

**COUNCIL AGENDA
CITY OF CARTHAGE, MISSOURI
TUESDAY, MAY 26, 2020, 6:30 P.M.
BY VIDEO CONFERENCE**

In response to the Coronavirus pandemic and pursuant to the Declaration of Emergency within the City of Carthage, this meeting will be held by on-line video conference. If you would like to listen to the meeting, access information is provided below. For questions, contact City Clerk Traci Cox (417) 237-7000 or fill out this form.

If you would like to listen to the meeting please call by telephone #346-248-7799. You will have to enter the ID# 868 5589 0677 with a password 918641. This will allow you to listen to the meeting.

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
6. Presentations/Proclamations
7. Public Comments
(Citizens wishing to address the Council or Committee should notify the City in advance, and provide the item they wish to address in written format at least 24 hours prior to the meeting by filling out this form. Residents who do not have internet service may call the Clerk's office at 417-237-7000.)
8. Reports of Standing Committees
9. Reports from Special Committees and Board Liaisons
10. Report of the Mayor
11. Reports/Remarks of Councilmembers
(Each Councilmember is limited to no more than two (2) minutes. The time may be extended by the Chair if deemed necessary. Once a Councilmember has had their say on a particular issue they are not permitted to once again speak on the issue unless permitted by the Chair)
12. Administrative Reports
13. Report of Claims Presented Against the City
14. Public Hearings
15. Old Business
 1. **C.B. 20-24** – An Ordinance authorizing a special use permit for the operation of a carnival to be located at the Fair Acres Sports Complex (East George Phelps Blvd.) in conjunction with the 2020 Carthage Maple Leaf Parade in the City of Carthage, Jasper County, Missouri. (Planning & Zoning)
 2. **C.B. 20-25** – An Ordinance vacating portions of 5th Street, from Lincoln Street east approximately 432 feet toward Fulton Street and of Clinton Street, from 5th Street south, approximately 100 feet toward 6th Street, as further described below, in original town of Carthage, in the City of Carthage, Missouri. (Public Works)
16. New Business
17. Mayor's Appointments

MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
May 12, 2020

The Carthage City Council met in regular session on the above date at 6:30 P.M. via video conference with Mayor Dan Rife presiding.

The following Council Members answered roll call via video conference: Alan Snow, Kirby Newport, Ed Barlow, Juan Topete, James Harrison, Ray West, David Armstrong, Mike Daugherty, Ceri Otero, and Darren Collier. City Administrator Tom Short and City Attorney Nate Dally were present.

The following Department Heads were present via video conference: Police Chief Greg Dagnan, Fire Chief Roger Williams, Public Works Director Zeb Carney, Parks & Recreation Director Mark Peterson and City Clerk Traci Cox.

Mr. Daugherty made a motion, seconded by Mr. Collier, to approve the minutes of the May 1, 2020 Council Meeting. Motion carried unanimously.

No emails were received from citizens wishing to address the council.

Mr. Snow reported the Budget Ways & Means Committee met on May 11. A Resolution was reviewed and discussed to authorize the Mayor to sign a Letter of Engagement with KPM CPAs & Advisors for professional auditing services. It is being presented as Resolution 1902. Committee members reviewed an amended budget calendar. Mr. Snow made a motion, seconded by Mr. Collier, to approve the revised budget calendar. Motion carried.

Ms. Otero reported the Committee on Insurance/Audit and Claims met on this date via video conference and approved the claims.

Mr. Harrison reported the Public Safety Committee meeting is between meetings with the next meeting scheduled for May 18.

Mr. Topete reported the Public Services Committee is between meetings with the next meeting scheduled for May 19.

Mr. Daugherty reported that the Public Works Committee met on May 5. A right-of-way vacation for the Jasper County Jail project was reviewed and discussed. It is being presented on C.B. 20-25.

Special Committee and Board Liaison reports were given by Mr. Topete for the Carthage Kellogg Lake Board and Carthage Tree Board, Mr. Barlow for the Planning, Zoning & Historic Preservation, and Mr. Armstrong for the Civil War Museum.

Mayor Rife reported the briefings continued daily until this week and are now winding down.

City Attorney Nate Dally reported on C.B. 20-19 stating it would be wise to table indefinitely until we know what will transpire between Schreiber and the property owner.

Mr. Harrison left the meeting at 6:44 p.m.

Police Chief Greg Dagnan discussed the Tiger Train that will be held on May 14 to honor Carthage High School graduating seniors. For the event, they are requesting assistance from the Police Department with roads blocked at South River to George Phelps Blvd, South River to Airport Drive, and Airport Drive to Pearl. Mr. Collier made a motion to approve the road closures with the assistance of the Police Department. Mr. Snow seconded the motion. Motion carried.

Fire Chief Roger Williams reported his staff continue to monitor the COVID situation in our area.

Public Works Director Zeb Carney reported the recycling center has reopened with reduced hours and only accepting yard waste and tree limbs. Normal operations will continue to be phased in.

Parks & Recreation Director Mark Peterson commended the youth baseball and softball programs for their efforts in following the new procedures.

City Administrator Tom Short reported on the following: a meeting regarding economic development services, a TAC meeting scheduled for May 28, municipal court will resume on May 28 and a meeting has been scheduled to discuss operational procedures, lobbies will reopen on May 18, sales tax revenues, and financial reports.

The Committee on Claims filed a report in the amount of \$455,085.33 against the following funds: General Revenue \$62,721.41, Public Health \$128,680.69, Lodging \$8,500.00, Public Safety \$86.22, Parks/Stormwater \$35,382.88, Golf \$2,238.85, Library \$25,000.000, and Payroll \$192,475.28. Ms. Otero made a motion, seconded by Mr. Daugherty, to accept the report and allow the claims. Motion carried.

Under Old Business, C.B. 20-19 – An Ordinance to enter into a Memorandum of Understanding Agreement with Schreiber Foods Inc, for the completion of certain improvements to Hazel Street and cost share of a roundabout at Fir Road and Dr. Russell Smith Way in the City of Carthage, Missouri was placed on second reading. Mr. Armstrong made a motion, seconded by Mr. Daugherty, to table C.B. 20-19 indefinitely. Motion carried unanimously.

C.B. 20-21 – An Ordinance authorizing the Mayor to enter into a Lease Agreement with Jason and Pam Graff for continued use of the pavilion in Municipal Park as a skating rink for a one year lease term was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Daugherty, Newport, Otero,

Snow, Topete, and West. The council bill was approved and numbered Ordinance 20-20.

C.B. 20-22 – An Ordinance authorizing the Mayor to enter into a contract with the Fair Acres Family YMCA, Inc., for Aquatic Facility Management at Municipal Park was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Daugherty, Newport, Otero, Snow, Topete, and West. The council bill was approved and numbered Ordinance 20-21.

Under New Business, C.B. 20-24 – An Ordinance authorizing a special use permit for the operation of a carnival to be located at the Fair Acres Sports Complex (East George Phelps Blvd.) in conjunction with the 2020 Carthage Maple Leaf Parade in the City of Carthage, Jasper County, Missouri was placed on first reading with no action taken.

C.B. 20-25 – An Ordinance vacating portions of 5th Street, from Lincoln Street east approximately 432 feet toward Fulton Street and of Clinton Street, from 5th Street south, approximately 100 feet toward 6th Street, as further described below, in original town of Carthage, in the City of Carthage, Missouri was placed on first reading with no action taken.

Mr. Armstrong made a motion, seconded by Mr. Snow, to approve Resolution 1901 – A Resolution concerning annexation of property as requested by Jake Vaughn, Vaughn Property Inc., for property located at 3012 South Chapel Rd., Jasper County, Missouri, consisting of approximately 19.55 acres, for a single family residential subdivision passed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Daugherty, Newport, Otero, Snow, Topete, and West.

Mr. Snow made a motion, seconded by Mr. Collier, to approve Resolution 1902 – A Resolution authorizing the Mayor to sign a Letter of Engagement for professional auditing services with KPM CPAs & Advisors for Fiscal 2020 passed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Daugherty, Newport, Otero, Snow, Topete, and West.

Mr. Daugherty made a motion, seconded by Mr. Armstrong, to approve Resolution 1903 – A Resolution authorizing the Mayor to sign a United States Department of Energy Southwestern Power Administration amendatory agreement between United States of America and City of Carthage, Missouri. Chuck Bryant, CWEP General Manager, explained the contract, noting it renews every 5-10 years. Resolution 1903 passed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Daugherty, Newport, Otero, Snow, Topete, and West.

During closing remarks, Mr. Snow asked for an update on the RR proceedings which Mr. Dally reported they are working to schedule a meeting between the attorney and engineer to review costs to repair crossings. Mr. West and Mr. Snow remarked on the reopening of businesses. Mr. Collier thanked council and administration for their hard work during the pandemic.

Mr. Collier made a motion, seconded by Mr. Daugherty, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:20 PM.

Dan Rife, Mayor

Traci Cox, City Clerk

***PRESENTATIONS/
PROCLAMATIONS***

***PUBLIC
HEARINGS***

***OLD
BUSINESS***

AN ORDINANCE AUTHORIZING A SPECIAL USE PERMIT FOR THE OPERATION OF A CARNIVAL TO BE LOCATED AT THE FAIR ACRES SPORTS COMPLEX (EAST GEORGE PHELPS BLVD.) IN CONJUNCTION WITH THE 2020 CARTHAGE MAPLE LEAF PARADE IN THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI.

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

SECTION I: A public hearing was held by the Planning, Zoning and Historic Preservation Commission May 04, 2020. The Commission determined that a Special Use Permit will conform to the intent and purpose of the Code of Carthage, that neighboring property will not be unnecessarily injured and that substantial justice will be done.

SECTION II: The Commission has recommended, and the City Council does hereby grant and issue a Special Use Permit for the operation of a Carnival in conjunction with the Carthage Maple Leaf Parade from Wednesday October 14, 2020 through Saturday October 17, 2020, located on real estate described as:

**CAR MISC S1/2 SW EX RDS & EX COM SW COR SW SW N 58.78' E 30.01' N
324.18' E 15.01' TO POB E 400.19' S 337.97' W 307.93' N 45 DEG W 130.32' N
243.88' TO POB.**

**Commonly known as The Fair Acres Sports Complex, East George Phelps Blvd.,
City of Carthage, Jasper County, Missouri.**

SECTION III: Said Special Use Permit is granted in accordance with Chapter 25-251 (1) of the Code of the City of Carthage. Said Special Use Permit granted under this section shall automatically terminate at the conclusion of the 2020 Maple Leaf activities. Failure to purchase a merchants license or business license, for those businesses required to purchase such a license, shall also be prima facie evidence of cessation of the permitted use.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

Dan Rife, MAYOR

ATTEST:

Traci Cox, CITY CLERK

SPECIAL USE PERMIT PETITION

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



Date: 03/03/2020

Filing Fee: \$100.00

Type of Special Use: (be as specific as possible and cite Zoning Ordinance provision listing use as permitted special use)
Carnival for Annual Maple Leaf Festival

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

Modification of previously issued Special Use Permit: Yes No

Property Address: Fair Acres Parking Lot (West lot next to YMCA)

Location/Legal description:

CAR MISC S1/2 SW EX RDS & EX COM SW COR SW SW N 58.78' E 30.01' N 324.18' E 15.01' TO POB E 400.19' S 337.97' W 307.93' N 45 DEG W 130.32' N 243.88' TO POB

Total site area: Approximately 77,131 sq. ft.

Zoning District(s) and land area within each:

General Business/817 feet to the west is First Dwelling

Present Land Use(s):

Parking lot and baseball fields

Owner: Jasper County (leased to City of Carthage)

Address: 302 S MAIN ST Tele: 417-358-0416

City: CARTHAGE State: MO Zip Code: 64836

Email Address: _____ Fax: _____

Petitioner: Carthage Chamber of Commerce-Mark Elliff Relationship to Owner: None
(person to whom all correspondence will be sent)

Address: 402 S. Garrison Tele: 417-358-2373

City: Carthage State: MO Zip Code: 64836

Email Address: melliff@carthagechamber.com Fax: 417-358-7479

"America's Maple Leaf City"

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

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

See Attached Page

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

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

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

Signature: *[Handwritten Signature]* Date: *3/4/2020*

Return form to: Public Works Department

Office Use Only: Date Received: _____	Hearing date: _____	Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No
Permit Required: <input type="checkbox"/> Yes <input type="checkbox"/> No	Permit type: _____	<i>(if applicable)</i>

SPECIAL USE PERMIT PETITION

STATEMENT OF JUSTIFICATION

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

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

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

Considerations:

- Traffic conditions in the vicinity, including the effect of additional traffic on streets and street intersections, and sight lines at street intersection and curb cuts.
 - Provision of services and utilities, including sewer, water, electrical, garbage collection, and fire protection.
 - Soil erosion and sedimentation.
 - Protection of public, community, or private water supplies, including possible adverse effects on surface waters or groundwater
2. The proposed development will comply with all regulations and standards generally applicable within the zoning district and specifically applicable to the particular type of special use or class of special uses.
 3. The proposed development will not substantially injure the value of adjoining property, or is a public necessity.

Considerations:

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

Considerations:

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

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

Considerations:

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

Signature: _____



Date: _____

3/4/2020

Other Information Comments

We are asking to use this location to allow a carnival operation for the 2020 Maple Leaf Festival. Hours of operation will be as follows:

Wed 10/14/2020	5-10 p.m.
Thurs 10/15/2020	5-10 p.m.
Fri 10/16/2020	5-10 p.m.
Sat 10/17/2020	12 noon-10 p.m.

The setup is approximately 200'x300' for rides, games, and concessions and 150'x75' for support vehicles. Again, we are working with the YMCA and Arvest Bank to use their area for the parking of the support vehicles. Tentatively, the company would arrive on Sunday, October 11, 2020; we are requesting that they undergo inspections from Public Safety and Public Works on Monday, setup Monday and Tuesday, operate Wednesday through Saturday, and breakdown/cleanup Sunday morning. Customers can purchase all-access armbands or pay-as-you-go tickets. They provide their own electricity and trash cans, as well as purchase a City business license and obtain all necessary health permits and safety inspections. Their company sets a curfew for all their employees. Their generator is the only equipment that requires ground stakes, and it creates only two small holes according to the carnival owner. This would be placed off site of the paved parking lot. They also provide fencing around all their rides and do their own cleanup. The Chamber would provide water access. Trash service, and portable toilets will also be made available. Pride Amusements, LLC is the same company that has provided the Carnival since 2016 and we have not had any ill effects. Comments received are very favorable.

Statement of justification

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

Considerations: Inspections will be done by the Public Safety and Public Works Departments prior to the opening of the carnival for the safety of the participants. Additionally, the carnival company will provide fencing around all their rides.

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

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

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

Considerations: This is a temporary operation and will not have a lasting impact on the proposed site. The carnival company is required to clean up any trash that may result from an event.

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

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

Considerations: We believe that this is an appropriate location to have a carnival as this is an area that hosts softball, baseball and soccer games. During this time, the majority of these events will not be occurring.

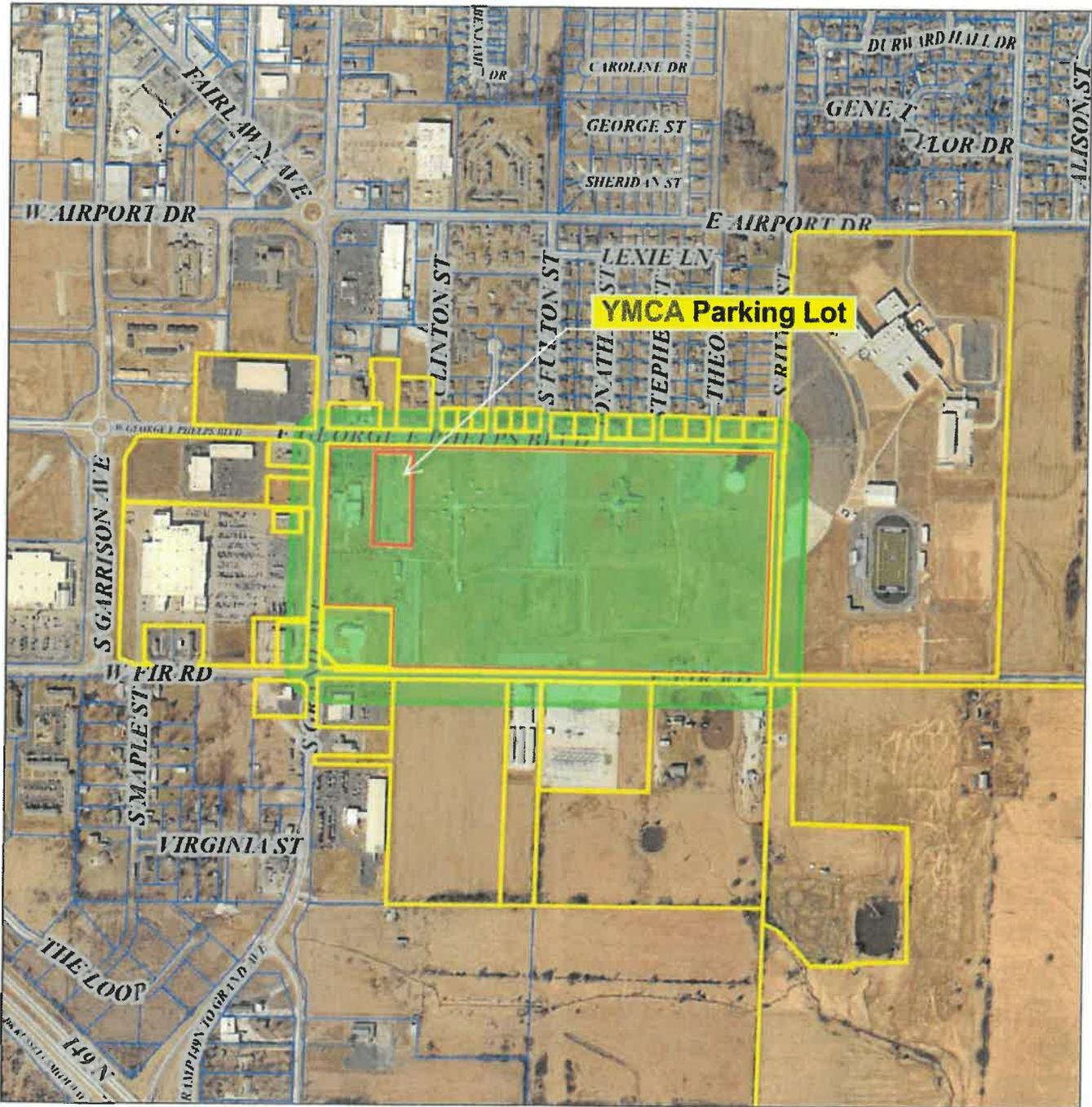
- The relationship of the proposed use and the character of development to surrounding uses and development, including possible conflicts between them and how these conflicts will be resolved.

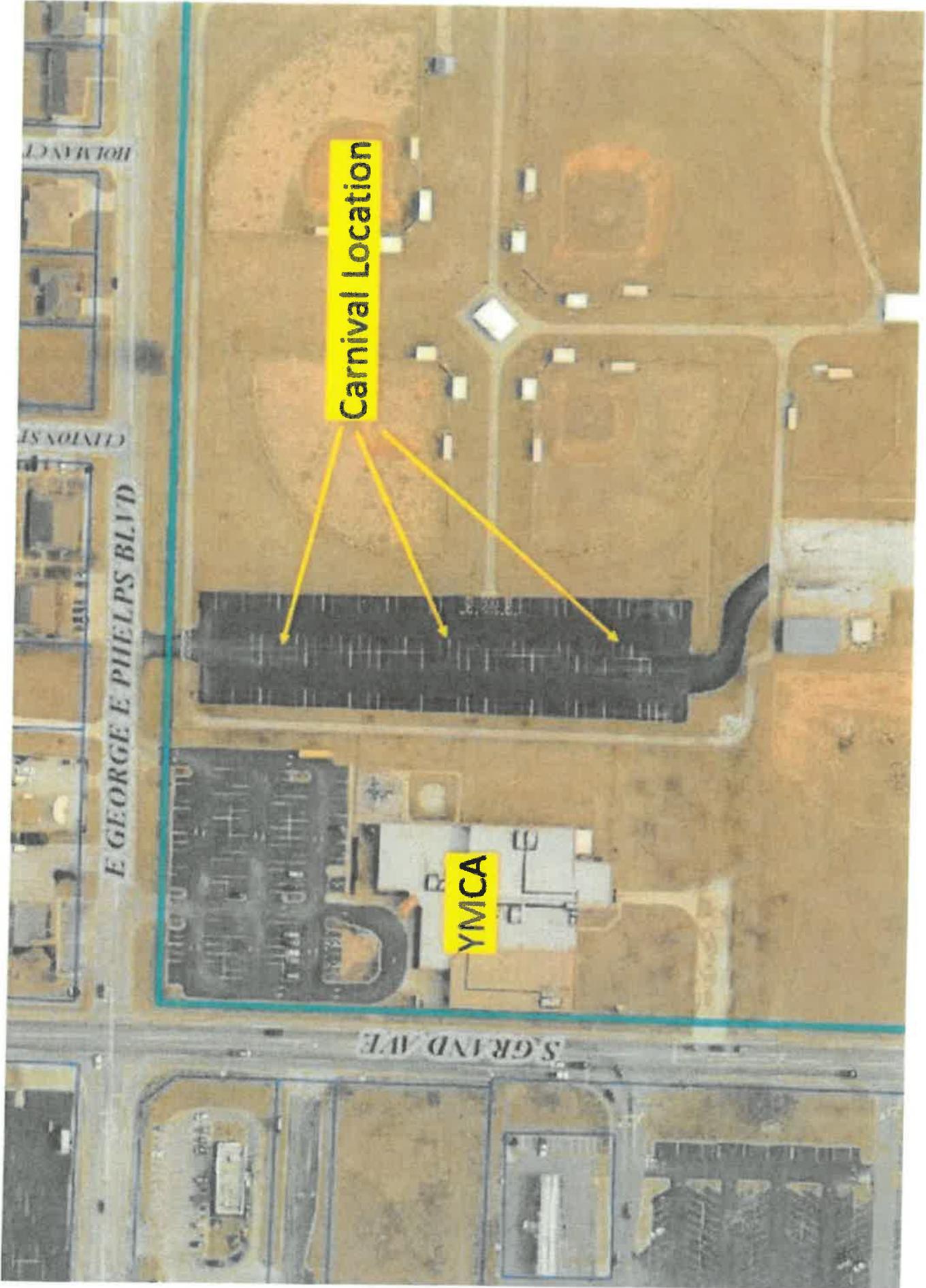
5. The proposed development will be consistent with the City's Comprehensive Plan.

Considerations: This event will provide community goodwill as well as attracting additional sales tax dollars into Carthage.

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

185' Property Ownership Map / YMCA Parking Lot





COUNCIL BILL NO. 20-25

ORDINANCE NO. _____

AN ORDINANCE VACATING PORTIONS OF 5TH STREET, FROM LINCOLN STREET EAST APPROXIMATELY 432 FEET TOWARD FULTON STREET AND OF CLINTON STREET, FROM 5TH STREET SOUTH, APPROXIMATELY 100 FEET TOWARD 6TH STREET, AS FURTHER DESCRIBED BELOW, IN ORIGINAL TOWN OF CARTHAGE, IN THE CITY OF CARTHAGE, MISSOURI.

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

SECTION I: That portions of 5th Street, from Lincoln Street east approximately 432 feet toward Fulton Street and of Clinton Street, from 5th Street south, approximately 100 feet toward 6th Street, as more fully described below in Original Town of Carthage, in the City of Carthage, Missouri, are hereby vacated. The City is to retain a utility easement on and through the vacated streets in the same dimensions and size as the current streets.

BEGINNING AT THE SOUTHWEST CORNER OF LOT 127, THENCE SOUTH 88°27'34" EAST ALONG THE EXISTING NORTH RIGHT-OF-WAY LINE ON EAST 5TH STREET, 431.33 FEET, THENCE SOUTH 01°32'26"37 EAST, 38.00 FEET, TO THE NORTHEAST CORNER OF LOT 130, THENCE NORTH 88°41'22" WEST, ALONG THE NORTH LINE OF SAID LOT 130, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE ON EAST 5TH STREET, 195.00 FEET, TO THE NORTHWEST CORNER OF SAID LOT 130, ALSO BEING THE NORTHEAST CORNER OF CLINTON STREET RIGHT-OF-WAY AT EAST 5TH STREET, THENCE SOUTH 01°26'28" WEST ALONG THE WEST LINE OF SAID LOT 130, ALSO BEING THE EAST LINE OF CLINTON STREET RIGHT-OF-WAY, 100.52 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 130, THENCE NORTH 88°36'53" WEST, 36.63 FEET, TO THE SOUTHEAST CORNER OF LOT 129, THENCE NORTH 01°35'33" EAST, 100.62 FEET, ALONG THE EAST LINE OF SAID LOT 129, ALSO BEING THE WEST RIGHT-OF-WAY LINE FOR CLINTON STREET, TO THE NORTHEAST CORNER OF SAID LOT 129, THENCE NORTH 88°27'34" WEST, 200.00 FEET, ALONG THE NORTH LINE OF SAID LOT 129, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF EAST 5TH STREET, THENCE NORTH 01°35'39" EAST, 38.00 FEET TO THE POINT OF BEGINNING.

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

PASSED AND APPROVED THIS __ DAY OF _____, 2020.

Dan Rife, Mayor

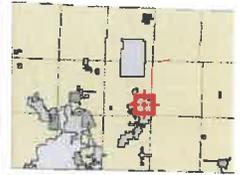
ATTEST:

Traci Cox, City Clerk

FIGURE A - RIGHT-OF-WAY VACATION FIGURE



Overview



Legend

-  Parcels
-  Local Roads

Date created: 2/27/2020
Last Data Uploaded: 2/26/2020 6:01:53 PM

Developed by  Schneider
GEOSPATIAL

FIGURE B – LEGAL DESCRIPTION

A PORTION OF EXISTING RIGHTS-OF-WAY FOR EAST 5TH STREET AND CLINTON STREET, AS SHOWN IN ORIGINAL TOWN OF CARTHAGE, IN CARTHAGE, JASPER COUNTY, MISSOURI, NOW DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 127, THENCE SOUTH 88°27'34" EAST ALONG THE EXISTING NORTH RIGHT-OF-WAY LINE ON EAST 5TH STREET, 431.33 FEET, THENCE SOUTH 01°32'26"37 EAST, 38.00 FEET, TO THE NORTHEAST CORNER OF LOT 130, THENCE NORTH 88°41'22" WEST, ALONG THE NORTH LINE OF SAID LOT 130, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE ON EAST 5TH STREET, 195.00 FEET, TO THE NORTHWEST CORNER OF SAID LOT 130, ALSO BEING THE NORTHEAST CORNER OF CLINTON STREET RIGHT-OF-WAY AT EAST 5TH STREET, THENCE SOUTH 01°26'28" WEST ALONG THE WEST LINE OF SAID LOT 130, ALSO BEING THE EAST LINE OF CLINTON STREET RIGHT-OF-WAY, 100.52 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 130, THENCE NORTH 88°36'53" WEST, 36.63 FEET, TO THE SOUTHEAST CORNER OF LOT 129, THENCE NORTH 01°35'33" EAST, 100.62 FEET, ALONG THE EAST LINE OF SAID LOT 129, ALSO BEING THE WEST RIGHT-OF-WAY LINE FOR CLINTON STREET, TO THE NORTHEAST CORNER OF SAID LOT 129, THENCE NORTH 88°27'34" WEST, 200.00 FEET, ALONG THE NORTH LINE OF SAID LOT 129, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF EAST 5TH STREET, THENCE NORTH 01°35'39" EAST, 38.00 FEET TO THE POINT OF BEGINNING.

STREET/ALLEY VACATION APPLICATION

Complete with required information (write 'n/a' if information not applicable to proposal)



Date: 04/15/2020

Filing Fee: \$100.00

Street Vacation Alley Vacation

Other: _____

Applicant / Company Name: TreanorHL Tele: 816.221.0900
Address: 1811 Baltimore, Kansas City State: MO Zip: 64108

Contact: Brian Kemp Tele: 785.350.6517
Address: 1040 Vermont Street, Lawrence State: KS Zip: 66044

Commonly known as: Street right-of-way on 5th Street and Clinton Street adjacent to County properties south of Jail.

Legal Description:
See attached Figures A&B.

Applicant Signature

Office Use Only: Date Received: _____ Public Works Meeting Date: _____ Filing Fee: _____
--

STREET/ALLEY VACATION REVIEW PROCESS

- Request a Street/Alley Vacation Application from the Public Works Department
- Application is completed and returned with filing fee to the Public Works Department
- Public Works staff reviews the application and directs any concerns to the applicant
- Street/Alley vacation request is placed on the next Public Works Committee Agenda
- City Clerk posts agenda no less than 24 hours prior to meeting
- Public Works Committee conducts meeting and votes on recommendation to the City Council regarding approval Or denial of application
- Once a request is approved and a recommendation made, a Council Bill is prepared for first reading at next Council meeting
- Council Bill goes through a second reading
- City Clerk notifies all agencies once the Council Bill is finalized

***NEW
BUSINESS***

***MAYOR'S
APPOINTMENTS***

Mayor's Appointments

June 2020

Appeals Board

5 Year Term – 5 Members – Meets on Call

<u>NAME</u>	<u>PHONE</u>	<u>ADDRESS</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Peggy Ralston	358-4137	1620 Alexandra Drive	6/22/2010	Jun-25

RESOLUTIONS

RESOLUTION NO. 1904

A RESOLUTION PROVIDING FOR THE FORMAL ACCEPTANCE OF A DONATION TO THE FIRE DEPARTMENT 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 accepts an anonymous donation of a Char-Broil Performance Stainless 6-Burner Liquid Propane Gas Grill with 1 Side Burner Item #1139063 Model #4632'1-18196, with an estimated value of \$429 for the Fire Department to replace the existing Gas Grill which is hereby determined and declared to be obsolete and surplus to the City's needs and is authorized for disposal as solid waste.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

Dan Rife, Mayor

ATTEST:

Traci Cox, 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 is no adverse impact or additional operating costs in placing this donation into service.

RESOLUTION NO. 1905

A RESOLUTION APPROVING THE DECLARATION AS SURPLUS TO THE CITY'S NEEDS AND AUTHORIZING THE DISPOSITION OF A 2003 FORD F-150 PARKS DEPARTMENT PICK-UP TRUCK (VIN # 1FTRF17WX3NB25830, ASSET TAG # 511).

WHEREAS, City Department Heads exercise direct supervision over inventories of supplies, and the sale, trade, or disposition of surplus supplies and equipment belonging to the City; and

WHEREAS, the Purchasing Officer, is responsible (with Council approval) for the disposition or sale of salvage, obsolete, or surplus materials, to prevent deterioration and value loss of no longer used materials, and to reduce storage costs; and

WHEREAS, the Public Works Director has discussed, and the Public Works Committee recommends, declaring the above listed equipment as obsolete and surplus to the City's needs for consideration by the full City Council of declaring such items as surplus and obsolete.

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

That the aforesaid 2003 Ford F-150 Parks Department Pick-Up truck (VIN# 1FTRF17WX3NB25830, Asset Tag # 511) is determined and declared to be obsolete and surplus to the City's needs and is hereby authorized for disposition via competitive sealed bids.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsor: Public Services Committee

RESOLUTION NO. 1906

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT, AND ANY OTHER RELEVANT DOCUMENTS RESULTING FROM SUCH AGREEMENT, BETWEEN THE CITY OF CARTHAGE, MISSOURI AND THE MISSOURI DEPARTMENT OF NATURAL RESOURCES TO ORGANIZE AND HOST A HISTORIC PRESERVATION BASED FLOORING RESTORATION EDUCATIONAL PROGRAM FOR LOCAL PROPERTY OWNERS, RESIDENTS, BUSINESS, INSTITUTIONS, PROSPECTIVE OWNERS AND THE PUBLIC.

WHEREAS, The Carthage City Council endorsed and supported a request from the Carthage Planning, Zoning and Historic Preservation Commission presented by Carthage Historic Preservation authorizing the City of Carthage to submit an application for the Historic Preservation Fund Grant Program - Planning and Outreach Grant - for a flooring restoration workshop in Carthage, Missouri by passing Resolution No. 1883, on September 24, 2019; and

WHEREAS, the National Historic Preservation Act of 1966 authorizes a program of federal matching grants, known as the Historic Preservation Fund (HPF) to assist various states in carrying out historic preservation activities which program is sponsored by the Department of the Interior, National Park Service (NPS), and in Missouri, is administered through the State Historic Preservation Office (SHPO) of the Missouri Department of Natural Resources which is required to earmark a minimum of ten percent (10%) of their Historic Preservation for exclusive use by Certified Local Governments (CLGs); and

WHEREAS, only applications from CLGs, of which Carthage is one, are considered for the mandated ten percent pass through funds; and

WHEREAS, HPF grants fund projects that relate directly to the identification, evaluation, or protection of historic properties, architectural or archaeological resources listed or eligible for listing on the National Register of Historic Places; and

WHEREAS, the Missouri Department of Natural Resources has completed its review of grant applications and selected for award a grant for the City of Carthage, Missouri in the amount of \$12,700; and

WHEREAS, CHP will coordinate and participate in all activities regarding the administration of the grant, and provide any and all matching funds to the grant, a true copy of the Agreement is attached hereto and incorporated herein as if set out in full.

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

The City Council of the City of Carthage hereby authorizes the Mayor to execute a grant agreement , and any other relevant documents resulting from such agreement, between the City of Carthage, Missouri and the Missouri Department of Natural Resources to organize and host a historic preservation based flooring restoration educational program for local property owners, residents, business, institutions, prospective owners and the public, a true copy of which is attached hereto and incorporated herein as if set out in full.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk



MISSOURI DEPARTMENT OF NATURAL RESOURCES
FINANCIAL ASSISTANCE AGREEMENT

Assistance as described herein is hereby offered and accepted effective upon signature of authorized officials for the dates indicated in Budget Period and Project Period below.

RECIPIENT INFORMATION

RECIPIENT NAME City of Carthage		RECIPIENT TELEPHONE NUMBER WITH AREA CODE (417) 237 - 7000	
ADDRESS 326 Grant Street		CITY Carthage	STATE MO
ZIP CODE 64836		BUDGET PERIOD 5/15/2020-8/31/2021	PROJECT PERIOD 5/15/2020-8/31/2021
UNIQUE IDENTIFIER (DUNS NUMBER) 046598512	PROJECT NUMBER P20AF00030-005		
RECIPIENT PROJECT MANAGER NAME Tom Short	RECIPIENT PROJECT EMAIL ADDRESS Tshort@carthagemo.gov	PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (417) 237 - 7000	

PROJECT INFORMATION

RECIPIENT PROJECT TITLE AND PROJECT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)
 City of Carthage: Flooring Restoration Workshop - The total cost of the project is \$21,000.00. The maximum amount of the grant is \$12,700.00. The City of Carthage has committed to paying all costs in excess of the \$12,700.00.
 Attachment A: Scope, Purpose, and Description of Grant Activities.
 Attachment B: Terms and Conditions (12/1/2015)
 Attachment C: Federal to State Grant Award

TYPE OF ASSISTANCE New Award <input checked="" type="checkbox"/> Amendment <input type="checkbox"/>	SOURCE OF FUNDING Federal <input checked="" type="checkbox"/> State <input type="checkbox"/> Other <input type="checkbox"/>	CFDA NUMBER 15.904	CFDA NAME Historic Preservation Fund Grants-In-Aid
STATE PROJECT MANAGER NAME Allison Archambo	STATE PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (573) 751 - 7958	INDIRECT COST RATE FOR RECIPIENT %	
RESEARCH AND DEVELOPMENT YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	RESEARCH AND DEVELOPMENT COMMENTS IF NEEDED		

PROJECT FUNDING	Original Amount	Original Percentage	Amended Amount	Amended Percentage	Total Amount	Total Percentage
Federal Award:	\$ 12,700.00	59.90 %	\$	%	\$12,700.00	59.90 %
State/Other Award:	\$	%	\$	%	\$ 0.00	%
Recipient Match:	\$ 8,500.00	40.10 %	\$	%	\$8,500.00	40.10 %
Total Award:	\$21,200.00	100.00 %	\$ 0.00	%	\$21,200.00	100.00 %

AGREEMENT ADMINISTRATION

THE RECIPIENT AGREES TO ADMINISTER THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS INCLUDING, BUT NOT LIMITED TO:

APPLICABLE PROGRAM GUIDELINES National Historic Preservation Act, 36 CFR 61, RSMo. Chapter 253.408	RECIPIENT APPLICATION, AS NEGOTIATED, DATED 9/25/2019				
BUDGET PLAN Attachment # <u>A</u>	DETAILED SCOPE OF WORK Attachment # <u>A</u>	SPECIAL CONDITIONS Attachment # <u>B&C</u>	GENERAL TERMS AND CONDITIONS Attachment # <u>B&C</u>	SUSPENSION/DEBARMENT Attachment # <u>B</u>	PUBLIC LAW Attachment # _____
PUBLICATIONS Attachment # _____	EPA MBE/WBE UTILIZATION Attachment # _____	CERTIFICATE REGARDING LOBBYING Attachment # <u>B</u>	INVOICE Attachment # _____	ADDITIONAL ATTACHMENTS Attachment # _____ Attachment # _____	

AMENDMENT INFORMATION

AMENDMENT ID	AMENDMENT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)

FEDERAL AWARD INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

FEDERAL AWARD PROJECT TITLE AND DESCRIPTION
 2020 Historic Preservation Fund Grant to Missouri: The objective is to provide Historic Preservation Fund money to State Historic Preservation Officers for the protection and conservation of state and local cultural and historic assets, and to assist them in executing their historic preservation programs and activities pursuant to 54 U.S.C. 300101 et seq (commonly known as the National Historic Preservation Act).

FEDERAL AWARDDING AGENCY National Park Service	FEDERAL AWARD ID NUMBER P20AF00030	PASS THROUGH ENTITY NAME MoDNR, State Historic Preservation Office
FEDERAL FUNDING YEAR 2020	FEDERAL AWARD DATE	TOTAL AMOUNT OF FEDERAL AWARD \$1,060,590.00
		INDIRECT COST RATE FOR MoDNR 16.57%

APPROVAL

DEPARTMENT OF NATURAL RESOURCES DIRECTOR OR DESIGNEE NAME (TYPED)	SIGNATURE	DATE
RECIPIENT ORGANIZATION AUTHORIZED OFFICIAL NAME AND TITLE (TYPED)	SIGNATURE	DATE

Instructions for MoDNR staff completing Financial Assistance Agreement Form

Recipient Information: complete all fields

- Recipient Name – Must match the registered name in the System for Award Management (SAM). If the recipient is not yet registered in SAM, then they should be provided with information on how to register (<http://www.sam.gov>).
- Unique Identifier – Must match the unique identifier number in SAM. Currently it is the recipient's Data Universal Numbering System (DUNS) number which the recipient must have prior to the award. DUNS numbers may be obtained without charge at <http://fedgov.dnb.com/webform>.

Project Information: complete all fields

- CFDA Number – The Catalog of Federal Domestic Assistance (CFDA) number is found on the Notice of Award.
- CDFA Name – Is found on the Notice of Award.
- Research and Development Comments – Complete field if checking "Yes" in the Research and Development field.
- Project Funding – The Original Amount, Original Percent, Total Amount and Total Percentage fields must be completed. If the original agreement amount is being amended, the Amended Amount and Amended Percentage fields must also be completed.

Agreement Administration: complete all applicable fields.

Attachments included in the agreement packet should all be identified in this section.

Amendment Information: complete all fields if amending the agreement

- Amendment ID – Enter the amendment number (i.e., enter "1" if it is the first amendment, enter "2" if it is the second amendment, etc.).
- Amendment Description – Summarize what is being amended. Example: Original agreement amount is being increased by \$500,000 and the Budget Period and Project Periods are being extended six months.

Federal Award Information: Complete all fields if using federal funds for any part of the award. If the award is being funded by multiple federal grants, information on each grant must be included as an attachment.

- Federal Award Project Title and Description – Refer to the Notice of Award from the federal agency.
- Federal Awarding Agency – Designate from which federal agency MoDNR received pass through funds.
- Federal Award ID Number – Refer to the Notice of Award.
- Pass Through Entity Name – Enter information in this format: *Division, Program*.
- Federal Funding Year – Federal year the funding is provided.
- Federal Award Date – Date the federal award is signed by the authorized official of the Federal awarding agency. Refer to the Notice of Award.
- Total Amount of Federal Award – Enter the total amount awarded by the federal agency to include any amended amounts. Refer to the Notice of Award.
- Indirect Cost Rate for MoDNR – Current MoDNR rates can be found at <http://n-nr1ntra.ads.state.mo.us/das/rates-current.htm>.

Approval: complete fields below

- Department of Natural Resources Director Or Designee – Enter the name of the MoDNR director.
- Recipient Organization Authorized Official Name and Title – Enter the name and title of the person who will be signing on behalf of the recipient organization, if known.

SCOPE, PURPOSE AND DESCRIPTION OF GRANT ACTIVITIES

City of Carthage
Flooring Restoration Workshop
Project No. P20AF00030-005

Beginning Date: May 15, 2020

Closing Date: August 31, 2021

I. SCOPE AND PURPOSE:

The purpose of this grant is to organize and host a historic preservation based flooring restoration educational program for local property owners, residents, business, institutions, prospective owners and the public. The City will plan, advertise, and host this workshop. They will hire one or more qualified preservation professionals to present a workshop about historic preservation based flooring restoration workshop. This workshop will cover preservation strategies and hands-on preservation techniques.

II. ACTIVITIES AND FUNCTIONS:

A. Consultant Selection Process:

The City of Carthage will hire one or more 36 CFR 61, Appendix A, qualified preservation professional(s) (herein referred to as Consultant) to present sessions in this series related to preservation. The consultant shall work with the City to host a historic preservation based flooring restoration workshop. This workshop will cover preservation strategies and hands-on preservation techniques. The Request for Proposal (RFP) sent to consultants shall include a copy Attachment A: Scope, Purpose and Description of Grant Activities, the Milestone Schedule, and Exhibit 1 from the Grant Agreement sans budgetary information. Pursuant to 2 CFR 200.331, the sub-recipient shall require the language of the certification and terms applicable to financial assistance awards to be included in sub-award documents at all tiers, and sub-recipients shall certify and disclose accordingly. City staff will serve as the primary point of contact for this project and will be expected to ensure milestones are submitted to the Historic Preservation Fund (HPF) Grant Manager on a timely basis. All contractual deadlines with the consultant shall not conflict with milestone deadlines set in the grant agreement. A draft of the RFP will be sent to the Historic Preservation Fund (HPF) Grant Manager **prior to initiating the bid process**. Documentation of the consultant selection process and a draft of the consultant contract shall be submitted to the HPF Grant Manager for approval **before it is signed**.

1. Submit a **draft of the RFP** for review prior to the initiation of the bid process.
2. Submit documentation of the **consultant selection process** and a draft of the consultant contract **prior to signature**. This documentation includes:
 - a. Indication of who the RFP was sent to and when
 - b. Copies of all responses received (proposals and responses of no bid)
 - c. Score sheets/an explanation for why a consultant was chosen
 - d. The unsigned draft consultant contract noted above
3. Submit a copy of the signed **consultant contract**.

B. Preservation Workshop:

1. Plan and organize the workshop.
2. Make the workshops available to the following groups: local property owners, residents, business, institutions, Certified Local Governments, and the public.
3. Provide the Historic Preservation Fund (HPF) Grant Manager with the agenda and dates of all sessions of this workshop for review and approval.
4. Provide the HPF Grant Manager with a minimum of one opportunity to review and approve the workshop agenda.
5. Provide the HPF Grant Manager with copies of all publications associated with the workshops, including but not limited to: the workshop news release, draft and final agenda, sign-in sheet, and any training material passed out to attendees. All news releases will be submitted to the HPF Grant Manager for approval prior to publishing.

C. Grant deliverables will include:

The following items for the workshops: a copy of any news articles, sign-in sheet, draft agenda and final agenda. If handouts are provided at the workshops, a copy of those materials as well.

III. SPECIAL CONDITIONS:

- A. The procedures and requirements contained herein are subject to applicable laws and regulations, and any changes made to these laws and regulations, subsequent to the execution of this agreement. In the event that these procedures and requirements conflict with applicable federal laws, regulations and policies, the following order of precedence will prevail:
1. Federal law
 2. Code of Federal Regulations
 3. Terms and conditions of grant award
 4. Historic Preservation Fund Grant Manual

The provisions included herein shall also be applied by the State to subgrantees and contractors performing work under this program.

- B. It is agreed that if the project should fall one (1) month behind the milestones, the Missouri Department of Natural Resources, has the right unilaterally to terminate or reduce the dollar amount of this agreement. In addition, if the Department determines that full termination is warranted, the Department shall be sole authority in determining the amount of compensation owed.
- C. All work related to this project will either be supervised or completed by personnel who meet 36 CFR 61, Appendix A, preservation professional.
- D. The Carthage Historic Preservation Commission will have an opportunity to review and comment on milestone products before they are submitted to the HPF Grant Manager if they so choose. Any Commission comments will be submitted with the corresponding milestone to the HPF Grant Manager.

- E. All grant project funded publications, books, brochures and all public meeting notices regarding this grant project shall include the following acknowledgement:

This project is being supported in part by the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and Missouri Department of Natural Resources, State Historic Preservation Office. The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government, or Department of Natural Resources, State Historic Preservation Office. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or Department of Natural Resources, State Historic Preservation Office.

[This acknowledgement may be in any size type on the notice]

Project work will be completed and payments made according to the milestone/payment schedule and project budget that follows.

MILESTONE/PAYMENT SCHEDULE
 City of Carthage
 Flooring Restoration Workshop
 Project No. P20AF00030-005

Starting Date: May 15, 2020
 Ending Date: August 31, 2021

<u>Milestone</u>	<u>Product</u>	<u>Date Due</u>	<u>Federal Share</u>	<u>Non-Federal Share</u>
#1	Submit draft RFP to HPF Grant Manager for review and approval before the bid process is initiated.	07/01/2020	\$0	\$0
#2	Submit documentation of the contractor(s) selection process and a draft of the contract prior to signature to the HPF Grant Manager for review and approval.	09/01/2020	\$0	\$0
#3	Submit signed contract(s) to the HPF Grant Manager.	10/01/2020	\$0	\$0
#4	Submit topics and dates for HPF Grant Manager review and approval.	11/01/2020	\$0	\$0
#5	Submit finalized schedule of the educational series and topics.	12/01/2020	\$0	\$0
#6	Submit a draft of each workshop agenda for HPF Grant Manager review and approval.	01/11/2021	\$0	\$0
#7	Submit any publications associated with the workshops, including but not limited to: the workshop news release, draft and final agenda, sign-in sheet, and any training material passed out to attendees for trainings that have happened to date.	02/01/2021	Estimated 30% of expenses	Estimated 30% of expenses
#8	Submit any additional publications associated with the workshops, including but not limited to: the workshop news release, draft and final agenda, sign-in sheet, and any training material passed out to attendees for trainings that have happened.	04/01/2021	\$0	\$0
#9	Submission of final project report and fiscal data.	07/1/2021	Remaining balance of expenses	Remaining balance of expenses
TOTALS:			\$12,700.00	\$8,500.00

BUDGET
City of Carthage
Flooring Restoration Workshop
Project No. P20AF00030-005

Beginning Date: May 15, 2020

Closing Date: August 31, 2021

<u>Cost Category</u>	<u>Federal Share</u>	<u>Non-Federal</u>	<u>Total Cost</u>
Contractor	\$ 12,700.00	\$ 5,700.00	\$ 18,400.00
Personnel	\$ 0.00	\$ 1,200.00	\$ 1,200.00
Travel	\$ 0.00	\$ 900.00	\$ 900.00
Other	\$ 0.00	\$ 700.00	\$ 700.00
Totals	\$ 12,700.00	\$ 8,500.00	\$ 21,200.00

ATTACHMENT B

EXHIBIT 1

U. S. Department of Interior
Assurance of Compliance
(Title VI, Civil Rights Act of 1964)

**U.S. DEPARTMENT OF THE INTERIOR
ASSURANCE OF COMPLIANCE
(TITLE VI. CIVIL RIGHTS ACT OF 1964)**

_____ (hereinafter called "Applicant-Recipient")
(Name of Applicant-Recipient)

HEREBY AGREES THAT IT will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and Regulation, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives financial assistance from the Missouri Department of Natural Resources and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

If any real property of structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant-Recipient by the Missouri Department of Natural Resources, this assurance obligates the Applicant-Recipient, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance obligates the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the Missouri Department of Natural Resources.

THE ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, Grant Agreements, property discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the Missouri Department of Natural Resources, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognized and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signature appears below are authorized to sign this assurance on behalf of the Applicant-Recipient.

DATED

APPLICANT-RECIPIENT

(President, Chairman of the Board or
Comparable Authorized Official)

APPLICANT-RECIPIENT'S MAILING ADDRESS

ATTACHMENT B

EXHIBIT 2

Mid-Term Budget Report

**INSTRUCTIONS FOR HPF GRANT
AGREEMENT MID-TERM BUDGET REPORT**

1. Use as many sheets as necessary to list all costs associated with the grant activity.																			
2. Enter the project name and assigned project grant number.																			
	<p>I. List expenditures by COST CATEGORY:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;"></td> <td style="padding: 5px;">A. Personnel/Fringe: list each person on the payroll paid as a consultant, indicating name, date, check number. Attach time sheets if necessary.</td> </tr> <tr> <td></td> <td style="padding: 5px;">B. Travel/Other/Equipment: provide a short description of expenditures, bills, check numbers, check dates, and amounts.</td> </tr> <tr> <td></td> <td style="padding: 5px;">C. Supplies: same as for travel/other/equipment.</td> </tr> <tr> <td></td> <td style="padding: 5px;">D. Contractor: list costs paid under grant agreement with contractor. Include copies of contractor invoices and verification of payment made to contractor.</td> </tr> <tr> <td></td> <td style="padding: 5px;">E. Indirect Cost: indicate mathematical computation used to arrive at the dollar amount, then indicate dollar amount.</td> </tr> <tr> <td></td> <td style="padding: 5px;"></td> </tr> </table> <p>Special note: With regards to donated goods, services or equipment, such costs should be treated as follows for the purpose of listing expenditures:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;"></td> <td style="padding: 5px;">Donated time should be listed in category A. Therefore, all time records should be included as proof of expenditures in that section.</td> </tr> <tr> <td></td> <td style="padding: 5px;">Donated equipment should be listed only in category B. All proofs and forms necessary to verify this type of donation should be inserted into this section.</td> </tr> <tr> <td></td> <td style="padding: 5px;">Donated goods should be listed in either category B or C. All proofs and forms necessary to verify these types of donations should be inserted into those sections.</td> </tr> </table> <p>II. The HPF GRANT AGREEMENT amount is the same amount as in the original Grant Agreement Budget federal or nonfederal share.</p> <p>III. MID-TERM SHARE AMOUNTS list how much was actually spent to date for each share type: federal or nonfederal.</p> <p>IV. TOTAL EXPENDITURES is the combined amount of both mid-term federal and nonfederal expenditures.</p>		A. Personnel/Fringe: list each person on the payroll paid as a consultant, indicating name, date, check number. Attach time sheets if necessary.		B. Travel/Other/Equipment: provide a short description of expenditures, bills, check numbers, check dates, and amounts.		C. Supplies: same as for travel/other/equipment.		D. Contractor: list costs paid under grant agreement with contractor. Include copies of contractor invoices and verification of payment made to contractor.		E. Indirect Cost: indicate mathematical computation used to arrive at the dollar amount, then indicate dollar amount.				Donated time should be listed in category A . Therefore, all time records should be included as proof of expenditures in that section.		Donated equipment should be listed only in category B . All proofs and forms necessary to verify this type of donation should be inserted into this section.		Donated goods should be listed in either category B or C . All proofs and forms necessary to verify these types of donations should be inserted into those sections.
	A. Personnel/Fringe: list each person on the payroll paid as a consultant, indicating name, date, check number. Attach time sheets if necessary.																		
	B. Travel/Other/Equipment: provide a short description of expenditures, bills, check numbers, check dates, and amounts.																		
	C. Supplies: same as for travel/other/equipment.																		
	D. Contractor: list costs paid under grant agreement with contractor. Include copies of contractor invoices and verification of payment made to contractor.																		
	E. Indirect Cost: indicate mathematical computation used to arrive at the dollar amount, then indicate dollar amount.																		
	Donated time should be listed in category A . Therefore, all time records should be included as proof of expenditures in that section.																		
	Donated equipment should be listed only in category B . All proofs and forms necessary to verify this type of donation should be inserted into this section.																		
	Donated goods should be listed in either category B or C . All proofs and forms necessary to verify these types of donations should be inserted into those sections.																		
3. Sign and date the completed form.																			

Historic Preservation Fund Grants GRANT AGREEMENT MID-TERM BUDGET REPORT

Project Name: _____ Project Number: _____

COST CATEGORIES	HPF GRANT AGREEMENT FEDERAL SHARE TOTAL	MID-TERM REPORT FEDERAL SHARE TOTAL	HPF GRANT AGREEMENT NONFEDERAL SHARE TOTAL	MID-TERM REPORT NONFEDERAL SHARE TOTAL	TOTAL MID-TERM EXPENDITURES
Personnel/ Fringe:					
Travel/Other/ Equipment					
Supplies:					
Contractor:					
Indirect Cost:					

COMMENTS:

Authorized Signature

Date

ATTACHMENT B

EXHIBIT 3
Final Project Report

Department of Natural Resources
 Division of State Parks, State Historic Preservation Office
FINAL PROJECT REPORT

Project No.: 29-

Project Title: _____

Total Project Cost: \$ _____

Amendments with Approval Dates: _____

MAJOR WORK ITEMS	PLANNED	AMENDED	ACTUAL

Major Cost Items: (See Attached)

Publication

Name:
Date:

No. Copies.

Additional Information: _____

CERTIFICATION:

I certify professionally qualified program and grants management staff of my organization have confirmed, through site visits and/or review of financial and performance reports, that work under this subgrant (or Grant Agreement) has been accomplished according to applicable laws, regulations, Secretary of the Interior's Standards, other program standards, grant management requirements specified in NPS-49, National Register Programs Guideline, and the terms and conditions of the applicable HPF grant.

Deputy State Historic Preservation Officer

Approval Date

National Park Service

Date

Major Cost Categories

Project Number: 29-

Project Title : _____

Cost Category--Exhibit 1 Final Expenditures	Original Budget	Amended Amount	Actual Amount
A.	\$	\$	\$
B.	\$	\$	\$
C.	\$	\$	\$
D.	\$	\$	\$
E.	\$	\$	\$
F.	\$	\$	\$
G.	\$	\$	\$
H.	\$	\$	\$
I.	\$	\$	\$
J.	\$	\$	\$
K.	\$	\$	\$
L.	\$	\$	\$
M.	\$	\$	\$
N.	\$	\$	\$
O.	\$	\$	\$
P.	\$	\$	\$
Q.	\$	\$	\$
R.	\$	\$	\$
S.	\$	\$	\$
TOTAL (S)	\$	\$	\$

ATTACHMENT B

EXHIBIT 4

**U. S. Department of the Interior
Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Drug-Free Workplace
Requirements and Lobbying**

U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **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.** See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

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

CHECK ___ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (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 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.

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -
Lower Tier Covered Transactions**

CHECK ___ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (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.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ___ if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK ___ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK ___ IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE

MISSOURI DEPARTMENT OF NATURAL RESOURCES
Federal Financial Assistance Agreements
General Terms and Conditions

These general terms and conditions highlight requirements which are especially pertinent to federal assistance agreements made by the Missouri Department of Natural Resources (MDNR). These general terms and conditions do not set out all of the provisions of the applicable laws and regulations, nor do they represent an exhaustive list of all requirements applicable to this award. These terms and conditions are emphasized here because they are frequently invoked and their violation is of serious concern.

In addition to these terms and conditions, the recipient must comply with all governing requirements of their financial assistance agreement, including the Title 2 Grants and Agreements, Chapter II Part 200 of the Code of Federal Regulation, under the title "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." The regulations can be found at http://www.ecfr.gov/cgi-bin/text-idx?SID=da74e925e27b89e7f8625019850377cf&tpl=/ecfrbrowse/Title02/2tab_02.tpl.

I. Administrative Requirements

- A. Method of Payment.** The recipient will be reimbursed by the MDNR for all allowable expenses incurred in performing the scope of services. The recipient shall report project expenses and submit to the MDNR original payment requests as required by division/program per the financial assistance agreement. The form must be completed with the MDNR payment request amount and local share detailed, if applicable. Payment requests must provide a breakdown of project expenses by the budget categories contained in the financial assistance agreement budget. Payment requests must be received by the MDNR per the financial assistance agreement. No reimbursement will be made for expenditures prior to award unless approval for pre-award costs has been granted. No reimbursements will be made for expenditures incurred after the closing budget date unless a budget time period extension has been granted by the MDNR prior to the closing budget date.
1. Payments under non-construction grants will be based on the grant sharing ratio as applied to the total agreed project cost for each invoice submitted unless the financial assistance agreement specifically provides for advance payments. Advance payments may only be made upon a showing of good cause or special circumstances, as determined by the MDNR and must be as close as is administratively feasible to the actual disbursement. Advance payments will only be made to cover estimated expenditures as agreed. The MDNR will not advance more than 25% of the total amount of the grant unless the recipient demonstrates good cause.

2. All payment requests must have the following certification by the authorized recipient official: By signing this report, I certify to the best of my knowledge and belief the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the financial assistance agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

B. Retention and Custodial Requirements for Records. The recipient shall retain financial records, supporting documents, statistical records and all other records pertinent to the financial assistance agreement for a period of five years starting from the date of submission of the final payment request. Authorized representatives of federal awarding agencies, the Federal Inspectors General, the Comptroller General of the United States, the State Auditor's Office, the MDNR or any of their designees shall have access to any pertinent books, documents, and records of recipient in order to conduct audits or examinations. The recipient agrees to allow monitoring and auditing by the MDNR and/or authorized representative. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the recipient shall retain records until all litigations, claims or audit findings involving the records have been resolved and final action taken.

C. Program Income.

1. The recipient is encouraged to earn income to defray program costs. Program income means gross income earned that is directly generated by a supported activity or earned as a result of the financial assistance agreement during the period of performance. Program income includes but is not limited to income from: fees for services performed, the use or rental of real or personal property acquired with financial assistance funds, the sale of commodities or items fabricated under the financial assistance agreement, license fees and royalties on patents and copyrights and payments of principal and interest on loans made with financial assistance funds. Program income does not include items such as rebates, credits, discounts, or refunds and interest earned.
2. Program income shall be deducted from total outlays to determine net allowable costs. With approval of the federal awarding agency, program income may be added to the federal award or used to meet cost sharing or matching requirements. The default deductive alternative requires that program income be deducted from total allowable costs to determine the net allowable amount to which the respective matching ratios are applied.

For example, 50/50 share ratio agreement with total allowable costs of \$10,000 that earns \$1,000 in program income would result in \$4,500 net share and a \$4,500 net financial assistance share.

D. Match or Cost Share Funding. In general, match or cost sharing represents that portion of project costs not borne by state appropriations. The matching share will usually be prescribed as a minimum percentage. In-kind (noncash) contributions are allowable project costs when they directly benefit and are necessary and reasonable for the accomplishment of the project or program objectives. Any in-kind match must be assigned a fair market value consistent with those paid for similar work in the labor market and be documented and verifiable. Neither costs nor the values of third party in-kind contributions count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another federal financial assistance agreement, a federal procurement contract, or any other award of federal funds. Federal funds from another federal grant or financial assistance agreement shall not count towards satisfying a cost sharing or matching requirement of a grant agreement.

1. Match or cost share funding will be established by the MDNR through negotiation with the recipient. Signature by both the MDNR and recipient on the financial assistance agreement form firmly affixes the match or cost sharing ratios. Full expenditure of recipient match or cost share funding is required over the life of the financial assistance agreement. Recipient must submit payment requests to the MDNR, as required by the financial assistance agreement, and provide financial records for total expenditure of state and match or cost share funding. The MDNR will reimburse the recipient for its percentage portion agreed to less any negotiated withholding.
2. Failure to provide 100% of the match or cost share ratio of total expenditures as identified in the financial assistance agreement may cause the recipient to become ineligible to receive additional financial assistance from the MDNR. Failure to provide the required match may result in other enforcement remedies as stated in Y. for noncompliance.

E. Financial Management Systems. The financial management systems of the recipient must meet the following standards:

1. **Financial Reporting.** Accurate, current, and complete disclosure of financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the financial assistance agreement;

2. **Accounting Records.** Maintain records which adequately identify the source and application of funds provided for financially assisted activities to include the CFDA title and number, Federal Award Identification Number (FAIN) and year, name of the federal agency and pass-thru entity. These records must contain information pertaining to financial assistance awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;
3. **Internal Control.** Effective written internal controls and accountability must be maintained for all recipient cash, real and personal property, and other assets. The recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. These internal controls should be in compliance with guidance in the “Standards for Internal Control in the Federal Government” and the “Internal Control Integrated Framework”;
4. **Budget Control.** Actual expenditures or outlays must be compared with budgeted amounts for each financial assistance agreement;
5. **Allowable Costs.** OMB cost principles, applicable federal agency program regulations, and the financial assistance agreement scope of work will be followed in determining the reasonableness, allowability and allocability of costs;
6. **Source Documentation.** Records must adequately identify the source and application of funds for federally funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. The documentation must be made available by the recipient at the MDNR’s request or any of the following: authorized representatives of the federal awarding agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor’s Office or any of their designees;
7. The recipient shall have written procedures in place to minimize the time lapsed between money disbursed by the MDNR and spent by the recipient.

F. Reporting of Program Performance. The recipient shall submit to the MDNR a performance report for each program, function, or activity as specified by the financial assistance agreement or at least annually and/or after completion of the project. Performance report requirements, if not expressly stated in the scope of work, should include, at a minimum, a comparison of actual accomplishments to the goals established, reasons why goals were not met, including analysis and explanation of cost overruns or higher unit cost when appropriate, and other pertinent information. Representatives of the MDNR, the federal awarding agency, the Federal Inspector

General, the Comptroller General of the United States, State Auditor's Office or any of their designees shall have the right to visit the project site(s) during reasonable hours for the duration of the contract period and for five years thereafter.

G. Budget and Scope of Work Revisions. The recipient is permitted to rebudget within the approved direct cost budget to meet unanticipated requirements. The following is a non-exclusive listing of when a recipient must request approval in writing to revise budgets and scopes of work under the following conditions:

1. For non-construction grants, the recipient shall obtain the prior approval of the MDNR, unless waived by the MDNR, for cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions or activities when the accumulative amounts of such transfers exceed or are expected to exceed 10% of the current total approved budget whenever the MDNR's share exceeds the simplified acquisition amount threshold.
2. For construction and non-construction projects, the recipient shall obtain prior written approval from the MDNR for any budget revision which would result in the need for additional funds.
3. For combined non-construction and construction projects, the recipient must obtain prior written approval from the MDNR before making any fund or budget transfer from the non-construction to construction or vice versa.
4. A recipient under non-construction projects must obtain prior written approval from the MDNR whenever contracting out, subgranting, or otherwise obtaining a third party to perform activities which are central to the purpose of the award.
5. Changes to the scope of services, including changes to key personnel described in the financial assistance agreement, must receive prior approval from the MDNR. Approved changes in the scope of work or budget shall be incorporated by written amendment to the financial assistance agreement.
6. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.
7. Changes in the amount of approved cost-sharing or matching provided by the recipient. No other prior approval requirements for specific items may be imposed unless a deviation has been approved.

8. Initiate a one-time extension of the period of performance by up to 12 months unless one or more of the conditions outlined below apply. For one-time extensions, the recipient must notify the MDNR in writing with the supporting reasons and revised period of performance at least 90 calendar days before the end of the period of performance specified in the financial assistance agreement. This one-time extension may not be exercised merely for the purpose of using unobligated balances. Extensions require explicit prior approval from MDNR when:
 - a. The terms and conditions of the financial assistance agreement prohibit the extension.
 - b. The extension requires additional funds.
 - c. The extension involves any change in the approved objectives or scope of the project.
 - d. Carry forward unobligated balances to subsequent period of performance.
9. Extending the agreement past the original completion date requires approval of the MDNR.

H. Equipment Use. The recipient agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. The recipient may not use equipment purchased pursuant to this agreement for any other purpose without approval from the MDNR. The equipment shall not be moved from the State of Missouri without approval from the MDNR. State agencies shall follow the Code of State Regulations. The following standards shall govern the utilization and disposition of equipment acquired with financial assistance funds:

1. Title to equipment acquired under this financial assistance agreement will vest with the recipient on acquisition. Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost \$5,000 and greater.
 - a. Equipment shall be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by MDNR funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by the MDNR or the federal agency. If the MDNR puts the recipient on notice that it believes assistance assets are not

being used for the intended purpose, the recipient shall not sell, give away, move or abandon the assets without the MDNR's prior written approval.

- b. The recipient shall also make equipment available for use on other projects or programs currently or previously supported by the MDNR, providing such use will not interfere with the work on the projects or program for which it was originally acquired. User fees should be considered if appropriate.
 - c. The recipient must not use equipment acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.
 - d. When acquiring replacement equipment, the recipient may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the MDNR.
2. Equipment Management. The recipient's procedures for managing equipment, whether acquired in whole or in part with financial assistance funds, will, at a minimum, meet the following requirements until disposition takes place:
- a. The recipient must maintain property records that include a description of the equipment, a serial number or other identification number, the source of funding, the acquisition date, cost of the property, percentage of federal or state participation in the cost of the property, the location, use and condition of the property and disposition information including the date of the disposal and sale price of the property.
 - b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - c. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the property. Any loss, damage, or theft shall be reported to and investigated by local authorities. The recipient shall procure and maintain insurance covering loss or damage to equipment purchased with a financial assistance agreement, with financially sound and reputable insurance companies or through self-insurance. Amounts and

coverage of such risks should be that which are usually carried by companies engaged in the same or similar business and similarly situated.

- d. The recipient must develop adequate maintenance procedures to keep the property in good condition.
 - e. If the recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
3. **Disposition.** When original or replacement equipment acquired under the financial assistance agreement is no longer needed for the original project or program or for other activities currently or previously supported by the MDNR, the recipient shall dispose of the equipment as follows:
- a. Items of equipment with a current per-unit fair market value \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the MDNR.
 - b. For items of equipment with a current per unit fair market value of more than \$5,000, the MDNR shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the MDNR's share of the equipment. Disposition instructions must be requested from the MDNR when equipment is no longer needed.
 - c. In cases where a recipient fails to take appropriate disposition actions, the MDNR may direct the recipient how to dispose of the equipment.
 - d. If the MDNR puts the recipient on notice that it believes assistance assets are not being used for the intended purpose, the recipient shall not sell, give away, move or abandon the asset without MDNR's written approval.
- I. **Supplies.** The recipient agrees that all supplies purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. Title to supplies acquired under a financial assistance agreement will vest, upon acquisitions, with the recipient. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the recipient shall compensate the department for its share. The recipient must not use supplies acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private

companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.

- J. **Inventions and Patents.** If any recipient produces subject matter, which is or may be patentable in the course of work sponsored by this financial assistance agreement, the recipient shall promptly and fully disclose such subject matter in writing to the MDNR. In the event that the recipient fails or declines to file Letters of Patent or to recognize patentable subject matter, the MDNR reserves the right to file the same. The MDNR grants to the recipient the opportunity to acquire an exclusive license, including the right to sublicense, with a royalty consideration paid to the MDNR. Payment of royalties by recipient to the MDNR will be addressed in a separate royalty agreement.
- K. **Copyrights.** Except as otherwise provided in the terms and conditions of this financial assistance agreement, the author or the recipient is free to copyright any books, publications, or other copyrightable material developed in the course of this agreement. However, the MDNR and federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, with the approval of MDNR, the work for government purposes.
- L. **Prior Approval for Publications.** The recipient shall submit to the MDNR two draft copies of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by financial assistance funds. The recipient shall not print or distribute any publication until receiving written approval by the MDNR.
- M. **Mandatory Disclosures.** The recipient agrees that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds are now being awarded will include a statement of the percentage of the total cost of the program/project which is financed with federal and state money, and the dollar amount of federal and state funds for the program/project.
- N. **Procurement Standards.** The recipient shall use their own documented procurement procedures that reflect applicable state and local laws and regulations provided that procurement conforms to standards set forth in the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."
 - 1. No work or services paid for wholly or in part with state or federal funds, will be contracted without the written consent of the MDNR.

2. The recipient agrees that any contract, interagency agreement, or equipment to be procured under this award which was not included in the approved work plan must receive formal MDNR approval prior to expenditure of funds associated with that contract, interagency agreement, or equipment purchase.
- O. Audit Requirements.** The MDNR and the State Auditor's Office have the right to conduct audits of recipients at any time. The recipient shall arrange for independent audits as prescribed in "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart F", as applicable. Audits must confirm that records accurately reflect the operations of the recipient; the internal control structure provides reasonable assurance that assets are safeguarded, and recipient is in compliance with applicable laws and regulations. When the recipient has its yearly audit conducted by a governmental agency or private auditing firm, the relevant portion(s) of the audit report will be submitted to the MDNR. Other portions of the audit shall be made available at the MDNR's request.
- P. Freedom of Information Act.** In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the MDNR must request, and the recipient must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the MDNR obtains the research data solely in response to a FOIA request, the MDNR may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the MDNR and the recipient. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).
- Q. Conflicts of Interest.** The recipients must have written standards and policies covering conflicts of interest. No party to this financial assistance agreement, nor any officer, agent, or employee of either party to this assistance agreement, shall participate in any decision related to such assistance agreement which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly. The recipient is advised that, consistent with Chapter 105, RSMo, no state employee shall perform any service for consideration paid by the recipient for one year after termination of the employee's state employment by which the former state employee attempts to influence a decision of a state agency. A state employee who leaves state employment is permanently banned from performing any service for any consideration in relation to any case, decision, proceeding, or application in which the employee personally participated during state employment.
- R. State Appropriated Funding.** The recipient agrees that funds expended for the purposes of this financial assistance agreement must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the

financial assistance agreement period, as well as being awarded by the federal or state agency supporting the project. Therefore, the financial assistance agreement shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted. In the event that funds are not appropriated and/or granted for the financial assistance agreement, the recipient shall not prohibit or otherwise limit the MDNR's right to pursue alternate solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the financial assistance agreement.

S. Eligibility, Debarment and Suspension (SubPart C). By applying for this financial assistance agreement, the recipient verifies that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws and court orders issued pursuant to those laws, and that all environmental violations have been resolved (for example, no pending or unresolved Notice of Violation (NOV)) at the time of application. If compliance issues exist, the recipient shall disclose to the MDNR all pending or unresolved violations noted in a NOV, administrative order, or civil and criminal lawsuit, but only where those alleged violations occurred in the State of Missouri. If a NOV occurs during the financial assistance period, the recipient must notify the MDNR immediately. The MDNR will not make any award or payment at any time to any party which is debarred or suspended, under federal or state authority, or is otherwise excluded from or ineligible for participation in federal assistance under Executive Order 12549, "Debarment and Suspension." The recipient may access the Excluded Parties List at www.sam.gov.

T. Restrictions on Lobbying. No portion of this agreement may be expended by the recipient to pay any person for influencing or attempting to influence the executive or legislative branch with respect to the following actions: awarding of a contract; making of an assistance agreement; making of a loan; entering into a cooperative agreement; or the extension, continuation, renewal, amendment or modification of any of these as prohibited by Section 319, Public Law 101-121 (31 U.S.C. 1352).

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

U. Recycled Paper. Consistent with Federal Executive Order 13423 and EPA Executive Order 1000.25, the recipient shall use recycled paper consisting of at least 30% post-consumer fiber and double sided printing for all reports which are prepared as a part of this assistance agreement and delivered to the MDNR. The recipient must use recycled paper for any materials that it produces and makes available to any parties. The chasing arrows symbol representing the recycled content of the paper will be clearly displayed on at least one page of any materials provided to any parties.

V. Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms. In accordance with Missouri Executive Order No. 15-06 and federal administrative provisions, all recipients shall make every feasible effort to target the percentage of goods and services procured from certified minority business enterprises (MBE) and women business enterprises (WBE) to 10% and 10%, respectively, when utilizing financial assistance funds to purchase supplies, equipment, construction and services related to this financial assistance agreement.

1. The recipient agrees to take all necessary affirmative steps required to assure that small and minority firms and women's business enterprises are used when possible as sources when procuring supplies, equipment, construction and services related to the financial assistance agreement. The recipient agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:
 - a. Placing qualified small and minority business and women's business enterprises on solicitation lists;
 - b. Ensuring that small and minority business and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;
 - d. Establishing delivery schedules, where the requirements of work will encourage participation by small and minority business and women's business enterprises;
 - e. Using the services of the Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce and the MO Office of Equal Opportunity, and;
 - f. Requiring any prime contractor or other subrecipients, if subagreements are to be allowed, to take the affirmative steps in subparagraphs a. through e. of this section.
2. For EPA funded financial assistance agreements, the recipient agrees to include disadvantaged business enterprises in the affirmative steps indicated above.
3. For EPA funded financial assistance agreements, the recipient shall utilize EPA form 5700-52A to report to MDNR procurements under the financial assistance agreement.

W. Disputes. The recipient and the MDNR should attempt to resolve disagreements concerning the administration or performance of the financial assistance agreement. If an agreement cannot be reached, the MDNR will provide a written decision. Such decision of the MDNR shall be final unless a request for review is submitted to the division director within ten (10) business days after the decision. Such request shall include: (1) a copy of the MDNR's final decision; (2) a statement of the amount in dispute; (3) a brief description of the issue(s) involved; and (4) a concise statement of the objections to the final decision. A decision by the MDNR shall constitute final action.

X. Termination

1. **Termination for Cause.** The MDNR may terminate any financial assistance agreement, in whole or in part, at any time before the date of completion whenever it is determined that the recipient has failed to comply with the terms and conditions of the financial assistance agreement. The MDNR shall promptly notify the recipient in writing of such a determination and the reasons for the termination, together with the effective date. The MDNR reserves the right to withhold all or a portion of agreement funds if the recipient violates any term or condition of this financial assistance agreement. Termination for cause may be considered for evaluating future applications. The recipient may object to terminations with cause and may provide information and documentation challenging the termination.
2. **Termination for Convenience.** Both the MDNR and the recipient may terminate the financial assistance agreement, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
3. Financial assistance agreements are not transferable to any person or entity.
4. MDNR and the recipient remain responsible for compliance with all closeout requirements.

Y. Enforcement; Remedies for Noncompliance. If the recipient falsifies any award document or materially fails to comply with any term of this financial assistance agreement, the MDNR may take one or more of the following actions, as appropriate:

1. Suspend or terminate, in whole or part, the current agreement;
2. Disallow all or part of the cost of the activity or action not in compliance;

3. Temporarily withhold cash payments pending the recipient's correction of the deficiency;
4. Withhold further awards from the recipient;
5. Order the recipient not to transfer ownership of equipment purchased with assistance money without prior MDNR approval; or
6. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.

Z. **Subgrantee's Signature.** The recipient's signature on the application and the award documents signifies the recipient's agreement to all of the terms and conditions of the financial assistance agreement.

AA. **Human Trafficking. This requirement applies to non-profit recipients or subrecipients.** The recipient, their employees, subrecipients under this agreement, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the agreement is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the agreement or subagreements under the award. The department has the right to terminate unilaterally: (1) implement section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, noncompliance that are available to the recipient under this agreement.

BB. **Illegal Immigration.** Any municipality that enacts or adopts a sanctuary policy will be ineligible for moneys provided through financial assistance agreements administered by any state agency or department until the policy is repealed or is no longer in effect (Missouri Statutes – RSMo 67.307 (2)). No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri (RSMo 285.525 – 285.530).

CC. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

DD. **Federal Funding Accountability and Transparency Act (FFATA) Requirements.** If the original assistance agreement amount is less than \$25,000 and an amendment increases the award amount to \$25,000 or greater, the

recipient must submit the following to the MDNR prior to MDNR signing the amendment (Subrecipient Informational Form):

1. Location of the entity receiving the financial assistance and primary location of performance under the award, including city, state, congressional district and county;
2. A unique entity identifier of the entity receiving the financial assistance;
3. A unique entity identifier of the parent entity of the recipient; and
4. Names and total compensation for the five most highly compensated officers for the preceding completed fiscal year

EE. Executive Compensation. If FFATA reporting requirements apply and if the agreement period will exceed 12 months, the recipient must provide to the MDNR updated compensation information for their five most highly compensated officers using the Subrecipient Informational Form at the end of each 12 month period.

FF. Competency. The recipient ensures that all personnel associated with this financial assistance agreement, including staff, contractors and subrecipients, possess adequate education, training and experience to satisfactorily perform all technical tasks to be performed in order to fulfill the requirements of this agreement.

II. Statutory Requirements

The recipient must comply with all federal, state and local laws relating to employment, construction, research, environmental compliance, and other activities associated with grants from the MDNR. Failure to abide by these laws is sufficient grounds to cancel the agreement. For a copy of state and federal laws that typically apply to financial assistance agreements contact the MDNR. By applying for this financial assistance agreement, the recipient certifies that the recipient, its board of directors and principals are in compliance with the specific federal and state laws set out below. Further, the recipient shall report to the MDNR any instance in which the recipient or any member of its board of directors or principals is determined by any administrative agency or by any court in connection with any judicial proceeding to be in noncompliance with any of the specific federal or state laws set forth below. Such report shall be submitted within ten (10) working days following such determination. Failure to comply with the reporting requirement may be grounds for termination of this financial assistance agreement or suspension or debarment of the recipient.

A. Laws and regulations related to nondiscrimination:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, including Limited English Proficiency (LEP);

2. Title VII of the Civil Rights Act of 1964 found at 42 U.S.C. §2000(e) et.seq. which prohibits discrimination on the basis of race, color, religion, national origin, or sex:
3. Title IX of the Education Amendments of 1972, as amended (U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability;
5. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 621-634), which prohibits discrimination on the basis of age;
6. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
8. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
9. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
10. Chapter 213 of the Missouri Revised Statutes which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability.
11. The Americans with Disabilities Act (P. L. 101-336), 42 U. S. C. §12101 et seq., relating to nondiscrimination with respect to employment, public services, public accommodations and telecommunications.
12. Any other nondiscrimination provisions in the specific statute(s) and regulations under which application for federal assistance is being made.
13. The requirements of any other nondiscrimination statute(s) and regulations which may apply to the application.

B. State and Federal Environmental Laws:

1. The Federal Clean Air Act, 42 U.S.C. § 7606, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
2. The Federal Water Pollution Control Act, 33 U.S.C. § 1368, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
3. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.
4. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq., as amended, relating to the preservation of historic landmarks.
5. Earthquakes - Seismic Building and Construction Ordinances, §§ 319.200 - 319.207, RSMo (Cum. Supp. 1990), relating to the adoption of seismic design and construction ordinances by certain cities, towns, villages and counties.
6. The Missouri Clean Water Law, Sections 644.006 to 644.141, RSMo.
7. The Missouri Hazardous Waste Management Law, Section, 260.350 to 260.430, RSMo.
8. The Missouri Solid Waste Management Law, Sections 260.200 to 260.245, RSMo.
9. The Missouri Air Conservation Law, Sections 643.101 to 643.190, RSMo.

C. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601 and 4651 et seq., relating to acquisition of interest in real property or any displacement of persons, businesses, or farm operations.

D. The Hatch Act, 5 U.S.C. § 1501 et seq., as amended, relating to certain political activities of certain State and local employees.

E. The Archaeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archaeological data in connection with federally assisted activities.

- F. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- G. The flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- H. The Privacy Act of 1974, P.L. 93-579, as amended prohibiting the maintenance of information about any individual in a manner which would violate the provision of the Act.
- I. Public Law 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- J. The Laboratory Animal Welfare Act of 1966 (P. L. 89-544), 7 U.S.C. § 2131 et seq., pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- K. The following additional requirements apply to projects that involve construction:
 - 1. The Davis-Bacon Act, as amended, 40 U.S.C. § 276a et seq., respecting wage rates for federally assisted construction contracts in excess of \$2000.
 - 2. The Copeland (Anti-Kickback) Act, 18 U.S.C. § 874, 40 U.S.C. § 276c.
 - 3. The Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327 et seq.
 - 4. Convict labor shall not be used on construction projects unless by convicts who are on work release, parole, or probation.
 - 5. The Lead-Based Paint Poisoning Prevention Act (42 U. S. C. § 4801 et seq.) which prohibits the use of lead paint in construction or rehabilitation of residence structures.

ATTACHMENT C

FEDERAL TO STATE GRANT AWARD

**GRANT AGREEMENT NUMBER P20AF00030 BETWEEN
THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
AND
MISSOURI DEPARTMENT OF NATURAL RESOURCES
CFDA: 15.904**

**PROJECT TITLE: STATE HISTORIC PRESERVATION OFFICE FISCAL YEAR 2020
HPF GRANT**

Pursuant to 2 CFR 200.331 the requirements imposed on the pass through entity are hereby incorporated and “flow down” to the subrecipient so that the federal award is used in accordance with federal statutes, regulations, terms and conditions of the federal award.

GRANT AGREEMENT NUMBER P20AF00030
Between
THE UNITED STATES DEPARTMENT OF INTERIOR
NATIONAL PARK SERVICE
AND MISSOURI DEPARTMENT OF NATURAL RESOURCES

CFDA: 15.904

Project Title: State Historic Preservation Office Fiscal Year 2020 HPF Grant

Amount of Federal Funds Obligated: \$1,060,590.00

Amount of Non-Federal Funding: \$707,060.00

Total Amount of Federal Award: \$1,767,650.00

Period of Performance: October 1, 2019 through September 30, 2021

This Grant Agreement is entered into by the U.S. Department of the Interior, National Park Service (NPS), and the Missouri Department of Natural Resources (Recipient).

Table of Contents

GRANT AGREEMENT NUMBER P20AF00030	1
ARTICLE I – LEGAL AUTHORITIES	3
ARTICLE II – PROJECT GOALS AND OBJECTIVES	3
ARTICLE III – PUBLIC PURPOSE	3
ARTICLE IV – STATEMENT OF WORK	3
ARTICLE V – RESPONSIBILITIES OF THE PARTIES	4
ARTICLE VI – COST-SHARE REQUIREMENT	4
ARTICLE VII – PRE-AWARD INCURRENCE OF COSTS	4
ARTICLE VIII – ADMINISTRATIVE AND INDIRECT COSTS	4
ARTICLE IX – TERM OF AGREEMENT	4
ARTICLE X – KEY OFFICIALS	5
ARTICLE XI – AWARD AND PAYMENT	6
ARTICLE XII – PRIOR APPROVAL	8
ARTICLE XIII – FLOW-DOWN	8
ARTICLE XIV – REPORTS AND/OR OUTPUTS/OUTCOMES	8
ARTICLE XV – PROPERTY UTILIZATION	9
ARTICLE XVI – MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION	9

ARTICLE XVII – GENERAL AND SPECIAL PROVISIONS	9
ARTICLE XVIII – ATTACHMENTS	22
ARTICLE XIX – SIGNATURES	23
Attachment A	24
1. ELIGIBLE COSTS	24
2. NPS OVERSIGHT	24
3. COST SHARING/MATCHING REQUIREMENT	25
4. ADMINISTRATIVE AND INDIRECT COSTS	25
5. DETERMINATION OF RISK	25
6. NAGPRA COSTS ARE UNALLOWABLE	25
7. EQUIPMENT PURCHASES	25
8. PATENTS AND INVENTIONS	26
9. PUBLICITY AND PRESS RELEASES	26
10. REQUIREMENT FOR PROJECT SIGN/NOTIFICATION	26
11. CONSULTANTS AND CONTRACTORS.	26
12. REQUIREMENT FOR NEPA COMPLIANCE	27
13. COMPLIANCE WITH SECTION 106	27
14. COMPLIANCE WITH SECTION 110	27
15. NPS REVIEW OF PLANNING/DESIGN DOCUMENTS FOR NATIONAL HISTORIC LANDMARKS	27
16. GIS SPATIAL DATA TRANSFER STANDARDS	28
17. CFDA INCLUSION IN SINGLE AUDIT	28
18. NOTICE OF FINANCIAL MANAGEMENT REVIEW	28
19. CLG PASS-THROUGH	28
20. SUBGRANT AWARDS	28
21. UNANTICIPATED DISCOVERY PROTOCOLS	30
22. REQUIREMENT FOR TRAINING	30
23. FUNDING FOR USE OF UNMANNED AIRCRAFT SYSTEMS (UAS) (AKA DRONES)	30
24. DEMONSTRATION OF EFFORT – PERFORMANCE GOALS	30
25. STRENGTHENING BUY-AMERICAN PREFERENCES FOR INFRASTRUTURE PROJECTS PER E.O. 13858	30
26. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE	31

Attachment B	33
Attachment C	34
Attachment D	37
Attachment E	40

ARTICLE I – LEGAL AUTHORITIES

The NPS enters into this Agreement pursuant to:

- National Historic Preservation Act (NHPA), 54 U.S.C 300101 et. sq.
- Historic Preservation Fund Grants Manual, 2007 and subsequent memos and guidance.
- Further Consolidated Appropriations Act of 2020, P.L. 116-94
- 54 U.S.C. §302902(a) Grants to States
- 54 U.S.C. §302701(a) Grants to Indian Tribes and Native Hawaiian Organizations

ARTICLE II – PROJECT GOALS AND OBJECTIVES

The objective of this Agreement is to provide Historic Preservation Funding (HPF) to State Historic Preservation Officers (SHPOs) for the protection and conservation of State, territorial and local cultural and historic assets and to assist them in executing their historic preservation programs and activities pursuant to 54 U.S.C. 300101 et seq. (commonly known as the National Historic Preservation Act).

ARTICLE III – PUBLIC PURPOSE

Annual Historic Preservation Fund grants to the 59 State Historic Preservation Offices (SHPO) support the Federal Preservation Partnership program by enabling the SHPOs to implement and fulfill the program areas outlined in the National Historic Preservation Act in accordance to their NPS approved State Historic Preservation Plans.

ARTICLE IV – STATEMENT OF WORK

- A. The Statement of Work to be performed in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* includes:
1. Work agreed upon by the State Historic Preservation Officer (SHPO) and the NPS as stated in the State's annual application for Historic Preservation Fund grant assistance, and
 2. Determined eligible as stated in the National Historic Preservation Act (NHPA), 54 U.S.C 300101 et. sq., and in the Historic Preservation Grant Fund Manual.

ARTICLE V – RESPONSIBILITIES OF THE PARTIES

A. The Recipient agrees to:

1. Perform work in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* in the assigned mandatory program areas as defined by the National Historic Preservation Act.

B. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance, technical assistance at the request of the recipient.

ARTICLE VI – COST-SHARE REQUIREMENT

At least 40% non-Federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to Federal cost share percentage identified in this agreement.

ARTICLE VII – PRE-AWARD INCURRENCE OF COSTS

The Recipient is not authorized to incur costs prior to the Start date of this Agreement (**October 1, 2019**).

ARTICLE VIII – ADMINISTRATIVE AND INDIRECT COSTS

The federally-negotiated indirect rate plus administrative costs to be applied against this agreement, by statute 54 U.S.C. § 302902, shall not exceed 25% of the total budget.

Administrative costs are defined as: Allowable, reasonable, and allocable costs related to the overall management of activities directly related to finance (accounting, auditing, budgeting, contracting), general administrative salaries and wages (grant administration, personnel, property management, equal opportunity) and other “overhead” functions (general legal services, general liability insurance, depreciation on buildings and equipment, etc.) not directly attributable to specific program areas identified in the grant agreement. All administrative costs reported must be absolutely necessary for project and/or program implementation, such as the cost items identified in the final grant agreement or items otherwise approved in writing by the NPS Awarding Officer (AO).

ARTICLE IX – TERM OF AGREEMENT

The Agreement will become effective upon the recipient's **first withdrawal of grant funds** (Effective Date) and will expire on **September 30, 2021** (Expiration Date), unless terminated

earlier per Article XI. However, the period from **October 1, 2019** to **September 30, 2021** is the period of performance for the Agreement (Agreement Term). Allowable costs incurred during the period of performance may be charged to the grant. Funds will no longer be accessible via ASAP 90 days after the end date.

ARTICLE X – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the NPS:**

Awarding Officer (AO):
Megan J. Brown, Chief
State, Tribal, Local, Plans and Grants

Agreement Technical Representative (ATR):
Grants Management Specialist
State, Tribal, Local, Plans and Grants

Contact Info for AO and ATR:
National Park Service
1849 C Street NW, Stop 7360
Washington, DC 20240
202-354-2020
STLPG@nps.gov
(note mail sent USPS may be irradiated)

2. **For the Recipient:**

State Historic Preservation Officer
Missouri Department of Natural Resources
1101 Riverside Drive
Jefferson City, MO 65101-4272
573-751-7857
toni.prawl@dnr.mo.gov

B. **Communications.** Recipient shall address any communication regarding this Agreement to the ATR with a copy to the AO. Communications that relate solely to technical matters may be sent only to the ATR.

C. **Changes in Key Officials.** Neither the NPS nor Recipient may make any permanent change in a key official without written notice to the other party reasonably in advance of

the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE XI – AWARD AND PAYMENT

- A. The NPS will provide funding to the Recipient in an amount not to exceed \$1,060,590.00 for the Statement of Work described in Article IV and in accordance with the NPS approved budget. The approved budget detail is incorporated herein, Attachment E. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.
- B. Recipient shall request payment in accordance with the following:
1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
 2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
 3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
 4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
 5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.

6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be “high risk” or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
- C. In order to receive a financial assistance award and to ensure proper payment, it is required that the Recipient maintain their registration with the System for Award Management (SAM), accessed at <http://www.sam.gov>. Failure to maintain registration can impact obligations and payments under this Agreement and/or any other financial assistance or procurement documents the Recipient may have with the Federal government.
- D. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.
- E. **Allowable and Eligible Costs.** Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Start Date of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
- F. **Travel Costs.** For travel costs charged against awards under the Agreement, costs incurred must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the Recipient in its regular operations as a result of the Recipient’s written travel policy. If the Recipient does not have written travel policies established, the Recipient and its contractors shall follow the travel policies in the Federal Travel Regulation, and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles.
- G. **Indirect Costs.** Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.
- H. **Recipient Cost Share or Match.** Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating

previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

ARTICLE XII – PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

ARTICLE XIII – FLOW-DOWN

Flow-down: For the purposes of this clause, "recipient" includes such sub-recipients, contractors, or subcontractors as, in the judgment of the recipient and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.

ARTICLE XIV – REPORTS AND/OR OUTPUTS/OUTCOMES

- A. Specific projects, tasks or activities for which funds are reimbursed and/or advanced will be tracked and reported by the grantee's submission of:
1. An annual report package reflecting the first year of the period of performance (**October 1, 2019 – September 30, 2020**) including:
 - i. Completed HPF Online
 - ii. Signed Carry over statement
 - iii. Annual SF425, Federal Financial Report
 - iv. SF428, Tangible Personal Property Report (if NPS approved equipment purchased)
 2. Final report package reflecting the full period of performance of this award (**October 1, 2019 – September 30, 2021**) including:
 - i. Completed HPF Online
 - ii. SF425, Final Federal Financial Report
 - iii. SF428, Tangible Personal Property Report (if NPS approved equipment purchased)
 - iv. Copies of all Indirect Cost Rate Agreements applied against under this grant
 - v. Grant product submissions
- B. The annual report package shall be submitted no later than **December 31, 2020** and cover the reporting period of **10/01/2019– 09/30/2020**.
- C. The final report package shall be submitted no later than **December 31, 2021** and cover the full reporting period of **10/01/2019 – 09/30/2021**.

- D. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.

ARTICLE XV – PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by the NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 *applies* to this Agreement.

ARTICLE XVI – MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

- A. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by both parties. Modifications will be in writing and approved by the NPS Awarding Officer and the authorized representative of Recipient.
- B. Additional conditions may be imposed by the NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.338.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.339 through 200.342.

ARTICLE XVII – GENERAL AND SPECIAL PROVISIONS

A. General Provisions

1. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):

a) **Administrative Requirements:**

2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;

b) **Determination of Allowable Costs:**

2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and

c) Audit Requirements:

2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.

d) Code of Federal Regulations/Regulatory Requirements:

2 CFR Part 182 & 1401, “Government-wide Requirements for a Drug-Free Workplace”;

2 CFR 180 & 1400, “Non-Procurement Debarment and Suspension”, previously located at 43 CFR Part 42, “Governmentwide Debarment and Suspension (NonProcurement)”;

43 CFR 18, “New Restrictions on Lobbying”;

2 CFR Part 175, “Trafficking Victims Protection Act of 2000”;

FAR Clause 52.203–12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;

2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and

2 CFR Part 170, “Reporting Subawards and Executive Compensation”.

2. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
3. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.
4. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess

of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

5. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. The NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
6. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
7. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
8. **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, the NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.
9. **Non-Exclusive Agreement.** This Agreement in no way restricts the Recipient or the NPS from entering into similar agreements, or participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
10. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
11. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
12. **Captions and Headings.** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.

13. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between the NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
14. **No Third-Party Rights.** This Agreement creates enforceable obligations between only the NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
15. **Foreign Travel.** The Recipient shall comply with the provisions of the Fly America Act (49 U.S.C. 40118). The implementing regulations of the Fly America Act are found at 41 CFR 301-10.131 through 301-10.143.
16. **Program Income.** If the Recipient earns program income, as defined in 2 CFR §200.80, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (*2 CFR §200.305 (5)*). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

B. Special Provisions –

1. Public Information and Endorsements

- a) Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government approves of the Recipient's work products, or considers the Recipient's work product to be superior to other products or services.
- b) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer.

“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.”

- c) Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.
 - d) Recipient further agrees to include this provision in a subaward to a subrecipient, except for a subaward to a state government, a local government, or to a federally recognized tribal government.
2. **Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.
3. **Rights in Data.** The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
4. **Retention and Access Requirements for Records.** All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333-200.337.
5. **Audit Requirements**
 - a) Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ccea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>
 - b) Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

- c) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.
6. **Procurement Procedures.** A full description of procurement standards can be found in 2 CFR §200.317-§200.326.
7. **Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving.** Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1. This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or -rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.
8. **Seat Belt Provision.** The Recipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.
9. **Trafficking in Persons.** This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR §175.15).
10. **Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights**
 - a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
 - b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.
 - c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203-17 (as referenced in 42 CFR § 3.908-9).

11. Reporting Subawards and Executive Compensation.

Recipients must report all subaward and executive compensation data pursuant to the Federal Funding Accountability and Transparency Act (FFATA) of 2006 and associate amendments (P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 (see 31 U.S.C. 6101 note)). Refer to <https://www.fsrcs.gov/> for more information.

12. Conflict of Interest

(a) Applicability.

- (1) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
- (2) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

- (1) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
- (2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
- (3) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

- (d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
- (e) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
- (f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

13. Minimum Wages Under Executive Order 13658 (January 2015)

a) *Definitions.* As used in this clause—

“United States” means the 50 states and the District of Columbia.

“Worker”—

(1) Means any person engaged in performing work on, or in connection with, an agreement covered by Executive Order 13658, and

(i) Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 C.F.R. § 541,

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c).

(3) Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

b) *Executive Order Minimum Wage rate.*

(1) The non-Federal entity shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate determined by the Secretary of the Department of Labor on an annual basis (currently \$10.20 per hour as of January 1, 2017).

(2) The non-Federal entity shall adjust the minimum wage paid, if necessary, annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.

(3) (i) The non-Federal entity may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Non-Federal entities shall consider any Subrecipient requests for such price adjustment.

(iii) The Financial Assistance Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified

in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The non-Federal entity warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) The non-Federal entity shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The non-Federal entity may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 C.F.R. § 10.23, Deductions.

(6) The non-Federal entity shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(7) Nothing in this clause shall excuse the non-Federal entity from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(8) The non-Federal entity shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(9) The non-Federal entity shall follow the policies and procedures in 29 C.F.R. § 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

c)

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the non-Federal entity or subrecipient and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA) – covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. § 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. § 213(a)(1) and 29 C.F.R. § part 541).

d) *Notice.* The non-Federal entity shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the non-Federal entity shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Non-Federal entities that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the non-Federal entity, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

e) *Payroll Records.*

(1) The non-Federal entity shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The non-Federal entity shall make records pursuant to paragraph (e) (1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The non-Federal entity shall also make such records available upon request of the Contracting Officer.

(3) The non-Federal entity shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 C.F.R. § 10.26 and this agreement. Upon direction of the Administrator or upon the Financial Assistance Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the non-Federal entity's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

f) *Access.* The non-Federal entity shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

g) *Withholding.* The Financial Assistance Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the non-Federal entity under this or any other Federal agreement with the same non-Federal entity, sufficient to pay workers the full amount of wages required by this clause.

- h) *Disputes.* Department of Labor has set forth in 29 C.F.R. § 10.51, Disputes concerning non-Federal entity compliance, the procedures for resolving disputes concerning a non-Federal entity's compliance with Department of Labor regulations at 29 C.F.R. § 10. Such disputes shall be resolved in accordance with those. This includes disputes between the non-Federal entity (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.
- i) *Antiretaliation.* The non-Federal entity shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.
- j) *Subcontractor compliance.* The non-Federal entity is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.
- k) *Subawards.* The non-Federal entity shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

14. **Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements:** Section 743 of Division E, Title VII of the Consolidated and Further Continuing Resolution Appropriations Act of 2015 (Pub. L. 113-235) prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants or cooperative agreements to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Recipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Recipients must notify their employees or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

15. Data Availability:

(a) **Applicability.** The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.

(b) **Use of Data.** The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(c) **Availability of Data.** The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third party evaluation and reproduction of the following:

- (i) The scientific data relied upon;
- (ii) The analysis relied upon; and
- (iii) The methodology, including models, used to gather and analyze data.

ARTICLE XVIII – ATTACHMENTS

The following documents are attached to and made a part of this Agreement:

Attachment A. Historic Preservation Fund Special Conditions

Attachment B. Environmental Certification

Attachment C. SHPO Apportionment Formula Tier 3 update to HPF Manual

Attachment D. Digital Product Submission Guidelines

Attachment E. Approved application forms:

- a. SF424-Request for Federal Assistance
- b. SF424A – Non-Construction Budget form

ARTICLE XIX – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

RECIPIENT

Recipient's acceptance of all terms and conditions of the agreement are confirmed by the recipient's first draw of funds from the grant funding account.

FOR THE NATIONAL PARK SERVICE

Signature and date on PRISM cover sheet

Megan J. Brown
Awarding Officer and
Chief, State, Tribal, Local, Plans & Grants

Date

Attachment A
Historic Preservation Fund Special Conditions

1. ELIGIBLE COSTS

Eligible costs under this award are as described in this Notice, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).

For this program they also include:

- a. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA): Administration, Local Government Certification, Development/Covenants, National Register, Planning, Review & Compliance, Survey and Inventory, and Tax Incentives;
- b. Administrative costs necessary to complete and administer the grant requirements;
- c. Rehabilitation of properties;
 - i. Eligible properties include historic districts, buildings, sites, structures and objects listed in the National Register of Historic Places;
 - ii. All work must meet the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
 - iii. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement;
- d. Survey and Inventory of historic resources to determine eligibility;
- e. Cost for administering an easement/covenant for the property;
- f. Cost for any required audits or financial requests;
- g. Cost for the production of a project signs;
- h. Costs for public notice of grant opportunities;
- i. Costs associated with required training or reporting; and
- j. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

2. NPS OVERSIGHT

The NPS will provide oversight of this grant project through the following NPS reviews:

- a. Review and approval of annual and final reporting to include compliance with 2 CFR 200;
- b. Review and approval for compliance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
- c. Review and approval for compliance with Sections 106 (54 U.S.C. § 306108) and 110f (54 U.S.C. § 306107) of the National Historic Preservation Act in coordination with the appropriate State Historic Preservation Office;
- d. Review and approval for compliance with the National Environmental Protection Act (NEPA);
- e. Review and approval of project signage to notify the public of federal involvement;

- f. Any other reviews as determined by the NPS based on program needs or financial/programmatic risk factors (i.e., draft National Register nomination if required, etc.).

3. **COST SHARING/MATCHING REQUIREMENT**

At least 40% non-Federal cost-share is required for costs incurred under this grant program. The recipient agrees to contribute \$707,060.00 in eligible non-Federal matching contributions that are allowable, properly documented, and must be used during the grant period to share the costs for this statement of work. Failure to use the required non-Federal matching share will result in the disallowance of costs reimbursed, and/or the deobligation of remaining unexpended funds.

4. **ADMINISTRATIVE AND INDIRECT COSTS**

The federally-negotiated indirect rate plus administrative costs to be applied against this agreement, by statute 54 U.S.C. § 302902, shall not exceed 25% of the total budget.

Administrative costs are defined as: Allowable, reasonable, and allocable costs related to the overall management of activities directly related to finance (accounting, auditing, budgeting, contracting), general administrative salaries and wages (grant administration, personnel, property management, equal opportunity) and other “overhead” functions (general legal services, general liability insurance, depreciation on buildings and equipment, etc.) not directly attributable to specific program areas identified in the grant agreement. All administrative costs reported must be absolutely necessary for project and/or program implementation, such as the cost items identified in the final grant agreement or items otherwise approved in writing by the NPS Awarding Officer (AO).

5. **DETERMINATION OF RISK**

In accordance with 2 C.F.R. § 200.205, the application for this award was subjected to a pre-award risk assessment which included a review of information contained within the application, past audits, Federal Awardee Performance and Integrity Information System (FAPIIS), and/or past performance on previous Federal financial assistance awards and other factors.

This award has been determined to be a Low risk.

6. **NAGPRA COSTS ARE UNALLOWABLE**

Cost related to Native American Graves Protection and Repatriation Act (NAGPRA) activities are unallowable under this agreement. Funds for NAGPRA activities are available through the NPS National NAGPRA Program.

7. **EQUIPMENT PURCHASES**

Each item of equipment purchased under this award must be approved specifically and in writing by the NPS prior to purchase to confirm the allowability of the costs. Approval of the application is not approval of equipment included within the application. Equipment is defined as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the

lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.

8. PATENTS AND INVENTIONS

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

9. PUBLICITY AND PRESS RELEASES

Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to the NPS. The Recipient must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that the NPS, Department of the Interior, Congressional or other Federal officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that funding for the activity was provided (in part or in whole) by the Historic Preservation Fund (HPF) administered by the National Park Service.

10. REQUIREMENT FOR PROJECT SIGN/NOTIFICATION

HPF funded projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. Signage/notification must be submitted for approval by the ATR in advance. Also the sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this Grant Agreement. At a minimum, all notifications must contain the following statement:

“[Project Name] is being supported in part by the Historic Preservation Fund administered by the National Park Service, Department of the Interior.”

Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is prohibited.

Photo documentation of the sign/notification for development projects must be uploaded to the HPFOnline. Cost of fabricating and erecting notification is an eligible grant cost.

11. CONSULTANTS AND CONTRACTORS.

Consultant/contractor(s) must have the requisite experience and training in historic preservation or relevant field to oversee the project work. All consultants and contractors must be competitively selected and documentation of this selection must be maintained by the grantee and be made readily available for examination by the NPS. Federal contracting

and procurement guidance can be found in 2 CFR 200.318. Maximum rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary per project location. Current regional salary tables can be found on the Office of Personnel and Management website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.

12. REQUIREMENT FOR NEPA COMPLIANCE

All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of the NPS implementation of NEPA, grantees are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant-supported activities, or to certify that no such impacts will arise upon receipt of a grant award. In addition, the NPS has determined that most HPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archeology. For construction or archeology projects, the applicant should use **HPFOnline** to submit an *Environmental Screening Worksheet*, in order to assist the NPS in determining if a Categorical Exclusion (found in NPS Director's Order 12) can be utilized.

13. COMPLIANCE WITH SECTION 106

Pursuant to Section 106 of the National Historic Preservation Act (54 U.S.C. 306108), the NPS and the grantee must complete the consultation process stipulated in the regulations issued by the Advisory Council for Historic Preservation in 36 CFR 800 prior to the commencement of all grant-assisted construction or ground disturbance on the property.

14. COMPLIANCE WITH SECTION 110

Section 110 of The National Historic Preservation Act identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 U.S.C. § 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. See this agreement for submission requirements regarding NHL properties. In addition, Section 110(k) (54 U.S.C. § 306113) prohibits the NPS from funding any grantee or subgrantee that attempts to avoid the requirements of Section 106. Grantees must make every effort to fund preservation projects that do no harm or adverse effects to NHL properties. Should it be discovered a grantee has deliberately damaged a property (e.g., pre-emptive demolition) to avoid requirements, the NPS must be notified to determine, in consultation with the ACHP, if the project can proceed.

15. NPS REVIEW OF PLANNING/DESIGN DOCUMENTS FOR NATIONAL HISTORIC LANDMARKS

The grantee must submit the following through HPFOnline:

1. a site plan that has the north direction clearly marked;
2. a city/county map with the site of the property clearly labeled;
3. set of plans and specifications for the project;
4. photographs (or digital images) of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan;
5. interior photographs of all major rooms and those involved in the project, labeled and keyed to a floor plan;

6. for NHL Districts include overall views of the district from the project area;
7. any additional information that will better enable a technical review of the project to be completed.

The grantee must submit documents for the entire undertaking to the NPS for its review and approval to ensure conformance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, prior to the beginning of grant-assisted work. Work that does not comply with these Standards in the judgment of the NPS will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

16. GIS SPATIAL DATA TRANSFER STANDARDS

All GIS data collected with HPF funds shall be in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage: https://www.nps.gov/crgis/crgis_standards.htm. Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available if requested. Execution of a Data Sharing Agreement between the NPS and the Recipient shall take place prior to collection of GIS data using HPF funds.

17. CFDA INCLUSION IN SINGLE AUDIT

Non-Federal entities receiving financial assistance through the Historic Preservation Fund must include the appropriate CFDA number in the Schedule of Expenditures of Federal Award in their Single-Audit. The CFDA number applicable to this award will be either 15.904, 15.929, or 15.957, as identified on the first page of this agreement document.

18. NOTICE OF FINANCIAL MANAGEMENT REVIEW

As part of government-wide efforts to improve coordination of financial management and increase financial accountability and transparency in the receipt and use of federal funding, the grantee is hereby notified that this award may be subject to higher scrutiny. This may include a requirement to submit additional reporting documentation.

19. CLG PASS-THROUGH

At least 10 percent of the amount awarded to each state (the Federal share of this grant) must be transferred to eligible Certified Local Governments (CLGs) in the state. Funds not obligated to CLGs in the first year of the grant will be recaptured and redistributed to the benefit of the other CLGs. Funds not expended in the second year may be recaptured and reallocated by the NPS or returned to the U.S. Treasury. If the State anticipates possible recapture, they must notify the NPS as soon as possible so they may assist in possible redistribution of the funds.

20. SUBGRANT AWARDS

The awarding of subgrants must follow the general criteria described below in addition to the eligibility factors outlined in the Notice of Funding Opportunity, OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual.

The Grantee must publicly announce the availability of HPF funds and include the following information:

- a. A summary statement of the priorities for funding;
- b. Description of eligible activities for which funding is to be provided;
- c. The total amount available, or expected to be available for subgrants;
- d. An explanation of the required selection process used, including evaluation criteria, that will provide an opportunity for all eligible entities to submit applications and have them considered on an equal basis;
- e. The deadline for submitting the completed application;
- f. Directions to the applicant to include a detailed and specific list of the final products to be accomplished with the subgrant, and to provide a detailed line-item budget that includes all major work elements;
- g. Identification of the donor, source, kind, and amount of nonfederal matching share to be contributed, if applicable;
- h. An explanation that all elements funded must meet the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
- i. An explanation that all subgrants must follow OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual;
- j. Notice of the requirement for easements or covenants for grant assisted preservation work.

To qualify a subgrantee as responsible, the grantee must ensure that a subgrantee will:

- a. Have adequate financial resources for performance, the necessary experience, organization, technical qualifications, and facilities; or a firm commitment, arrangement, or ability to obtain such;
- b. Be able to comply with the proposed or required completion schedule for the project;
- c. Have a satisfactory record of integrity, sound judgment, and satisfactory performance, especially with prior performance upon grants and contracts;
- d. Have an adequate accounting system and auditing procedures to provide effective accountability and control of property, funds, and assets sufficient to meet audit requirements.

NPS oversight of subgrants will include:

- a. Review of selected subgrants;
- b. Review of any physical preservation work for compliance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
- c. Review of any physical preservation work or archeological surveys for compliance with National Environmental Protection Act (NEPA);
- d. Review, in concert with National Park Service regional office(s), physical preservation work as per Section 110(f) (54 U.S.C. § 306107) which clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm;
- e. Verification of submission to FSRS of any subgrants over \$25,000 federal share;
- f. Review of final executed preservation easement/covenant;

- g. Additional requirements as determined for the grantee based on risk or program requirements.

21. UNANTICIPATED DISCOVERY PROTOCOLS

At a minimum, unanticipated discovery protocols for subgrants or contracts shall require the sub-grantee or contractor to immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the SHPO or THPO, sub-grantee or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. With the express permission of the SHPO and/or THPO, the sub-grantee or contractor may perform additional measures to secure the jobsite if the sub-grantee or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

22. REQUIREMENT FOR TRAINING

At the direction of the National Park Service, personnel associated with management of the grant program may be required to attend trainings and/or meetings. The grantee will be provided adequate notice to plan for any required activities; expenses incurred as part of this requirement are eligible to charge towards the grant.

23. FUNDING FOR USE OF UNMANNED AIRCRAFT SYSTEMS (UAS) (AKA DRONES)

HPF funding for UAS usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

If HPF funding is provided to a state, tribal, local, or territorial government, or other non-profit organization, for the use of UAS as part of their scope of work, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

24. DEMONSTRATION OF EFFORT – PERFORMANCE GOALS

In order to ensure the timely and successful completion of all HPF grant awards, the NPS requires acceptable demonstration of effort by the grantee on project work supported by all HPF funded grants. Demonstration of effort means acceptable performance by undertaking meaningful progress on grant-supported activities and complying with award terms and conditions.

25. STRENGTHENING BUY-AMERICAN PREFERENCES FOR INFRASTRUCTURE PROJECTS PER E.O. 13858

Per Executive Order 13858, entitled "Strengthening Buy-American Preferences for Infrastructure Projects" the Recipient shall maximize, consistent with law, the use of iron and steel goods, products, and materials produced in the United States, for infrastructure projects as defined by the Executive Order when the statement of work includes alteration, construction, conversion, demolition, extension, improvement, maintenance, reconstruction, rehabilitation, or repair.

26. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

1) General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2) Proceedings You Must Report

Submit the information required about each proceeding that:

- a) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b) Reached its final disposition during the most recent five-year period; and
- c) Is one of the following:
 - i) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - ii) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - iii) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or
 - iv) Any other criminal, civil, or administrative proceeding if:
 - (1) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (3) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3) Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4) Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report.

Recipients that have Federal contracts, grants, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5) Definitions

For purposes of this award term and condition:

- a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b) Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - i) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - ii) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Attachment B

ENVIRONMENTAL CERTIFICATION

Based upon a review of the application, proposed work, and the supporting documentation contacting in the applications, it has been determined that the proposed HPF funded work meets the criteria for categorical exclusion under the current Interim Director's Order 12 Categorical Exclusions (replacing DO-12 Handbook, Chapter 3, Sections 3.3, 3.4, and 3.5).

Applicable categorical exclusion(s) below apply to all proposed projects **except** development and archeological survey which must be reviewed independently:

F.1 – F.6 – Actions Related to Grant Programs



Megan J. Brown
Chief State, Tribal, Local, Plans & Grants
National Park Service

4/29/2020
Date

Attachment C

SHPO Apportionment Formula Tier 3 update to HPF Manual



United States Department of the Interior

NATIONAL PARK SERVICE
1849 C Street, N.W.
Washington, DC 20240

Memorandum

Date: December 1, 2019
To: Historic Preservation Fund Grants Manual
From: Megan J. Brown, Chief; State, Tribal, Local, Plans and Grants (STLPG)
Subject: SHPO Apportionment Formula Tier 3 update to HPF Manual

The NPS has implemented changes to the apportionment formula for the annual grants to the State Historic Preservation Offices (SHPOs) from the Historic Preservation Fund. These changes will move the \$50million threshold established by Tier 3 of the formula to \$65million to be in better keeping with the Historic Preservation Fund statute. Although provisions in the HPF Grants Manual already existed to address an increase in funding over \$50million that does not warrant a shift to Tier 3, the NPS has determined that the concerns of National Conference of State Historic Preservation Officers were relevant enough to make this change now. These changes to the Historic Preservation Fund Grant Manual were effective October 1, 2019, and will be implemented for FY2020 funding.

This memo also serves as notification that the NPS plans to undertake a review of the apportionment formula in conjunction with the coming 2020 census. This review process will be undertaken by a task force of SHPOs and in consultation with the National Conference of State Historic Preservation Officers and the National Alliance of Preservation Commissions.

Any questions concerning this memo should be addressed to: Megan Brown, 202-354-2020 or STLPG@nps.gov.

HPF MANUAL CHANGE

CHAPTER 2. Section B: (pages 2-1 to 2-2)

B. Apportionment of Funds to State Historic Preservation Office Programs.

The National Park Service shall use the following formula to calculate its recommended apportionment of HPF funds to States.

1. Formula Structure:

a. Three-Tiered Apportionment Formula.

The formula will use three sequential tiers as follows below, subject to adjustment for inflation. See Sections B.1.b, c., d., and e. below for details.

- 1) For annual appropriations up to \$20 million (excluding the Freely Associated States of Micronesia – see Section B.4, below), NPS will allocate all funds to Tier 1 (the Base Award – see Section B.1.c. below).
- 2) For annual appropriations from \$20 million to \$50 65 million, NPS will allocate \$20 million to Tier 1 (the Base Award) and the balance (i.e. up to \$30 45 million) to Tier 2.
- 3) For annual Noncompetitive Factors – see Section B.1.d.below). appropriations higher than \$50 65 million, NPS will allocate \$20 million to Tier 1 (the Base Award), \$30 45 million to Tier 2 (Noncompetitive Factors), and the balance to Tier 3 (Preservation Initiatives – see Section B.1.e. below).

b. Inflation Adjustment

NPS may adjust the maximum dollar amount that it allocates to Tier 1 (or to Tiers 1 and 2 combined) in response to the effects of inflation when warranted and after consultation with the President, National Conference of State Historic Preservation Officers. NPS will base its inflation calculations on the Consumer Price Index that the U.S. Department of Commerce supplies.

c. Tier 1 -- Base Award

Each State will receive an equal share of Tier 1. Assuming \$20 million in Tier 1, this amounts to approximately \$357,000 each State per annum subject to inflation.

d. Tier 2 -- Noncompetitive Factors

NPS will allocate the funds available for Tier 2 equally among three factors:

- 1) Population. NPS will divide one-third of the funds available for Tier 2 based upon each State's share of the 2000 population of the United States. NPS will use U.S. Census data to make the calculations. NPS will use square roots to control extreme values.
- 2) Area. NPS will divide one-third of the funds available for Tier 2 based upon each State's share of the total area of the United States. NPS will use U.S. Census/United States Geological Survey (U.S.G.S.) data to make the calculations. For the purposes of this apportionment formula, a State's area includes water boundaries out to the three-mile limit. NPS will use square roots to control extreme values.
- 3) Historic Resources. NPS will divide one-third of the funds available for Tier 2 based upon each State's share of the total number of residences over 50 years

old as defined and identified in the 2000 U.S. Census. NPS will use square roots to control extreme values.

e. Tier 3 – Preservation Initiatives.

- 1) NPS will base its Tier 3 calculations upon predetermined competitive factors that it develops in consultation with State Historic Preservation Officers and makes known to them no later than the beginning of the fiscal year preceding that of the grant period in which the formula is to be applied.
- 2) ~~The factor(s) for at least one-half of the funds in Tier 3 will relate directly to local level~~
 - a) ~~historic preservation program capacity building and/or~~
 - b) ~~identification, evaluation, registration, or treatment of historic and/or prehistoric properties.~~
- 3) NPS will put Tier 3 in effect only when appropriations are sufficiently more than the Tier 3 threshold to warrant use. If appropriations are only slightly greater than the tier threshold and NPS determines that using Tier 3 would have only a marginal or negligible effect on individual awards would be realized, then NPS will not put the tier into effect. NPS will make this determination after consultation with the President, National Conference of State Historic Preservation Officers.

Attachment D Digital Product Submission Guidelines

The National Park Service’s (NPS) State, Tribal, Local, Plans & Grants (STLPG) Division developed these guidelines to outline the digital product submission process for grant recipients. These guidelines specify the types of products that should be submitted, supply guidance on the file names and formats grant recipients should use, and define how submissions should be made.

Products submitted digitally may be uploaded and shared with the general public through the Integrated Resource Management Applications (IRMA), the NPS’s digital repository system. To see grant products that have already been uploaded, go to IRMA, choose Historic Preservation Fund (HPF) under “Select a Park, Office, Program or Region” and select a category of featured content.

What to submit:

- Provide one digital copy of each deliverable or publication under your grant agreement.
- Deliverables and publications include, but are not limited to, the following materials:

SUBMIT	DO NOT SUBMIT
<p>Reports, plans and guidelines (including historic structure reports, design guidelines, economic impact studies, treatment reports, historic context statements, preservation plans)</p> <p>Substantive event materials (including programs, proceedings, handouts, photographs)</p> <p>Professionally produced content (including books, documentaries, oral histories, presentations and PSAs)</p> <p>Interpretive products (including books, brochures, posters, interpretive tours, coloring books or other youth-focused products, lesson plans)</p> <p>Online content (including websites, story maps, and other web-based projects)</p>	<p>Digital copies saved on CD/DVD-Rs or flash drives (unless arrangements have been made with your grant administrator)</p> <p>Confidential/restricted reports that cannot be viewed by the general public (including archeological reports, architectural reports on federal buildings or restricted sites)</p> <p>Other documentation not intended for the general public (including survey forms, financial records, correspondence)</p> <p>Ephemeral products unlikely to be of future value to the general public (including flyers, postcards, invitations, meeting minutes)</p>

- **Final grant products may be made available to the general public and should, by default, feature the NPS disclaimer.** Printed products must feature a printed disclaimer when feasible. Audio products must include a spoken version of the disclaimer. Video products must include the disclaimer as an on-screen graphic. A disclaimer is not required when it would be unreasonable to do so, such as on size-restrictive publications like postcards or flyers.
- For additional questions about the required disclaimer, consult with your NPS grant manager.

Naming files for submission:

- Name each file you will be submitting using the following naming convention:
[Grant Program]_[Fiscal Year]_[State, if applicable]_[Grantee or Subgrantee]_[Grant Number]_[Short File Description]
- Do not use spaces or special characters (#, %, &, ?) in the file name.
- For “Short File Description,” write a brief (less than 50 characters), unique description that would help someone easily and quickly identify the file.
- If files are part of a series, append the number 001, 002, etc. to the end of the description.
Ex: Audio files submitted under a FY2018 grant by the DC State Historic Preservation Office
SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_JohnDoeInterview001.mp3
SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_JohnDoeInterview002.mp3
- Use the appropriate abbreviation for your grant program in the file name:

Required file formats and resolution standards:

- *Reports and publications:* PDF files saved at 300 ppi (pixels per inch) and 100% of the original document size. When possible, convert original documents to PDFs (for example, saving as PDFs from Word or InDesign files). Otherwise, save high resolution scans of printed materials as PDFs.
- *Photos:* JPEG or TIFF files saved at a minimum resolution of 3000 x 2000 pixels (or 6 megapixels).
 - **When submitting photographs, include captions, photo credit, and a signed release form (if needed).** Photo release forms are available on the [STLPG website](#).
 - **Development (construction) grants must submit at least one before and one after photograph of work completed under the grant.** Refer to the [NPS Documenting Historic Places on Film guidelines](#) for more information on photographing a variety of historic environments and buildings.
- *Videos:* MP4 files saved at a resolution of 1280 by 720 pixels. All videos produced with HPF funding should include closed captioning. When reasonable, provide transcripts of videos as Word documents.
- *Audio:* Uncompressed WAV files. When reasonable, provide transcripts of audio files as Word documents.
- For more information about formatting deliverables, consult the [National Archives' Tables of File Formats](#).

Creating an index file for your submission:

- Include this information in the index file for *each product* that is being submitted:
 - Grant Number
 - Subgrant Number (if applicable)
 - Title of Product
 - Filename
 - Product Creator(s) (give full names and their roles; include up to 5 names or organizations)
 - Date Completed
 - Extent (number of pages, photographs, or length of audio/video files; use when applicable)
 - Description (up to 200 words)
- Save the index file as a Microsoft Word document using the following naming convention:
[Grant Program]_[Fiscal Year]_[State, if applicable]_[Grantee or Subgrantee]_[Grant Number]_Index.docx
Ex: SHPO_18_DC_GranteeHistoricDistric_P17AF00001_Index.docx

Submitting your files:

- Ask your NPS grant manager to send you an invitation to submit your documents through the Department of the Interior's Secure File Transfer website.
- You will receive an email invitation from doi_secure_file_transfer@doi.gov.
- You will have **two weeks** to upload and submit your files after receiving the email invitation. If you do not upload files within two weeks, you will need to contact your grant manager to ask for a new email invitation.
- Create a zipped folder containing all of the files you are uploading. Be sure to include your index file in the zipped folder with all of the products and deliverables you are submitting. Name the zipped folder:
[Grant Program]_[Fiscal Year]_[State, if applicable]_[Grantee or Subgrantee]_[Grant Number]_Products.zip
Ex: SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_Products.zip
- Open the invitation email. Click the "Upload Files" link at the bottom of the message.
- If you are a new user, you will be prompted to create a password for the DOI Secure File Transfer website.
- Once you have created a password and signed in to your DOI Secure File Transfer account, you will be directed to the file upload page.
- Drag and drop files or click the "Select" link on the right side of the file upload page.
- Select the zipped folder from where it is saved on your computer and click the "Upload" button.
- After the files have been successfully uploaded, they will appear on the right side of the page above the "Upload" button. Your grant administrator will be notified that the upload is complete.

Reviewing submitted files:

- When the NPS receives the files, we will review your submitted products for compliance with the HPF grants manual, the *Secretary of the Interior's Standards for Archeology and Historic Preservation*, and any other relevant requirements.
- If there are issues with the submitted files or grant products, your grant manager will contact you and may ask for corrections and resubmission if necessary.
- NPS will also determine whether the submitted products are suitable for sharing with the general public through [Integrated Resource Management Applications \(IRMA\)](#), the NPS's digital repository system. If so, we will upload the files to [IRMA](#) and make them publicly available.

Attachment E

- a. SF424-Request for Federal Assistance
- b. SF424A – Non-Construction Budget form

MINUTES
STANDING
COMMITTEES

BUDGET WAYS & MEANS COMMITTEE
MONDAY, MAY 11, 2020 5:30 P.M.
CITY HALL COUNCIL CHAMBERS

This meeting was conducted by video conferencing due to CDC recommendations in response to COVID-19

MEMBERS PRESENT via VIDEO CONFERENCING: Darren Collier, Alan Snow, Juan Topete and Ray West.

OTHERS PRESENT via VIDEO CONFERENCING: City Administrator Tom Short and City Clerk Traci Cox.

Mr. Snow called the meeting to order at 5:30 P.M.

***NOTE:** All areas *“italic”* below were submitted to the Committee in a pre-meeting memo by Mr. Short.

OLD BUSINESS:

1. **Consideration and approval of minutes from previous meeting.**

Mr. Topete made a motion to approve the minutes of the April 6 Budget meeting.
Motion carried 4-0.

NEW BUSINESS

1. **Consider and discuss Audit engagement letter with KPM for annual audit.**

“Included is a copy of the audit engagement letter for fiscal 2020. KPM confirms their understanding of the services to be provide to the City of Carthage, Missouri, for the year ended June 30, 2020. They will audit the financial statements of the governmental activities, the business-type activities, and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Carthage, Missouri, as of and for the year ended June 30, 2020. They will also audit the financial statements of the discretely presented component unit as of and for the year ended April 30, 2020. The Committee is being asked to recommend a Resolution authorizing the Mayor to sign the Engagement Letter.”

Mr. Short discussed the engagement letter which includes an increase of \$400 for audit services. Mr. Topete moved to recommend to council a Resolution authorizing the Mayor to sign the Engagement Letter. Motion carried.

2. **Consider and discuss Draft Budget Calendar for fiscal 2021.**

“Included is a Draft revised budget calendar for fiscal 2021. As was reported previously, the City Council decided to pause the budget process for the Fiscal Year 2021 budget because of events involving the City’s Coronavirus Emergency Declaration and the Governor’s Stay Home Order in relation to the COVID 19 emergency, until at least the end of the fiscal year or until things return to some sense of normalcy. The Council determined that proactive measures were necessary to prevent death or injury of persons,

to protect the public peace, safety and welfare, and alleviate damage, loss, hardship or suffering during this emergency. Additionally, the full economic impact of these decisions/policies have yet to be seen, but will inevitably materialize. This is one of the reasons why we think starting the process after the normal first quarter may enable us to get a better handle on the economic impact and make adjustments accordingly if needed. We will present several scenarios for planning purposes. Include is a prior spreadsheet sent to the Committee with various scenarios. We'll go into a little bit more of the specifics of the calendar at the meeting. Just an FYI, from the Missouri Times May 7, 2020; Amid the global COVID-19 pandemic, Missouri legislators came back to the Capitol with a focus on passing the state budget before May 8. Sen. Dan Hegeman, chair of the Appropriations Committee, said the goal was to cut about \$700 million in the budget, which the House did. The Senate was able to cut an additional \$10 million from the budget in committee, he said."

Mr. Snow reviewed the revised budget calendar with the committee. Mr. Short explained everything has been postponed one quarter to allow staff to refine revenue estimates due to the unknown financial impact of the pandemic. Mr. Collier moved to accept the draft budget calendar as presented.

3. Staff Reports.

*"Sales Tax Numbers: May's receipts for the General Fund's 1% Sales Tax indicated an increase over last May's receipts of \$11,369. This was an increase of 6.77%, and essentially erased last month's negative number. Year-to-date numbers indicate an increase of 0.48% over last year-to-date for the same time period. With one month left in the fiscal year for Sales Tax receipts, we expect we'll make budget and possibly exceed it by a few thousand dollars. The Sales Tax Report is included. Because of the lag in reporting, we know that the numbers to-date include some "panic" buying due to perceived shortages of various commodities during the pandemic. We expected an uptick in Sales Taxes due to the perceived shortages of various commodities during the pandemic and think this will continue for at least the month of June's receipts. After that, we're still reviewing reports to determine our future projections. We are still concerned with the financial impact of the COVID-19 pandemic. Budget statements for April 2020 are included in the packet. These include the **Summary Statement** for all funds and the detail for the **General fund, Golf and Public Health Fund**. April represents the 83% level of the budget year. On the revenue side, several funds are below this level. We'll go into a little more detail about these at the meeting. **Investment Report:** the investment report for April is also included in the packet. We'll go over this report at the meeting too. I've included some wording for **contracts** the City may execute with Agencies regarding plans, performance, and compensations. This basically arose from the Committee on Insurance, Audits & Claims regarding the CVB Contract and personnel changes it was undergoing a few months ago. **Previous Budget Correspondence;** for informational purposes, I've included some previous correspondence about the fiscal 21 budget that was previously sent to the Committee and the Council regarding the economic impact of the COVID-19 virus."*

Mr. Short reviewed the sales tax revenues which are up, possibly due to panic buying

attributed to the pandemic. Sales tax revenues following the 2008-2009 recession are being used for guidance in future revenue estimates. In reviewing the budget statements, Mr. Short stated a supplemental appropriation may be necessary for the Golf Course Fund. Interest revenues have decreased and will need to be adjusted in the next fiscal year.

4. **Other Business.** None

ADJOURNMENT: The meeting adjourned at 6:00 P.M. on motion by Mr. Collier.

Respectfully submitted,
Traci Cox

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS
TUESDAY, MAY 12, 2020
5:00 p.m.

This meeting was conducted by Zoom video conferencing due to CDC recommendations in response to COVID-19.

COMMITTEE MEMBERS PRESENT via VIDEO CONFERENCING: Ceri Otero, David Armstrong, Kirby Newport and Ed Barlow.

OTHER COUNCIL MEMBERS:

OTHERS PRESENT: City Administrator Tom Short and City Clerk Traci Cox via Video Conference

Chair Ceri Otero called the meeting to order at 5:00 P.M.

OLD BUSINESS:

Approval of minutes from previous meeting: On a motion by Mr. Armstrong, the minutes of the April 28, 2020 meeting were approved 4-0.

Review and approval of the Claims Report: The Committee discussed items regarding the Claims Report. Mr. Newport moved to approve the claims. Motion carried 4-0.

NEW BUSINESS:

- 1. Staff Reports:** Ms. Cox reported the City will be changing purchasing cards from Simmons Bank to Guaranty Bank. There will be an annual fee of \$99, but there is a rewards program that will offset those expenses. Mr. Short reported Municipal Court will resume on May 28. A meeting is scheduled later this week to discuss court operational guidelines. Also, a plan is being prepared that will move half of the City Hall staff upstairs temporarily to maintain social distancing during the pandemic.

ADJOURNMENT: Mr. Armstrong made a motion to adjourn at 5:11 PM. Motion carried 4-0.

Traci Cox
City Clerk

City of Carthage



Public Safety Committee – Minutes

Meeting Date: May 18, 2020

Meeting Location: Virtual Meeting

Call to Order: Chairman Harrison

Time Called to Order: 5:30pm

Attendance:

Chairman Harrison, Councilman Collier, Councilman Newport, Councilman Snow, Chief Williams, Chief Dagnan, Morgan Housh, Nate Dally, Mayor Dan Rife, Tom Short, David Armstrong,

OLD BUSINESS

Councilman Snow made the motion to accept the minutes from the previous meeting as written. Motion passed.

CITIZEN PARTICIPATION

No citizen participation was present at this meeting.

NEW BUSINESS

1. Chief Dagnan presented for Cherry Babcock due to the COVID-19 and having the zoom meeting. Cherry Babcock would like to have a Carthage Square jamboree on June 6, 2020. This is a folk art type of festival that will be held on the north side of the square from 8:00am to 4:00pm. She is requesting the north side of the square to be closed during those hours. She is aware that there may be some Governor's guidelines that she may have to abide by. Councilman Snow made a motion to close the North side of the Square on June 6th from 8am-4pm for the Folk Art Festival. Motion passed.
2. Councilman Newport discussed his concerns with the committee on how he felt that in February there was no decisions made for the citizens on the Pit bull discussion/ Carthage Code of Ordinances. He would like a repeal of section 4-5.1 – Pit bulldogs prohibited of the Carthage Code of Ordinances. After lengthy discussion with the committee, Councilman Newport made a motion to send this repeal to council. The motion did not pass. Councilman Newport voted yes, Chairman Harrison, Councilman Collier, and Councilman Snow all voted no.
3. Councilman Newport is requesting a council bill be drafted to accomplish instituting reporting requirements regarding police use and/or acquisition of surveillance technology. Councilman Newport is concerned with the way that some law enforcement surveillance technology could be used to capture pictures of citizens without them knowing and where and how long those photos are stored. Chief Dagnan spoke for the CPD that they are currently not using any surveillance technology (such as ring doorbell systems, or the license plate reader). However when an individual is in a public place it is not illegal to take a photo of them out in public. The City Attorney, Nate Dally, also spoke with the committee again when things are done in public it is not a violation if a photo is taken being that it was done in public. Also that if the committee were to want a bill for the city he would have to draft something that was tailored to the City of Carthage and then the committee would have to go back through and decide what parts they would like approved and then send to full council. After lengthy discussion between the committee members, Councilman Newport made a motion to table the discussion till there is a draft ordinance and bring back to June meeting. Motion did not get majority votes. Councilman Newport and Councilman Collier voted yes, Chairman Harrison and Councilman Snow voted no. The motion failed.

Persons with disabilities who need special assistance – please contact the Fire Department at 417-237-7100, or the Police Department at 417-237-7200 at least 24 hours prior to the meeting.

4. Staff reports

a. Fire Department

- i. The Fire Department received an anonymous donation of a gas grill that was delivered by Lowes last week. Chief Williams asked for permission to accept the donation of the gas grill. Councilman Collier made a motion to forward to full council in the form of a resolution to accept the anonymous donation of a gas grill to the Carthage Fire Department. The motion passed.
- ii. The CFD has a washer extractor bid out currently. The bid packets will be opened on Friday.
- iii. The CFD has a new fire engine ordered and should be in production quickly and projected completion as of right now is August 15, 2020.
- iv. Will be looking at ordering new PPE (bunker gear) for 5 fireman before the end of this budget year.
- v. Finishing up few small projects at Station 2
 1. The CPD is currently operating out of the training room due to the COVID-19 pandemic.
- vi. ISO has given credit for Station 2 and some residence have seen the benefit of the lower insurance rates.

b. Police Department

- i. The CPD is waiting for the Governor's guidelines on June 1st to come out. They have ran a few COVID calls, have been able to get lots of information to the public about the pandemic, and have also made changes to City Staff COVID meeting dates.
- ii. Chief Dagnan updated the committee on the Humane Society numbers.

Councilman Collier made a few closing comments on how he has enjoyed being on this committee and how this would be his last meeting.

Councilman Snow made a few closing comments to the council members who will be leaving the committee.

ADJOURNMENT – Councilman Snow made a motion to adjourn. Motion passed.

Next Meeting Date: June 15, 2020

Next Meeting Location: TBD

Persons with disabilities who need special assistance – please contact the Fire Department at 417-237-7100, or the Police Department at 417-237-7200 at least 24 hours prior to the meeting.

PUBLIC SERVICES COMMITTEE

May 19, 2020
City Hall
326 Grant Street

Public Services Committee Members Present; Juan Topete, Ed Barlow, and Mike Daugherty, James Harrison

Members Absent;

Staff Present; Tom Short, Mark Peterson, and Kailey Williams

Non-Members Present:

At 5:30 P.M., Mr. Topete called the meeting to order.

Mr. Topete moved to approve minutes from the April 2020 meeting. Motion carried.

NEW BUSINESS:

1. Consider and Discuss 2003 Ford F-150 Park Department Truck for Surplus.

Mr. Peterson discussed mechanical issues with the 2003 F150. The total cost of the repair would cost about \$4,000. The age and condition of the truck would bring in approximately \$1500 through a bid process. All things factored in it would be best to make the truck surplus. There is a scheduled replacement in upcoming capital for this truck.

Mike Daugherty made the motion to accept the 2003 Ford F-150 Park Department truck for Surplus. Motion Carried.

STAFF REPORTS

Parks and Recreation Director- Mark Peterson

Riverside Fireworks- contract has been signed and is ready to go. First invoice has been sent in to pay first 50% of the contract price. The remaining balance will be paid after the show. Budget adjustment was made of \$930 to meet the upgraded show price.

Hallam Field -In Municipal Park, after the last storm we had on April 28th, we had a light pole fall down. That pole was associated with the Adult Softball field. The significance with that pole is it had the meter attached to it from CWEP that came down with it. The issue is we were grandfathered into a situation with CWEP with the old code. The meter cannot go back up on a light pole. We will need new wiring a new meter in the proper location and a new breaker box. This brings up the subject of lighting. We have had

problems with the lighting with Adult Softball. The solution last year was for the softball teams to move out to Fair Acres and use the southeast field with lights. After the baseball season was done. At Hallam Field, the lighting that was put up is spotlights rather than field lighting. These spotlights do not have the field coverage needed to provide safe light coverage for play. In the masterplan process, everything including the adult softball field will be analyzed. A rough estimate of total repairs would be \$30,000.

Carthage Library- Central Park wants to provide a program called "Story Walk." They will be using signage similar to election signs. Carthage Library would put book pages on the signs around the park to encourage citizens to come out and walk the park and read pages from books. The signs come with QR codes that will tell them how many people are viewing the signs. We will work with the Library to promote this event. Library said they would move signs to help with mowing.

Kellogg Lake- The fountain is currently down. During one of the storms, the fountain was struck by lightning. The fountain needs a new GFI (Ground Fault Indicator) unit that will cost about \$1,000. The fountain will be up in going in about a week.

Kids Fishing Day- Cancelled for 2020. Talked with David Lawhon about canceling the event. Reason for cancellation is not being able to provide the same amenities as in the past. We would rather give kids the same experience as they have had in years past next year. Juan Topete said they would do the 20th year anniversary next year even though it would have been this year. They will stock the lake with more fish next year and have more prizes for the kids. They are also considering giving funds to the Assistant Professor of Biology from Missouri Southern who has found 3 rare species at Kellogg Lake. A turtle and 2 types of snakes that have not been documented in Jasper County for over 100 years. These funds would help to provide a herpetological survey through the Professors class and they would present the findings to the city. The professor and 10-12 students would come out to the lake for 3 weekends approximately 8-10 hrs. per day and do the survey work.

Pools- Mr. Peterson spoke about the pools and what is going on with them. Municipal pool is ready to go. Municipal Pool will open Saturday and Central will open on Monday. Everything is prepared for the opening. The staff will be given PPE to wear. Continuous cleaning will happen often with high touch areas. Spacing of the lounge chairs will be placed 6 ft. apart from each other. Juan Topete noted if the chairs will be chained down so people don't pull them or try to steal them Mr. Peterson said no the chairs will not be locked down. The water leak was found at Central Park pool. The leak was a water line with a simple fix. James Harrison was happy they found the leak. The leak was found about a foot outside the concrete and only 8-12 inches down. CWEP came out and helped find the leak. At Central park pool related to a capital item, \$14,000 which was going to be for resurfacing base of the pool. We have run into a code issue that was not forecasted. They would need to bring a drain issue up to code by taking out the whole base of the pool and replacing the drain and base.

Master Plan updates- Mr. Peterson noted that he has been communicating with key

stakeholders to them know there is a delay of the second reading of the contract. It is scheduled for 6/23 and meetings should be arranged in early July. Ed Barlow asked what role our community holds. Mr. Peterson said there is a plan to put a steering committee together which will include many representatives.

Paddle Battle- Mr. Peterson spoke with Kip Smith regarding paddle battle requesting the use for Kellogg Lake. Paddle Battle was a huge success last year. Mr. Smith had concerns for this year with the current situation going on. The committee gave an informal approval. Mr. Peterson said he would tell Mr. Smith to process as normal unless told otherwise. Mr. Topete asked if they are required any insurance for this type of event. They are required to have a two million dollar liability policy for Paddle Battle. Same resources will be provided such as tables, trashcans, and access to the river for rafts. Mr. Topete asked if we are looking for any way to recoup some of the money for man hours. For the City of Carthage, there is nothing in place to recoup some of the money. Mike Daugherty said he does not agree with the idea of fees. Until now, we have always allowed people to use the parks and we have not ever charged for it. Mr. Short asked if the event was a fundraiser to raise money for a certain project. The money was for the Kellogg Lake Board. Mr. Topete noted that some of the Paddle Battle money is donated to the board and some is taken out for the advertisement. Mr. Daugherty noted that one of the perks for living in Carthage is the use of the parks. Mr. Topete said he thinks we should start charging for certain things. Mr. Peterson agreed with Mr. Daugherty, but also noting it is a gray area and we plan to analyze our fee structure related to the events. Memorial Hall charges a fair amount and people still reserve for events. Looking into later on to see what could happen and see if we could add more into the parks department to help with costs. Mr. Peterson noted that it has not been that way before and the questioning has come up several times. We should not put it in place until we have a good direction on some data. Ed Barlow noted that there could be some validity with charging for someone who advertises for his or her business while using our services. Mike Daugherty liked what Mr. Barlow noted.

Golf Course and revenues- Mr. Peterson filled us in with the April revenue for the Golf course. The revenue was down with being closed for two weeks. Our challenge is making estimates on revenues and moving forward for this year and next year. There is a lot of unknowns right now. Mr. Peterson has been visiting with Mr. Short added with Covid, it has had a big impact on the budget citywide. We have been running behind on the budgeted revenues which will impact this fiscal year. Mr. Peterson said there has been many event cancellations which have gone all the way through June. Some of the events have been rescheduled to later in the year.

Baseball/Softball- Mr. Peterson noted that everyone is working very well on handling our guidelines there have been no complaints.

Civil War Museum- Mr. Peterson said that we built and installed a Plexiglas barrier for the attendant.

Parks in General- Mr. Peterson mentioned there has not been a significant amount of

issues with social distancing. There have been some instances that many raise some questions as to whether the guidelines are being followed. Soccer at Fair Acres, basketball and some others. Mr. Peterson said he believes they are doing a good job and there should be some level of personal responsibility with following the rules. Some communities have decided to not partake in baseball and softball. We have seen some migration of folks coming to play in our leagues from different cities such as Sarcoxie and Diamond. Joplin guidelines are set looser than others. Ed Barlow asked for an update with the pickle ball courts. Mr. Peterson noted our first priority was to get the pools ready and the second is to get the concrete work started for the Pickle Ball courts. Another high priority is the new shelter going up at Municipal Park. We need help from the Street Department, CWEP to build the structure and get that set up.

Memorial Hall events- Mr. Peterson said as we move into June with the bigger events. We are still trying to find out with some things. Mr. Peterson is telling people to move forward. There are 2 events at Memorial Hall on June 13th and June 27th that estimate up to 400 people by the event planners. Looking at a capacity of 125 people for the main auditorium. Mr. Short added that the guidelines we have now are subject to change at any time by the end of the month. Mr., Peterson has spoken with Melanie Blizzard and she will be getting into contact with the people.

Golf events- Mr. Peterson said that the situation with the events at the Golf Course are similar. An event could hold up to 125 people. They have set it up were in the club house only has 14 people inside at any time. They have put X's on the floor showing people were to stand. They will keep this up until further notice. Mr. Peterson continued saying that they have recommended box lunch set up instead of a catering set up. They have also recommended that at the finish of the event the send out emails with the results and the follow up events to prevent the big gatherings.

Mr. Daugherty made a motion to adjourn the meeting. Motion Carried.

Meeting adjourned at 6:45 P.M.

***MINUTES
SPECIAL
COMMITTEES
AND BOARDS***

DRAFT

The Carthage Public Library Board of Trustees met in special session on Wednesday, March 18, 2020 in the Carthage Public Library Board Room. The meeting was called to order at 9:00 am by Peggy Ralston, President

APPROVED

Roll Call

Board Members present were: Donna Maggard, Gary Cole, Peggy Ralston, Carrie Campbell and Sandy Swingle. Also present was Library Director Julie Yockey. Board members Eric Putnam, Kevin Johnson, Mariam Putnam and Justin Baucom were absent.

New Business

A motion was made by Gary Cole and seconded by Donna Maggard to close the Carthage Public Library in response to COVID-19 pandemic, until further notice. Motion passed unanimously by those present.

Respectfully submitted,


Sandy Swingle
Vice-President

Carthage Chamber of Commerce Board of Directors

Thursday, March 19, 2020

Members present:

Roy Mason, Chair
Elizabeth Simmons, Vice Chair
Kimberly Fullerton, Treasurer
Becky Andrews
Paul Eckels
Robert Goar
Reed Hoagland
Scott Watson
Tom Flanigan, ex-officio
Stephanie Howard, ex-officio

Members absent:

Jeanette Clem
Dr. Jon Haffner
John Lenahan
Manny Maturino
Tom Short, ex-officio
Greg Wolf, ex-officio
Liaisons present:
Niki Cloud

Liaisons absent:

Mike Daugherty
Jeremiah Johnson

Staff present:

Mark Elliff, Pres/Sec
Neely Myers
Colette St. Peter

Guests present:

Abbi Almandinger

I. Call to Order

Chair Roy Mason called to order the regular meeting of the Board of Directors Meeting at 7:30am on March 19, 2020 at the Carthage Chamber of Commerce. Guests Abbi Almandinger (Vision Carthage).

II. Consent Agenda

Elizabeth Simmons motioned to accept consent agenda with a second from Robert Goar. Motion passed.

III. Partner Report

- a) CVB: Niki Cloud reported Food Truck Friday has been canceled for April and will monitor the current situation for future cancellations. Eric The Travel Guy crew will be in Carthage April 7-9th for filming. Ads have been placed recently promoting Carthage tourism. Niki announced her resignation as CVB Director and her last day will be April 14th.
- b) Ministerial Alliance: Jeremiah Johnson not present

IV. President's Report

Due to COVID-19 and the associated disruption, the Chamber is providing information to members/non-members regarding business updates, cancellations, closures and all programs available to help small businesses while letting others post on the actual virus and safety precautions. Actions are being taken for staff to work remotely should the Chamber need to close. The 10-person rule is in place regarding gatherings at the Chamber. According to the State, the economic outlook indicates a short and swift recession. The Chamber accounts receivables are still too high but miscommunication with invoicing of the City's ED contract was identified. Invoices were re-submitted which will positively impact the bottom line. The Chamber will be reaching out to small business to let them know we're here to support them.

V. Other Business

Chair Roy Mason announced he had been invited to a meeting with the City Administrator, Mayor and CWEP regarding the economic development contract. The date is still to be determined.

VI. Adjourn

Motion to adjourn made by Robert Goar with a second by Elizabeth Simmons.

Carthage CVB Board Meeting Minutes

April 8, 2020

Members Present: Mishell Hoover, Gregg Wolf, Stephanie Howard, Jonathan Roberts, Becky Andrews, Kim Bausinger, Michael Goolsby, Mark Elliff, Niki Cloud

Meeting called to order at 8:03am by Mishell Hover via conference call.

Approval of Minutes: A motion was made by Michael, second from Jonathan and passed to approve minutes from the March 11, 2020 meeting.

Treasurer's Report- Copies of the Balance Sheet & Profit & Loss from March 31, 2020, were presented.

The lodging report was not provided from the city. Once the report is received, Niki will email it to the board.

A motion was made by Stephanie, second from Gregg and passed to approve the financial report.

Old Business-

Food Truck Friday-The event has been canceled for April and May due to COVID19.

Wayfinding Signs-CDL took down 3 signs on the south side of town to fix the vinyl, those are back up. Phase 5 will be on hold until funding is completely secured.

New Business-

FY21 Grants-The deadline has been moved back 2 months due to COVID19. Marketing Platform Development will be due June 15, Marketing Matching Grant will be due July 15

City Liaison Report-No report, not present

Chamber Report-Starting to work on the Maple Leaf Brochure, Chamber developed the Carthage is Open Facebook page to help get information out during COVID19, Schreiber project still in the works, Carthage economy should stay good if the COVID19 peaks in the next week or so.

President Report-Anthea was not present to report

Executive Director Report-Niki went over questions asked about FTF, grants, Erik the Travel Guy and other items that will need to be taken care of with her resignation.

A motion was made by Jonathan, second by Mishell to remove Niki Cloud from all Carthage Convention and Visitors Bureau bank accounts effective April 15.

Committees were established to help during the directors' absence.

Wayfinding-Anthea (Mark Peterson with Parks, Melanie Blizzard with Memorial Hall)

Missouri Division of Tourism-Mishell

A motion was made by Jonathan, second by Stephanie to establish a committee for Erik the Travel Guy to include Mishell, Becky & Michael

A motion was made by Jonathan, second by Mishell to establish a committee for Food Truck Friday to include Kim and Stephanie. (Richard Graves with CVB, Brian Bradley with Parks)

A committee was formed to search for a new director: Anthea, Mishell, Jonathan, Stephanie, Kim

A motion was made by Stephanie, second by Gregg to adjourn and go into closed session.

The board went into closed session at 8:41am

The board came out of closed sessions at 9:14am

A motion was made by Jonathan, second by Stephanie to adjourn the meeting at 9:14am

The next meeting will be May 13, 2020, 8am, location to be determined.

CWEP BOARD MEETING MINUTES

May 20, 2020

The Carthage Water & Electric Plant Board met in regular session May 20, 2020, 4:00 p.m. at the CWEP Office, 627 W Centennial, Carthage, MO.

Board:

- Neel Baucom- President
- Danny Lambeth -Vice President
- G. Stephen Beimdiek -Secretary
- Darren Collier -Liaison

- Brian Schmidt - Member
- Ron Ross – Member
- Pat Goff - Member

Staff:

- Chuck Bryant-General Manager
- Cassandra Ludwig-General Counsel
- Jason Peterson-Director IT & Broadband
- Megan Stump- Executive Assistant
- Megan Milliken-Customer Relations Mgr.

- Jason Choate-Director of Water Services
- Kelli Nugent/CFO
- Kevin Emery-Director of Power Services
- Stephanie Howard-Director of Business & ED

President Baucom called the meeting to order at 4:00 p.m.

ADDITIONS/CHANGES TO THE AGENDA: None.

APPROVAL OF MINUTES:

A motion by Goff and seconded by Schmidt to approve the minutes of the regular meeting of April 16, 2020 as presented passed unanimously.

APPROVAL OF DISBURSEMENTS:

A motion by Goff and seconded by Schmidt to approve disbursements for April in the amount of \$3,000,191.37 passed unanimously.

FINANCIAL STATEMENT:

CFO Nugent presented the financials for April noting that the net income for the utility combined exceeds the full year budget amount by \$1.45 million. Operating revenues for all departments except Electric were higher than budget for the month. The same trend applies for year to date. Operating expenses were slightly higher than budget for the month for Water and Wastewater but lower than budget for Electric and Communications. However, year to date, operating expenses are lower than budget for all departments except Wastewater. She noted

that for the year to date power and water loss percentages came in at 1.57% and 11.98%, respectively.

A motion by Goff and seconded by Schmidt to approve April financials passed unanimously.

COMMITTEE REPORTS: None.

CITIZEN'S PARTICIPATION PERIOD: None.

OLD BUSINESS: None.

NEW BUSINESS:

RECOMMENDATION OF GPS ELECTRICAL DISTRIBUTION FIELD INVENTORY INSPECTION

General Manager Bryant noted a formal solicitation was issued for a GPS field inventory inspection project for CWEP's electrical distribution system. A pre-proposal meeting was held for firms interested in the project. CWEP received three proposals with Davey Resource Group, Inc. submitting the lowest proposal in the amount of \$215,661.47. GM Bryant recommends rewarding this project to Davey Resource Group, Inc.

A motion by Beimdiek and seconded by Goff to award Davey Resource Group, Inc for the GPS field inventory inspection project in the amount of \$215,661.47, passed unanimously.

CONSIDERATION ON THE PURCHASE OF A SUBMERSIBLE PUMP

General Manager Bryant is requesting approval for the purchase of a high-efficiency Flygt submersible pump that will serve as a backup to CWEP's levee lift station. Bryant reported there is only one authorized sole source distributor in this territory that this specialized design pump may be purchased from, which is JCI Industries, Inc. Therefore, the request for formal bids will not be required. Bryant noted this distributor has not only provided similar products to CWEP previously but also has properly trained staff to offer service on these products and replacement parts if needed.

A motion by Beimdiek and seconded by Schmidt to approve the purchase of a high-efficiency Flygt submersible pump from JCI, Industries, Inc., passed unanimously.

SELECTION OF BOARD OFFICERS FOR 2020-2021

Goff reported on behalf of the Nominating Committee, presenting a slate of officers for the upcoming year as follows: President- Steve Beimdiek, Vice President- Danny Lambeth, and Secretary- Ron Ross.

A motion by Schmidt and seconded by Goff to approve the slate of officers as presented passed unanimously with terms to take effect in June.

STAFF REPORTS:

General Manager Bryant commended staff on continuing to step up to the plate during these trying times. He reported Customer Service has been handling the changes exceptionally well. GM Bryant noted crews have still been busy, work has not slowed down with new subdivisions and projects continuing to move forward. Bryant gave a brief presentation on CWEP's monthly cash receipts. He noted the AMI project is moving forward, staff is currently reviewing a draft contract and scope of work documents from Anixter for the AMI project. GM Bryant expressed his appreciation to Liaison Darren Collier and congratulated him on his retirement from City Council.

CFO Nugent praised Human Resource Manager Kyle Fewin for working well with CWEP staff during the COVID-19 pandemic.

Director of Power Services Emery noted a one month follow up for transformer 2-1 resulted with low ethane levels.

Director of Water Services Choate noted the water and wastewater departments have several projects right now.

General Counsel Ludwig gave a legislative update.

Director of Business and ED Howard gave an update on the Schreiber development.

Director IT & Broadband Service Peterson noted the tech team are wrapping up fiber service installations for Water View Estates.

BOARD MEMBER COMMENTS:

Baucom on behalf of the Board acknowledged Liaison Darren Collier for all his time throughout the years.

At 4:49p.m. the meeting adjourned.

President – Neel Baucom

Secretary – Steve Beimdiek

***AGENDAS
STANDING
COMMITTEES***

City of Carthage



NOTICE OF MEETING

Public Safety Committee – Agenda

Monday May 18, 2020
5:30 p.m.
By Video Conference

TENTATIVE AGENDA

In response to the Coronavirus pandemic and pursuant to the Declaration of Emergency within the City of Carthage, this meeting will be held by on-line video conference. If you would like to listen to the meeting, access information is provided below. For questions, contact Morgan Housh (417)237-7100.

All citizen questions/concerns over topics that are to be discussed can be submitted to publicsafety@carthagemo.gov. If you do not have internet access please call Chief Dagnan for questions over agenda topic at (417)237-7200.

If you would like to listen to the meeting please call by telephone #346-248-7799. You will have to enter the ID# 840 7381 0195 with a password of 836431. This will allow you to listen to the meeting.

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting.

CITIZEN PARTICIPATION

1. No Citizens Participation

NEW BUSINESS.

1. Folk Art Festival June 6th – Cherry Babcock
2. Consider and discuss Repeal Section 4-5.1 – Pit bulldogs prohibited of the Carthage Code of Ordinances
3. Consider and discuss Institute reporting requirements regarding police use and/or acquisition of surveillance technology
4. Staff reports
 - a. Fire Department
 - b. Police Department

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

POSTED: _____

BY: _____

**-NOTICE OF MEETING-
PUBLIC SERVICES COMMITTEE
TUESDAY May, 19th 2020
5:30 P.M.
BY VIDEO CONFERENCE**

AGENDA

In response to the Coronavirus pandemic and pursuant to the Declaration of Emergency within the City of Carthage, this meeting will be held by on-line video conference. If you would like to listen to the meeting, access information is provided below. For questions, contact Kailey Williams Parks & Recreation Department (417) 237-7035 or k.williams@carthagemo.gov. If you would like to listen to the meeting please call by telephone ~~#346-248-7799~~. You will have to enter the ID# 871 6559 6538 with a password of 928372. This will allow you to listen to the meeting.

Old Business

1. Consider and approve minutes from previous meeting.

Citizens Participation (Citizens wishing to address the Council or Committee should notify the City in advance, and provide the item they wish to address in written format at least 24 hours prior to the meeting through this FORM. Residents who do not have internet service may call the Park office at 417-237-7035.)

New Business

1. Consider and Discuss 2003 Ford F-150 Park Department Truck for Surplus.

Staff Reports

Other Business

ADJOURNMENT

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

Posted: _____

By: _____

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS
May 26, 2020
5:00 PM
BY VIDEO CONFERENCE

In response to the Coronavirus pandemic and pursuant to the Declaration of Emergency within the City of Carthage, this meeting will be held by on-line video conference. If you would like to listen to the meeting, access information is provided below. For questions, contact City Clerk Traci Cox (417) 237-7000 or [fill out this form](#).

If you would like to listen to the meeting please call by telephone #346-248-7799. You will have to enter the ID# 828 6982 8439 with a password 357562. This will allow you to listen to the meeting.

Old Business

1. Consideration and Approval of Minutes from Previous Meeting
2. Review and Approval of the Claims Report

Citizens Participation

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

New Business

1. Staff Reports

Adjournment

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

Posted _____

***AGENDAS
SPECIAL
COMMITTEES
AND BOARDS***



Carthage Convention and Visitors Bureau Board of Directors

Board Meeting to be held **Wednesday May 13, 2020 at 8am,**
Quality Inn & Suites, 2701 Hazel Ave, Carthage, MO

Mission Statement: The mission of the Carthage Convention and Visitors Bureau is to develop and promote tourism and overnight stays.

Agenda

Call to order Anthea Harbin
Approval of Minutes of April 8, 2020 meeting

Treasures Report

April 30, 2020 Financials Report Stephanie Howard
Lodging Tax Report

Old Business

Food Truck Friday-June Kim Bausinger
FY 21 Grants

New Business

City Liaison Report Mike Daugherty

Carthage Chamber Report Mark Elliff

President's Report Anthea Harbin

Executive Director's Report

The CVB Directors may vote to go into closed session to discuss personnel issues.

2020 Board of Directors meetings to date = 4

Anthea Harbin	4	Mishell Hoover	4
Gregg Wolf	4	Stephanie Howard	4
Jonathan Roberts	4	Manny Maturino	0
Kim Bausinger	2	Becky Andrews	2
Michael Goolsby	0	Mark Elliff	1
Mike Daugherty	0	Niki Cloud	4

Next meeting to be held June 10, 2020 – Chamber office



AGENDA

Notice is hereby given that the Carthage Water & Electric Plant Board will meet May 20, 2020, 4:00 p.m. at the CWEP Complex, 627 W. Centennial, Carthage. The tentative agenda of the regular meeting includes:

ADDITIONS TO THE AGENDA

APPROVAL OF THE BOARD MINUTES: April 2020

APPROVAL OF DISBURSEMENTS: April \$3,000,191.37

FINANCIAL STATEMENT: April

COMMITTEE REPORTS

CITIZENS PARTICIPATION PERIOD:

OLD BUSINESS: None.

NEW BUSINESS:

1. Recommendation of GPS Electrical Distribution Field Inventory Inspection
2. Consideration on the Purchase of a Submersible Pump
3. Selection of Board Officers for 2020-2021

STAFF REPORTS

BOARD MEMBER COMMENTS

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

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



Commerce • Community • Connection

Board of Directors Meeting

Thursday, May 21, 2020

7:30 a.m.

via conference call (425) 436-6362 Access Code 235941

Vision Statement - To foster and facilitate the success of Carthage area businesses, so our community is financially healthy and the people living, working, and playing in Carthage can enjoy a higher quality of life.

Mission Statement - To improve the overall business climate for our members and quality of life for the community through sponsorship of programs which promote civic and economic development, stimulate growth, and support relevant political action.

Agenda

1. Call to Order
2. Consent Agenda Items
 - a. Approval of March Minutes
 - b. Financial Report
 - c. Committee Reports
 - i. Membership
 - ii. Ambassadors
 - iii. Carthage Leading Ladies
 - iv. Maple Leaf
 - v. Marketing/Expo & Home Show
3. Partner Reports
 - a. CVB -
 - b. Ministerial Alliance – Jeremiah Johnson
4. Chairman's Report
5. President's Report
6. City of Carthage Report
7. Jasper County Report
8. Old Business
 - a. Discussion of Request for Funds-City Economic Development Contract
9. New Business
 - a. As needed
10. Other Business
11. Strategic Planning Discussion

- 12. Upcoming calendar items (handout)
- 13. *Next Meeting - Thursday, June 18, 2020*
- 14. Adjourn

POSTED: _____ BY: _____

2020 Board of Directors meetings total = 2

Roy Mason	2	Robert Goar	2	Niki Cloud	2
Beth Simmons	2	Dr. Jon Haffner	2	Mike Daugherty	0
Kimberly Fullerton	2	Reed Hoagland	1	Stephanie Howard	2
Becky Andrews	2	John Lenahan	0	Tom Flanigan	2
Jeanette Clem	2	Manny Maturino	0	Jeremiah Johnson	0
Paul Eckels	1	Scott Watson	2	Tom Short	0
				Greg Wolf	2

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Darieux K. Adams
Western District Commissioner

JASPER COUNTY COMMISSION



302 S. Main ST
Carthage, MO 64836

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

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

COMMISSION AGENDA
MAY 26, 2020
9:00 A.M.
JASPER COUNTY COURTHOUSE ROOM 101

1. CALL TO ORDER
PRAYER
PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
4. PRESENTATIONS
5. REPORTS AND COMMUNICATIONS
6. ELECTED OFFICIALS/CITIZENS REQUESTS
7. COMMISSIONER'S REPORTS
8. UNFINISHED BUSINESS
9. NEW BUSINESS
 ♦ **Approve the State Bid Proposal for the Purchase of a Freightliner Tractor/Trailer for the Jasper County Highway Department.**
10. PUBLIC HEARINGS

PUBLIC PARTICIPATION FROM AUDIENCE WHEN ADDRESSED YOU WILL BE ALLOWED THREE MINUTES TO SPEAK.

ELECTED OFFICIALS/CITIZENS WISHING TO BE HEARD UNDER ELECTED OFFICIALS/CITIZENS REQUEST MUST REQUEST TO SPEAK TO COMMISSION BY 4:00 P.M. ON THE FRIDAY PRIOR TO THE COMMISSION MEETING ON TUESDAY. CITIZENS SPEAKING TIME WILL BE LIMITED TO FIVE MINUTES.

THE NEWS MEDIA MAY OBTAIN COPIES OF THIS NOTICE BY CONTACTING:
COMMISSION OFFICE, 302 S. MAIN, COURTHOUSE, ROOM 101, CARTHAGE 417-358-0421

NOTICE POSTED MAY 22, 2020 AT 4:00 P.M.

(RSMO 610.020)

CITY OF CARTHAGE

Planning, Zoning, and Historic
Preservation Commission

AGENDA

Date of Meeting: 6/1/2020

Place: City Hall Chambers
326 Grant St.

Time: 5:30 pm



To Consider the following items:

1. Requested by: Sabrina Lynch / Maple Leaf Academy

Project Location: 820 Howard St

Request type: Certificate of Appropriateness

Reason for Hearing: Request for the placement of exterior signage

2. Requested by: Edwin Grundy

Project Location: 119 E Third

Request type: Certificate of Appropriateness

Reason for Hearing: Request for the placement of exterior signage

3. Requested by: Nathan Terry

Project Location: 1123 Grand

Request type: Certificate of Appropriateness

Reason for Hearing: Request to restore/renovate home and to construct a 1700 sq. ft. detached garage

4. Requested by: Heather (McLemore) Stark

Project Location: 1701 S Main St

Request type: Special Use Permit

Reason for Hearing: Request to consider the operation of a Day care Center.

5. Requested by:

Project Location:

Request type:

Reason for Hearing:

Commission Members

Voting Members:	Chairman	Harry Rogers	1350 S Main St	417-358-4527
	Vice Chairman	Abi Almandinger	1220 S Main	417-793-6589
	Secretary	Bill Barksdale	1314 S Garrison	417-388-2464
	Member	Mark Elliff	1511 Grand	417-358-3613
	Member	Levi Utter	502 E Centennial	417-540-6565
	Member	Vacant	Vacant	Vacant
	Member	Jim Swatsenbarg	601 Howard	417-358-1690

Non-Voting Members:	Mayor	Dan Rife	City Hall	417-237-7003
	Councilmember	Ed Barlow		
	City Administrator	Tom Short	City Hall	417-237-7003

Staff:	Public Works Director	Zeb Carney	Public Works Department	417-237-7010
---------------	-----------------------	------------	-------------------------	--------------

CORRESPONDENCE

From: Edwards, Nick <NEdwards@joplinmo.org>

Sent: Thursday, May 21, 2020 1:51 PM

To: jbartosh@jaspercountymo.gov; tflanigan@jaspercountymo.gov; dadams@jaspercountymo.gov

Cc: Carl Francis <cfrancis@webbcity.org>; Staff Shared <staff@carthagemo.gov>;

CJCityAdm@CarlJunction.org; Bolander, Troy <TBolande@Joplinmo.org>;

gary@centralchristiancenter.org; Pekarek, Dan <DPekarek@Joplinmo.org>; Edwards, Peter

<PEdwards@Joplinmo.org>; Haase, Leslie <LHaase@joplinmo.org>

Subject: Regional Planning for COVID Response

CAUTION: This email originated from outside of the organization. Verify all requests or information before clicking any links.

Commissioners,

Thank you for all that you are doing to help coordinate the use of the CARES funding. I am sure you have received many inquiries about the use of funds and how those funds can be distributed.

Today, the City Managers for Webb City, Carl Junction, Carthage, and Joplin met to discuss a regional approach that we believe will help you allocate the CARES funding to the best use. The City of Joplin has contracted with Guidehouse to prepare a Needs Assessment that we believe will help determine the best use of the funds. Guidehouse is the group that helped coordinate the recovery efforts and projects following the tornado using a similar process. As part of the Needs Assessment, Guidehouse will contact the key stakeholders in each community to learn about how the COVID virus is impacting the health and well-being of citizens and businesses in each community. The process is driven by citizen and business owner participation which will help justify the decision to allocate funds to address the needs reflected in the Needs Assessment.

We recognize that there are other more immediate needs that require funds such as the health departments, courts, and other reimbursable items from each City. As Cities, by collaborating, it is our hope that you will consider the allocation of remaining funds based upon the Needs Assessment. We hope to complete the Needs Assessment and present it to you in early July for your consideration.

Please let us know if you have questions or concerns.

Lodging Report as of May

	Gross Receipts	4%	PD Total	
July 2019 Monthly Total	\$248,666.48	9946.66	\$9,946.66	
Aug-19	\$336,910.07	13476.4	\$13,476.40	
Sep-19	349,738.32	13989.54	13,989.53	
Oct-19	195,435.74	7817.43	7,817.44	
Nov-19	215,754.63	8630.19	8,630.19	
Dec-19	157,247.36	6289.9	6,727.25	437.35 penalty
Jan-20	134,834.10	5393.36	5,393.36	
Feb-20	85,118.30	3750.83	3,750.83	
Mar-20	192,879.22	7874.88	8,079.00	204.12 paid
Apr-20				

	Gross Receipts	4%	PD Total	Type	Available	Occupied
GCG, Precious Moments				Luxury		
Boots Motel				Luxury		
Carthage Inn				econ		
Days Inn				Luxury		
Grand Avenue				Luxury		
Guest House				econ		
Super 8				econ		
Monthly Total						

FISCAL YEAR TO DATE \$
(need to hit at least \$102,000)

	Gross Receipts	Total
April 2019 FYI		
April 2018 FYI		

Carthage Convention & Visitors Bureau
Balance Sheet
As of April 30, 2020

	<u>Apr 30, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
Food Truck Friday Guaranty	18,731.39
General Funds Guaranty	69,002.75
Petty Cash	35.57
Reserve MMA Community National	15,365.56
Wayfinding MMA Guaranty	8,499.55
Total Checking/Savings	<u>111,634.82</u>
Accounts Receivable	
Accounts Receivable	1,740.00
Total Accounts Receivable	<u>1,740.00</u>
Other Current Assets	
Inventory Asset	1,079.67
Prepaid expense	3,721.54
Total Other Current Assets	<u>4,801.21</u>
Total Current Assets	<u>118,176.03</u>
Fixed Assets	
Office Furnishings	
Accumulated Depreciation	-4,504.00
Office Furnishings - Other	4,504.00
Total Office Furnishings	<u>0.00</u>
Total Fixed Assets	<u>0.00</u>
TOTAL ASSETS	<u><u>118,176.03</u></u>
LIABILITIES & EQUITY	
Equity	
Retained Earnings	132,237.52
Net Income	-14,061.49
Total Equity	<u>118,176.03</u>
TOTAL LIABILITIES & EQUITY	<u><u>118,176.03</u></u>

1:30 PM
05/05/20
Accrual Basis

Carthage Convention & Visitors Bureau
Balance Sheet
As of April 30, 2020

	<u>Apr 30, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
Food Truck Friday Guaranty	18,731.39
General Funds Guaranty	69,002.75
Petty Cash	35.57
Reserve MMA Community National	15,365.56
Wayfinding MMA Guaranty	8,499.55
Total Checking/Savings	<u>111,634.82</u>
Accounts Receivable	
Accounts Receivable	1,740.00
Total Accounts Receivable	<u>1,740.00</u>
Other Current Assets	
Inventory Asset	1,079.67
Prepaid expense	3,721.54
Total Other Current Assets	<u>4,801.21</u>
Total Current Assets	<u>118,176.03</u>
Fixed Assets	
Office Furnishings	
Accumulated Depreciation	-4,504.00
Office Furnishings - Other	4,504.00
Total Office Furnishings	<u>0.00</u>
Total Fixed Assets	<u>0.00</u>
TOTAL ASSETS	<u><u>118,176.03</u></u>
LIABILITIES & EQUITY	
Equity	
Retained Earnings	132,237.52
Net Income	-14,061.49
Total Equity	<u>118,176.03</u>
TOTAL LIABILITIES & EQUITY	<u><u>118,176.03</u></u>

Carthage Convention & Visitors Bureau
Profit & Loss
 April 2020

	Apr 20
Ordinary Income/Expense	
Income	
Jasper County MDT Grants Funds	
Marketing Matching Grant Income	
Joplin MDT Income	
Joplin Third Party Match	1,740.00
Total Joplin MDT Income	1,740.00
Total Marketing Matching Grant Income	1,740.00
Total Jasper County MDT Grants Funds	1,740.00
Tourism Income	
Souvenir	60.00
Total Tourism Income	60.00
Total Income	1,800.00
Gross Profit	1,800.00
Expense	
Advertising and Marketing	
Advertising	435.51
Conferences-Seminars-Tradeshows	-295.00
Jasper County Grant Expenses	
Marketing Matching Grant	
Carthage reimbursed MDT expense	6,075.33
Joplin reimbursed MDT expenses	3,480.00
Total Marketing Matching Grant	9,555.33
Total Jasper County Grant Expenses	9,555.33
Postage and Freight	15.05
Promotional Materials	1,613.84
Total Advertising and Marketing	11,324.73
Communications	
Internet/Email	10.00
Website	50.00
Total Communications	60.00
Food Truck Friday Expenses	
FTF Logistics	3,117.00
FTF Marketing	17.85
Total Food Truck Friday Expenses	3,134.85
Miscellaneous	88.14
Monthly Cell Phone Stipen	50.00
Payroll Expenses	
Payroll Taxes	205.19
Payroll Expenses - Other	2,708.33
Total Payroll Expenses	2,913.52
Professional Fees	272.00
Travel Expense	
Mileage Reimbursement	75.00
Total Travel Expense	75.00
Total Expense	17,918.24
Net Ordinary Income	-16,118.24

1:29 PM

05/05/20

Accrual Basis

Carthage Convention & Visitors Bureau
Profit & Loss
April 2020

	<u>Apr 20</u>
Other Income/Expense	
Other Income	
Interest Income	0.70
Other Income	2.00
Total Other Income	<u>2.70</u>
Net Other Income	<u>2.70</u>
Net Income	<u><u>-16,115.54</u></u>

Lodging Report as of May 8 2020

	Gross Receipts	4%	PD Total	
July 2019 Monthly Total	\$248,666.48	9946.66	\$9,946.66	
Aug-19	\$336,910.07	13476.4	\$13,476.40	
Sep-19	349,738.32	13989.54	13,989.53	
Oct-19	195,435.74	7817.43	7,817.44	
Nov-19	215,754.63	8630.19	8,630.19	
Dec-19	157,247.36	6289.9	6,727.25	437.35 penalty
Jan-20	134,834.10	5393.36	5,393.36	
Feb-20	85,118.30	3750.83	3,750.83	
Mar-20	192,879.22	7874.88	8,079.00	204.12 paid
Apr-20	183,863.17	9234.22	9,275.01	

	Gross Receipts	4%	PD Total	Type	Available	Occupied
GCG, Precious Moments	96,685.50	5747.12	5,787.91	Luxury		
Boots Motel	740.00	29.60	26.90	Luxury		
Carthage Inn	11,974.81	478.99	478.99	econ		
Days Inn	48,305.73	1932.23	1,932.23	Luxury		
Grand Avenue	1,378.05	55.12	55.12	Luxury		
Guest House	9,544.08	382.16	382.16	econ		
Super 8	15,225.00	609.00	609.00	econ		
Monthly Total	183,863.17	9234.22	9,275.01			

FISCAL YEAR TO DATE \$87085.66

(need to hit at least \$102,000)

	Gross Receipts	Total
April 2019 FYI	\$205,686.83	\$8,615.10
April 2018 FYI	\$211,023.02	\$8,440.92

**Summary of April 2020 Financial Report
Carthage Chamber of Commerce**

The Carthage Chamber of Commerce finished the month of April with a net loss of -\$12,581.74 compared to a budgeted amount of -\$8,420.44. Year to date net income was \$46,597.27 compared to a budgeted amount of \$25,806.76. Some of the highlights for April are as follows:

1. Income was \$17,456.29 compared to budget of \$15,444.75. The following were the major reasons for the increase.
 - (a) Total Membership Dues were \$2,874 more than budgeted amount due to timing.

2. Expenses were \$29,858.03 compared to budget of \$23,865.19. The following were the major reasons for the increase.
 - (a) Bank and Credit Card Fees were \$31 over budget.
 - (b) Room and set up fees were \$2,822 over budget due to timing.
 - (c) Total food and drinks were \$271 over budget due to timing.
 - (d) Insurance was \$385 over budget due to timing.
 - (e) Office Equipment was \$872 over budget due to upgrading the server.
 - (f) Printing was \$1,137 over budget due to timing.

3. The above also carried over to the Year to Date bottom line as well.

Carthage Chamber of Commerce
Balance Sheet
 As of April 30, 2020

	Apr 30, 20
ASSETS	
Current Assets	
Checking/Savings	
General Checking	32,226.23
Maple Leaf Equity	59,327.80
Money Market	171,435.71
Petty Cash	205.86
Total Checking/Savings	263,195.60
Accounts Receivable	
1200 - Accounts Receivable	43,200.70
Total Accounts Receivable	43,200.70
Other Current Assets	
Prepaid Insurance - Business	5,355.17
1499 - Undeposited Funds	1,775.91
Total Other Current Assets	7,131.08
Total Current Assets	313,527.38
Fixed Assets	
Accumulated Depreciation	-109,156.22
Building	292,890.82
Building Improvements	12,795.41
Land	28,000.00
Office Equipment	16,742.38
Total Fixed Assets	241,272.39
TOTAL ASSETS	554,799.77
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 - Accounts Payable	1,717.99
Total Accounts Payable	1,717.99
Other Current Liabilities	
Accrued PTO	2,196.10
Due to Maple Leaf	33,500.00
2100 - Payroll Liabilities	9,248.11
Total Other Current Liabilities	44,944.21
Total Current Liabilities	46,662.20
Long Term Liabilities	
UMB Building Loan	65,266.84
Total Long Term Liabilities	65,266.84
Total Liabilities	111,929.04
Equity	
3900 - Retained Earnings	396,273.46
Net Income	46,597.27
Total Equity	442,870.73
TOTAL LIABILITIES & EQUITY	554,799.77

Carthage Chamber of Commerce
Profit & Loss
 April 2020

	Apr 20
Ordinary Income/Expense	
Income	
Economic Development contract	9,839.58
Interest Incomes	4.21
Membership dues	
New member	1,230.00
Renewal	5,982.50
Total Membership dues	7,212.50
Tenant Agreement	400.00
Total Income	17,456.29
Gross Profit	17,456.29
Expense	
Bank & credit card fees	111.74
Car allowance	200.00
Contract services	62.00
Depreciation Expense	667.01
Dues & subscriptions	86.93
Equipment lease	401.53
Facility use fees	
Room & setup fees	2,822.50
Total Facility use fees	2,822.50
Food & drinks	326.35
Insurance - business	6,085.00
Insurance - health	949.82
Interest expense	570.58
Internet & website	59.99
Meals & entertainment	54.83
Miscellaneous expense	20.00
Office supplies	
Office equipment	1,183.06
Office supplies - Other	103.73
Total Office supplies	1,286.79
Printing	1,321.77
Repairs & maintenance	199.50
Salaries & wages	
Payroll taxes	2,996.34
Salaries & wages - Other	10,823.25
Total Salaries & wages	13,819.59
Seminars & conferences	490.00
Utilities	322.10
Total Expense	29,858.03
Net Ordinary Income	-12,401.74
Other Income/Expense	
Other Income	
Non-renewals	-180.00
Total Other Income	-180.00
Net Other Income	-180.00
Net Income	-12,581.74

Carthage Chamber of Commerce
Profit & Loss Budget vs. Actual
July 2019 through April 2020

	Jul '19 - Apr 20	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
Directory	6,000.00	0.00	6,000.00
Donations	0.00	0.00	0.00
Economic Development contract	98,395.80	98,395.84	-0.04
Interest incomes	658.61	666.66	-8.05
Maple Leaf Income	63,530.90	54,874.42	8,656.48
Membership dues			
New member	8,535.00	7,365.50	1,169.50
Renewal	83,641.34	87,682.00	-4,040.66
Total Membership dues	92,176.34	95,047.50	-2,871.16
Miscellaneous Income	795.01	0.00	795.01
Postage	0.00	25.00	-25.00
Printing & copying	0.00	67.00	-67.00
Registration fees			
Christmas open house	325.00	1,550.00	-1,225.00
Expo Booth Fee	13,602.50	15,000.00	-1,397.50
Mulligans	0.00	0.00	0.00
Putting contest	0.00	0.00	0.00
Quarterly Luncheon	336.00	750.00	-414.00
Sidewalk Sale	0.00	0.00	0.00
Team fee	0.00	0.00	0.00
Ticket Sales	11,459.96	10,350.00	1,109.96
Registration fees - Other	2,340.00	3,500.00	-1,160.00
Total Registration fees	28,063.46	31,150.00	-3,086.54
Sponsorships			
Annual Banquet Sponsorship	17,700.00	14,000.00	3,700.00
Beverage	0.00	0.00	0.00
Bowling Sponsor	0.00	0.00	0.00
Business After Hours	1,150.00	1,175.00	-25.00
Complimentary sponsorship	1,026.00	1,000.00	26.00
Eggs & Issues	250.00	250.00	0.00
Expo Sponsorship	3,450.00	7,000.00	-3,550.00
Friday Coffee	0.00	600.00	-600.00
Golf contest	0.00	0.00	0.00
Golf Grand	0.00	0.00	0.00
Golf hole	0.00	0.00	0.00
Newsletter	592.50	0.00	592.50
Quarterly Luncheon Sponsor	125.00	450.00	-325.00
Sponsorships - Other	1,480.00	1,500.00	-20.00
Total Sponsorships	25,773.50	25,975.00	-201.50
Tenant Agreement	4,000.00	4,000.00	0.00
Total Income	319,393.62	310,201.42	9,192.20
Gross Profit	319,393.62	310,201.42	9,192.20
Expense			
Advertising & publicity			
Signs	651.00	250.00	401.00
Advertising & publicity - Other	11,966.05	14,651.00	-2,684.95
Total Advertising & publicity	12,617.05	14,901.00	-2,283.95
Awards & prizes			
Flight prizes	0.00	0.00	0.00
Awards & prizes - Other	1,033.54	2,150.00	-1,116.46
Total Awards & prizes	1,033.54	2,150.00	-1,116.46

5:29 PM
 05/11/20
 Accrual Basis

**Carthage Chamber of Commerce
 Profit & Loss Budget vs. Actual
 July 2019 through April 2020**

	Jul '19 - Apr 20	Budget	\$ Over Budget
Bank & credit card fees			
Equipment Fees	0.00	0.00	0.00
Bank & credit card fees - Other	691.35	533.59	157.76
Total Bank & credit card fees	691.35	533.59	157.76
Car allowance	2,000.00	2,000.00	0.00
Contract services	1,335.58	880.00	455.58
Depreciation Expense	6,670.10	6,670.10	0.00
Dues & subscriptions	3,545.99	3,757.84	-211.85
Equipment lease	2,778.58	2,658.34	120.24
Facility use fees			
Greens/carts	0.00	0.00	0.00
Room & setup fees	4,672.50	6,107.84	-1,435.34
Facility use fees - Other	200.00	0.00	200.00
Total Facility use fees	4,872.50	6,107.84	-1,235.34
Food & drinks			
Appetizers/snacks	66.34	0.00	66.34
Beverages	0.00	80.00	-80.00
Breakfasts	0.00	80.00	-80.00
Dinners	11,760.00	12,910.00	-1,150.00
Lunches	55.90	138.41	-82.51
Teacher luncheon	600.00	500.00	100.00
Food & drinks - Other	427.99	961.42	-533.43
Total Food & drinks	12,910.23	14,669.83	-1,759.60
Insurance - business	4,656.50	5,700.00	-1,043.50
Insurance - health	7,635.65	13,836.66	-6,201.01
Interest expense	3,642.91	3,241.66	401.25
Internet & website	3,758.61	1,833.34	1,925.27
Maple Leaf expense	37,167.37	40,000.00	-2,832.63
Meals & entertainment	2,844.72	4,793.17	-1,948.45
Mileage	893.66	860.00	33.66
Miscellaneous expense	84.32	833.34	-749.02
Office supplies			
Office equipment	2,465.59	2,944.44	-478.85
Office supplies - Other	1,582.31	1,383.34	198.97
Total Office supplies	4,047.90	4,327.78	-279.88
Postage & delivery	1,819.19	1,230.00	589.19
Printing	4,343.12	5,236.20	-893.08
Professional fees	7,125.00	8,000.00	-875.00
Repairs & maintenance	9,504.33	4,000.00	5,504.33
Salaries & wages			
Employer retirement contributio	2,954.58	3,821.75	-867.17
Payroll taxes	17,204.22	9,575.66	7,628.56
Salaries & wages - Other	102,926.70	105,892.50	-2,965.80
Total Salaries & wages	123,085.50	119,289.91	3,795.59
Scholarships	0.00	1,250.00	-1,250.00
Seminars & conferences	3,277.35	1,745.00	1,532.35
Taxes & licenses	411.01	200.00	211.01
Travel			
Airfare	591.00	1,400.00	-809.00
Lodging	1,398.12	1,355.72	42.40
Travel - Other	0.00	100.00	-100.00
Total Travel	1,989.12	2,855.72	-866.60

5:29 PM

05/11/20

Accrual Basis

**Carthage Chamber of Commerce
Profit & Loss Budget vs. Actual
July 2019 through April 2020**

	Jul '19 - Apr 20	Budget	\$ Over Budget
Utilities	6,880.17	8,333.34	-1,453.17
Write Offs	390.00	2,500.00	-2,110.00
66900 · Reconciliation Discrepancies	20.00	0.00	20.00
Total Expense	272,031.35	284,394.66	-12,363.31
Net Ordinary Income	47,362.27	25,806.76	21,555.51
Other Income/Expense			
Other Income			
Non-renewals	-765.00	0.00	-765.00
Total Other Income	-765.00	0.00	-765.00
Net Other Income	-765.00	0.00	-765.00
Net Income	46,597.27	25,806.76	20,790.51

Monthly Committee Reports

May 2020

Membership - With 1 new (Car Care Auto Tint & Body) and 3 dropped members (Carthage Paddle Battle (cancelled), First Response Lawn Care, and Koka Art Gallery), we finished the month of April down 2 members (448 members) from March 2020 (net loss -\$360) and up 13 from the same month in 2019 (net gain \$3505).

Ambassadors – No meeting since last Board meeting. No events to report.

Carthage Leading Ladies –April 22's self-care panel featuring Dr. Beth Barlet, Dr. Petra McGuire, Doug Osborn, and Deb Herbst has been postponed to September. We will host Chamber member and author Jen Kirby to discuss her book and workplace culture June 17, virtually if we can't manage in person.

Maple Leaf – Vendor apps have been released and brochure sales have wrapped up. The brochure is ready pending the attachment of artwork. Brochure bids have been sent. Pageant applications are nearing completion and the parade application will be available in June.

Marketing/Expo & Home Show – The "Carthage is Open" Facebook Group continues to be a very popular site. Membership is at over 1560 members. While the page is an open one, the Chamber is only sharing member news now that most businesses are reopened. Virtual meetings have been set up for several committees and regularly meeting groups including Leads Groups and Non-profit Network to continue support of the membership. Plans are underway for a North to South "Grand Re-opening" for Carthage once we are on the other side of this with 4 of 5 locations having been contacted. Neely is working on a sponsorship package for selling moving forward for budgeting and time management purposes. Neely has started "Did You Know" Tuesdays and "Feel Good" Fridays on social media to promote and market members. The Chamber is sponsoring and hosting a Community Blood Center of the Ozarks blood drive May 22.

Carthage Economic Development Activity Report April 2020

**The operations of the City's economic development programs are to serve the Carthage area and the general public through promotion of economic development, job creation, capital investment, and business expansion. This report will include, but not be limited to, information concerning the program's overall economic development strategies, staff assignments, prospect visits, program activities and results. Written monthly reports regarding economic development service activities will be presented to the City Council at the first Council meeting of each month. Information on prospects and active economic development clients will be exchanged with the City Council in such a way as to protect and preserve any professional confidentiality between these clients and persons representing the Chamber.*

Members of the City Council:

April continued to be a challenge regarding economic activity. As the City continued the shutdown, fortunately many businesses found ways to continue their business while abiding by the mandates. In discussion with several local bankers, there were many first round Paycheck Protection Program loans applied for and granted. This greatly helped keeping many of the smaller business employees working. After depleting the funding within 2 weeks, on April 24, 2020, the Paycheck Protection Program and Health Care Enhancement Act added \$310 billion of funding for loans to be made under the PPP, \$60 billion of which is set aside for PPP loans from small banks, community financial institutions, and credit unions. However, on the second round of the loan program, one local banker reported that some of the requirements have tightened up on the reporting side. This may influence future applications. We hope to have a total of the loans that were distributed to Carthage in the next report.

The Chamber developed a Facebook page "Carthage Is Open" in March to promote local businesses that are remaining open under the current State and City mandates. There are over 1500 members subscribing to this page and posts continue to increase regarding announcements on open businesses, revised hours, services offered, etc. This has been an invaluable service to the community and continuing to promote economic growth in our community. The Chamber continued contacting many businesses in Carthage to get input from them on how the current situation is affecting them and concerns they have.

On March 31st, Justin Brands closed both the Carthage and Cassville, MO operations which affected 171 employees in Carthage. Leggett and Platt Branch One temporarily laid off 422 employees and in April reported another 215 layoffs at Flexolators. Butterball Foods continues hiring for their local operation and Schreiber Foods is operating at full capacity. Other industries in Carthage are still operating with safety precautions in place.

The following is a summary from an article by KC Mathews, Executive Vice President and Chief Investment Officer for UMB Investments regarding the recovery of the economy:

"All the economic data suggests that a recession is upon us and the National Bureau of Economic Research, the official recession declarers, will likely tell us it started in March. We do anticipate the recession will be short-lived and the recovery will be slow and steady, taking the shape of an upward sloping "L". Due to pent-up demand and abundant stimulus, U.S. GDP may see an

impressive rebound in a single quarter. However, on a sustainable basis, we forecast that the recovery will be slow and steady into 2021. Let's not forget that pre-crisis, potential GDP was approximately 2%, driven by the labor force growth rate and productivity gains. That hasn't changed."

Schreiber – Due to the COVID-19 issues and the uncertainty of how the economy is going to rebound, Schreiber has made the decision to put the Carthage project on hold. A timeframe has not been finalized but most likely up to a year is what was discussed regarding continuing the option on the real estate. Schreiber met with their investors, the landowners, and advisors to update them on this decision. Companywide, Schreiber has canceled some projects so being on hold is good news for Carthage. Communication with Schreiber will continue to remain up to date as to when the project will proceed.

Other items-Business continued as close to normal as possible for the Chamber in providing services to the community. The lobby was closed however we split our staff where our Director of Membership and Marketing worked from home remotely and the President and Director of Finance and Operations worked at the office. This was to make sure that at least one person would be able to continue operations of the Chamber is one of the others became ill. Additionally, we made it a point to eat at many of the local restaurants that were open to help support them during this time.

**Carthage Public Library
Balance Sheet - Cash basis
March 31, 2020**

Assets

Current Assets	
Cash in bank - treasurer's cash	\$ 551,484.27
Cash in bank - Simmons Bank	29,429.96
Cash in bank - Community National Bank	64,030.56
Cash on hand - circulation desk	100.00
Cash on hand - Internet desk	40.00
Petty cash	120.00
MOSIP Investment	668,184.75
Total Current Assets	<u>1,313,389.54</u>
Total Assets	<u>\$ 1,313,389.54</u>

Liabilities and Net Assets

Net Assets	
Unrestricted Net Assets	\$ 579,161.12
Temporarily Restricted Net Assets:	
Boylan Grant	6,252.67
CPL Development Foundation	13,048.92
Debbie Putnam - Ebooks	30,139.74
Debbie Putnam - Children's section	2,000.00
Library Gardens	13,403.70
Spotlight on Literacy (RTR) Grant - MOSL 2020	4,397.25
Spotlight on Literacy (RTR) Grant - Local 2020	7,735.57
Spotlight on Literacy - MOSL -2020	2,189.25
Spotlight on Literacy Grant - Local - 2020	13,778.65
Steadley Trust	2,546.16
Summer reading program - Local - 2019	75.18
Summer reading program - MOSL grant - 2019	(2,489.79)
Thelma Stanley Foundation Grant	7,012.96
Operational reserves	195,998.47
Change in net assets	438,139.69
Total Net Assets	<u>1,313,389.54</u>
Total Liabilities and Net Assets	<u>\$ 1,313,389.54</u>

See accountant's compilation report.

Carthage Public Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and nine months ended March 31, 2020

	2020		2020		2020		Annual	
	Month Actual	Monthly Budget	Monthly Variance	Year to date	Annual Budget	Annual Variance		
Revenue								
Book sale income	\$ 126.40	\$ 250.00	\$ (123.60)	\$ 1,422.05	\$ 3,000.00	\$ (1,577.95)		
Copier income	589.50	583.34	6.16	5,137.40	7,000.00	(1,862.60)		
Donations	1,865.65	0.00	1,865.65	15,288.30	0.00	15,288.30		
Donations-restricted	13,460.95	1,125.00	12,335.95	458,523.91	13,500.00	445,023.91		
Fax income	90.90	83.34	7.56	764.50	1,000.00	(235.50)		
Fine income	749.84	583.34	166.50	5,579.65	7,000.00	(1,420.35)		
Interest income	1,029.92	833.34	196.58	39,468.91	10,000.00	29,468.91		
Non-resident fee income	500.00	666.67	(166.67)	4,920.00	8,000.00	(3,080.00)		
Payment for lost books	48.90	0.00	48.90	415.42	0.00	415.42		
Postage income	0.00	166.67	(166.67)	4.50	2,000.00	(1,995.50)		
State aid	85,349.44	1,000.00	84,349.44	90,204.23	12,000.00	78,204.23		
Sur tax	0.00	1,500.00	(1,500.00)	3,511.21	18,000.00	(14,488.79)		
Tax income	2,052.07	16,916.67	(14,864.60)	205,440.80	203,000.00	2,440.80		
Tax income - Park and storm water	38,346.42	38,966.67	(620.25)	350,736.86	467,600.00	(116,863.14)		
Miscellaneous income	39.00	166.67	(127.67)	1,747.72	2,000.00	(252.28)		
Other income	(7.45)	166.67	(174.12)	658.00	2,000.00	(1,342.00)		
Total revenue	144,241.54	63,008.38	81,233.16	1,183,823.46	756,100.00	427,723.46		

Carthage Public Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and nine months ended March 31, 2020

	2020		2020		Annual Budget	Annual Variance
	Month Actual	Monthly Budget	Monthly Variance	Year to date		
Operating Expenses						
Salaries	37,559.52	40,509.66	2,950.14	362,386.79	486,116.00	123,729.21
Lagers	1,945.81	1,959.91	14.10	18,712.34	23,519.00	4,806.66
Insurance - health	700.00	1,250.00	550.00	7,636.92	15,000.00	7,363.08
Payroll taxes - FICA	2,873.78	3,042.91	169.13	27,727.08	36,515.00	8,787.92
Total payroll expenses	43,079.11	46,762.48	3,683.37	416,463.13	561,150.00	144,686.87
Employee goodwill	225.29	250.00	24.71	2,969.93	3,000.00	30.07
Advertising	598.00	83.33	(514.67)	982.90	1,000.00	17.10
Audio-visuals	19.96	166.66	146.70	923.67	2,000.00	1,076.33
Books	1,176.02	2,500.00	1,323.98	18,845.73	30,000.00	11,154.27
Books - children's	388.20	1,250.00	861.80	11,494.33	15,000.00	3,505.67
Contract fees	1,421.96	3,083.33	1,661.37	28,913.50	37,000.00	8,086.50
Dues and travel	587.07	833.33	246.26	4,688.35	10,000.00	5,311.65
Ebooks	0.00	291.66	291.66	3,500.00	3,500.00	0.00
Furniture and equipment	1,067.38	583.33	(484.05)	1,581.57	7,000.00	5,418.43
Information technology (IT)	24.36	583.33	558.97	1,939.35	7,000.00	5,060.65
Insurance	0.00	2,083.33	2,083.33	26,841.00	25,000.00	(1,841.00)
Interest expense	0.00	0.00	0.00	1.98	0.00	(1.98)
Legal and professional	0.00	500.00	500.00	7,225.00	6,000.00	(1,225.00)
Multi purpose building	47,395.07	0.00	(47,395.07)	121,402.78	0.00	(121,402.78)
Periodicals	0.00	500.00	500.00	4,230.72	6,000.00	1,769.28
Postage	171.87	125.00	(46.87)	766.55	1,500.00	733.45
Programs - adult	71.13	500.00	428.87	3,857.49	6,000.00	2,142.51
Programs - children	120.62	1,083.33	962.71	5,227.47	13,000.00	7,772.53
Programs, teens	0.00	83.33	83.33	325.79	1,000.00	674.21
Repairs and maintenance	6,861.61	2,916.66	(3,944.95)	37,532.93	35,000.00	(2,532.93)
Supplies	2,557.29	2,083.33	(473.96)	16,762.63	25,000.00	8,237.37
Telephone	218.50	500.00	281.50	3,714.34	6,000.00	2,285.66
Utilities	3,458.49	2,916.66	(541.83)	25,492.63	35,000.00	9,507.37
Total expenses and losses	66,362.82	22,916.61	(43,446.21)	329,220.64	275,000.00	(54,220.64)
	109,441.93	69,679.09	(39,762.84)	745,683.77	836,150.00	90,466.23

See accountant's compilation report.

Carthage Public Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and nine months ended March 31, 2020

	2020 Month Actual	Monthly Budget	Monthly Variance	2020 Year to date	Annual Budget	Annual Variance
Increase/(Decrease) in unrestricted net assets before transfers	34,799.61	(6,670.71)	41,470.32	438,139.69	(80,050.00)	518,189.69
Transfers from temporary restricted	49,235.36	6,670.84	42,564.52	157,205.94	80,050.00	77,155.94
Transfers to temporary restricted	(13,460.95)	0.00	(13,460.95)	(458,523.91)	0.00	(458,523.91)
Increase/(Decrease) in unrestricted net assets	<u>70,574.02</u>	<u>0.13</u>	<u>70,573.89</u>	<u>136,821.72</u>	<u>0.00</u>	<u>136,821.72</u>

Carthage Public Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and nine months ended March 31, 2020

	2020	Monthly	Monthly	2020	Annual	Annual
	Month Actual	Budget	Variance	Year to date	Budget	Variance
Changes in temporarily restricted net assets						
CSLP Grant	185.95			185.95		
Debbie Putnam - Children's section	0.00			(2,000.00)		
Spotlight on Literacy (RTR) Grant - MOSL 2020	0.00			4,258.00		
Spotlight on Literacy Grant - MOSL - 2020	0.00			6,776.00		
Summer reading program - Local - 2019	0.00			515.00		
Summer Reading Program-Local Funds 02/2020-08/2020	1,500.00			3,000.00		
Summer reading program - MOSL - 2019	0.00			4,398.12		
Multi Purpose Building - furnishings and supplies	11,775.00			256,057.50		
Multi Purpose Building	0.00			185,333.34		
CPL Development Foundation	0.00			(2,597.37)		
CSLP Grant	0.00			(185.95)		
Debbie Putnam - Ebooks	0.00			(3,500.00)		
Library Gardens	0.00			(3,875.42)		
Spotlight on Literacy (RTR) Grant - MOSL 2020	(206.55)			(3,408.90)		
Spotlight on Literacy (RTR) Grant - Local 2020	0.00			(2,120.57)		
Spotlight on Literacy Grant - MOSL 2020	(1,572.50)			(13,171.25)		
Spotlight on Literacy Grant - Local - 2020	(61.24)			(2,869.95)		
Steadley Trust	0.00			(1,620.00)		
Summer reading program - Local - 2019	0.00			(590.18)		
Summer reading program - MOSL - 2019	0.00			(1,908.33)		
Multi Purpose Building	(47,395.07)			(121,358.02)		
Increase/(Decrease) in temporarily restricted net assets	<u>(35,774.41)</u>			<u>301,317.97</u>		
Change in net assets	<u>\$ 34,799.61</u>			<u>\$ 438,139.69</u>		

**Carthage Public Library
Gift Account Activity
For the one month and nine months ended March 31, 2020**

	Beginning Balance	Increases	Decreases	Ending balance
Boylan Grant	\$ 6,252.67	\$ 0.00	\$ 0.00	\$ 6,252.67
CPL Development Foundation	13,048.92	0.00	(2,597.37)	10,451.55
CLSP Grant	0.00	185.95	(185.95)	0.00
Debbie Putnam - Ebooks	30,139.74	0.00	(3,500.00)	26,639.74
Debbie Putnam - Children's section	2,000.00	(2,000.00)	0.00	0.00
Library Gardens	13,403.70	0.00	(3,875.42)	9,528.28
Spotlight on Literacy (RTR) Grant - MOSL 2020	4,397.25	4,258.00	(3,408.90)	5,246.35
Spotlight on Literacy (RTR) Grant - Local 2020	7,735.57	0.00	(2,120.57)	5,615.00
Spotlight on Literacy - MOSL -2020	2,189.25	6,776.00	(13,171.25)	(4,206.00)
Spotlight on Literacy Grant - Local - 2020	13,778.65	0.00	(2,869.95)	10,908.70
Steadley Trust	2,546.16	0.00	(1,620.00)	926.16
Summer reading program - Local - 2019	75.18	515.00	(590.18)	0.00
Summer Reading Program-Local Funds 02/2020-08/2020	0.00	3,000.00	0.00	3,000.00
Summer reading program - MOSL grant - 2019	(2,489.79)	4,398.12	(1,908.33)	0.00
Thelma Stanley Foundation Grant	7,012.96	0.00	0.00	7,012.96
Multi Purpose Building - furnishings and supplies	0.00	256,057.50	0.00	256,057.50
Multi Purpose Building	0.00	185,333.34	(121,358.02)	63,975.32
Operational reserves	195,998.47	0.00	0.00	195,998.47
Totals	\$ 296,088.73	\$ 458,523.91	\$ (157,205.94)	\$ 597,406.70

See accountant's compilation report.

DRAFT

APPROVED

CARTHAGE PUBLIC LIBRARY

FINANCIAL STATEMENTS

APRIL 30, 2020





ACCOUNTANT'S COMPILATION REPORT

Carthage Public Library
612 S Garrison
Carthage, MO 64836

Management is responsible for the accompanying financial statements of Carthage Public Library (a nonprofit organization) which comprise the balance sheet - cash basis as of April 30, 2020, and the related statements of income - cash basis for the one month and ten months then ended and for determining that the cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

The Organization has elected to include liabilities arising from the receipt of borrowed cash and insurance proceeds and record payroll taxes that have not been deposited to the IRS, which are generally accepted modifications of the cash basis of accounting. The effects of this departure from the cash basis of accounting on the accompanying financial statements have not been determined.

The supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. The information is the representation of management. The information was subject to our compilation engagement, however, we have not audited or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such supplementary information.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared in accordance with the cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Organization's financial position and changes in net assets, liabilities, equity, revenues, and expenses. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Schmidt Associates, LLC

May 11, 2020



America Counts on CPAs

1105 Industrial Dr. Carthage, MO 64836 * 401 W. 5th St. Ste. 201 Rolla, MO 64836

**Carthage Public Library
Balance Sheet - Cash basis
April 30, 2020**

Assets

Current Assets	
Cash in bank - treasurer's cash	\$ 534,626.18
Cash in bank - Simmons Bank	38,518.84
Cash in bank - Community National Bank	218.76
Cash on hand - circulation desk	100.00
Cash on hand - Internet desk	40.00
Petty cash	120.00
MOSIP Investment	668,674.15
Total Current Assets	<u>1,242,297.93</u>
 Total Assets	 <u>\$ 1,242,297.93</u>

Liabilities and Net Assets

Net Assets	
Unrestricted Net Assets	\$ 579,161.12
Temporarily Restricted Net Assets:	
Boylan Grant	6,252.67
CPL Development Foundation	13,048.92
Debbie Putnam - Ebooks	30,139.74
Debbie Putnam - Children's section	2,000.00
Library Gardens	13,403.70
Spotlight on Literacy (RTR) Grant - MOSL 2020	4,397.25
Spotlight on Literacy (RTR) Grant - Local 2020	7,735.57
Spotlight on Literacy - MOSL -2020	2,189.25
Spotlight on Literacy Grant - Local - 2020	13,778.65
Steadley Trust	2,546.16
Summer reading program - Local - 2019	75.18
Summer reading program - MOSL grant - 2019	(2,489.79)
Thelma Stanley Foundation Grant	7,012.96
Operational reserves	195,998.47
Change in net assets	367,048.08
Total Net Assets	<u>1,242,297.93</u>
Total Liabilities and Net Assets	<u>\$ 1,242,297.93</u>

See accountant's compilation report.

Carthage Public Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and ten months ended April 30, 2020

	2020 Month Actual	Monthly Budget	Monthly Variance	2020 Year to date	Annual Budget	Annual Variance
Revenue						
Book sale income	\$ 0.00	\$ 250.00	\$ (250.00)	\$ 1,422.05	\$ 3,000.00	\$ (1,577.95)
Copier income	0.00	583.34	(583.34)	5,137.40	7,000.00	(1,862.60)
Donations	0.00	0.00	0.00	15,288.30	0.00	15,288.30
Donations-restricted	28,025.00	1,125.00	26,900.00	486,548.91	13,500.00	473,048.91
Fax income	0.00	83.34	(83.34)	764.50	1,000.00	(235.50)
Fine Income	0.00	583.34	(583.34)	5,579.65	7,000.00	(1,420.35)
Interest income	727.32	833.34	(106.02)	40,196.23	10,000.00	30,196.23
Non-resident fee income	0.00	666.67	(666.67)	4,920.00	8,000.00	(3,080.00)
Payment for lost books	0.00	0.00	0.00	415.42	0.00	415.42
Postage income	0.00	166.67	(166.67)	4.50	2,000.00	(1,995.50)
State aid	4,791.29	1,000.00	3,791.29	9,646.08	12,000.00	(2,353.92)
Sur tax	0.00	1,500.00	(1,500.00)	88,860.65	18,000.00	70,860.65
Tax income	1,408.60	16,916.67	(15,508.07)	206,849.40	203,000.00	3,849.40
Tax income - Park and storm water	36,925.48	38,966.67	(2,041.19)	387,662.34	467,600.00	(79,937.66)
Miscellaneous income	1,684.52	166.67	1,517.85	3,432.24	2,000.00	1,432.24
Other income	0.00	166.67	(166.67)	658.00	2,000.00	(1,342.00)
Total revenue	<u>73,562.21</u>	<u>63,008.38</u>	<u>10,553.83</u>	<u>1,257,385.67</u>	<u>756,100.00</u>	<u>501,285.67</u>

See accountant's compilation report.

Carthage Public Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and ten months ended April 30, 2020

	2020 Month Actual	Monthly Budget	Monthly Variance	2020 Year to date	Annual Budget	Annual Variance
Operating Expenses						
Salaries	33,890.89	40,509.66	6,618.77	396,277.68	486,116.00	89,838.32
Lagers	1,804.51	1,959.91	155.40	20,516.85	23,519.00	3,002.15
Insurance - health	700.00	1,250.00	550.00	8,336.92	15,000.00	6,663.08
Payroll taxes - FICA	<u>2,592.65</u>	<u>3,042.91</u>	<u>450.26</u>	<u>30,319.73</u>	<u>36,515.00</u>	<u>6,195.27</u>
Total payroll expenses	<u>38,988.05</u>	<u>46,762.48</u>	<u>7,774.43</u>	<u>455,451.18</u>	<u>561,150.00</u>	<u>105,698.82</u>
Employee goodwill	250.00	250.00	0.00	3,219.93	3,000.00	(219.93)
Advertising	0.00	83.33	83.33	982.90	1,000.00	17.10
Audio-visuals	35.98	166.66	130.68	959.65	2,000.00	1,040.35
Books	119.02	2,500.00	2,380.98	18,964.75	30,000.00	11,035.25
Books - children's	116.51	1,250.00	1,133.49	11,610.84	15,000.00	3,389.16
Contract fees	2,408.20	3,083.33	675.13	31,321.70	37,000.00	5,678.30
Dues and travel	241.02	833.33	592.31	4,929.37	10,000.00	5,070.63
Ebooks	0.00	291.66	291.66	3,500.00	3,500.00	0.00
Furniture and equipment	867.15	583.33	(283.82)	2,448.72	7,000.00	4,551.28
Information technology (IT)	1,290.00	583.33	(706.67)	3,229.35	7,000.00	3,770.65
Insurance	0.00	2,083.33	2,083.33	26,841.00	25,000.00	(1,841.00)
Interest expense	104.07	0.00	(104.07)	106.05	0.00	(106.05)
Legal and professional	0.00	500.00	500.00	7,225.00	6,000.00	(1,225.00)
Multi purpose building	91,808.80	0.00	(91,808.80)	213,211.58	0.00	(213,211.58)
Periodicals	218.00	500.00	282.00	4,448.72	6,000.00	1,551.28
Postage	102.69	125.00	22.31	869.24	1,500.00	630.76
Programs - adult	0.00	500.00	500.00	3,857.49	6,000.00	2,142.51
Programs - children	150.87	1,083.33	932.46	5,378.34	13,000.00	7,621.66
Programs, teens	0.00	83.33	83.33	325.79	1,000.00	674.21
Repairs and maintenance	3,417.25	2,916.66	(500.59)	40,950.18	35,000.00	(5,950.18)
Supplies	1,250.13	2,083.33	833.20	18,012.76	25,000.00	6,987.24
Telephone	399.64	500.00	100.36	4,113.98	6,000.00	1,886.02
Utilities	2,886.44	2,916.66	30.22	28,379.07	35,000.00	6,620.93
	<u>105,665.77</u>	<u>22,916.61</u>	<u>(82,749.16)</u>	<u>434,886.41</u>	<u>275,000.00</u>	<u>(159,886.41)</u>
Total expenses and losses	<u>144,653.82</u>	<u>69,679.09</u>	<u>(74,974.73)</u>	<u>890,337.59</u>	<u>836,150.00</u>	<u>(54,187.59)</u>

See accountant's compilation report.

Carthage Public Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and ten months ended April 30, 2020

	2020 Month Actual	Monthly Budget	Monthly Variance	2020 Year to date	Annual Budget	Annual Variance
Increase/(Decrease) in unrestricted net assets before transfers	(71,091.61)	(6,670.71)	(64,420.90)	367,048.08	(80,050.00)	447,098.08
Transfers from temporary restricted	93,149.67	6,670.84	86,478.83	250,355.61	80,050.00	170,305.61
Transfers to temporary restricted	(28,025.00)	0.00	(28,025.00)	(486,548.91)	0.00	(486,548.91)
Increase/(Decrease) in unrestricted net assets	<u>(5,966.94)</u>	<u>0.13</u>	<u>(5,967.07)</u>	<u>130,854.78</u>	<u>0.00</u>	<u>130,854.78</u>

See accountant's compilation report.

Carthage Public Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and ten months ended April 30, 2020

	2020 Month Actual	Monthly Budget	Monthly Variance	2020 Year to date	Annual Budget	Annual Variance
Changes in temporarily restricted net assets						
CSLP Grant	0.00			185.95		
Debbie Putnam - Children's section	0.00			(2,000.00)		
Spotlight on Literacy (RTR) Grant - MOSL 2020	0.00			4,258.00		
Spotlight on Literacy Grant - MOSL - 2020	0.00			6,776.00		
Summer reading program - Local - 2019	0.00			515.00		
Summer Reading Program-Local Funds 02/2020-08/2020	0.00			3,000.00		
Summer reading program - MOSL - 2019	0.00			4,398.12		
Multi Purpose Building - furnishings and supplies	25.00			256,082.50		
Multi Purpose Building	28,000.00			213,333.34		
CPL Development Foundation	0.00			(2,597.37)		
CSLP Grant	0.00			(185.95)		
Debbie Putnam - Ebooks	0.00			(3,500.00)		
Library Gardens	0.00			(3,875.42)		
Spotlight on Literacy (RTR) Grant - MOSL 2020	0.00			(3,408.90)		
Spotlight on Literacy (RTR) Grant - Local 2020	(50.87)			(2,171.44)		
Spotlight on Literacy Grant - MOSL 2020	0.00			(13,171.25)		
Spotlight on Literacy Grant - Local - 2020	0.00			(2,869.95)		
Steadley Trust	0.00			(1,620.00)		
Summer reading program - Local - 2019	0.00			(590.18)		
Summer reading program - MOSL - 2019	0.00			(1,908.33)		
Multi Purpose Building	(91,808.80)			(213,166.82)		
Reading Challenge Grant-MOSL Funds 9772	(1,290.00)			(1,290.00)		
Increase/(Decrease) in temporarily restricted net assets	<u>(65,124.67)</u>			<u>236,193.30</u>		
Change in net assets	<u>\$ (71,091.61)</u>			<u>\$ 367,048.08</u>		

See accountant's compilation report.

Carthage Public Library
Gift Account Activity
For the one month and ten months ended April 30, 2020

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending balance</u>
Boylan Grant	\$ 6,252.67	\$ 0.00	\$ 0.00	\$ 6,252.67
CPL Development Foundation	13,048.92	0.00	(2,597.37)	10,451.55
CLSP Grant	0.00	185.95	(185.95)	0.00
Debbie Putnam - Ebooks	30,139.74	0.00	(3,500.00)	26,639.74
Debbie Putnam - Children's section	2,000.00	(2,000.00)	0.00	0.00
Library Gardens	13,403.70	0.00	(3,875.42)	9,528.28
Spotlight on Literacy (RTR) Grant - MOSL 2020	4,397.25	4,258.00	(3,408.90)	5,246.35
Spotlight on Literacy (RTR) Grant - Local 2020	7,735.57	0.00	(2,171.44)	5,564.13
Spotlight on Literacy - MOSL -2020	2,189.25	6,776.00	(13,171.25)	(4,206.00)
Spotlight on Literacy Grant - Local - 2020	13,778.65	0.00	(2,869.95)	10,908.70
Steadley Trust	2,546.16	0.00	(1,620.00)	926.16
Summer reading program - Local - 2019	75.18	515.00	(590.18)	0.00
Summer Reading Program-Local Funds 02/2020-08/2020	0.00	3,000.00	0.00	3,000.00
Summer reading program - MOSL grant - 2019	(2,489.75)	4,398.12	(1,908.33)	0.00
Thelma Stanley Foundation Grant	7,012.96	0.00	0.00	7,012.96
Multi Purpose Building - furnishings and supplies	0.00	256,082.50	0.00	256,082.50
Multi Purpose Building	0.00	213,333.34	(213,166.82)	166.52
Reading Challenge Grant - MOSL Funds 9772	0.00	0.00	(1,290.00)	(1,290.00)
Operational reserves	195,998.47	0.00	0.00	195,998.47
Totals	<u>\$ 296,088.73</u>	<u>\$ 486,548.91</u>	<u>\$ (250,355.61)</u>	<u>\$ 532,282.03</u>

See accountant's compilation report.

Director's Progress and Service Report

May 12, 2020, Julie Yockey

COVID-19, never in my life did I imagine we would deal with a pandemic. "Deal" with it is what the Carthage Public Library Board of Trustees as well as myself have been managing to do since March 18th when we closed the doors indefinitely. This has been a very difficult time for all people in our country, and all libraries across America have faced the same difficult decisions as we have in Carthage. Perhaps the most difficult decisions I have had to make during my tenure as a library director, feeling like I have people's lives in my hands, and to know when and how would be the safest time to call staff back to the library. Heavens, no one has ever had to go through situations like this before, it is all new territory. Missouri Library Directors have worked together as a team with the State Library and Secretary of State to try to educate ourselves on "Best" practices in dealing with a pandemic. Every Tuesday and Thursday during this time, we met with our State Librarian and colleagues to share ideas and formulate plans for re-opening. Using the guidelines from the CDC, state and local health departments as well as the federal government, we all have re-opening phases in place so that we can "Cautiously" move forward. Our library has a 5 step plan of re-opening, keeping in mind that the situation is fluid and may need to be altered daily, weekly or even 6 months down the road. This plan will be in Stage 3 starting on May 18th as we will open the book drop and begin curbside/contactless service. Patrons will be made aware of the specifics of this service on FB and our website and staff will be ready and more than willing to answer phones beginning the 18th. The library building will not be open until further notice as we remain cautious with the huge amount of materials that we work to quarantine as well as large numbers of patrons. Sadly, there will be no scheduled events in house through most of the summer, but stay tuned for information on wonderful virtual Summer Reading plans that are being made.

Administrative staff has worked diligently from home as well as from the library during this time in order to keep the library in compliance with our finances, maintenance as well as program planning. We have been able to offer some really great opportunities for our patrons and community during this time. Anyone who did not have a library card, could contact us via email and receive a free card in order to access the thousands of e-books we have available. We have extended the wi-fi access to cover a large area of our parking lot and garden areas, and Sherri, our Children's Librarian, has kept the children busy with virtual story times and activities. Needless to say, staff is ready to get back to work, and has been preparing for curbside service, sanitizing the library, preparing for social distancing visits and well as being trained on new safety measures that are in place.

The construction of our new educational building is coming along as well as can be expected. Due to COVID-19, numerous materials have not been in production, vendors have been closed and some contractors have laid workers off. The weather has not helped out the situation either, and these extenuating circumstances that are putting the completion date of the project behind are understandable. Our dream will come to fruition soon! Stay tuned for updates.

During the time the library has been closed, didn't mean this Director had 8 weeks of vacation. Far from it! I believe I had maybe 4-5 days with no worries while I was working either from home or the library. Numerous appointments were kept with vendors and contractors we could meet with, bills had to be paid, grant reports were written, Summer Reading plans changed 100%, 3 staff members had to try to be replaced as well as trying to create a plan of re-opening. I for one will be so glad to get my staff back to the library and working again. During this time we continued with hvac maintenance, pest control, and general upkeep. The budget, building and garden committees have been very active and will give updates this evening.

The library received a very nice grant from the Community Foundation of Carthage to be used to help us meet part of our payroll during this time. Thank you so much.

A draft Budget for 2020-2021 has been prepared and will be reviewed this evening, along with updating policies and voting to reopen the library in stages.

Thank you for your patience and understanding during this very difficult time and once again, know that this library is on its way back to full services, it will just take a "Cautious" while to get there.

Respectfully submitted,
Julie Yockey, Director

"Rosenberg's Rules of Order"

(Simple Rules of Parliamentary Procedure for the 21st Century)

Introduction

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that has not always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules - "Robert's Rules of Order" - which are embodied in a small, but complex, book. Virtually no one I know has actually read this book cover to cover. Worse yet, the book was written for another time, and for another purpose. If one is chairing or running a Parliament, then "Robert's Rules of Order" is a dandy and quite useful handbook for procedure in that complex setting. On the other hand, if one is running a meeting of, say, a 5-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order.

Hence, the birth of "Rosenberg's Rules of Order."

What follows is my version of the rules of parliamentary procedure, based on my 20 years of experience chairing meetings in state and local government. These rules have been simplified for the smaller bodies we chair or in which we participate, slimmed down for the 21st Century, yet retaining the basic tenets of order to which we have grown accustomed.

This treatise on modern parliamentary procedure is built on a foundation supported by the following four pillars: (1) Rules should establish order. The first purpose of rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings. (2) Rules should be clear. Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate; and those who do not fully understand and do not fully participate. (3) Rules should be user friendly. That is, the rules must be simple enough that the public is invited into the body and feels that it has participated in the process. (4) Rules should enforce the will of the majority while protecting the rights of the minority. The ultimate purpose of rules of procedure is to encourage discussion and to facilitate decision-making by the body. In a democracy, majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself, but not dominate, and fully participate in the process.

The Role of the Chair

While all members of the body should know and understand the rules of parliamentary procedure, it is the Chair of the body who is charged with applying the rules in the conduct of the meeting. The Chair should be well versed in those rules. The Chair, for all intents and purposes, makes the final ruling on the rules every time the Chair states an action. In fact, all decisions by the Chair are final unless overruled by the body itself.

Since the Chair runs the conduct of the meeting, it is usual courtesy for the Chair to play a less active role in the debate and discussion than other members of the body. This does not mean that the Chair should not participate in the debate or discussion. To the contrary, the Chair as a member of the body has the full right to participate in the debate, discussion and decision-making of the body. What the Chair should do, however, is strive to be the last to speak at the discussion and debate stage, and the Chair should not make or second a motion unless the Chair is convinced that no other member of the body will do so at that point in time.

The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, often published agenda. Informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon roadmap for the meeting. And each agenda item can be handled by the Chair in the following basic format:

First, the Chair should clearly announce the agenda item number and should clearly state what the agenda item subject is. The Chair should then announce the format (which follows) that will be followed in considering the agenda item.

Second, following that agenda format, the Chair should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the Chair, a member of the body, a staff person, or a committee chair charged with providing input on the agenda item.

Third, the Chair should ask members of the body if they have any technical questions of clarification. At this point, members of the body may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

Fourth, the Chair should invite public comments, or if appropriate at a formal meeting, should open the public meeting for public input. If numerous members of the public indicate a desire to speak to the subject, the Chair may limit the time of public speakers. At the conclusion of the public comments, the Chair should announce that public input has concluded (or the public hearing as the case may be is closed).

Fifth, the Chair should invite a motion. The Chair should announce the name of the member of the body who makes the motion.

Sixth, the Chair should determine if any member of the body wishes to second the motion. The Chair should announce the name of the member of the body who seconds the motion. (It is normally good practice for a motion to require a second before proceeding with it, to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the Chair can proceed with consideration and vote on a motion even when there is no second. This is a matter left to the discretion of the Chair.)

Seventh, if the motion is made and seconded, the Chair should make sure everyone understands the motion. This is done in one of three ways: (1) The Chair can ask the maker of the motion to repeat it. (2) The Chair can repeat the motion. (3) The Chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the Chair should now invite discussion of the motion by the body. If there is no desired discussion, or after the discussion has ended, the Chair should announce that the body will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.

Ninth, the Chair takes a vote. Simply asking for the "ayes", and then asking for the "nays" normally does this. If members of the body do not vote, then they "abstain". Unless the rules of the body provide otherwise (or unless a super-majority is required as delineated later in these rules) then a simple majority determines whether the motion passes or is defeated.

Tenth, the Chair should announce the result of the vote and should announce what action (if any) the body has taken. In announcing the result, the Chair should indicate the names of the members of the body, if any, who voted in the minority on the motion. This announcement might take the following form: "The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring 10 days notice for all future meetings of this body."

Motions in General

Motions are the vehicles for decision-making by a body. It is usually best to have a motion before the body prior to commencing discussion of an agenda item. This helps the body focus.

Motions are made in a simple two-step process. First, the Chair should recognize the member of the body. Second, the member of the body makes a motion by preceding the member's desired approach with the words: "I move" So, a typical motion might be: "I move that we give 10-day's notice in the future for all our meetings."

The Chair usually initiates the motion by either (1) Inviting the members of the body to make a motion. "A motion at this time would be in order." (2) Suggesting a motion to the members of the body. "A motion would be in order that we give 10-day's notice in the future for all our meetings." (3) Making the motion. As noted, the Chair has every right as a member of the body to make a motion, but should normally do so only if the Chair wishes to make a motion on an item but is convinced that no other member of the body is willing to step forward to do so at a particular time.

The Three Basic Motions

There are three motions that are the most common and recur often at meetings:

The basic motion. The basic motion is the one that puts forward a decision for the body's consideration. A basic motion might be: "I move that we create a 5-member committee to plan and put on our annual fundraiser."

The motion to amend. If a member wants to change a basic motion that is before the body, they would move to amend it. A motion to amend might be: "I move that we amend the motion to have a 10-member committee." A motion to amend takes the basic motion which is before the body and seeks to change it in some way.

The substitute motion. If a member wants to completely do away with the basic motion that is before the body, and put a new motion before the body, they would move a substitute motion. A substitute motion might be: "I move a substitute motion that we cancel the annual fundraiser this year."

"Motions to amend" and "substitute motions" are often confused. But they are quite different, and their effect (if passed) is quite different. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way. A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it. The decision as to whether a motion is really a "motion to amend" or a "substitute motion" is left to the chair. So that if a member makes what that member calls a "motion to amend", but the Chair determines that it is really a "substitute motion", then the Chair's designation governs.

Multiple Motions Before the Body

There can be up to three motions on the floor at the same time. The Chair can reject a fourth motion until the Chair has dealt with the three that are on the floor and has resolved them.

When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed first on the last motion that is made. So, for example, assume the first motion is a basic "motion to have a 5-member committee to plan and put on our annual fundraiser." During the discussion of this motion, a member might make a second motion to "amend the main motion to have a 10-member committee, not a 5-member committee to plan and put

on our annual fundraiser." And perhaps, during that discussion, a member makes yet a third motion as a "substitute motion that we not have an annual fundraiser this year." The proper procedure would be as follows:

First, the Chair would deal with the third (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion passed, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the body of the third motion (the substitute motion). No vote would be taken on the first or second motions. On the other hand, if the substitute motion (the third motion) failed then the Chair would proceed to consideration of the second (now, the last) motion on the floor, the motion to amend.

Second, if the substitute motion failed, the Chair would now deal with the second (now, the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee by 5 members or 10 members). If the motion to amend passed the Chair would now move to consider the main motion (the first motion) as amended. If the motion to amend failed the Chair would now move to consider the main motion (the first motion) in its original format, not amended.

Third, the Chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (5-member committee), or, if amended, would be in its amended format (10-member committee). And the question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the Chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the Chair must immediately call for a vote of the body without debate on the motion):

A motion to adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. It requires a simple majority vote.

A motion to recess. This motion, if passed, requires the body to immediately take a recess. Normally, the Chair determines the length of the recess which may be a few minutes or an hour. It requires a simple majority vote.

A motion to fix the time to adjourn. This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.

A motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on "hold". The motion can contain a specific time in which the item can come back to the body: "I move we table this item until our regular meeting in October." Or the motion can contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

A motion to limit debate. The most common form of this motion is to say: "I move the previous question" or "I move the question" or "I call the question." When a member of the body makes such a motion, the member is really saying: "I've had enough debate. Let's get on with the vote". When such a motion is made, the Chair should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a 2/3 vote of the body. Note: that a motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." Even in this format, the motion to limit debate requires a 2/3 vote of the body. A similar motion is a motion to object to consideration of an item. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a 2/3 vote.

Majority and Super-Majority Votes

In a democracy, a simple majority vote determines a question. A tie vote means the motion fails. So in a 7-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions come up when the body is taking an action which, effectively, cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a 2/3 majority (a super-majority) to pass:

Motion to limit debate. Whether a member says "I move the previous question" or "I move the question" or "I call the question" or "I move to limit debate", it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a 2/3 vote to pass.

Motion to close nominations. When choosing officers of the body (like the Chair) nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers, and it requires a 2/3 vote to pass.

Motion to object to the consideration of a question. Normally, such a motion is unnecessary since the objectionable item can be tabled, or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a 2/3 vote to pass.

Motion to suspend the rules. This motion is debatable, but requires a 2/3 vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to suspend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself: the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate, perhaps disagreement and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to a re-opener if a proper motion to reconsider is made.

A motion to reconsider requires a majority vote to pass, but there are two special rules that apply only to the motion to reconsider. First, is timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting of the body. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and by a 2/3 majority, can allow a motion to reconsider to be made at another time.) Second, a motion to reconsider can only be made by certain members of the body. Accordingly, a motion to reconsider can only be made by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she can make the motion to reconsider (any other member of the body may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back to the body again and again. That would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is then in order. The matter can be discussed and debated as if it were on the floor for the first time.

Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the Chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the Chair before proceeding to speak.

The Chair should always ensure that debate and discussion of an agenda item focuses on the item and the policy in question, not the personalities of the members of the body. Debate on policy is healthy, debate on personalities is not. The Chair has the right to cut off discussion that is too personal, is too loud, or is too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the Chair may, however, limit the time allotted to speakers, including members of the body.

Can a member of the body interrupt the speaker? The general rule is "no." There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be: "point of privilege." The Chair would then ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.

Order. The proper interruption would be: "point of order." Again, the Chair would ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the Chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the Chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the Chair is deemed reversed.

Call for orders of the day. This is simply another way of saying, "Let's return to the agenda." If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the Chair discovers that the agenda has not been followed, the Chair simply reminds the body to return to the agenda item properly before them. If the Chair fails to do so, the Chair's determination may be appealed.

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the Chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

Special Notes About Public Input

The rules outlined above will help make meetings very public-friendly. But in addition, and particularly for the Chair, it is wise to remember three special rules that apply to each agenda item:

Rule One: Tell the public what the body will be doing.

Rule Two: Keep the public informed while the body is doing it.

Rule Three: When the body has acted, tell the public what the body did.