



# City of Carthage, Missouri

## CITY COUNCIL

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March 24, 2026 - 6:30 PM  
CITY HALL COUNCIL CHAMBERS

### AGENDA

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance to Flag**
4. **Calling of the Roll**
5. **Reading and Consideration of Minutes of Previous Meeting**
  1. Approval of March 10, 2026 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**
  1. The City of Carthage will hold a public hearing on March 24, 2026 at 6:30 pm during the City Council Meeting to consider and annexation request of a 24.23 acre parcel located on East Fir Road.

**15. Old Business**

1. C.B. 26-13 -- An Ordinance annexing certain adjacent territory which consists of a 24.23 acre parcel on East Fir Road, into the City of Carthage, Jasper County, Missouri as requested by Carthage R9 School District.
2. C.B. 26-14 --An Ordinance accepting the re-plat of Blackberry Briar Subdivision located East of Prospect Avenue between 13<sup>th</sup> Street and Budlong Street, in the City of Carthage Missouri, as requested by Wright Family Homes/Chris Wright.
3. C.B. 26-15 -- An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Zanevan Engineering, LLC for engineering services on the 3<sup>rd</sup> Street Bridge Replacement Project (BRO-R117002), in the City of Carthage, Missouri.

**16. New Business**

1. C.B. 26-19 -- An Ordinance authorizing the Mayor to enter into an Agreement with Carthage Youth Softball League for non-exclusive use of the softball fields at the Fair Acres Sports Complex during the summer of 2026, in the City of Carthage, Missouri.
2. C.B. 26-20 -- An Ordinance authorizing the Mayor to enter into an Agreement with Fair Acres YMCA for non-exclusive use of the fields at the Fair Acres Sports Complex for the YMCA's Spring Sports Program, in the City of Carthage, Missouri.
3. C.B. 26-21 -- An Ordinance to establish places of posting of the notices of public meetings

**17. Mayor's Appointments**

**18. Resolutions**

1. Resolution 2118 -- A Resolution authorizing the Mayor to accept the Missouri Department of Public Safety Local Violent Crime Prevention Grant for the Carthage Police Department
2. Resolution 2119 -- A Resolution providing for the formal acceptance of a donation to the City of Carthage Municipal Golf Course by the City Council of the City of Carthage, Missouri, pursuant to City Policy

**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

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MARCH 10, 2026 – 6:30 PM  
CITY HALL COUNCIL CHAMBERS

### MINUTES

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. Assistant Police Chief Jeff Pinnell led the Pledge of Allegiance.

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

The following Department Heads were present: Police Chief Chad Dininger, Fire Chief Jason Martin, Public Works Director Josiah Bayless, and Parks and Recreation Director Richard Bonine.

Mr. Topete made a motion, seconded by Mr. Snow, to approve the minutes of the February 24, 2026 regular Council meeting minutes. Motion carried.

During Public Comments, Regina Wells, 2026 S Maple, expressed her concerns with Lime scooters and the liabilities they might cause for the City of Carthage and its residents.

Julie Reams, Carthage Chamber of Commerce, announced the Maple Leaf Festival the Four-States Finest sponsored through KOAM. This is the sixth award for the festival. She thanked the City for their continued support thought the event and for those who volunteer to help. She also thanked the community for continually attending the festival and making it the best.

Jeff Meredith, CEDC, thanked the Swearingin family and its trustees for the donation of a land easement to be used for the construction of and ambulance barn. He also reported that two easements will be filed at the Recorder's office this week. He spoke about daycare facilities within the community. One has expanded and another nonprofit has been approved and is currently devising their business plan. He reported the CEDC housing committee continues to focus on the need for housing. He also spoke briefly about the impact Lime scooters have on the city.

Mr. Snow reported that the Budget Ways and Means Committee met March 9<sup>th</sup> at 5:30. They discussed the budget goals and the overall priorities for the year. Ms. Cox discussed COLA, step, and merit increases for employees. She stated the bridges were added to the budget for Fiscal Year 2026 – 2027. They also discussed a budget adjustment for park lighting installation. IT Director Michael Keith discussed a new

cellular provider for the city and recommended an agreement with Verizon. Ms. Cox discussed the current tax revenues. She also noted the Kellogg Lake board approached the City about the purchase of banners for the new bridge on the east side of town. The cost would be \$2,500.00 and Ms. Cox stated this could be funded through the Central Municipal Activities so there would be no need for a budget adjustment. The next meeting is scheduled for April 13<sup>th</sup> at 5:30 pm.

Mr. Peterson reported that the Committee on Insurance, Audit and Claims met on this day and approved the claims. He reported the discussion of three new ordinances which would add or amend parts of the City Code. Ms. Cox reported she has been training City Clerk Miranda Deal in financials and budgeting. Ms. Cox said funds had been allocated for her to attend GFOA training, but she would like to use those funds to send Ms. Deal to GFOA training in Kansas City. She also reported working is being done on the budget and progress is being made on agency contracts. The next meeting is scheduled for March 24<sup>th</sup> at 5:30 pm.

Mr. Snow reported that the Public Safety Committee is between meetings. The next meeting is scheduled for March 16<sup>th</sup> at 5:30 pm.

Ms. Schramm reported that the Public Services Committee is between meetings. The next meeting is being moved and is scheduled for March 23<sup>rd</sup> at 5:30 pm.

Mr. Peterson reported that the Public Works Committee met March 3<sup>rd</sup> at 5:30. He reported Dumpster Days was discussed, as was the possibility to change parking on Main St. and Maple St. between Centennial & Fairlawn, during Marian Days. Public Works Director Josiah Bayless gave an update on the budget for FYE 2026. He also presented the 5-Year Capital Budget. The next meeting is scheduled for April 7<sup>th</sup> at 5:30 pm.

Special Committee and Board Liaison reports were given by Mr. Perkins for CWEP; Mr. Wells for the Code Enforcement Committee; Mr. Snow for the Humane Society; and Mr. Peterson for Planning, Zoning, & Historic Preservation.

Mayor Flanigan reported he met with the Library Board and there are three board member seats that will turn over soon. There are several people who have expressed interest in serving on the board. He said he and Mr. Snow met with the McCune-Brooks Hospital Board. He reported that the Zoning Board of Adjustment met to make an adjustment within plats in the city. Planning & Zoning has been working on the Historic Guidelines. He reported the Tree Board has been working, and new trees have been planted along Grand and portions of Centennial. Lastly, he reported on the bridge meeting with county and state officials to discuss the state of the bridges. He said the video of the presentation can be found on YouTube.

During Remarks from Council Members, Mr. Peterson thanked Ms. Cox, Mayor Flanigan, and everyone at City hall who helped facilitate the bridge tour meeting. Mr. Perkins suggested Mr. Bonine try to renegotiate the cost of the fireworks for the City's

4<sup>th</sup> of July celebration since tariffs have been eliminated. Mr. Thorn announced the Library Board meeting was cancelled due to lack of quorum. He stated he has received a few calls about the bridges and about Lime scooters. Mr. Snow explained the Planning Zoning & Historic Preservation board is not trying to create new guidelines, they are updating existing guidelines. They are not creating new historic districts; they are updating the guidelines within those districts. He said Carthage has had designated historic districts since the 1980s. Ms. Schramm reported she attended the bridge meeting and commended Mr. Peterson on his knowledge of the bridges. Mr. Wells stated he has made some inquiries about Lime scooters. He asked for both pros and cons from those responding. He stated most people are against the scooters.

Parks and Recreation Director Richard Bonine reported that he and staff are busy working on budgets and contracts. He said he recently attended a Parks & Rec conference where he met several good vendors. He stated he will try to renegotiate the fireworks contracts at Mr. Perkins's urging.

Public Works Director Josiah Bayless thanked Julie Reams for meeting him and officials who were unable to attend the bridge meeting last week. They were able to go today and tour with those officials. He also reported that asphalt is back and Blevins Asphalt will be around town paving roads within the next few weeks. He said Old Route 66 by Kellogg Lake has already received new pavement and new Route 66 stencils will be used to paint logos on the new pavement. He mentioned the Airport Rd sidewalk project is underway. He has heard several comments about curbs in the middle of the roadway and explained those a requirement of the conditions of the TAP project, as the project is funded with a state-issued grant. These curbs appear when a crosswalk is in the middle of a roadway instead of at an intersection. The curbs are designed as places for pedestrians to stand safely as they wait for an opportunity to cross. He said the Center Street and Macon Street box culverts are a priority now that paving has begun and work will begin on those within the next few days. He reported a meeting was held about the downtown sidewalk extension project, which is slated to begin after the Maple Leaf Festival.

Fire Chief Jason Martin commented on the weather the past few weeks and said that he will keep the schools, Public Safety chair, and City administration about danger zones during threatening weather.

City Administrator Traci Cox reported that sales tax revenue for the month of March is \$283,031.02, 2% higher than the previous fiscal year. Year-To-Date sales tax in the General Fund \$2,349,469.00, down just half a percent from the same time last year. Use tax is \$125, 980.78, which is down 1.5% from the same month last year. Year-to-Date, the City is at \$1,083,511.00. \$124,966.00 ahead of the same period last year. She also thanked Congressman Burlison's field reps who were here for the bridge meeting and tour.

The Committee on Claims filed a report in the amount of \$1,716,912.74, against the following funds: General Revenue \$123,015.39, Public Health \$ 587.39, Lodging \$6,924.54, Public Safety \$11,511.11, Parks/Stormwater \$57,594.75, Fire Protection \$351.25, Golf \$17,002.41, Capital Improvements \$233,981.68, Parks and Recreation \$355.07, Myers Park \$200,063.86, Library \$25,000.00, and Payroll \$1,040,525.29. Mr. Peterson made a motion, seconded by Mr. Wells, to accept the report and allow the claims. Motion carried with a 7:1 vote, Mr. Perkins voting no.

Under Old Business, C.B. 26-09 -- An Ordinance authorizing the Mayor to enter into a contract with Pyro Spectaculars, Inc. for the July 4, 2026, firework display in the amount of \$25,000.00, in the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Derek Peterson, Juan Topete, Ray West, Jack Perkins, David Thorn, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 26-09.

C.B. 26-10 -- An Ordinance authorizing the Mayor to enter into a contract with the Fair Acres Family Y, Inc. for Management of the Aquatic Facilities for the 2026 season in the amount of \$100,000.00, in the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Derek Peterson, Juan Topete, Ray West, Jack Perkins, David Thorn, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 26-10.

C.B. 26-11 -- An Ordinance of the City of Carthage, Missouri, authorizing the Mayor to enter into a Facilities Study and Environmental Documentation Agreement with Southwestern Power Administration was placed on second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Derek Peterson, Juan Topete, Ray West, Jack Perkins, David Thorn, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 26-11.

Under New Business, C.B. 26-12 -- An Ordinance annexing certain adjacent territory known as Lot 13 in Breckenwood 3rd Addition, into the City of Carthage, Jasper County, Missouri as requested by Stephen Carlton was placed on first reading with no action taken.

C.B. 26-13 -- An Ordinance annexing certain adjacent territory which consists of a 24.23-acre parcel on East Fir Road, into the City of Carthage, Jasper County, Missouri as requested by Carthage R9 School District was placed on first reading with no action taken.

C.B. 26-14 --An Ordinance accepting the re-plat of Blackberry Briar Subdivision located East of Prospect Avenue between 13th Street and Budlong Street, in the City of Carthage Missouri, as requested by Wright Family Homes/Chris Wright was placed on first reading with no action taken.

C.B. 26-15 -- An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Zanevan Engineering, LLC for engineering services on the 3rd Street Bridge Replacement Project (BRO-R117002), in the City of Carthage, Missouri was placed on first reading with no action taken.

Under Resolutions, Mr. Snow made a motion, seconded by Ms. Schramm, to approve Resolution 2114 -- A Resolution providing for the formal acceptance of a donation to the City of Carthage's Fire Department by the City Council of the City of Carthage, Missouri pursuant to City policy. Resolution 2114 was adopted after a roll call vote of 8 yeas and 0 nays. Ayes: Derek Peterson, Juan Topete, Ray West, Jack Perkins, David Thorn, Alan Snow, Jana Schramm, and Ron Wells.

Mr. Snow made a motion, seconded by Mr. Peterson, to approve Resolution 2115 -- A Resolution approving the recommendation of the McCune-Brooks Regional Hospital Trust for the distribution of funds in the amount of \$65,000.00 from the Restricted Trust Fund to the Jasper County Youth Fair. Resolution 2115 was adopted after a roll call vote of 8 yeas and 0 nays. Ayes: Derek Peterson, Juan Topete, Ray West, Jack Perkins, David Thorn, Alan Snow, Jana Schramm, and Ron Wells.

Mr. Snow made a motion, seconded by Mr. Peterson, to approve Resolution 2116 -- A Resolution of the City Council of the City of Carthage granting an administrative lot split for property located at 1005 James Street (Manley's Addition Lot 28) as requested by Mayra Morales Hernandez. Resolution 2116 was adopted after a roll call vote of 8 yeas and 0 nays. Ayes: Derek Peterson, Juan Topete, Ray West, Jack Perkins, David Thorn, Alan Snow, Jana Schramm, and Ron Wells.

Mr. Snow made a motion, seconded by Mr. Peterson, to approve Resolution 2117 -- A Resolution authorizing a budget adjustment to the General Revenue Fund for Fiscal Year 2025-2026 for a line-item adjustment to Capital Outlay for the installation of park playground lights. Resolution 2117 was adopted after a roll call vote of 8 yeas and 0 nays. Ayes: Derek Peterson, Juan Topete, Ray West, Jack Perkins, David Thorn, Alan Snow, Jana Schramm, and Ron Wells.

During closing comments, Ms. Schramm told everyone to enjoy their Spring break next week. Mr. Wells mentioned that it is 12 days until Spring and commented on the incoming weather. Mr. Topete discussed Lime scooters and said he understands Mr. Wells' concerns. He told the Council and Parks Director that some of the issues he has heard with Lime are within the Council's control. They can control the areas where the scooters are used. Mayor Flanigan announced that Mr. Cifuentes has turned in his resignation and that the seat will not be filled due to the upcoming election next month. Mr. Perkins asked why we glorify instruments of death in public parks, pointing out the number cannons located in our parks and around town. He wonders why there is not just a monument. Mr. Thorn mentioned that it is Spring break. He also mentioned it is St. Patrick's Day and encouraged everyone to enjoy it. He mentioned the Storm Spotter

meeting on March 26<sup>th</sup> and signups are still open. He mentioned today is his grandson's 17<sup>th</sup> birthday. Mr. Snow mentioned the severe weather we are having right now does not concern him as much as the 20-degree weather that is coming next week.

Mr. Snow made a motion, seconded by Ms. Schramm, to close the meeting according to Section 610.021 (2), the agenda includes the possibility of a vote to close part of the meeting to discuss leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor, followed by a roll call vote of 8 yeas and 0 nays. Ayes: Derek Peterson, Juan Topete, Ray West, Jack Perkins, David Thorn, Alan Snow, Jana Schramm, and Ron Wells. Motion carried at 7:44 p.m.

#### CLOSED SESSION

Ms. Schramm made a motion, seconded by Mr. Snow, to return to the regular session of the Council Meeting at 8:21 p.m. followed by a roll call vote 8 yeas and 0 nays. Ayes: Derek Peterson, Juan Topete, Ray West, Jack Perkins, David Thorn, Alan Snow, Jana Schramm, and Ron Wells. Motion carried.

Mr. Topete made a motion, seconded by Mr. Snow, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 8:25 p.m.



# City of Carthage, Missouri

## **BUDGET WAYS & MEANS COMMITTEE**

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March 9, 2026 - 5:30 PM  
CITY HALL COUNCIL CHAMBERS

### **MINUTES**

#### **1. Call to Order**

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

**MEMBERS ABSENT:**

**OTHER COUNCIL MEMBERS:** Mayor David B. Flanigan

**STAFF PRESENT:** City Administrator Traci Cox, Deputy City Clerk Amy Taylor, IT Director Michael Keith

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

#### **2. Old Business**

1. Approve February 9, 2026 Minutes

**ACTION:** Motion to Approve February 9, 2026 Minutes by  
Ms. Schramm  
Motion passed with a 4:0

**AYES:** Alan Snow, Jana Schramm, Derek Peterson, David Thorn

**NOES:** None

**ABSTAIN:** None

#### **3. Citizens Participation**

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

#### **4. New Business**

1. Consider and Discuss Budget Goals -

Mr. Snow explained the budget goals detail why the City creates a budget and includes vision and mission statements for the City. He stated the budget includes overall priorities for this year. Ms. Cox discussed COLA, step, and merit increases for employees. She stated the bridges were added to the budget for Fiscal Year 2026 – 2027. Ms. Schramm asked about the re-evaluation of Cost Recovery Model and Ms. Cox explained that it is a model for the Parks Department. It is designed to look at the charges for Memorial Hall and if they're adequate. It looks into whether the fees for the use of Parks Department spaces are adequate. Ms. Cox stated there is also a 35% balance in the Unassigned Fund balance that is to be maintained as reserve.

**ACTION:** Motion to forward to Council by Derek Peterson  
Motion passed with a 4:0  
**AYES:** Alan Snow, Jana Schramm, Derek Peterson, David Thorn  
**NOES:** None  
**ABSTAIN:** None

2. Consider and Discuss Budget Adjustment for Park Lighting Installation – Ms. Cox explained that 19 lights were bought for City playgrounds, however money was not previously budgeted for installation. This budget adjustment would allow for installation of these lights. Mr. Peterson mentioned the McCune-Brooks Regional Hospital grant was used for the lights. Ms. Cox relayed that the grant was used for the purchase of the lights, but not the installation.

**ACTION:** Motion to forward Budget Adjustment for Park Lighting Installation to Council by David Thorn.  
Motion passed with a 4:0  
**AYES:** Alan Snow, Jana Schramm, Derek Peterson, David Thorn  
**NOES:** None  
**ABSTAIN:** None

3. Staff Reports -

Michael Keith stated the City underwent a security assessment in January of this year. He stated the City scored near the middle, and this is the first security assessment the City has ever had. He feels the City performed well as most of the changes are configuration changes, which will happen slowly to not create disruptions. He said the City server operating system is coming near the end of its service life. He said plans are being formed to address this issue. Mr. Keith also said the firewall service at the Police Department is due to be renewed soon. Lastly, he discussed cellular plan bids received and the differences between the carriers. He said he researched which plans gave the best discounts and service credits and he feels changing the City cellular service to Verizon is the best deal for the City overall. Ms. Schramm made a motion to forward to Council the Mayor entering into an agreement with Verizon for City cellular services. All ayes. Motion carried.

Ms. Cox reported that the sales tax revenue for the month of March is \$283,031.02, 2% higher than the previous fiscal year. Year-To-Date sales tax in the General Fund \$2,349,469.00, down just half a percent from the same time last year. Use tax is at \$125,980.78, which is down 1.5% from the same month last year. Year-to-Date, the City is at \$1,083,511.00. \$124,966.00 ahead of the same time frame last year. Kellogg Lake Board has approached the City about purchasing five Route 66 banners for the new bridge on the east side of the city. The cost of the banners would be \$2,500.00. She stated these could be funded through the Central Municipal Activities so there would be no need for a budget adjustment. Ms. Cox also reported work is being done on the budget and discussions are being held about agency contracts.

**5. Adjournment**

<b>ACTION:</b>	Motion to Adjourn by Derek Peterson at 6:12 PM
	Motion passed with a 4:0
<b>AYES:</b>	Alan Snow, Jana Schramm, Derek Peterson, David Thron
<b>NOES:</b>	None
<b>ABSTAIN:</b>	None



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

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MARCH 10, 2026 - 5:30 PM  
CITY HALL COUNCIL CHAMBERS

**MINUTES**

**1. Call to Order**

**MEMBERS PRESENT:** Derek Peterson, Ron Wells, Ray West

**MEMBERS ABSENT:** Beth Kang

**OTHER COUNCIL MEMBERS:** Mayor David B. Flanigan, and Jana Schramm

**STAFF PRESENT:** City Administrator Traci Cox, Deputy City Clerk Amy Taylor, IT Administrator Michael Keith, and Fire Chief Jason Martin

Chair Derek Peterson called the meeting to order at 05:29 PM.

**2. Old Business**

1. Approval of February 9, 2026 Minutes

**ACTION:** Motion to accept/approve item 2.1. by Ron Wells;  
Motion passed with a 3:0

**AYES:** Derek Peterson, Ron Wells, Ray West

2. Review & Approval of the Claims Report

**ACTION:** Motion to accept/approve item 2.2. by Ray West;  
Motion passed with a 3:0

**AYES:** Derek Peterson, Ron Wells, Ray West

**3. Citizens Participation**

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

**4. New Business**

1. Consider and discuss an Ordinance to establish places of posting of the notices of public meetings.  
Mr. Peterson stated this addition to Chapter 2 of the Code of the City of Carthage details where meeting agendas must be posted, including printed and online versions. Ms. Cox suggested the inclusion of CivicClerk be removed as the City may not always use that platform, and include notices be posted through a publicly accessible internet-based record keeping software. Mr. Peterson said he would make notation to change that wording in subsection B. Mr. Wells made a motion to forward to Council the addition of Article II, Division 1 with the edit to

subsection B, to Chapter 2 of the Code of the City of Carthage. All ayes. Motion carried.

**ACTION:** Motion to forward the addition of Article II, Division 1 with the edit to subsection B, to Chapter 2 of the Code of the City of Carthage by Mr. Wells;

Motion passed with a 3:0

**AYES:** Derek Peterson, Ron Wells, Ray West

2. Consider and discuss an Ordinance to amend Chapter 2 of the Code of the City of Carthage to add Article III Division 6, Sect 2-178. General functions, in the City of Carthage, Missouri adding functions of the city clerk the requirements to post all agendas.

Mr. Peterson said the added language in subsection e adds two deputies or appointees who may also post meeting agendas in the event the city clerk is unable to do so. The question was raised as to who would appoint the two additional deputies. Ms. Cox asked for clarification of what is considered "intervening circumstances." Ms. Cox suggested it be added that agendas may only be posted if all requirements for calling a meeting have been followed and the meeting has been appropriately called.

**ACTION:** Motion to forward to Council the amendment of Article III, Division 6, Sect 2-178 with the additional wording suggested by Ms. Cox be added to subsection e, made by Mr. Wells.

Motion passed with a 3:0

**AYES:** Derek Peterson, Ron Wells, Ray West

3. Consider and discuss an Ordinance to amend Chapter 2 of the Code of the City of Carthage to add Article III: Statement of Charges, in the City of Carthage, Missouri.

Mr. Peterson explained this amendment adds that if the Council is dissatisfied with the City Administrator's (CA) performance, the employment of the CA shall be terminated with a two-third vote of the entirety of the Council. Mayor Flanigan pointed out that this amendment will in no way affect the current CA, as her employment is contractual, but it will affect all future CAs. Mr. Peterson agreed this does not affect Ms. Cox.

**ACTION:** Motion to table the amendment of Chapter 2 of the Code of the City of Carthage, adding Article III, made by Mr. Wells. Motion passed with a 3:0

**AYES:** Derek Peterson, Ron Wells, Ray West

4. Staff Reports

Ms. Cox said she has been training City Clerk Deal to do budgeting and financials. Ms. Cox stated she has in the budget to go Government Finance Officers Association training and would like to forgo that training to use those funds to send Ms. Deal to GFO Training class in Kansas City. This class will enable Ms. Deal to work toward becoming a Certified Municipal Finance Officer. Mr. Peterson made a motion to allow said funds to be used to send Ms. Deal to

GFO Training in Kansas City. All ayes. Motion carried. Ms. Cox also reported work is being done on the budget and progress is being made on agency contracts.

**5. Adjournment**

**ACTION:** Motion to adjourn at 6:03 pm by Ron Wells;  
Motion passed with a 3:0

**AYES:** Derek Peterson, Ron Wells, Ray West



City of Carthage, Missouri  
**PUBLIC SAFETY COMMITTEE**

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March 19, 2026 - 5:30 PM  
CITY HALL COUNCIL CHAMBERS

**AGENDA**

**1. Call to Order**

**2. Old Business**

1. Approval of 2-23-26 Minutes

**3. Citizen Participation**

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

1. Consider and discuss Clean-up Day, April 18th - Vision Carthage, Sally Stuart
2. Consider and discuss Dumpster Day, May 3rd - Vision Carthage, Sally Stuart
3. Consider and discuss The Evening Soiree, June 27th - Vision Carthage, Sally Stuart

**4. New Business**

1. Consider and discuss Food Truck Friday dates, road closures and alcohol sales — Melissa Little  
**Dates:** April 10th, May 8th, June 12th, July 10th, August 14th and September 11th.  
**Road closures:** on 7th Street from Garrison to Main, and Lyon Street from 7th to Chestnut.  
**Times:** 7:00AM to 10:00PM.
2. Consider and discuss Cruise for a Cause event to be held on the 4th Saturday of each month, located on the square. The event is being held by Chris Goodwin and Brian Judd. They are requesting to back into parking spots, no road closures are needed.  
**Dates:** March 28th, April 25th, May 30th, June 27th, July 25th, Aug 29th, Sept 26th and Oct 31st  
**Location:** South side of the square (Cassandra at the Gaderian has given permission if they need to park in front of the building)  
**Times:** Set up 4:00PM - 10:00PM, the events themselves will be held from 5:00PM to 9:00PM
3. Consider and discuss acceptance of sealed bid quotes for roof repairs — Chief Martin
4. Consider and discuss obtaining permission to submit a grant application to the McCune Brooks Trust for funds to be spent on upgrading the Zoll Auto Pulse CPR machines — Chief Martin

5. Consider and discuss the use of donation money to purchase rifles. — Chief Dininger
6. Consider and discuss the use of donation money to purchase workout equipment. — Chief Dininger
7. Consider and discuss approval to purchase routers for police vehicles with the Violent Crime Prevention grant. — Chief Dininger
8. Staff Reports
  - Fire Department
  - Police Department

## **5. Adjournment**

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



City of Carthage, Missouri  
**PUBLIC SERVICES COMMITTEE**

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March 23, 2026 - 5:30 PM  
CITY HALL COUNCIL CHAMBERS

**AGENDA**

**1. Call to Order**

**2. Old Business**

1. Approval of February 17, 2026 minutes.

**3. Citizen Participation**

(Citizens wishing to address the Council or Committee should notify the City in advance and provide the item they want to address in written format at least 24 hours before the meeting. Please call Angie Judd at the Parks & Recreation office at 417-237-7035, or email [a.judd@carthagemo.gov](mailto:a.judd@carthagemo.gov).)

**4. New Business**

1. Consider and discuss Great American's Day in Central Park.
2. Consider and discuss Vision Carthage Cleanup Day.
3. Consider and discuss Community Dumpster Day.
4. Consider and discuss Vision Carthage Evening Soiree.
5. Consider and discuss Youth Softball contract.
6. Consider and discuss YMCA soccer contract.
7. Consider and discuss donation to Carthage Municipal Golf Course.
8. Consider and discuss Boots Court Visitor's Center contract.

**5. Staff Reports**

1. Golf.
2. Memorial Hall.
3. Parks.
4. Civil War Museum.
5. Tourism.

**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**

An Ordinance annexing certain adjacent territory which consists of a 24.23 acre parcel on East Fir Road, into the City of Carthage, Jasper County, Missouri as requested by Carthage R9 School District

**WHEREAS**, a verified petition signed by all the owners of the real estate hereinafter described requesting annexation of said territory into the City of Carthage, Missouri, was filed with the Clerk; and

**WHEREAS**, said real estate as hereinafter described is adjacent and contiguous to the present corporate limits of the City of Carthage; and

**WHEREAS**, the Planning & Zoning Commission held a public hearing on March 2, 2026 and made a recommendation to the City Council to accept the zoning classification as requested as “A” (First Dwelling); and

**WHEREAS**, a public hearing concerning the said matter was held at City Hall Carthage, Missouri, at 6:30 p.m. on March 24, 2026; and

**WHEREAS**, notice of said public hearing was given by publication of notice thereof; and

**WHEREAS**, at said public hearing all interested persons, corporations, or political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation and zoning classification; and

**WHEREAS**, no written objections to the proposed annexation were filed with the Council of the City of Carthage within fourteen days after the public hearing; and

**WHEREAS**, the Council of the City of Carthage does find and determine that said annexation is reasonable and necessary to the proper development of the City; and

**WHEREAS**, the City is able to furnish normal municipal services to said area within a reasonable time after annexation.

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

**SECTION I:** Pursuant to the provisions of Section 71.012 RSMo., the following described real estate is hereby annexed and zoned respectively into the City of Carthage, Missouri, to wit:

*Commencing at the Northwest Corner of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section 15, Township 28, Range 31, Jasper County, Missouri, Thence South 89 Degrees, 46 Minutes, 03 Seconds East along the North line of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of said Section 1314.99 feet, Thence South 01 Degrees, 31 Minutes, 34 Seconds West 25.00 feet to the South Right-of-way line of East Airport Drive and the Point of Beginning, Thence North 89 Degrees, 17 Minutes, 30 Seconds East along the South line of East Airport Drive 402.80 feet, Thence South 01*

*Degrees, 31 Minutes, 34 Seconds West 321.05 feet, Thence South 89 Degrees, 17 Minutes, 30 Seconds West 12.51 feet, Thence South 01 Degrees, 31 Minutes, 34 Seconds West 978.57 feet, Thence North 89 Degrees, 17 Minutes, 30 Seconds East 50.00 feet, Thence South 02 Degrees, 25 Minutes, 36 Minutes, West 1271.24 feet to the North Right-of-way line of Fir Road, Thence North 89 Degrees, 56 Minutes, 33 Seconds West along the North Right-of-way line of Fir Road 419.96 feet, Thence North 01 Degrees, 31 Minutes, 34 Seconds East 2564.32 feet to the Point of Beginning, being subject to all easements, rights-of-ways, and reservations, Containing 24.23 acres more or less.*

**SECTION II:** The boundaries of the City of Carthage, Missouri are hereby altered so as to encompass the above described tract of land lying adjacent and contiguous to present corporate limits.

**SECTION III:** The City Council accepts the recommendation to the zoning classification as requested as “A” (First Dwelling).

**SECTION IV:** The City Clerk of the City of Carthage, is hereby ordered to cause three certified copies of the Ordinance to be filed with the Jasper County Clerk.

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

**PASSED AND APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 2026.**

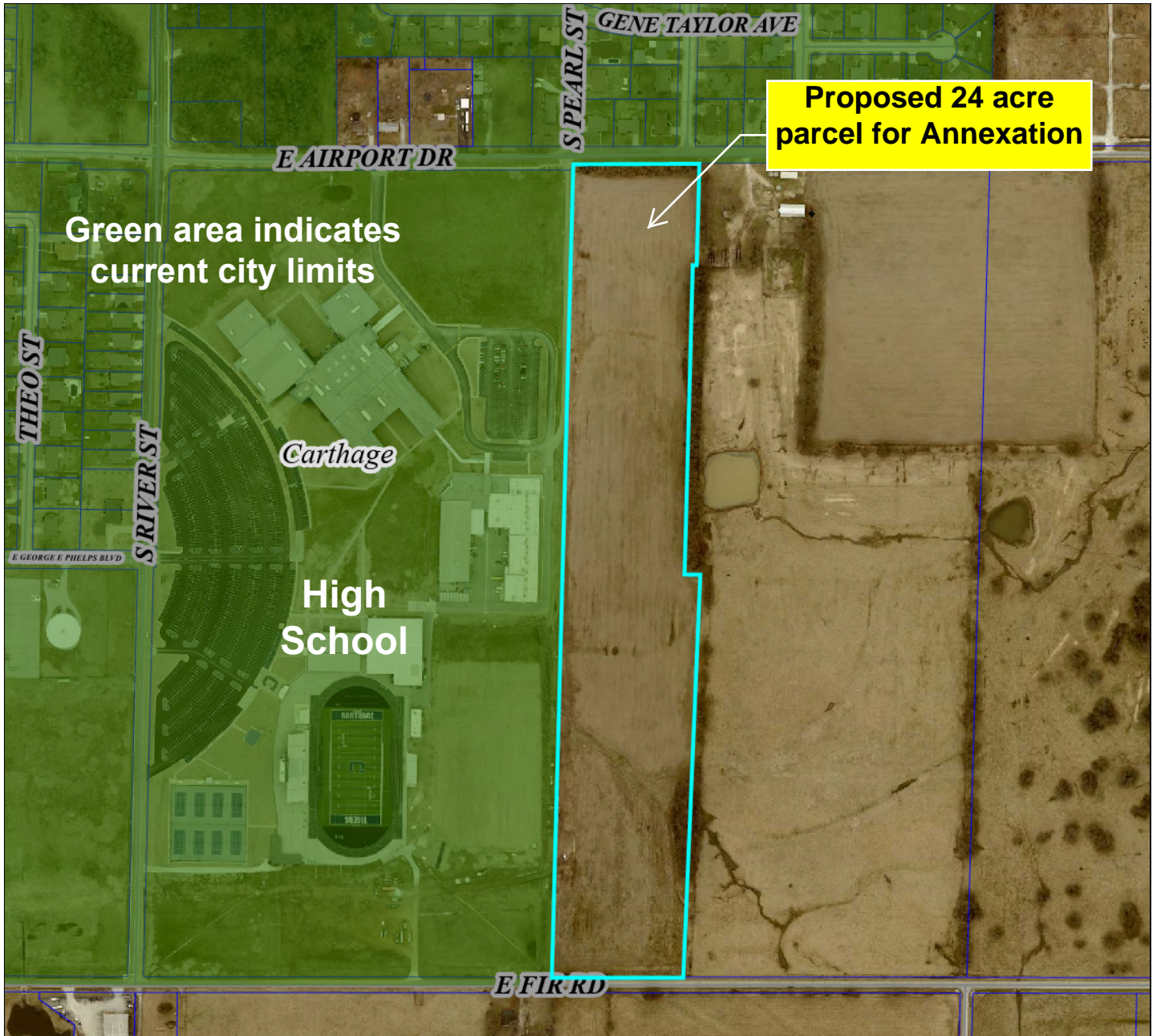
\_\_\_\_\_  
**David B. Flanigan, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Miranda Deal, City Clerk**

Sponsored by: Planning, Zoning & Historic Preservation Committee

# Current City Limit Map R9 Annexation



Date created: 2/3/2026  
Last Data Uploaded: 2/3/2026 1:52:19 AM

Developed by  SCHNEIDER  
GEOSPATIAL

# ANNEXATION REQUEST APPLICATION

(Complete and return to Public Works Department. Write 'n/a' if not applicable to the request)



Date: 02/03/2026 Filing Fee: \$100

Property Owner's Name: Carthage R-9 School District Telephone: (417) 359-7015  
Mailing Address: 709 W. Centennial Ave City: Carthage State: M) Zip: 64836  
Email: goodnighth@carthagetigers.org

Applicant: Dan Hill for Carthage R-9 School District Telephone: (417) 359-7015  
(If not owner)  
Mailing Address: 1333 E. Fairview Ave City: Carthage State: MO Zip: 64836  
Email: danhill@carthagetigers.org

Location of Property: East Fir Rd., Carthage

Legal Description: see attached

(Attach to application if needed)

Total Acres: 24.23 Total Lots: 1

Present Use of Property: Farm

Proposed Use of Property: Education

If residential, estimated number of dwelling units:

Land Use and Zoning abutting or adjacent to site:

		Zoning:
North	first dwelling	A
South	out of city limits	NA
East	out of city limits	NA
West	first dwelling	A

Owner's Signature

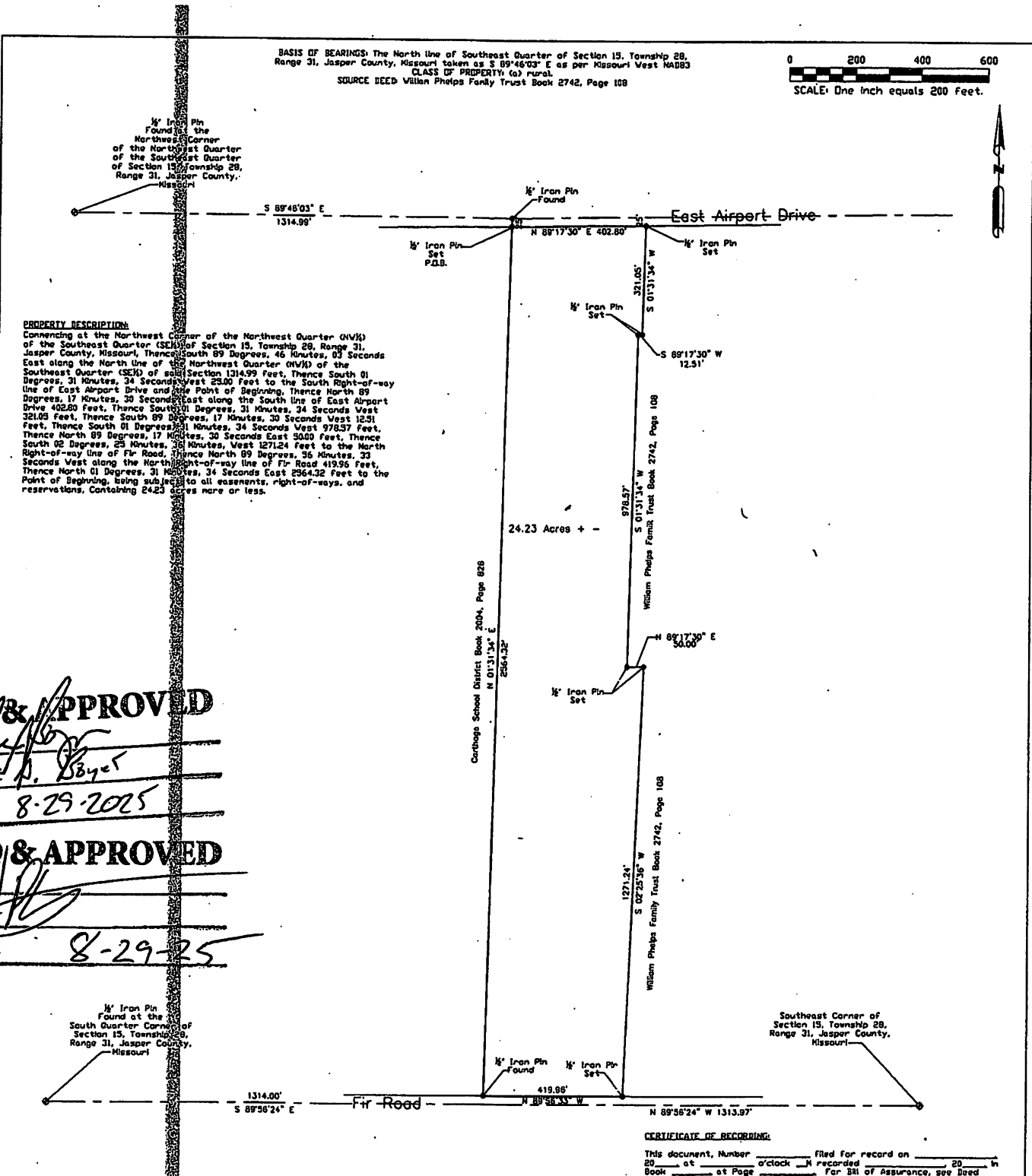
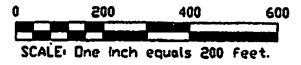
Applicant's Signature

Office Use Only: Date Received: Filing Fee: Yes

Date for City Staff Review: Date Application is Complete:

Planning & Zoning Commission Meeting Date: Ruling:

BASIS OF BEARINGS: The North line of Southeast Quarter of Section 15, Township 28, Range 31, Jasper County, Missouri taken as S 89°46'03" E as per Missouri West NAD83 CLASS OF PROPERTY (a) rural. SOURCE DEED William Phelps Family Trust Book 2742, Page 108



**PROPERTY DESCRIPTION:**

Commencing at the Northwest Corner of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section 15, Township 28, Range 31, Jasper County, Missouri, Thence South 89 Degrees, 46 Minutes, 03 Seconds East along the North line of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of said Section 1314.99 feet, Thence South 01 Degree, 31 Minutes, 34 Seconds West 23.00 feet to the South Right-of-way line of East Airport Drive and the Point of Beginning, Thence North 89 Degrees, 17 Minutes, 30 Seconds East along the South line of East Airport Drive 402.80 feet, Thence South 01 Degree, 31 Minutes, 34 Seconds West 321.05 feet, Thence South 89 Degrees, 17 Minutes, 30 Seconds West 12.31 feet, Thence South 01 Degree, 31 Minutes, 34 Seconds West 978.57 feet, Thence North 89 Degrees, 17 Minutes, 30 Seconds East 50.00 feet, Thence South 02 Degree, 25 Minutes, 36 Seconds West 1271.24 feet to the North Right-of-way line of Fir Road, Thence North 89 Degrees, 56 Minutes, 24 Seconds West along the North Right-of-way line of Fir Road 419.86 feet, Thence North 01 Degree, 31 Minutes, 34 Seconds East 256.432 feet to the Point of Beginning, being subject to all easements, right-of-ways, and reservations, Containing 24.23 acres more or less.

**READ & APPROVED**

*Lucas P. Byers*

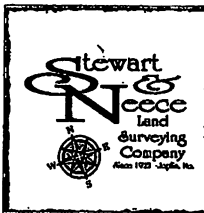
Dated 8-29-2015

**READ & APPROVED**

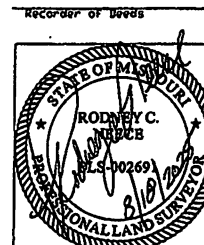
*[Signature]*

Dated 8-29-25

**SURVEYOR'S CERTIFICATE:**  
 I, Rodney C. Neece a Registered Land Surveyor of Jasper County, Missouri, do hereby certify that the field notes and attached plat are true and accurate description of the work performed and measurements taken survey made in accordance with the Missouri Standards for Property Boundary Surveys of the Department of Agriculture, Division of Weights & Measures and Consumer Protection and is not a warranty of title either expressed or implied. This declaration is made to the original owner and/or purchaser of the survey as of the date indicated in the title block. It is not transferable to additional institutions or subsequent owners and may not be used in connection with a survey Affidavit or similar document, statement, or mechanism to obtain title insurance for any subsequent or future grantees. Furthermore, this survey is not valid without the original signature and embossed seal.  
*Rodney C. Neece*  
 Rodney C. Neece, M.O.L.S. 000269



**CERTIFICATE OF RECORDING:**  
 This document, Number \_\_\_\_\_ filed for record on \_\_\_\_\_  
 20 \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M recorded \_\_\_\_\_  
 Book \_\_\_\_\_ at Page \_\_\_\_\_ Far Bill of Assurance, see Deed  
 Record Book \_\_\_\_\_ Page \_\_\_\_\_



STEWART AND NEECE LAND SURVEYING, INC. 1801 East 15th Street, Joplin, Missouri 64801 Phone 417-624-0311 Fax 417-624-0365		
SURVEY FOR <b>Lora Phelps</b>		
DRAWN Allgood	DATE 8-18-25	ADDRESS East Airport Dr Carthage, Mo.
APPROVED MB	\$77/R 15-28-31	
SCALE: 1"=200'	FILE NAME: 192831LP	CERT OF AUTHORITY LSC-2004000198

**COUNCIL BILL NO. 26-14**

**ORDINANCE NO. \_\_\_\_\_**

An Ordinance accepting the re-plat of Blackberry Briar Subdivision located East of Prospect Avenue between 13<sup>th</sup> Street and Budlong Street, in the City of Carthage Missouri, as requested by Wright Family Homes/Chris Wright

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

**SECTION I:** The re-plat of Blackberry Briar Subdivision located East of Prospect Avenue between 13<sup>th</sup> Street and Budlong Street, in the City of Carthage, which is attached hereto and incorporated herein, as recommended by the Planning, Zoning and Historic Preservation Commission of the City of Carthage, is hereby accepted by the Council of the City of Carthage.

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

**PASSED AND APPROVED THIS \_\_\_ DAY OF \_\_, 2026.**

\_\_\_\_\_  
**David B. Flanigan, Mayor**

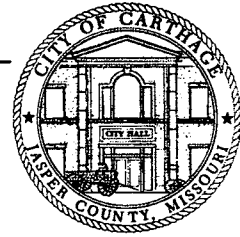
**ATTEST:**

\_\_\_\_\_  
**Miranda Deal, City Clerk**

**Sponsored by: Planning, Zoning and Historic Preservation**

# PRE-DEVELOPMENT APPLICATION

(Complete and return to Public Works Department. Write 'n/a' if not applicable to the project)



Date: 02/16/2026 Filing Fee: \$200

Preliminary Plat  
 Re-Plat

Final Plat  
(fee may be waived)

Property Owner's Name: Wright Family Homes/Chris Wright Telephone: (417) 455-6405  
Mailing Address: 11351 Amelia Ln City: Joplin State: MO Zip: 64801  
Email: \_\_\_\_\_

Applicant: \_\_\_\_\_ Telephone: \_\_\_\_\_  
(If not owner)  
Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Email: \_\_\_\_\_

Location of Property: East of Prospect Ave. Between 13th St. and Budlong St.

Present Use of Property: Undeveloped  
Proposed Use of Property: Single Family Residential

Name of Subdivision: Blackberry Briar Subdivision  
Total Acres: 7.5 +/- Total Lots: 33

Design Professional who Prepared the Plat: MJ Surveying  
Telephone: (417) 623-2525 Email: cherie@mjsurveyingllc.com

Engineer's Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Email: \_\_\_\_\_

Surveyor's Name: Eric Miller Telephone: (417) 623-2525  
Mailing Address: 2224 S. Main City: Joplin State: MO Zip: 64804  
Email: cherie@mjsurveyingllc.com

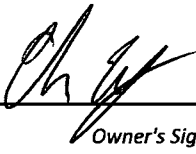
Zoning of Property: A-First Dwelling

Land Use and Zoning abutting or adjacent to site:

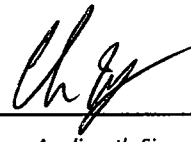
Zoning:

North Undeveloped  
South A-Single Family  
East A-Single Family  
West A-Single Family

A  
A  
A  
A



*Owner's Signature*

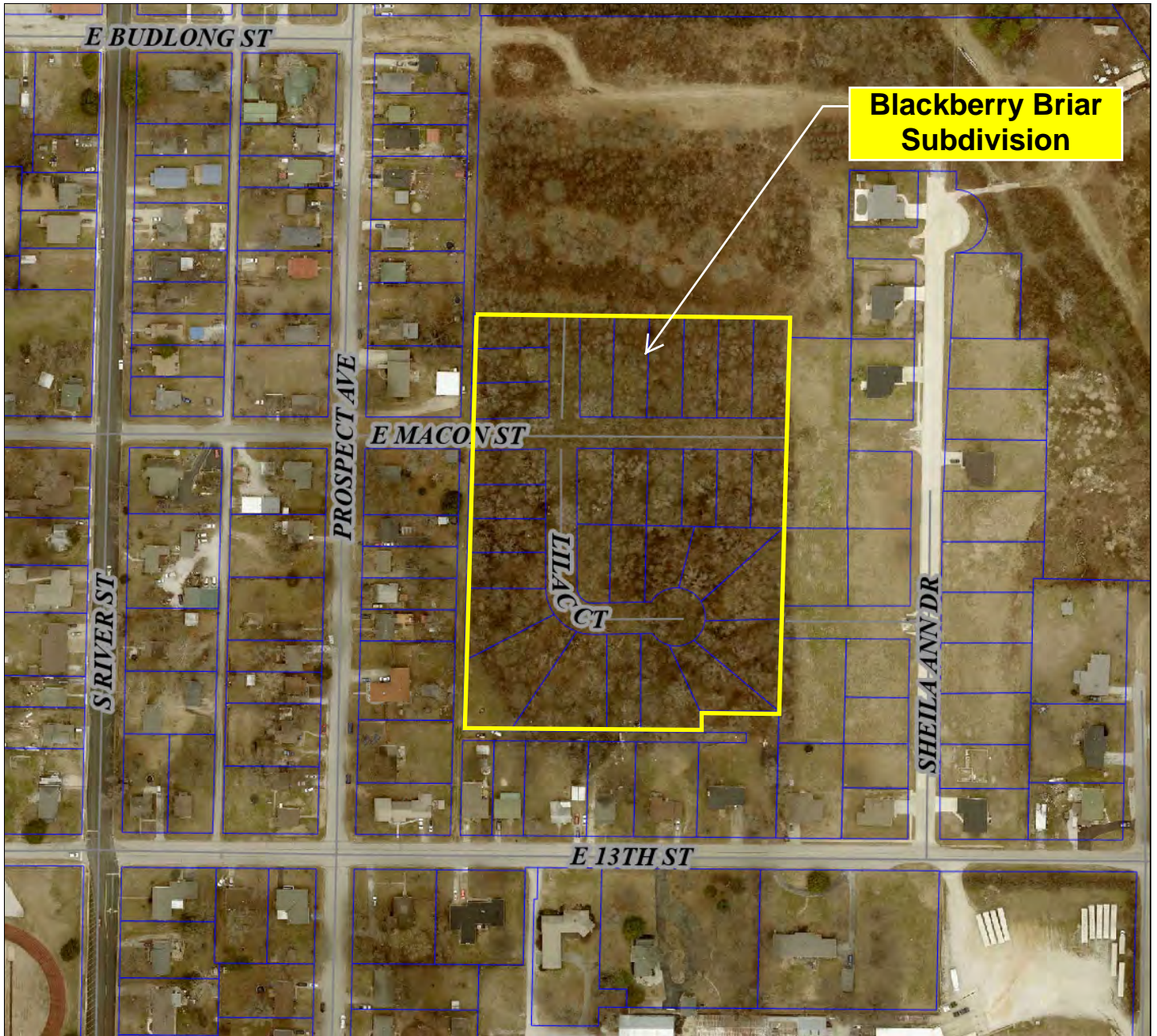


*Applicant's Signature*

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**Office Use Only:**      Date Received: \_\_\_\_\_      Filing Fee: \_\_\_\_\_  
Date for City Staff Review: \_\_\_\_\_      Date Application is Complete: \_\_\_\_\_  
Planning & Zoning Commission Meeting Date: \_\_\_\_\_      Ruling: \_\_\_\_\_

# Blackberry Briar Subdivision Replat East of Prospect Between 13th and Budlong



Date created: 2/18/2026  
Last Data Uploaded: 2/18/2026 1:12:53 AM

Developed by  SCHNEIDER  
GEOSPATIAL



# Planning, Zoning & Historic Preservation

## Staff Report

The Property owner, Wright Family Homes / Chris Wright has submitted a Pre-Development Application to propose a Re- Plat of the Blackberry Briar Subdivision. The location of the property is East of Prospect Ave. between 13<sup>th</sup> St. and E Budlong St.

### Adjacent Land Use/Zoning

This property is Zoned A, First Dwelling. This is consistent with the property to the East along Prospect Ave. and to the West along Shiela Ann Dr.

### Staff Recommendation

This Re-Plat would take out a cul-de-sac on Lilac Ct. This change would allow Lilac Ct. to connect through to Sheila Ann Dr. to make the proper utility connections. At this time Staff recommends the Commission approve the Re-Plat to ensure all infrastructure is properly laid out and functions as it should.

**COUNCIL BILL NO. 26-15**

**ORDINANCE NO. \_\_\_\_\_**

An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Zanevan Engineering, LLC for engineering services on the 3<sup>rd</sup> Street Bridge Replacement Project (BRO-R117002), in the City of Carthage, Missouri.

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

**SECTION I:** The agreement with Zanevan Engineering, LLC for Engineering services on the 3<sup>rd</sup> Street Bridge Replacement Project (BRO-R117002), attached hereto as Exhibit A, 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 \_\_\_\_\_, 2026.**

\_\_\_\_\_  
**David B. Flanigan, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Miranda Deal, City Clerk**

**Sponsored by: Public Works Committee**

**SPONSOR:** City of Carthage, Missouri  
**LOCATION:** Carthage, Missouri  
**PROJECT:** BRO-R117002 Bridge #0720003 on 3<sup>rd</sup> Street Over Tributary of Spring River

*THIS CONTRACT* is between City of Carthage, Missouri, hereinafter referred to as the "Local Agency", and Zanevan Engineering, hereinafter referred to as the "Engineer".

*INASMUCH* as funds have been made available by the Federal Highway Administration through its Off-System Bridge Program, coordinated through the Missouri Department of Transportation, the Local Agency intends to construct a replacement bridge on 3<sup>rd</sup> Street Over Tributary of Spring River and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

#### **ARTICLE I – SCOPE OF SERVICES**

**C. CONSTRUCTION PHASE** - The Engineer will serve as the Local Agency's representative for administering the terms of the construction contract between Local Agency and their Contractor. Engineer will endeavor to protect the Local Agency against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Engineer's services will include more specifically as follows:

1. assist the Local Agency with a preconstruction conference to discuss project details with the Contractor;
2. make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces. The Engineer will accompany MoDOT and FHWA representatives on visits of the project site as requested;
3. check shop drawings and review schedules and drawings submitted by the Contractor;
4. reject work not conforming to the project documents;
5. prepare change orders for issuance by the Local Agency as necessary and assure that proper approvals are made prior to work being performed;
6. review wage rates, postings, equal employment opportunity and other related items called for in the contract documents;

7. inspect materials, review material certifications furnished by Contractor, sample concrete and other materials as required, and arrange for laboratory testing of samples by others on a subcontract basis. Independent assurance samples and tests will be performed by MoDOT personnel and such sampling and testing is excluded from the work to be performed by the Engineer under this contract;
8. maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor;
9. be present during critical construction operations, including but not limited to the following:
  - a. structure layout;
  - b. excavation and backfilling;
  - c. driving of piles;
  - d. checking of reinforcing steel prior to concrete placement;
  - e. concrete batching and pouring;
  - f. placement of girders; and
  - g. placement of surfacing materials; and
10. participate in final inspection, provide the Local Agency with project documentation (diaries, test results, certifications, etc.), and provide as-built plans for the Local Agency's records.

**ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
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**ARTICLE III-ADDITIONAL SERVICES**

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

**ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY**

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

## **ARTICLE V - PERIOD OF SERVICE**

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

## **ARTICLE VI – STANDARDS**

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

## **ARTICLE VII - COMPENSATION**

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$8,554.68, with a ceiling established for said inspection services in the amount of \$67,887.47, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
  - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
  - 2. An amount calculated at 17.85 % of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus

3. An amount calculated at 78.93% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
  4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
  5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

## ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission,

percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

**ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER**

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

<b>Sub-Consultant Name</b>	<b>Address</b>	<b>Services</b>
N/A	N/A	N/A

**ARTICLE X - PROFESSIONAL ENDORSEMENT**

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

**ARTICLE XI - RETENTION OF RECORDS**

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

**ARTICLE XII - OWNERSHIP OF DOCUMENTS**

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

**ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT**

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the

Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.

- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
  - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
  - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
  - 3. Any material contract breach by the Local Agency.

#### **ARTICLE XIV - DECISIONS UNDER THIS CONTRACT**

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

## **ARTICLE XV - SUCCESSORS AND ASSIGNS**

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

## **ARTICLE XVI - COMPLIANCE WITH LAWS**

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

## **ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

## **ARTICLE XVIII - NONDISCRIMINATION**

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, religion, sex, sexual orientation, gender identity, color, national origin, age, or disability in the selection and retention of subcontractors. The Engineer will comply with state and federal statutes and regulations related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of race, religion, sex, sexual orientation, gender identity, color, national origin, age, or disability. The Engineer shall provide all information and reports, and permit access to its records, as determined by the Department of Transportation to be necessary to ascertain compliance with this section. If the Engineer fails to comply with this section, the Local Agency may withhold payments under the Agreement or cancel, terminate, or suspend the Agreement.

## **ARTICLE XIX – LOBBY CERTIFICATION**

**CERTIFICATION ON LOBBYING:** Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

## **ARTICLE XX – INSURANCE**

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker’s compensation and employer’s liability insurance in full force and effect to protect the Engineer from claims under Worker’s Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer’s insurance coverage shall be for not less than the following limits of liability:
  - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  - 3. Worker’s Compensation in accordance with the statutory limits; and Employer’s Liability: \$1,000,000; and
  - 4. Professional (“Errors and Omissions”) Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer’s commercial general or professional liability (“Errors and Omissions”) policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

## **ARTICLE XXI - ATTACHMENTS**

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the County/City this \_\_ day of \_\_\_\_\_, 20\_\_.

**FOR: CITY OF CARTHAGE, MISSOURI**

**BY:** \_\_\_\_\_  
Mayor

**ATTEST:** \_\_\_\_\_  
City Clerk

**FOR: ZANEVAN ENGINEERING, LLC.**

**BY:** \_\_\_\_\_  
President

**ATTEST:** \_\_\_\_\_

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

\_\_\_\_\_  
City Clerk

**ATTACHMENT A**

**Scope of Services**

**See ARTICLE I – SCOPE OF SERVICES**



## ATTACHMENT C

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

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#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## ATTACHMENT D

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

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#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System. <https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Attachment E**  
**Disadvantage Business Enterprise Contract Provisions**

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

**Attachment F – Fig. 136.4.15  
Conflict of Interest Disclosure Form for LPA/Consultants**

**Fig. 136.4.1 Contract**

Revised 01/27/2016

Local Federal-aid Transportation Projects

**Firm Name (Consultant):** Zanevan Engineering, LLC

**Project Owner (LPA):** City of Carthage, Missouri

**Project Name:** BRO-R117002 Bridge #0720003 on 3<sup>rd</sup> Street Over Tributary of Spring River

**Project Number:** BRO-R117002

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest  
If no conflicts have been identified, complete and sign this form and submit to LPA

Real conflicts of interest or the potential for conflicts of interest  
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Consultant

Printed Name: Josiah Bayless

Printed Name: Jason Eckhart, PE

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNCIL BILL NO. 26-19**

**ORDINANCE NO. \_\_\_\_\_**

An Ordinance authorizing the Mayor to enter into an Agreement with Carthage Youth Softball League for non-exclusive use of the softball fields at the Fair Acres Sports Complex during the summer of 2026, in the City of Carthage, Missouri.

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

**SECTION I:** The Mayor of the City of Carthage is hereby authorized to enter into an Agreement with Carthage Youth Softball League for non-exclusive use of the softball fields at the Fair Acres Sports Complex during the summer of 2026 as outlined in the agreement, 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 \_\_\_\_\_, 2026.**

\_\_\_\_\_  
**David B. Flanigan, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Miranda Deal, City Clerk**

**Sponsored by: Public Services Committee**

## AGREEMENT

This AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Carthage, Jasper County, Missouri, and the Carthage Youth Softball a Missouri not-for-profit corporation, hereinafter referred to as "Youth Softball".

WITNESSETH:

### RECITALS

Whereas, the City of Carthage has responsibility for the maintenance of the Parks within the City of Carthage, and

Whereas, a portion of the Fair Acres Sports Complex was developed for youth softball and softball purposes and,

Whereas, Youth Softball offers a softball program with the principles of directing its team members toward the maximum development of their talents and abilities and,

Whereas, the Youth Softball program strives to instill in young softball players an understanding and appreciation of such concepts as high self-esteem, personal accountability, constructive self-motivation, goal setting, and goal achievement as these ideas relate to their success in training and in competition, and

Whereas, Youth Softball and the City of Carthage desire to make provision for the continuance of the quality softball programs that have existed, and

Whereas, in order for there to be an orderly relationship between the City of Carthage and Youth Softball, the parties hereto desire to formally express their goals and objectives.

### COVENANTS

NOW, THEREFORE, in consideration of the promises set forth herein it is agreed as follows:

That the City of Carthage hereby grants to Youth Softball a non-exclusive privilege to utilize the Softball Fields at the Complex at Fair Acres Sports for a Softball Program to run from \_\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_, which shall include up to five tournaments. The City retains the right to schedule the fields for any additional events taking into consideration the Youth Softball schedule.

Youth Softball shall provide the Parks Director with a schedule for its season. Youth Softball must receive written permission from the Parks Director for any tournaments or play outside of the normal summer program. There will be fees associated for field

space outside of the defined Youth Softball agreement timeframe.

Youth Softball agrees to provide a program that will enable all Youth in the general Carthage area to participate.

Youth Softball agrees to operate a responsible and appropriate Softball program. Youth Softball agrees to provide all equipment and complete management and supervision of the Softball program; and the City assumes no responsibility for expenses related to the management of the Softball program.

The City agrees to provide reasonable maintenance on the Softball Fields as may be necessary and the Youth Softball agrees to work in cooperation with the City in the maintenance of the Softball fields. The parties to this agreement further agree to cooperate in the maintenance of the general Softball field's area and to keep it free from all trash and debris.

Youth Softball shall be responsible for:

- Provide the City Youth Sport Liaison with a schedule for its season and obtain written permission for any tournaments or play outside the normal summer program.
- Ensure that the program allows all youth in the general Carthage area to participate.
- Operate a responsible and appropriate Softball program, including providing equipment and complete management and supervision.
- Assume responsibility for minor repairs such as light bulb replacement and daily use of the concession stand.
- Use of the fields at Fair Acres are allowed for practice or games only after the agreement is signed by both parties.
- Indemnify, protect, and hold the City of Carthage harmless from any liability, losses, claims, damages, and expenses resulting from Youth Softball's use of the softball fields or facilities.
- Provide the following
  - Annual documents
  - A list of all current Board of Directors members
  - Financial statements
  - Not-for-profit documentation
- Modify the agreement in writing and with mutual consent of both parties.
- All trash pickup in the immediate vicinity of the softball fields and adjacent parking lots.
- Clean the restrooms at the end of every evening when fields are utilized for practices and/or games and during operations as needed. Youth Softball will lock bathroom doors after games.
- Maintain the playing surface of the fields, including but not limited to providing and applying additional dirt as needed for infields and the pitcher mounds.

City shall be responsible for:

- Emptying of trash barrels and providing a dumpster.
- Unlock bathroom doors each morning. City will provide toilet paper and paper towels as needed in the off season.
- Major repairs related to plumbing, roofing, electrical, fencing, structural and lighting.
- Provide a secure storage area for equipment. The City of Carthage assumes no liability for loss or damage to equipment.
- Mowing of the fields.
- Pay all utility costs.

The City of Carthage agrees that Youth Softball shall have the right to place signs on fences at the ball fields, and shall be responsible for the installation and removal of signs on fences. All signs should be of the banner type, which provides for airflow to prevent damage to fences.

The City of Carthage hereby grants to Youth Softball a non-exclusive right to utilize the softball concession stand during their summer season and their tournaments as specified herein, subject to the right of the City to schedule events.

Insurance:

Youth Softball remains financially responsible for any liability or property damage cause by the activities of the rental. Youth Softball shall procure and maintain at all times relevant hereto, a certificate of insurance showing Commercial General Liability (CGL) coverage of two million dollars (\$2,000,000) with the City of Carthage named as co-insured, covering all of Youth Softball's activities on the property. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Facility use activity.

CGL insurance shall cover liability arising from premises, operations, independent contractors, personal injury, including death, property damage and advertising injury, athletic participation, liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and liability arising from the indemnity provisions of this Agreement.

Youth Softball shall indemnify, protect and hold the City of Carthage harmless from any and all liability, losses, claims and damages whatsoever, and expenses including, without limitation, attorney fees and expenses resulting from all claims by or on behalf of any person, firm or corporation, arising out of or as a result of the use by Youth Softball of the said City fields or the use, operation or condition of the facilities or any part thereof, or any accident in connection with the operation, use or condition of the facilities or any part thereof resulting in damage to property or injury to or death of any person.

This agreement may be modified upon such terms and conditions as may be acceptable to the respective parties. All modifications shall be in writing and signed by both parties.

TERMS OF THE AGREEMENT

The terms of this agreement shall be from \_\_\_\_\_, 2026 until \_\_\_\_\_, 2026. This agreement shall be reviewed each year, evaluated and presented to the Public Services Committee of the Carthage City Council for consideration.

Any changes to this agreement must be provided in writing to the Parks Department. Written communication may be personally delivered or sent via United States Mail, properly addressed, with certified or registered postage prepaid. Notices shall be sent to the following addresses unless otherwise notified in writing: the Parks Director, 521 Robert Ellis Young Drive, Carthage, Missouri 64836, and the Carthage Youth Softball League.

Passed and approved by the Carthage Youth Softball League on the \_\_\_\_\_ Day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
President  
Carthage Youth Softball League

Passed and approved by the City of Carthage on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Bren Flanigan  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**COUNCIL BILL NO. 26-20**

**ORDINANCE NO. \_\_\_\_\_**

An Ordinance authorizing the Mayor to enter into an Agreement with Fair Acres YMCA for non-exclusive use of the fields at the Fair Acres Sports Complex for the YMCA’s Spring Sports Program, 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 Fair Acres YMCA for non-exclusive use of the fields at the Fair Acres Sports Complex for the YMCA’s Spring Sports Program as outlined in the agreement, 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 \_\_\_\_\_, 2026.**

\_\_\_\_\_  
**David B. Flanigan, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Miranda Deal, City Clerk**

**Sponsored by: Public Services Committee**

## AGREEMENT

This AGREEMENT is entered into this \_\_\_ day of \_\_\_, 2026, by and between the City of Carthage, Jasper County, Missouri, hereinafter referred to as "City," and the Fair Acres YMCA, hereinafter referred to as "YMCA."

WITNESSETH:

### RECITALS

Whereas, the City of Carthage has responsibility for the maintenance of the Parks within the City of Carthage; and

Whereas, a portion of the Fair Acres Sports Complex has been developed for recreational purposes; and

Whereas, the YMCA offers programs to promote physical activity and community engagement; and

Whereas, the YMCA strives to provide opportunities for youth to participate in organized sports programs fostering teamwork, discipline, and personal growth; and

Whereas, the City and the YMCA desire to collaborate to ensure the continued availability of quality recreational programs for the community.

### COVENANTS

NOW, THEREFORE, in consideration of the promises set forth herein, it is agreed as follows: The City hereby grants the YMCA a non-exclusive privilege to utilize the fields at the Fair Acres Sports Complex for the YMCA's Spring Sports Program. The term of this agreement shall begin on March 23, 2026, and conclude on May 1, 2026, subject to weather and rain-out rescheduling.

The YMCA shall provide the City's Recreation and Events Coordinator with a detailed schedule of practices and games prior to the start of the program. Any changes to the schedule must be communicated to and approved by the City in writing.

The YMCA agrees to operate a responsible and appropriate sports program and shall:

- o Provide all equipment necessary for practices and games.
- o Manage and supervise all activities related to the program.
- o Ensure that all participants and spectators comply with facility rules and regulations.

The City agrees to provide reasonable maintenance of the fields, The YMCA agrees to:

- o Pick up trash in the immediate vicinity of the fields after each practice and game.
- o Report any maintenance issues to the City promptly.

The YMCA shall not use the fields at Fair Acres for activities outside the agreed-upon time

frame without prior written consent from the City.

The City will provide restroom facilities and handle the regular maintenance and cleaning of these facilities Monday through Friday mornings. The YMCA will ensure that restrooms are kept clean during their activities outside of the City's cleaning schedule.

The YMCA agrees to provide a certificate of liability insurance, with a minimum coverage of \$2,000,000, naming the City as an additional insured, prior to the commencement of the program. The certificate shall cover all activities conducted by the YMCA on the City's property.

The YMCA shall indemnify, protect, and hold the City harmless from any and all liability, losses, claims, and damages, including attorney fees, arising from the use of the fields or any activities conducted by the YMCA under this agreement.

The City agrees to provide a secure storage area for equipment during the term of this agreement. The City assumes no liability for any loss or damage to the YMCA's equipment stored on-site.

This agreement may be modified upon mutual written consent of both parties. Any modifications shall be signed by authorized representatives of both the City and the YMCA.


#### TERM OF THE AGREEMENT

The term of this agreement shall commence on March 23, 2026, and terminate on May 1, 2026. This agreement shall be reviewed annually and evaluated for renewal based on mutual agreement.

Any changes to this agreement must be provided in writing to the Parks Department. Written communication may be personally delivered or sent via United States Mail, properly addressed, with certified or registered postage prepaid. Notices shall be sent to the following addresses unless otherwise notified in writing: the Parks Director, 521 Robert Ellis Young Drive, Carthage, Missouri 64836, and the Carthage YMCA.

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Passed and approved by the Fair Acres YMCA on the 20<sup>th</sup> Day of March, 2026.

  
\_\_\_\_\_  
Director, Fair Acres YMCA

Passed and approved by the City of Carthage on the \_\_\_\_\_ Day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

COUNCIL BILL NO. 26-21

ORDINANCE NO. \_\_\_\_\_

An Ordinance to establish places of posting of the notices of public meetings.

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

The following language shall be added to Chapter 2 of the Code of the City of Carthage to add Article II Division 1 as a newly numbered ordinance with the title "Posting of Notices."

- (a) Notice of all regular and special meetings of the city council shall be posted in a timely manner, as required by the laws of the State of Missouri.
- (b) Notices shall be posted to a publicly-accessible internet-based recordkeeping software that the city may choose. This posting requirement shall be waived in the event that it is impossible to make such posting due to technology outages.
- (c) Notices shall be posted in a publicly accessible area of city hall.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026**

\_\_\_\_\_  
**David Bren Flanigan, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Miranda Deal, City Clerk**

**RESOLUTION NO. 2118**

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE MISSOURI DEPARTMENT OF PUBLIC SAFETY LOCAL VIOLENT CRIME PREVENTATION GRANT FOR THE CARTHAGE POLICE DEPARTMENT**

**WHEREAS**, periodically, private individuals and agencies would like to make donations and grants to the City of Carthage for general or specific purposes; and

**WHEREAS**, the City has adopted a policy to formalize the conditions and procedures to be followed by the City in accepting said donations and grants, and to assist the City Council in evaluating the impact of proposed donations and grants on the resources of the City of Carthage; and

**WHEREAS**, This policy also establishes guidelines that ensure donations occur at arm's length from any City decision-making process, and provide criteria and process for the acceptance of donations; and

**WHEREAS**, The City Administrator's Office has prepared and submitted a report evaluating the impact of the proposed donations or grants on the resources of the City.

**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 of Carthage, Missouri accepts a Local Violent Crime Prevention Grant from the Missouri Department of Public Safety in the amount of \$24,820.00 which will be used to upgrade routers in police vehicles.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.**

\_\_\_\_\_  
**David B. Flanigan, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Miranda Deal, City Clerk**

**CITY ADMINISTRATOR’S OFFICE DONATION REPORT:**

The City Administrator shall prepare a report evaluating the impact of all proposed donations or grants on the resources of the City. This report must include both the immediate costs of placing said donation into service or program into action and the costs required to maintain or continue the program in future budget years. Such costs may include analysis of annual personnel, repair and maintenance and equipment expenditures and any future capital improvements required by the donation. The report must be submitted to Council at the same time acceptance of the donation or grant is to be considered. If additional operating costs are associated with the acceptance of the donation, the Council shall identify the source of revenues to defray the additional costs at the time of acceptance.

**There will be no adverse impact of acceptance of the grant. The Budget Ways & Means Committee will meet to determine a recommendation on the appropriation of these funds. It is recommended that the funds be placed in the General Revenue fund to be used to purchase the approved equipment out of the police department capital outlay.**



# Estimate

Estimate# 865-037168

## RCN Technologies

200 Jennings Ave.  
Knoxville, Tennessee, 37917  
865.293.0350

### Bill To

#### City of Carthage

Carthage Police Department  
310 W 4th St  
Carthage, MO, 64836  
United States

Estimate Date : 02/18/2026

Sales person : George Chartier

City of Carthage MO PD  
R980 Project NO

Project Name : ACCESSORIES Qty 34  
RCN + VZW NASPO  
AR3189

Terms : Net15

### Ship To

Carthage Police Department  
City of Carthage  
310 W 4th St  
Carthage, MO, 64836  
United States

#	Item & Description	Qty	Rate	Amount
1	1-yr NetCloud Mobile Router Essentials Plan, and R980 Router with WiFi (5G modem 4FF SIM slots, and embedded eSIM), no AC power supply or antennas, SKU : MB01-R980-5GD-A 1-yr NetCloud Mobile Router Essentials Plan, and R980 Router with WiFi (5G modem 4FF SIM slots, and embedded eSIM), no AC power supply or antennas,  Pricing Set In Accordance with NASPO Master Agreement AR3189 (Lead Agency State of Utah, state of Missouri PA AR3189)  MSRP: \$1050 NTE: \$787.50	34 Each	730.00	24,820.00
Items in Total 34			Sub Total	24,820.00
			<b>Total</b>	<b>\$24,820.00</b>

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date : \_\_\_\_\_

Notes:

Financing is available through RCN Technologies for qualified purchases. See below for details.

Terms & Conditions

- Estimate pricing will be honored for 30 days from the Estimate Date.
- Payment Due Net 15 from the ship date for all goods unless otherwise stated above.
- A Service fee of 3.5% of the subtotal payment will be added to all credit card transactions. Payment can be made via check or ACH with no fee.
- Orders containing Installation or other services may be billed separately.
- A signed estimate will result in an executed binding purchase order.
- Issuance of a Purchase Order (PO) constitutes acceptance of RCN Technologies' estimate terms, pricing, and scope—regardless of whether the PO explicitly references this estimate number.
- Certain products may be returned or exchanged upon approval within 30 days
- Customer may be responsible for a minimum of a 20% restocking fee
- All licenses, services, and shipping fees are non-refundable
- View our Limited Return Policy here: <http://rcntechnologies.com/returns/>
- In case of conflicting terms, the estimate terms shall prevail unless otherwise agreed in writing.

Authorized Signature \_\_\_\_\_  
Customer Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date : \_\_\_\_\_

**RESOLUTION NO. 2119**

**A RESOLUTION PROVIDING FOR THE FORMAL ACCEPTANCE OF A DONATION TO THE CITY OF CARTHAGE MUNICIPAL GOLF COURSE BY THE CITY COUNCIL OF THE CITY OF CARTHAGE, MISSOURI PURSUANT TO CITY POLICY.**

**WHEREAS**, periodically, private individuals and agencies would like to make donations and grants to the City of Carthage for general or specific purposes; and

**WHEREAS**, the City has adopted a policy to formalize the conditions and procedures to be followed by the City in accepting said donations and grants, and to assist the City Council in evaluating the impact of proposed donations and grants on the resources of the City of Carthage; and

**WHEREAS**, This policy also establishes guidelines that ensure donations occur at arm’s length from any City decision-making process, and provide criteria and process for the acceptance of donations; and

**WHEREAS**, The City Administrator has prepared and submitted a report evaluating the impact of the proposed donations or grants on the resources of the City.

**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 of Carthage, Missouri accepts a donation for the Carthage Municipal Golf Course for \$20,000.00 from the Ilah “Annie” Peck Revocable Trust, to be used for the maintenance, improvements, and operations at the golf course.

**PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_, 2026.**

\_\_\_\_\_  
**David B. Flanigan, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Miranda Deal, City Clerk**

## **CITY ADMINISTRATOR DONATION REPORT:**

The City Administrator shall prepare a report evaluating the impact of all proposed donations or grants on the resources of the City. This report must include both the immediate costs of placing said donation into service or program into action and the costs required to maintain or continue the program in future budget years. Such costs may include analysis of annual personnel, repair and maintenance and equipment expenditures and any future capital improvements required by the donation. The report must be submitted to Council at the same time acceptance of the donation or grant is to be considered. If additional operating costs are associated with the acceptance of the donation, the Council shall identify the source of revenues to defray the additional costs at the time of acceptance.

**There will be no adverse impact of acceptance of the cash contributions. The Budget Ways & Means Committee will meet to determine a recommendation on the appropriation of these funds. It is recommended that the funds be placed in the Golf fund budget pending Budget Ways & Means Committee recommendations for City Council action regarding appropriations of said funds.**