

1. Agenda

Documents:

[CITY COUNCIL AGENDA 08 25 20.PDF](#)

2. Minutes

Documents:

[CITY COUNCIL MINUTES 08 25 20.PDF](#)

3. Meeting Materials

Documents:

[COUNCIL PACKET 08 25 20.PDF](#)
[RESOLUTION 1910.PDF](#)

**COUNCIL AGENDA
CITY OF CARTHAGE, MISSOURI
TUESDAY, AUGUST 25, 2020
6:30 P.M.**

AMENDED

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# 847 5637 7478 with a password 665509. 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. 20-39** – An Ordinance levying general taxes upon real property located within the City of Carthage, Jasper County, Missouri for the Year 2020, for General Revenue purposes and other purposes, and fixing the rates thereof. (Budget Ways & Means)
2. **C.B. 20-40** – An Ordinance authorizing utility rate changes for electric services as requested by the Carthage Water & Electric Plant Board. (CWEP)

16. New Business

1. **C.B. 20-41** – An Ordinance authorizing the Mayor to sign a Facilities Study and Environmental Documentation Agreement (Contract No. DE PM75-20SW00798) between the United States Department of Energy, Southwestern Power Administration (SWPA) and the City of Carthage, Missouri related to the addition of a transformer at Southwestern's Carthage Substation for use by the City of Carthage, Missouri. (CWEP)
2. **C.B. 20-42** – An Ordinance authorizing the Mayor to execute a Memorandum of Understanding between the City of Carthage and the Jasper County Sheriff's Office providing for prisoner housing for inmates with municipal charges. (Public Safety)
3. **C.B. 20-43** – An Ordinance authorizing the Mayor to enter into an Agreement with the Carthage R-9 School System granting the School System the privilege to utilize the Carthage Municipal Pool for the R-9 Swim program to be considered an emergency ordinance due to unforeseen circumstances which delay could hinder the effective delivery of municipal services. (Public Services)

17. Mayor's Appointments

18. Resolutions

1. Resolution 1910 – A Resolution determining the intent of the City of Carthage, Missouri, to reimburse itself for capital expenditures. (Carthage Water & Electric)

19. Closing Comments

20. Executive Session

21. 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

MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
AUGUST 25, 2020

The Carthage City Council met in regular session on the above date via video conference at 6:30 P.M. with Mayor Dan Rife presiding. Fire Chief Roger Williams gave the invocation and Police Chief Greg Dagnan led the flag salute.

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

The following Department Heads were present: 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. Snow, to approve the minutes of the August 11, 2020 Council Meeting. Motion carried unanimously.

During Citizen's Participation Period: Abi Almandinger, Vision Carthage, gave an update on the proposed mural project on the side of McBride's Antiques.

Mr. Snow reported the Budget Ways & Means Committee met on August 19 to review the budget with department heads.

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

Mr. Harrison reported the Public Safety Committee met on August 17. After a speed analysis at 13th and Clinton, additional speed limit signs will be installed in the area. Chief Dagnan and Public Works personnel will be looking at the alley between 10th and Miller with the possibility of making this a one-way alley. The renewal of the MOU with Jasper County for housing of inmates was approved and is being presented in C.B. 20-42.

Mr. Topete reported the Public Services Committee met on August 18. The Carthage Maple Leaf Car Show Committee requested use of Kellogg Lake Park on October 16-17. The Committee is requesting use of the South Lake Pavilion to host the Car Show and Cruise Night on Friday night. They requested use of the River Pavilion for the Swap Meet to be held at noon on October 16. The Car Show Committee will be providing ten porta-potties and a dumpster. They will also be coordinating electrical drops with CWEP. Parks Dept. will be bringing out additional trash barrels, tables, and barricades borrowed from the Street Department. They are requesting blocking off two of the gates, the one toward the highway and the gate on the southeast corner to control traffic flow. For the Cruise Night, they will have to set up some construction lights. Friday, they will start setting up at 9 am. Food trucks will be out later that day, located down by the River Pavilion. That

evening they will have music, festivities, and food. An agreement and event insurance will be worked out. Mr. Topete made a motion, seconded by Mr. Diggs, to approve the use of Kellogg Lake Park for the Carthage Maple Leaf Car Show on October 16-17 pending an agreement is signed and event insurance is secured. Motion carried.

Mr. Daugherty reported that the Public Works Committee is between meetings with the next meeting scheduled for September 1.

Special Committee and Board Liaison reports were given by Mr. Snow for Carthage Water & Electric, Ms. Otero for the Carthage Humane Society, Mr. Thompson for the Convention and Visitors Bureau and Chamber of Commerce, and Mr. Diggs for the Carthage Tree Board and Kellogg Lake Board.

Mayor Rife reported on communications with the Covid Task Force and the budget process.

During Reports of Council Members, Mr. Harrison thanked Public Safety personnel for their hard work, and Mr. Topete thanked Council Member Diggs for visiting with the Hispanic community, helping to address their concerns during the pandemic.

Police Chief Greg Dagnan and Fire Chief Roger Williams expressed their appreciation for support of the council members.

Parks and Recreation Director Mark Peterson said there was an issue with the concrete delaying the pickle ball courts. He also discussed the agreement with Carthage R-9 swim team and noted an increase in shelter usage at the park.

City Administrator Tom Short reported on the following: an engineering report for the HH roundabout, bid opening for the Carthage Historic Preservation floor workshop, a meeting with the mayor and other individuals involved with economic development and the GRO grant, progress on the budget, the shut-down of City Hall for one day due to Covid, a TAC meeting, and working on updating job descriptions as a result of the McGrath study.

The Committee on Claims filed a report in the amount of \$668,613.50 against the following funds: General Revenue \$84,858.05, Public Health \$138,836.23, Closed Landfill \$9,151.00, Lodging \$9,219.56, Parks/Stormwater \$60,062.18, Golf \$2,954.08, Capital Improvements \$154,343.73, Public Facilities \$19,965.00, and Payroll \$189,223.67. Ms. Otero made a motion, seconded by Mr. Armstrong, to accept the report and allow the claims. Motion carried.

Under Old Business, C.B. 20-39 – An Ordinance levying general taxes upon real property located within the City of Carthage, Jasper County, Missouri for the Year 2020 was placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson, Topete and West. The council bill was approved and numbered Ordinance 20-34.

C.B. 20-40 – An Ordinance authorizing utility rate changes for electric services as requested by the Carthage Water & Electric Plant Board was placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson, Topete and West. The council bill was approved and numbered Ordinance 20-35.

Under New Business, C.B. 20-41 – An Ordinance authorizing the Mayor to sign a Facilities Study and Environmental Documentation Agreement (Contract No. DE PM75-20SW00798) between the United States Department of Energy, Southwestern Power Administration (SWPA) and the City of Carthage, Missouri related to the addition of a transformer at Southwestern's Carthage Substation for use by the City of Carthage, Missouri was placed on first reading with no action taken.

C.B. 20-42 – An Ordinance authorizing the Mayor to execute a Memorandum of Understanding between the City of Carthage and the Jasper County Sheriff's Office providing for prisoner housing for inmates with municipal charges was placed on first reading with no action taken.

C.B. 20-43 – An Ordinance authorizing the Mayor to enter into an Agreement with the Carthage R-9 School System granting the School System the privilege to utilize the Carthage Municipal Pool for the R-9 Swim program to be considered an emergency ordinance due to unforeseen circumstances which delay could hinder the effective delivery of municipal services was placed on first reading with no action taken.

Mr. Snow made a motion, seconded by Mr. Armstrong, to follow the emergency protocol and advance Council Bill 20-43 to the second reading. Motion passed

C.B. 20-43 – An Ordinance authorizing the Mayor to enter into an Agreement with the Carthage R-9 School System granting the School System the privilege to utilize the Carthage Municipal Pool for the R-9 Swim program to be considered an emergency ordinance due to unforeseen circumstances which delay could hinder the effective delivery of municipal services was placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson, Topete and West. The council bill was approved and numbered Ordinance 20-36.

Mr. Armstrong made a motion, seconded by Mr. Daugherty, to approve Resolution 1910 – A Resolution determining the intent of the City of Carthage, Missouri, to reimburse itself for capital expenditures. Resolution 1910 was adopted by a roll call vote of 10 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson, Topete and West.

During closing remarks, Mr. Thompson and Mr. Diggs thanked staff for their hard work.

Ms. Otero made a motion, seconded by Mr. Daugherty, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:15 p.m.

Dan Rife, Mayor

Traci Cox, City Clerk

**COUNCIL AGENDA
CITY OF CARTHAGE, MISSOURI
TUESDAY, AUGUST 25, 2020
6:30 P.M. – COUNCIL CHAMBERS**

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

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

8. Reports of Standing Committees

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)

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1. **C.B. 20-41** – An Ordinance authorizing the Mayor to sign a Facilities Study and Environmental Documentation Agreement (Contract No. DE PM75-20SW00798) between the United States Department of Energy, Southwestern Power

Administration (SWPA) and the City of Carthage, Missouri related to the addition of a transformer at Southwestern's Carthage Substation for use by the City of Carthage, Missouri. (CWEP)

2. **C.B. 20-42** – An Ordinance authorizing the Mayor to execute a Memorandum of Understanding between the City of Carthage and the Jasper County Sheriff's Office providing for prisoner housing for inmates with municipal charges. (Public Safety)
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MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
AUGUST 11, 2020

The Carthage City Council met in regular session on the above date in the City Hall Council Chambers at 6:30 P.M. with Mayor Dan Rife presiding. Fire Chief Roger Williams gave the invocation and Police Chief Greg Dagnan led the flag salute.

The following Council Members answered roll call: Craig Diggs, Ed Barlow, Seth Thompson, James Harrison, Juan Topete, David Armstrong, Ray West, Ceri Otero, Mike Daugherty and Alan Snow. City Administrator Tom Short and City Attorney Nate Dally were also present.

The following Department Heads were present: 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. Harrison, to approve the minutes of the July 28, 2020 Special Council Meeting. Motion carried unanimously.

No citizens were present to speak during Citizen's Participation Period.

Mr. Snow reported the Budget Ways & Means Committee met on August 10. The property tax levy was approved and is being presented in C.B. 20-39. Mr. Snow also reported there would not be a contract with the Chamber of Commerce for economic development.

Ms. Otero reported the Committee on Insurance/Audit and Claims met on this date and approved the claims. An updated COVID-19 Employee Leave Policy was reviewed. Ms. Otero made a motion, seconded by Mr. Armstrong, to approve the revised COVID-19 Employee Leave Policy. Motion carried.

Mr. Harrison reported the Public Safety Committee is between meetings with the next meeting scheduled for August 17.

Mr. Topete reported the Public Services Committee is between meetings with the next meeting scheduled for August 18.

Mr. Daugherty reported that the Public Works Committee met August 4 with no action taken.

Special Committee and Board Liaison reports were given by Ms. Otero for the Carthage Humane Society and Mr. Thompson for the Convention and Visitors Bureau.

Mayor Rife reported on budget meetings with department heads.

Parks and Recreation Director Mark Peterson reported the pickleball courts will be ready soon with a grand opening to be held on September 1. Food Truck Friday will resume on August 14.

City Administrator Tom Short reported on the following: the distribution of masks by the task force, the Budget meeting to be held on August 19, Covid staff briefings are still being held three times a week, a meeting with the Parks & Recreation Director to discuss salary study placements, and sales tax revenues.

The Committee on Claims filed a report in the amount of \$2,006,284.28 against the following funds: General Revenue \$87,571.34, Public Health \$5,999.35, Golf \$2,496.01, Public Facilities \$84,824.52, Library \$25,000.00, Payroll \$300,393.06, and Carthage Water & Electric \$1,500,000.00. Ms. Otero made a motion, seconded by Mr. Armstrong, to accept the report and allow the claims. Motion carried.

A Public Hearing was held for the property tax rates proposed to be set by the City of Carthage. No citizens were present to speak at the public hearing.

Under Old Business, C.B. 20-38 – An Ordinance authorizing the Mayor to enter into a contract with the Community Foundation of the Ozarks, Carthage Community Foundation, CWEP and Innovation Economy Partners for the Growth in the Regional Ozarks 3.0 Program for Carthage, Missouri was placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson, Topete and West. The council bill was approved and numbered 20-33.

Under New Business, C.B. 20-39 – An Ordinance levying general taxes upon real property located within the City of Carthage, Jasper County, Missouri for the Year 2020 was placed on first reading with no action taken.

C.B. 20-40 – An Ordinance authorizing utility rate changes for electric services as requested by the Carthage Water & Electric Plant Board was placed on first reading with no action taken.

During closing remarks, Mr. Snow wished the teachers on council good luck going back to school.

Mr. Snow made a motion, seconded by Mr. Daugherty, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 6:54 p.m..

Dan Rife, Mayor

Traci Cox, City Clerk

***PRESENTATIONS/
PROCLAMATIONS***

***PUBLIC
HEARINGS***

***OLD
BUSINESS***

COUNCIL BILL NO. 20-39

ORDINANCE NO. _____

AN ORDINANCE LEVYING GENERAL TAXES UPON REAL PROPERTY LOCATED WITHIN THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI FOR THE YEAR 2020, FOR GENERAL REVENUE PURPOSES AND OTHER PURPOSES, AND FIXING THE RATES THEREOF.

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

SECTION I: That a tax be and the same is hereby levied for the year 2020, upon all real property which is subject to taxation for municipal purposes under the statutes of the State of Missouri, within the corporate limits of the City of Carthage, Jasper County, Missouri as follows:

First, for General Revenue purposes, 0.3528 cents per One Hundred Dollars assessed valuation.

Second, for the purpose of maintaining the Public Library for the City of Carthage, 0.1762 cents per One Hundred Dollars assessed valuation.

Third, for the purpose of maintaining Public Parks and Recreation within the City of Carthage, 0.1522 cents per One Hundred Dollars assessed valuation.

Fourth, for the purpose of maintaining the Public Health of the City of Carthage, 0.0802 cents per One Hundred Dollars assessed valuation.

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

PASSED AND APPROVED THIS ____, DAY OF ____, 2020.

Mayor, Dan Rife

ATTEST:

City Clerk, Traci Cox

(Sponsored by the Budget Ways & Means Committee)



The City of Carthage

America's Maple Leaf City

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

NOTICE OF PUBLIC HEARING

A Public Hearing will be held at 6:30 P.M., Tuesday, August 11, 2020 in the City Hall, Council Chambers, 326 Grant Street Carthage, Missouri at which time Citizens may be heard on the property tax rates proposed to be set by the City of Carthage.

<u>Assessed Valuations</u>	<u>Current</u> <u>Year 2020</u>	<u>Prior Year</u> <u>2019</u>
Real Estate – Residential	79,917,720	79,082,090
Real Estate – Agriculture	553,380	550,210
Real Estate – Commercial	46,909,190	45,404,260
 <u>Local/State Assessed RR/Utilities</u>	 <u>Current</u> <u>Year 2020</u>	 <u>Prior Year</u> <u>2019</u>
Local Valuations	1,867,390	1,843,210
State Valuations	190,190	184,127
 ASSESSED TOTALS	 129,437,870	 127,063,897
 <u>Funds</u>	 <u>Prior Year</u> <u>Levy</u>	 <u>Proposed Levy</u> <u>Property Tax</u> <u>2020</u>
General Revenue Fund	0.3528	0.3528 \$456,656
Public Health Fund	0.0802	0.0802 \$103,809
Park & Recreation Fund	0.1522	0.1522 \$197,004
Library Fund	0.1762	0.1762 \$228,069
 FUND TOTALS	 0.7614	 0.7614 \$985,538

*This rate is subject to change due to the receipt of subsequent information or upon notice from the State Auditor's Office. A copy of the City of Carthage Annual Budget for Fiscal Year 2020-2021 is available for public inspection at City Hall, 326 Grant Street Carthage, Missouri.

Traci Cox
City Clerk / Finance Officer
City of Carthage

POSTED: 08/04/2020 Carthage City Hall, Carthage Public Library, Carthage Police Department, Carthage Fire Department, Carthage Website at www.carthagemo.gov
Carthage Memorial Hall and Carthage Public Works Department

TO: Mayor and Council Members

FROM: Traci Cox, City Clerk / Finance Officer

RE: Tax Levy on Real Property

We received the “aggregate assessed valuation notice and levy worksheets” on July 29, 2020. The numbers listed below show what the Council approved last year in August 2019:

General Revenue	0.3528
Library	0.1762
Public Health	0.0802
Park & Recreation	0.1522
TOTAL	0.7614

Here are numbers for this year (2020):

General Revenue	0.3528
Library	0.1762
Public Health	0.0802
Park & Recreation	0.1522
TOTAL	0.7614

If the above rates are approved for 2020 and you owned the same home as the previous year, your City Property Tax would be \$144.67 this year.

(100,000 x 19%=19,000 / 100 = 190 x 0.7614 = \$144.67)

COUNCIL BILL NO. 20-40

ORDINANCE NO. _____

An Ordinance authorizing utility rate changes for electric services as requested by the Carthage Water & Electric Plant Board.

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

SECTION I: Utility rate changes are hereby authorized for electric services effective October 1, 2020, as requested by the Carthage Water & Electric Plant Board in accordance with the schedules which are attached hereto and incorporated herein by reference.

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.

MAYOR

ATTEST:

CITY CLERK

Sponsored by: Carthage Water and Electric Plant Board

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
RESIDENTIAL SERVICE**

AVAILABILITY:

This rate is available by contract for single-phase 120/240 volt service to a single family dwelling through one meter for domestic use, and to separate structures on the same parcel of land, so long as these additional structures are not used for commercial purposes.

ENERGY CHARGE:

For all kWh used per month, per kWh	\$0.09547
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MONTHLY CUSTOMER CHARGE:

Residential Service (single family dwelling)	\$16.80
Residential Service (additional structures)	\$25.80

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth in this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fee (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. The use of motors not exceeding five horsepower will be permitted hereunder; provided, however, that motors of one horsepower and over must be connected for 240 volts, and provided further that simultaneous starting of motors totaling over five horsepower will not be permitted except that operation of air conditioners with a nominal manufacturer's rating of up to and including five ton capacity will be permitted under the further provision that not more than five tons (manufacturer's nominal rating) may be started from a single control. Equipment characterized by severe or fluctuating demands will not be permitted under this rate schedule. Service is for the exclusive use of the customer and shall not be resold or shared with others. Carthage Water & Electric Plant maintains sole discretion to determine which services will be billed under this rate.

Effective October 1, 2020

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
GENERAL SERVICE**

ENERGY CHARGE:

For Demand Meters:

For the first 5000 kWh used per month, per kWh	\$0.08134
For all additional kWh used per month, per kWh	\$0.07424

For Non-Demand Meters:

For the first 5000 kWh used per month, per kWh	\$0.09610
For all additional kWh used per month, per kWh	\$0.08200

MONTHLY CUSTOMER CHARGE:

Single-Phase Service	\$30.00
Three-Phase Service	\$85.00

MONTHLY DEMAND CHARGE:

For the first 8 kW of billing demand, per kW:	No Charge
Over 8 kW of billing demand, per kW:	\$7.85

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth in this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Billing demand shall be based on the current monthly peak. The above undiscounted rates apply to secondary service. Primary service discounts shall apply to those customers who own their own transformation facilities (see Primary Service schedule and associated Conditions of Service). The General Service rate was developed assuming those customers who do not own their own facilities will be metered on the low side of the transformer and receive no discount. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective October 1, 2020

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
PRIMARY SERVICE**

AVAILABILITY:

The primary rate shall apply to those customers who own their own transformation facilities.

ENERGY CHARGE:

For the first 5,000 kWh used per month, per kWh	\$0.08516
For the next 195,000 kWh used per month, per kWh	\$0.06056
For the next 300,000 kWh used per month, per kWh	\$0.05366
For all additional kWh used per month, per kWh	\$0.05216

MONTHLY DEMAND CHARGE:

Per kW of billing demand	\$7.81
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MONTHLY CUSTOMER CHARGE:

Single-Phase Service	\$30.00
Three-Phase Service	\$90.00

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth in this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Billing demand shall be based on the current monthly peak. Primary Service rates shall apply to those customers who own their own transformation facilities. Those who do own transformation facilities will be metered on the high side of the transformer and will accordingly be eligible for the Primary Service rates in this tariff. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective October 1, 2020

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
MUNICIPAL GENERAL SERVICE**

ENERGY CHARGE:

For Demand Meters:

For the first 5000 kWh used per month, per kWh	\$0.05694
For all additional kWh used per month, per kWh	\$0.05197

For Non-Demand Meters:

For the first 5000 kWh used per month, per kWh	\$0.06727
For all additional kWh used per month, per kWh	\$0.05740

MONTHLY CUSTOMER CHARGE:

Single-Phase Service	\$21.00
Three-Phase Service	\$59.50

MONTHLY DEMAND CHARGE:

For the first 8 kW of billing demand, per kW:	No Charge
Over 8 kW of billing demand, per kW:	\$5.50

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Municipal General Service rates are based on General Service rates, discounted 30%. Billing demand shall be based on the current monthly peak. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective October 1, 2020

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
MUNICIPAL STREET LIGHTING & TRAFFIC SIGNALS SERVICE**

ENERGY CHARGE:

All kWh used per month, per kWh	\$0.04190
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MONTHLY CUSTOMER CHARGE:

Single-Phase service	\$15.00
Three-Phase service	\$42.50

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective October 1, 2020

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
AREA LIGHTING**

AVAILABILITY:

This rate is available to consumers using Carthage Water & Electric Plant's electric service.

UNIT CHARGE:

53 LED, 60 LED, 66 LED, 70 LED, & 175 MVL Watt fixture, metered, monthly charge	\$3.60
53 LED, 60 LED, 66 LED, 70 LED, 100 HPS, 150 HPS & 175 MVL Watt fixture, unmetered, monthly charge	\$9.16
100 LED, 120 LED, 250 HPS & 400 MVL Watt fixture, metered, monthly charge	\$7.33
100 LED, 120 LED, 250 HPS & 400 MVL Watt fixture, unmetered, monthly charge	\$18.27
105 Watt Flood, metered, monthly charge	\$9.49
105 Watt Flood, unmetered, monthly charge	\$13.08
185 Watt Flood, metered, monthly charge	\$11.54
185 Watt Flood, unmetered, monthly charge	\$15.38
390 Watt Flood, metered, monthly charge	\$11.79
390 Watt Flood, unmetered, monthly charge	\$19.74

POLE INSTALLATION CHARGE:

Installation of new pole when lighting unit requires a new pole	\$88.55
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PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service under this schedule provides area lighting using CWEP's standard street lighting or floodlighting fixtures bracket mounted on CWEP-owned or leased poles, tower or fixtures. Said lighting fixtures shall be controlled by CWEP street lighting practices. Ornamental poles or non standard mountings will be provided at customer expense. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective October 1, 2020

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
MUNICIPAL AREA LIGHTING**

AVAILABILITY:

This rate is available to City of Carthage departments for area lighting.

UNIT CHARGE:

53 LED, 60 LED, 66 LED, 70 LED, & 175 MVL Watt fixture, metered, monthly charge @ \$3.60, discounted 30%	\$2.52
53 LED, 60 LED, 66 LED, 70 LED, 100 HPS, 150 HPS, unmetered, monthly charge @ \$9.16, discounted 30%	\$6.41
100 LED, 120 LED, metered, monthly charge @ \$7.33, discounted 30%	\$5.13
100 LED, 120 LED, 250 HPS & 400 MVL Watt fixture, unmetered, monthly charge @ \$18.27, discounted 30%	\$12.79
105 Watt Flood, metered, monthly charge @ \$9.49 discounted 30%	\$6.64
105 Watt Flood, unmetered, monthly charge @ \$13.08, discounted 30%	\$9.16
185 Watt Flood, metered, monthly charge @ \$11.54, discounted 30%	\$8.08
185 Watt Flood, unmetered, monthly charge @ \$15.38, discounted 30%	\$10.77
390 Watt Flood, metered, monthly charge @ \$11.79, discounted 30%	\$8.25
390 Watt Flood, unmetered, monthly charge @ \$19.74, discounted 30%	\$13.82

POLE INSTALLATION CHARGE:

Installation of new pole when lighting unit requires new pole @ \$88.55, discounted 30%	\$61.99
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PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service under this schedule provides area lighting using CWEP's standard street lighting or floodlighting fixtures bracket mounted on CWEP-owned or leased poles, tower or fixtures. Said lighting fixtures shall be controlled by CWEP street lighting practices. Ornamental poles or non standard mountings will be provided at customer expense. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective October 1, 2020

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
SPORTS FIELD LIGHTING AND CORPS OF ENGINEERS
APPROVED FLOOD CONTROL AREAS**

AVAILABILITY:

This rate is available by contract to non-commercial institutions within the city limits of Carthage for Sports Field lighting and Corps of Engineers approved Flood Control areas.

ENERGY CHARGE:

For the first 5000 kWh used per month, per kWh	\$0.08134
For all additional kWh used per month, per kWh	\$0.07424

MONTHLY DEMAND CHARGE:

For all KW of billing demand, per KW	No Charge
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MONTHLY CUSTOMER CHARGE:

Single-Phase service	\$30.00
Three-Phase service	\$85.00

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective October 1, 2020

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
MUNICIPAL SPORTS FIELD LIGHTING**

AVAILABILITY:

This rate is available by contract to City Departments within the city limits of Carthage for Sports Field lighting.

ENERGY CHARGE:

For the first 5000 kWh used per month, per kWh	\$0.05694
For all additional kWh used per month, per kWh	\$0.05197

MONTHLY DEMAND CHARGE:

For all KW of billing demand, per KW	No charge
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MONTHLY CUSTOMER CHARGE:

Single-Phase service	\$21.00
Three-Phase Service	\$59.50

PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within of this rate book.

CONDITIONS OF SERVICE:

Municipal Sports Field Lighting rates are based on Sports Field Lighting and Corps of Engineers Approved Flood Area rates, discounted 30%. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective October 1, 2020

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
TEMPORARY ELECTRIC SERVICE**

AVAILABILITY:

This rate is available for single phase 120/240 volt temporary service for construction or other temporary purposes.

ENERGY CHARGE:

For the first 100 kWh used per month, per kWh	\$0.22243
For all additional kWh used per month, per kWh	\$0.15343

MONTHLY CUSTOMER CHARGE:

Single-Phase service	\$18.22
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SETUP CHARGE:

Temporary electric service setup charge	\$75.00
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PURCHASE POWER ADJUSTMENT:

In addition to the above charges, a Purchase Power Adjustment charge may be added to each customer's bill, as shown on the Purchase Power Adjustment provision contained within this rate book.

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective October 1, 2020

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
PARALLEL GENERATION SERVICE**

AVAILABILITY:

This schedule is available for service to customers who generate part, all or more than their requirements, only by special contract stipulating conditions of service and customer interconnection equipment.

NEW RATE:

Power and energy sold to customer shall be billed at the applicable General or Primary Service rates except that the Billing Demand shall be the maximum 15 minute measured demand in the past thirty-six months, adjusted for power factor. Energy delivered to the Department by the customer shall be purchased at a rate per kWh equal to that month's per kWh charge to CW&EP for Sikeston Power Plant energy; if there should be no Sikeston energy billing because of plant outage or other reasons, then this rate will be based on the weighted-average energy cost for the month.

MINIMUM MONTHLY BILL:

The minimum bill shall be the Billing Demand.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

Effective January 1, 1994

**CARTHAGE WATER & ELECTRIC PLANT
ELECTRIC RATES
PURCHASE POWER ADJUSTMENT**

The purpose of this rate is to accurately recover from customers the cost of wholesale electric energy purchased and generated more than the cost forecasted by Carthage Water & Electric Plant in conjunction with electric service rates. The actual cost of wholesale electric energy purchased and generated above the forecasted amount shall be billed as a Purchase Power Adjustment (PPA) determined by multiplying the billed kWh for the current month times a Purchase Power Adjustment Factor (PPAF). The calculation of the PPAF is as follows:

$$PPAF = A \times 1/(1-B)$$

Where:

PPAF = Purchase Power Adjustment Factor to be made per kWh billed

A = The amount in cents or fraction thereof by which the average cost of power per kWh paid by the utility to purchase or generate energy during the previous twelve months for which kWh is billed exceeds or is less than \$0.05346 per kWh

B = The average percentage of power losses expressed decimally for the previous twelve months as shown in the production and disposition analysis.

Effective July 1, 2019

**CARTHAGE WATER & ELECTRIC PLANT
WATER RATES
RESIDENTIAL WATER SERVICE**

AVAILABILITY:

This rate is available by contract to residential consumers living in single family dwellings.

NET RATE:

All CCF	\$2.55
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MONTHLY CUSTOMER CHARGE:

Residential Customer Charge	\$10.23
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SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

NOTE:

One CCF = one hundred cubic feet = 750 gallons

Effective July 1, 2019

**CARTHAGE WATER & ELECTRIC PLANT
WATER RATES
COMMERCIAL WATER SERVICE**

AVAILABILITY:

This rate is available by contract to consumers not living in single family dwellings.

NET RATE:

All CCF	\$2.58
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MONTHLY CUSTOMER CHARGE:

Commercial Customer Charge	\$23.63
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SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others without prior written approval from CW&EP.

NOTE:

One CCF = one hundred cubic feet = 750 gallons

Effective July 1, 2019

**CARTHAGE WATER & ELECTRIC PLANT
WASTEWATER RATES
WASTEWATER SERVICE**

APPLICABILITY:

This rate applies to all accounts served by the sanitary wastewater system of the City of Carthage, MO. The rate is based upon consumption of water from the municipal water system with provisions for modifications in those accounts for which the use of municipal water is not a reasonable measure of the use of the wastewater system. For all non-residential usage, these rates are based upon actual month-to-month water consumption. For residential users, these rates are based upon the average water consumed during the months of December, January, February, and March. New residential accounts which have not established usage over these four months will be billed their month-to-month water usage until a complete, consecutive four-month billing base is established during the months of December, January, February and March. The definition of residential users, for Wastewater charges only, includes single-family dwellings, multiple-family dwellings, trailer courts, apartment houses and any other residential-type complex.

NET RATE:

All CCF	\$1.83
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MONTHLY CUSTOMER CHARGE:

The customer charge shall be based on water meter size as follows:

5/8" meter	\$18.00	3" meter	\$29.40
1" meter	\$19.80	4" meter	\$34.10
1 1/2" meter	\$22.20	6" meter	\$43.70
2" meter	\$24.60		

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

For customers not using CW&EP water, but using the wastewater service, monthly fees are as follows:

Up to 1,500 sq ft dwelling	\$25.19
1,500 to 2,500 sq ft dwelling	\$32.56
Over 2,500 sq ft dwelling	\$38.09

NOTE: One CCF = one hundred cubic feet = 750 gallons

Effective October 1, 2020

**CARTHAGE WATER & ELECTRIC PLANT
WASTEWATER RATES
CITY ORDINANCE APPROVED OUTSIDE OF CITY CONSUMERS**

APPLICABILITY:

This rate applies to accounts served by the sanitary wastewater system of the City of Carthage, MO, outside City limits, pursuant to City ordinance approval.

NET RATE:

All CCF \$1.92

MONTHLY CUSTOMER CHARGE:

The customer charge shall be based on water meter size as follows:

5/8" meter	\$18.00	3" meter	\$29.40
1" meter	\$19.80	4" meter	\$34.10
1 1/2" meter	\$22.20	6" meter	\$43.70
2" meter	\$24.60		

SPECIAL FACILITIES CHARGE:

Special facilities charges will apply to all such service as determined by the special facility requirements necessary to serve the customer.

EXTRA STRENGTH CHARGES (IF APPLICABLE):

Extra strength sewage charges may also be applicable as determined by the sampled strength of the discharge.

PAYMENT:

The above rates are net. Bills are due and payable at net upon receipt. Late fees may be applied in accordance with provisions set forth within this rate book.

CONDITIONS OF SERVICE:

Rates do not include any franchise fees (Payments In Lieu Of Tax) or sales tax. Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service is for the exclusive use of the customer and shall not be resold or shared with others.

PERMITS REQUIRED:

Service under this tariff may be subject to issuance of a wastewater permit pursuant to City Ordinance #6002.

NOTE:

One CCF = one hundred cubic feet = 750 gallons

Effective October 1, 2020

**CARTHAGE WATER & ELECTRIC PLANT
PAYMENT IN LIEU OF TAX**

APPLICATION:

This rider shall apply to all Electric, Water and Wastewater billings to customers located within the City of Carthage except for City or City department accounts.

RATE:

Charge amount shall be 3.5% of the applicable service charges. Such payment in lieu of tax shall not exceed \$100 per month, per metered account.

Effective January 1, 1994

**CARTHAGE WATER & ELECTRIC PLANT
SERVICE CHARGES**

SERVICE PERFORMED:

Service - Connect - during office hours	\$30.00
Service - Connect - after office hours	\$75.00
Electric Service - Disconnect - at the pole	\$125.00
Electric Service - Reinstate - at the pole	\$125.00
Electric Service - Disconnect - at the pole - after hours	\$210.00
Electric Service - Reinstate - at the pole - after hours	\$210.00
Service - Non-Payment Reinstate - during office hours	\$30.00
Service - Non-Payment Reinstate - after office hours	\$75.00
Service call due to Meter Tampering	\$70.00
Service charge for return check	\$25.00
Set portable watthour meter	\$30.00

WATER AND WASTEWATER SERVICES

1" Service:	Tap only by CWEP personnel	\$500.00
	CWEP provides contractor with meter, meter pit, meter lid, top shutoff, check valve and meter adaptors	
2" Service:	Tap only by CWEP personnel	\$1,000.00
	CWEP provides contractor with meter, meter pit, meter lid, top shutoff, check valve and meter adaptors	
4" Service or larger:	Charge based on actual labor, overhead and material on a per-connection basis	
Temporary Meters:	Deposit:	\$1,000.00
	Fee for CWEP to set meter:	\$50.00
	Deposit will be refunded if meter is returned in proper working order. Any damage will result in the cost of any replacement parts deducted from the deposit up to the entire amount of the deposit.	
Frontage Fee:	Water: \$50 per foot of water service available. Wastewater: \$50 per foot of wastewater service available.	

Effective July 1, 2019

**CARTHAGE WATER & ELECTRIC PLANT
LATE PAYMENT PENALTY**

Customer account balances not paid by the past due date specified on the bill will be assessed a 10% late payment penalty charge. Penalty charges will not be assessed on balances previously penalized.

If a due date falls on a weekend or holiday, payments will be accepted without a late fee on the following business day.

CW&EP will accept, without penalty, payments received in the mail and drop box prior to the start of business on the first business day following the past due date specified on the bill.

Effective July 1, 1994

Updated August 21, 2003

**CARTHAGE WATER & ELECTRIC PLANT
MISSOURI WATER PRIMACY FEE**

Rule 10 CSR 60-16.010 Levy and Collection of the Missouri Primacy Fee requires collection of a fee from all customers of public water systems based on the size of the water system and the customer's meter size. These fees are collected monthly and remitted to the Department of Natural Resources of the State of Missouri.

	<u>AMOUNT</u>
Water System service monthly connection fees are as follows:	
Unmetered customers and customers with a meter less than or equal to one inch	\$0.23
More than one inch and less than two inches	\$0.62
More than two inches and less than four inches	\$3.43
More than four inches	\$6.87

*Enacted September 1, 1992
Updated September 1, 2006*

**CARTHAGE WATER & ELECTRIC PLANT
ECONOMIC DEVELOPMENT RIDER**

Purpose:

The purpose of this economic development rider is to encourage industrial development in the Carthage Water & Electric Plant (CWEP) service territory.

Definitions:

1. Annual Load Factor: The annual load factor applicable to the customer shall be determined by the following relationship:
Load Factor:
$$\frac{\text{Annual Energy (kWh)}/\text{Hours in Year}}{\text{Average Billing Demand (kW)}}$$
2. Average Billing Demand: The sum of monthly electric billing demands divided by the number of months. For calculation of annual load factor, the twelve most recent billing demands are applied, unless fewer than twelve months are available or practical, in which case the most recent available billing demands shall be applied.
3. Month: The term "month" or "monthly" refers to the billing month as determined by CWEP.
4. New Industrial Customer: A customer in CWEP's service territory utilizing new facilities which result in new load.
5. New Load: The term "new load" refers to the amount of load that is added to CWEP's system after a date defined by contract.

Availability:

Electric service under this rider is only available to new industrial customers otherwise qualified for service under the Primary Service Rate and the General Service Rate and who make application for service.

For purposes of this rider, an industrial customer is defined as any business primarily engaged in the manufacturing or processing of a product for sale or resale or any other similar industrial-related activities as may be determined by CWEP.

Applicability:

Upon the written request of the customer and acceptance by CWEP, the provisions of this rider will be applicable to customers who meet the following qualifications:

- 1) The monthly billing demand of the new customer is reasonably projected to be at least 200 kW within two years of the new customer first receiving service.
- 2) The annual load factor of the new customer is reasonably projected to equal or exceed an annual load factor of 50% within two years of the new customer first receiving service from CWEP.
- 3) If, as determined by CWEP, the new customer load fails to meet the applicability criteria at the end of the two-year projection period starting with the first month's application of the incentive discount provisions, CWEP may terminate the application of the provisions for the remaining years of the discount period.
- 4) Once a customer achieves 200 kW of monthly billing demand, the customer must maintain an average billing demand of 200 kW and an average load factor of 50%, as determined by CWEP, to continue to be eligible for this rider.

Written requests for service under this rider shall be accompanied by sufficiently detailed information to enable CWEP to determine whether the new customer is reasonably expected to meet the above criteria. All written requests for service under this rider will be considered by CWEP; however, requests which do not conform to the purpose and availability of this rider will not be approved.

Monthly Incentive Credit:

Under this rider, the customer will receive a bill credit which is determined as a percentage of all otherwise applicable demand charges for all kW of demand billing:

First Contract Year:	25%
Second Contract Year:	20%
Third Contract Year:	15%
Fourth Contract Year:	10%
Fifth Contract Year:	5%
Sixth Contract Year:	0%

Termination:

Failure of the customer to meet or maintain any of the applicable criteria of this rider or the terms of any applicable service contract may lead to termination of the contract and the application of this rider. If CWEP determines that the customer is non-compliant, the customer will be notified within thirty days of the determination and credits available in this rider will no longer apply to future bills.

Effective July 1, 2019

***NEW
BUSINESS***

COUNCIL BILL NO. 20-41

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to sign a Facilities Study and Environmental Documentation Agreement (Contract No. DE PM75-20SW00798) between the United States Department of Energy, Southwestern Power Administration (SWPA) and the City of Carthage, Missouri related to the addition of a transformer at Southwestern's Carthage Substation for use by the City of Carthage, Missouri.

WHEREAS, the City of Carthage proposes that an additional transformer be installed for the City's use in the Carthage Substation owned by Southwestern Power Administration; and

WHEREAS, the purposes of this Agreement are to provide for the responsibilities of the City and SWPA in the development and review of the design of the Carthage Transformer Addition, to ensure that the Transformer Addition satisfies SWPA's technical and property requirements, and complete SWPA's environmental and cultural resource review.

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

SECTION I: The Mayor is hereby authorized to execute on behalf of the City of Carthage, Missouri Contract No. DE PM75-20SW00798 with the United States Department of Energy, Southwestern Power Administration a copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Contract No. DE PM75-20SW00798

UNITED STATES
DEPARTMENT OF ENERGY
SOUTHWESTERN POWER ADMINISTRATION

FACILITIES STUDY AND
ENVIRONMENTAL DOCUMENTATION AGREEMENT

BETWEEN

SOUTHWESTERN POWER ADMINISTRATION

AND

CITY OF CARTHAGE, MISSOURI

Section 1. Background. (a) The City of Carthage, Missouri (hereinafter "Carthage"), proposes that an additional transformer be installed for Carthage's use in the Carthage Substation owned by Southwestern Power Administration (hereinafter "Southwestern"). The addition of the transformer will require expansion of the 161-kilovolt (kV) buswork into a new bay to be labeled "72," addition of 69-kV equipment into the existing buswork to establish a bay to be labeled "152," and connection of the transformer and associated equipment as shown in Exhibit "1," which is attached to this Facilities Study and Environmental Documentation Agreement (hereinafter "Agreement") and by this reference incorporated herein. For the purposes of this Agreement, the project shall be referred to as the "Carthage Transformer Addition."

Section 2. Purpose. (a) The purpose of this Agreement is to: (1) provide for the responsibilities of Carthage and Southwestern (hereinafter sometimes referred to individually as "Party" and collectively as "Parties") in the development and review of the design of the Carthage Transformer Addition; (2) ensure that the Carthage Transformer Addition satisfies Southwestern's technical and property requirements; and (3) complete Southwestern's environmental and cultural resource review and documentation requirements, under the terms and conditions as set forth in the following sections.

Section 3. Definitions.

(a) Good Utility Practice - Any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time

period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region in which the Parties operate.

(b) System of Carthage - The generation, transmission, and related facilities owned by Carthage, and/or the generation, transmission, and related facilities owned by others, the capacity of which, by contract, is available to and utilized by Carthage to satisfy its requirements and obligations to Southwestern under this Contract.

(c) System of Southwestern - The generation, transmission, and related facilities owned by Southwestern, and/or the generation, transmission, and related facilities owned by others, the capacity of which, by contract, is available to and utilized by Southwestern to satisfy its requirements and obligations to Carthage under this Contract.

Section 4. Carthage Transformer Addition Design and Ownership. (a) Southwestern shall develop the design of the Carthage Transformer Addition subject to the provisions of this Agreement and subject to review by Carthage. Following construction of the Carthage Transformer Addition pursuant to a separate agreement between the Parties, Southwestern shall own the new transformer and Carthage shall be charged a transformation service charge.

(b) Facilities to be owned by Southwestern in Southwestern's Carthage Substation pursuant to this Agreement, including but not limited to the new transformer, shall be designed in accordance with Southwestern's requirements as established pursuant to this Agreement. Facilities to be owned by Carthage in Southwestern's Carthage Substation pursuant to this Agreement shall be designed in accordance with either Southwestern or Carthage design criteria, consistent with Southwestern's General Requirements for Interconnection and with Section 4(e) of this Agreement; Provided, That, protective relay design and settings shall be subject to the approval of both Parties regardless of ownership.

(c) Drawings created by Southwestern pursuant to Sections 4(a)-(b) of this Agreement shall be owned and maintained by Southwestern.

(d) During Southwestern's design of the Carthage Transformer Addition, Southwestern shall, at its sole option and discretion, perform load flow, short circuit, and stability analyses to

identify impacts to Southwestern's system and neighboring systems associated with the interconnection. Such review may include coordination with Southwest Power Pool, Inc.

(e) Southwestern shall determine the facilities required to connect to Southwestern's system, including, but not limited to:

- i. type of interrupting devices such as breakers, circuit switchers, disconnect switches, and associated control cable and conduit;
- ii. structures such as H frame and dead end structures and associated bus work;
- iii. configuration such as ring bus, tap, etc.;
- iv. modifications to Southwestern's transmission lines including Fiber Optic Ground Wire (hereinafter "OPGW") and OPGW terminal equipment;
- v. telemetering and communications equipment including meters, current transformers, potential transformers, Supervisory Control and Data Acquisition, Remote Terminal Unit, fiber optics, microwave, radio, leased phone line;
- vi. control building, environmental control, panels, etc.; and
- vii. site construction materials including fencing and necessary access roadwork.

(f) In the event the facilities determined to be necessary for the Carthage Transformer Addition pursuant to Section 4(e) of this Agreement are inconsistent with the requirements of Southwestern's General Requirements for Interconnection, the facilities determined pursuant to Section 4(e) of this Agreement shall prevail when such facilities, in Southwestern's sole opinion, do not degrade the reliability of the System of Southwestern and are consistent with the requirements of Southwestern, or when, in Southwestern's sole opinion, such facilities create greater reliability on the System of Southwestern, or facilitate maintenance schedules under the review of the Regional Entity overseeing such activities by Southwestern.

Section 5. General Requirements. (a) Southwestern's work under this Agreement shall be performed in accordance with Southwestern's General Requirements for Interconnection and the Department of Energy's National Environmental Policy Act (hereinafter "NEPA") Implementing Procedures 10 CFR 1021.

(b) In the performance of its work pursuant to this Agreement, Southwestern may request, and Carthage agrees to provide within 30 days of such written request, information about Carthage's equipment in the Carthage Substation including, but not limited to, proposed facility configurations, substation equipment, facility site information, communications, land use plans, and environmental and cultural resource documentation.

(c) Southwestern shall perform, or cause to be performed, reviews, assessments, site visits, surveys, and other actions as necessary to complete Southwestern's work under this Agreement.

(d) Carthage and Southwestern shall each designate a representative (hereinafter "Designated Representative") who shall represent their respective organizations in all matters arising under this Agreement. The Designated Representatives shall be responsible for coordinating and implementing, on an ongoing basis, the terms and conditions of this Agreement, as well as other matters which may be delegated to them by mutual agreement of the Parties hereto. Written notices required under this Agreement shall be sent to the respective Designated Representatives in electronic or hard copy format.

(e) Work under this Agreement shall be performed in accordance with Good Utility Practice and to satisfy any NERC requirements on Southwestern as administered or monitored by the Regional Entity applicable to Southwestern.

(f) Provisions applicable to this Contract are set forth in Southwestern's General Contract Provisions, attached as Exhibit "2" to this Agreement and by this reference incorporated herein. Definitions set forth in this Agreement shall also apply to their respective terms used in Exhibit "2," and the term "Customer," used in Exhibit "2," shall mean Carthage. Any specific terms and conditions set forth in this Agreement shall have precedence over any provision contained in Southwestern's General Contract Provisions to the extent consistent with statutes and regulations of the United States.

Section 6. Property Requirements. (a) The Parties agree that Southwestern owns the real property upon which the Carthage Transformer Addition will be constructed.

(b) Southwestern shall own equipment located on the real property specified in Section 6(a) of this Agreement which Southwestern, in its sole judgment, considers to be integral to the System of Southwestern.

(c) Southwestern shall grant Carthage a permit to use the real property specified in Section 6(a) of this Agreement for the operation, maintenance, repair, inspection, and replacement of any equipment to be owned by Carthage.

Section 7. Environmental and Cultural Resource Requirements. (a) For the purposes of Southwestern's NEPA requirements, Carthage and Southwestern agree the Carthage Transformer Addition proposal fits within the class of actions that is listed in Southwestern's

NEPA implementing guidelines, Appendix B to 10 CFR Part 1021, Subpart D, Part B4.6, "Additions/modifications to electric power transmission facilities within previously developed area." Therefore, Southwestern shall issue a Categorical Exclusion to fulfill its environmental requirements prior to construction of the Carthage Transformer Addition.

Section 8. Southwestern Deliverables. Upon completion of Southwestern's work under this Agreement, Southwestern shall provide to Carthage:

- i. a copy of the design of the Carthage Transformer Addition as approved by both Parties;
- ii. draft copies of necessary permits and other documentation necessary to fulfill Southwestern's property requirements on forms mutually acceptable to Southwestern and Carthage;
- iii. notification that Southwestern has fulfilled its environmental requirements; and
- iv. an estimate of the cost and schedule for Southwestern's participation in construction of the Carthage Transformer Addition.

Section 9. Reimbursement for the Carthage Transformer Addition. (a) Carthage shall reimburse Southwestern for Southwestern's initial work under this Agreement, which Southwestern estimates to be \$50,000. Upon execution of this Agreement, Southwestern shall submit an invoice to Carthage for \$50,000. Southwestern shall not undertake any work under this Agreement until such funds are received by Southwestern from Carthage. If Carthage does not make such payment within 45 days after the date of Southwestern's invoice to Carthage, this Agreement shall terminate and be without further force or effect. Such termination shall not result in a penalty to either Party.

(b) Reimbursement for Southwestern's work under this Agreement shall include, but shall not be limited to, the cost of necessary tools, materials, labor, travel expenses, personnel per diem allowances, and general, administrative, indirect, and overhead expenses.

(c) In the event the Parties decide not to proceed with construction of the Carthage Transformer Addition, Southwestern shall submit a statement to Carthage of the actual cost incurred by Southwestern under this Agreement. If the amount provided by Carthage pursuant to Section 9(a) of this Agreement is greater than the actual cost, Southwestern shall refund any remaining funds to Carthage.

(d) During implementation of Southwestern's work under this Agreement, Southwestern shall monitor the status of its expenditures and obligations. If it is apparent that additional funds

will be required for completion of the required work, Southwestern shall provide written notification to Carthage, and such written notification shall include, but shall not be limited to:

- i. the estimated date that the amount provided by Carthage pursuant to Section 9(a) of this Agreement will be expended;
- ii. the schedule of Southwestern's work still to be completed; and
- iii. an invoice for the additional funds required by Southwestern to complete Southwestern's work under this Agreement.

(e) Carthage shall, following review of Southwestern's notice required pursuant to Section 9(d) of this Agreement, provide the additional amount invoiced pursuant to Section 9(d)(iii) of this Agreement within 45 days of the date on Southwestern's invoice to Carthage, or this Agreement shall terminate and be without further force or effect. Such termination shall not result in a penalty to either Party.

(f) In the event the Parties decide to proceed with construction of the Carthage Transformer Addition pursuant to Section 11 of this Agreement, any remaining funds from this Agreement shall be applied to Southwestern's future work for construction of the Carthage Transformer Addition. Following construction of the Carthage Transformer Addition, Southwestern shall credit Carthage for funds contributed by Carthage under this Agreement against the transformation service charge to be paid by Carthage pursuant to Section 4(a) of this Agreement.

(g) Southwestern shall account for the cost incurred for Southwestern's work pursuant to this Agreement under a Work Order accounting procedure and in accordance with the Uniform System of Accounts prescribed for public utilities by the Federal Energy Regulatory Commission (hereinafter "FERC"), or under procedures established by any successor authority having jurisdiction over the accounts of Southwestern. Carthage or its authorized representative shall have the right to examine Southwestern's cost records and accounts to verify statements of reimbursable costs submitted by Southwestern. Southwestern shall refund any amounts paid if they are found in such examination to exceed the total amount due Southwestern for its actual cost for work hereunder. Carthage agrees that such examination of Southwestern's records and accounts is for the sole purpose of verifying that an itemized billing statement sets forth the actual costs as reflected by the work order records and that accounts are maintained in accordance with the accounting procedures prescribed by FERC.

Section 10. Schedule. Southwestern and Carthage agree to use due diligence to provide the results of their respective obligations under this Agreement in a timely manner.

Section 11. Decision to Proceed. Upon completion of Southwestern's work under this Agreement, including the submission of deliverables pursuant to Section 8 of this Agreement, Carthage shall inform Southwestern if Carthage desires to execute a mutually agreeable contract to establish construction of the Carthage Transformer Addition. The Parties shall not proceed with the construction of the Carthage Transformer Addition unless and until Southwestern and Carthage, or Carthage's designated agent or contractor, have completed all applicable environmental and cultural resource requirements pursuant to Section 7 of this Agreement and a construction agreement has been executed.

Section 12. Recognition of Future System Integration. (a) The Parties agree that the electric load to be served by the Carthage Transformer Addition is radial load and that, consequently, no loop flow will occur between the System of Southwestern and the System of Carthage through the Carthage Transformer Addition.

(b) In the event that, in the future, Carthage, its agents, or its subsidiaries construct facilities that integrate the System of Carthage with the System of Southwestern such that electricity flows through the Carthage Transformer Addition, the Parties covenant and agree that Carthage shall not assess charges to Southwestern for the use of the System of Carthage to service such loop flows.

(c) In the event that, in the future, Carthage, its agents, or its subsidiaries construct facilities that integrate the System of Carthage with the System of Southwestern such that the System of Southwestern continues to provide interconnection facility service to Carthage, its agents, or its subsidiaries, Southwestern reserves the right to assess charges to Carthage and Carthage agrees to pay for the use of the System of Southwestern.

Section 13. Term and Modifications. This Agreement shall become effective on the date it is executed by the Administrator or the Administrator's representative and shall remain in full force and effect for three years thereafter unless terminated sooner as provided herein. This Agreement may not be amended, except by written modification signed by the Parties.

Signatures below indicate acceptance of the terms and conditions set forth in this Agreement between Southwestern and Carthage.

EXECUTED BY THE ADMINISTRATOR, OR THE ADMINISTRATOR'S DESIGNATED REPRESENTATIVE, SOUTHWESTERN, ON THIS _____ DAY OF _____ 2020.

UNITED STATES OF AMERICA

By _____
Fritha Ohlson
Senior Vice President/COO
Southwestern Power Administration

CITY OF CARTHAGE, MISSOURI

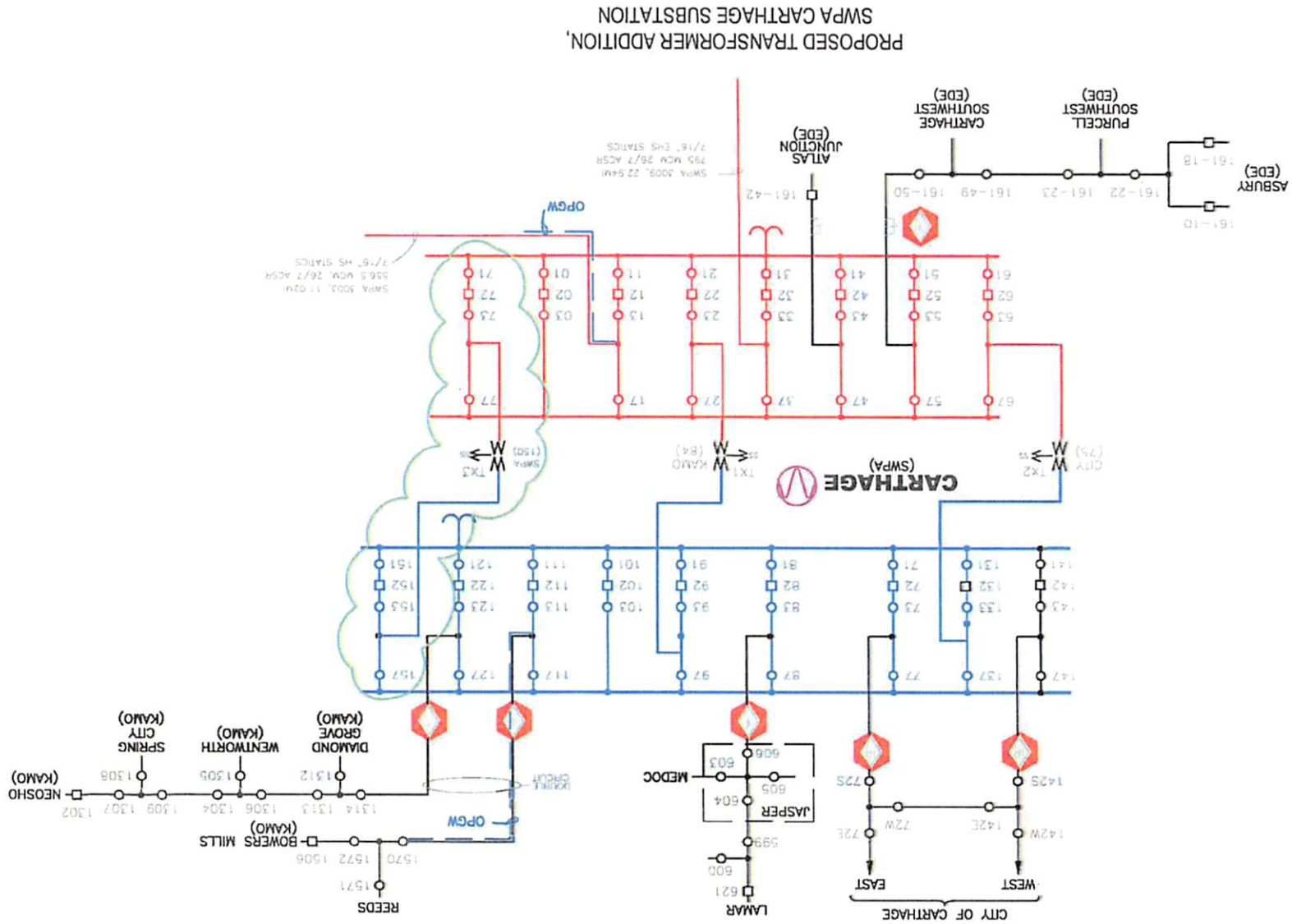
By _____
Title Mayor

ATTEST:

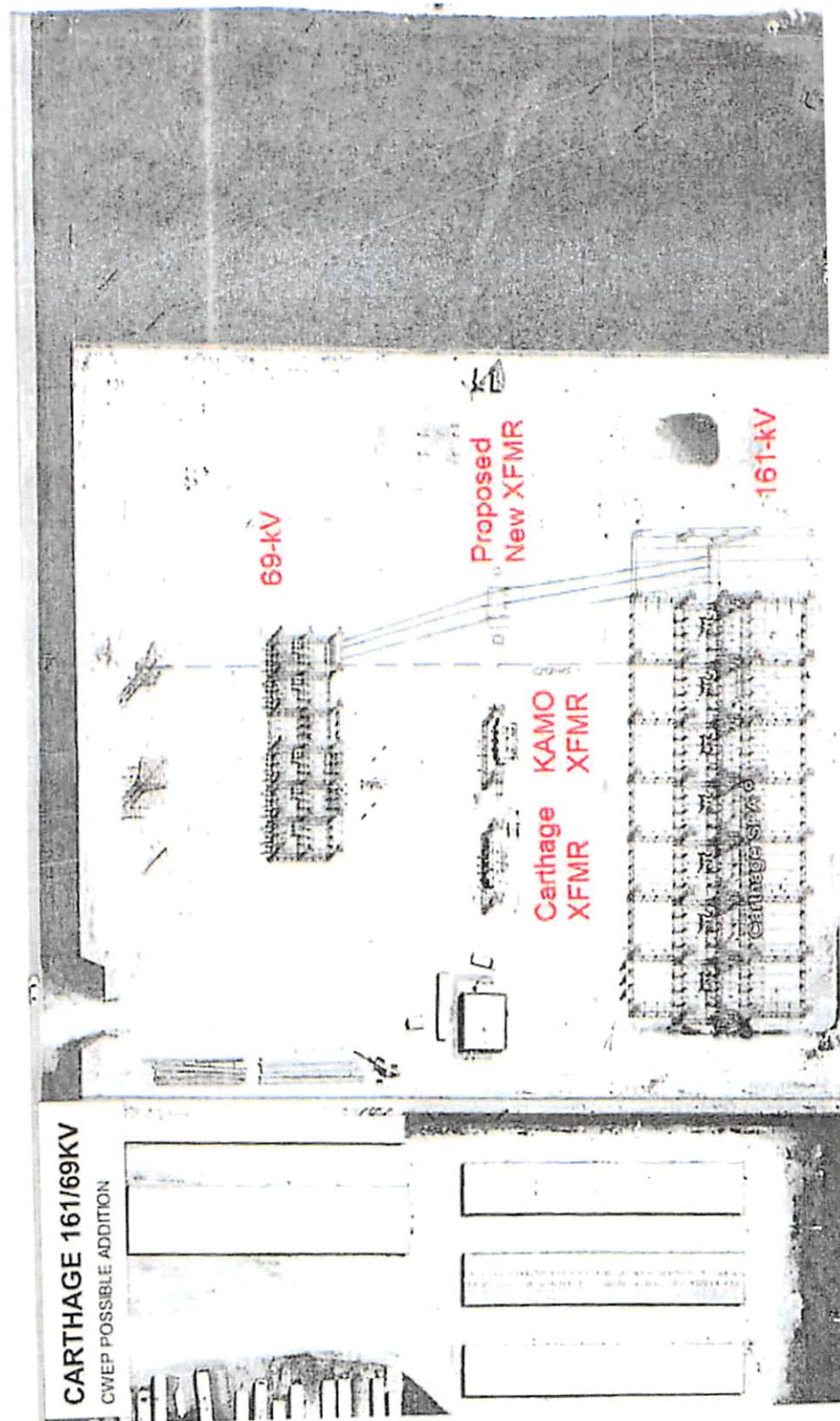
I, _____, certify that I am the _____ of the CITY OF CARTHAGE, MISSOURI, and that _____, who signed this Agreement on behalf of the said City, was then the _____ of said City, and that the said Agreement was duly signed for and on behalf of the said City by authority of its governing body, which has within the scope of its corporate powers the authority to legally bind such City under the foregoing Agreement.

(SEAL)

By _____



PROPOSED TRANSFORMER ADDITION,
SWPA CARTHAGE SUBSTATION



Overhead of Proposed Carthage Transformer Addition

Southwestern Power Administration
GENERAL CONTRACT PROVISIONS

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A. ACCOUNTING, BILLING, PAYMENT, AND LATE PAYMENT CHARGES

1. **Billing by Southwestern.** (a) Southwestern shall maintain an accurate record of power, energy, and any other services purchased by the Customer under this Contract.
(b) For each billing period in which the Customer makes one or more purchases under this Contract, Southwestern shall prepare an invoice in which such purchases are set forth in necessary detail, including the specific quantities of power, energy, and other services provided to the Customer during such billing period, and in which the compensation due Southwestern for such purchases is specified.
(c) Invoiced quantities may be based on estimates if actual quantities are not available. Adjustments, if any, due to a difference between estimated and actual quantities will be made on an invoice prepared during the billing cycle following the invoice which was based on estimated quantities.
2. **Payment Terms.** (a) Invoices shall be due and payable by the Customer on or before the close of business 20 calendar days after the invoice date, or shall be due and payable on the next business day thereafter if the said due date should fall on a Saturday, Sunday, or official Federal holiday.
(b) Payment of amounts due to Southwestern may be made through electronic funds transfer (EFT) or may be submitted as checks and mailed to:

Southwestern Power Administration
One West Third Street
Tulsa, Oklahoma 74103-3502

- (c) EFT payments shall conform to Southwestern protocols for electronic transfer of funds in effect at the time of the transaction.
 - (d) The designation of the address where payment is to be submitted may be changed by Southwestern upon 30 days' written notice to the Customer.
 - (e) Invoices shall be considered paid when payment is received into Southwestern's designated depository account or credited to Southwestern's depository account in the U.S. Treasury by the end of the business day; Provided, That payments received by mail are accepted as timely and will not be assessed late charges if a U.S. Postal Service postmark for first class mail shows that the payment was received by the Postal Service at least 2 calendar days before the due date; Provided Further, That payments received through EFT are accepted as timely and will not be assessed late charges if they are credited to Southwestern's depository account in the U.S. Treasury on or before the third day after the due date or on the next business day thereafter if said third day is a Saturday, Sunday, or official Federal holiday.
3. **Net Billing.** (a) Whenever the parties agree, payments due Southwestern by the Customer may be offset against payments due the Customer by Southwestern for the sale or exchange of electric power, energy, and other services.
(b) For services included in net billing procedures, payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists.

- (c) The parties shall exchange such reports and information as either party requires for billing purposes.
 - (d) Net billing procedures shall not be used for any amounts which Southwestern determines, in its sole judgment, to be in dispute.
4. **Payments By Southwestern.** Any payment due the Customer not satisfied by the Net Billing provision of Section 3 of this Provision A, shall be made by Southwestern to the banking account of the Customer by Electronic Funds Transfer.
5. **Propriety of Rates.** (a) Southwestern shall bill the Customer for the Customer's purchases of power, energy, and other services in accordance with the rates placed in effect pursuant to statute.
- (b) The Customer hereby agrees to promptly pay Southwestern under such rate schedules, whether or not the Customer agrees with the propriety or the levels of the rates placed into effect pursuant to law, regulation, or the order of an appropriate authority.
 - (c) In the event that the U.S. Congress amends the manner in which Southwestern calculates or charges for its power sales, the Customer hereby agrees to promptly pay in such an amended manner, subject to the Customer's right to terminate.
6. **Late Payment Charge.** (a) Southwestern shall assess the Customer a Late Payment Charge for each instance in which the Customer is delinquent in making payment to Southwestern.
- (b) Such Late Payment Charge shall be computed by dividing by 12 the then-effective annual interest rate published in the Federal Register by the Department of Treasury, and multiplying the resultant monthly rate times the principal amount past due.
 - (c) Such Late Payment Charge shall be assessed only once for a particular invoiced amount which is past due, irrespective of the number of days between the due date and the final payment of such particular invoiced amount.
7. **Late Payment Interest Charge.** (a) In addition to the Late Payment Charge provided in Section 6 of this Provision A, a daily interest charge shall be assessed on the principal amount past due for each day after the due date until the said amount is paid in full.
- (b) Such daily interest rate shall be computed by recalculating the annual interest rate cited in Section 6(b) of this Provision A for a daily rate.
8. **Penalty Charge for Late Payment.** (a) In the event that the Customer should fail to pay Southwestern any portion of an invoiced amount for a period of more than 90 days past its due date, Southwestern shall assess a penalty charge of 6 percent per year on such outstanding amount.
- (b) This penalty charge shall accrue for the period from the date that the debt became past due until the date when such invoiced amount is paid, and shall be assessed in addition to other charges for late payment which are specified in this Provision A.
9. **Late Payment Administrative Charge.** (a) Southwestern shall assess charges to cover administrative costs incurred as a result of a collection action against the Customer to cover the additional costs incurred in processing and handling such debt collection.

- (b) Calculation of administrative costs shall be based upon actual costs incurred by Southwestern in processing and handling claims against other debtors in similar stages of delinquency.
10. **Partial Payment.** In the event that an invoice is not paid in full, amounts received by Southwestern shall be applied first to outstanding Late Payment penalty and administrative charges; second to outstanding daily interest charges for late payments assessed on the principal; and finally, to payment of the principal amount past due, unless a different rule is prescribed by Federal statute or regulation.
11. **Discontinuance of Service.** (a) If the Customer fails to pay any amount due under this Contract, Southwestern may, at its option, cause the delivery of power, energy, and other services under this Contract to be discontinued upon 90 days' prior written notice to the Customer, unless payment of the amounts due is made by the Customer within such 90-day period.
- (b) Such discontinuance of the delivery of power, energy, and other services, as herein provided, shall not relieve the Customer of liability for any minimum Southwestern charges under rate schedules applicable to this Contract during the period of such discontinuance.
- (c) The rights granted Southwestern herein shall be in addition to all other remedies available to Southwestern, either by law or in equity, for the breach of any of the provisions of this Contract.

B. STANDARD PROVISIONS

1. **Convict Labor.** In connection with the performance of work under this Contract, the Customer agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. § 3622(c)), and Executive Order 11755, December 29, 1973, as amended.
2. **Equal Employment Opportunity.** During the performance of this Contract, the Customer agrees to abide by and to fulfill the nondiscrimination requirements of the "equal opportunity clause" contained in Section 202 of Executive Order 11246 dated September 28, 1965 (30 F.R. 12319), any Executive Order amending such order, and any other Executive Order superseding such order.
3. **Resale Rates.** The parties hereto understand and agree that the purpose of making federally generated power available is to encourage the most widespread use thereof, and the Customer therefore agrees that the benefits of any federally generated power received pursuant to this Contract shall be made available at fair and reasonable terms to all of its consumers at the lowest possible rates consistent with sound business principles.
4. **Availability of Funds to Southwestern.** (a) This Contract and all rights and obligations hereunder, and the expenditure of funds by Southwestern under the provisions hereof, are expressly conditioned and contingent upon the Congress making available (through direct appropriation, authorization of a revolving fund, the authority to borrow funds, or through such other means as it may provide) the necessary funds or the authority to accept funds from others to enable Southwestern to carry out the provisions of this Contract, and if such funds or authorities are not available, this Contract shall terminate and have no further force or effect as of the last day for which

- funds or authorities were available, and the Customer hereby releases Southwestern from any and all liability for failure to perform and fulfill its obligations under this Contract for that reason.
- (b) No obligation contained herein for the future payment of money by Southwestern, or liability on the part of Southwestern for breach of any of the provisions contained herein, shall be binding upon or enforceable against Southwestern unless and until funds, as provided in Section 4(a) of this Provision B, are available out of which such obligations or liability can be legally paid.
 - (c) Nothing in this Contract may be considered as implying that Congress will, at a later date, appropriate funds sufficient to meet any deficiencies or obligations incurred under this Contract.
5. **Termination for Breach.** (a) If either party hereto breaches a material provision of this Contract, the other party, at its option, may terminate this Contract upon 30 days' prior written notice of its intention to do so, and this Contract ipso facto shall terminate at the end of such 30-day period unless such violation is corrected within that period.
- (b) Neither party hereto shall be considered to be in default or breach with respect to any obligation under this Contract if prevented from fulfilling such obligation by reason of an Uncontrollable Force as herein defined.
6. **Waivers.** Waiver at any time of rights with respect to a default or any other matter arising in connection with this Contract shall not be deemed to be a waiver with respect to any subsequent default or matter.
7. **Reliability and Adequacy of Service.** (a) Electric service rendered by Southwestern under this Contract shall meet accepted standards of reliability and adequacy.
- (b) If questions are raised concerning the quality of service, factual data shall be obtained with respect to the character of such service, and appropriate corrective or remedial action shall be promptly taken by the party at fault.
8. **Continuity of Service.** (a) Services provided by Southwestern to the Customer under this Contract shall be delivered by Southwestern as scheduled, except for interruptions or curtailments in delivery caused by an Uncontrollable Force as herein defined, by the operation of devices or dispatcher action for system protection, or by the necessary installation, maintenance, repair, and replacement of equipment.
- (b) Such interruptions or reductions in service, as hereinbefore set forth, shall not constitute a breach of this Contract, and neither party shall be liable to the other for damages resulting therefrom.
 - (c) Except in case of an emergency, Southwestern shall give the Customer reasonable advance notice of temporary interruptions or curtailments in service necessary for such installation, maintenance, repair, and replacement of equipment, and shall, insofar as is practicable, schedule such interruptions or curtailments so as to cause the least inconvenience to the Customer.
9. **Transfer of Interest by Customer.** (a) No voluntary transfer of this Contract or of the rights of the Customer hereunder shall be made without the written approval of the Administrator, Southwestern; Provided, That any successor to or assignee of the rights of the Customer, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of this Contract to the same extent as though such successor or assignee were the original contractor

hereunder; Provided Further, That the execution of a mortgage or trust deed, or judicial or foreclosure sale made thereunder, shall not be deemed voluntary transfers within the meaning of this Section 9.

- (b) If receiving Federal power pursuant to this contract, the Customer will not sell, lease, or otherwise dispose of its electrical distribution system without giving Southwestern at least 120 days' prior written notice.
- (c) The Customer's rights to Federal power and concomitant services, as may be set forth in this Contract and in Southwestern's Final Power Allocations (1980-1988), 45 F.R. 19032 (1980), come by virtue of the Customer's status as an entity entitled to preference in Southwestern's marketing of Federal power pursuant to Section 5 of the Flood Control Act of 1944 (58 Stat. 887,890; 16 U.S.C. 825s). If the Administrator, Southwestern, determines, in his or her sole judgment, that actions taken by the Customer have abrogated the Customer's status as a "preference" entity, then the Administrator may, at his or her sole option, terminate this Contract, such termination to become effective on the date specified by Southwestern, in an official written notice to the Customer.

10. Uncontrollable Force. The term "Uncontrollable Force," as used herein, shall mean any force which is not within the control of the party affected, including, but not limited to, failure of water supply, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, riot, civil disturbance, labor disturbance, sabotage, war, act of war, terrorist acts, or restraint by court of general jurisdiction, which by exercise of due diligence and foresight such party could not reasonably have been expected to avoid.

11. Liability. The Customer hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Customer's, its employees', agents', or subcontractors' construction, operation, maintenance, or replacement activities under the contract. The United States shall be liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

C. FACILITIES AND CONDITIONS OF SERVICE

- 1. **Facilities to be Furnished by Southwestern and the Customer.** Southwestern and the Customer shall furnish, install, maintain, and operate, or cause to be furnished, installed, maintained, and operated, such facilities and equipment, including metering equipment, as may be necessary to fulfill their respective obligations under this Contract and to assure reasonable protection to the facilities of others.
- 2. **Reliability, Safety, Health, and Environmental Requirements in Regard to Construction, Operation, and Maintenance of Non-Federal Facilities on U.S. Government Property.** (a) The provisions of this Section 2 shall apply only if the Customer, its agents or contractors, or its member entities perform maintenance, operations, or construction on the property of the U.S. Government (Government), or on easements shared by the Government and the Customer.

- (b) Such construction, maintenance, and operation shall be performed in accordance with standards at least equal to those provided by the National Electrical Safety Code and shall conform to safety, environmental, and security procedures identified by Southwestern as appropriate to each facility in which such work is performed. Southwestern provides such written procedures in each of the facilities it maintains and to affected customers.
- (c) The Customer and/or its member entities shall take all reasonable precautions in the performance of such work to protect the public and the environment. The Customer and/or its member entities shall comply with all applicable local, state, and Federal regulations and requirements in the performance of such work, including, but not limited to, the National Environmental Policy Act; the Clean Air Act; the Clean Water Act; the Comprehensive Environmental Responsibility, Compensation, and Liability Act; the Toxic Substances Control Act; the Oil Pollution Act; the Resource Conservation and Recovery Act; the Superfund Amendments and Reauthorization Act (SARA); SARA Title III (Emergency Planning and Community Right-to-Know Act of 1986); and the Occupational Safety and Health Act.
- (d) In the event that Southwestern, at its sole option and in its sole judgment, determines that construction, maintenance, or operation of facilities which are performed under this Contract by the Customer, and/or one of its member entities, do not meet the standards and/or regulations and requirements specified in this Section 2, or if Southwestern determines, in its sole judgment, that a condition exists which provides a potentially adverse impact (1) on the reliability of services provided by Southwestern to its customers, (2) on the safety and/or health of the public or employees and agents of the parties hereto, and/or (3) on the environment, then Southwestern may provide written notice to the Customer and/or its member entity of the deficient condition; Provided, That if such condition, in Southwestern's sole judgment and at Southwestern's sole option, requires immediate attention and does not allow time for such notice, Southwestern will remedy the condition and, where appropriate, bill the Customer in accordance with Section 8(b) of this Provision C.
- (e) Where, in Southwestern's sole judgment, remedy of the said deficient condition is not time critical, the Customer and/or its member entity shall provide a written plan and schedule to Southwestern within 30 days of receipt of the said written notice. Such plan and schedule shall provide for correction of the said deficiency at the earliest possible time available to the Customer and/or its member entity; Provided, That the maximum time allowed for the Customer and/or its member entity to correct any such deficiency shall not exceed 18 months from receipt of the said written notice. The Customer shall coordinate or, if applicable, cause its member entity to coordinate, any work and outages which may involve Southwestern's facilities with Southwestern's Dispatch Center (Dispatch Center) in Springfield, Missouri.
- (f) Unless otherwise agreed in writing, correction of deficiencies pursuant to this Section 2 shall be at the expense of the Customer.
- (g) If the Customer and/or its member entity fails to correct the deficiency within the time provided pursuant to this Section 2, Southwestern shall have the right, at its sole option and in its sole discretion, to terminate service through the affected facilities until such deficiencies are corrected to the satisfaction of Southwestern.
- (h) If, within the time period provided pursuant to this Section 2, an emergency condition occurs which, in the sole judgment of Southwestern, may cause an adverse impact on the reliability of the System of Southwestern and/or on the environment, or which poses a hazard to the safety and/or health of the public or employees and agents of

the parties hereto, then Southwestern may, at its sole option, remedy or repair such condition or equipment and bill the Customer in accordance with Section 8(b) of this Provision C, and the Customer agrees to render Southwestern reimbursement as provided in the said Section 8(b).

3. **Right of Installation and Access.** (a) Each party hereto grants to the other permission, or will obtain such permission for the other party, to install, maintain, and operate, or cause to be installed, maintained, and operated, on the System of Southwestern and on the System of the Customer, at the points of delivery between the System of Southwestern and the System of the Customer described in this Contract, any and all terminal equipment and associated electrical apparatus and devices necessary in the performance of this Contract.
- (b) Each party hereto shall permit, or shall obtain permission for, duly authorized representatives and employees of the other party to enter upon the System of Southwestern and the System of the Customer at the said points of delivery for the purpose of reading or checking meters; for inspecting, testing, repairing, renewing, or exchanging any or all of the equipment owned by the other party located on such premises; or for the purpose of performing any other work necessary in the performance of this Contract.
- (c) Access for any work performed by one party under this Section 3 which may affect the other party's equipment shall normally be preceded by at least one day's notice to the affected party, except in the event of an emergency, in which case such notice shall be made as soon as possible after such emergency occurrence. Notice to Southwestern pursuant to this Section 3 shall be made to the Dispatch Center.
- (d) Any access to property controlled by Southwestern shall include notification to Southwestern at the time of entry. Any employee or agent of the Customer, or of its member entities, who enters a Southwestern facility is expected to call the Dispatch Center from a telephone located in the control building in that facility and to identify himself or herself. Security devices located in the control buildings at Southwestern facilities sound an alarm in the Dispatch Center when the building is entered. Local law enforcement officers may be asked to investigate any unidentified entry.
- (e) Any equipment, apparatus, or devices installed on the System of Southwestern by the Customer, as provided under this Section 3, shall be clearly and permanently marked to indicate ownership, and, in addition, a detailed description of each item so installed (including, if applicable, manufacturer's name, serial number, model number, etc.) shall be transmitted to Southwestern to aid in maintenance of plant accounts.
- (f) In the event the equipment, apparatus, or devices are not marked in accordance with Section 3(e) of this Provision C, ownership of said equipment, apparatus, or devices shall be presumed to be vested in Southwestern.
- (g) The Customer agrees that, if requested by Southwestern, the description required under Section 3(e) of this Provision C shall include a detailed analysis of all dielectrical oil, including, but not limited to, tests for polychlorinated biphenyls (PCBs). If such analysis indicates the presence of a known hazardous substance, which, in Southwestern's sole judgment, presents a significant hazard to the environment or to the health and safety of employees of the parties hereto, Southwestern may require, at its sole option, by written request, removal of any equipment containing such substance, and the Customer agrees to comply with such request for removal at no cost to Southwestern.

4. **Rights for Land Use Acquired by the Customer.** (a) The System of Southwestern is constructed, operated, and maintained by Southwestern subject to and in accordance with the terms and conditions of certain transmission line right-of-way easements. Rights and privileges granted thereunder to the Government may not be available to the Customer for operations connected with performance of this Contract.
- (b) The Customer is therefore responsible for acquiring, or causing to be acquired, from the appropriate landowners, any and all rights and privileges for land use, by good and sufficient legal instruments, to authorize and permit entry by the Customer upon and across tracts affected by such land use as may be necessary and appropriate for performance of this Contract.
5. **Right of Removal.** Any and all equipment, apparatus, or devices placed or installed or caused to be placed or installed by the parties hereto on or in the System of Southwestern or the System of the Customer shall be and shall remain the property of the party owning and installing such equipment, apparatus, devices, or facilities, regardless of the mode or manner of annexation or attachment to real property, and, upon the termination of this Contract, the owner thereof shall have the right to enter upon the premises or system of the other and shall, within a reasonable time, remove such equipment, apparatus, devices, or facilities, subject to the provisions of Section 3 of this Provision C.
6. **Right to Upgrade Facilities.** (a) Southwestern reserves the right to modify or upgrade its transmission system and any of the elements which support the Southwestern transmission system, including, but not limited to, changes in: (1) Southwestern's transmission voltages, (2) Southwestern's transmission system components, (3) Southwestern's communications system, (4) Southwestern's Supervisory Control and Data Acquisition (SCADA) System, and (5) other modifications necessary to comply with the standards and/or regulations and requirements mentioned in Section 2 of this Provision C.
- (b) If, during the term of this Contract, Southwestern determines, in its sole judgment and at its sole option, that modifications or upgrades to its transmission system and associated facilities are required, then, in that event, the Customer shall be responsible for any and all costs and expenses incurred by the Customer in order to continue to receive services provided under this Contract.
- (c) If the Customer elects not to make changes in its facilities which, in Southwestern's judgment, are required for the Customer to continue to receive reliable service from Southwestern's modified or upgraded facilities, then the Customer will discontinue receipt of the services provided under this Contract which are dependent on such modified or upgraded facilities, and the provisions of this Contract which describe such services shall be terminated or, at Southwestern's sole option, suspended, until the Customer completes the changes in its facilities which Southwestern, in its sole judgment, deems necessary for reliable service to the Customer under the aforesaid provisions.
- (d) Southwestern shall notify the Customer of the specific sections or articles of the Contract which are to be terminated or suspended pursuant to Section 6(c) of this Provision C.
- (e) The provisions of this Contract which are not specifically terminated or suspended pursuant to Section 6(d) of this Provision C shall not in any way be affected and shall remain in full force and effect except insofar as the services provided pursuant to the

terminated or suspended provisions which are reflected in other provisions of this Contract will also be terminated or suspended.

- (f) Termination or suspension of specific provisions of this Contract pursuant to Section 6(c) of this Provision C shall be without penalty to either of the parties hereto, except that the rights of the parties hereto, if any, which accrued prior to the date of such termination or suspension shall be and hereby are preserved.

7. **Limitation on Rights of Entry.** Southwestern reserves the right, upon notice to the Customer, to revoke or cancel the rights of entry granted under this Contract with regard to any particular representative of the Customer, if, in the sole judgment of Southwestern, such revocation or cancellation is required in the interest of national security.

8. **Assistance by Contracting Parties.** If assistance in maintenance and utilization of their respective systems is rendered by Southwestern and/or the Customer, the following terms and conditions shall apply:

- (a) If, in the maintenance or utilization of their respective transmission systems and related facilities for the purpose of this Contract, it becomes necessary by reason of any emergency or extraordinary condition for Southwestern or the Customer to request the other to furnish personnel, materials, tools, and equipment for the maintenance or modification of, or other work on, such transmission systems and related facilities to insure continuity of power and energy deliveries, the party requested shall cooperate with the other and render such assistance as the party requested may determine to be available.
- (b) The party making such request, upon receipt of properly itemized bills, shall reimburse the party rendering such assistance, including overhead and administrative and general expenses. The Customer and Southwestern agree to account for any incurred costs under a Work Order accounting procedure and in accordance with the Uniform System of Accounts prescribed for public utilities by the Federal Energy Regulatory Commission. Billing statements rendered by the Customer and Southwestern for such reimbursement shall be due 20 days from the date thereof.
- (c) No laborer or mechanic in the employ of the Customer, or its agents and contractors, for any of the work contemplated by this Section 8 shall be required or permitted to work in excess of 40 hours in any workweek except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this Section 8.
- (d) The wages of each laborer or mechanic employed by the Customer, or its agents and contractors, in the performance of any of the work contemplated by this Section 8 shall be computed on the basis of a standard workweek of 40 hours, and work performed in excess of such standard workweek may be permitted only upon the condition that each laborer or mechanic receives compensation at a rate not less than 1.5 times that worker's basic rate of pay for all hours worked in excess of 40 hours in any such workweek.
- (e) For each violation of this Section 8, the Customer, or its agents and contractors, will be liable to the employee for his unpaid wages and, in addition, a penalty shall be imposed upon the Customer in the amount of ten dollars (\$10) for each laborer or mechanic for each calendar day in which such laborer or mechanic is required or permitted to work in excess of the standard workweek of 40 hours upon said work without receiving compensation computed in accordance with this Section 8, and all

penalties thus imposed shall be withheld for the use and benefit of the Government; Provided, That this Section 8 is subject to the provisions of the Contract Work Hours and Safety Standards Act of 1962 (Public Law 87-581, 76 Stat. 357-360), as amended; Provided Further, That if, from time to time, there is a conflict or inconsistency between the terms and conditions hereinbefore set forth and the provisions of any contract between the Customer and a labor union, the provisions of the labor union contract shall prevail if determined to be in compliance with then-applicable statutes and regulations issued thereunder.

COUNCIL BILL NO. 20-42

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARTHAGE AND THE JASPER COUNTY SHERIFF'S OFFICE PROVIDING FOR PRISONER HOUSING FOR INMATES WITH MUNICIPAL CHARGES.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute on behalf of the City of Carthage a Memorandum of Understanding between the City of Carthage and the Jasper County Sheriff's Office providing for prisoner housing for inmates with municipal charges.

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

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

PASSED AND APPROVED THIS _____ DAY OF _____,
2020.

ATTEST:

Dan Rife, Mayor

Traci Cox, City Clerk

Sponsored by: Public Safety Committee



Jasper County Sheriff's Office

231 S. Main
Carthage, MO 64836
Sheriff Randee Kaiser

417-358-8177
Fax: 417-359-8620

07-23-20

Term: This MOU is effective July 1st, 2020, and will expire June 30th, 2021. It may be extended for a term as mutually agreed to by the Parties. The terms of this MOU can be negotiated before the end of each calendar year, with changes to take effect January 1st of the following year.

The City will pay for 12 months of the current term in one lump sum. This sum will be \$60,679.
Nature of the Project: The Jasper County Sheriff's Office will agree to provide prisoner housing for inmates with municipal charges.

Responsibilities: Under most circumstances, inmates will be transported by Carthage Police Department.

A list will be provided to the Detention Center at least 12 hours in advance of the inmates that will be transported to court.

Under most circumstances, inmates will be transported to the Jasper County jail after 1800 hours and will have been fed supper.

A 24-hour phone number of someone able to make decisions regarding release of municipal prisoners will be made available to the Detention Center.

Mayor Dan Rife

Date

Sheriff Randee Kaiser

Date

COUNCIL BILL NO. 20-43

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into an Agreement with the Carthage R-9 School System granting the School System the privilege to utilize the Carthage Municipal Pool for the R-9 Swim program to be considered an emergency ordinance due to unforeseen circumstances which delay could hinder the effective delivery of municipal services.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into an Agreement with the Carthage R-9 School System granting the School System the privilege to utilize the Carthage Municipal Pool for the R-9 Swim program, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

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

SECTION III: This Ordinance shall be considered an emergency ordinance passed as an emergency measure under the terms of the Charter of the City due to unforeseen circumstances and delay could hinder the effective delivery of municipal services.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

AGREEMENT

This **AGREEMENT** is entered into this ____ day of _____, 2020, by and between The City of Carthage, Jasper County, Missouri, and the Carthage R-9 School System, a Missouri not-for-profit Corporation, hereinafter referred to as "Carthage School System".

WITNESSETH:

RECITALS

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

Whereas, the Carthage Municipal Pool, was designed for recreational use by citizens of the Carthage community and,

Whereas, the Carthage School System and the City of Carthage desire to make provision for the continuance of the quality Athletic programs that have existed and,

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

COVENANTS

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

The Carthage School System shall be responsible for carrying a minimum of two million dollars (\$2,000,000) of liability insurance to cover any accidents that might occur during activities held at Carthage Municipal Pool, The City of Carthage shall be named as an additional insured and notice of any termination of such insurance shall be given the City at least 10 days in advance of termination. Proof of such insurance shall be documented by providing a Certificate of Insurance to the City.

That the City of Carthage hereby grants to the Carthage School System the privilege to utilize the Carthage Municipal Pool for the R-9 Swim program.

- A. The Carthage School System may utilize said facility beginning August 27th through September 10th.
- B. The City shall be responsible for having the pool full and keeping the water level appropriate for competitive swimming during stated time frame.
- C. The Carthage School System shall be responsible for clean-up of trash.
- D. The Carthage School System shall be responsible for clean-up of all bathrooms.
- E. The Carthage School System shall be responsible for all safety considerations for athletes while using Municipal Pool.
- F. The Carthage School System shall pay a fee of \$1,000 for the use of Municipal during the stated time frame.

TERM OF THE AGREEMENT

The term of this agreement shall be from date August 27th, 2020 until September 10th, 2020.

All notices required by this agreement shall be either personally delivered or placed in the United States mail, properly addressed and with certified or registered postage prepaid. Said notices shall be sent to the parties at the following addresses, unless a party is otherwise notified in writing: to the City of Carthage, to the Mayor, Carthage City hall, 326 Grant Street, Carthage, Missouri 64836, with a copy to the City Attorney, Carthage City Hall, 326 Grant Street, Carthage, Missouri 64836, and to the Carthage R-IX School System at:

_____.

Passed and approved by the Carthage School System on the _____ day of _____, 2020.

President
Carthage R-IX Board of Education

Secretary
Carthage R-IX Board of Education

Passed and approved by the City of Carthage on the _____ day of _____, 2020.

Dan Rife, Mayor

Attest:

Traci Cox, City Clerk

Approved as to form: _____
Nate Dally, City Attorney

***MAYOR'S
APPOINTMENTS***

RESOLUTIONS

MINUTES
STANDING
COMMITTEES

BUDGET WAYS & MEANS COMMITTEE
MONDAY, AUGUST 10, 2020 5:30 P.M.
CITY HALL COUNCIL CHAMBERS

MEMBERS PRESENT: Alan Snow, Ray West and Ed Barlow. Juan Topete was absent.

OTHERS PRESENT: Mayor Dan Rife, City Administrator Tom Short, City Clerk Traci Cox, Council Members Craig Diggs, Ceri Otero and David Armstrong, and citizen Abi Almandinger.

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. Barlow made a motion to approve the minutes of the July 13 Budget meeting. Motion carried 3-0.

NEW BUSINESS

1. **Consider and discuss an Ordinance levying general taxes upon real property located within the City of Carthage, Jasper County, Missouri for the Year 2020, for general revenue purposes and other purposes, and fixing the rates thereof.** *“By State Law, no later than September 1 of each year, the City Council has to set the property tax rate for the City and file the tax rate with Jasper County. These include the rates for the General Fund, Library, Parks & Recreation and Public Health. Tax rates are set annually by the City Council with assessment, billing, and collection administered by Jasper County. The State Auditor's Office and county officials assist local government officials in determining the data necessary to complete the tax rate computations. Taxing authorities are required to file final proposed tax rates and data supporting the proposed property tax rates with the county, using forms prescribed by the State Auditor. The counties submit the supporting data received to the State Auditor for review. The data is reviewed and a finding is returned to both the county and the taxing authority advising whether the proposed rates comply with Missouri law. Rate ceilings set the limit for the amount of taxes that can be levied. Each tax rate ceiling is determined annually and is adjusted to ensure revenue neutrality. The review of each tax rate ceiling is based on the assessed valuation for the entire political subdivision. The tax rate ceilings are determined based on the requirements of Section 137.073, RSMo, and Missouri Constitution, Article X, Section 22, commonly referred to as the Hancock Amendment, which limits taxation by the state and local governments. The levy amounts are the same as the current rates. Due to the timeliness of this item, it will be on the Council's agenda as a Public Hearing item and a Council Bill for the August 11, 2020 meeting.”*

Mr. Snow reported the 2020 Assessed Valuation for the City of Carthage was received and the tax levy rates will remain unchanged if approved. Mr. West moved to approve the state recommended property tax rates. Motion carried.

2. Staff Reports.

*“**Sales Tax Report**, the August 2020 Sales Tax Report is included. General Fund Sales Tax (1%) receipts for August showed an increase of 12% from the same month last Fiscal Year. This amounted to approximately \$23,000 more than the same month last year. This is the second month of the fiscal year and the second month where receipts were higher than the previous year. Hopefully this trend will continue through the fiscal year. Overall, the City had budgeted an increase of 3.5% from the previous year’s budgeted amount. At this time, Sales Taxes are exceeding last year’s collections.*

Because of the budget situation and rolling the budget, the Incode financial/budget software is not capable of generating reports at this time.

*Therefore, **Unaudited July Budget Report (All Funds Revenue & Expense Report)** and the **Investment Report**, will not be available.*

***Economic Development Workgroup**, the Budget Committee Chairman will report on the meetings/status of the group regarding direction in moving the City forward with its Economic Development efforts. A reminder that Wendi Douglas is progressing on the **passive flooring restoration workshop at the Phelps House** through a grant between the City and DNR. A*

*supplemental appropriation of funds for the Civic Enhancement Fund for a total amount of \$21,200 for a DNR Historic Preservation Fund Grants-In-Aid Flooring Restoration workshop to be provided by Carthage Historic Preservation was approved by the Council. The City agreed to be the grant recipient and act as manager of the grant. The objective of the grant 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). **Revised Budget***

***Hearings**: Included is the updated Budget (Schedule) Calendar. Budget Hearings with Departments are set for August 19, 2020 at 5:30 in the Council Chambers; a separate packet will be sent no later than August 14, 2020. Included is a report on the **Landfill Closure Fund** that was discussed previously for possible discussion regarding the FY 21 Budget.”*

Mr. Short reviewed sales tax revenues which have exceeded estimates and discussed the Budget calendar and the August 19 meeting with department heads to review departmental budgets. Mr. Snow discussed future arrangements with the Chamber of Commerce. Implementation of the salary study was discussed. Mr. Short reported a lump sum for increased salaries will be put into each department. The salary schedule will be re-evaluated each year for budgetary purposes.

3. **Other Business.** None.

ADJOURNMENT: The meeting adjourned at 6:02 P.M. on motion by Mr. Barlow

Respectfully submitted,
Traci Cox

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS
TUESDAY, AUGUST 11, 2020
5:00 p.m.

COMMITTEE MEMBERS PRESENT: Ceri Otero, David Armstrong, Seth Thompson, and Craig Diggs.

OTHER COUNCIL MEMBERS:

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

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 July 28, 2020 meeting were approved 4-0.

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

NEW BUSINESS:

1. **Consider and discuss updated COVID-19 Employee Leave Policy.** City Attorney Nate Dally outlined changes and explained the policy in detail. Mr. Armstrong made a motion to approve the policy and forward to council. Motion carried.
2. **Staff Reports:** Mr. Short reported on funds that had not been paid to the Chamber of Commerce for June 2020. The Chamber is in the process of auditing expenses and a refund to the city may occur. To keep the expense in the proper fiscal year, the invoice will be paid. Ms. Cox reported on activities of the Wellness Committee.
3. **Member Reports:** None.

ADJOURNMENT: Mr. Armstrong made a motion to adjourn at 5:40 PM. Motion carried 4-0.

Traci Cox
City Clerk

City of Carthage



Public Safety Committee – Minutes

Meeting Date: August 17, 2020

Meeting Location: Council Chambers

Call to Order: Chairman Harrison

Time Called to Order: 5:30pm

Attendance:

Chairman Harrison, Councilman Barlow, Councilman Thompson, Councilman Snow, Chief Williams, Chief Dagnan, Morgan Housh, Tom Short, Craig Diggs, Abi Almandinger

OLD BUSINESS

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

CITIZEN PARTICIPATION

There was no citizen participation at this meeting.

NEW BUSINESS

1. Chief Dagnan discussed with the committee the Speed View Analysis report on 13th & Clinton. This study was given to the committee last meeting for review. Chief Dagnan spoke with Zeb Carney and Tim Hill; agree that this is not a good intersection for a 4-way stop to be placed but feel that they could put up some more speed limit signs. Councilman Snow asked about putting up "Children at play" signs. The City of Carthage does not use these signs due to certain case laws. Chairman Harrison also suggested a rumble strip to get vehicles to slow down but after discussion decided that those would not be a good idea. Committee agreed that additional speed limit signs to slow the flow of traffic would be sufficient. No motion was needed.
2. Chief Dagnan discussed with the committee a concern that had been brought to the PD on the alley between 10th and Miller. The citizen is concerned with the alley being too narrow and making it difficult for traffic going both ways. She would like to make this a one-way alley. Chief Dagnan has not met with Public Works on this concern however; he agrees that this alley needs to be a one-way. Dagnan will bring this back to the committee. No motion was needed.
3. Chief Dagnan discussed with the committee how the Carthage Police Department has been working with the Jasper County Jail for a couple years on housing the City's inmates. They are booked and finger printed at the Carthage Police Department and then transported to the County Jail. The prisoners at that point are totally in the care of the Jasper County staff until they are released and bonded. Chief Dagnan explained the cost formula. This year's cost would be \$60,679.00, which is up from last year due to the cost of running the jail and citizens who are not paying their fines; average number of days held for the CPD. Chief Dagnan, is requesting permission for the MOU with the Jasper County Sheriff's Office. Councilman Snow made a motion to forward the Jail MOU to full council. Motion passed.

***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

- CFD has a new engine still on order however, with COVID it has slowed down the production process. Chief Williams informed the committee that the engine has moved to the production line. The CFD is reviewing and making sure that all the equipment that is needed for the truck is in line.
- Chief Williams gave the committee a brief COVID update and also how the CFD is operating during these times.

b. Police Department

- Chief Dagnan spoke with the committee on the MSSU Police Academy. A full academy will be held this year. The CPD pays for some of their employees to go thru the academy in exchange of a 3 year contract with the CPD.
- Chief Dagnan spoke briefly on a few CPD events that have taken place in the last month.
- Chief Dagnan spoke with the committee on his staff and positions.
 1. The administrative position to be changed to a commissioned officer.
 2. The City Taxi has been opened back up on a limited basis and masks are required.
 3. A new ACO (Animal Control Officer) has been hired.
 4. The SRO (School Resource Officer) has not been filled at this time.
- Chief Dagnan briefly discussed the wage study and changes that may be made.

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

Next Meeting Date: September 21, 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

August 18, 2020
Council Chambers
City Hall 5:30 pm

Public Services Committee Members Present; Juan Topete, Ceri Otero, Mike Daugherty

Members Absent; James Harrison

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

Non-Members Present:

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

Old Business:

1. Consider and approve minutes from the previous meeting.

NEW BUSINESS:

Consider and discuss a request by the Carthage Maple Leaf Car Show Committee for the use of Kellogg Lake Park on October 16th and 17th.

Mr. Peterson presented a map outlining Kellogg Lake Park. The Committee is requesting use south of the South Lake Pavilion to host the Car Show and Cruise Night on Friday night. During the day, they want use of what we call the River Pavilion for the Swap Meet, just north of that. The Committee will be bringing out ten porta-potties that they will be paying for, and they will be bringing in a dumpster that they will also pay for. They will be coordinating electrical drops with CWEP that they will be paying for as well. Parks will be bringing out additional trash barrels, tables, and barricades borrowed from the Street Department. They are requesting that we block off two of the gates, the one toward the highway and the gate on the southeast corner to control traffic flow. They have a good step up for the Car Show. For the Cruise Night, they will have to set up some construction lights in order to see at night. Friday, they will start setting up at 9 am. Noon will be the swap meet. Food trucks will be out later that day, located down by the River Pavilion. That evening they will have music, festivities, and food. They want to make Kellogg Lake their home for this event for the future.

Mr. Short brought up the need for an agreement indicating what they are responsible for and what we are responsible for. Typically, we have all vendors or anyone who host events on city property, provides some type of liability insurance. Mr. Daugherty noted that they should be used to providing proof of insurance. When they are on the square, they have to provide the proof. As long as they have the agreement, everything should be lined out. Mrs. Otero noted that there is a concern with wet grounds after rain what they would do. Mr. Peterson said that if anything like that happened, they might cancel.

They are aware of the risk. Mr. Short asked about the swap meet. More information will be provided with that.

Mr. Short, depending on what kind of entity they are, we could most likely get sales tax out of the event. All vendors up on the square have to remit sales tax.

One of the significant concerns is rain, flooding and traffic. Closing the gates off will help with traffic flow. Parking would be along the river and in areas that are on the north side of the road along the river. The event is anticipating a lot more people because of several other car shows being canceled due to COVID. They usually have a police officer present to help control the area. If alcohol is present, that needs to be in the agreement.

Mrs. Otero made a motion to approve the use of Kellogg Lake Park by the Maple Leaf Car Show Committee for the Carthage Maple Leaf Car Show on October 16th and 17th. Motion carried.

STAFF REPORTS

Parks and Recreation Director- Mark Peterson

Beyond Baseball- A Semi-professional baseball league is wanting to have a team in Carthage. They target smaller cities to bring the community together. They want to use Rock Stadium and would hire local staff to participate in the league. They would be providing improvements that would mostly be cosmetic. The information provided tonight is to create awareness of what the activity is. JR Bond, the person in charge, wants to come and talk more about what they are with a PowerPoint presentation and discussions in person.

Golf Course- Revenues and rounds for August are looking great. We are having a great start. Repairs to the pump and motor for the main well will be done this week. The repair has to be done as soon as possible to have water to maintain the golf course.

Food Truck Friday- Great turn out. 1500 masks were distributed. Twenty-five trucks came with eight table vendors and the beer garden. Six trucks sold out of product by 6:30-7:00 pm. Banners were placed around the park with social distancing and proper sanitation reminders. We also put out hand washing stations and hand sanitizer stations. More tables were requested for the next Food Truck Friday.

Kellogg Lake- Finishing touches are being done to the shelter. Metal is ordered and will be complete this week. South Pavilion repairs will begin once the Pickle ball courts are finished.

Central Park- improvements of all four-flower beds are happening in conjunction with the Dogwood Garden Club. Irrigation is up and running great. New plants will help look

better.

Griggs- Pickle ball is finishing up over the next two weeks. 9/1 is the targeted date of the grand opening. HERE4Carthage has started planting in the community garden beds. We completed the shed construction. We will finish by helping out with some gravel/rock on the base, and the contractor will finish the fence work. HERE4Carthage has some ideas to help with Griggs- potentially a shelter and new playground equipment.

Freer- Topsoil and grassing will begin in September in the low areas. Fescue will be the grass choice.

Carter Park- Demo work will begin on the restrooms in October.

Fair Acres- the High School Softball Season will begin soon. Additional finish work will be done this week with trimming edging. Workout equipment will be switched in September.

Municipal- Demo of a shelter happening in late October, early November. The contractor coordinated for completion of the shelter on the north side of Rock Stadium. We will be removing the rest of the old backstops and concrete soon.

Pools- Last day of activity was Sunday. The YMCA is having trouble with its pool and has to drain the water and repair the problem. The High School Swim Team is looking for a place to host their meet and practice. Thoughts about opening the pool to the high school and coordinating a plan with R-9, including costs.

Meeting adjourned at 6:06 pm.

**BUDGET WAYS & MEANS COMMITTEE
WEDNESDAY, AUGUST 19, 2020 5:30 P.M.
CITY HALL COUNCIL CHAMBERS**

MEMBERS PRESENT: Alan Snow, Ray West, and Ed Barlow.

MEMBERS ABSENT: Juan Topete

OTHERS PRESENT: Mayor Dan Rife, City Administrator, Council Members Ceri Otero, Craig Diggs, and Department Heads; Zeb Carney, Mark Peterson, Roger Williams, Greg Dagnan, Nate Dally, City Attorney and Abi Almandinger.

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

OLD BUSINESS:

1. **Consideration and approval of minutes from previous meeting.** Mr. Barlow made a motion to approve the minutes for the August 10, 2020 Budget Committee meeting. Motion carried 3-0

NEW BUSINESS:

1. **Fiscal 2021 Department Budget Hearings.** City Department Heads were in attendance to present their requests for the Deferred Fiscal 2021 Budget. City Administrator Short began by providing a brief overview of the Fiscal 2021 Budget which was provided electronically to the Committee, Council and Department Heads. Regarding the General Fund, based on projected revenues and requested expenditures from the departments and agencies, current total draft expenditures exceed revenues by approximately \$1,400,000. Although there is a beginning fund balance, on-going budgeted revenues are not sufficient to fund on-going expenditures. Budgeted numbers include some proposed cuts/moves/deferrals of items originally submitted. Numbers also included full funding of the implementation figures from the Salary Study for implementation beginning in October 2020, which caused an increase subsidy from the General Fund to the Golf Fund of approximately \$59,000. Other Funds of the City were addressed with the most concerning item being the Golf Course. Golf course revenues were being projected at a rate of approximately 13% (\$69,300) below 2020's budget level with the 5% reduction approved by the Council. The revenue estimates also included an operating subsidy from the General Fund. At this point, it is estimated the transfer (subsidy) for fiscal year 2021, will be \$138,860 which includes the amounts approved for implementation of the McGrath Salary Study. The estimated beginning fund balance is projected to decrease to \$26,000 by the end of the fiscal year. On numerous occasions, staff has discussed the overall general concerns with the golfing industry since 2001 and the course renovation. Mr. Peterson reported that round and revenues for July and August were looking better than last fiscal year. Mr. Carney, Public Works Director presented the requests of the General Fund's Public Works Departments and other funds in which he had an involvement for Committee consideration including the General Fund Capital Improvements budget, Public Health Fund, Parks Storm water Sales Tax Fund and Capital Improvements Sales Tax Fund. In the Public Health Fund, it was mentioned that the budget did not include funds for the implementation of the McGrath Salary Study. The Fund will be adjusted to account for correct amount in the final document. Mr. Peterson, Parks Director presented the request of the General Fund's Parks & Recreation Departments and other funds in

which he had an involvement for Committee consideration including the Golf Course Fund and the Parks Storm water Sales Tax Fund where Golf Capital will now be appropriated. Mr. Kinsey, IT Manager, presented the request of the General Fund's Information Technology Department. Mr. Dally, City Attorney, presented the request of the General Fund's Attorney's Departments for Committee consideration. Mr. Williams, Fire Chief, presented the requests of the General Fund's Fire and Emergency Management Departments and other funds in which he had an involvement for Committee consideration. Mr. Dagnan, Police Chief presented the requests of the General Fund's Police and Taxi Departments and other funds in which he had an involvement, for Committee consideration. Lastly City Administrator Short presented the requests of the General Fund's Administrative Departments and other funds in which Administration had an involvement for Committee consideration. The Committee inquired of each Department Head relevant questions and justifications concerning the requests and the level of services to be provided to the community.

2. Staff Reports. No reports were presented.
3. Other Business. None.

ADJOURNMENT: The meeting adjourned at 8:59 P.M. on motion by Mr. Barlow.

***MINUTES
SPECIAL
COMMITTEES
AND BOARDS***

CWEP

BOARD MEETING MINUTES

August 19, 2020

The Carthage Water & Electric Plant Board met in regular session August 19, 2020, 4:00 p.m. at the CWEP Office, 627 W Centennial, Carthage, MO.

Board:

☐ G. Stephen Beimdiek- President
☒ Danny Lambeth -Vice President
☒ Ron Ross -Secretary
☒ Alan Snow -Liaison

☐ Brian Schmidt - Member
☒ Pat Goff – Member
☒ Neel Baucom - Member

Staff:

☒ Chuck Bryant-General Manager
☒ Cassandra Ludwig-General Counsel
☒ Jason Peterson-Director IT & Broadband
☒ Megan Stump- Executive Assistant
☒ Meagan 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

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

ADDITIONS/CHANGES TO THE AGENDA: None.

APPROVAL OF MINUTES:

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

APPROVAL OF DISBURSEMENTS:

A motion by Ross and seconded by Baucom to approve disbursements for July in the amount of \$4,138,739.78 passed unanimously.

FINANCIAL STATEMENT:

CFO Nugent presented the financials for June noting that June ended strong with industries back online after reduced production due to COVID. Higher temperatures also contributed to the higher than budgeted and prior year income for the month. In the electric, water and wastewater departments, the commercial class has experienced a decline in usage and revenue over the last few years. Some of this is due to business closures, new businesses that move in and have a lower usage, and businesses working to conserve energy and water. Expenses were under budget for the year with the largest contributing factor being purchased power. There

was also less traveling for education and training due to COVID. In addition, more transportation costs were allocated to capital projects than in the past. She noted that for the year to date power and water loss percentages came in at 4.3% and 11.93%, respectively.

A motion by Ross and seconded by Goff to approve June financials passed unanimously.

CFO Nugent presented the financials for July noting that the revenues were strong due to higher temperatures. Operating expenses for the month were higher than prior year with purchase power being the main contributor. She noted that for the year to date power and water loss percentages came in at 13.06% and 6.71%, respectively.

A motion by Baucom and seconded by Goff to approve July financials passed unanimously.

COMMITTEE REPORTS: None.

CITIZEN'S PARTICIPATION PERIOD: None.

OLD BUSINESS: None.

NEW BUSINESS:

CONSIDERATION OF FY 2020-21-01 RESOLUTION: DETERMINING THE INTENT TO REIMBURSE FOR CAPITAL EXPENDITURES

General Manager Bryant presented FY 2020-21-01 Resolution to the Board. Bryant noted this resolution is to determine the intent to reimburse for capital expenditures in connection with the construction, expansion, renovation, furnishing and equipping of its communications system. He added any capital expenditures incurred prior to the date hereof in connection with the Project are acknowledged to be for the benefit of the project. By passing this resolution the Board acknowledges that the City intends to reimburse itself for such expenditures with the proceeds of bonds, notes, leases or other obligations to be issued or entered into by the City. The maximum net proceeds of Obligations expected to be issued for the Project will be \$7,000,000.

A motion by Ross and seconded by Goff to adopt FY 2020-21-01 Resolution: Determining the Intent to Reimburse for Capital Expenditures, passed unanimously.

RECOMMENDATION FOR THE CARTHAGE WATER AND ELECTRIC PLANT RENOVATION PROJECT

General Manager Bryant announced a formal bid request was issued seeking qualified contractors to renovate existing office and storage areas, which includes removing old flooring and installing wall tile at CWEP's Centennial Complex location. A pre-bid site tour was held for all contractors interested in the renovation project. GM Bryant reported CWEP received two

bids for this project. Randy Dubry Construction submitted a bid in the amount of \$208,997.00, and G & G Construction Company, Inc. submitted a bid for \$238,500.00. Both received were under CWEP's budgeted project amount.

GM Bryant recommends awarding this project to Randy Dubry Construction in the amount of \$208,997.00 as the lowest bidder.

A motion by Baucom and seconded by Ross to award the Carthage Water and Electric Plant renovation project to Randy Dubry Construction, passed unanimously.

RECOMMENDATION FOR THE STORAGE AREA NETWORK DEVICE PROJECT

General Manager Bryant noted formal proposals were accepted for the purchase and provisioning services of two storage area network (SAN) switch devices. The devices will be installed in separate data centers located in Carthage, Missouri, and will connect by existing fiber-optic cable. GM Bryant reported a proposal was received from Technology Group Solutions in the amount of \$60,656.48, which will include two SAN devices, annual support, and provisioning services.

GM Bryant recommends awarding this project to Technology Group Solutions in the amount of \$60,656.48, which will meet the specifications and requirements of CWEP.

A motion by Baucom and seconded by Goff to award the Storage Area Network Device Project to Technology Group Solutions in the amount of \$60,656.48, passed unanimously.

RECOMMENDATION FOR REPAIRS TO THE WATER TREATMENT PLANT BASIN

General Manager Bryant reported G & G construction provided a proposal cost for basin repairs at the water treatment plant in the amount of \$285,006.65, which will include all materials and labor in repairing the blend basin, sandblasting, and coating of the floor. GM Bryant recommends that CWEP proceed with the repairs under the General Construction and Operational Maintenance Repair Services Contract No. U2017.7GC.

A motion by Ross and seconded by Baucom to proceed with the repairs at the water treatment plant, passed unanimously.

STAFF REPORTS:

General Manager Bryant gave an update on COVID-19 and the precautions that staff are continuing to take. He commended staff for adapting well to all the changes and their continued hard work during this time. GM Bryant reported Davey Resource Group have been in town inspecting the city's poles, as of right now they have added 500 poles to the list as needing further testing or replacing. He gave an update on the status of the transformer addition to the SPA substation. GM Bryant noted the AMI contract has been signed by CWEP

and is now working its way through a process at Anixter and Itron. He reported the SPP System Protection and Control Working Group voted to approve removing CWEP from its under-frequency load shedding plan. Now that SPP has approved removing CWEP from its plan, CWEP should be eligible for deregistration with MRO, which would effectively remove CWEP from all NERC standards. Staff is working with MRO for the next steps.

CFO Nugent reported job openings have been posted for an Accountant and a Customer Service Representative, she noted several applications have been turned in. She noted auditors will be doing field work next week. Nugent commended staff for having great attitudes during these COVID-19 changes.

General Counsel Ludwig gave an update on the current status with the SPP System Protection and Control Working Group and MRO.

Director of Power Service Emery reported crews have finished pulling wire for feeder 16 upgrades and will start terminating the wires this week. Emery also reported that 12% of the system inventory points have been mapped by Davey Resource Group.

Director of IT & Broadband Peterson noted there are a couple job openings posted.

Director of Business & ED Howard gave an update on the Justin Boot shut down.

BOARD MEMBER COMMENTS:

At 4:51 p.m. the meeting adjourned.

President – Steve Beimdiek

Secretary – Ron Ross

***AGENDAS
STANDING
COMMITTEES***

City of Carthage



NOTICE OF MEETING Public Safety Committee – Agenda Monday August 17, 2020 5:30 p.m. City Hall – Council Chambers

TENTATIVE AGENDA

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting.

CITIZEN PARTICIPATION

No citizen participation

NEW BUSINESS.

1. Consider and discuss citizen request for traffic control at 13th & Clinton – Dagnan
2. Consider and discuss citizen request for one-way alley between 10th & Miller – Dagnan
3. Consider and discuss CPD Jail MOU - Dagnan
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 AUGUST, 18th, 2020
5:30 P.M.
COUNCIL CHAMBERS
AGENDA

Old Business

1. Consider and approve minutes from previous meeting.

Citizens Participation (Citizens wishing to address the 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. Please call Kailey Williams at the Park office at 417-237-7035 or email k.williams@carthagemo.gov)

New Business

1. Consider and Discuss a Request by the Carthage Maple Leaf Car Show Committee for use of Kellogg Lake Park on October 16th & 17th.

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: _____

--NOTICE OF MEETING--

BUDGET WAYS & MEANS COMMITTEE

WEDNESDAY, AUGUST 19, 2020

5:30 P.M.

**COUNCIL CHAMBERS, CITY HALL
326 GRANT ST., CARTHAGE, MISSOURI**

--TENTATIVE AGENDA--

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting.

CITIZENS PARTICIPATION

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

NEW BUSINESS

1. Fiscal 2021 Department Budget Hearings.
2. Staff Reports.
3. Other Business.

ADJOURNMENT

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

POSTED: _____

BY: _____

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS
August 25, 2020
5:00 PM
Carthage City Hall Council Chambers

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*

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 AUGUST 11, 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
 ♦ **Recorder of Deeds-Surplus Copy Machine**
7. COMMISSIONER'S REPORTS
8. UNFINISHED BUSINESS
9. NEW BUSINESS
 ♦ **Approve Bid for Marble Repair at Annex II**
 ♦ **Approve Bid for Detention Door Locks for the Jasper County Sheriff**
 ♦ **Approve Contract with Allgeier, Martin and Associates for the new BRO Bridge Project on Oak Road.**
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 AUGUST 6, 2020 AT 4:00 P.M.

(RSMO 610.020)

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
AUGUST 18, 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
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 AUGUST 14, 2020 AT 4:00 P.M.

(RSMO 610.020)



AGENDA

Notice is hereby given that the Carthage Water & Electric Plant Board will meet August 19, 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: July 2020

APPROVAL OF DISBURSEMENTS: July \$4,138,739.78

FINANCIAL STATEMENT: June & July

COMMITTEE REPORTS

CITIZENS PARTICIPATION PERIOD:

OLD BUSINESS: None.

NEW BUSINESS:

1. Consideration of FY 2020-21-01 Resolution: Determining the Intent to Reimburse for Capital Expenditures
2. Recommendation for the Carthage Water and Electric Plant Renovation Project
3. Recommendation for the Storage Area Network Device Project
4. Recommendation for Repairs to the Water Treatment Plant Basin

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

CORRESPONDENCE



The City of Carthage

"America's Maple Leaf City"

Roy Mason
Chairman of the Board
Carthage Chamber of Commerce

Dear Roy,

I just wanted to formalize the discussions we have had regarding the City's choice in pursuing a different direction for Economic Development Services provided to the City and to ensure a smooth path forward during this transition.

First of all, on behalf of the City and CW&EP, thank you for all the Chamber's hard work in working with Economic Development prospects and identifying ongoing needs to coordinate, communicate and engage the community and stakeholders in Carthage's economic development vision, strategies and goals. The work performed by the Chamber staff was a great benefit to the City.

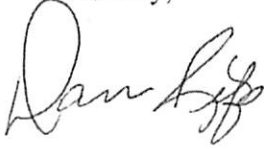
Next, the Chamber operated an economic development program on behalf of the citizenry of the City, which marketed and adverted our area as a location for new business and industry, and as an area committed to the assistance and expansion of existing business and industry. For that, we are all grateful for the efforts put forth by the Chamber.

But now that the decision has been made to use look at other alternatives, I want to ensure a smooth transition of the Economic Development function. In that vein, I'd like to make sure all files regarding Economic Development, especially prospects, are passed on to the City. As I understand it, when Max McKnight moved from the City to the Chamber President's position, he brought with him files from the City. I would also like to see all contacts to the Chamber regarding Economic Development issues forwarded to the City Administrator. He can then disseminate that information to appropriate City Staff. This would include any and all correspondence or communications regarding the Schreiber's Inc. expansion. This issue was not finalized and is still pending. We want to make sure nothing is dropped during this process. Additionally, any reporting that the Chamber was conducting as part of the Agreement with the City, either to the State or State Agencies, needs to be listed out so the City can continue with those reporting requirements in a timely manner. My overall concern is that we can facilitate a successful transition and a close out procedure.

Again, I want to thank the Chamber for its services to the City regarding Economic Development. I realize that the Chamber will still be involved and be an intricate part of community development through its efforts to service the business community. I look forward to working with the Chamber in helping the City grow and expand its businesses for the betterment of the community.

If I can be of further assistance, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Rife". The signature is fluid and cursive, with the first name "Dan" being more prominent than the last name "Rife".

Dan Rife, Mayor
City of Carthage

XC:

INTER

OFFICE

MEMO

To: City Council
From: Dan Rife, Mayor
Subject: Emergency Purchase
Date: August 18, 2020

Pursuant to Part J of the City of Carthage's Purchasing Policy Manual, I have waived the customary purchasing procedures and authorized an emergency purchase from Flynn Drilling Company Inc., 1340 Boone St, Troy, MO 63379, in an amount not to exceed \$33,000 for the replacement of the 75 horse power submersible pump, motor, and wiring at the golf course.

This pump and motor supplies all the water for the south pond for irrigation of the golf course's tee boxes, fairways, greens and surrounds. The motor and pump are approximately 15 years old and had not had any major work, inspections or maintenance done to them since the system was installed. There was an existing problem (leak) with the Golf Course's irrigation system's pump house and problems associated with it were in the process of being developed and addressed in approximately October of this year. As the scope of the fix was still above staff's capabilities, arrangements were coordinated with CW&EP to use their contractor for their well system to determine the scope of the problem. Upon pulling the pump, motor and casing in order to have the contractor inspect and investigate the scope of the problem the system was experiencing, it was discovered that the pump had also sucked up some electrical lines damaging a portion of the impellers causing a major inefficiency in the pump's ability to pump water in addition to the other problems the system was having. It is the City's intent to use this contractor for maintenance/inspection issues regarding this pump from this point forward to help alleviate any future major "emergency issues".

The contractor should be able to complete the installation of the system in a few days. This will help the course overall as the system is the sole source for watering the course.

This purchase is required due to unforeseen circumstances which delay would seriously hinder the effective delivery of Municipal services in addition to causing potentially substantial damage to the golf course due to heat now being experienced.

As provided by section J, I hereby advise the Council of the situation necessitating the emergency purchase and the procedures used to secure this purchase.



Dan Rife, Mayor

Xc: City Council, City Clerk, City Administrator, Parks 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 be 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.

RESOLUTION NO. 1910

**A RESOLUTION DETERMINING THE INTENT OF THE CITY
OF CARTHAGE, MISSOURI, TO REIMBURSE ITSELF FOR
CAPITAL EXPENDITURES.**

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

Section 1. The City of Carthage, Missouri (the “City”) has incurred or will incur on and after the date hereof capital expenditures in connection with the construction, expansion, renovation, furnishing and equipping of its communications system (the “Project”). The City intends to reimburse itself for such expenditures with the proceeds of bonds, notes, leases or other obligations to be issued by the City (the “Obligations”). The maximum net proceeds of Obligations expected to be issued for the Project will be \$7,000,000.

Section 2. This Resolution shall be in full force and effect from and after its passage.

ADOPTED by the City Council of the City of Carthage, Missouri, this ____ day of _____,
2020.

[SEAL]

Mayor

ATTEST:

City Clerk