities	(3,256,305.51)	(2,082,473.00)
Cash Flow from Investing Activities		
Cash Received From		
Earnings on Investments	473,055.56	462,992.42
Sale of Investments	-	-
Cash Paid To		
Purchase of Investment Securities	-	-
Net Cash Provided (Used) by Investing Activities	473,055.56	462,992.42
Net Increase (Decrease) in Cash and Cash Equivalents	(564,419.61)	1,001,959.86
Cash and Cash Equivalents - at July 1	36,072,691.65	36,194,754.64
Cash and Cash Equivalents - at September 30	**$ 35,508,272.04**	**$ 37,196,714.50**

Carthage Water & Electric Plant

Statement of Cash Flows (continued)
For the 3 months ending September 30, 2025 & 2024

		at September 30		
		2024		2025
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities				
Net Operating Income (Loss)	$	3,175,570.68	$	2,954,677.99
Adjustments to Reconcile Operating Income to Net Cash Provided (Used) by Operating Activities				
Depreciation Expense		1,305,293.17		1,387,449.42
Amortization Expense		14,570.13		14,680.65
Change in Assets and Liabilities				
(Increase) Decrease in Accounts Receivable		(236,683.00)		(129,398.51)
(Increase) Decrease in Inventories		(357,203.01)		(392,334.60)
(Increase) Decrease in Prepayments		370,212.17		184,757.87
Increase (Decrease) in Accounts Payable and Accrued Expenses		(1,717,922.99)		(964,135.40)
Increase (Decrease) in Customer Deposits		5,576.52		448.79
Increase (Decrease) in Compensated Absences		31,035.12		(2,705.78)
Increase (decrease) in Pension		-		-
Increase (decrease) in Deferred Lease Inflows		(40,013.93)		(44,471.61)
Net Cash Provided (Used) by Operating Activities	$	2,550,434.86	$	3,008,968.82

Supplementary Information

Carthage Water & Electric Plant

Production & Disposition
For the month and 3 months ending September 30, 2025 & 2024

ELECTRIC-Kilowatthours:	Current Month	Prior Year Month	Current Year to Date	Prior Year to Date
Generation:				
Gross Generation	278,000	175,700	556,000	362,700
Less: Station Use	(336,498)	(53,261)	(461,259)	(164,210)
Net Generation	(58,498)	122,439	94,741	198,490
Gross Purchased Power	24,899,200	25,041,400	87,662,200	86,243,400
Transmission Losses	(288,000)	(288,000)	(726,000)	(751,000)
Net Purchased Power	24,611,200	24,753,400	86,936,200	85,492,400
Total System Load	24,552,702	24,875,839	87,030,941	85,690,890
Energy Imbalance (+/-)	(45,200)	(232,400)	(990,200)	(796,400)
Real Time Imports Into SPP	-	-	-	
Meter / Accumulator Differential	(4,000)	(2,000)	(6,000)	(5,000)
Total to Distribution System	24,503,502	24,641,439	86,034,741	84,889,490
Disposition:				
Residential Sales	8,505,365	8,295,009	27,164,616	26,635,557
Commercial Sales	4,844,498	5,017,517	15,754,157	16,014,796
Industrial Sales	12,578,080	12,348,210	40,382,190	39,566,850
City Billings	130,249	125,056	371,494	359,192
Total Sales	26,058,192	25,785,792	83,672,457	82,576,395
Company Use	792,629	827,804	2,177,105	2,311,431
Total Accounted For	26,850,821	26,613,596	85,849,562	84,887,826
Distrib. & Other Losses	(2,347,319)	(1,972,157)	185,179	1,664
Net to Distribution System	24,503,502	24,641,439	86,034,741	84,889,490
Power loss percentage **(Industry = 4%-5%)**	-9.58%	-8.00%	0.22%	0.00%
Peak Load in KW	56,000			
Peak day and time	9/15/2025	5:00 PM		

WATER-Gallons:	Current Month	Prior Year Month	Current Year to Date	Prior Year to Date
Production:				
Gross Pumped	75,488,800	75,514,800	242,670,100	235,800,000
Filter & Prod. Use	(3,838,100)	(3,767,000)	(9,190,500)	(7,075,900)
Total to Distribution System	71,650,700	71,747,800	233,479,600	228,724,100
Disposition:				
Residential Sales	26,998,439	26,883,644	79,697,093	81,419,556
Commercial Sales	17,426,134	17,056,919	49,694,478	51,633,704
Industrial Sales	23,405,759	21,154,050	70,928,110	67,459,032
Bulk Water Sales	141,400	186,600	898,400	741,000
City Billings	30,000	1,100	185,800	226,100
Total Sales	68,001,732	65,282,313	201,403,881	201,479,392
Company Use - not billed	759,160	410,000	2,738,429	1,188,467
Company Use - billed	1,080,302	1,012,608	2,735,151	2,673,433
Total Accounted For	69,841,194	66,704,921	206,877,461	205,341,292
Distrib. & Other Losses	1,809,506	5,042,879	26,602,139	23,382,808
Net to Distribution System	71,650,700	71,747,800	233,479,600	228,724,100
Water loss percentage **(Industry goal <= 10%)**	2.53%	7.03%	11.39%	10.22%
Maximum Gallons	3,019,100			
Peak day	9/10/2025			

Carthage Water & Electric Plant

Construction In Progress Report
For the 3 months ending September 30, 2025

OPEN WORK ORDERS

Electric Dept:

W.O. NUMBER	DESCRIPTION	ESTIMATE	CURRENT BALANCE
1374	Relocate Feeders 1-5 to Sub 1	$ 5,500,000	$ 5,551,789
1375	Replace Transformer 2-1	3,500,000	4,249,395
1376	Feeder 17 Extension	1,000,000	1,223,144
1408	Sub 3 Automatic Reclosers	350,000	219,096
1428	Reinstall Old Sub 2 Transformer	50,000	98,698
1432	Old Transformer 2-1 Rewind	1,500,000	5,497
1433	Sub 4 69KV Line Improvements & Station	18,140,000	99,460
1434	Feeder 20 Extension	605,000	116,504
1436	Substation Security Camera System	50,000	26,772
1440	Line Changes 1st Half FY26	105,000	423,590
1441	Area & Street Lights 1st Half FY26	148,750	45,816
1442	Service Changes 1st Half FY26	246,300	130,660
1443	MPUA Pole Replacements FY26	255,000	141,449
1445	Secondary CT Service Upgrades FY26	40,000	1,240
1447	Control Room Update - Power Plant	11,500	6,832
1451	Power Quality Analyzer And Recorder	25,000	99
	Total Electric	**$ 31,526,550**	**$ 12,340,041**

Water Dept:

W.O. NUMBER	DESCRIPTION	ESTIMATE	CURRENT BALANCE
2202	Water & Lift Station Scada Upgrade	$ 375,000	$ 80,957
2211	2025 Water Line Replacements - Zapletal & Forest	800,000	45,587
2212	Main St Water Tower Pump A Replacement	13,250	14,284
2214	New Services & Meters FY26	105,000	5,491
2215	Renewed Services FY26	N/A	8,786
2216	Hydrants FY26	35,000	15,168
2217	New Valves FY26	20,000	49,174
2218	Water Treatment Office Update	15,000	292
2219	2026 Water Line Replacements - Central Ave	800,000	19,834
2220	Water Main Extension - Victorian Courtyards	20,000	8,963
	Total Water	**$ 2,183,250**	**$ 248,536**

Wastewater Dept:

W.O. NUMBER	DESCRIPTION	ESTIMATE	CURRENT BALANCE
3089	Collection System Rehabilitation FY24 ARPA CIPP	$ 2,075,000	$ 2,062,378
3090	Lift Station Scada Upgrade	175,000	48,854
3096	Manhole Installation FY25	40,000	4,754
3098	Replace Piers for Catwalk	32,000	5,612
3102	Lift Station Electrical Upgrade	267,000	25,630
3103	Headworks Augers & Electrical Panels Replacement	367,500	3,528
3104	Lift Station Generators	50,000	1,428
3106	COD Spectrophotometer and Digester Block	8,500	9,031
	Total Wastewater	**$ 3,015,000**	**$ 2,161,216**

Communication Dept:

W.O. NUMBER	DESCRIPTION	ESTIMATE	CURRENT BALANCE
4114	Wireless Internet 1st Half FY26	$ 12,250	$ 1,133
4115	Fiber Extensions 1st Half FY26	756,750	261,956
	Total Communication	**$ 769,000**	**$ 263,089**

Office & Joint

W.O. NUMBER	DESCRIPTION	ESTIMATE	CURRENT BALANCE
9082	Truck Barn Extension	$ 524,500	$ 125,592
9083	Upper & N Parking Lot Retaining Walls	623,000	263,990
9087	Enterprise Switches & Routers	45,000	9,618
9088	New Forest & Centennial Parking Lot	351,000	14,859
9090	Camera Surveillance Project	10,000	10,198
9092	CEDC FY26	125,000	38,116
9093	Warehouse NOC Backup	5,000	2,259
9094	2025 Sparkle In The Park	168,000	6,585
	Total Office and Joint	**$ 1,851,500**	**$ 471,218**
	Total Construction in Progress	**$ 39,345,300**	**$ 15,484,100**

CLOSED WORK ORDERS

Electric Work Orders closed in September 2025

W.O. NUMBER	DESCRIPTION	ESTIMATE	TOTAL COSTS
1416	Chapel Road Electric Conduit Extension	$ 25,000	$ 64,780
1444	Mutual Aid - Springfield, MO	N/A	1,027
1449	Mutual Aid - Lamar, MO	N/A	18

Water Work Orders closed in September 2025 — **None**

Wastewater Work Orders closed in September 2025 — **None**

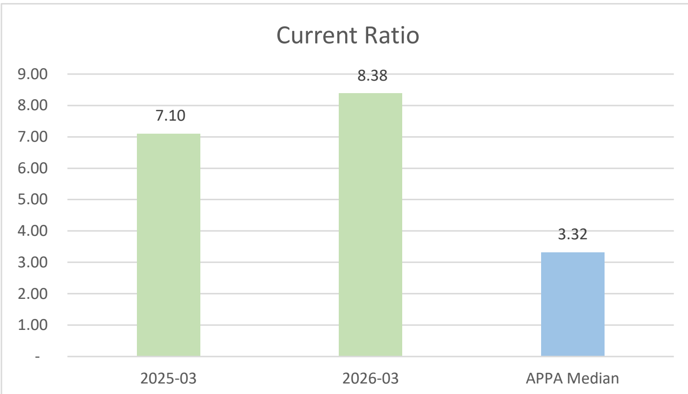
Communication Work Orders closed in September 2025

W.O. NUMBER	DESCRIPTION	ESTIMATE	TOTAL COSTS
4116	Chapel Lift Station UG Fiber Extension	$ 22,000	$ 17,426

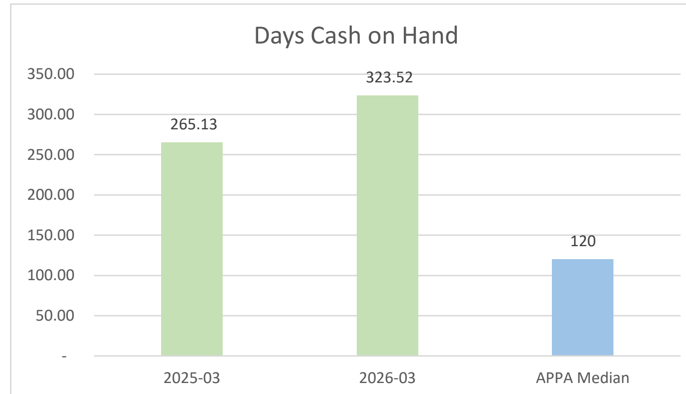
Joint Work Orders closed in September 2025

W.O. NUMBER	DESCRIPTION	ESTIMATE	TOTAL COSTS
9089	River Street Warehouse Rock Pack	$ 50,000	$ 48,295

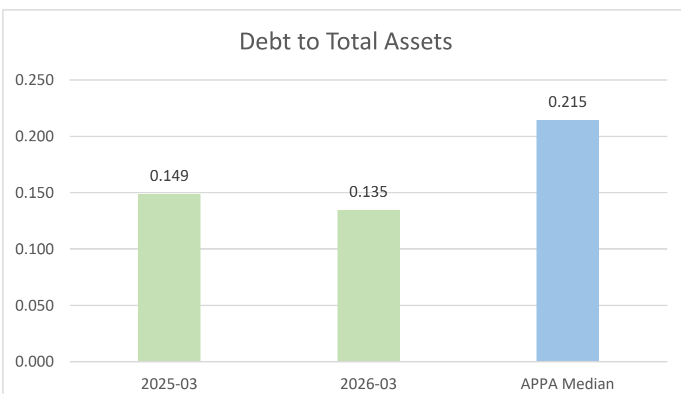
Financial Ratios
For the 3 months ending September 30, 2025 & 2024



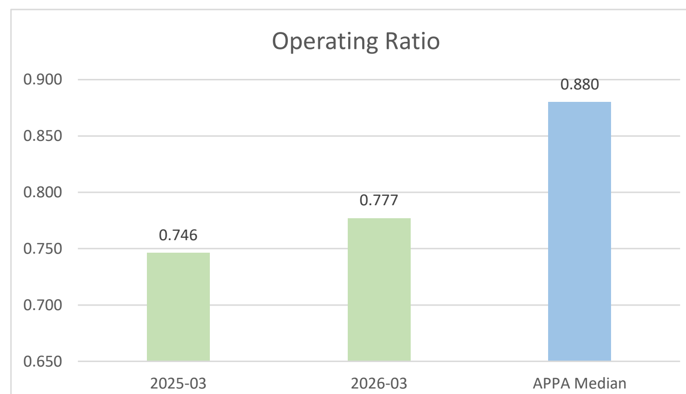
The ratio of total current and accrued assets to total current and accrued liabilities. Measures CW&EP's short-term liquidity (the ability to pay bills). The higher the ratio, the more capable the company is of paying its obligations, as it has a larger proportion of asset value relative to the value of its liabilities.



Represents the number of days that CW&EP can continue to pays its operating expenses, given the amount of cash available. The average days cash on hand is 90-120 days, with 200 days preferable for a high bond rating.



This ratio measures CW&EP's ability to meet its current and long-term liabilities based on the availability of assets.



The ratio of total operation and maintenance expenses to total operating revenues. The smaller the ratio, the greater CW&EP's ability to generate profit if revenues decrease.

Carthage Water & Electric Plant

Customer Service Expense and Administrative & General Expense Detail
For the 3 months ending September 30, 2025 & 2024 with remaining budget

		Year to Date at September 30, 2024	Year to Date at September 30, 2025	Full Year Budget	$ Budget Remaining	% Budget Used
Customer Service Expense	SUPERVISION-CUST ACCTING	(31,743.13)	(30,763.53)	(152,500.00)	(121,736.47)	20.17%
	CUSTOMER RECORDS & COLL	(136,688.80)	(152,949.80)	(707,500.00)	(554,550.20)	21.62%
	UNCOLLECTIBLE ACCOUNTS	316.04	(225.76)	(45,000.00)	(44,774.24)	0.50%
	RESIDENTIAL ENERGY AUDITS	-	-	(3,800.00)	(3,800.00)	0.00%
	CUSTOMER SERVICE & INFO	(12,199.49)	(12,054.72)	(157,000.00)	(144,945.28)	7.68%
	MISC CUSTOMER SERVICE & INFORMATION	(38,985.36)	(44,868.52)	(270,500.00)	(225,631.48)	16.59%
	AMORTIZATION EXPENSE (GASB 87)	(3,051.66)	(3,075.90)	(12,300.00)	(9,224.10)	25.01%
	INTEREST EXPENSE (GASB 87)	(556.06)	(380.39)	(2,200.00)	(1,819.61)	17.29%
	CUSTOMER SERVICE EXP ALLOCATED TO ELECTRIC	82,616.56	84,068.28	464,800.00	380,731.72	18.09%
	CUSTOMER SERVICE EXP ALLOCATED TO WATER	60,042.62	64,905.70	358,850.00	293,944.30	18.09%
	CUSTOMER SERVICE EXP ALLOCATED TO WASTEWATER	57,949.52	63,337.56	350,180.00	286,842.44	18.09%
	CUSTOMER SERVICE EXP ALLOCATED TO COMMUNICATION	22,299.76	32,007.97	176,970.00	144,962.03	18.09%
Administrative & General Expense	GENERAL OFFICERS SALARIES	(155,602.67)	(152,682.63)	(716,000.00)	(563,317.37)	21.32%
	GENERAL CLERKS SALARIES	(158,553.38)	(147,183.50)	(771,500.00)	(624,316.50)	19.08%
	OFFICE SUPPLIES & EXPENSE	(5,248.79)	(3,296.07)	(28,300.00)	(25,003.93)	11.65%
	NETWORK SERVICES	(127,054.82)	(124,240.90)	(629,000.00)	(504,759.10)	19.75%
	COMPUTER EQUIPMENT, SOFTWARE & ACCESSORIES	(15,561.75)	(11,711.91)	(50,800.00)	(39,088.09)	23.05%
	GENERAL ADM EXP CAPTLZD	29,419.67	16,208.36	248,500.00	232,291.64	6.52%
	OUTSIDE SERVICES EMPLOYED	(24,390.70)	(24,584.00)	(183,500.00)	(158,916.00)	13.40%
	PROPERTY INSURANCE	(2,080.98)	(2,241.15)	(9,500.00)	(7,258.85)	23.59%
	INJURIES AND DAMAGES	(30,990.12)	(36,904.77)	(131,500.00)	(94,595.23)	28.06%
	DISABILITY & LIFE INSURANCE	(6,861.76)	(6,928.34)	(30,300.00)	(23,371.66)	22.87%
	GASB 68 ADJUSTMENT (LAGERS)	-	-	(150,000.00)	(150,000.00)	0.00%
	PHYSICAL EXAMINATIONS	(687.50)	(868.77)	(7,000.00)	(6,131.23)	12.41%
	UNIFORMS/SAFETY SHOES ETC.	(2,051.59)	(2,154.42)	(7,700.00)	(5,545.58)	27.98%
	WELLNESS, OTHER BENEFITS	(3,774.22)	(6,776.71)	(38,400.00)	(31,623.29)	17.65%
	CAFETERIA BENEFITS	(4,874.44)	(5,153.80)	(6,000.00)	(846.20)	85.90%
	GENERAL ADVERTISING	(90.00)	(218.60)	(9,500.00)	(9,281.40)	2.30%
	MISC GENERAL EXPENSE	(441.71)	(376.77)	(5,300.00)	(4,923.23)	7.11%
	ECON DEVELOP/PUB RELATION	(69,032.68)	(84,857.75)	(588,500.00)	(503,642.25)	14.42%
	COMMUNICATION	(8,356.39)	(8,088.15)	(36,800.00)	(28,711.85)	21.98%
	TRANSPORTATION COSTS ALLOCATED	-	-	20,000.00	20,000.00	0.00%
	EDUCATION & TRAINING	(13,460.66)	(17,088.15)	(96,500.00)	(79,411.85)	17.71%
	MEMBERSHIP DUES	(4,810.85)	(3,298.88)	(24,300.00)	(21,001.12)	13.58%
	SMALL TOOLS	(672.60)	(1,483.27)	(7,600.00)	(6,116.73)	19.52%
	OFFICE BLDG MAINTENANCE AND SUPPLIES	(102,830.33)	(106,187.28)	(483,500.00)	(377,312.72)	21.96%
	SOFTWARE MAINTENANCE AGREEMENTS	(53,649.86)	(67,376.50)	(279,000.00)	(211,623.50)	24.15%
	GRANT INCOME - RBS GRANT	-	-	-	-	0.00%
	INTEREST INCOME - RBS GRANT	37.96	38.05	180.00	141.95	21.14%
	MISC GENERAL INCOME	5,721.83	5,529.13	18,900.00	13,370.87	29.25%
	GAIN/LOSS ON DISPOSAL OF FIXED ASSETS	-	(8,181.36)	-	8,181.36	0.00%
	ADMIN AND GENERAL ALLOCATED TO ELECTRIC	579,637.96	602,113.38	3,012,357.00	2,410,243.62	19.99%
	ADMIN AND GENERAL ALLOCATED TO WATER	86,890.51	92,532.51	462,938.00	370,405.49	19.99%
	ADMIN AND GENERAL ALLOCATED TO WASTEWATER	70,381.70	75,922.27	379,837.00	303,914.73	19.99%
	ADMIN AND GENERAL ALLOCATED TO COMMUNICATION	18,988.17	29,539.98	147,788.00	118,248.02	19.99%

McCune Brooks Regional Hospital Trust

Meeting of Board of Trustees

Minutes

August 14, 2025

A meeting of the McCune Brooks Regional Hospital Trust was held on August 14, 2025 at the conference room of Schmidt Associates. The meeting was called to order by Vice Chairman Joe Ryder at 12:05 pm.

Board members present were Joe Ryder, Shelby Baugh Bruner, Kelly Hartley, Jimmy Grimes, and Katrina Wicklund.

Nonmembers present included Stan Schmidt, City councilman Alan Snow, and senior advisor Ron Petersen. Mayor Flanigan was present for a brief introduction.

The meeting began with discussion on election of officers.

Jimmy nominated Joe as Chair. Shelby seconded the motion. Motion carried.

Joe nominated Kelly as the vice chair. Shelby seconded the motion. Motion carried.

Shelby will retain position as secretary.

Joe asked for approval of the February 26, 2025 minutes. Kelly moved they be approved. Jimmy seconded the motion. Motion carried.

Shelby motioned for the UMB signers to be Kelly, Joe, and Shelby. Jimmy seconded the motion. Motion carried.

Ron gave a brief history of the McCune Brooks Hospital Trust.

Stan reviewed the financial statements and grant analysis.

Joe noted that the next meeting would be October 23, 2025 at 12:00pm.

Jimmy moved the meeting be adjourned. Shelby seconded the motion. Motion passed.

Respectfully submitted,

Shelby Baugh Bruner

MCCUNE BROOKS REGIONAL HOSPITAL

FINANCIAL STATEMENTS

SEPTEMBER 30, 2025 AND 2024

SCHMIDT
CPAS & ADVISORS

ACCOUNTANT'S DISCLAIMER REPORT

To Management
McCune Brooks Regional Hospital
3125 Dr. Russell Smith Way
Carthage, MO 64836

The accompanying financial statements of McCune Brooks Regional Hospital as of and for the year-to-date ending September 30, 2025 and 2024 omit substantially all disclosures. The financial statements were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

Schmidt Associates, LLC

October 15, 2025

McCune Brooks Regional Hospital
Statements of Financial Position
September 30, 2025

Assets

	2025	2024
Assets		
Cash in bank- New trust disbursement	$ 11,750.80	$ 11,072.66
New Trust investment	15,187,010.95	15,051,246.37
Escrow account	1,018,646.82	2,439,860.25
Total Assets	$ 16,217,408.57	$ 17,502,179.28

Liabilities and Net Position

	2025	2024
Liabilities		
Accounts payable	$ 1,711,995.07	$ 2,961,861.68
Total Liabilities	1,711,995.07	2,961,861.68
Net Position		
Operational capital- Fund balance	14,389,673.80	13,913,779.30
Restricted- non expendable	322,626.00	322,626.00
Retained earnings	(206,886.30)	303,912.30
Total Net Position	14,505,413.50	14,540,317.60
Total Liabilities and Stockholders' Equity	$ 16,217,408.57	$ 17,502,179.28

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

McCune Brooks Regional Hospital
Statements of Activities

	5 Months Ended September 30, 2025	5 Months Ended September 30, 2024
Income		
Interest and dividend income- bond/escrow	23,630.07	25,984.78
Interest and dividend income-Trust	240,895.06	116,860.76
Interest income	8.95	13.33
Other income- from other trusts	1,739.26	477.09
Gain (Loss) realized and unrealized	(6,904.38)	247,427.21
Total Income	259,368.96	390,763.17
Operating Expenses		
Bank charges	6,255.26	5,187.87
Grants	455,000.00	78,600.00
Legal and professional fees	5,000.00	3,063.00
Total Operating Expenses	466,255.26	86,850.87
Net Income (Loss)	$ (206,886.30)	$ 303,912.30

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

McCune Brooks Regional Hospital
General Ledger - Separate Debits and Credits
May 1, 2025 - September 30, 2025

Date	Reference	Journal	Description	Beginning Balance	Debit	Credit	Period End Balance
1000	**Cash in bank- New trust disbursement**			5,002.59			
05/01/25			Schmidt Associates LLC			1,000.00	
05/06/25	1125		Joplin Regional Medical School Alliance			75,000.00	
05/06/25	1126		Missouri Southern Foundation			75,000.00	
05/31/25			Interest income		5.14		
05/31/25	90.01		Record New Trust activity		150,000.00		
06/01/25			Schmidt Associates LLC			1,000.00	
06/16/25	1128		Innovative Industries			5,000.00	
06/16/25	1129		McCune Brooks Healthcare Foundation			75,000.00	
06/17/25			UMB- Arria L Murto Charitable Trust		786.27		
06/30/25			Interest income		0.87		
06/30/25	90.01		Record New Trust activity		90,000.00		
07/01/25			Schmidt Associates LLC			1,000.00	
07/31/25			Interest income		0.55		
08/01/25			Schmidt Associates LLC			1,000.00	
08/29/25			Interest income		0.50		
09/01/25			Schmidt Associates LLC			1,000.00	
09/11/25	1130		Carthage Crosslines Ministry			75,000.00	
09/25/25			Arria L Murto Charitable Trust		952.99		
09/30/25			Interest income		1.89		
09/30/25			Transfer from Trust		75,000.00		
			Totals for 1000		316,748.21	310,000.00	11,750.80
1855	**New trust investment- 138405.1**			15,111,709.30			
05/31/25	90.01		Record New Trust activity			143,053.70	
06/30/25	90.01		Record New Trust activity			20,159.01	
07/31/25	90.01		Record New Trust activity			48,718.00	
08/31/25	90.01		Record New Trust activity		234,603.64		
09/30/25			Transfer from Trust			75,000.00	
09/30/25	90.01		Record New Trust activity			5,651.64	
			Totals for 1855		234,603.64	292,582.35	15,053,730.59
1857	**New trust- accrued interest**			162,566.23			
05/31/25	90.01		Record New Trust activity			52,601.41	
06/30/25	90.01		Record New Trust activity		35,711.37		
07/31/25	90.01		Record New Trust activity		46,340.83		
08/31/25	90.01		Record New Trust activity			103,960.82	
09/30/25	90.01		Record New Trust activity		45,224.16		
			Totals for 1857		127,276.36	156,562.23	133,280.36
1891	**Escrow account 144727.1**			1,780,161.35			
05/31/25	90.02		Record Puchase Escrow activity		4,977.62		
06/30/25	90.02		Record Puchase Escrow activity		4,927.45		
07/31/25	90.02		Record Puchase Escrow activity		4,781.26		
08/31/25	90.02		Record Puchase Escrow activity			780,190.18	
09/30/25	90.02		Record Puchase Escrow activity		3,989.32		
			Totals for 1891		18,675.65	780,190.18	1,018,646.82
2000	**Accounts payable**			(2,347,139.67)			
07/31/25			To adjust account payable to actual			225,000.00	
08/31/25	90.02		Record Puchase Escrow activity		785,144.60		
09/30/25	APSUM		AP Summary Journal Entry		75,000.00		
			Totals for 2000		860,144.60	225,000.00	(1,711,995.07)

Date	Reference	Journal	Description	Beginning Balance	Debit	Credit	Period End Balance
3000	**Operational capital- fund balance**			(14,389,673.80)			
			Totals for 3000		0.00	0.00	(14,389,673.80)
3120	**Restricted- non expendable**			(322,626.00)			
			Totals for 3120		0.00	0.00	(322,626.00)
6200	**Bank charges**			0.00			
05/31/25	90.01		Record New Trust activity		1,259.31		
06/30/25	90.01		Record New Trust activity		1,247.39		
07/31/25	90.01		Record New Trust activity		1,245.71		
08/31/25	90.01		Record New Trust activity		1,241.65		
09/30/25	90.01		Record New Trust activity		1,261.20		
			Totals for 6200		6,255.26	0.00	6,255.26
6490	**Grants**			0.00			
05/06/25	050625		Missouri Southern Foundation		75,000.00		
05/06/25	050625		Joplin Regional Medical School Alliance		75,000.00		
06/16/25	061625		Innovative Industries		5,000.00		
06/16/25	061625		McCune Brooks Healthcare Foundation		75,000.00		
07/31/25			To adjust account payable to actual		225,000.00		
			Totals for 6490		455,000.00	0.00	455,000.00
6620	**Legal and professional fees**			0.00			
05/01/25			Schmidt Associates LLC		1,000.00		
06/01/25			Schmidt Associates LLC		1,000.00		
07/01/25			Schmidt Associates LLC		1,000.00		
08/01/25			Schmidt Associates LLC		1,000.00		
09/01/25			Schmidt Associates LLC		1,000.00		
			Totals for 6620		5,000.00	0.00	5,000.00
8000	**Gain (loss) realized**			0.00			
			Totals for 8000		0.00	0.00	0.00
8010	**Gain/(loss) unrealized**			0.00			
05/31/25	90.01		Record New Trust activity		81,216.25		
06/30/25	90.01		Record New Trust activity			47,943.75	
07/31/25	90.01		Record New Trust activity		49,574.05		
08/31/25	90.01		Record New Trust activity			82,790.27	
09/30/25	90.01		Record New Trust activity		6,848.10		
			Totals for 8010		137,638.40	130,734.02	6,904.38
8100	**Interest and dividend income- bond/escrow**			0.00			
05/31/25	90.02		Record Puchase Escrow activity			4,977.62	
06/30/25	90.02		Record Puchase Escrow activity			4,927.45	
07/31/25	90.02		Record Puchase Escrow activity			4,781.26	
08/31/25	90.02		Record Puchase Escrow activity			4,954.42	
09/30/25	90.02		Record Puchase Escrow activity			3,989.32	
			Totals for 8100		0.00	23,630.07	(23,630.07)
8110	**Interest and dividend income-Trust**			0.00			
05/31/25	90.01		Record New Trust activity			36,820.45	
06/30/25	90.01		Record New Trust activity			58,856.00	
07/31/25	90.01		Record New Trust activity			48,442.59	
08/31/25	90.01		Record New Trust activity			49,094.20	
09/30/25	90.01		Record New Trust activity			47,681.82	

Date	Reference	Journal	Description	Beginning Balance	Debit	Credit	Period End Balance
			Totals for 8110		0.00	240,895.06	(240,895.06)
8120	**Interest income**			0.00			
05/31/25			Interest income			5.14	
06/30/25			Interest income			0.87	
07/31/25			Interest income			0.55	
08/29/25			Interest income			0.50	
09/30/25			Interest income			1.89	
			Totals for 8120		0.00	8.95	(8.95)
8300	**Other income- from other trusts**			0.00			
06/17/25			UMB- Arria L Murto Charitable Trust			786.27	
09/25/25			Arria L Murto Charitable Trust			952.99	
			Totals for 8300		0.00	1,739.26	(1,739.26)
			Report Total				0.00

Net Profit/(Loss)

Current Period	43,517.22
Year-to-Date	(206,886.30)

Distribution count = 76

McCune Brooks Trust
Grant analysis

McCune Brooks Regional Hospital Trust
Grant Analysis
4/30/2025

Year ending	4/30/2018	4/30/2019	4/30/2020	4/30/2021	4/30/2022	4/30/2023	4/30/2024	4/30/2025	4/30/2026	4/30/2027	4/30/2028	4/30/2029	Total paid and pledged
Area Agency on Aging	10,000.00	25,000.00		25,000.00									60,000.00
	20,000.00												20,000.00
Art Feeds				20,575.00									20,575.00
Carthage Crisis Center Inc.	10,000.00												10,000.00
Children's Haven of SW MO	20,000.00												20,000.00
Cerebral Palsy of Tri County	30,000.00												30,000.00
Feeding Inc	23,349.40	10,167.50											33,516.90
City of Carthage	25,000.00		175,000.00					35,400.00					235,400.00
City of Carthage-Park grants							5,072,104.00						5,072,104.00
Carthage Community foundation	25,000.00	25,000.00	25,000.00										75,000.00
Fair Acres Family YMCA		25,000.00	1,450,000.00	20,000.00				100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	1,995,000.00
McCune Brooks Healthcare Foundation		33,500.00							75,000.00	75,000.00	75,000.00		258,500.00
Carthage R-9 School District		100,000.00	100,000.00	100,000.00	100,000.00	100,000.00							500,000.00
Carthage Public Library			50,000.00										50,000.00
Joplin Regional Medical School Alliance-payable in May each year					75,000.00	75,000.00	75,000.00	75,000.00	75,000.00				375,000.00
Joplin Regional Medical School Alliance (Dental School)-payable in October each year					75,000.00	75,000.00	75,000.00	75,000.00	75,000.00				375,000.00
MSSU-Health Science Innovation Center-payable in May each year							75,000.00	75,000.00	75,000.00	75,000.00	75,000.00		375,000.00
Vision Carthage							6,000.00						6,000.00
Carthage R-9 Foundation (Baseball stad)							100,000.00	100,000.00	100,000.00				300,000.00
Boots Court Foundation							40,000.00	40,000.00	40,000.00				120,000.00
Jasper County Youth Fair								3,600.00					3,600.00
Carthage Crosslines Ministry (waiting on contingency)									75,000.00	75,000.00	75,000.00		
Innovative Industries									5,000.00				
	163,349.40	218,667.50	1,800,000.00	165,575.00	250,000.00	250,000.00	5,443,104.00	504,000.00	620,000.00	325,000.00	325,000.00	100,000.00	9,934,695.90

City of Carthage--Park improvements paid	9/22/2023	832,181.30	
	11/30/2023	1,267,917.31	
	2/29/2024	818,743.71	
	9/4/2024	364,445.00	
	4/8/2025	356,677.01	
City of Carthage-remaining balance		1,432,139.67	
Total unpaid grants--highlighted in yellow			2,572,139.67