



City of Carthage, Missouri

CITY COUNCIL

October 25, 2022 - 6:30 PM
Council Chambers

AGENDA

- 1. Call to Order**
- 2. Invocation**
- 3. Pledge of Allegiance to Flag**
- 4. Calling of the Roll**
- 5. Reading and Consideration of Minutes of Previous Meeting**
 1. Approval of October 11, 2022 Minutes
- 6. Presentations/Proclamations**
 1. Hurricane Ian CW&EP volunteers
- 7. Public Comments**

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

(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**
 1. City Administrator's Report
- 13. Report of Claims Presented Against the City**
 1. Motion and a second to approve the Claims
- 14. Public Hearings**
- 15. Old Business**

1. C.B. 22-42 - An Ordinance to amend Section 800 - Miscellaneous Policies of the Personnel Policy Manual of the City of Carthage by amending Subsection 806 - Remote Work Policy

16. New Business

1. C.B. 22-43 - An Ordinance to amend Chapter 6 Buildings and Building Regulations by adding Article X Public Art Policy.
2. C.B. 22-44 - An Ordinance authorizing the Mayor to execute a Real Estate Contract for the sale of land in the Myers Park Subdivision between the City of Carthage, Missouri and Faik Bilalli and Lumnije Bilalli in Carthage, Missouri 64836
3. C.B. 22-45 - An Ordinance to amend the City of Carthage, Missouri, Purchasing Manual that generally increases the limits of the policy and corrects other minor errors within the policy. Such amendment of the Purchasing Manual is as recommended by the Insurance Audit and Claims Committee.

17. Mayor's Appointments

18. Resolutions

1. Resolution 1985 - A Resolution providing for the formal acceptance of a donation by the City Council of the City of Carthage, Missouri pursuant to City Policy
2. Resolution 1986 - A Resolution of the City Council of the City of Carthage, Missouri supporting an application of the Boots Motel, A Missouri Non-Profit Corporation, for improvement and restoration of the Boots Motel.

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
October 11, 2022

The Carthage City Council met in regular session on the above date in the Council Chambers at 6:30 P.M. with Mayor Dan Rife presiding. Fire Chief Ryan Huntley gave the invocation and Police Chief Bill Hawkins led the flag salute.

The following Council Members answered roll call: Trudy Blankenship, Ceri Otero, Robin Blair, Ed Hardesty, Tiffany Cossey, Mark Elliff, Robin Harrison, and Brandi Ensor. Council Members David Armstrong and Alan Snow were absent. City Administrator Greg Dagnan and City Attorney Nate Dally were also present.

The following Department Heads were present: Police Chief Bill Hawkins, Fire Chief Ryan Huntley, Public Works Director Zeb Carney, and City Clerk Miranda Deal. Parks and Recreation Director Mark Peterson and Assistant City Administrator Traci Cox were absent.

Mr. Elliff made a motion, seconded by Ms. Otero, to approve the minutes of the September 27, 2022 Council Meeting. Motion carried unanimously.

Mayor Rife presented the Carthage Nazarene Church and Alpha Delta Kappa Proclamations.

During Citizen's Participation, Abi Almandinger with Vision Carthage presented an award that the City received from America In-Bloom. The City of Carthage won the Outstanding Achievement Award for Celebrating Heritage. Julie Reams with the Chamber of Commerce was present to thank everyone who has helped with the Maple Leaf Festival, she also provided updates on the advertisements, float entries, and vendor counts. She stated that the parade will start differently this year and begin after the Star Spangled Banner is played.

Ms. Otero reported that the Budget Ways & Means Committee met on October 11 and approved a budget amendment Council Bill that includes carry-over projects, emergency purchases, and a journal entry to correct something from the auditor's report. The next meeting will be November 14.

Mrs. Harrison reported that the Committee on Insurance, Audit and Claims met on this date and approved the claims. The health insurance renewal rates were discussed. Anthem has given us a 2% increase on our health insurance cost. The budgeted amount was for a 10% increase. Mrs. Harrison made a motion, seconded by Mr. Hardesty, to keep the same health insurance plan with a 2% increase. Motion carried. The remote work policy was also discussed, there was a motion to amend the policy to include some extra clarification under the objective section, and the amended policy was placed on everyone's desk for review. Mrs. Harrison made a motion, seconded by Mr. Hardesty, to amend Council Bill 22-42 to include the changes as presented. Motion carried.

Mr. Elliff reported that the Public Safety Committee is between meetings with the next meeting scheduled for October 17.

Ms. Otero reported that the Public Services Committee is between meetings with the next meeting scheduled for October 18.

Ms. Ensor reported that the Public Works Committee met on October 4. Zeb reported to the committee that the River Street bridge was damaged in an accident, and the driver took off. They are currently looking for the person responsible. There was an update on the Case to Macon Street Stormwater Project. Republic Services will be increasing rates this fall, according to our contract; they cannot raise them more than 3%. Greg reported on the comprehensive plan being redone, and the Steadley foundation applications that are due November 1.

Special Committee and Board Liaison Reports were given by Mr. Elliff for Planning & Zoning, and the Jasper County Commission, Ms. Blair for the Carthage Tree Board, Ms. Ensor for the Library Board, and Ms. Otero gave updates on some Humane Society fundraisers that recently happened.

Mayor Rife reported on the proclamation presentations and having one last group of 2nd graders come through to tour City Hall and meet with him.

During reports from Council Members, Ms. Otero apologized on the art policy delay. There was a motion to table it until the September 27 meeting so it could be discussed at the September Public Services meeting, but that meeting had been cancelled. Ms. Otero made a motion, seconded by Mr. Hardesty, to table the art policy until the second council meeting in October. Mr. Hardesty congratulated Vision Carthage for winning awards and doing all the great work they do in the community. He also congratulated the Chamber of Commerce on all the events that they are putting on for the Maple Leaf Festival. He also mentioned that he would like everyone to think about what to do with the Rock Stadium in Municipal Park. He presented the idea of making some changes within the stadium and turning it into a dog park.

City Attorney Nate Dally reported that there would most likely be a group of boy scouts at the next council meeting so they can earn one of their badges.

Police Chief Bill Hawkins reported that there was an accident at the Central/Garrison stop light involving the mobile command bus and that the stop light was being repaired as soon as possible before this weekends events.

Fire Chief Ryan Huntley reported that they fire department started off the Maple Leaf Bike Tour on Saturday morning, then they had the safety fair at station one later that same morning. He also reported that the MACK truck will most likely run long enough to be in the parade.

Public Works Director Zeb Carney reported on the following: Central/Garrison traffic signal repair, being awarded a grant for the McGregor Street bridge, his departments health fair attendance, C.B. 22-41 on tonight's agenda, an update on the Myers Park lot North of Lowe's, potential sale of remaining land in Peachtree subdivision, Maple Leaf preparations, staffing update, and change orders.

City Administrator Greg Dagnan sent his report out in the council packet. He reported that Traci reworked the Purchasing Policy Manual and raised the amounts, that will be coming to Council for approval soon. He also reported that the sales tax is still doing great, but reminded the council that there is a two-month lag in the numbers. There was also a ribbon cutting at the 6th and Main parking lot and he was glad to see many different departments come together to get that project done.

The Committee on Claims filed a report in the amount of \$900,187.54 against the following funds: General Revenue \$115,316.07, Public Health \$1,111.48, Lodging Tax \$1,102.23, Parks/Stormwater \$186,966.99, Golf \$6,402.36, Parks & Recreation \$6.18, Myers Park \$116,714.55, Public Facilities \$14,465.25, Public Library \$163,000.00, and Payroll \$295,102.43. Mrs. Harrison made a motion, seconded by Ms. Blair, to accept the report and allow the claims. Motion carried.

There was no old business.

Under new business, C.B. 22-41 – An Ordinance authorizing the Mayor to execute a Real Estate Contract for the sale of land in the Myers Park Subdivision between the City of Carthage, Missouri and TC Garrison Properties, LLC a Missouri Limited Liability Company, Carthage, Missouri 64836 was placed on first reading.

Mr. Elliff made a motion, seconded by Mr. Hardesty to follow the emergency protocol and advance Council Bill 22-41 to second reading. Motion carried.

C.B. 22-41 – An Ordinance authorizing the Mayor to execute a Real Estate Contract for the sale of land in the Myers Park Subdivision between the City of Carthage, Missouri and TC Garrison Properties, LLC a Missouri Limited Liability Company, Carthage, Missouri 64836 was placed on second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Blair, Blankenship, Cossey, Elliff, Ensor, Hardesty, Harrison, and Otero. The Council Bill was approved and numbered Ordinance 22-42.

C.B. 22-42 – An Ordinance to amend Section 800 – Miscellaneous Policies of the Personnel Policy Manual of the City of Carthage by amending Subsection 806 – Remote Work Policy was placed on first reading with no action taken.

Ms. Otero made a motion, seconded by Mrs. Harrison, to approve Resolution 1983 – A Resolution of the Council of the City of Carthage, Missouri authorizing the approval of change order #2 to the Case to Macon Street Stormwater Improvement Project, to include the replacement of the collapsed box culvert, not to exceed the amount of \$190,000.00. Resolution 1983 was adopted after a roll call vote of 8 yeas and 0 nays. Ayes: Blair, Blankenship, Cossey, Elliff, Ensor, Hardesty, Harrison, and Otero.

Mr. Elliff made a motion, seconded by Ms. Otero, to approve Resolution 1984 – A Resolution authorizing the City of Carthage, Missouri to submit an application to the Missouri Department of Natural Resources Historic Preservation Fund Grant – Planning and Outreach Grant – for training requirements under the Certified Local Government (CLG) Program for annual training of the Planning, Zoning and Historic Preservation Commission. Resolution 1984 was adopted after a roll call vote of 8 yeas and 0 nays. Ayes: Blair, Blankenship, Cossey, Elliff, Ensor, Hardesty, Harrison, and Otero.

Abi Almandinger presented to the council some of the history of the Planning and Zoning Commission, as well as, what this grant was for.

During closing comments, Ms. Otero explained the emergency protocol on ordinances to the new council members, she also thanked Zeb for his good relationship with MoDOT so the traffic signal could be replaced as soon as possible. Mr. Hardesty asked what the incident was at the intersection, Chief Hawkins explained that the command bus was being transported back to the Police Department when the mast on the top of the bus took out the traffic light. Ms. Cossey thanked Ms. Otero for her knowledge in the council procedures and stated she was excited for Maple Leaf. Mr. Elliff thanked all the departments for their work on Maple Leaf and wished the Chamber luck with the events this weekend. Mrs. Harrison wished Julie Reams luck with her first Maple Leaf Festival, thanked everyone for all of their work around town, and thanked Vision Carthage for their work. Ms. Ensor thanked Abi and Vision Carthage, she stated that she is excited for Maple Leaf, she thanked Greg, the Mayor, and Ms. Deal for their Proclamation work for the Nazarene Church, she also thanked Ms. Otero for all of the information she provided the council.

Ms. Ensor made a motion, seconded by Mr. Elliff, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:38 p.m.

Dan Rife, Mayor

Miranda Deal, City Clerk

Proclamation

City of Carthage, Missouri

Office of the Mayor of Carthage

WHEREAS, **Derek Crowe, Jeff Moore, Justin Ralston, Chance Adams, Chris Perry & Jake Brunnert** quickly volunteered to assist the community of Orlando, Florida, after Hurricane Ian crossed through the area and caused severe damage to their electrical system; and

WHEREAS, they revealed extraordinary behavior in representing Carthage Water and Electric Plant and the Citizens of Carthage, Missouri as participants in the Missouri Public Utility Alliance Mutual Aid Program; and

WHEREAS, they showed the essence of sacrifice and hard work, promoting the characteristics valued by the City of Carthage and its citizens; and

WHEREAS, they brought recognition and honor to themselves and to the reputation of the City of Carthage;

BE IT FURTHER RESOLVED, that our Community and the City of Carthage extends its gratefulness and appreciation this 25th Day of October 2022 for **Derek Crowe, Jeff Moore, Justin Ralston, Chance Adams, Chris Perry & Jake Brunnert**.

Dan Rife, Mayor



City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

October 10, 2022 - 5:30 PM
Council Chambers

MINUTES

1. Old Business

1. Approval of August 8, 2022 Minutes
Mr. Elliff made a motion to approve the August 8, 2022 minutes. Motion carried 4-0.

2. Citizens Participation

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

3. New Business

1. Consider Budget Adjustment for the FY 23 Budget Year
Ms. Cox explained to the committee what the budget adjustment was for. It included some carry-over projects from the previous budget year, emergency purchases that were recently made, and a journal entry that needed to be made after the audit.

Mr. Armstrong made a motion to accept the budget adjustment and forward to council for approval. Motion carried 4-0.
2. Consider a Budget amendment to add \$11,000 to the Parks and Recreation Budget to be used to remediate tree issues in Central Park that could interfere with Sparkle in the Park.
The \$11,000 for the Parks and Recreation to remediate tree issues was included in the budget adjustment. This work was done to keep certain limbs from interfering with Sparkle in the Park. There was no further action taken on this item.
3. Staff Reports
Ms. Cox reported that the sales tax numbers came in 13% above the same month last year, and 18% above what was projected. The use tax came in lower than expected, but is still on track to be above projected.

Mr. Snow asked if the tax revenue was looking good enough to revisit some of the items that were cut from the budget. Mr. Dagnan reminded the committee that there is a two-month lag in the sales tax numbers and that there is a potential 3% COLA that will be given in January. Mr. Armstrong reminded the

committee that he requested during the budget approval, that he would like to revisit the outside agency contracts in December and evaluate whether or not there is enough money to fully fund what they originally requested.

Ms. Cox also mentioned that they budgeted for a 2% COLA in January, and that health insurance renewals came in at a 2% increase rather than the 10% they had budgeted for.

Mr. Dagnan reported on the 5 year personnel plan that HR is currently working on. The goal is to have the department heads present to their committees what positions they are requesting and why they need them. Once their committees hear their presentation, they will go to the Insurance, Audit and Claims, and Budget committees. He also talked about the Purchasing Policy Manual getting some updates, the recent health fair, and the return of a nicotine cessation program. There will be discussions in the future on the budget processes involving outside agency contracts.

4. Adjournment

Mr. Elliff made a motion to adjourn at 5:50 pm. Motion carried 4-0.



City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

October 11, 2022 - 5:00 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Old Business

1. Approval of September 27, 2022 Minutes
Ms. Blair made a motion to approve the minutes of the September 27, 2022 meeting. Motion carried 4-0.

Ms. Blair moved to accept the claims. Motion carried 4-0.

2. Citizens Participation

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

3. New Business

1. Consider and discuss Anthem Health Insurance renewals
HR Coordinator Michael Miller spoke to the committee on the health insurance renewal rates. Mr. Miller and Ms. Cox met with Beimdiek regarding renewal rates, and Beimdiek was able to negotiate on the City's behalf and get only a 2% increase. The 2022-2023 budget included a 10% projected increase in health insurance costs.

Ms. Cossey made a motion to approve the same health insurance plan with a 2% increase and send to council for full approval. Motion carried 4-0.

2. Consider and discuss Remote Work Policy
Mr. Miller also presented the Remote Work Policy. There had been a slight change to the policy compared to the one sent out in the packet. This will allow department heads to allow eligible employees to work from home up to 2 days a week. There were discussions on the cyber-security aspect of this policy, as well as performance measures.

Ms. Blankenship moved to approve the amended remote work policy and forward it to council. Motion carried 4-0.

3. Staff Reports
Mr. Miller gave an update on the 5 year personnel plan he has been working on. Department heads were asked to submit written requests for positions they would like in their departments should there be enough money in the budget. These will be presented to the departments' committees and then brought to

Insurance, Audit and Claims, and the budget committee.

Mr. Dagnan reported that the sales tax numbers were still up, the use tax was lower than expected but still above projected numbers. He also mentioned that there would be a potential 3% COLA given in January.

4. Other Reports

4. Adjournment

Ms. Blair made a motion to adjourn at 5:50 pm. Motion carried 4-0.



October 17, 2022 - 5:30 PM
Council Chambers

AGENDA

1. Old Business

1. Consideration and approval of minutes from 9-19-22 meeting

2. Citizen Participation

1. Consider and discuss holiday carriage rides - Robyn McLemore
2. Consider and discuss Christmas Parade - Mark Sponaugle
3. Consider and discuss Carthage Hardware Event - Eddie Grundy

3. New Business

1. Consider and discuss MPO job description - Chief Hawkins
2. Consider and discuss acceptance of \$12,000 donation to CFD
3. Staff Reports
 - Fire Department
 - Police Department

4. Adjournment

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



City of Carthage, Missouri

PUBLIC SAFETY COMMITTEE

October 17, 2022 - 5:30 PM
Council Chambers

MINUTES

1. Old Business

1. Consideration and approval of minutes from 9-19-22 meeting
Councilman Harrison made a motion to approve the minutes from 9/19/22 meeting. Motion passed

2. Citizen Participation

1. Consider and discuss holiday carriage rides - Robyn McLemore
Gary McLemore discussed with the committee holiday carriage rides with G&R Carriages. They are requesting to offer horse-drawn carriage rides around the square and Central Park to view the Christmas lights during the month of December 2022. They are not requesting any street closures. Councilman Snow made a motion to approve the presented route within the designated map area beginning December 1, 2022 to December 31, 2022. Motion passed.
2. Consider and discuss Christmas Parade - Mark Sponaule
Shannan Higgins spoke on behalf of Mark Sponaule to the committee about the Annual Christmas Parade. The parade will be held on December 5, 2022 at 7:00pm. As in years past, the parade originates at the corner of Chestnut and Main Streets, proceeds North on Main Street, circling the Square, then back South on Grant, ending at Chestnut and Grant. They are requesting the street closures of Chestnut, 9th, 10th, 11th, entire Square and Main Street from 5:00pm to 8:00pm. Councilman Snow made the motion to approve the Annual Christmas Parade with street closures and close and vacate the Square. The motion passed.
3. Consider and discuss Carthage Hardware Event - Eddie Grundy
Eddie Grundy spoke with the committee on a parking request. He is requesting to block off two parking spaces directly in front of Carthage Hardware during open hours on the last Saturday of each month, provided there are no other events taking place on that day. The spaces would give Carthage Hardware space to place a 10x10 canopy over the workspace and allow for a safe distance from neighboring vehicles. Councilman Snow made a motion to approve the blocking of two parking spaces directly in front of Carthage Hardware during open hours on the last Saturday of each month. Motion passed.

3. New Business

1. Consider and discuss MPO job description - Chief Hawkins
Chief Hawkins discussed with the committee the MPO (Master Patrol Officer) job description. The PD will be making some changes in wording to the job description. No motion was needed.
2. Consider and discuss acceptance of \$12,000 donation to CFD
Chief Huntley spoke with the committee about a \$12,000 donation to the CFD. This donation is to be used specifically for the CFD as the Chief sees fit. The resolution was presented in the agenda packet. Councilman Harrison made a motion to forward the \$12,000 donation to the full council for approval. Motion passed.
3. Staff Reports

Fire Department

Chief Huntley spoke with the committee on the following subjects:

1. Mack Truck
2. Plymovent exhaust system. This is a building renovation capital project. The CFD will be updating their system to a new magnetic system. This will be an upgrade to the current system for the amount of \$22,802.00. Councilman Cossey made a motion to forward it on to full council for approval. Motion passed.
3. Steadley Grant - This is for 3 additional Firefighters for 3 years financially. The grant has been submitted.

Police Department

Chief Hawkins spoke with the committee on Halloween. Vision Carthage will be handling the Square treats.

Traci Cox spoke with the committee briefly on the Purchasing Policy Manual and a claim against a taxi driver.

4. **Adjournment**

Councilman Harrison made a motion to adjourn. Motion passed.



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

October 18, 2022 - 5:30 PM
Council Chambers

AGENDA

1. Old Business

1. Consider and approve minutes from previous meeting.

2. Citizen Participation

(Citizens wishing to address the Council or Committee should notify the City in advance and provide the item they want to address in written format at least 24 hours before the meeting. Please call Chelsea Cholley at the Parks & Recreation office at 417-237-7035, or email c.cholley@carthagemo.gov.)

3. New Business

1. Consider and Discuss Public Art Policy.
2. Consider and Discuss Local and State Grant Opportunities for "Our Town, Our Time" Park Master Plan Projects.

4. Staff Reports

5. Other Business

6. Adjournment

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



City of Carthage, Missouri

PUBLIC SERVICES COMMITTEE

October 18, 2022 - 5:30 PM
Council Chambers

MINUTES

1. Old Business

1. Consider and approve minutes from previous meeting.

ACTION: Motion to item 1.1. by Ed Hardesty second by Brandi Ensor;

Motion passed with a 4:0

AYES: Ceri Otero, Ed Hardesty, Trudy Blankenship, Brandi Ensor

NOES: None

ABSTAIN: None

2. Citizen Participation

(Citizens wishing to address the Council or Committee should notify the City in advance and provide the item they want to address in written format at least 24 hours before the meeting. Please call Chelsea Cholley at the Parks & Recreation office at 417-237-7035, or email c.cholley@carthagemo.gov.)

3. New Business

1. Consider and Discuss Public Art Policy.

Mr. Peterson discussed the use of a Public Art Policy as a way to engage the community in creative pacemaking opportunities, celebrate and promote our historical, cultural and creative Carthage identity and create public art oppoutities in diverse location. Some future locations are Carter, The pocket park, Municipal Park and Griggs Park. Mr. Peterson stated that this policy could help develop public opportunities in a responsible manner, collaborating with the art community. Mr.Dagnan mentioned that this policy would work with the current donation policy and any art purchases will still have to follow the purchasing policies and procedures.

ACTION: Motion to accept/approve item 3.1. by Ed Hardesty second by Trudy Blankenship;

Motion passed with a 4:0

AYES: Ceri Otero, Ed Hardesty, Trudy Blankenship, Brandi Ensor

NOES: None

ABSTAIN: None

2. Consider and Discuss Local and State Grant Opportunities for "Our Town, Our Time" Park Master Plan Projects.

Mr. Peterson stated that there are some great opportunities that parks and recreation would like to pursue. To pursue these grants there will need to be matching funds and we have approval of McCune Brooks Regional Hospital trust to leverage their donation with state and local grant opportunities. Land & Water Conservation Fund is a state grant opportunity through the Department of Natural Resources that could allow up to \$500,000 that would be used toward the Kellogg Lake concept. This grant is a yearly grant that the City of Carthage has never applied for, which will help with the final decision when this grant is awarded. The Coover Regional Celebration of Public Spaces Grant is up to \$25,000 and would be used towards the Pocket Park Concept that is currently being worked on. The Steadley Grant would be used to help with three main targets but focus on taking care of what we have as well as future plans. One being with playgrounds, restrooms, and trails that would focus on Carter, Central, Griggs, & Municipal Park. Another target is Fair Acres development of baseball fields for more of a tournament capacity and opportunities. The third target would be to help with the development of the pocket park, which is expected to include public restrooms, seating, shade, art and a stage, but we are working with Vision Carthage to help determine the best use of the space.

ACTION: Motion to elect item 3.2. by Ed Hardesty second by None;
Motion passed with a 4:0

AYES: Ceri Otero, Ed Hardesty, Trudy Blankenship, Brandi Ensor

NOES: None

ABSTAIN: None

4. **Staff Reports**

Mr. Peterson discussed project updates within the parks. Mr. Peterson stated that the parks department has been working with multiple playground providers to determine the best concepts for our community. It was narrowed down to 2 companies who provided more detailed concepts and pricing, Play & Park and Athco, and it was determined that Park & Play had the best opportunity for pricing, support, maintenance, training, and future park needs. Mr. Peterson stated that Park & Play already had state contract pricing and had provided concepts and pricing for Municipal Park, Carter Park, & Kellogg Lake Park. We are already on schedule to start. These parks should be completed by Memorial Day 2023 in the worst case scenario.

5. **Other Business**

6. **Adjournment**



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

October 25, 2022 - 5:00 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of October 11, 2022 Minutes
 2. Review & Approval of the Claims Report
- 3. Citizens Participation**

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)
- 4. New Business**
 1. Consider and discuss changes to the Master Patrol Officer (MPO) job description
 2. Consider and discuss changes to the Deputy City Clerk job description
 3. Consider and discuss the revisions to the Purchasing Policy Manual
 4. Staff Reports
 5. Other Business
- 5. Adjournment**

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

Meeting Minutes

October 03, 2022 / 5:30 PM / City Hall Chambers

Attendees

Members: Abi Almandinger, Jim Swatsenbarg, Alan Bull, & Josh Anderson

Staff & Council: Greg Dagnan, Zeb Carney, Traci Cox, & Mark Elliff

Guest speakers: John Peterson & Andrew Dial

The meeting was called to order at 5:30 by Abi Almandinger, Chairman

Agenda

Approval of Previous Meeting Minutes

- Motion by Alan Bull to approve previous meeting minutes, seconded by Josh Anderson - all present voted in favor, minutes were approved

Public Hearing

- There were no public hearings

New Business

- Abi discussed the grant application that P,Z, & HP and CHP have jointly applied for with the State Historic Preservation Office (SHPO). SHPO grant representatives, Andrew Dial, also discussed the grant process and the current status of the grant.
- John Peterson & Andrew Dial from SHPO discussed the CLG recertification process
- John & Andrew gave a short talk about SHPO and how the grant funding process works, gave examples of other towns and projects that have benefited from these grants, and discussed several grant opportunities with the National Parks Service (NPS)
- There was discussion about an additional grant funding for additional classes. This grant application is due November 15th. Jim Swatsenbarg made a motion that we begin the application process for this grant, seconded by Josh Anderson - all present voted in favor

Old Business

- There was much discussion about the 353 Tax Abatement and the actual verbiage of the ordinance to be sent to city council. Several suggestions were made about the wording and Greg will make the revisions.
- A motion was made by Alan Bull to approve the ordinance and send it on to City Council with Greg's amended wording, the motion was seconded by Jim Swatsenbarg - all voted in favor.
- The ordinance will appear on the next city council meeting agenda on October 11th.
- The next steps in the process were discussed, how to set up a corporation, etc, and Zeb and his team will start preparing a draft 353 Application for applicants to apply for the program.

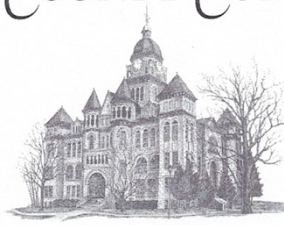
At 6:36 a motion was made to adjourn the meeting by Jim Swatsenbarg, seconded by Alan Bull.

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Daricus 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
OCTOBER 18, 2022
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
 - **Sarah Granath-Gilmore Bell-Request for Approval of Issuance of Bonds by the Industrial Development Authority of Jasper County for Deerfield Village II Preservation Associates Limited Partnership**
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 OCTOBER 14, 2022, AT 8:00 A.M.

(RSMO 610.020)

John Bartosh
Presiding Commissioner

JASPER COUNTY COMMISSION

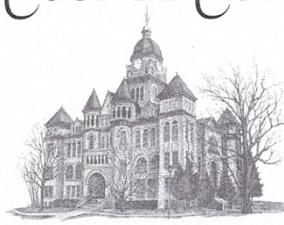
302 S. Main ST
Carthage, MO 64836

Tom Flanigan
Eastern District Commissioner

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

Daricus K. Adams
Western District Commissioner

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



COMMISSION AGENDA
OCTOBER 25, 2022
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
 - **Jasper County Assessor-Surplus 2009 Chevy Impala**
 - **Jasper County Clerk/Jasper County Collector-Present Railroad and Utility Aggregate Abstract and Land and Personal Tax Aggregate Abstract**
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 OCTOBER 21, 2022, AT 8:00 A.M.

(RSMO 610.020)



AGENDA

Notice is hereby given that the Carthage Water & Electric Plant Board will meet October 20, 2022, 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: September 2022

APPROVAL OF DISBURSEMENTS: September \$5,858,568.71

FINANCIAL STATEMENT: September

COMMITTEE REPORTS

CITIZENS PARTICIPATION PERIOD:

OLD BUSINESS: None.

NEW BUSINESS:

1. Consideration of FY 2022-23-02 Resolution recognizing our Linemen for Mutual aid work assistance in Orlando, FL
2. Consideration of bids for Substation 1 Control Building
3. Consideration of bids for Substation 1 Galvanized Steel Structures
4. Consideration of bids for Substation 1 and 2 15kV Vacuum Circuit Breakers

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 Kirby, P O Box 611 Carthage, MO 64836 417-237-7300

CARTHAGE HUMANE SOCIETY, INC.

FINANCIAL STATEMENTS

JULY 31, 2022





ACCOUNTANT'S DISCLAIMER REPORT

To Management
Carthage Humane Society, Inc.
13860 Dog Kennel Ln
Carthage, MO 64836

The accompanying financial statements of Carthage Humane Society, Inc. as of and for the month ended July 31, 2022 omit substantially all disclosures. The financial statements were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

Schmidt Associates, LLC

August 17, 2022



America Counts on CPAs

Carthage Humane Society, Inc.
Balance Sheet - Tax basis
July 31, 2022

Assets

Current Assets

SMB	\$ 156,963.94
SMB - Payroll	5,006.13
Petty cash	<u>100.00</u>
Total Current Assets	<u><u>162,070.07</u></u>

Property and Equipment

Land	14,586.95
Building	486,742.82
Improvements	130,932.26
Office furniture and equipment	10,965.26
Machinery and equipment	188,773.74
Less accumulated depreciation	<u>(442,155.36)</u>
Net Property and Equipment	<u><u>389,845.67</u></u>
 Total Assets	 <u><u>\$ 551,915.74</u></u>

Liabilities and Net Assets

Net Assets

Unrestricted net assets	\$ 439,551.82
Change in net assets	<u>112,363.92</u>
Total Net Assets	<u><u>551,915.74</u></u>
Total Liabilities and Net Assets	<u><u>\$ 551,915.74</u></u>

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

Carthage Humane Society, Inc.
Statements of Revenues, Expenses and Other Changes in Net Assets - Tax basis
For the one month and seven months ended July 31, 2022

	2022 Month	% of Income	2022 Year to date	% of Income
Sales				
City of Carthage contract	\$ 6,000.00	6.15 %	\$ 24,000.00	7.89 %
Jasper County contracts	0.00	0.00	4,000.00	1.32
Adoption fees	8,281.30	8.49	52,319.14	17.21
Return to owner fee	800.00	0.82	2,515.00	0.83
Surrender fees	825.00	0.85	11,952.00	3.93
Product sales	25.00	0.03	404.00	0.13
Cemetery plot	0.00	0.00	800.00	0.26
Donations	8,153.44	8.36	42,502.46	13.98
Noncash Donations	359.69	0.37	5,139.63	1.69
Fundraising	0.00	0.00	6,523.21	2.15
Memorials and bequests	0.00	0.00	0.00	0.00
Grants	64,000.00	65.60	64,000.00	21.05
PetSmart Charities	0.00	0.00	4,500.00	1.48
Steadley Memorial Trust	3,000.00	3.07	25,169.62	8.28
Frances H Havens Trust	803.78	0.82	18,600.71	6.12
Jesse L Bridges Trust	0.00	0.00	7,579.80	2.49
Katheryn Hyde Trust	0.00	0.00	0.00	0.00
Trust fund receipts-other	0.00	0.00	10.62	0.00
Helen Boylan Foundation	0.00	0.00	2,763.03	0.91
Patricia McKay Trust	0.00	0.00	25,000.00	8.22
Reimbursement of expenses	0.00	0.00	0.00	0.00
Miscellaneous income	5,313.00	5.45	6,248.87	2.06
	<u>97,561.21</u>	<u>100.00</u>	<u>304,028.09</u>	<u>100.00</u>
Gross Profit	<u>97,561.21</u>	<u>100.00</u>	<u>304,028.09</u>	<u>100.00</u>
Operating Expenses				
Salaries and wages	21,397.79	21.93	94,052.52	30.94
Insurance - workers compensation	0.00	0.00	1,594.00	0.52
Payroll taxes	1,863.44	1.91	8,474.98	2.79
Total payroll expenses	<u>23,261.23</u>	<u>23.84</u>	<u>104,121.50</u>	<u>34.25</u>
Advertising	0.00	0.00	220.00	0.07
Auto expense	0.00	0.00	0.00	0.00
Bank charges	0.00	0.00	499.99	0.16
Cat litter	251.00	0.26	501.99	0.17
Credit card fees	110.79	0.11	622.30	0.20
Dog and cat food	357.89	0.37	4,387.03	1.44
Dues and subscriptions	0.00	0.00	60.00	0.02

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

Carthage Humane Society, Inc.
Statements of Revenues, Expenses and Other Changes in Net Assets - Tax basis
For the one month and seven months ended July 31, 2022

	2022 Month	% of Income	2022 Year to date	% of Income
Fundraising expense	0.00	0.00	400.00	0.13
Insurance	0.00	0.00	4,256.00	1.40
Legal and professional	300.00	0.31	3,099.00	1.02
Medication	2,869.79	2.94	19,641.45	6.46
Meals and entertainment	0.00	0.00	0.00	0.00
Medical- Veterinarian	2,835.86	2.91	15,947.52	5.25
Medical - Employees	0.00	0.00	1,219.25	0.40
Miscellaneous	(116.56)	(0.12)	(171.47)	(0.06)
Postage & Shipping	0.00	0.00	0.00	0.00
Printing & Stationary	0.00	0.00	122.72	0.04
Repairs and maintenance	415.00	0.43	3,718.66	1.22
Supplies- office	153.83	0.16	1,144.69	0.38
Supplies- Cleaning	349.61	0.36	1,610.43	0.53
Supplies- Animal Supplies	500.00	0.51	530.27	0.17
Taxes and licenses	0.00	0.00	878.00	0.29
Trash svc	136.66	0.14	866.49	0.29
Utilities	1,798.12	1.84	10,073.54	3.31
Depreciation	2,562.34	2.63	17,936.23	5.90
	<u>12,524.33</u>	<u>2.63</u>	<u>87,564.09</u>	<u>5.90</u>
Total operating expenses	<u>35,785.56</u>	<u>36.68</u>	<u>191,685.59</u>	<u>63.05</u>
Net income (loss) from operations	<u>61,775.65</u>	<u>2.63</u>	<u>112,342.50</u>	<u>5.90</u>
Other Income / (Expenses)				
Interest income	5.34	0.01	21.42	0.01
Other income	0.00	0.00	0.00	0.00
SBA non-taxable grant income	0.00	0.00	0.00	0.00
	<u>5.34</u>	<u>0.01</u>	<u>21.42</u>	<u>0.01</u>
Net Income / (Loss)	<u>\$ 61,780.99</u>	<u>63.33</u>	<u>\$ 112,363.92</u>	<u>36.96</u>

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

Supplementary Information

Carthage Humane Society, Inc.
Statements of Income and Net Assets - Tax basis
For the one month and seven months ended July 31, 2022

	<u>2022 Month Actual</u>	<u>Monthly Budget</u>	<u>Monthly Variance</u>	<u>2022 Year to date</u>	<u>Year to date Budget</u>	<u>Year to date Variance</u>	<u>Actual as a % of Budget</u>
Revenue							
City of Carthage contract	\$ 6,000.00	\$ 3,000.00	\$ 3,000.00	\$ 24,000.00	\$ 21,000.00	\$ 3,000.00	114.29 %
Jasper County contracts	0.00	666.67	(666.67)	4,000.00	4,666.65	(666.65)	85.71
Adoption fees	8,281.30	6,250.00	2,031.30	52,319.14	43,750.00	8,569.14	119.59
Return to owner fee	800.00	416.67	383.33	2,515.00	2,916.65	(401.65)	86.23
Surrender fees	825.00	833.34	(8.34)	11,952.00	5,833.30	6,118.70	204.89
Product sales	25.00	0.00	25.00	404.00	0.00	404.00	0.00
Cemetery plot	0.00	0.00	0.00	800.00	0.00	800.00	0.00
Donations	8,153.44	4,583.34	3,570.10	42,502.46	32,083.30	10,419.16	132.48
Noncash Donations	359.69	2,500.00	(2,140.31)	5,139.63	17,500.00	(12,360.37)	29.37
Fundraising	0.00	0.00	0.00	6,523.21	0.00	6,523.21	0.00
Grants	64,000.00	2,500.00	61,500.00	64,000.00	17,500.00	46,500.00	365.71
PetSmart Charities	0.00	625.00	(625.00)	4,500.00	4,375.00	125.00	102.86
Steadley Memorial Trust	3,000.00	3,000.00	0.00	25,169.62	21,000.00	4,169.62	119.86
Frances H Havens Trust	803.78	1,067.92	(264.14)	18,600.71	7,475.40	11,125.31	248.83
Jesse L Bridges Trust	0.00	602.09	(602.09)	7,579.80	4,214.55	3,365.25	179.85
Katheryn Hyde Trust	0.00	1,041.67	(1,041.67)	0.00	7,291.65	(7,291.65)	0.00
Trust fund receipts-other	0.00	416.67	(416.67)	10.62	2,916.65	(2,906.03)	0.36
McDowell Trust	0.00	458.34	(458.34)	0.00	3,208.30	(3,208.30)	0.00
Helen Boylan Foundation	0.00	0.00	0.00	2,763.03	0.00	2,763.03	0.00
Patricia McKay Trust	0.00	0.00	0.00	25,000.00	0.00	25,000.00	0.00
Miscellaneous income	5,313.00	0.00	5,313.00	6,248.87	0.00	6,248.87	0.00
Total revenue	<u>97,561.21</u>	<u>27,961.71</u>	<u>69,599.50</u>	<u>304,028.09</u>	<u>195,731.45</u>	<u>108,296.64</u>	<u>155.33</u>
Operating Expenses							
Salaries and wages	21,397.79	13,333.33	8,064.46	94,052.52	93,333.35	719.17	100.77
Insurance - workers compensation	0.00	304.75	(304.75)	1,594.00	2,133.25	(539.25)	74.72
Payroll taxes	<u>1,863.44</u>	<u>1,023.00</u>	<u>840.44</u>	<u>8,474.98</u>	<u>7,161.00</u>	<u>1,313.98</u>	<u>118.35</u>
Total payroll expenses	<u>23,261.23</u>	<u>14,661.08</u>	<u>8,600.15</u>	<u>104,121.50</u>	<u>102,627.60</u>	<u>1,493.90</u>	<u>101.46</u>
Advertising	0.00	41.66	(41.66)	220.00	291.70	(71.70)	75.42
Auto expense	0.00	50.00	(50.00)	0.00	350.00	(350.00)	0.00
Bank charges	0.00	120.83	(120.83)	499.99	845.85	(345.86)	59.11
Cat litter	251.00	27.25	223.75	501.99	190.75	311.24	263.17
Credit card fees	110.79	0.00	110.79	622.30	0.00	622.30	0.00
Dog and cat food	357.89	1,581.75	(1,223.86)	4,387.03	11,072.25	(6,685.22)	39.62

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

Carthage Humane Society, Inc.
Statements of Income and Net Assets - Tax basis
For the one month and seven months ended July 31, 2022

	2022	Monthly	Monthly	2022	Year to date	Year to date	Actual as a % of
	Month Actual	Budget	Variance	Year to date	Budget	Variance	Budget
Dues and subscriptions	0.00	12.50	(12.50)	60.00	87.50	(27.50)	68.57
Fundraising expense	0.00	125.00	(125.00)	400.00	875.00	(475.00)	45.71
Insurance	0.00	625.00	(625.00)	4,256.00	4,375.00	(119.00)	97.28
Legal and professional	300.00	1,000.00	(700.00)	3,099.00	7,000.00	(3,901.00)	44.27
Medication	2,869.79	0.00	2,869.79	19,641.45	0.00	19,641.45	0.00
Meals and entertainment	0.00	29.16	(29.16)	0.00	204.20	(204.20)	0.00
Medical- Veterinarian	2,835.86	3,000.00	(164.14)	15,947.52	21,000.00	(5,052.48)	75.94
Medical- clinic	0.00	2,166.66	(2,166.66)	0.00	15,166.70	(15,166.70)	0.00
Medical - Employees	0.00	0.00	0.00	1,219.25	0.00	1,219.25	0.00
Miscellaneous	(116.56)	0.00	(116.56)	(171.47)	0.00	(171.47)	0.00
Postage & Shipping	0.00	20.83	(20.83)	0.00	145.85	(145.85)	0.00
Printing & Stationary	0.00	62.50	(62.50)	122.72	437.50	(314.78)	28.05
Repairs and maintenance	415.00	666.66	(251.66)	3,718.66	4,666.70	(948.04)	79.69
Supplies- office	153.83	283.33	(129.50)	1,144.69	1,983.35	(838.66)	57.71
Supplies- Cleaning	349.61	1,000.00	(650.39)	1,610.43	7,000.00	(5,389.57)	23.01
Supplies- Animal Supplies	500.00	16.66	483.34	530.27	116.70	413.57	454.39
Taxes and licenses	0.00	88.75	(88.75)	878.00	621.25	256.75	141.33
Trash svc	136.66	131.25	5.41	866.49	918.75	(52.26)	94.31
Utilities	1,798.12	1,416.66	381.46	10,073.54	9,916.70	156.84	101.58
Depreciation	2,562.34	0.00	2,562.34	17,936.23	0.00	17,936.23	0.00
	<u>12,524.33</u>	<u>12,466.45</u>	<u>57.88</u>	<u>87,564.09</u>	<u>87,265.75</u>	<u>298.34</u>	<u>100.34</u>
Total operating expenses	<u>35,785.56</u>	<u>27,127.53</u>	<u>8,658.03</u>	<u>191,685.59</u>	<u>189,893.35</u>	<u>1,792.24</u>	<u>100.94</u>
Total expenses	<u>35,785.56</u>	<u>27,127.53</u>	<u>8,658.03</u>	<u>191,685.59</u>	<u>189,893.35</u>	<u>1,792.24</u>	<u>100.94</u>
Other Income / (Expenses)							
Interest income	5.34	0.00	(5.34)	21.42	0.00	(21.42)	0.00
	<u>5.34</u>	<u>0.00</u>	<u>5.34</u>	<u>21.42</u>	<u>0.00</u>	<u>21.42</u>	<u>0.00</u>
Change in net assets	<u>\$ 61,780.99</u>	<u>\$ 834.18</u>	<u>\$ 60,946.81</u>	<u>\$ 112,363.92</u>	<u>\$ 5,838.10</u>	<u>\$ 106,525.82</u>	<u>1924.67 %</u>

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

CARTHAGE HUMANE SOCIETY, INC.

FINANCIAL STATEMENTS

AUGUST 31, 2022





ACCOUNTANT'S DISCLAIMER REPORT

To Management
Carthage Humane Society, Inc.
13860 Dog Kennel Ln
Carthage, MO 64836

The accompanying financial statements of Carthage Humane Society, Inc. as of and for the month ended August 31, 2022 omit substantially all disclosures. The financial statements were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

Schmidt Associates, LLC

September 14, 2022



America Counts on CPAs

Carthage Humane Society, Inc.
Balance Sheet - Tax basis
August 31, 2022

Assets

Current Assets

SMB	\$ 162,689.78
SMB - Payroll	1,803.42
Petty cash	<u>100.00</u>
Total Current Assets	<u><u>164,593.20</u></u>

Property and Equipment

Land	14,586.95
Building	486,742.82
Improvements	130,932.26
Office furniture and equipment	10,965.26
Machinery and equipment	188,773.74
Less accumulated depreciation	<u>(444,717.63)</u>
Net Property and Equipment	<u><u>387,283.40</u></u>

Total Assets	<u><u>\$ 551,876.60</u></u>
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Liabilities and Net Assets

Net Assets

Unrestricted net assets	\$ 439,551.82
Change in net assets	<u>112,324.78</u>
Total Net Assets	<u><u>551,876.60</u></u>
Total Liabilities and Net Assets	<u><u>\$ 551,876.60</u></u>

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

Carthage Humane Society, Inc.
Statements of Revenues, Expenses and Other Changes in Net Assets - Tax basis
For the one month and eight months ended August 31, 2022

	2022 Month	% of Income	2022 Year to date	% of Income
Sales				
City of Carthage contract	\$ 3,000.00	11.97 %	\$ 27,000.00	8.20 %
Jasper County contracts	2,000.00	7.98	6,000.00	1.82
Adoption fees	7,909.65	31.57	60,228.79	18.30
Return to owner fee	325.00	1.30	2,840.00	0.86
Surrender fees	1,565.00	6.25	13,517.00	4.11
Product sales	40.00	0.16	444.00	0.13
Cemetery plot	0.00	0.00	800.00	0.24
Donations	6,259.27	24.98	48,761.73	14.82
Noncash Donations	441.62	1.76	5,581.25	1.70
Fundraising	234.00	0.93	6,757.21	2.05
Memorials and bequests	0.00	0.00	0.00	0.00
Grants	0.00	0.00	64,000.00	19.45
PetSmart Charities	0.00	0.00	4,500.00	1.37
Steadley Memorial Trust	3,000.00	11.97	28,169.62	8.56
Frances H Havens Trust	0.00	0.00	18,600.71	5.65
Jesse L Bridges Trust	0.00	0.00	7,579.80	2.30
Katheryn Hyde Trust	0.00	0.00	0.00	0.00
Trust fund receipts-other	0.00	0.00	10.62	0.00
Helen Boylan Foundation	0.00	0.00	2,763.03	0.84
Patricia McKay Trust	0.00	0.00	25,000.00	7.60
Reimbursement of expenses	0.00	0.00	0.00	0.00
Miscellaneous income	283.00	1.13	6,531.87	1.98
	<u>25,057.54</u>	<u>100.00</u>	<u>329,085.63</u>	<u>100.00</u>
Gross Profit	<u>25,057.54</u>	<u>100.00</u>	<u>329,085.63</u>	<u>100.00</u>
Operating Expenses				
Salaries and wages	14,951.02	59.67	109,003.54	33.12
Insurance - workers compensation	0.00	0.00	1,594.00	0.48
Payroll taxes	1,282.09	5.12	9,757.07	2.96
Total payroll expenses	<u>16,233.11</u>	<u>64.78</u>	<u>120,354.61</u>	<u>36.57</u>
Advertising	0.00	0.00	220.00	0.07
Auto expense	0.00	0.00	0.00	0.00
Bank charges	0.00	0.00	499.99	0.15
Cat litter	23.96	0.10	525.95	0.16
Credit card fees	184.70	0.74	807.00	0.25
Dog and cat food	375.56	1.50	4,762.59	1.45
Dues and subscriptions	0.00	0.00	60.00	0.02

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

Carthage Humane Society, Inc.
Statements of Revenues, Expenses and Other Changes in Net Assets - Tax basis
For the one month and eight months ended August 31, 2022

	2022 Month	% of Income	2022 Year to date	% of Income
Fundraising expense	0.00	0.00	400.00	0.12
Insurance	0.00	0.00	4,256.00	1.29
Legal and professional	317.25	1.27	3,416.25	1.04
Medication	1,133.63	4.52	20,775.08	6.31
Meals and entertainment	0.00	0.00	0.00	0.00
Medical- Veterinarian	1,254.14	5.01	17,201.66	5.23
Medical - Employees	0.00	0.00	1,219.25	0.37
Miscellaneous	(30.40)	(0.12)	(201.87)	(0.06)
Postage & Shipping	0.00	0.00	0.00	0.00
Printing & Stationary	0.00	0.00	122.72	0.04
Repairs and maintenance	250.00	1.00	3,968.66	1.21
Supplies- office	114.07	0.46	1,258.76	0.38
Supplies- Cleaning	165.74	0.66	1,776.17	0.54
Supplies- Animal Supplies	0.00	0.00	530.27	0.16
Taxes and licenses	0.00	0.00	878.00	0.27
Trash svc	271.94	1.09	1,138.43	0.35
Utilities	2,247.50	8.97	12,321.04	3.74
Depreciation	2,562.27	10.23	20,498.50	6.23
	<u>8,870.36</u>	<u>10.23</u>	<u>96,434.45</u>	<u>6.23</u>
Total operating expenses	<u>25,103.47</u>	<u>100.18</u>	<u>216,789.06</u>	<u>65.88</u>
Net income (loss) from operations	<u>(45.93)</u>	<u>10.23</u>	<u>112,296.57</u>	<u>6.23</u>
Other Income / (Expenses)				
Interest income	6.79	0.03	28.21	0.01
Other income	0.00	0.00	0.00	0.00
SBA non-taxable grant income	0.00	0.00	0.00	0.00
	<u>6.79</u>	<u>0.03</u>	<u>28.21</u>	<u>0.01</u>
Net Income / (Loss)	<u>\$ (39.14)</u>	<u>(0.16)</u>	<u>\$ 112,324.78</u>	<u>34.13</u>

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

Supplementary Information

Carthage Humane Society, Inc.
Statements of Income and Net Assets - Tax basis
For the one month and eight months ended August 31, 2022

	<u>2022 Month Actual</u>	<u>Monthly Budget</u>	<u>Monthly Variance</u>	<u>2022 Year to date</u>	<u>Year to date Budget</u>	<u>Year to date Variance</u>	<u>Actual as a % of Budget</u>
Revenue							
City of Carthage contract	\$ 3,000.00	\$ 3,000.00	\$ 0.00	\$ 27,000.00	\$ 24,000.00	\$ 3,000.00	112.50 %
Jasper County contracts	2,000.00	666.67	1,333.33	6,000.00	5,333.32	666.68	112.50
Adoption fees	7,909.65	6,250.00	1,659.65	60,228.79	50,000.00	10,228.79	120.46
Return to owner fee	325.00	416.67	(91.67)	2,840.00	3,333.32	(493.32)	85.20
Surrender fees	1,565.00	833.34	731.66	13,517.00	6,666.64	6,850.36	202.76
Product sales	40.00	0.00	40.00	444.00	0.00	444.00	0.00
Cemetery plot	0.00	0.00	0.00	800.00	0.00	800.00	0.00
Donations	6,259.27	4,583.34	1,675.93	48,761.73	36,666.64	12,095.09	132.99
Noncash Donations	441.62	2,500.00	(2,058.38)	5,581.25	20,000.00	(14,418.75)	27.91
Fundraising	234.00	0.00	234.00	6,757.21	0.00	6,757.21	0.00
Grants	0.00	2,500.00	(2,500.00)	64,000.00	20,000.00	44,000.00	320.00
PetSmart Charities	0.00	625.00	(625.00)	4,500.00	5,000.00	(500.00)	90.00
Steadley Memorial Trust	3,000.00	3,000.00	0.00	28,169.62	24,000.00	4,169.62	117.37
Frances H Havens Trust	0.00	1,067.92	(1,067.92)	18,600.71	8,543.32	10,057.39	217.72
Jesse L Bridges Trust	0.00	602.09	(602.09)	7,579.80	4,816.64	2,763.16	157.37
Katheryn Hyde Trust	0.00	1,041.67	(1,041.67)	0.00	8,333.32	(8,333.32)	0.00
Trust fund receipts-other	0.00	416.67	(416.67)	10.62	3,333.32	(3,322.70)	0.32
McDowell Trust	0.00	458.34	(458.34)	0.00	3,666.64	(3,666.64)	0.00
Helen Boylan Foundation	0.00	0.00	0.00	2,763.03	0.00	2,763.03	0.00
Patricia McKay Trust	0.00	0.00	0.00	25,000.00	0.00	25,000.00	0.00
Miscellaneous income	283.00	0.00	283.00	6,531.87	0.00	6,531.87	0.00
Total revenue	<u>25,057.54</u>	<u>27,961.71</u>	<u>(2,904.17)</u>	<u>329,085.63</u>	<u>223,693.16</u>	<u>105,392.47</u>	<u>147.11</u>
Operating Expenses							
Salaries and wages	14,951.02	13,333.33	1,617.69	109,003.54	106,666.68	2,336.86	102.19
Insurance - workers compensation	0.00	304.75	(304.75)	1,594.00	2,438.00	(844.00)	65.38
Payroll taxes	<u>1,282.09</u>	<u>1,023.00</u>	<u>259.09</u>	<u>9,757.07</u>	<u>8,184.00</u>	<u>1,573.07</u>	<u>119.22</u>
Total payroll expenses	<u>16,233.11</u>	<u>14,661.08</u>	<u>1,572.03</u>	<u>120,354.61</u>	<u>117,288.68</u>	<u>3,065.93</u>	<u>102.61</u>
Advertising	0.00	41.66	(41.66)	220.00	333.36	(113.36)	65.99
Auto expense	0.00	50.00	(50.00)	0.00	400.00	(400.00)	0.00
Bank charges	0.00	120.83	(120.83)	499.99	966.68	(466.69)	51.72
Cat litter	23.96	27.25	(3.29)	525.95	218.00	307.95	241.26
Credit card fees	184.70	0.00	184.70	807.00	0.00	807.00	0.00
Dog and cat food	375.56	1,581.75	(1,206.19)	4,762.59	12,654.00	(7,891.41)	37.64

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

Carthage Humane Society, Inc.
Statements of Income and Net Assets - Tax basis
For the one month and eight months ended August 31, 2022

	2022 Month Actual	Monthly Budget	Monthly Variance	2022 Year to date	Year to date Budget	Year to date Variance	Actual as a % of Budget
Dues and subscriptions	0.00	12.50	(12.50)	60.00	100.00	(40.00)	60.00
Fundraising expense	0.00	125.00	(125.00)	400.00	1,000.00	(600.00)	40.00
Insurance	0.00	625.00	(625.00)	4,256.00	5,000.00	(744.00)	85.12
Legal and professional	317.25	1,000.00	(682.75)	3,416.25	8,000.00	(4,583.75)	42.70
Medication	1,133.63	0.00	1,133.63	20,775.08	0.00	20,775.08	0.00
Meals and entertainment	0.00	29.16	(29.16)	0.00	233.36	(233.36)	0.00
Medical- Veterinarian	1,254.14	3,000.00	(1,745.86)	17,201.66	24,000.00	(6,798.34)	71.67
Medical- clinic	0.00	2,166.66	(2,166.66)	0.00	17,333.36	(17,333.36)	0.00
Medical - Employees	0.00	0.00	0.00	1,219.25	0.00	1,219.25	0.00
Miscellaneous	(30.40)	0.00	(30.40)	(201.87)	0.00	(201.87)	0.00
Postage & Shipping	0.00	20.83	(20.83)	0.00	166.68	(166.68)	0.00
Printing & Stationary	0.00	62.50	(62.50)	122.72	500.00	(377.28)	24.54
Repairs and maintenance	250.00	666.66	(416.66)	3,968.66	5,333.36	(1,364.70)	74.41
Supplies- office	114.07	283.33	(169.26)	1,258.76	2,266.68	(1,007.92)	55.53
Supplies- Cleaning	165.74	1,000.00	(834.26)	1,776.17	8,000.00	(6,223.83)	22.20
Supplies- Animal Supplies	0.00	16.66	(16.66)	530.27	133.36	396.91	397.62
Taxes and licenses	0.00	88.75	(88.75)	878.00	710.00	168.00	123.66
Trash svc	271.94	131.25	140.69	1,138.43	1,050.00	88.43	108.42
Utilities	2,247.50	1,416.66	830.84	12,321.04	11,333.36	987.68	108.71
Depreciation	2,562.27	0.00	2,562.27	20,498.50	0.00	20,498.50	0.00
	<u>8,870.36</u>	<u>12,466.45</u>	<u>(3,596.09)</u>	<u>96,434.45</u>	<u>99,732.20</u>	<u>(3,297.75)</u>	<u>96.69</u>
Total operating expenses	<u>25,103.47</u>	<u>27,127.53</u>	<u>(2,024.06)</u>	<u>216,789.06</u>	<u>217,020.88</u>	<u>(231.82)</u>	<u>99.89</u>
Total expenses	<u>25,103.47</u>	<u>27,127.53</u>	<u>(2,024.06)</u>	<u>216,789.06</u>	<u>217,020.88</u>	<u>(231.82)</u>	<u>99.89</u>
Other Income / (Expenses)							
Interest income	6.79	0.00	(6.79)	28.21	0.00	(28.21)	0.00
	<u>6.79</u>	<u>0.00</u>	<u>6.79</u>	<u>28.21</u>	<u>0.00</u>	<u>28.21</u>	<u>0.00</u>
Change in net assets	<u>\$ (39.14)</u>	<u>\$ 834.18</u>	<u>\$ (873.32)</u>	<u>\$ 112,324.78</u>	<u>\$ 6,672.28</u>	<u>\$ 105,652.50</u>	<u>1683.45 %</u>

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

CARTHAGE HUMANE SOCIETY, INC.

FINANCIAL STATEMENTS

SEPTEMBER 30, 2022





ACCOUNTANT'S DISCLAIMER REPORT

To Management
Carthage Humane Society, Inc.
13860 Dog Kennel Ln
Carthage, MO 64836

The accompanying financial statements of Carthage Humane Society, Inc. as of and for the month ended September 30, 2022 omit substantially all disclosures. The financial statements were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

Schmidt Associates, LLC

October 05, 2022



America Counts on CPAs

Carthage Humane Society, Inc.
Balance Sheet - Tax basis
September 30, 2022

Assets

Current Assets

SMB	\$ 150,753.47
SMB - Payroll	4,888.81
Petty cash	<u>100.00</u>
Total Current Assets	<u><u>155,742.28</u></u>

Property and Equipment

Land	14,586.95
Building	486,742.82
Improvements	130,932.26
Office furniture and equipment	10,965.26
Machinery and equipment	188,773.74
Less accumulated depreciation	<u>(447,279.90)</u>
Net Property and Equipment	<u><u>384,721.13</u></u>
 Total Assets	 <u><u>\$ 540,463.41</u></u>

Liabilities and Net Assets

Net Assets

Unrestricted net assets	\$ 439,551.82
Change in net assets	<u>100,911.59</u>
Total Net Assets	<u><u>540,463.41</u></u>
Total Liabilities and Net Assets	<u><u>\$ 540,463.41</u></u>

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

Carthage Humane Society, Inc.
Statements of Revenues, Expenses and Other Changes in Net Assets - Tax basis
For the one month and nine months ended September 30, 2022

	2022 Month	% of Income	2022 Year to date	% of Income
Sales				
City of Carthage contract	\$ 0.00	0.00 %	\$ 27,000.00	7.84 %
Jasper County contracts	0.00	0.00	6,000.00	1.74
Adoption fees	6,037.15	39.28	66,265.94	19.24
Return to owner fee	80.00	0.52	2,920.00	0.85
Surrender fees	265.00	1.72	13,782.00	4.00
Product sales	5.00	0.03	449.00	0.13
Cemetery plot	0.00	0.00	800.00	0.23
Donations	5,418.03	35.26	54,179.76	15.73
Noncash Donations	385.93	2.51	5,967.18	1.73
Fundraising	0.00	0.00	6,757.21	1.96
Memorials and bequests	0.00	0.00	0.00	0.00
Grants	0.00	0.00	64,000.00	18.58
PetSmart Charities	0.00	0.00	4,500.00	1.31
Steadley Memorial Trust	3,000.00	19.52	31,169.62	9.05
Frances H Havens Trust	0.00	0.00	18,600.71	5.40
Jesse L Bridges Trust	0.00	0.00	7,579.80	2.20
Katheryn Hyde Trust	0.00	0.00	0.00	0.00
Trust fund receipts-other	0.00	0.00	10.62	0.00
Helen Boylan Foundation	0.00	0.00	2,763.03	0.80
Patricia McKay Trust	0.00	0.00	25,000.00	7.26
Reimbursement of expenses	0.00	0.00	0.00	0.00
Miscellaneous income	177.00	1.15	6,708.87	1.95
	<u>15,368.11</u>	<u>100.00</u>	<u>344,453.74</u>	<u>100.00</u>
Gross Profit	<u>15,368.11</u>	<u>100.00</u>	<u>344,453.74</u>	<u>100.00</u>
Operating Expenses				
Salaries and wages	15,616.19	101.61	124,619.73	36.18
Insurance - workers compensation	0.00	0.00	1,594.00	0.46
Payroll taxes	1,318.66	8.58	11,075.73	3.22
Total payroll expenses	<u>16,934.85</u>	<u>110.19</u>	<u>137,289.46</u>	<u>39.86</u>
Advertising	0.00	0.00	220.00	0.06
Auto expense	0.00	0.00	0.00	0.00
Bank charges	0.00	0.00	499.99	0.15
Cat litter	81.14	0.53	607.09	0.18
Credit card fees	108.79	0.71	915.79	0.27
Dog and cat food	530.34	3.45	5,292.93	1.54
Dues and subscriptions	0.00	0.00	60.00	0.02

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

Carthage Humane Society, Inc.
Statements of Revenues, Expenses and Other Changes in Net Assets - Tax basis
For the one month and nine months ended September 30, 2022

	2022 Month	% of Income	2022 Year to date	% of Income
Fundraising expense	0.00	0.00	400.00	0.12
Insurance	(1,465.00)	(9.53)	2,791.00	0.81
Legal and professional	350.00	2.28	3,766.25	1.09
Medication	3,199.14	20.82	23,974.22	6.96
Meals and entertainment	0.00	0.00	0.00	0.00
Medical- Veterinarian	1,197.74	7.79	18,399.40	5.34
Medical - Employees	0.00	0.00	1,219.25	0.35
Miscellaneous	(45.61)	(0.30)	(247.48)	(0.07)
Postage & Shipping	0.00	0.00	0.00	0.00
Printing & Stationary	210.70	1.37	333.42	0.10
Repairs and maintenance	350.81	2.28	4,319.47	1.25
Supplies- office	113.51	0.74	1,372.27	0.40
Supplies- Cleaning	158.11	1.03	1,934.28	0.56
Supplies- Animal Supplies	0.00	0.00	530.27	0.15
Taxes and licenses	0.00	0.00	878.00	0.25
Trash svc	0.00	0.00	1,138.43	0.33
Utilities	1,816.02	11.82	14,137.06	4.10
Veterinary	685.00	4.46	685.00	0.20
Depreciation	2,562.27	16.67	23,060.77	6.69
	<u>9,852.96</u>	<u>16.67</u>	<u>106,287.41</u>	<u>6.69</u>
Total operating expenses	<u>26,787.81</u>	<u>174.31</u>	<u>243,576.87</u>	<u>70.71</u>
Net income (loss) from operations	<u>(11,419.70)</u>	<u>16.67</u>	<u>100,876.87</u>	<u>6.69</u>
Other Income / (Expenses)				
Interest income	6.51	0.04	34.72	0.01
Other income	0.00	0.00	0.00	0.00
SBA non-taxable grant income	0.00	0.00	0.00	0.00
	<u>6.51</u>	<u>0.04</u>	<u>34.72</u>	<u>0.01</u>
Net Income / (Loss)	<u>\$ (11,413.19)</u>	<u>(74.27)</u>	<u>\$ 100,911.59</u>	<u>29.30</u>

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

Supplementary Information

Carthage Humane Society, Inc.
Statements of Income and Net Assets - Tax basis
For the one month and nine months ended September 30, 2022

	<u>2022 Month Actual</u>	<u>Monthly Budget</u>	<u>Monthly Variance</u>	<u>2022 Year to date</u>	<u>Year to date Budget</u>	<u>Year to date Variance</u>	<u>Actual as a % of Budget</u>
Revenue							
City of Carthage contract	\$ 0.00	\$ 3,000.00	\$ (3,000.00)	\$ 27,000.00	\$ 27,000.00	\$ 0.00	100.00 %
Jasper County contracts	0.00	666.67	(666.67)	6,000.00	5,999.99	0.01	100.00
Adoption fees	6,037.15	6,250.00	(212.85)	66,265.94	56,250.00	10,015.94	117.81
Return to owner fee	80.00	416.67	(336.67)	2,920.00	3,749.99	(829.99)	77.87
Surrender fees	265.00	833.34	(568.34)	13,782.00	7,499.98	6,282.02	183.76
Product sales	5.00	0.00	5.00	449.00	0.00	449.00	0.00
Cemetery plot	0.00	0.00	0.00	800.00	0.00	800.00	0.00
Donations	5,418.03	4,583.34	834.69	54,179.76	41,249.98	12,929.78	131.34
Noncash Donations	385.93	2,500.00	(2,114.07)	5,967.18	22,500.00	(16,532.82)	26.52
Fundraising	0.00	0.00	0.00	6,757.21	0.00	6,757.21	0.00
Grants	0.00	2,500.00	(2,500.00)	64,000.00	22,500.00	41,500.00	284.44
PetSmart Charities	0.00	625.00	(625.00)	4,500.00	5,625.00	(1,125.00)	80.00
Steadley Memorial Trust	3,000.00	3,000.00	0.00	31,169.62	27,000.00	4,169.62	115.44
Frances H Havens Trust	0.00	1,067.92	(1,067.92)	18,600.71	9,611.24	8,989.47	193.53
Jesse L Bridges Trust	0.00	602.09	(602.09)	7,579.80	5,418.73	2,161.07	139.88
Katheryn Hyde Trust	0.00	1,041.67	(1,041.67)	0.00	9,374.99	(9,374.99)	0.00
Trust fund receipts-other	0.00	416.67	(416.67)	10.62	3,749.99	(3,739.37)	0.28
McDowell Trust	0.00	458.34	(458.34)	0.00	4,124.98	(4,124.98)	0.00
Helen Boylan Foundation	0.00	0.00	0.00	2,763.03	0.00	2,763.03	0.00
Patricia McKay Trust	0.00	0.00	0.00	25,000.00	0.00	25,000.00	0.00
Miscellaneous income	177.00	0.00	177.00	6,708.87	0.00	6,708.87	0.00
Total revenue	<u>15,368.11</u>	<u>27,961.71</u>	<u>(12,593.60)</u>	<u>344,453.74</u>	<u>251,654.87</u>	<u>92,798.87</u>	<u>136.88</u>
Operating Expenses							
Salaries and wages	15,616.19	13,333.33	2,282.86	124,619.73	120,000.01	4,619.72	103.85
Insurance - workers compensation	0.00	304.75	(304.75)	1,594.00	2,742.75	(1,148.75)	58.12
Payroll taxes	<u>1,318.66</u>	<u>1,023.00</u>	<u>295.66</u>	<u>11,075.73</u>	<u>9,207.00</u>	<u>1,868.73</u>	<u>120.30</u>
Total payroll expenses	<u>16,934.85</u>	<u>14,661.08</u>	<u>2,273.77</u>	<u>137,289.46</u>	<u>131,949.76</u>	<u>5,339.70</u>	<u>104.05</u>
Advertising	0.00	41.66	(41.66)	220.00	375.02	(155.02)	58.66
Auto expense	0.00	50.00	(50.00)	0.00	450.00	(450.00)	0.00
Bank charges	0.00	120.83	(120.83)	499.99	1,087.51	(587.52)	45.98
Cat litter	81.14	27.25	53.89	607.09	245.25	361.84	247.54
Credit card fees	108.79	0.00	108.79	915.79	0.00	915.79	0.00
Dog and cat food	530.34	1,581.75	(1,051.41)	5,292.93	14,235.75	(8,942.82)	37.18

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

Carthage Humane Society, Inc.
Statements of Income and Net Assets - Tax basis
For the one month and nine months ended September 30, 2022

	2022	Monthly	Monthly	2022	Year to date	Year to date	Actual as a % of
	Month Actual	Budget	Variance	Year to date	Budget	Variance	Budget
Dues and subscriptions	0.00	12.50	(12.50)	60.00	112.50	(52.50)	53.33
Fundraising expense	0.00	125.00	(125.00)	400.00	1,125.00	(725.00)	35.56
Insurance	(1,465.00)	625.00	(2,090.00)	2,791.00	5,625.00	(2,834.00)	49.62
Legal and professional	350.00	1,000.00	(650.00)	3,766.25	9,000.00	(5,233.75)	41.85
Medication	3,199.14	0.00	3,199.14	23,974.22	0.00	23,974.22	0.00
Meals and entertainment	0.00	29.16	(29.16)	0.00	262.52	(262.52)	0.00
Medical- Veterinarian	1,197.74	3,000.00	(1,802.26)	18,399.40	27,000.00	(8,600.60)	68.15
Medical- clinic	0.00	2,166.66	(2,166.66)	0.00	19,500.02	(19,500.02)	0.00
Medical - Employees	0.00	0.00	0.00	1,219.25	0.00	1,219.25	0.00
Miscellaneous	(45.61)	0.00	(45.61)	(247.48)	0.00	(247.48)	0.00
Postage & Shipping	0.00	20.83	(20.83)	0.00	187.51	(187.51)	0.00
Printing & Stationary	210.70	62.50	148.20	333.42	562.50	(229.08)	59.27
Repairs and maintenance	350.81	666.66	(315.85)	4,319.47	6,000.02	(1,680.55)	71.99
Supplies- office	113.51	283.33	(169.82)	1,372.27	2,550.01	(1,177.74)	53.81
Supplies- Cleaning	158.11	1,000.00	(841.89)	1,934.28	9,000.00	(7,065.72)	21.49
Supplies- Animal Supplies	0.00	16.66	(16.66)	530.27	150.02	380.25	353.47
Taxes and licenses	0.00	88.75	(88.75)	878.00	798.75	79.25	109.92
Trash svc	0.00	131.25	(131.25)	1,138.43	1,181.25	(42.82)	96.38
Utilities	1,816.02	1,416.66	399.36	14,137.06	12,750.02	1,387.04	110.88
Veterinary	685.00	0.00	685.00	685.00	0.00	685.00	0.00
Depreciation	2,562.27	0.00	2,562.27	23,060.77	0.00	23,060.77	0.00
	<u>9,852.96</u>	<u>12,466.45</u>	<u>(2,613.49)</u>	<u>106,287.41</u>	<u>112,198.65</u>	<u>(5,911.24)</u>	<u>94.73</u>
Total operating expenses	<u>26,787.81</u>	<u>27,127.53</u>	<u>(339.72)</u>	<u>243,576.87</u>	<u>244,148.41</u>	<u>(571.54)</u>	<u>99.77</u>
Total expenses	<u>26,787.81</u>	<u>27,127.53</u>	<u>(339.72)</u>	<u>243,576.87</u>	<u>244,148.41</u>	<u>(571.54)</u>	<u>99.77</u>
Other Income / (Expenses)							
Interest income	6.51	0.00	(6.51)	34.72	0.00	(34.72)	0.00
	<u>6.51</u>	<u>0.00</u>	<u>6.51</u>	<u>34.72</u>	<u>0.00</u>	<u>34.72</u>	<u>0.00</u>
Change in net assets	<u>\$ (11,413.19)</u>	<u>\$ 834.18</u>	<u>\$ (12,247.37)</u>	<u>\$ 100,911.59</u>	<u>\$ 7,506.46</u>	<u>\$ 93,405.13</u>	<u>1344.33 %</u>

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



City Administrator's Report

10/07/2022-10/24/22

City Staff and Internal Projects

- Upstairs Office Construction Scheduled for December (Public Works, Streets)
- Updating of Comprehensive Plan moving forward; incorporated input from department heads (Planning and Zoning, Public Works, Engineering and Administration)
- 5 Year Personnel needs assessment is complete and will go to committees (HR, CIAC)
- MOU between CWEP, the City and the CEDC Board for Economic Director parameters has been reviewed by CEDC input and is ready to go to committee (Admin)
- Many aspects of Financial Tracking Software, OpenGov, is live and usable (Admin)
- Met with Vision Carthage about possibility of Community Development Grant

Community

- Attended funeral of Ron Ferguson, long time Police Department employee
- Met as GRO representative with Hispanic Connection about working together in the future
- Attended several Maple Leaf Events

Meetings

- CAMP Carthage Planning Meeting (P and Z, Grant)
- Several meetings related to the GRO group
- Jasper County Commission Meeting
- Insurance Audit and Claims
- CEDC Board Meeting
- P and Z
- Several Meetings with Mayor and various department heads
- Public Services Meeting
- Several Meetings about County Wide Public Radio System

Upcoming

- Peachtree CID taxes are being collected, Peachtree communication with the State to resolve issued, still ongoing project

- Partnership with the Carthage Chamber to present a “State of the City” presentation on November 4th.
- Updating the comprehensive plan, strategic planning, implement some form of priority based budgeting, and the implementation of our new financial software.

An Ordinance to amend Section 800 – Miscellaneous Policies of the Personnel Policy Manual of the City of Carthage by amending subsection 806 – Remote Work Policy.

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

SECTION I: Section **800 – Miscellaneous Policies** of the Personnel Policy Manual is hereby amended by amending subsection 806 – Remote Work Policy.

806. Remote Work Policy:

Objective

Telework, or remote work, is a management tool that may be used to increase productivity and morale of employees, boost efficiency in the use of space, reduce operational costs, lessen the environmental impact of vehicle travel, and accommodate special needs of employees. By having a telework policy, the City of Carthage strives to be an example of how telework can enhance organizational and operational efficiency while enhancing the quality of life in the Carthage region. The City encourages the use of telework in situations where it will be to the mutual benefit of employees and the City.

Telecommuting allows employees to work at home for all or part of their workweek. The City of Carthage considers telecommuting to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs but not for others. Employees approved for remote work may not have more than two (2) remote workdays per week. Vacation days, sick days, and/or holidays used during the week will count as remote workdays. For example, if an employee uses one vacation, sick, compensatory, or other paid leave day during a workweek, they would be eligible to use only one remote work day in that same workweek. If an employee uses two days of paid leave, they would not be eligible for any remote work in that workweek. If a holiday falls within that workweek, the paid holiday off would count towards the use of one remote workday for that workweek. If more than one holiday falls within the same workweek (Thanksgiving/Thanksgiving Friday or Christmas Eve/Christmas) then employees would not be eligible for remote work in that same workweek.

The City of Carthage retains the right to modify or revoke any or all of this policy at any time. Participation in the Remote Work Program is voluntary. A department head may not require an employee to participate and no employee has the “right” to participate in the Program.

Procedures

Department Heads are responsible for deciding who from their department will be eligible to work remotely, and who will be required to continue to report to work as normal. Typically, emergency operations of the city (police, fire, street-clearing crews) are not applicable to work remotely. Employees who are not part of emergency operations but whose work is essential to the daily operations of the city should be deemed a remote worker if applicable.

Telecommuting can be informal, such as working from home for a short-term project or a formal, set schedule of working away from the office as described below. Either an employee or a Department Head can suggest telecommuting as a possible work arrangement.

Scheduling possibilities include:

- Rotating days at home and in the office.
- Maintaining minimum staffing needed to remain efficient.
- Discussing and agreeing upon the number of telecommuting or remote days allowed each week, the work hours and schedule that the employee will maintain, and the manner and frequency of regular communication with the employee's supervisor(s), co-workers, vendors, etc.

Any telecommuting arrangement made will be on a trial basis for the first three months and may be discontinued at will and at any time at the request of either the telecommuter or the organization. Every effort will be made to provide 30 days' notice of such change to accommodate commuting, child care and other issues that may arise from the termination of a telecommuting arrangement. There may be instances, however, when no notice is possible.

Expectations

The top priority of the City is to meet the needs of the citizens. The City may require employees to change or eliminate scheduled remote work days, or make the remote work schedule ineligible for certain positions based on our citizens' needs. Professionalism in terms of job responsibilities, work product, and public contact will continue to follow the same high standards currently set for employees at onsite work locations.

Eligibility

Individuals requesting formal telecommuting arrangements must be employed with the City of Carthage for a minimum of 6 months of continuous, regular employment, must have a satisfactory performance record, and must have successfully completed their probationary period.

Before entering into any telecommuting agreement, the employee and Department Head, with the assistance of the human resource department, will evaluate the suitability of such an arrangement, reviewing the following areas:

- Employee suitability. The employee and Department Head will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.
- Job responsibilities. The employee and Department Head will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.
- Equipment needs, workspace design considerations and scheduling issues. The employee and Department Head will review the physical workspace needs and the appropriate location for the telework.

If the employee and Department Head agree, and the human resource department concurs, a draft telecommuting agreement will be prepared and signed by all parties, and a three-month trial period will commence.

Evaluation of telecommuter performance during the trial period will include regular interaction by phone and e-mail between the employee and the Department Head, and weekly face-to-face meetings to discuss work progress and problems. At the end of the trial period, the employee and manager will each complete an evaluation of the arrangement and make recommendations for

continuance or modifications. Evaluation of telecommuter performance beyond the trial period will be consistent with that received by employees working at the office in both content and frequency but will focus on work output and completion of objectives rather than on time-based performance.

An appropriate level of communication between the telecommuter and supervisor will be agreed to as part of the discussion process and will be more formal during the trial period. After conclusion of the trial period, the Department Head and telecommuter will communicate at a level consistent with employees working at the office or in a manner and frequency that is appropriate for the job and the individuals involved.

Equipment

On a case-by-case basis, the City of Carthage will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines and other office equipment) for each telecommuting arrangement. The human resource and information technology departments will serve as resources in this matter. Equipment supplied by the organization will be maintained by the organization. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. The City of Carthage accepts no responsibility for damage or repairs to employee-owned equipment. The City of Carthage reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the organization is to be used for business purposes only. The telecommuter must sign an inventory of all City property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all company property will be returned to the company, unless other arrangements have been made.

The City of Carthage will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. The City will also reimburse the employee for business-related expenses, such as phone calls and shipping costs, that are reasonably incurred in carrying out the employee's job.

The employee will establish an appropriate work environment within his or her home for work purposes. The City of Carthage will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space. The City will not provide worksite furniture for remote workers. Remote workers will provide their own internet access.

Remote workers shall promptly notify their supervisor when unable to perform work assignments due to equipment failure or other unforeseen circumstances.

Security

Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary company and customer information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

Remote workers shall surrender all equipment and/or data documents owned by the City immediately upon request. Confidential information must be returned to the City for proper disposal.

Safety

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. The City of Carthage will provide each telecommuter with a safety checklist that must be completed at least twice per year. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the City's workers' compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite.

Telecommuting is not designed to be a replacement for appropriate child care. Although an individual employee's schedule may be modified to accommodate child care needs, the focus of the arrangement must remain on job performance and meeting business demands. Prospective telecommuters are encouraged to discuss expectations of telecommuting with family members prior to entering a trial period.

Time Worked

Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using a timesheet. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the telecommuter's supervisor. Failure to comply with this requirement may result in the immediate termination of the telecommuting agreement.

Remote workers may choose to take reasonable breaks as needed, in accordance with state and federal regulations. Remote workers must remain accessible during designated work hours and able to respond to inquiries within a reasonable time. Participants must notify their manager if they will be inaccessible during the scheduled hours. Remote workers may not perform personal business or activities during the agreed-upon Work Schedule. Remote workers must attend all scheduled meetings requiring an in-person presence, including but not limited to City or Department meetings.

Ad Hoc Arrangements

Temporary telecommuting arrangements may be approved for circumstances such as inclement weather, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization and with the consent of the employee's health care provider, if appropriate.

All informal telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the organization.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

CB 22-42- Sponsored by: Insurance, Audit and Claims

An Ordinance to amend **Chapter 6 Buildings and Building Regulations** by adding Article X Public Art Policy.

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

SECTION I: Chapter 6 Article X Public Art Policy shall read as follows:

Article X Public Art Policy

Section 6-552 Purpose:

This Public Art Policy guides the development and implementation of public art in Carthage. The policy is intended to provide Council, the Department of Parks and Recreation, the Public Services Committee, the arts community, and general community with a mechanism through which the City of Carthage assesses, acquires, and manages works of public art for municipally owned public spaces through purchase, loan, commission, or donation.

Section 6-553: Vision and Objectives

1.1 Mandate

To organize and leverage City, community and business resources, knowledge, and experience to support creative place-making across Carthage through contemporary and innovative public art initiatives and programs.

1.2 Key Objectives

- Contribute to a vibrant, high-quality public realm in Carthage.
- Engage the community in creative place-making across the entire City: downtown, residential, rural, and natural areas.
- Celebrate and promote Carthage's identity, including building on the City's complete history, diversity, and geography, while imagining new futures.
- Invest in the development of artists from a wide range of disciplines through a variety of training and commissioning opportunities.

1.3 Guiding Principles

- Strive for artistic value and creativity of approach.
- Cultural equity.
- Collaboration with artists, communities, municipal departments, other levels of government and the private sector.
- Follow best practices.
- Be responsive to community needs.
- Be risk-taking, creative, and innovative.
- Be transparent, accessible, and inclusive.
- Cultivate the local arts sector, including a wide variety of art forms and

practices.

- Prioritize sites for public art/creative placemaking based on potential impact, both high profile and under-served areas.
- Encourage investment in the program from a wide variety of sources.

Section 6-554: Defining Public Art

2.1 Areas of Focus

The City of Carthage Public Art Program includes three main areas of focus:

1. Temporary Public Art, Street Art, and Public Art Platforms: Developing opportunities for diverse cultural expression in civic spaces, places and neighborhoods through the commission and exhibition of works of temporary public art from a variety of art forms including street art and establishing one or more public art platforms to exhibit a rotating display of art in a public venue. This work will not become part of the Civic Collection.
2. Community Arts, Public Engagement and Education: Engaging communities in developing Carthage's story and creative place-making across the City. Community members will be involved in the public art program through art-making, consultation, education, and promotions. This work will not become part of the Civic Collection.
3. Public Art Development Program: Encouraging provision of public art in significant development projects through the community planning process. The Director of Parks and Recreation, working collaboratively with the Public Art Committee, will offer assistance to private developers and other public entities in acquisition of public art where needed.

2.2 Limitations of this Policy

This policy does not include the following:

- Special events
- Archaeological, archival and museum collections/exhibitions
- Commemorations that are not created by an artist and/or sited in public space
- Graffiti management
- Work on private land
- Public art in City of Carthage facilities and on City of Carthage property that are leased or licensed to another party. Public art in facilities that are excluded from this policy are the responsibility of the organization occupying the facility.
- This Policy does not address changing the current City budget or allotting additional funds for the purchase of Public Art. It outlines the process for selecting works of art to be purchased through City of Carthage procurement policies, or for accepting /rejecting works of art proposed for donation to the City by individuals or organizations.

2.3 Definitions

Public Art is a work in any media created by an artist that has been planned and executed with the specific intention of being sited or staged in public space, acquired following the conditions established in the Public Art Policy of the City of Carthage.

A **Work of Art** is a work in any media created by one or more Artists.

Civic Collection shall be defined as the artifacts, archives, and works of art belonging to the City of Carthage.

Public Art Collection shall be defined as the works of public art belonging to the City of Carthage.

Public Space is defined herein as any space on or within City property accessible to the general public, or any space that is accessible to the general public and approved by the City as a viable public art project site.

Creative Place making is a practice that intentionally leverages the power of the arts, culture, and creativity to serve a community's interest while driving a broader agenda for change, growth and transformation in a way that also builds character and quality of place.

Acquisition is the acquiring of public art through commission, purchase, donation, gift, or bequest.

De-accession is the formal process to permanently remove an object from the Public Art Collection. Possibilities include selling, returning or destroying etc.

Types of Public art

Art that is **Site-specific**, whether long-term or temporary, functional, or aesthetic, stand-alone or integrated and in any media, is an original work that is created in response to the immediate context.

Integrated Public Art forms a physical part of a building, structure, or landscape. If the site were to be redeveloped, the art would be as well.

Stand-alone Public Art is not a physical part of a building, structure, or landscape.

Temporary Public Art is an original work by an artist(s) that is created for a specific occasion, time frame or event and which is situated at a particular site on a temporary basis. The art may cover a range of forms including, but not limited to, the visual arts, digital, sound art, and performance-based work.

A **Public Art Platform** is a place in public space reserved for the regular and temporary exhibit of new works of art. The art platform can take many forms including a physical

podium, a sanctioned street art wall or a digital screen. The art platform could be dedicated exclusively to public art or shared with other content. To ensure success for an art platform, there should be a regular funding stream or an endowment in place for new works of art before it is established.

Community Art is an artistic activity led by an artist based in a community setting involving community members, who contribute a variety of talents, to design and

create a public art piece. The content of the artwork usually reflects local issues that have been identified by people within the community. Community Art helps people articulate their goals to build a strong place for the community.

Street Art is an urban style of Temporary Public Art on walls, sidewalks and roadways that is sanctioned and permitted.

Non-sanctioned Public Art is work that is initiated outside the Public Art Program scope and did not follow the City of Carthage's Public Art Policy. Therefore, works are not sanctioned and will not be included in the Public Art Collection.

Section 6-554: Administration, Funding and Site Selection

3.1 Administration

The Carthage Parks & Recreation Department has the primary responsibility for the management of the Public Art Program within a larger portfolio of the Department's work. The Department will create a Public Art Committee with whom it will work to administer the Public Arts Policy. The responsibilities related to the Public Art Program include:

Program Coordination:

- Managing art acquisition processes, including coordinating with the Public Art Committee, and technical reviews.
- Managing artist contracts and payments.
- Coordinating between the artist, City departments, and community agencies.
- Collaborating with City staff to coordinate public art projects and programs.
- Collaborating with the arts sector, community members and program partners (e.g. local organizations, private sector and other levels of government).
- Providing community outreach and education.

Management of Public Art Collection:

- Managing the Public Art Collection as one collection node within the larger Civic Collection, including acquisitions, maintenance, conservation, research, interpretation, and de-accessions.
- Maintaining an up-to-date inventory as well as processing and documenting new items and items being removed from the collection.

Council

The Mayor, Council and Public Service Committee are arms-length of any acquisition processes, but their role is to perform the following functions or empower staff to do so on Council's behalf:

- Review and approve the City of Carthage's Public Art Policy.
- Approve Municipal capital project allocations regarding public art.

- Approve negotiated agreements with private developers that may contain sections related to the provision of public art, where applicable.

3.2 Funding

Encourage the development of partnerships, grants and sponsorships from local organizations and businesses to further support the development of public art in public spaces. The City will encourage public art initiatives from the community through the development of partnerships with local organizations and businesses, advice from the Director of Parks and Recreation, assistance where appropriate, and where projects meet the Public Art Program goals and priorities.

3.3 Site Selection Values

Public Art sites for City projects and private developer contributions will be selected based on the following Site Selection Values:

1. Sites for public art will be accessible; visible; compatible with the site's current and potential uses; and compatible with surrounding sites and adjacent public art. Sites must be able to accommodate work, be safe and meet all required standards.
2. Public art will be located in a diversity of sites across Carthage and will not be concentrated in any one site or area.
3. Support economic development and revitalization efforts.
4. Placemaking and opportunities for art to create community.

3.4 Project Selection Process

Sites that best fit the Site Selection Criteria in **Section 3.3** above will be prioritized annually to fit within the funding available for the City's Public Art Program.

1. **Evaluation:** The Public Art Committee will evaluate proposed public art donation or purchase.
2. **Approval:** The Public Service Committee will vote on whether to approve the proposed public art installation and forward to the City Council.
3. **City Council Review:** The City Council will review the decision of the Public Service Committee and confirm by resolution.
4. **Purchase/Acceptance of Donation and Installation.**

Section 6-555: Acquisitions and Donations

4.1 Conflict of Interest

Carthage Council and staff shall declare a conflict of interest, pecuniary or any other interest, and remove themselves in all cases from a juried selection process, or any decision regarding the acquisition of public art in which he or she is involved either directly or indirectly.

4.2 Acquisitions

Public art acquisitions must be conducted in accordance with the criteria and processes outlined in this policy. Works may be acquired through any of five methods: commission; purchase; donation; loan; and lease. Elected officials and the Park and Recreation Department agree to adhere to the acquisition processes in this policy and not acquire works outside of this process.

The City will use a wide range of commissioning methods and can seek opportunities to engage the community through these processes and other programs, for example; educational events, workshops, lectures, and mentorships.

4.3 Installation and Acceptance

The responsibility for the installation of public art acquired will be identified, in advance, through the agreement of purchase, commission, donation or rental contract. All acquired public art will be condition-reported upon receipt by the Director of Parks and Recreation, or his designee, who is managing the public art acquisition, and any problems found will be referred to the artist(s)/installer/lender for resolution as appropriate.

4.4 Public Art Committee

Public art acquisitions shall be reviewed by The Public Art Committee. The selected winning scheme shall be recommended to the Director of Parks and Recreation. The Public Art Committee must be established for each acquisition or donation over \$5,000 in value, but they may also be established for works of a lesser amount. The Director of Parks and Recreation and The Public Art Committee will be responsible for selecting an artist for a commission or an artwork for purchase following the Acquisition Criteria below.

Public Art Committee members include recognized arts and design professionals such as practicing artists, curators, art critics, art educators, architects, and landscape architects. Local representation with interests in the site could include a neighborhood or community representative from a local association, a business representative, or a resident.

The Public Art Committee typically consists of three or five members, with the majority being qualified art and design experts. While the ultimate objective of the panel is to reach a unanimous decision, members may be divided in their evaluations and as such, a panel will consist of uneven numbers to enable a majority vote. Depending on the scope of the competition, invited members may be local or regional art professionals.

The Public Art Committee shall recommend an artist to the Director of Parks and Recreation. All recommendations will remain confidential until the Park and Recreation Department announces the results. Relevant City staff and other experts may attend the adjudication session as applicable to the project and/or provide their input, but they will be non-voting advisors.

4.1 Acquisition

Criteria

Artist Evaluation

Criteria

The Park and Recreation Department, working collaboratively with The Public Art Committee will consider the following criteria when selecting an artist:

- The mandate, and objectives of the Public Art Program overall, and the specific aims in the project/program brief.
- Artistic excellence of previous work.
- Ability to achieve highest quality of contemporary artistic excellence and innovation.
- Professional qualifications and relevant working experience as related to public art, project management and working with a design team, project team and/or community group, as appropriate.
- Potential to comprehend, access and interpret relevant technical requirements.
- Interest in and understanding of the public art opportunity and the context.

4.6 Artwork Acquisition Criteria

When evaluating specific art proposals, the Director of Parks & Recreation, with input from the Public Art Committee and relevant City staff, will use the Artist Evaluation Criteria as well as the following criteria:

- Artistic value and creativity of approach.
- Compliance with the objectives and requirements.
- Appropriateness to the site and community context.
- Maintenance and conservation requirements.
- Budget, timeline and technical feasibility and probability of success.

4.6 Donations

The City of Carthage recognizes that individuals or organizations may wish to make donations of public art.

All donations are to be referred to the Director of Parks and Recreation for evaluation. Donations having a value of more than \$5000 or that are deemed to be politically sensitive must be assessed by the Public Service Committee. Proposals for donations of works in progress may be given conditional approval, for a period of no longer than two years, after which the proposed donation will be re-evaluated.

The following information must be provided by the potential donor when submitting a donation proposal:

- 1 Information about the artwork including photographs of the artwork (if existing) or illustrations (if proposed);
- 2 Maintenance and conservation plan, including the condition of the work and any repairs needed;

- 3 Site and installation requirements of the artwork;
- 4 Projected budget for installation and ongoing maintenance of the artwork; and
- 5 Legal proof of the donor's authority to donate the work.

Donation Criteria

The following criteria will be used by the Park and Recreation Department in collaboration with the Public Art Committee, as needed, to assess proposed donated artworks:

- 1 Artwork acquisition criteria.
- 2 Compatibility with the City's Civic Collection Policy, Public Art Collection, and the objectives of the Public Art Program.
- 3 Authenticity and provenance.
- 4 Absence of restrictive conditions imposed by the donor and any conflicts of interest.
- 5 The physical condition, durability, and maintenance requirements of the artwork.
- 6 Alignment with the City of Carthage Vision and Mission Statement.

Associated Donation Costs

Unless waived by the City, the donor is responsible for all costs including, but not limited to:

- 1 Appraisal or evaluation by a certified specialist.
- 2 Photographs for inventory and insurance purposes.
- 3 Transporting the donation.
- 4 10% of the value of the donation to cover future maintenance and conservation (more for artwork deemed to be subject to a high maintenance cost)
- 5 Any costs associated with the engineering, site planning and preparation and installation of the artwork.

Section 6-556: Collection Management, Maintenance and De- accessioning

5.1 Collection Management

Identification

After final acceptance of the public art by the City of Carthage, the City shall, at its expense, prepare and install at the public art site, or in the surrounding area, a plaque or other signage that identifies the artist, the title of the artwork and the year of completion. The City shall reasonably maintain such notice in good repair against the effects of time and the elements.

5.2 Alteration or Relocation

Due to the changing nature of urban and built environments, the location of an artwork may, in time, no longer be appropriate to the context, and the City may

determine that the artwork shall be relocated. Where this is the case, the City of Carthage will notify the artist of any proposed significant alteration to the public art site or any relocation of the artwork that would affect the intended character and appearance of the art. The City will endeavor to contact the artist to consult with them prior to any such alteration but will not be bound by the artist's advice. Where the artist does not agree to the change, the artist has the right to renounce authorship of the artwork.

5.3 De-accession Process

1. **Evaluation:** The Public Art Committee will evaluate the work of art based on the Removal/De-Accessing criteria.
2. **Public Notice:** Public notice will be made, and the public will have an opportunity to provide comment.
3. **Approval:** The Public Service Committee will vote to de-access a piece of public art and forward to the City Council.
4. **City Council Review:** The City Council will review the decision of the Public Service Committee and confirm by resolution.
5. **Removal/De-accession.**

5.4 Monitoring of the Public Art Policy and Program

Carthage Parks & Recreation, in consultation with the Public Art Committee will monitor the Public Art Policy and Program implementation to determine if:

- The assumptions underpinning the policy continue to be valid.
- Policy priorities remain constant.
- The policy is being carried out as intended.
- The policy is having the desired outcome.

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

PASSED AND APPROVED THIS ____ DAY OF _____, 2022.

Dan Rife, MAYOR

ATTEST:

Miranda Deal, CITY CLERK

Sponsored by: Public Services

COUNCIL BILL NO. 22-44

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to execute a Real Estate Contract for the sale of land in the Myers Park Subdivision between the City of Carthage, Missouri and Faik Bilalli and Lumniye Bilalli in Carthage, Missouri 64836.

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 of the City of Carthage is hereby authorized to execute on behalf of the City of Carthage, a Real Estate Agreement for the sale of land, including all associated documents and closing documents, in the Myers Park Subdivision between the City of Carthage, Missouri and Faik Bilalli and Lumniye Bilalli, a copy of which Real Estate Agreement is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

CONTRACT FOR SALE OF REAL ESTATE

The parties to this Contract are the CITY OF CARTHAGE, MISSOURI, a Municipal Corporation, hereinafter referred to as "Seller", and Faik Bilalli and Lumnije Bilalli, Husband and Wife of the City of _____, Missouri. ("Buyer ").

1. Sale. Buyer desires to purchase certain property located in the City of Carthage, Jasper County, Missouri comprising approximately 8.69 Acres generally described as Myers Park Subdivision Plat 4 Lot 2 Block 3 specifically described in Exhibit A, attached hereto and made a part hereof (the "Property").

The parties will rely on a survey as the true and accurate legal description and total acreage for the sale. The acreage may differ based on easements, road right of ways and general errors with the Beacon acre calculations.

2. Purchase Price. The purchase price of the property shall be THREE HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 (\$350,000.00), which Buyer shall pay in cash or by certified funds as follows:

3. Title and Deed.

- A. At closing, Seller shall deliver a Corporation Warranty Deed to Buyer, conveying marketable fee simple title free and clear of all liens and encumbrances, except for easements of record and any other easements, public or private, which are clearly apparent to the ordinary person on ordinary inspection of the premises, and which Deed shall provide that the conveyance is expressly subject to the Myers Park Regulations and Development Standards set forth in the Code of the City of Carthage.
- B. Seller shall provide to Buyer within twenty (20) days after the signing of

this contract by both parties, a title search and commitment to issue an owner's policy of title insurance in the amount of the purchase price, naming Buyer as the insured, written by a title insurance company licensed to insure titles in Missouri, which policy shall insure Buyer's title to be marketable in fact and free and clear of all liens and encumbrances except for easements of record and any other easements, public or private, which are clearly apparent to the ordinary person on ordinary inspection of the premises, subject to the Myers Park Regulations and Development Standards set forth in the Code of the City of Carthage, and policy shall be issued after the Seller's Corporation Warranty Deed shall be placed of record.

- C. After delivery of the title insurance commitment, Buyer shall have twenty (20) days in which to examine the said commitment and notify Seller in writing of any objection. If there are any objections to Seller's title to the property as disclosed by the commitment, Seller shall furnish to Buyer, within a reasonable time, a new or amended title insurance commitment satisfying any such objections, but if such commitment satisfying any such objections shall not be furnished within thirty (30) days after said notice, Buyer shall have the option of terminating this Contract.
- D. Seller warrants and represents, as of the time of closing, that:
 - (1). Seller shall have good and merchantable title to the Property;
 - (2). That Seller shall have paid all taxes on the property (except those not due or delinquent); and that

(3). To the best of Seller's knowledge the Property is not contaminated with, nor threatened with contamination from outside sources by any chemical, material or substance to which exposure is prohibited, limited or regulated by any federal, state, county, local or regional authority or which is known to pose a hazard to health and safety and that the property has never been used for a landfill, dump site, or storage of hazardous substances.

4. Closing. The closing for the sale of the said property shall be held on _____ or at such earlier date as the parties shall agree. The closing shall be held at such place and time as the parties shall agree.

5. Access to Real Property:

Buyer shall have the right to conduct, at its sole expense, inspections, tests, surveys and other studies including, but not limited to, a Phase I environmental audit, for the purpose of identifying the existence in, on or about the Property, of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, or underground tanks, and Seller hereby grants Buyer and Buyer's agents the right to enter upon the Property at all reasonable and mutually agreed times for the purpose of conducting such inspections, tests, surveys and studies.

6. Closing; Expenses and Adjustments. At the closing hereof, Buyer shall pay to Seller the balance of the purchase price in cash or certified funds. Real estate taxes for the current year, if any, shall be pro-rated as of the date of closing based upon taxes for the prior year. Seller agrees to pay the fee for the preparation of this Contract, for the title search or commitment and the closing fee. Buyer shall

pay for the owner's policy of title insurance and all recording fees.

7. Refund or Forfeiture of Earnest Money Deposit.

If Buyer terminates this Agreement because obligations of Seller are not fulfilled or representations or warranties of Seller prove to be incorrect, then the earnest money deposit shall be returned to Buyer and neither party shall have any further liability under this Contract.

8. Cooperation. The parties agree to cooperate with the other parties and to execute and deliver such instruments and to do all such other acts as the other parties may be reasonably requested to do from time to time by the other parties in order to consummate this Contract.

9. Possession of the Property. Possession of the property shall be delivered to Buyer on the date of closing.

10. Infrastructure Improvements. The parties agree that Seller shall not be required to pay or to contribute to the cost of road or other infrastructure.

11. Option To Buy Back. Seller shall have the option to buy back the property for the price paid by Purchaser under the following conditions:

- A. Purchaser has not "Commenced Construction" as defined in the site plan provided to public works. Purchaser shall be deemed to have Commenced Construction on the property only if the foundation and slab for the building has been completed within twenty-four (24) months from the effective date of this agreement;
- B. Seller has given Purchaser written notice of Seller's intent to exercise Seller's option to buy back; and

- C. Purchaser has not Commenced Construction within 90 days of the notice from Seller under the immediately preceding paragraph hereof and completed construction of the building within twelve (12) months after Commencement of Construction, with receipt of Certificate of Occupancy.
 - D. The purchase price will be the entirety that Seller will have to pay for the Buy Back and Buyer will not be entitled to any recoupment of any money paid by them above the selling price.
12. Assignment. Buyer's rights and obligations under this Contract may not be assigned without the prior written consent of Seller.
13. Miscellaneous. Notices, consents and approvals 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, to Seller at 326 Grant Street, Carthage, Missouri 64836, to the attention of Nathaniel Dally, City Attorney, and to Buyer at _____, _____, Missouri _____.

IN WITNESS WHEREOF, the parties have executed this Contract in one or more

duplicate originals on the dates set forth adjacent to their respective signatures.

SELLER:

CITY OF CARTHAGE, MISSOURI

Date

By:

Dan Rife, Mayor

(Seal)

ATTEST:

Miranda Deal, City Clerk

BUYER:

Date

Faik Bilalli

Lumnije Bilalli

COUNCIL BILL NO. 22-45

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CITY OF CARTHAGE, MISSOURI, PURCHASING MANUAL THAT GENERALLY INCREASES THE LIMITS OF THE POLICY AND CORRECTS OTHER MINOR ERRORS WITHIN THE POLICY. SUCH AMENDMENT OF THE PURCHASING MANUAL IS AS RECOMMENDED BY THE INSURANCE AUDIT AND CLAIMS COMMITTEE.

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

SECTION I: The City of Carthage, Missouri Purchasing Manual is hereby amended as stated, a copy of which policy 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.

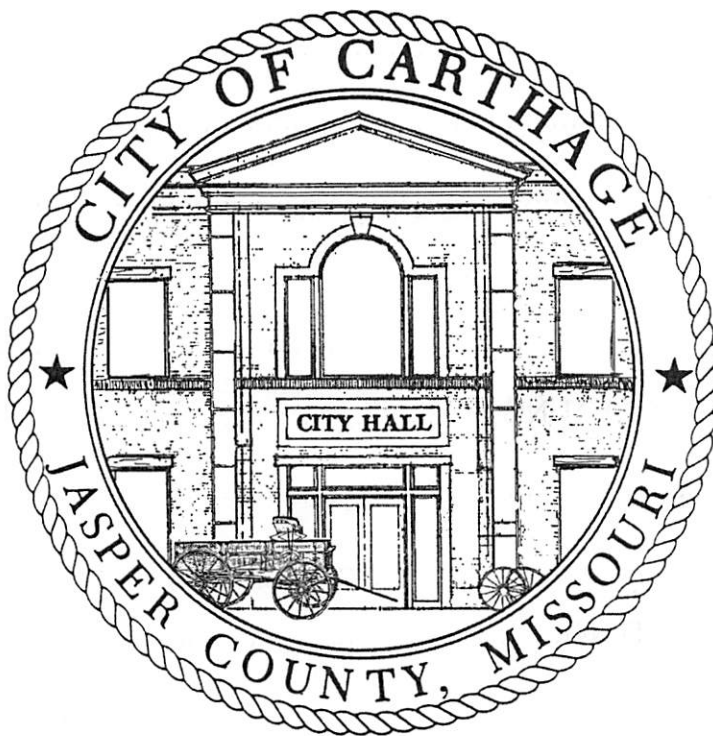
PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Committee on insurance audit and claims



City of Carthage

Purchasing Manual

Council Bill 05-30

May, 2005

(amended October 25, 2016)

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PURCHASING POLICY

PART A - PURPOSE, APPLICATION

1-1. Purpose

The purpose of the Purchasing Manual is to provide the regulations, policies, and procedures covering the acquisition of goods and services by the City of Carthage. The manual designates purchasing responsibility within the Municipality and is designed as a systemic procedure for purchasing which assures an equal opportunity for all qualified, respectable companies, businesses, and individuals to be considered as potential suppliers for Carthage.

1-2. Application.

The purchasing manual covers all purchases made by the City, with the following exceptions:

1. Purchases made by the Carthage Water & Electric and the Library Board.
2. Labor or services rendered by any municipal officer or employee.
3. Labor, materials, supplies or services furnished by one municipal department to another municipal department.
4. Labor, materials, supplies or services furnished by the Carthage Water & Electric Plant or the Carthage Library.
5. The purchase or lease of real estate.
6. Contracts with other governmental entities, authorities, agencies or political subdivisions.
7. Contracts for professional services including but not limited to engineering, artistic, legal, computer programming and financial services. These services may be obtained through negotiation. However, sealed proposals are preferred. All such contracts over \$1,000 must be approved by the City Council.
8. Purchases made pursuant to cooperative intergovernmental purchasing programs.

1-3. Amendment

The Purchasing Manual may be amended and expanded as necessary by the Purchasing Officer with the approval of the City Council.

PART B - DEFINITIONS

Architect-Engineer and Land Surveying Services. Those professional services within the scope of the practice of architecture, professional engineering, or land surveying, as defined by the laws of the State.

Blind Trust. An independent managed trust in which the employee-beneficiary has no management rights and in which the employee-beneficiary is not given notice of alterations in, or other dispositions of, the property subject to the trust.

Brand name or equal specifications. A specification limited to one or more items by manufacture's names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet City requirements, and which provides for the submission of equivalent products.

Brand Name Specification. A specification to one or more items by manufacturers' names or catalogue numbers.

Business. A corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

Capital Items. Are generally defined as fixed assets, which are tangible items, not consumed in normal departmental operations, with a life expectancy of two (2) years or longer, with an initial total acquisition cost of \$5,000.00 or more. Items that increase the capacity or extend the useful life of a fixed asset and have a cost of \$5,000.00, shall also be considered as a capital item. Fixed assets are further defined as:

1. Land - all parcels acquired by the City for building sites, park land, and right-of-way regardless of cost or method of acquisition.
2. Buildings - costs of constructing or procuring building structures. Cost shall include all construction and professional fees.
3. Improvements Other than Buildings - expenditures for procuring improvements not associated with building. Included are permanents such as paving, fencing, landscaping, retaining walls, and such capital improvements as streets, curbs and drains, and water and sewer lines.
4. Machinery and Equipment - expenditures for machinery and equipment used for public works, parks, streets, public safety, etc., which includes heavy equipment such as off-road vehicles, machinery, and trailers. Incorporations other equipment which aid a department in accomplishing its mission.
5. Vehicles - includes cars, trucks, and motorcycles, capable of driving on the road. Also includes boats.
6. Fixtures - attachments which are intrinsic to buildings are not intended to be removed and which cannot be removed without damage to the buildings. For example, a building's central air conditioning system is a fixture. However, a portable air-conditioning unit is equipment.
7. Office Equipment, Furniture, Fixtures - office furniture, building fixtures, communications equipment, computers etc., and other miscellaneous items.

Change Order. A written order directing the contractor to make changes which the "Changes" clause of the contract authorizes the City to order without the consent of the contractor.

Contract Modification (bilateral change). Any information which is available in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

Confidential Information. Any information which is available to an employee only because of the employee's status as an employee of the City and is not a matter of public knowledge or available to the public on request.

Construction. The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, building or real property.

Contract. All types of City agreements, regardless of what they may be called, for the

procurement of supplies, services or construction.

Cost Analysis. The evaluation of cost data for the purpose of arriving at cost actually incurred of estimated costs to be incurred, prices to be paid, and costs to be reimbursed.

Cost Data. Factual information concerning the cost of labor, material, overhead, and other cost elements which are costs to be incurred or which have been actually incurred by the contractor in performing the contract.

Cost Reimbursement Contract. A contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of this Ordinance, and a fee or profit, if any.

Direct or Indirect Participation. Involvement through decision, approval, disapproval, recommendation, preparation, of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

Disadvantaged Business. A small business which is owned or controlled by a majority of persons, not just limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social advantage.

Employee. An individual drawing a salary or wages from the City, whether elected or not, any non-compensated individual serving as an official.

Gratuity. A payment, loan, subscription, advance, deposit of money, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

Immediate Family. A spouse, children, parents, brothers and sisters.

Invitation for Bids. Any documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

Person. Any business, individual, union, committee, club, other organization, or group of individuals.

Price Analysis. The evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.

Pricing Data. Factual information concerning prices for items and substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current prices. The definition refers to data relevant to both prime and subcontract prices.

Procurement. The buying, purchasing, renting, leasing or otherwise acquiring of any supplies, services or construction. It also includes all functions that pertain to the obtaining of any supply, service or construction, including description of requirements, selection and solicitation of sources, preparation and award the contract, and all phases

of contract administration.

Public Agency. A public entity subject to or created by the City.

Qualified Products List. An approved list of supplies, services or construction items described by model or catalogue numbers, which prior to competitive solicitation, the City has determined will meet the applicable specification requirements.

Request for Proposals. All documents, whether attached or incorporated reference, utilized for soliciting proposals.

Responsible Bidder or Offeror. A person who has the capability in all respects to perform fully the contract requirements and the tenacity, perseverance, experience integrity, reliability, capacity facilities, equipment and credit which will assure good faith performance.

Responsive Bidder. A person who has submitted a bid which conforms in all material respects to the requirements set forth in the invitation for bids.

Services. The furnishings of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

Small Business. A United States business which is independently owned and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field operations.

Specification. Any description of the physical or functional characteristics or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing or preparing a supply service or construction item for delivery.

Supplies. All property, including but not limited to equipment, materials, printing, insurance and leases of real property, excluding land or permanent interest land.

Using Agency. Any department, commission, board or public agency requiring supplies, services or construction procured pursuant to this Ordinance.

PART C- PURCHASING POLICY

2-1 General Policy.

It is the general policy of the City of Carthage to purchase goods and services from responsible suppliers in the manner which is the most cost-effective for the municipality. Cost-effectiveness includes not only the price of a purchase but also comparative quality, serviceability, delivery time and any factor which affects the use of the goods or service.

2-2 Domestic Preference.

Whenever possible, Carthage will endeavor to purchase products and goods

manufacture or produced by American business concerns. Additionally, the City may give preference to businesses located in Carthage, Missouri and businesses located in the State of Missouri.

2-3 Centralized Purchasing.

Until such time as the City has available a central storage facility, a centralized purchasing system is not feasible. However, the Purchasing Officer shall endeavor to find specific, recurrent, items of expenditure by all Departments and consolidate these purchases for the purpose of obtaining a lower price.

2-4. Cooperative Purchasing.

It is the policy of the City of Carthage to support and foster cooperative purchasing agreements between and among all Departments and Administrative Boards and Commissions. Whenever possible, the Purchasing Officer shall make arrangements for joint purchases with Carthage Water & Electric specifically. This will make possible a better bid price for large volume purchases. Example: Joint purchase of auto and truck tires.

PART D - IMPLEMENTATION

3-1. Assignment of Responsibility.

1. **Principle Public Purchasing Officer.** City Code stated that the City Administrator shall "Establish and maintain proper purchasing procedures so that they are in compliance at all times with state and federal regulations governing the purchase of equipment, goods and services." In order to implement the procedures and policies set out herein the City Administrator shall serve as the principal public purchasing officer.
2. **City Clerk.**
 - a. The City Clerk shall be responsible for the maintenance of all contracts related to the purchase of supplies, services and construction needed by the City.
 - b. The City Clerk shall provide inventory tags to the Departments and maintain a listing of all fixed assets of the City. Property, property improvements and land do not require tags
3. **Department Heads.** In accordance with this policy Department Heads shall:
 - a. Purchase or supervise the purchasing of all supplies, services and construction needed by this City.
 - b. Exercise direct supervision over inventories of supplies belonging to the City.
 - c. Sell, trade, or otherwise dispose of surplus belonging to the City.
 - d. Develop and maintain detailed specifications for items to be purchased.

PART E - SUPPLIERS

4-1. Listing.

Whenever possible, lists of qualified suppliers for specific goods and services shall be kept by the Department Heads.

4-2. Qualified Suppliers.

1. Any firm which has successfully provided equipment, supplies, or services within the past three (3) years shall be placed on the vendors list.
2. Any firm located in the City limits of Carthage, which has not been debarred, shall be placed on the vendors list if the Department Head is aware of the firm's existence and the services provided by the firm. For formal bids, an advertisement in a local newspaper shall serve as adequate notice to local vendors who are unknown by the Department Head.
3. Any firm located outside the City limits of Carthage, which has been debarred, may be placed on the vendor's list if the vendor makes a formal request in writing to be placed on the vendor list, the Department Head feels that the services offered may at some point be needed by the Department, the vendor continues to maintain contact with the City after a period of one (1) year and vendor successfully supplies service/supplies to the Department within three (3) years.

4-3. Removal from Vendors List.

The City may remove supplier from the vendor list for the following reasons:

1. Debarment.
2. Failure to submit a quotation or bid on three successive occasions.

4-4. Debarment or Suspension of Suppliers.

After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the principal purchasing officer, after consulting with the City Attorney, is authorized to debar a person for cause from consideration for award of contracts. After consultation with the City Attorney, the principal purchasing officer is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The causes for debarment include:

1. Documentation of unsatisfactory performance by the supplier or by the goods or service provided by the supplier.
2. False or misleading statements about a product or service.
3. Collusion with another supplier in an attempt to regulate the price, quality, or availability of goods or services to the detriment of the City.
4. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or sub-contract, or in the performance of such contract or sub-contract.
5. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of responsibility as a contractor.
6. Conviction under state and federal antitrust statutes arising out of the submission of bids or proposals;
7. Violation of contract provisions, as set forth below, of a character which is regarded by the primary purchasing officer to be so serious as to justify debarment action;
 - a. deliberate failure without good cause to perform in accordance with the specification or within the time limit provided in the contract; or
 - b. a recent record of failure to perform or of unsatisfactory performance in

- accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
8. Any other cause the primary purchasing officer determines to be so serious and compelling as to affect responsibility as a contractor, including debarment by another governmental entity for any cause listed in this policy; and
 9. For violation of the ethical standards set forth in this policy.

Upon debarment, a supplier shall be removed from the suppliers list until re-qualified by the Purchasing Officer. Such re-qualifications shall consist of reasonable proof that cause for debarment shall not reoccur. Any supplier (disqualified) debarred shall be notified in writing by the Purchasing Officer of the reasons for the action. A supplier aggrieved by a debarment or suspension may submit a written appeal to the Mayor.

PART F - ETHICS IN PUBLIC CONTRACTING

5-1. Criminal Penalties.

To the extent that violations of the ethical standards of conduct set forth in this policy constitute violations of the State Criminal Code they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this Part. Criminal, civil and administrative sanctions against employees or non-employees which are in existence on the effective date of this Ordinance shall not be impaired.

5-2. Employee Conflict of Interest.

It shall be unethical for any City employee to participate directly or indirectly in a procurement contract when the City employee knows that:

1. The City employee or any member of the City's immediate family has a financial interest pertaining to the procurement contract; or
2. Any other person, business, organization with whom the City employee or any member of a City employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

Provided, however, that nothing contained herein shall be construed to apply to any contract, sales or lease not initiated, proposed, instituted, introduced by the employee who may be involved or interested in such undertaking, or interested in such undertaking, or any contract entered into through the public bidding process. In order to accomplish the goals and objectives of the City in the most efficient and economical manner possible, the City may procure supplies and services from City employees in the amount up to \$1,000.00 per fiscal year without being in violation of this section.

Any City employees doing business with the City shall be duly licensed with the City and possess a valid identification number.

A City employee or any number of a City employees' immediate family who holds a financial interest in a disclosed blind trust not be deemed to have a conflict of interest with regard to matters pertaining to the financial interest.

5-3. Gratuities and Kickbacks.

1. Gratuities.

It shall be unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claims or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

2. Kickbacks.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

3. Contract Clause.

The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation therefor.

5-4. Prohibition Against Contingent Fees.

It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

5-5. Contemporaneous Employment Prohibited.

It shall be unethical for any City employee who is participating directly or indirectly in the Procurement process to become or to be, while such a City employee, the employee of any person contracting with the governmental body of securing business.

5-6. Waivers from Contemporaneous Employment Prohibition and Other Conflicts of Interest.

The City Council may grant a waiver from the employee conflict of interest provision or the contemporaneous employment provision upon making a written determination that:

1. The contemporaneous employment or financial interest of the City employee has been publicly disclosed;
2. The City employee will be able to perform its procurement functions without actual or apparent bias or favoritism; and
3. The award will be in the best interest of the City.

5-7. Use of Confidential Information.

It shall be unethical for any employees or former employees knowingly to use

confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

5-8. Sanctions.

1. Employees.
The City Council may impose any one or more of the following sanctions on a City employee for violations of the ethical standards in this Article:
 - a. oral or written warnings or reprimands;
 - b. suspension with or without pay for specified periods of time; or,
 - c. termination of employment; or
2. Non-employees:
 - a. Written warnings or reprimands;
 - b. termination of contracts; or
 - c. debarment or suspension.

5-9. Recovery of Value Transferred or Received in Breach of Ethical Standards.

1. General Provisions. The value of anything transferred or received in breach of the ethical standards of this Ordinance by a City employee or a non-employee may be recovered from both City employees and non-employees.
2. Recovery of Kickbacks by the City. Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

PART G – SPECIFICATIONS

6-1. Responsibility.

Specifications shall be prepared by the appropriate Department Heads for all purchases requiring competitive bidding or negotiations. Specifications will be approved by the Purchasing Officer as to format before provided to suppliers.

6-2. Requirements.

- A specification is a description of the product or material upon which bids or quotations are solicited. An acceptable specification should meet the following general criteria.
1. Specifications should be specific and complete, without vague provisions through which a bidder could evade a requirement, thereby taking unfair advantage of the other bidders, or failing to provide the goods or services desired.
 2. Specifications must accurately describe the goods or services required and requirements for performance.
 3. Specifications should not over-specify, either by requiring materials of a better quality than is needed, or including elements not germane to the goods or service.
 4. Specifications should not be so specific or so strict so as to effectively eliminate acceptable products from competition.

5. Specification should be worded as simply as is consistent with clarity.
6. Specifications should stipulate any special methods of packing, marking, billing or shipping which are required.

PART H - SMALL PURCHASES

7-1. General Policy.

1. Conditions for Use.

Generally, for items approved in the City's Annual Budget, Department Heads have authority to authorize purchases costing up to \$5,000 following the provisions specified herein. Purchases costing in excess of \$5,000.00, but less than \$10,000, shall be pre-approved by the City Administrator. The City Administrator will determine if the item is budgeted and has been properly bid. Purchases costing over \$10,000 shall require approval of the Department's Council Committee and the City Council, after evaluation by the City Administrator and Department Head.

7-2. Purchases shall not be artificially divided so as to constitute a small purchase.

7-3. Purchases Costing Less Than \$2,500.

For any budgeted purchase costing less than \$2,500 may be made by a Department Head or an employee given specific or general purchasing authority by a Department Head. Whenever possible, purchases costing less than \$10.00 should be made from petty cash funds, whether by reimbursement of personal funds expended, or through an advance prior to the Purchase. If Carthage maintains a credit account with the vendor, a charge purchase may be made. A receipt indicating the vendor, item purchased, cost date, and account to which the purchase is charged, should be submitted to the specific Department Administrative office as soon as recommended.

7-4 Purchases Costing More Than \$2,500 But Less Than \$5,000.

For any budgeted purchase costing more than \$2,500 but less than \$5,000 may be made by a Department Head or an employee given specific or general purchasing authority by a Department Head. Three written quotations must be obtained for items costing between \$2,500 and \$5,000. The written quotations shall be submitted along with the purchase requisition for processing.

7-5. Purchases Costing More than \$5,000 But Less Than \$7,500.

For any budgeted purchase costing more than \$5,000 but less than \$7,500 may be made by a Department Head or an employee given specific or general purchasing authority by a Department Head, with the approval of the City Administrator. Three written quotations must be obtained. The written quotations shall be submitted along with the purchase requisition for processing.

7-6. Purchases Costing More Than \$7,500 but less than \$10,000.

For any budgeted purchase costing less than \$7,500 and more than \$10,000 may be made by the Department Head with the approval of the City Administrator. Competitive Sealed Bids are required. The policy concerning the use of Competitive Sealed Bids

shall be followed before approval will be given by the City Administrator.

7-7. Purchases Costing More Than \$10,000.

Purchases costing more than \$10,000 may be made by the Department Head with the approval of the City Administrator, the Department's Committee (i.e. "Police Committee, Street Committee, etc."), and the City Council. Competitive Sealed Bids are required. The policy concerning the use of Competitive Sealed Bids shall be followed before approval will be given for the purchase.

7-8. Items Not Budgeted.

1. All items which are funded in the City's annual budget must be approved by the City Council through the budget process. Certain line items in the budget cover categories of small purchased such as "Office Supplies, Street Materials, Radio Repair & etc.". It is not the intention of this provision to restrict such purchases. Purchases which will cause a specific expense account to exceed the fiscal year's budgeted amounts shall require approval by the Department's Committee (i.e. "Police Committee, Street Committee, etc."), and the City Council.
2. Leasing and other methods of spreading out payments over time should not be used to circumvent the intent of the budgetary process. Leased items should be budgeted or approved by the City Council.

7-9. Department Head Accountability.

Individual Department Heads will be responsible for the development of prudent and cost conscious attitudes and practices within their own Departments. Department Heads are encouraged to "shop around". Two or three quick phone calls by an employee can often provide a significant savings even on small items purchased. At various times, the Purchasing Officer or a Council members on the Audit & Claims Committee may check prices paid on specific items purchased. Department Heads are responsible for any purchases made by their respective Departments.

7-10. Quotations.

Whenever possible, quotations for a purchase should be received from a representative number of vendors. Quotations for purchases totaling less than \$2,500 are not required, but are strongly encouraged. At least three quotations shall be required for all purchases in excess of \$2,500, unless the item is sufficiently unique that three vendors cannot be contacted. Records of quotations received orally or in writing (if required) should be maintained by the Department. Copies of quotations received for items over \$5,000 must be provided to the Purchasing Officer for evaluation.

7-11. Routine Purchases.

Whenever possible, bids should be taken for extended agreements for routine purchases. Such routine purchases include but are not limited to: building maintenance services, computer paper, office supplies, street materials and etc.

7-12. Cooperative Purchasing Plans.

Nothing in this policy shall be construed to limit or prohibit the City from joining with other units of government in cooperative purchasing plans. All contracts awarded by the state for the purchases of supplies, materials or contracted services may be used in lieu of the procedures set out in this policy when the best interest of the City would be served thereby.

PART I - COMPETITIVE SEALED BIDDING

8-1. Requirements.

All purchases of goods and services by the City of Carthage with a cost in excess of \$7,500 shall be made through the competitive sealed bidding process except:

1. Labor or services rendered by any Municipal officer or employee.
2. Labor, material, supplies, or services furnished by one City department to another City department.
3. Contracts for labor, material, supplies or services available from only one vendor.
4. Contracts relating to the acquisition or use of real property.
5. Contracts for professional or unique services such as legal advice, engineering services, computer programming & etc.
6. Contracts for Fuel Purchases (separate procedure exists).
7. Contracts for emergency repairs or replacements.
8. Contracts with other governmental entities, authorities, agencies or political subdivisions.

8-2. Authority and Responsibility.

Appropriation for a purchase in the annual budget shall be authorization for the Department Head and Purchasing Officer to enter competitive bidding for such purchase.

8-3. Invitation to Bid.

When it is determined that a purchase is to be made through competitive bidding, an invitation to bid shall be sent by mail to all vendors appearing on the bidders list for the item to be purchased. The invitation shall include:

8-4. Legal Advertisement.

An invitation to bid shall be placed in a legal advertisement in one issue of a newspaper of general circulation in the municipality. The legal advertisement shall be placed no later than seven (7) working days prior to the scheduled bid opening.

8-5. Bid Procedure.

All bids shall be addressed to the City Clerk who shall be responsible for their safety and security. Bids shall be firmly sealed in an envelope and labeled indicating the specific purchase for which the bid is submitted and scheduled date of the bid opening. Bids not delivered by mail should be personally delivered to the City Clerk. The City is not responsible for bids delivered to, or accepted by any other employee.

8-6. Bid Opening.

1. All bids shall be opened in public by a Committee of at least three (3) members of the staff, Mayor, or Council Members.
2. All bid openings shall be held at the scheduled date.
3. Any bids received after a bid opening has commenced shall list the date and time of receipt. Such bids shall not be considered unless the City Council shall vote to allow an exception to this policy.
4. If a bid is opened in error to the scheduled date of the bid opening, the person opening the bid shall reseal the bid and mark the bid envelope with the words "opened in error", together with the person's signature and the date and time the bid was erroneously opened.

8-7. Bid Analysis.

For items over \$5,000 and less than \$10,000, the Department Head shall tabulate and analyze the bid results. The Department Head will provide copies of the bids to the City Administrator and will make a recommendation of the lowest and best bid from a responsible bidder. Upon approval of the City Administrator, the Department Head may proceed with the purchase. For items over \$10,000, the Department Head shall tabulate and analyze the bid results. The Department Head shall provide copies of the bids to the City Administrator and the appropriate Council committee and will make a recommendation of the lowest and best bid from a responsible bidder. Upon approval of the City Administrator and the Council committee, the Council committee will make a recommendation to the City Council.

8-8. Bid Award - Items over \$10,000.

Upon recommendation by the appropriate committee, the Council shall award a purchase to the lowest and best responsible bidder. All such bid awards shall be made in a public meeting by a majority vote of Council members present.

8-9. Rejection of Bids.

The municipality reserves the right to reject any or all bids.

8-10. Records Maintenance.

Upon award by the City Council, all bids received and opened shall be a matter of public records and shall be maintained on file in accordance with the City's record's retention policy by the City Clerk. The Clerk shall make all bids available for public inspection upon request to citizens and taxpayers of the City and vendors who made a bid in response to the invitation to bid in question.

8-11. Waiver of Bidding Informalities.

The City Council shall, at all times, reserve the right to waive any and all bidding formalities or other requirements of the invitation to bid and/or the specifications.

8-12. Correction or Withdrawal of Bids; Cancellation of Awards.

Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clean and convincing evidence that a mistake was made, the nature of the mistake, and the bid price actually intended. However, downward correction of a bid, which would displace the apparent low bidder, shall only be permitted if the error made and the intended bid price can be determined solely from the bid documents. Upward correction of a bid, established from the bid documents or other evidence, may be permitted.

8-13. Two-step Sealed Bidding.

When it is considered impractical to initially prepare a purchase description to support an award based on price, an Invitation for Bids may be issued requesting the submission of un-priced offers to be followed by an Invitation for Bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

8-14. Competitive Sealed Proposals.

"Competitive Sealed Proposals" or "Request for Proposals" may be used when the City is aware of a need for service, equipment, or materials but is not certain of all the options which are available for fulfilling the need (Example: The City may wish to landscape an area of the City and would like to review the various layouts and options which can be provided by the nurseries. Instead of specifying a certain number and type of trees or shrubs, the City may request the nurseries to submit proposed layouts.)

PART J - EMERGENCY PURCHASES

Policy

When a circumstance requires that a purchase be made in limited period of time so as to preclude the competitive bidding or negotiations process, the Mayor may waive the purchasing procedure and authorize an emergency purchase. Such emergency purchases shall be limited to situations where:

1. Delay in making the purchase presents a threat to the health or welfare of the citizens of Carthage or City employees.
2. The purchase is required due to unforeseen circumstances and delay would seriously hinder the effective delivery of Municipal services.
3. There are no feasible alternatives to the emergency purchase.

Procedure

Approval of the emergency purchase shall come from the Mayor. Every effort should be made to provide competitive conditions for the emergency purchase. Quotations should be obtained from as many suppliers as possible, although such quotations may be oral

in nature, as soon as possible after becoming aware of the necessity of an emergency purchase, the Mayor shall advise the Council of the situation necessitating the emergency purchase and the procedures used. The words "Approved for Emergency Purchase" shall be placed upon the written quotation and shall be signed by the Mayor. A note from the Mayor to the file will be sufficient for an oral quotation.

PART K - SALE OF MUNICIPAL EQUIPMENT AND SUPPLIES

Policy

The Purchasing Officer shall, with Council approval, be responsible for the disposition or sale of salvage, obsolete, or surplus materials, to prevent deterioration and value losses of no longer used materials, and to reduce storage costs.

Procedure

The Purchasing Officer shall regularly confer with Department Heads in order to prepare a list of surplus equipment and supplies. Disposition of such equipment and supplies may be by any of the following procedures:

1. Trade-in allowance on a new purchase.
2. Reallocation to another department.
3. Sale to another governmental jurisdiction.
4. Sale to a private party.

Sale of municipal supplies and equipment shall be accomplished in the following manner:

1. Items with a value of less than \$500 may be sold with the approval of the Mayor and appropriate Council Committee.
2. Items with a value greater than \$500 may be sold through competitive bidding with the approval of the Council.
3. The value of an item shall be its estimated economic value at the time of sale.

PART L - CITY ISSUED CREDIT CARDS

Policy

City issued credit cards will be made available to Department Heads of the City. Purchases made by credit card must adhere to City purchasing procedures. This includes providing receipts, and bidding procedures as specified herein. Credit cards are authorized for official expenditures for the City by Department Heads or their delegated representative for training, travel, and conference expenses, for purchase of mail order materials or supplies which require pre-payments; or vendors with which the City has no established credit.

Procedure

1. Applications for credit cards must be approved by the City Administrator. The card will be embossed with the Department Head's name along with the City of Carthage's name and carry an individual vendor number for the respective department. Credit limits shall

- not exceed \$2,500.
2. The Department Head will ensure controls for card security are in place including a log listing employee, in/out, and type of use. The log is subject to audit.
 3. The employee in possession of the card by log records is personally responsible for the card. Personal use of credit cards will be a basis for disciplinary action up to, and including, dismissal.
 4. The employee is responsible for submitting the customer copy of the original invoice to the employee responsible for processing the monthly statement within 24 hours of return. Proof of purchase or delivery will be attached in the absence of customer copies. The Department Head must review and approve monthly statements.
 5. No finance or penalty charges are allowed to occur. Arrangements should be made to provide for payments on a timely basis. Inability to provide for timely payment may result in the loss of the card.
 6. The card is subject to cancellation if used for personal use, abuse, or failure to comply with procedures.
 7. In no event should alcoholic beverages be charged with the City issued credit card. The City will not pay any charges associated with the purchase of alcoholic beverages.
 8. Use of the card for cash advances is strictly prohibited.
 9. Violation of these provisions will be a basis for disciplinary action up to, and including, dismissal.

SUMMARY TABLE

Purchase Amount	Approval Required	Quotations Required	Routing
\$200 to \$2,500	Department Head	None (oral quotes recommended)	Department
\$2,501 \$5,000	Department Head	Three written quotations	Department
\$5,001 to \$7,500	Department Head City Administrator	Three written quotations	Department to City Administrator
\$7,501 to \$10,000	Department Head City Administrator	Competitive Sealed Bids/Proposals	Department to City Administrator
over \$10,000	Department Head City Administrator Council Committee City Council	Competitive Sealed Bids/Proposals	Department to City Administrator to Council Committee to City Council

**BID SPECIFICATIONS
CITY OF CARTHAGE
MISSOURI**

This Document Contains the Following:

- PART I: Invitation to submit bids
- PART II: Instructions to bidders
- PART III: Contractual requirements
- PART IV: Technical specification
- PART V: Bid Page

**PART I
INVITATION TO SUBMIT BIDS**

The City of Carthage will accept sealed bids from qualified persons or firms interested in providing the following:

BIDS MUST BE RECEIVED BY AND WILL BE OPENED AT:

3:00 P.M. ON December xx, xxxx

PLEASE MARK YOUR ENVELOPE "SEALED BID - XXXXX" AND RETURN IT TO:

City Clerk's Office
326 Grant St.
Carthage, MO 64836

**PART II
INSTRUCTIONS TO VENDORS CONCERNING THE INVITATION FOR REQUEST FOR BIDS**

A-1 Award.

The City reserves the right to reject any or all bids and to waive any minor informality or irregularity in bids received. The City may accept any item or group of items of any proposal unless proposal is unqualified by specific limitation of the vendor. The contract shall be awarded to the responsible vendor's whole proposal, conforming to the Invitation for Proposal, will be most advantageous (lowest price and best value) to the City, price and other factors considered. The City of Carthage will select the plan which best suits its needs and is not

required to choose the lowest priced proposal.

A-2. PREPARATION OF BIDS.

- (a) Vendors are expected to examine the terms, specifications and all instructions.
- (b) Each vendor shall furnish the information required by the invitation and print or type his name. Erasures or other changes must be initialed by the person signing the offer.
- (c) Unit price of each unit quoted shall be shown and such price shall include packing and delivery unless otherwise specified. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
- (d) Vendors must state a definite time for delivery of services unless otherwise specified in the invitation.
- (e) Time, if stated as a number of days, will include Saturdays, Sundays and holidays.
- (f) If the item has a trade name, brand and/or catalog number, such must be stated in the proposal.
- (g) Prices quoted are to be firm and final.
- (h) In submitting bids, Vendor agrees that the City of Carthage shall have sufficient time to accept or reject any of the bids submitted as specified.
- (i) Proposal sheets MUST be returned with bids.

A-3. EXPLANATION TO VENDORS.

Any explanation desired by a vendor regarding the meaning or interpretation of the invitation, drawing, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach vendors before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective vendor concerning an invitation will be furnished to all prospective vendors as an addendum to the invitation, if such information is necessary to vendors in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed vendors.

A-4. ACKNOWLEDGMENT OF ADDENDUM TO INVITATIONS.

Receipt of an addendum to an invitation by a vendor must be acknowledged by signing and returning the addendum. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the proposal and received prior to closing time and date.

A-5. SUBMISSION OF BIDS.

- (a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the City Clerk, 326 Grant Street, Carthage, MO 64836. The vendor shall show its company name and address on the face of the envelope.
- (b) Telephoned or faxed bids will not be considered unless authorized by invitation.
- (c) Submission of a proposal constitutes an assignment by the vendor of any and all anti-trust claims that it may have under the Federal and/or State laws resulting from this Contract.

A-6. FAILURE TO SUBMIT PROPOSAL.

If no proposal is to be submitted, the invitation should not be returned unless otherwise specified. Failure of the recipient to bid or to notify the issuing office that future invitations are desired, may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.

A-7. WITHDRAWAL OF BIDS.

A proposal may be withdrawn in person by a vendor or its authorized representative provided

the representative's identity is made known and a receipt for the invitation is signed, but only if the withdrawal is made prior to the exact hour and date set for receipt of bids. Telephonic requests to withdraw a proposal will be considered only if confirmed by letter or email.

A-8 LATE BIDS AND MODIFICATIONS.

It is the responsibility of the vendor to deliver its proposal or proposal modification on or before the date and time of the proposal receipt deadline.

A-9 DISCOUNTS AND PROPOSAL EVALUATION.

Discounts offered for prompt payment will be considered in the proposal evaluation.

A-10 ALTERNATIVE BIDS.

Vendors must submit complete specification on all alternate bids. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to proposal clauses must be clearly noted on the proposal form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.

A-11 GUARANTEE.

All customary guarantees for workmanship, quality and performance specified by the manufacturer for any or all items shall apply to the items offered under this proposal.

A-12 EVALUATION OF BIDS.

- (a) The evaluation of bids will include consideration of price, quality, adherence to specifications, ability to meet the City's need for service and prior experience. Evaluation may also include financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and data on the materials, services and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.
- (b) "Or Approved Equal" clause.
Whenever a material, service, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and any material, article, or equipment or other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, service, article, or equipment so proposed, is, in the opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City.
- (c) Whenever the name of the manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The City may assume that items quoted are equal or it may request samples and proof thereof unless approved before shipment. City reserves the right to return at vendor's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
- (d) By virtue of statutory authority, the City shall give preference to all commodities, manufactured, mined, produced, or grown within the State of Missouri and to all firms,

corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to United States' products and supplies. Preference may be given for Carthage services, products and supplies.

A-13 NOTICE OF AWARD.

After considering the basis of award and evaluation of bids, City will notify the successful vendor of acceptance of the proposal.

PART III CONTRACTUAL REQUIREMENTS

REQUIREMENTS PERTAINING TO ALL CITY CONTRACTS

A-1 DEFINITIONS

- (a) "Owner" shall refer to the City of Carthage, Missouri and its authorized representatives.
- (b) "Seller" and "Contractor" are terms which refer to the corporation, company, partnership, firm, or individual named and designated in the contract agreement and who has entered into this contract and its, his, or their duly authorized agents or other legal representatives. "Seller" shall be used to describe a supplier of goods. "Contractor" shall be used if work is to be performed for the City.
- (c) The "technical specifications" include instruction to Vendors, the Term and Conditions of Purchase, and Definitions and the technical specifications of the work.
- (d) A "sub-contractor" is a person, firm, or corporation supplying labor or materials for, and under separate contract or agreement with the contractor.

A-2 CONTRACT TERMS

- (a) The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or proposal documents. The Scope of Work to be done under the Contract shall be subject to modification of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Contractor. Upon request by the City, the Contractor shall provide an estimate of cost of any modification to the Scope of Work and the Contract. Any different or additional terms other than those herein contained are hereby objected to.
- (b) The term of the coverage shall be one year. The contract shall not bind, nor purport to bind, the City for any contract term beyond the original term of the contract. It is the intention of the City to continue with the successful vendor for a period of three years. The City does reserve the right to make a change in Agents/Carriers or Coverage prior to the end of the three years if doing so would be in the best interest of the City.
- (c) The City may, at its sole option, give notice to the Contractor to extend the contract for additional successive one-year terms unless the contractor has notified the City at least sixty days prior to the end of the contract term or extensions thereto that the Contractor will not renew the contract.
- (d) The Contractor shall secure and maintain during the entire term of the contract and extensions thereto, professional liability insurance in an amount satisfactory to the City

to cover any alleged errors and omissions or fraud. A copy of the liability insurance shall be provided to the City prior to the effective date of the Contract.

- (e) The successful bidder must furnish a certificate showing that Errors and Omission Insurance is carried with a coverage limit of at least \$2,000,000 per occurrence. The City of Carthage, Missouri must be notified thirty (30) days in advance in the event the Errors and Omissions Insurance is canceled or non-renewed. A certificate of the above required coverage must be submitted with the proposal.
- (f) If, through any cause, the Contractor shall fail to fulfill in timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective day of such termination. City or Contractor may, with or without cause, terminate this contract upon 30 days prior written notice. In either such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor under this contract shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

A-3 INTERPRETATION OF CONTRACT.

This contract shall be construed according to the laws of the State of Missouri.

A-4 INTEREST OF CERTAIN OFFICIALS OR EMPLOYEES.

No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. Any federal regulations and applicable provisions in Section 105.450 et seq RSMo. shall not be violated. In addition, no conflict of interest provisions established in the Purchasing Manual of the City of Carthage shall be violated.

A-5 FUND ALLOCATION.

Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds.

A-6 TAX EXEMPT.

The City is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code Annotated.

A-7 UNIFORM COMMERCIAL CODE.

This Contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.

A-8 PROVISIONS REQUIRED BY LAW DEEMED INSERTED.

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.

A-9 ACTS OF GOD.

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault of negligence.

A-10 BANKRUPTCY OR INSOLVENCY.

In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including the warranties of the Seller, City may cancel this contract or affirm the Contract and hold Seller responsible in damages.

A-II COMPLIANCE WITH APPLICABLE LAWS.

The Seller warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipality or any other Governmental authority or agency in the manufacture or sale of the items covered by this order, including but not limited to, all provisions of the Fair Labor Standards Act of 1938, as amended. The Seller agrees to comply with the City's Purchasing Policy adopted by Council Bill 7009. The Seller may review a copy of this Purchasing Manual by contacting the City Clerk's office, 326 Grant Street, Carthage, Mo. 64836.

A-12 EXECUTION OF AGREEMENT.

Unless otherwise specified, the Contract shall consist of a copy of the signed bids attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: That both parties thereby accept and agree to the terms and conditions of said proposal documents, and that the parties thereby accept and agree to the terms and conditions of said proposal documents, and that the parties are bound thereby and the compensation to be paid the Vendor is as set forth in the Proposal. Items not awarded, if any, have been deleted.

PART IV**TECHNICAL SPECIFICATIONS**

Column One below details technical specifications relating to the item being bid. Column Two has been left blank to allow the bidders to describe their offering or propose alternatives. Bidder must address each specification listed. If the item being proposed is exactly as specified, write "yes" in Column Two. Any item left blank will be assumed to be exactly as specified. The City will consider, but reserves the right to reject, all alternate proposals.

Part V**BID PAGE****COLUMN ONE: PREFERRED SPECIFICATION****COLUMN TWO: BIDDER'S PROPOSAL**

SAMPLE ORAL QUOTATION FORM

ORAL QUOTATIONS



City of Carthage, Missouri

Department: _____

Carthage, Missouri 64836

_____, was contacted to supply the following item(s)/service(s) to the City of Carthage, at 326 Grant Street, Carthage, Missouri 64836 at the state price within thirty (30) days of this written quotation:

ITEM / SERVICE:

PRICE:

1

\$ _____

2

\$ _____

3

\$ _____

TOTAL

\$ _____

Name of Firm: _____

Address of Firm: _____

(please type or print)

Contacted by:

Name: _____ Date: _____

**SAMPLE WRITTEN QUOTATION FORM
WRITTEN QUOTATIONS**



City of Carthage, Missouri

Department: _____

Carthage, Missouri 64836

I _____, hereby agree to supply the following item(s)/service(s) to the City of Carthage, at 326 Grant Street, Carthage, Missouri 64836 at the state price within thirty (30) days of this written quotation::

ITEM / SERVICE:

PRICE:

1 \$ _____

2 \$ _____

3 \$ _____

TOTAL \$ _____

Name of Firm: _____
(please type or print)

By:

Name: _____ Name: _____
(please type or print) (signature)

Date: _____

APPENDIX I

FEDERAL TRANSIT ADMINISTRATION (FTA) FUNDED PROGRAMS

This appendix applies to procurements involving Federal Transit Administration (FTA) funded programs. Any sections of the Purchasing Manual which are in conflict with the provisions herein are hereby superseded.

LOCAL PREFERENCES

The City of Carthage will not grant any preference to local or State businesses for any procurement involving FTA-funded programs.

SPECIAL PROVISIONS REGARDING FTA-FUNDED PROCUREMENTS

PROTESTS

Pre-Bid Opening Protests. If an Offeror can demonstrate that the Contract Documents issued by The City of Carthage are unduly exclusionary and restrictive or that federal, state or local laws or regulations have been violated during the course of the procurement, then the Offeror may seek a review by the City Administrator or his appointed representative, at 326 Grant St. Protests shall be clearly identified as Protests and submitted in writing as early as possible, but no later than five (5) business days before proposal opening. Within four (4) business days after receipt of a pre-proposal protest, the City Administrator shall make one of the determinations listed in the paragraph entitled Rulings on Protests.

Post-Bid Opening Protests. A protest to the acceptance or rejection of any or of all offers or bids to a contract, or to the award thereof, or to any such action proposed or intended by The City must be received in writing by the City Administrator no later than five (5) business days after the protesting party first learned, or reasonably ought to have learned, of the action or the proposed or intended action to which he/she protests.

In the event the protester alleges that the City Administrator or the representative appointed by the City Administrator to serve as Decision-Maker for the particular protest, engaged in improper conduct during the subject procurement, the General Counsel shall serve as the Decision-Maker. In the event it has been alleged that the General Counsel has engaged in improper conduct during the subject procurement, either the City Administrator or the City Engineer shall serve as the Decision-Maker.

Rulings on Protests. Within four (4) business days, the City Administrator shall render one of the following determinations:

- (a) Protest is overruled.
- (b) Protest is substantiated. City Administrator shall issue instructions to remedy issues relating to the protest.
- (c) Procurement activity is suspended until written notification by the City Administrator.

The determination shall be in writing and shall provide at a minimum a general response to each material issue raised in the protest. All documents submitted by the Protester and/or City staff and reviewed by the Decision-Maker in the reaching of a determination shall form and be retained by The City as the formal record of the dispute resolution process.

The issuance of the foregoing determination is the City's final decision of the dispute.

All interested parties shall be notified of any protests that are filed. The City shall refrain from awarding a contract within five business days of the date of a decision rendered by the City Administrator regarding a protest, unless The City determines that:

- (a) The items to be procured are urgently required.
- (b) Delivery or performance will be unduly delayed by failure to make a prompt award.
- (c) Failure to make a prompt award will otherwise cause undue harm to the City of Carthage or the State or federal government.

Protester's Appeal to Federal or State Agencies. In the event that the City of Carthage fails to have written protest procedures or fails to abide by the protest procedures set forth above, and federal or state funds are participating in the procurement, then the protester may seek a review by the appropriate funding agency.

Protesters shall file such a protest not later than five (5) business days after a final decision is rendered under the City of Carthage's protest procedure. In instances where the protester alleges that the City failed to make a final determination on the protest, protesters shall file a protest with the appropriate agency not later than five (5) business days after the protester knew or should have known of the City's failure to render a final determination on the protest.

REQUIREMENTS FOR DETERMINATION OF CONTRACTOR/VENDOR RESPONSIBILITY

SAFETEA-LU amended 49 U.S.C. Section 5325 to require FTA-assisted contract awards be made only to "responsible" contractors possessing the ability, willingness, and integrity to perform successfully under the terms and conditions of the contract.

Responsibility is determined by the grantee after receiving bids or proposals and before making contract award. FTA expects the prospective contractor to demonstrate affirmatively to the grantee that it qualifies as "responsible" and that its proposed subcontractors also qualify as "responsible."

Factors to consider when making responsibility determinations include:

- Integrity and Ethics. Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A).
- Debarment and Suspension. Is neither debarred nor suspended from Federal programs under US DOT regulations, "Non-procurement Suspension and Debarment."
- Affirmative Action and DBE. Is in compliance with the Common Grant Rule's Affirmative Action and US DOT's Disadvantaged Business Enterprise requirements.
- Public Policy. Is in compliance with the public policies of the Federal government, as required by 49 U.S.C. Section 5325(j)(2)(B).

- **Administrative and Technical Capacity.** Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D).
- **Licensing and Taxes.** Is in compliance with applicable licensing and tax laws and regulations.
- **Financial Resources.** Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U.S.C. Section 5325(j)(2)(D).
- **Production Capability.** Has, or can obtain, the necessary production, construction, and technical equipment and facilities.
- **Timeliness.** Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- **Performance Record.** Is able to provide a satisfactory current and past performance record.

REFERENCES: 49 U.S.C. Section 5325, 2 CFR 200.318(h), 49 CFR 18.36(b)(8) FTA Circular 4220.1F, Ch. VI, Section 8.b

DISPUTE RESOLUTION

Disputes - Disputes arising in the performance of FTA contracts which are not resolved by agreement of the parties shall be decided in writing by City's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, the contractor mails or otherwise furnishes a written appeal to City's Program Director. In connection with any such appeal, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of City's Program Director shall be binding upon the contractor and the contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by City, the contractor shall continue performance under a contract while matters in dispute are being resolved.

Claims for Damages - Should either party to a contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless a contract provides otherwise, all claims, counterclaims, disputes and other matters in question between City and a contractor arising out of or relating to an agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Jasper County, Missouri.

Rights and Remedies - The duties and obligations imposed by contract documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

RESOLUTION NO. 1985

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

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

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

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

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

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

That the City hereby accepts a donation in the amount of twelve thousand dollars and no cents (\$12,000.00) from an anonymous donor for use in the Carthage Fire Department. The donor did not place any restrictions on the specific use of the funds. A budget adjustment will be prepared to authorize the appropriation of these funds.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsor: Public Safety Committee

CITY ADMINISTRATOR DONATION REPORT:

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

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

RESOLUTION NO 1986

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARTHAGE, MISSOURI
SUPPORTING AN APPLICATION OF THE BOOTS MOTEL, A MISSOURI NON-PROFIT
CORPORATION, FOR IMPROVEMENTS AND RESTORATION OF THE BOOTS MOTEL.**

WHEREAS, the Boots Motel is an iconic structure representative of Historic Route 66 Highway

WHEREAS, the Boots Motel Was built in 1939, and has served many visitors who have come to Carthage over the years and it is on the National Registry of Historic places.

WHEREAS, investors local to the CITY OF CARTHAGE have invested a great deal of time and money in an attempt to restore the Boots Motel to be a full functioning hotel, similar to the function of the Boots Motel when it was originally built, and attracting tourists to the City of Carthage,

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

Section 1. The City of Carthage, Missouri wholeheartedly supports the application by the Boots Motel, a Missouri Non-Profit Corporation, in their quest for grant funding

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2022

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk