



City of Carthage, Missouri

CITY COUNCIL

November 13, 2025 - 6:00 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 28, 2025 Minutes
- 6. Presentations/Proclamations**
- 7. Public Comments**

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

(During reports/remarks of councilmembers, members of the council may take this opportunity to report on meetings, make comments and/or express concerns regarding current issues impacting the city, or make announcements concerning topics of interest of the council.)
- 12. Administrative Reports**
- 13. Report of Claims Presented Against the City**
 1. Motion and a second to approve the Claims
- 14. Public Hearings**
- 15. Old Business**
 1. C.B. 25-68 -- 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.

16. New Business

17. Mayor's Appointments

18. Resolutions

1. Resolution 2103 -- A Resolution establishing an Open Meetings and Records Policy for the City of Carthage, Jasper County, Missouri.
2. Resolution 2104 -- A Resolution adopting a revised Police and Fire Pension Plan Investment Policy Statement, as recommended by the Police and Fire Pension Plan Committee

19. Closing Comments

20. Executive Session

21. Adjournment

1. Additional Packet Correspondence

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

City of Carthage, Missouri

CITY COUNCIL

October 28, 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=1iskrlhgjz0>

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

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. Peterson, to approve the minutes of the October 14, 2025 regular and closed session Council meeting minutes. Motion carried.

During Presentations Police Chief Bill Hawkins and Police Captain Chad Dininger presented the 4 Corporals that were being pinned with their Corporal badges that evening. Corporal Tacket, Corporal Ransome, Corporal Luce, and Corporal Snow were all pinned by someone of their choosing.

During public comments, Kim Bausinger with the Carthage Area United Way was present to help present the different places that people with a food emergency can go if the food stamp benefit is not sent out at the first of the month. She also mentioned the different places that people can donate to if they are able to help.

Eileen Sherlock with the Carthage Crisis Center was present to let everyone know that along with their dinner meals, they will be serving meals at lunch as well and helping anyone with basic toiletry items if needed.

Julie Reams with the Chamber of Commerce was present to thank the City and all the departments and volunteers that helped with the Maple Leaf Festival and the parade. She also said that 2026 would be the 60th anniversary of the festival.

Jana Conklin with the Boots Visitors Center was present to give a quarterly update. They have heard from many businesses that they are thankful for what the Boots Court

does in helping attract tourists to Carthage. She also reported that in October, there were visitors from 37 states and 25 countries to the visitors center.

Sally Stuart with Vision Carthage updated the Council on one of the houses that was part of Restoration Carthage and said that the siding had been completed. She also reported that the landscaping around the roundabout sculpture has started and the Christmas hanging basket decorations had been completed. She also mentioned that Vision Carthage has many events planned for December on Monday's and Thursday's. She also thanked the Police Department for their recent work on an issue with the local UMB banks.

Mr. Snow reported that the Budget Ways and Means Committee is between meetings. The next meeting is scheduled for November 10th at 5:30 pm, it is unclear at that time if that meeting will happen or be cancelled.

Mr. Peterson reported that the Committee on Insurance, Audit and Claims met on this day and approved the claims. The committee also approved the updated job description for the Police Administrative Coordinator which added some language relating to the taxi program. Mr. Peterson made a motion, seconded by Mr. Snow, to approve the changes to the Police Administrative Coordinator job description. Motion carried. The next meeting will be on November 13th at 5:30.

Mr. Snow reported that the Public Safety Committee met on October 20th. Mark Sponaule was present to discuss the Christmas parade route and ask for closures. Mr. Snow made a motion, seconded by Ms. Schramm, to close and vacate the square and close 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, from 4:30-8 pm on December 1st. Motion carried. They approved Resolution 2102 which is accepting a blue shield grant from the state for the police department, they also heard from Deputy Chief Maples with the Fire Department about "The Compliance Engine" software that is under new business. The Veterans Day parade will be on November 11 at 5 pm. Mr. Snow made a motion, seconded by Ms. Schramm, to close Main and Grant from Chestnut to 3rd Street, and 4th, 5th, and 6th, streets between Grant and Main from 4:30 until the end of the parade. Motion carried. The next meeting will be on November 24th at 5:30 pm.

Ms. Schramm reported that the Public Services Committee met October 21st. They approved the road names for Municipal Park that is in Council Bill 25-69. They also discussed putting the Route 66 logo on the streets in Kellogg Lake. The Boots Court operating hours changes were approved for the winter months, the hours will be 10 am – 6 pm from November 1 until March 31. Vision Carthage presented their events for the month of December. The first Monday night is the night of the Christmas parade and will be the lighting of the Mayor's Christmas tree and the lighting of the Downtown Square. The second Monday is the Candy Cane Hunt. Ms. Schramm made a motion, seconded by Mr. Peterson, to allow the use of Central Park on December 8th for the Candy Cane Hunt. Motion carried. The third Monday is the Woodland Winter at Kellogg Lake. Ms.

Schramm made a motion, seconded by Mr. Snow, to allow the use of Kellogg Lake Park for their Woodland Winter night on December 16th from 5-7 pm. Motion carried. The fourth Monday is the ugly sweater skating party at the skating rink. The committee reviewed the bids for the golf course pump house and it is with Nuco pump and is under new business. The golf chemicals bid for the year was reviewed. Ms. Schramm made a motion, seconded by Ms. Kang, to approve the bid from Advanced Turf Solutions for \$53,046.73 for golf chemicals for 2026. Motion carried. The committee reviewed the bids for the Ash tree removals and plantings. Ms. Schramm made a motion, seconded by Mr. Peterson, to accept the bid of \$13,800 from Hodges Tree Trimming for the removal of trees at the golf course. Motion carried by a vote of 7-1 with Mr. Perkins casting the no vote. Ms. Schramm made a motion, seconded by Mr. Peterson, to approve the tree planting bid for \$12,245 from Outer Oaks. Motion carried by a vote of 7-1 with Mr. Perkins casting the no vote. The tree removal and planting is part of a grant from the state and is to help remove the infected ash trees throughout the City. Ms. Schramm also reported that there will be a tourism board meeting on Wednesday. The next meeting will be on November 18th at 5:30 pm.

Mr. Peterson reported that the Public Works Committee is between meetings. The next meeting is scheduled for November 4th at 5:30 pm.

Special Committee and Board Liaison reports were given by Mr. Perkins for the CWEP Board, Ms. Kang for the Boots Court Visitor's Center, Ms. Schramm for Harry S. Truman Coordinating Council and Vision Carthage, and Mr. Peterson for the Planning, Zoning, and Historic Preservation Commission.

Mayor Flanigan reported that he recently toured Ott's Foods, presented a proclamation to the Alpha Delta Kappa Teachers sorority, attended the CEDC, MBH Trust, CWEP, and code enforcement meetings. He also reported that Kate Gilpin had submitted her resignation from City Council and asked for thoughts and prayers for her. He also said there was no longer a need for the closed session listed on the agenda, so there is no need for a motion to enter that later in the evening. He asked for a motion to move the next council meeting from November 11 to the 13th at 6 pm, due to the 11th being a city holiday. Mr. Peterson made a motion, seconded by Mr. Snow, to move the City Council meeting from November 11th to November 13th at 6 pm. Motion carried.

During Remarks from Council Members, Mr. Peterson encouraged anyone who lives or owns a business in the historic districts within the city to attend the Planning and Zoning meetings where they are discussing the new guidelines that were presented by the Walker Collaborative. The commission to determine what guidelines they want to include moving forward regarding the historic district. Ms. Kang reported that she attended the regional MML meeting in Aurora with Ms. Schramm and Mr. Wells, she also reported that she has been attending the Police Department's Citizens Academy. Mr. Snow asked for prayers for Kate Gilpin who is dealing with health issues. Ms. Schramm reported on attending the regional MML meetings, the CEDC and MBH Trust meetings, and also attending the citizens police academy.

Police Chief Bill Hawkins reported that the citizens academy is going well, and reported on the blue shield grant. He also thanked all the citizens who helped the police department track the suspect who attempted to flee in the fatal accident last week.

Fire Chief Jason Martin reported the pancake feed was not as successful in years past due to the weather. He also reported that on Halloween, the kids are out of school that day so he expects there to be a lot of trick or treaters out.

Public Works Director Josiah Bayless reported that Maple Leaf went as smooth as it could, they helped get the light tunnel decorated for Vision Carthage, and the projects that are currently underway are moving along.

Parks and Recreation Director Richard Bonine reported that he has had many meetings with different organizations. He thanked the workers at Lowes who helped clean up the community garden, they have a few job openings at parks and golf. He hired a new golf pro who starts on Wednesday and they are looking for a new greens keeper and an assistant golf supervisor. He also reported that the boxing event that was held the previous Friday at Memorial Hall was almost a sell out and they look forward to hosting future events.

The Committee on Claims filed a report in the amount of \$3,517,440.82, against the following funds: General Revenue \$321,178.20, Public Health \$162,185.48, Lodging \$4,524.94, Parks/Stormwater \$64,488.42, Fire Protection \$35,908.20, Golf \$41,028.95, Capital Improvements \$18,811.00, Parks and Recreation \$4.22, Myers Park \$252,935.52, Use Tax \$52,279.70, Public Facilities \$1,232.00, Library \$80,000.00, Payroll \$732,864.19, and Carthage Water and Electric \$1,750,000.00. Mr. Peterson made a motion, seconded by Ms. Kang, to accept the report and allow the claims. Motion carried.

Under Old 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 second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Derek Peterson, Genaro Cifuentes, Ray West, Jack Perkins, David Thorn, Beth Kang, Alan Snow, and Jana Schramm. The Council Bill was approved and numbered Ordinance 25-63.

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 second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Derek Peterson, Genaro Cifuentes, Ray West, Jack Perkins, David Thorn, Beth Kang, Alan Snow, and Jana Schramm. The Council Bill was approved and numbered Ordinance 25-64.

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 second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Derek Peterson, Genaro Cifuentes, Ray West, Jack Perkins, David Thorn, Beth Kang, Alan Snow, and Jana Schramm. The Council Bill was approved and numbered Ordinance 25-65.

Under New Business, 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, was placed on first reading with no action taken.

C.B. 25-69 -- An Ordinance of the City of Carthage naming the streets within Municipal Park around the Rodeo Arena, was placed on first reading with no action taken.

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, was placed on first reading with no action taken.

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, was placed on first reading with no action taken.

Under Resolutions, Mr. Snow made a motion, seconded by Mr. Peterson, to approve Resolution 2102 -- A Resolution authorizing the Mayor to accept the Missouri Department of Public Safety Blue Shield Grant for the Carthage Police Department. Resolution 2102 was adopted after a roll call vote of 8 yeas and 0 nays. Ayes: Derek Peterson, Genaro Cifuentes, Ray West, Jack Perkins, David Thorn, Beth Kang, Alan Snow, and Jana Schramm.

During closing comments, Mayor Flanigan congratulated Mr. Snow on his first grandbaby. Mr. Peterson extended his well wishes for Kate, Mr. West congratulated Mr. Snow and told Mr. Bonine that he spoke with about 9 people and they said they would all utilize the dog park if the fee was waived. Mr. Perkins thanked Chief Martin for his thoughtful invocations. Mr. Thorn congratulated Mr. Snow, and he is glad that Carthage has taken care of Memorial Hall and it is still being used. Ms. Kang congratulated Mr. Snow and sends her prayers to Kate. Mr. Snow thanked everyone and wished good luck to the fall high school sports that were wrapping up. Ms. Schramm said that the LIME scooters are gone for the year, she also thanked Ms. Kang for her work in helping to get Grace Episcopal Church to cover the senior center meals for the month of November. She also wished Kate comfort and said she had a life well done.

Mr. Snow made a motion, seconded by Ms. Schramm, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 8:10 p.m.



City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

October 28, 2025 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

MEMBERS PRESENT: Derek Peterson, Beth Kang, Genaro Cifuentes

MEMBERS ABSENT: Kate Gilpin, Ron Wells

OTHER COUNCIL MEMBERS: Mayor David B. Flanigan

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

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

2. Old Business

1. Approval of September 23, 2025 Minutes

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

AYES: Derek Peterson, Beth Kang, Genaro Cifuentes

2. Review & Approval of the Claims Report for October 14, 2025 and October 28, 2025

ACTION: Motion to accept/approve item 2.2. by Derek Peterson;
Motion passed with a 3:0

AYES: Derek Peterson, Beth Kang, Genaro Cifuentes

3. Citizens Participation

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

4. New Business

1. Consider and discuss changes to the Police Administrative Coordinator job description

Michael Miller updated the committee on the change to the job description. Number 18 was added as a result of the recent audit for the taxi program. One of the issues in the audit was not having oversight of the taxi program listed in the job description. There were no other changes.

ACTION: Motion to approve the changes and forward to council item 4.1. by Beth Kang;
Motion passed with a 3:0
AYES: Derek Peterson, Beth Kang, Genaro Cifuentes

2. Staff Reports

Ms. Deal reported that the next meeting would be moved to November 13 at 5:30 due to the 11th being a City holiday.

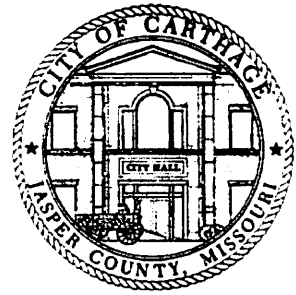
5. Adjournment

ACTION:	Motion to Adjourn at 05:34 PM by Genaro Cifuentes
	Motion passed with a 3:0
AYES:	Derek Peterson, Beth Kang, Genaro Cifuentes

PUBLIC WORKS COMMITTEE

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

"America's Maple Leaf City"



NOVEMBER 4, 2025, PUBLIC WORKS COMMITTEE MEETING MINUTES

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

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

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

Ron Wells made a motion to accept the minutes of the October 7, 2025, Committee meeting. All ayes, motion passed.

Citizens Present: Bren Flanigan, Laura Phelps, Leanna Canfield, Josh Anderson, and Jeff Meredith

Citizen Participation:

1. Josh Anderson 1501 Main St., Carthage, and Laura Phelps of the McCune Brooks Foundation, reported on the progress of the new farmers market pavilion and stated that the goal is to have the market open March 2026. Laura said she recalled a verbal agreement made between herself and former Public Works Director Zeb Carney, regarding the repair or replacement of the retaining wall for the parking lot at 2nd & Howard. Traci and Mayor Flanigan are requesting Josiah investigate this further and have the wall inspected to see if The City Street Dept. can repair it, or if it will need more extensive work.

New Business:

1. Josiah discussed the process for accepting a 3rd round of bids for the HH/Chapel Road Sidewalk Project, due to a new Federal Regulation, we were 1 day past the cutoff for bid funding when we accepted the 2nd Bids. After discussion by the Committee, Josiah was asked to inquire if the funds could be used for a different project around another school. This is an 80/20 TAP and if the funds are not used, we could lose funding. Derek would like to explore our options before sending for a 3rd bid. Ron Wells made a motion to table this until the December meeting. All Ayes, motion carried.
2. Jeff Meredith of The Carthage Economic Development Corp presented information for the need for Right of Way Conveyance for South Industrial Park. The City of Carthage owns the land, and a road is needed to bring utilities to the property for future development. Derek made a motion to approve the request for proposed right of way. All Ayes, motion carried.

Other Business:

1. The Change Order for the Macon St. Box Culvert is \$14,000.00. CWEP will need to lower the water lines 4-5 feet to get 2 feet of clearance under the Culvert. Jack Perkins made a motion to accept the Change Order. All Ayes, Motion Carried.
2. Sprouls is requesting a Change Order for an extension of time on the Airport Dr. & Hazel Road widening project. The gas line at Airport Dr. caused delays and they are asking to extend the project until the end of December. Sprouls is also requesting an additional \$13,000.00 for a larger storm water box to be placed. Ron made a motion to approve the change order. All Ayes, motion carried.

Staff Reports:

- Josiah reported that The Street Dept has filled one vacant position and is looking at application to fill the remaining vacant position.

Ron Wells made a motion to adjourn the meeting at 6:39 p.m. All Ayes, motion carried.



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

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

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of October 28, 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. Consider and discuss revisions to the open meetings and records policy
 2. Staff Reports
- 5. Adjournment**

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



City of Carthage, Missouri

TREE BOARD

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

AGENDA

1. Old Business

1. Consider and approve minutes from the previous meeting.

2. Citizens Participation

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

3. New Business

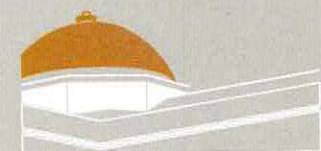
1. Tree planting in Municipal Park.
2. Consider and discuss donation to Carthage Tree Board.
3. Consider and discuss Grand Street tree project.
4. Consider and discuss Arbor Day 2026.

4. Staff Reports

5. Other Business

6. Adjournment

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



CARTHAGE PUBLIC LIBRARY

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

CARTHAGE PUBLIC LIBRARY BOARD OF TRUSTEES Tuesday, November 11th, 2025 5:15 p.m.

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

AGENDA

Roll Call of Members

Minutes from the Last Meeting

Financial Reports

Director's Progress and Service Report

President's Message

Council Liaison's Report

Committee Reports

Building Committee

Budget Committee

Community Relations

By-Laws

Library Gardens

ADA Compliance

Communications

Compensation/Wages

New Business

Present and Approve 2026 building/liability/cyber
insurance

Payment of Bills

Adjournment



BOARD WORK SESSION AGENDA

Notice is hereby given that the Carthage Water & Electric Plant Board will meet November 12, 2025, 1:00 p.m. at the Missouri Public Utility Alliance office, 2200 Maguire Boulevard, Columbia, Missouri, 65201, for a strategic planning work session. The work session is expected to last all afternoon on November 12, 2025, and resume at 8:00 a.m. on November 13, 2025.

The tentative agenda will include:

1. Review of CWEP's strategic plan, including lessons learned, focus area evaluation, and development/modification of action plans.
2. Presentations and reports from Missouri Public Utility Alliance senior staff.

Note: No formal action items or votes are expected to be taken during the work session. Before, during, and/or after this work session, it is possible a quorum of CWEP Board members may be present during break times, including meal breaks. No utility business, deliberations, or action items will be handled during such breaks, and minutes will not be taken.

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

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: “The Compliance Engine”

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 Exhibit A. The basic terms are as follows:

1. **Term:** 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. **Fees:** 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. **Brycer Responsibilities:** 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 Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
 - **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

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: _____

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 as 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
2 nd left turn off of Richard Webster Drive	Fairway Drive
1 st 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.

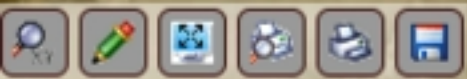
PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

David B. Flanigan, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Services Committee



RICHARD WEBSTER DR

1630050000020000
499.28 AC

Black line - Fairway Drive
Red Line - Livestock Drive
Yellow Line - Exhibitor Lane
Green Line - Clover Lane

GARTHAGE MUNICIPAL PARK

ROBERT ELLIS YOUNG DR

143

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

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

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

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

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 _____

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.

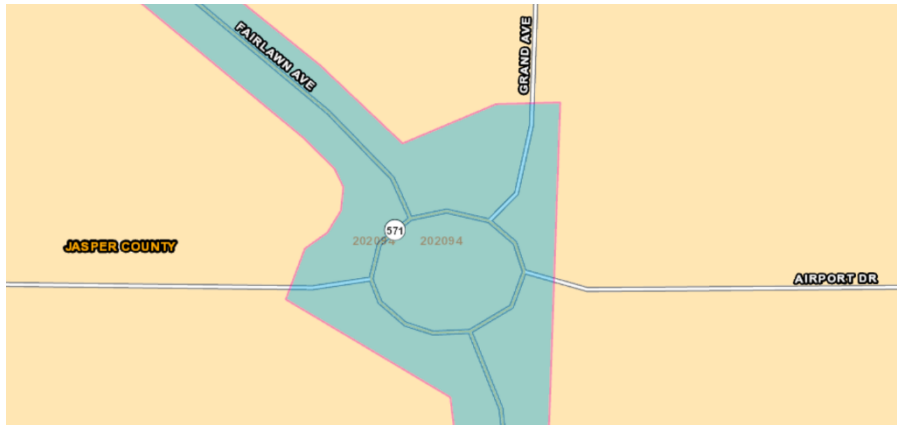


Exhibit A: Showing location of existing Commission owned right of way at the intersection of Route 571 and Airport Drive.

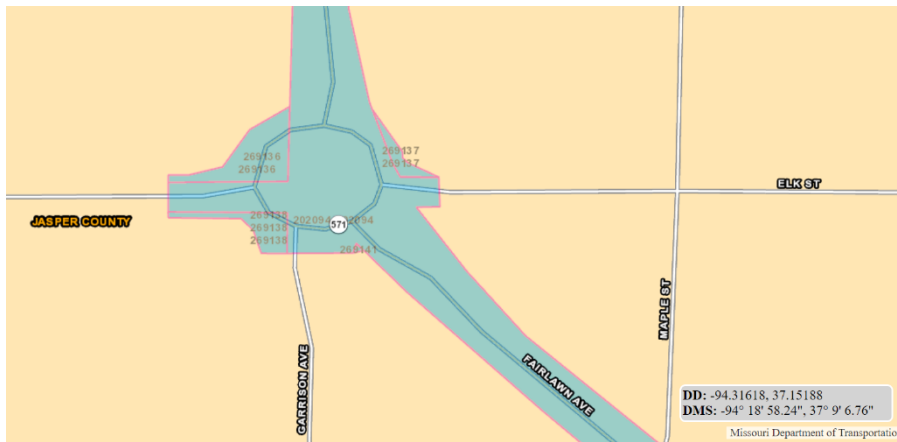


Exhibit B: Showing location of existing Commission owned right of way at the intersection of Route 571 and Elk Street.

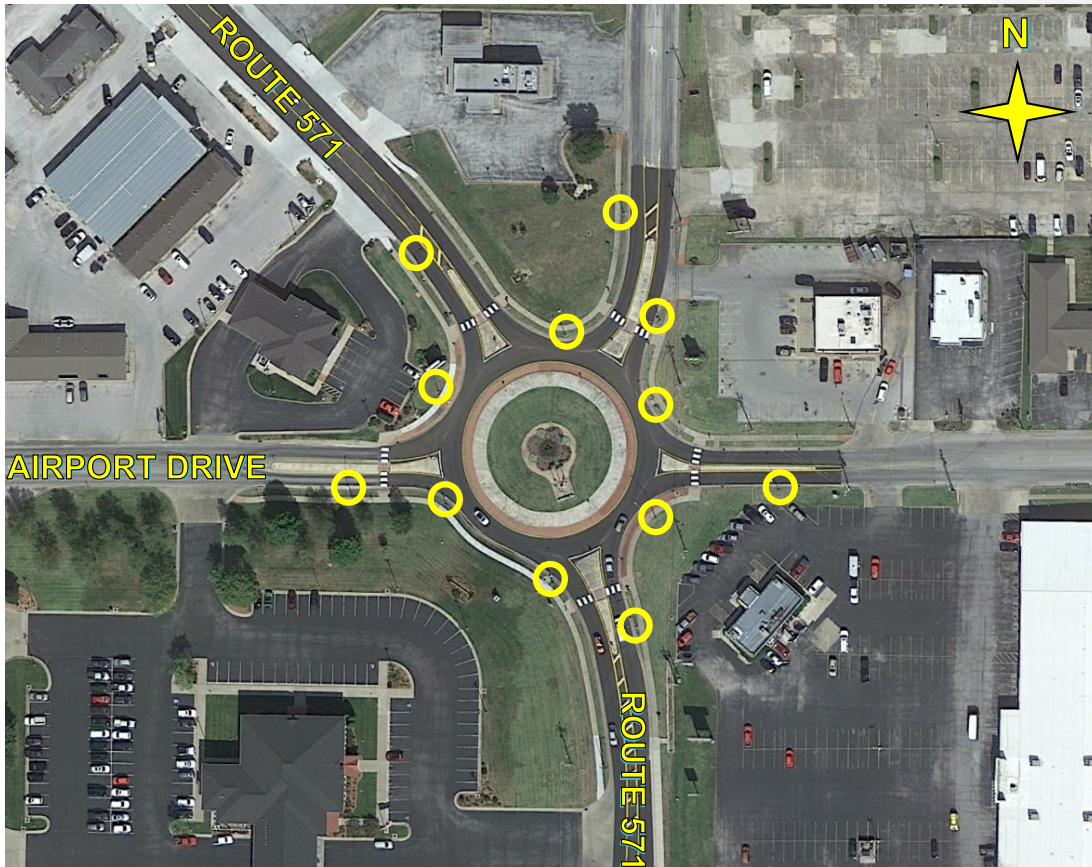


Exhibit C: Showing locations of existing MoDOT owned luminaires at Route 571 and Airport Drive.

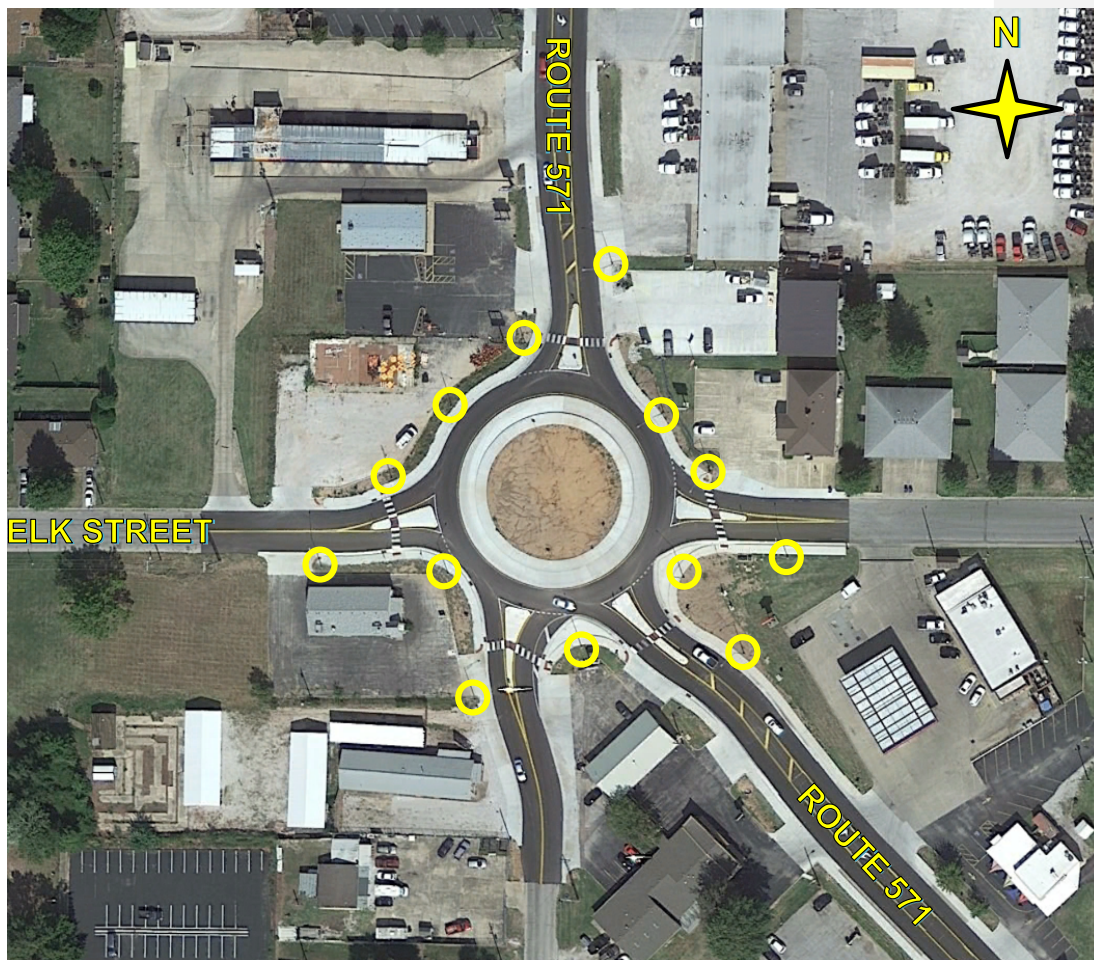


Exhibit D: Showing locations of existing MoDOT owned luminaires at Route 571 and Elk Street.

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

	<u>Wattage</u>	<u>Init. Lumens</u>	<u>Lumens @ 0.7 M. F.</u>
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
	<u>Wattage</u>	<u>Init. Lumens</u>	<u>Lumens @ 0.7 M. F.</u>
Mercury Vapor	175	7,950	5,565
	250	11,000	7,700
	400	21,000	14,700
	700	37,000	25,900
	<u>DESIGNATION</u>	<u>Init. Lumens</u>	<u>Lumens @ 0.9 M. F.</u>
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

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

RECOMMENDED LUMINAIRE TYPE (CONTINUOUS LIGHTING)

		<u>MOUNTING HEIGHTS</u>		
		<u>30'</u>	<u>40'</u>	<u>45'</u>
ROADWAY	24'	Type II	Type II	Type II
	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;

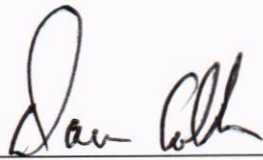
NOW, THEREFORE, BE IT RESOLVED BY THE CARTHAGE WATER AND ELECTRIC PLANT BOARD, AS FOLLOWS:

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.



President

ATTEST:



Secretary

A RESOLUTION ESTABLISHING AN OPEN MEETINGS AND RECORDS POLICY FOR THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI.

WHEREAS, the Missouri General Assembly enacted the Missouri Open Meetings and Records Law, and **WHEREAS**, Section 610.028(2) of the Open Meetings and Records Law requires each political subdivision to provide a reasonable written policy in compliance with Sections 610.010 to 610.030 RSMo,

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

That the City Council of the City Carthage hereby adopts the following policy to apply to all governmental bodies and committees of this municipality and hereby revokes all prior Open Meetings and Records Policies:

1. All meetings, records and votes are open to the public, except the governmental body may close any meeting, record or vote relating to the following:

a. Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. However, any vote relating to litigation involving a public governmental body shall be made public upon final disposition of the matter voted upon; provided, however, in matters involving the exercise of the power of eminent domain, the vote shall be announced or become public immediately following the action on the motion to authorize institution of such a legal action. Legal work product shall be considered a closed record.

b. Lease, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor. However, any vote or public record approving a contract relating to the lease, purchase or sale of real estate by a public governmental body shall be made public upon execution of the lease, purchase or sale of the real estate.

c. Hiring, firing, disciplining or promoting an employee of a public governmental body. However, any vote on a final decision, when taken by a public governmental body, to hire, fire, promote or discipline an employee of a public governmental body must be made available to the public within seventy-two hours of the close of the meeting where such action occurs; provided, however, that any employee so affected shall be entitled to prompt notice before such decision is made available to the public.

d. Nonjudicial mental or physical health proceedings involving identifiable persons, including medical, psychiatric, psychological or alcoholism or drug dependency diagnosis or treatment.

e. Testing and examination materials, before the test or examination is given or if it is to be given again, before so given again.

f. Welfare cases of identifiable individuals.

g. Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups.

h. Software codes for electronic data processing and documentation thereof.

i. Specifications for competitive bidding, until either the specifications are officially approved by the public governmental body or the specifications are published for bid.

j. Sealed bids and related documents, until the earlier of either when the bids are opened, or all bids are accepted or all bids are rejected.

k. Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, except that this exemption shall not apply to the names, positions, salaries and lengths of service of officers and employees of public agencies once they are employed as such. It is the policy of the City that no information relating to present or past employees other than names, positions, salaries and lengths of service shall be provided to any person or agency other than: (i) as specifically requested in writing by the employee in question in accord with applicable provisions of the City's personnel policies; (ii) as may be required in response to a subpoena lawfully issued by a court of competent jurisdiction, or (iii) as otherwise may be required by law.

l. Records that are protected from disclosure by law.

m. Meetings and public records relating to scientific and technological innovations in which the owner has a proprietary interest.

n. Records relating to municipal hotlines established for the reporting of abuse and wrongdoing.

o. Confidential or privileged communications between a public governmental body and its auditor, including all auditor work product; however, all final audit reports issued by the auditor are to be considered open records pursuant to this Chapter.

p. Operational guidelines and policies developed, adopted, or maintained by any public agency responsible for law enforcement, public safety, first response, or public health for use in responding to or preventing any critical incident which is or appears to be terrorist in nature and which has the potential to endanger individual or public safety or health. Nothing in this exception shall be deemed to close information regarding expenditures, purchases, or contracts made by an agency in implementing these guidelines or policies. When seeking to close information pursuant to this exception, the agency shall affirmatively state in writing that disclosure would impair its ability to protect the safety or health of persons, and shall in the same writing state that the public interest in nondisclosure outweighs the public interest in disclosure of the records. ~~This exception shall expire and be of no further force or effect on December 31, 2008.~~

q. Existing or proposed security systems and structural plans of real property owned or leased by a public governmental body, and information that is voluntarily submitted by a non-public entity owning or operating an infrastructure to any public governmental body for use by that body to devise plans for protection of that infrastructure, the public disclosure of which would threaten public safety.

i. Records related to the procurement of or expenditures relating to security systems purchased with public funds shall be open;

ii. When seeking to close information pursuant to this exception, the public governmental body shall affirmatively state in writing that disclosure would impair the public governmental body's ability to protect the security or safety of persons or real property, and shall in the same writing state that the public interest in nondisclosure outweighs the public interest in disclosure of the records;

iii. Records that are voluntarily submitted by a nonpublic entity shall be reviewed by the receiving agency within ninety days of submission to determine if retention of the document is necessary in furtherance of a state security interest. If retention is not necessary, the documents shall be returned to the nonpublic governmental body or destroyed;

~~iv. This exception shall expire and be of no further force or effect on December 31, 2008.~~

r. Records that identify the configuration of components or the operation of a computer, computer system, computer network, or telecommunications network, and would allow unauthorized

access to or unlawful disruption of a computer, computer system, computer network, or telecommunications network of a public governmental body. This exception shall not be used to limit or deny access to otherwise public records in a file, document, data file or database containing public records. Records related to the procurement of or expenditures relating to such computer, computer system, computer network, or telecommunications network, including the amount of moneys paid by, or on behalf of, a public governmental body for such computer, computer system, computer network, or telecommunications network shall be open.

s. Credit card numbers, personal identification numbers, digital certificates, physical and virtual keys, access codes or authorization codes that are used to protect the security of electronic transactions between a public governmental body and a person or entity doing business with a public governmental body. Nothing in this section shall be deemed to close the record of a person or entity using a credit card held in the name of a public governmental body or any record of a transaction made by a person using a credit card or other method of payment for which reimbursement is made by a public governmental body.

t. Individually identifiable customer usage and billing records for customers of a municipally owned utility of a utility operated by any political subdivision created by Article VI, Section 30(a) of the Constitution of Missouri, unless the records are requested by the customer or authorized for release by the customer, except that a municipally owned utility or a utility operated by any political subdivision created by Article VI, Section 30(a) of the Constitution of Missouri shall make available to the public the customer's name, billing address, location of service, and dates of service provided for any commercial service account.

u. Any portion of a record that contains individually identifiable information of a minor under eighteen years of age held by a public governmental body, if such public governmental body is a city, town, village, or park board except when such records are requested by the division of labor standards within the department of labor and industrial relations for the purpose of enforcing chapter 294.

v. Individually identifiable customer information for visitors who make a camping, lodging, or shelter reservation for a county park, municipal park, or Missouri state park or state historic site unless the records are requested by the visitor or authorized for release by the visitor, and except that this exemption shall not apply to the municipality of residence and the zip code of residence of the visitor;

2. All records that may be closed hereby are deemed closed records unless the governmental body votes to make them public. Before closing a meeting to the public, a majority of a quorum of the governmental body must vote to do so in a public vote. The vote of each member of the governmental body on the question of closing the meeting or vote and the reason for closing the meeting by reference to a specific exception shall be announced at a public meeting and entered into the minutes.

3. The governmental body shall give notice of the time, date and place of a closed meeting and the reason for holding it by reference to a specific exception. The notice shall be the same as in (4) below. No other business may be discussed in a closed meeting that does not directly relate to the specific reason announced to close the meeting to the public.

4. The governmental body shall give notice of the time, date, place and tentative agenda of each meeting. The notice shall be placed on the appropriate bulletin board at city hall at least 24 hours, exclusive of weekends and holidays, prior to the meeting. If an emergency makes it impossible to give 24 hours notice, the reason must be reflected in the minutes. Notice also shall be given to any representative of the news media who requests notice of a particular meeting.

5. Each meeting shall be held at a place reasonably accessible to the public, and at a time reasonably convenient to the public, unless for good cause such a place or time is impossible or impractical. When it is necessary to hold a meeting on less than twenty-four hours notice, or at a place that is not reasonably accessible to the public, or at a time that is not reasonably convenient to the public, the nature of the good cause justifying that departure from the normal requirements shall be stated in the minutes.

6. A formally constituted subunit of a parent governmental body may conduct a meeting without notice during a lawful meeting of the parent governmental body, a recess in that meeting, or immediately following that meeting, if the meeting of the subunit is publicly announced at the parent meeting and the subject of the meeting reasonably coincides with the subjects discussed or acted upon by the parent governmental body.

7. The City Clerk shall be the custodian of records and will be responsible for maintenance and control of all records. The custodian shall provide public access to all public records as soon as possible but no later than the third business day following the date the request is received by the custodian. If additional delay is necessary, the custodian shall give an explanation for the delay and the date the record will be available for inspection. If a request for access is denied, the custodian shall provide, upon request, a written statement of the grounds for such denial. Such statement shall cite the specific provision of law under which access is denied and shall be furnished to the requester no later than the end of the third business day following the date the request for the statement is received.

8. The City Clerk shall charge ten (10) cents per page for a paper copy not larger than nine by fourteen inches, plus an hourly fee for duplicating time not to exceed the average hourly rate of pay for clerical staff of the City. Research time required for fulfilling records requests may be charged at the actual cost of research time. Based on the scope of the request, the City shall produce the copies using employees of the City that result in the lowest amount of charges for search, research, and duplication time. Prior to producing copies of the requested records, the person requesting the records may request the City to provide an estimate of the cost to the person requesting the records. The custodian shall receive (or may require) payment prior to duplicating and/or searching for documents.

9. Fees for providing access to public records maintained on computer facilities, recording tapes or disks, video tapes or films, pictures, maps, slides, graphics, illustrations or similar audio or visual items or devices, and for paper copies larger than nine by fourteen inches shall include only the cost of copies, staff time, which shall not exceed the average hourly rate of pay for staff of the City required for making copies and programming, if necessary, and the disk or tape, or other medium used for the duplication. Fees for maps, blueprints, or plats that require special expertise to duplicate may include the actual rate of compensation for the trained personnel required to duplicate such maps, blueprints, or plats. If programming is required beyond the customary and usual level to comply with a request for records or information, the fees for compliance may include the actual costs of such programming.

10. A request for public records to a public governmental body shall be considered withdrawn if the requester fails to remit all fees within ninety days, or within one hundred fifty days if the requested fees are greater than one thousand dollars, of a request for payment of the fees by the public governmental body, prior to fulfilling the request. The public governmental body shall include notice to the requester that if the requester fails to remit payment of the fees within ninety days, or within one

hundred fifty days if the requested fees are greater than one thousand dollars, then the request for public records shall be considered withdrawn.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

David B. Flanigan, MAYOR

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Insurance Audit and Claims

RESOLUTION NO. 2104

A RESOLUTION ADOPTING A REVISED POLICE AND FIRE PENSION PLAN INVESTMENT POLICY STATEMENT, AS RECOMMENDED BY THE POLICE AND FIRE PENSION PLAN COMMITTEE

WHEREAS, the City Council of the City of Carthage has adopted a formal written Investment Policy for the Police and Fire Pension Plan; and

WHEREAS, the last revision to the Police and Fire Pension Investment Policy was in 2022 and the indices used were updated; and

WHEREAS, the revisions to the investment policy that are being proposed are updating the targets and ranges associated with the portfolio's asset allocation along with updating language to better match State Statutes as it relates to the Pension Plan;

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

The City of Carthage hereby adopts and approves a revised Police and Fire Pension Plan Investment Policy Statement, a true copy of which is attached hereto and incorporated herein as if set out in full.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

David B. Flanigan, Mayor

ATTEST:

Miranda Deal, City Clerk

CITY OF CARTHAGE, MISSOURI POLICE AND FIRE PENSION PLAN INVESTMENT POLICY STATEMENT

_____, 2025 (amended)

Purpose

The purpose of this investment policy is to provide a clear understanding of the investment policies, guidelines and objectives for the City of Carthage's Police and Fire Pension Plan (Pension Plan or Plan), for the Carthage City Council, the Police and Fire Pension Plan Committee (Pension Plan Committee), investment managers, investment advisors and others.

This document provides a governing basis for the management and disposition of all assets (including cash and non-cash items) held as investments by the Pension Plan.

The following guidelines have been set forth to give the investment managers/advisors/consultants an overview of the general investment philosophy and orientation of the Pension Plan Committee's and Trustee's responsibility for the assets of the Pension Plan. The intent is to give broad direction allowing for the flexibility necessary for the investment managers/advisors/consultants to successfully implement the investment strategy, consistent with the requirements under Missouri law as set forth herein.

Organization

This plan is a defined benefit Pension Plan for the Police and Firefighters of the City of Carthage. The Pension Plan is a qualified pension plan and trust as defined in the Internal Revenue Code. Therefore, this Plan is exempt from Federal and State income taxes. The purpose of the Pension Plan is to provide retirement benefits to participants of the Plan.

The Pension Plan is subject to the laws and regulations of the State of Missouri, specifically, RSMo Section 105.660 et seq., which provide for the regulation of Missouri public pension programs. These statutes describe the duties of the Pension Plan Committee and of the Plan's investment fiduciary, as such term is defined in RSMo Section 105.687(3).

The primary function of the Pension Plan Committee is to administer the Plan for the exclusive benefit of the participants and their beneficiaries, subject to the specific terms of the Plan.

The City Council has allocated to the Pension Plan Committee the responsibility for implementing these guidelines. The Pension Plan Committee may employ at its discretion an investment manager to manage all or a designated portion of the assets of the Pension Plan to accomplish the Pension Plan's objectives. Such investment manager shall be an investment fiduciary to the Pension Plan as defined in RSMo. Section 105.687(3).

The City Council and Pension Plan Committee members will act in accordance with this Investment Policy Statement (and/or procedures established or to be established) and will exercise their duties as set forth in RSMo. Section 105.660 et seq.

Investment Objectives

The principal objectives of the Pension Plan's investment program shall be:

- **Safety of Capital** – The primary objective of the portfolio is for capital appreciation, with a secondary objective of generating a modest level of income. This portfolio may appeal to a more growth-oriented investor who has a longer investment time horizon and is willing to withstand short-term market fluctuations. While capital appreciation is the focus of this portfolio, investors can expect to receive a modest level of current income.
- **Liquidity** - The investment portfolio shall remain sufficiently liquid to enable the Pension Plan to pay all retirement benefits and otherwise meet all operating requirements which may be reasonably anticipated.
- **Return on Investments** - The primary goal of the trust fund for the Pension Plan will be to earn a return (along with contributions) that will adequately fund current and future obligations of the Plan. The investment portfolio shall be designed to attain as a minimum, a market average rate of return taking into account the cash flow needs of the Plan and the investment restrictions placed on the account.
- **Preservation of Purchasing Power After Spending** - The goal is to achieve returns in excess of the rate of inflation plus spending over the investment horizon in order to preserve purchasing power of Pension Plan assets so that the Plan can pay its promised retirement benefits.

Achieving these objectives will require assuming a moderate level of risk, a long-term investment horizon and diversification among assets. Although the investment objectives are long-term, each quarter there will be a review the performance and activities in the meeting the investment objectives stated in this Plan.

Funding Of Withdrawals/Distributions

The Pension Plan has requirements and expectations for periodic withdrawals for benefits and expenses. The investment managers will be made aware of these requirements and will be responsible for employing a strategy to meet these needs. The Pension Plan Committee would anticipate that the funds needed could most often be provided from cash and cash equivalents, fund contributions and investment income earnings.

Approved Investments

The Pension Plan may hold the following types of securities:

• Cash and Equivalents

Short-term investments (maturities less than one year) shall consist of obligations of the U.S. Government, U.S. Agencies of one-year maturity or less. Additionally, a money market fund or comparable investment vehicle with like investments may be used.

• Fixed Income

Investments may be in the form of individual securities, mutual funds, exchange traded funds, index funds or separately managed accounts. Individual fixed income assets may include the following issuer types rated "Baa3/BBB-" or better at time of purchase: Treasury (i.e.: Treasury Bills, Notes or Bonds) obligations, including U.S. Treasury-inflation protected securities ("TIPS"); Government Agency (i.e.: FNMA, FHLB, FFCB, SLMA) obligations; Corporate obligations; Asset-backed securities; Mortgage-backed securities including CMOs; Senior loans; Commercial paper; Certificates of deposit; Taxable municipal securities; and International bonds. No individual bond holding will be larger than 5% of the total portfolio value. No individual mutual fund or exchange traded fund, other than diversified index funds, will be larger than 10% of the total portfolio value. No more than 10% of the portfolio will be invested in any one issuer except for U.S. government obligations. The portfolio shall have an average maturity not more than ten years. The average credit quality of the portfolio will be "A" or better.

• Equities

Investments may be in the form of individual securities, mutual funds, exchange traded funds, index funds or separately managed accounts. International Equity investments may be made in both developed and emerging market companies of all capitalization sizes. No individual equity holding will be larger than 5% of the total portfolio value. No individual mutual fund or exchange traded fund, other than diversified index funds, will be larger than 10% of the total portfolio value.

• Other

Investments may be in the following: Commodities including precious metals; Real Estate; Master Limited Partnerships; Long/Short Strategies; Multi-Manager Strategies (including use of leverage and/or derivatives). All investments in this category will be in a form that provides daily liquidity.

Prohibited Transactions

Investment activities in the following are prohibited:

- Margin purchases
- Private placements or other restricted securities
- Commodities
- Foreign issues, unless traded on U.S. exchanges or markets
- Futures transactions
- Options transactions
- Derivative transactions

Asset Allocation

The following targets and ranges shall apply to each of the asset classes:

	Min.	Target	Max.
Equities	55%	65%	70%
Large Cap*	25%	70%	100%

Mid Cap*	0%	11%	30%
Small Cap*	0%	5%	30%
International*	0%	14%	40%
*percent of total equity			
Fixed	20%	30%	40%
Cash	0%	5%	15%
Other	0%		15%

Re-Balancing

In the event the above asset allocation guidelines are broken, for reasons including but not limited to market price fluctuations, the Committee will instruct the Investment Manager to bring the portfolio into compliance with these guidelines as promptly and prudently as possible if market conditions are favorable.

Evaluation and Performance Criteria

Investment Manager's and fund portfolios can expect to be evaluated using both absolute and relative criteria. Performance of the Manager or fund shall be measured on a quarterly basis versus an appropriate benchmark that fairly reflects their investment style. Each manager is expected to outperform their benchmark over a 3-5 year time period on a net basis.

The Total Fund performance shall be measured versus the Policy Index. The Policy Index is composed of 45.5% Standard & Poor's 500 Composite Index, 7% Russell Mid Cap Index, 3.25% Russell 2000 Index, 9.25% MSCI AWI ex US, 30% Bloomberg Barclays U.S. Intermediate U.S. Government/Credit Index and 5% T-bills.

The Total Fund shall exceed a target return of 7.0% on an annual basis.

Roles and Responsibilities

Investment Advisor/Consultant

The Pension Plan Committee is ultimately responsible for complying with all applicable laws, rules and regulations as set forth in (i) the Revised Statutes of Missouri (including Section 105.660 et seq. and all other applicable Missouri statutes and interpretive court decisions), (ii) regulations and other rules promulgated by the Missouri Joint Committee on Public Employee Retirement, and (iii) applicable provisions of the Internal Revenue Code and regulations issued by the Internal Revenue Service. The Pension Plan Committee may utilize the services of an Investment Manager, Advisor and/or Consultant. Full discretion is granted to the investment manager in selecting securities and the timing of transactions, consistent with the Statement. The Investment Manager, Advisor and/or Consultant shall act as a fiduciary to the equity and fixed income segments of the Pension Plan, and in that capacity, shall be deemed to be an investment fiduciary to the Pension Plan as defined in RSMo. Section 105.687(3). The Pension Plan Committee should also

periodically utilize the services of an independent Investment Consultant to provide performance evaluation and analysis.

Any investment manager, advisors or consultants are responsible for making the Pension Plan Committee aware of all investment decisions regarding the assets of the fund. This includes notifying the Pension Plan Committee of any change in portfolio management, management style, analytical or management personnel.

Any voting of shares or other investment interests by an investment manager, advisor, consultant or their assignee for the purposes of furthering noneconomic environmental, social, political, ideological, or other goals is prohibited; instead, any voting of shares or other investment interests must be completed solely in the economic interest of plan participants.

The Investment Manager, Advisor and/or Consultants will, therefore, be accountable for actions to comply with the objectives and guidelines outlined herein. The investments should be adequately diversified to reduce risk, related to position size and asset allocation strategy as outlined in this Investment Policy Statement.

It is expected the Investment Manager, Advisor and/or Consultants will provide personal consultation with the Pension Plan Committee on a quarterly basis in addition to printed reports and financial statements.

- Pursuant to RSMo. Section 105.688, the assets of the Pension Plan may be invested, reinvested and managed by an investment fiduciary subject to the terms, conditions and limitations provided in RSMo. Sections [105.687 to 105.689](#). An investment fiduciary shall discharge his or her duties in the interest of the Plan's participants and their beneficiaries and shall:
 - (1) Act with the same care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a similar capacity and familiar with those matters would use in the conduct of a similar enterprise with similar aims;
 - (2) Act with due regard for the management, reputation, and stability of the issuer and the character of the particular investments being considered;
 - (3) Make investments for the purposes of providing benefits to participants and participants' beneficiaries, and of defraying reasonable expenses of investing the Plan's assets;
 - (4) Give appropriate consideration to those facts and circumstances that the investment fiduciary knows or should know are relevant to the particular investment or investment course of action involved, including the role the investment or investment course of action plays in that portion of the Plan's investments for which the investment fiduciary

has responsibility. For purposes of this subdivision, **"appropriate consideration"** shall include, but is not necessarily limited to a determination by the investment fiduciary that a particular investment or investment course of action is reasonably designed, as part of the investments of the Plan, to further the purposes of the Plan, taking into consideration the risk of loss and the opportunity for gain or other return associated with the investment or investment course of action; and consideration of the following factors as they relate to the investment or investment course of action:

- (a) The diversification of the investments of the Plan;
 - (b) The liquidity and current return of the investments of the Plan relative to the anticipated cash flow requirements of the Plan; and
 - (c) The projected return of the investments of the Plan relative to the funding objectives of the Plan;
- (5) Give appropriate consideration to investments which would enhance the general welfare of this state and its citizens if those investments offer the safety and rate of return comparable to other investments available to the investment fiduciary at the time the investment decision is made; and
 - (6) Not be prohibited from closing records to the extent that such records relate to information submitted by an individual, corporation, or other business entity in connection with investments in or financial transactions with business entities for investment purposes;
 - (7) Not consider environmental, social, or governance characteristics in a manner that would override his or her fiduciary duties as defined in this section;
 - (8) Not be subject to any legislative, regulatory, or other mandates to invest with environmentally, socially, or other noneconomically motivated influence unless they are consistent with the fiduciary's responsibility as provided in this section or as provided in the Plan's governing rules with respect to the investment of Plan assets or other duties imposed by law relating to the investment, management, deposit, or custody of Plan assets;
 - (9) Not be subject to any legislative, regulatory, or other mandates for divestment from any indirect holdings in actively or passively managed investment funds or in private assets.

Communication and Review

- **Quarterly:** Investment Manager, Advisor and/or Consultants should expect to provide quarterly portfolio presentations to the Pension Plan Committee which will include reports of portfolio status, time-weighted returns, industry performance measurement standards, performance comparisons to appropriate benchmarks, economic outlook, investment strategy and other related matters which would be of interest to the Pension Plan Committee.
- **Annual:** The Investment Manager, Advisor and/or Consultants shall report to the Pension Plan Committee all fees and commissions that are charges to the Pension Plan.
- **Ongoing:** Ongoing communication by phone, letter or personal consultation will be required as deemed necessary by the Investment Advisor and/or the Pension Plan Committee.

The City Council and the Pension Plan Committee places great trust in an emphasis on the investment strategy employed by the Plan's managers, advisor and consultants. Any material changes to or deviations from a previously outlined approach, changes in management or investment personnel must immediately be communicated and justified to the Pension Plan Committee and the City Council.

Plan Review

The managers, advisors and or consultants shall be responsible for reviewing these guidelines with the Pension Plan Committee at least annually to ensure that they remain valid and relevant. Any recommendations as to changes should be submitted to the Pension Plan Committee in writing.

The statement set forth herein shall be effective as of _____, 2025, until otherwise amended in writing by the City Council of the City of Carthage.

The Pension Plan Committee requires the Chairman, Secretary and Treasurer to approve the above Investment Policy Statement by signing as indicated below. The Pension Plan Committee further requires the remaining trustees acknowledge that they have read and understand the provisions of this document by signing as indicated below.

Approved by:

Police and Fire Pension Plan

City of Carthage

Chairperson

Mayor: David B. Flanigan

Secretary

Committee Member

Committee Member

Committee Member

Committee Member

RESOLUTION NO. 1987

~~A RESOLUTION ADOPTING A REVISED POLICE AND FIRE PENSION PLAN INVESTMENT POLICY, AS RECOMMENDED BY THE POLICE AND FIRE PENSION PLAN COMMITTEE~~

~~WHEREAS~~, the City Council of the City of Carthage has adopted a formal written Investment Policy for the Police and Fire Pension Plan; and

~~WHEREAS~~, the City Council of the City of Carthage in 2022, revised the Pension plan to be gender neutral and to rename the plan. The investment policy is part of the Police and Fire Pension Plan and should match the changes to the plan.

~~WHEREAS~~, the City Council of the City of Carthage in 2021, adopted a revised police and fire pension plan investment policy;

~~WHEREAS~~, the Police and Fire Pension Plan Committee has recommended the City Council of the City of Carthage to replace the Bloomberg Barclays U.S. Government Credit 1-5 year Bond Index with the Bloomberg Barclays U.S. Intermediate U.S. Government/Credit Index.

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

The City of Carthage hereby adopts and approves a revised Police and Fire Pension Plan Investment Policy Statement, a true copy of which is attached hereto and incorporated herein as if set out in full.

~~PASSED AND APPROVED THIS 8th DAY OF NOVEMBER, 2022.~~

Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Budget Ways & Means Committee

CITY OF CARTHAGE, MISSOURI

POLICE AND FIRE PENSION PLAN

INVESTMENT POLICY STATEMENT

November 8, 2022 (amended)

Purpose

The purpose of this investment policy is to provide a clear understanding of the investment policies, guidelines and objectives for the City of Carthage's Police and Fire Pension Plan (Pension Plan or Plan), for the Carthage City Council, the Police and Fire Pension Plan Committee (Pension Plan Committee), investment managers, investment advisors and others.

This document provides a governing basis for the management and disposition of all assets (including cash and non-cash items) held as investments by the Pension Plan.

The following guidelines have been set forth to give the investment managers/advisors/consultants an overview of the general investment philosophy and orientation of the Pension Plan Committee's and Trustee's responsibility for the assets of the Pension Plan fund. The intent is to give broad direction allowing for the flexibility necessary for the investment managers/advisors/consultants to successfully implement the investment strategy, consistent with the requirements under Missouri law as set forth herein.

Organization

This plan is a defined benefit Pension Plan for the Police and Firefighters of the City of Carthage. The Pension Plan is a qualified pension plan and trust as defined in the Internal Revenue Code. Therefore, this Plan is exempt from Federal and State income taxes. The purpose of the fund Pension Plan is to provide retirement benefits to participants of the Plan.

The Pension Plan is subject to the laws and regulations of the State of Missouri, specifically, RSMo Section 105.660 et seq., which provide for the regulation of Missouri public pension programs. These statutes describe the duties of the Pension Plan Committee and of the Plan's investment fiduciary, as such term is defined in RSMo Section 105.687(3).

The primary function of the Pension Plan Committee is to administer the Plan for the exclusive benefit of the participants and their beneficiaries, subject to the specific terms of the Plan.

The City Council has allocated to the Pension Plan Committee the responsibility for implementing these guidelines. The Pension Plan Committee may employ at its discretion an investment manager to manage all or a designated portion of the assets of the Pension Plan to accomplish the Pension Plan's objectives. Such investment manager shall be an investment fiduciary to the Pension Plan as defined in RSMo. Section 105.687(3).

The City Council and Pension Plan Committee members will ~~acting~~ in accordance with this Investment Policy Statement (and/or procedures established or to be established) and will ~~exercising their duties due diligence as set forth in RSMo. Section 105.660 et seq. shall be relieved of personal liability for an individual securities credit risk or market change.~~

Investment Objectives

The principal objectives of the Pension Plan's investment program shall be:

- **Safety of Capital** - ~~Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required so potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.~~

•

The primary objective of the portfolio is for capital appreciation, with a secondary objective of generating a modest level of income. This portfolio may appeal to a more growth-oriented investor who has a longer investment time horizon and is willing to withstand short-term market fluctuations. While capital appreciation is the focus of this portfolio, investors can expect to receive a modest level of current income.

- Pursuant to RSMo. Section 105.688, the assets of the Pension Plan may be invested, reinvested and managed by an investment fiduciary subject to the terms, conditions and limitations provided in RSMo. Sections 105.687 to 105.689. An investment fiduciary shall discharge his or her duties in the interest of the Plan's participants and their beneficiaries and shall:
 - (1) Act with the same care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a similar capacity and familiar with those matters would use in the conduct of a similar enterprise with similar aims;
 - (2) Act with due regard for the management, reputation, and stability of the issuer and the character of the particular investments being considered;
 - (3) Make investments for the purposes of providing benefits to participants and participants' beneficiaries, and of defraying reasonable expenses of investing the Plan's assets;
 - (4) Give appropriate consideration to those facts and circumstances that the investment fiduciary knows or should know are relevant to the particular investment or investment course of action involved, including the role the investment or investment course of action plays in that portion of the Plan's investments for which the investment fiduciary has responsibility. For purposes of this subdivision, "appropriate consideration" shall include, but is not necessarily limited to a determination by the investment fiduciary that a particular investment or investment course of action is reasonably designed, as part of the investments of the Plan, to further the purposes of the Plan, taking into consideration the risk of loss and the opportunity for gain or other return associated with the investment or investment course of action; and consideration of the following factors as they relate to the investment or investment course of action:
 - (a) The diversification of the investments of the Plan;
 - (b) The liquidity and current return of the investments of the Plan relative to the anticipated cash flow requirements of the Plan; and
 - (c) The projected return of the investments of the Plan relative to the funding objectives of the Plan;

- (5) Give appropriate consideration to investments which would enhance the general welfare of this state and its citizens if those investments offer the safety and rate of return comparable to other investments available to the investment fiduciary at the time the investment decision is made; and
- (6) Not be prohibited from closing records to the extent that such records relate to information submitted by an individual, corporation, or other business entity in connection with investments in or financial transactions with business entities for investment purposes;
- (7) Not consider environmental, social, or governance characteristics in a manner that would override his or her fiduciary duties as defined in this section;
- (8) Not be subject to any legislative, regulatory, or other mandates to invest with environmentally, socially, or other noneconomically motivated influence unless they are consistent with the fiduciary's responsibility as provided in this section or as provided in the Plan's governing rules with respect to the investment of Plan assets or other duties imposed by law relating to the investment, management, deposit, or custody of Plan assets; and
- (9) Any voting of shares or other investment interests by an investment manager, advisor, consultant or their assignee for the purposes of furthering noneconomic environmental, social, political, ideological, or other goals is prohibited; instead, any voting of shares or other investment interests must be completed solely in the economic interest of plan participants; and
- (109) Not be subject to any legislative, regulatory, or other mandates for divestment from any indirect holdings in actively or passively managed investment funds or in private assets.
- **Prudence** - The standard of prudence to be used by investment officials shall be the "prudent person" prudent investor standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

The "prudent person" standard states that, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

The prudent investor rule is a legal guideline that governs fiduciaries, such as trustees and investment advisors, in managing investment portfolios. It requires fiduciaries to invest trust assets with the same care as their own, emphasizing risk management, diversification, and a long-term investment strategy to meet the needs of beneficiaries. This rule is rooted in the 1830 Prudent Man Rule and was codified in the 1992 Uniform Prudent Investor Act, which mandates that fiduciaries avoid excessively risky assets and make decisions based on thorough analysis and reasonable expectations.

- **Liquidity** - The investment portfolio shall remain sufficiently liquid to enable the Pension Plan Fund to pay all retirement benefits and otherwise meet all operating requirements which may be reasonably anticipated.

- **Return on Investments** - The primary goal of the [trust fund for the Pension Plan](#) will be to earn a return (along with contributions) that will adequately fund current and future obligations of the Plan. The investment portfolio shall be designed to attain as a minimum, a market average rate of return taking into account the cash flow needs of the [Planfund](#) and the investment restrictions placed on the account.
- **Preservation of Purchasing Power After Spending** - The goal is to achieve returns in excess of the rate of inflation plus spending over the investment horizon in order to preserve purchasing power of [Pension Planfund](#) assets [so that the Plan can pay its promised retirement benefits](#).

Achieving these objectives will require assuming a moderate level of risk, a long-term investment horizon and diversification among assets. Although the investment objectives are long-term, each quarter there will be a review the performance and activities in the meeting the investment objectives stated in this [Pplan](#).

Funding Of Withdrawals/Distributions

Discussion point: Communication standards around contributions and withdrawals.

The [Pension Planfund](#) has requirements and expectations for periodic withdrawals for benefits and expenses. The investment managers will be made aware of these requirements and will be responsible for employing a strategy to meet these needs. The [Pension Plan CommitteeFund](#) would anticipate that the funds needed could most often be provided from cash and cash equivalents, fund contributions and investment income earnings.

Approved Investments

The ~~Fund~~Pension Plan may hold the following types of securities:

- **Cash and Equivalents**

Short-term investments (maturities less than one year) shall consist of obligations of the U.S. Government, U.S. Agencies of one-year maturity or less. Additionally, a money market fund or comparable investment vehicle with like investments may be used.

- **Fixed Income**

~~The quality of the fixed income securities shall be in accordance with Missouri statute and restricted to U.S. Government bonds and U.S. Agencies. Any exception will be those specifically identified in the statute.~~

Investments may be in the form of individual securities, mutual funds, exchange traded funds, index funds or separately managed accounts. Individual fixed income assets may include the following issuer types rated "Baa3/BBB-" or better at time of purchase: Treasury (i.e.: Treasury Bills, Notes or Bonds) obligations, including U.S. Treasury-inflation protected securities ("TIPS"); Government Agency (i.e.: FNMA, FHLB, FFCB, SLMA) obligations; Corporate obligations; Asset-backed securities; Mortgage-backed securities including CMOs; Senior loans; Commercial paper; Certificates of deposit; Taxable municipal securities; and International bonds. No individual bond holding will be larger than 5% of the total portfolio value. No individual mutual fund or exchange traded fund, other than diversified index funds, will be larger than 10% of the total portfolio value. No more than 10% of the portfolio will be invested in any one issuer except for U.S. government obligations. The portfolio shall have an average maturity not more than ten years. The average credit quality of the portfolio will be "A" or better.

- **Equities**

The portfolio may hold common stocks, variable annuities or mutual funds that invest in common stocks of publicly traded companies on U.S. Exchanges, Foreign Exchanges represented in the EAFE index, NASDAQ listed stocks and securities convertible into such stocks. Equity investments in any major sector classification shall not exceed 20% of the market value of the total equity portfolio. Equity investments in any single issue shall not exceed 7% of the equity portfolio at market value.

Investments may be in the form of individual securities, mutual funds, exchange traded funds, index funds or separately managed accounts. International Equity investments may be made in both developed and emerging market companies of all capitalization sizes. No individual equity holding will be larger than 5% of the total portfolio value. No individual mutual fund or exchange traded fund, other than diversified index funds, will be larger than 10% of the total portfolio value

- **Other**

Investments may be in the following: Commodities including precious metals; Real Estate; Master Limited Partnerships; Long/Short Strategies; Multi-Manager Strategies (including use

of leverage and/or derivatives). All investments in this category will be in a form that provides daily liquidity.

Investment Advisor/Consultant

The Pension Plan Committee is ultimately responsible for complying with all applicable laws, rules and regulations as set forth in (i) the Revised Statutes of Missouri (including Section 105.660 et seq. and all other applicable Missouri statutes and interpretive court decisions), (ii) regulations and other rules promulgated by the Missouri Joint Committee on Public Employee Retirement, and (iii) applicable provisions of the Internal Revenue Code and regulations issued by the Internal Revenue Service. by the Missouri Department of Insurance Missouri County Employees' Retirement Fund? The Pension Plan Committee may utilize the services of an Investment Manager, Advisor and/or Consultant. ~~Investment Advisor/Consultant to be responsible for investment manager or mutual fund selection and oversee fixed income recommendations and purchases. Full discretion is granted to the investment manager in selecting securities and the timing of transactions, consistent with the Statement.~~ The Investment Manager, Advisor and/or Consultant shall act as a fiduciary to the equity and fixed income segments of the Pension Plan, Fund and in that capacity, shall be deemed to be an investment fiduciary to the Pension Plan as defined in RSMo. Section 105.687(3). ~~The Investment Advisor/Consultant shall have discretion relative to the equity segment of the Fund, but not the fixed income segment.~~ The Pension Plan Committee should also periodically utilize the services of an independent Investment Consultant to provide performance evaluation and analysis.

Any investment manager, advisors or consultants are responsible for making the Pension Plan Committee aware of all investment decisions regarding the assets of the fund. This includes ~~promptly~~ notifying the Pension Plan Committee of any change in portfolio management, management style, analytical or management personnel.

Any voting of shares or other investment interests by an investment manager, advisor, consultant or their assignee for the purposes of furthering noneconomic environmental, social, political, ideological, or other goals is prohibited; instead, any voting of shares or other investment interests must be completed solely in the economic interest of plan participants.

The Investment Manager, Advisor and/or Consultants will, therefore, be accountable for actions to comply with the objectives and guidelines outlined herein. The investments should be adequately diversified to reduce risk, ~~but the interpretation of adequate related to position size and asset allocation strategy is up to the Pension Plan Committee or City Council as outlined in this~~ Investment Policy Statement.

It is expected the Investment Manager, Advisor and/or Consultants will provide personal consultation with the Pension Plan Committee on a quarterly basis in addition to printed reports and financial statements.

Prohibited Transactions

Investment activities in the following are prohibited:

- Margin purchases
- Private placements or other restricted securities

- Commodities
- Foreign issues, unless traded on U.S. exchanges or markets
- Futures transactions
- Options transactions
- Derivative transactions

Asset Allocation

The following targets and ranges shall apply to each of the asset classes:

	Min.	Target	Max.
Equities	45%	58%	70%
—Large Cap*	25%	75%	100%
—Mid Cap*	0%	5%	30%
—Small Cap*	0%	5%	30%
—International*	0%	15%	40%
—*percent of total equity			
Fixed	35%	37%	55%
Cash	0%	5%	15%
Other	0%		15%

	<u>Min.</u>	<u>Target</u>	<u>Max.</u>
<u>Equities</u>	<u>55%</u>	<u>65%</u>	<u>75%-70%</u>
<u>Large Cap*</u>	<u>25%</u>	<u>70%</u>	<u>100%</u>
<u>Mid Cap*</u>	<u>0%</u>	<u>11%</u>	<u>30%</u>
<u>Small Cap*</u>	<u>0%</u>	<u>5%</u>	<u>30%</u>
<u>International*</u>	<u>0%</u>	<u>14%</u>	<u>40%</u>
<u>*percent of total equity</u>			
<u>Fixed</u>	<u>20%</u>	<u>30%</u>	<u>40%</u>
<u>Cash</u>	<u>0%</u>	<u>5%</u>	<u>15%</u>
<u>Other</u>	<u>0%</u>		<u>15%</u>

Re-Balancing

In the event the above asset allocation guidelines are broken, for reasons including but not limited to market price fluctuations, the Committee will instruct the Investment Manager to bring the portfolio into compliance with these guidelines as promptly and prudently as possible if market conditions are favorable.

Evaluation and Performance Criteria

Investment Manager's and fund portfolios can expect to be evaluated using both absolute and relative criteria. Performance of the Manager or fund shall be measured on a quarterly basis versus an appropriate benchmark that fairly reflects their investment style. Each manager is expected to outperform their benchmark over a 3-5 year time period on a net basis.

The Total Fund performance shall be measured versus the Policy Index. The Policy Index is composed of ~~40% Russell 3000~~ 45.5% Standard & Poor's 500 Composite Index, 7% Russell Mid Cap Index, 3.25% Russell 2000 Index, ~~8%~~ 9.25% MSCI AWI ex US, ~~50%~~ 30% Bloomberg Barclays U.S. Intermediate U.S. Government/Credit Index and ~~2%~~ 5% T-bills.

The Total Fund shall exceed a target return of ~~7.5%~~ 7.0% on an annual basis.

Communication and Review

- **Quarterly:** Investment Manager, Advisor and/or Consultants should expect to provide quarterly portfolio presentations to the Pension Plan Committee which will include reports of portfolio status, time-weighted returns, ~~in accordance with Association for Investment Management and Research industry~~ performance measurement standards, performance comparisons to appropriate benchmarks, economic outlook, investment strategy and other related matters which would be of interest to the Pension Plan Committee. ~~The Consultant shall report on a quarterly basis the fixed income brokerage costs as well as PFA mutual fund fees.~~
- **Annual:** The Investment Manager, Advisor and/or Consultants shall report to the Pension Plan Committee all fees and commissions that are charges to the Pension Plan Fund.
- **Ongoing:** Ongoing communication by phone, letter or personal consultation will be required as deemed necessary by the Investment Advisor and/or the Pension Plan Investment Committee.

The City Council and the Pension Plan Committee places great trust in an emphasis on the investment strategy employed by the Plan's managers, advisor and consultants. Any material changes to or deviations from a previously outlined approach, changes in management or investment personnel must immediately be communicated and justified to the Pension Plan Committee and the City Council.

Plan Review

The managers, advisors and or consultants shall be responsible for reviewing these guidelines with the Pension Plan Committee at least annually to asensure that they remain valid and relevant. Any recommendations as to changes should be submitted to the Pension Plan Committee in writing.

The statement set forth herein shall be effective as of _____, 2025 November 8, 2022, until otherwise amended in writing by the City Council of the City of Carthage.

The Pension Plan Committee requires the Chairman, Secretary and Treasurer to approve the above Investment Policy Statement by signing as indicated below. The Pension Plan Committee further requires the remaining trustees acknowledge that they have read and understand the provisions of this document by signing as indicated below.

Approved by:

Police and Fire Pension Plan

City of Carthage

Chairperson

Mayor ~~Dan Rife~~ Bren Flanigan

Secretary

Committee Member ~~Trustee~~

Committee Member ~~Trustee~~

Committee Member ~~Trustee~~

Committee Member ~~Trustee~~

SALES TAX REPORT (UNAUDITED)

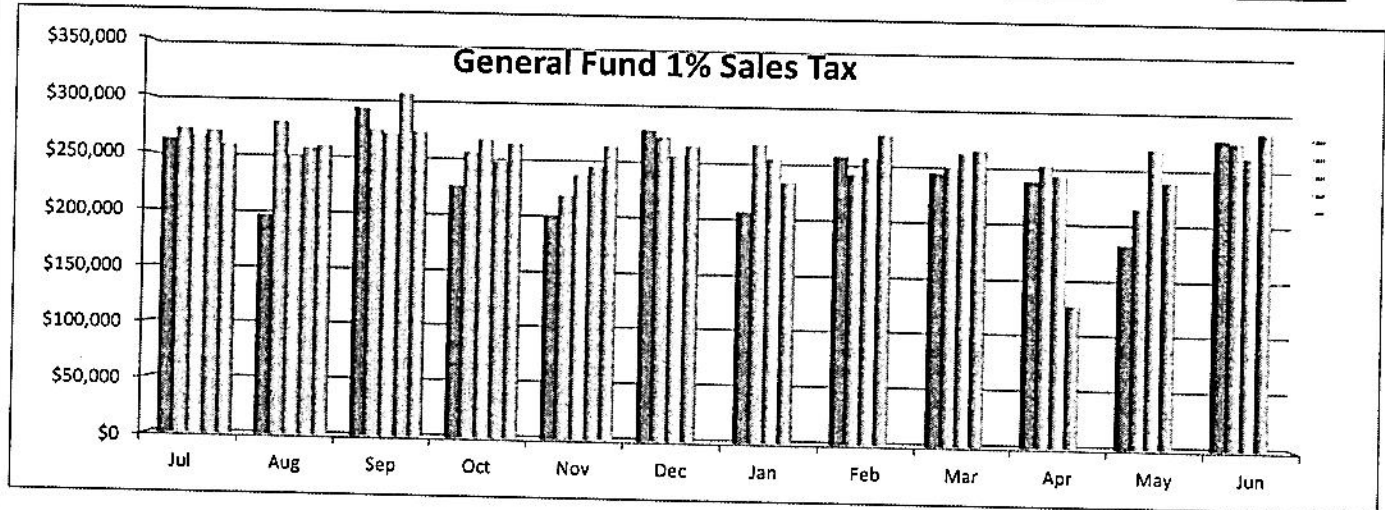
For the Month of:

NOVEMBER FY 2025-26

City's 1% General Fund Sales Tax

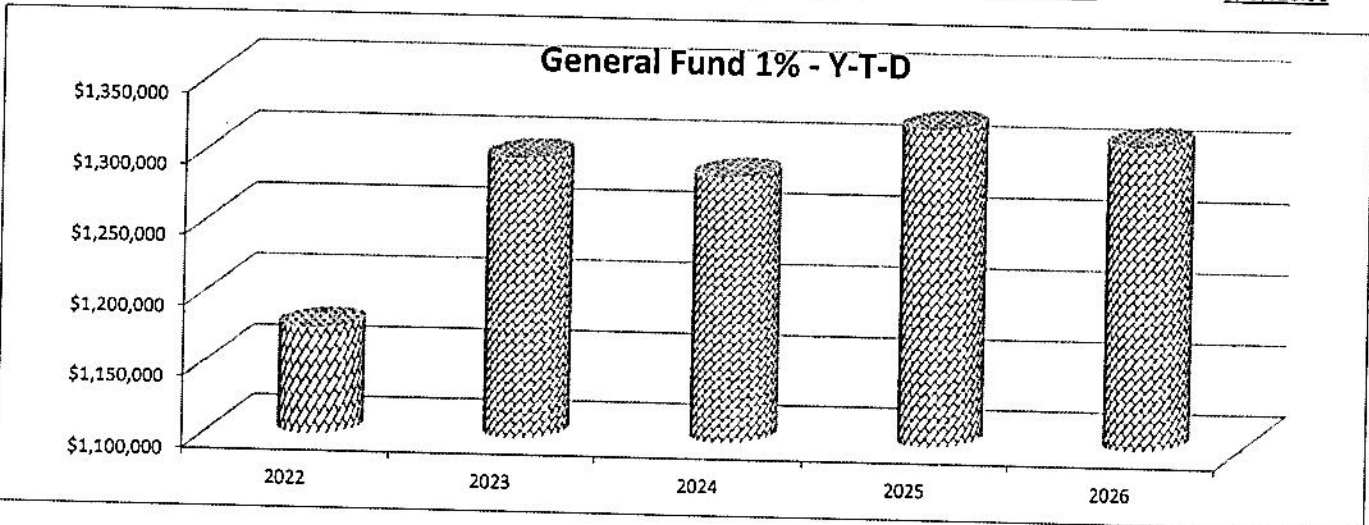
Current Month: \$ 262,558.95	Anticipated: \$ 261,517.18	% Difference	0.40%
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	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Current Month	\$ 198,830.68	\$ 218,375.57	\$ 236,337.56	\$ 244,147.89	\$ 262,558.95
% Change		9.83%	8.23%	3.30%	7.54%
\$Change		\$ 19,544.89	\$ 17,961.99	\$ 7,810.33	\$ 18,411.06



Year-To-Date: \$ 1,313,539.98	Budgeted: \$ 3,185,120.00	% Difference	58.76%
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	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Y-T-D	\$ 1,174,850.70	\$ 1,296,752.17	\$ 1,286,335.08	\$ 1,322,668.93	\$ 1,313,539.98
% Change		10.38%	-0.80%	2.82%	-0.69%
\$Change		\$ 121,901.47	-\$ 10,417.09	\$ 36,333.85	-\$ 9,128.95



Comments:

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

USE TAX REPORT (UNAUDITED)

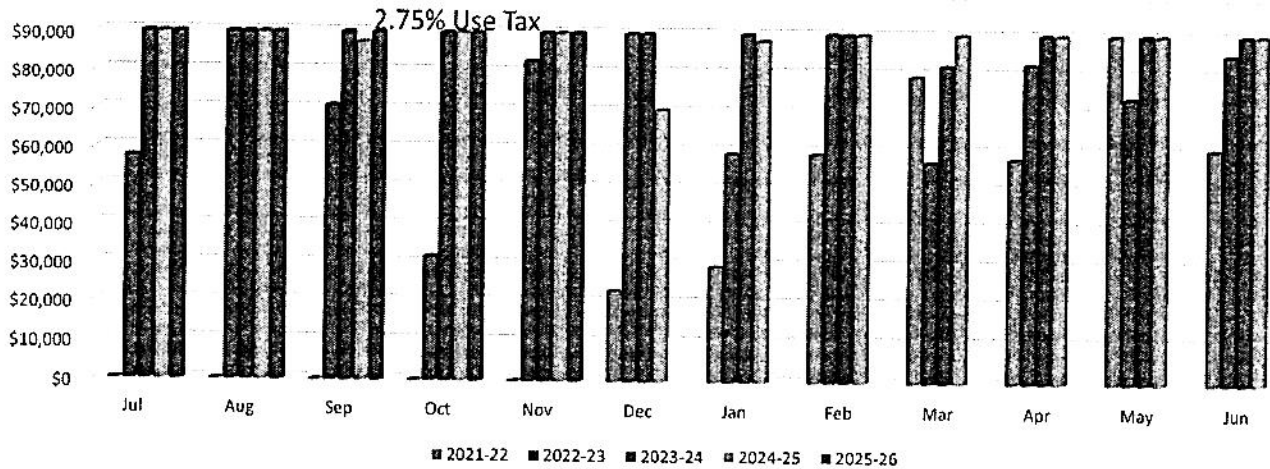
For the Month of: **NOVEMBER** FY 2025-26

2.75% Use Tax

9

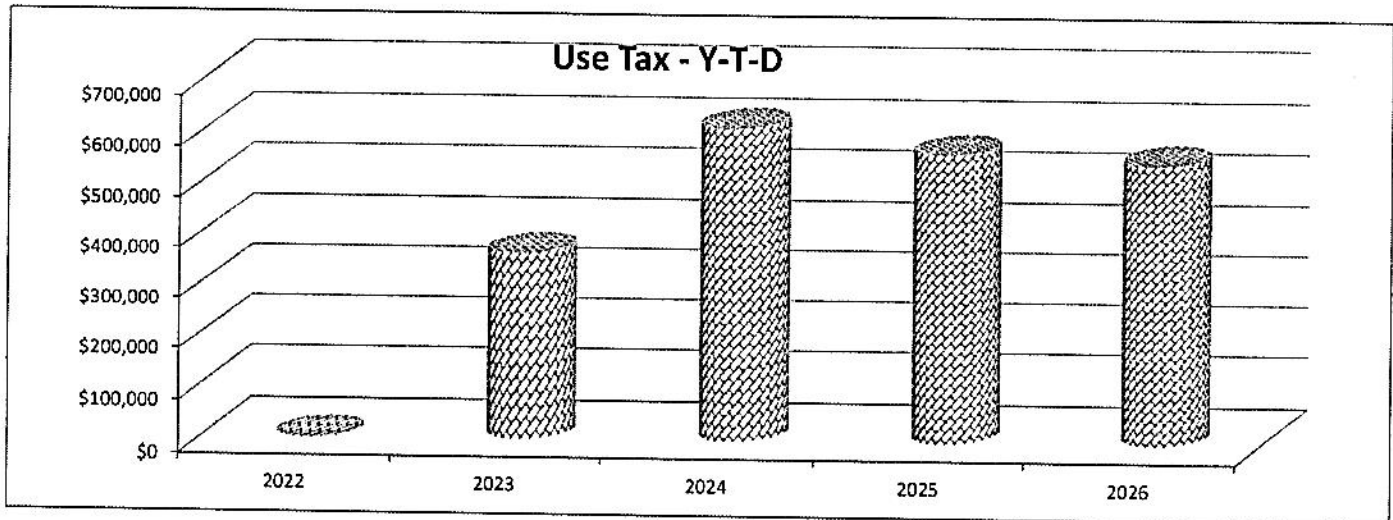
Current Month: \$ 118,444.02	Anticipated: \$ 136,423.01	% Difference	-13.18%
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	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Current Month	\$ 0.00	\$ 31,742.36	\$ 99,788.18	\$ 95,482.48	\$ 94,471.57
% Change	0.00%	0.00%	214.37%	-4.31%	-1.06%
\$Change	\$0.00	\$ 31,742.36	\$ 68,045.82	-\$ 4,305.70	-\$ 1,010.91



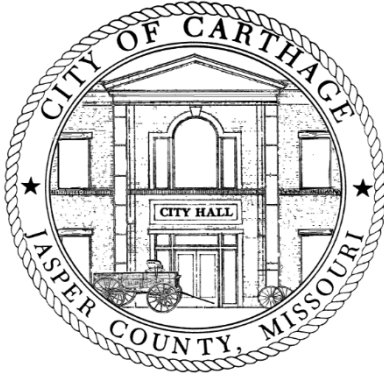
Year-To-Date: \$ 548,172.29	Budgeted: \$ 1,301,045.00	% Difference	57.87%
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	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Y-T-D	\$ 0.00	\$ 363,645.59	\$ 613,904.07	\$ 565,839.92	\$ 548,172.29
% Change			68.82%	-7.83%	-3.12%
\$Change		\$ 363,645.59	\$ 250,258.48	-\$ 48,064.15	-\$ 17,667.63



Comments:

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



The City of Carthage

America's Maple Leaf City

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

MEMO TO: Mayor and Council Members

FROM: Miranda Deal, City Clerk

SUBJECT: General Municipal Election April 7, 2026

Following this memo, please find the 2026 Missouri Election Calendar designating dates for the General Municipal Election to be held April 7, 2026

At present, those holding these positions are eligible at the next election for the following terms:

Mayor David B. Flanigan (4 year term)
1st Ward Derek Peterson (2 year term)
1st Ward *vacant*
2nd Ward Genaro Cifuentes (2 year term)
3rd Ward Jack Perkins (2 year term)
4th Ward Beth Kang (2 year term)
5th Ward Jana Schramm (2 year term)

Those persons wishing to be designated on the official ballot as a candidate should file their declaration of candidacy in person in the City Clerk's office, no sooner than Tuesday, December 9, 2025 beginning at 8:00 A.M. The last day to file is Tuesday, December 30, 2025 at 5:00 P.M. The office of the City Clerk will not be open on Saturdays and Sundays or those days designated a holiday by the City of Carthage.

The filing fee for each elective official shall be \$25.00 payable by cash or credit card (processing fee will apply) or a petition with 25 signatures from registered voters from the ward represented. All filing fees shall be paid to the City Clerk at the time of filing.

Miranda Deal
City Clerk



MEC
MISSOURI ETHICS COMMISSION

2025-26 Personal Financial Disclosure Candidate Filing Deadlines

- **Non-candidate filers:** Newly appointed or employed individuals are required to file a Personal Financial Disclosure (PFD) within 30 days of appointment or employment.
- **All other annual filers are required to file a PFD by May 1, 2026.**

Statutory Election Date	First Day of Candidate Filing	Last Day of Candidate Filing	Personal Financial Disclosure Statement Filing Deadline* (14 days from the last day of candidate filing)	Personal Financial Disclosure Statement Filing Deadline** (21 days from the last day of candidate filing)
February 3, 2026	October 7, 2025	October 28, 2025	November 12, 2025	November 18, 2025
March 3, 2026 (see local charter)	November 4, 2025	November 25, 2025	December 9, 2025	December 16, 2025
April 7, 2026 (General Municipal Election)	December 9, 2025	December 30, 2025	January 13, 2026	January 20, 2026
August 4, 2026	February 24, 2026	March 31, 2026	April 14, 2026	April 21, 2026
November 3, 2026	July 7, 2026	July 28, 2026***	August 11, 2026	August 18, 2026

PENALTIES:

*Failure to file by 14-day deadline shall result in a late filing fee of \$10 per day.

**Failure to file by 21-day deadline shall result in removal from the ballot.

Penalties for jurisdictions that have adopted a conflict of interest ordinance are set by the ordinance and enforced by the jurisdiction (ex: school district, county, city, township, village, ambulance district, etc.).

PFD forms may be obtained from your local election authority or by visiting the Missouri Ethics Commission website at www.mec.mo.gov. PFDs filed by mail **MUST** be postmarked no later than midnight of the day prior to the report deadline to be considered timely filed. Reports hand-delivered on the deadline must be received by 5:00 p.m. to be considered timely. Section 105.487(4), RSMo.

***Close of filing for jurisdictions authorized to elect directors in November, such as 911 & Emergency Services directors