

1. Agenda

Documents:

[CITY COUNCIL AGENDA 06 22 21.PDF](#)

2. Minutes

Documents:

[CITY COUNCIL MINUTES 06 22 21.PDF](#)

3. Meeting Materials

Documents:

[COUNCIL PACKET 6.22.21.PDF](#)

**COUNCIL AGENDA
CITY OF CARTHAGE, MISSOURI
TUESDAY, JUNE 22, 2021
6:30 P.M. – COUNCIL CHAMBERS**

1. Call to Order
2. Invocation
3. Pledge of Allegiance to Flag
4. Calling of the Roll
5. Reading and Consideration of Minutes of Previous Meeting
6. Presentations/Proclamations
 - Swearing in of Municipal Court Judge Kimberly Fisher
 - Medal of Valor
7. Public Comments

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

(Each Councilmember is limited to no more than two (2) minutes. The time may be extended by the Chair if deemed necessary. Once a Councilmember has had their say on a particular issue they are not permitted to once again speak on the issue unless permitted by the Chair)
12. Administrative Reports
13. Report of Claims Presented Against the City
14. Public Hearings
 - The City of Carthage will hold a Public Hearing for approval of the City of Carthage budget for the 2021-2022 Fiscal Year on Tuesday, June 22, 2021 at 6:30 pm during the City Council meeting.
15. Old Business
 1. **C.B. 21-25** – An Ordinance adopting the City of Carthage Annual Operating and Capital Budget of the City of Carthage for the year ending June 30- 2022. (Budget Ways & Means)

2. **C.B. 21-26** – An Ordinance authorizing the Mayor to execute a Contract between the City of Carthage and the Carthage Convention and Visitors Bureau for services in an amount estimated at \$100,000.00. (Budget Ways & Means)
3. **C.B. 21-27** – An Ordinance authorizing the Mayor of the City of Carthage, to enter into an agreement between the Carthage Convention & Visitors Bureau, and the City of Carthage, Missouri for Communications Services. (Budget Ways & Means)
4. **C.B. 21-28** – An Ordinance authorizing the Mayor to execute a contract between the City of Carthage and the Carthage Over 60 Center for services in the amount not to exceed \$21,000.00. (Budget Ways & Means)
5. **C.B. 21-29** – An Ordinance authorizing utility rate adjustments for electric, water and wastewater services as recommended by the Carthage Water & Electric Plant Board. (Budget Ways & Means)
6. **C.B. 21-30** – An Ordinance extending the current contract with Anderson Engineering, Inc. to include a new term from July 1, 2021 to June 30, 2023. (Public Works)
7. **C.B. 21-31** – An Ordinance authorizing the Mayor to enter into an agreement with Sprouls Construction for street and storm water improvements on Hazel Ave. between George E Phelps and Missouri Highway HH in the amount of \$470,093.50 in the City of Carthage, Missouri. (Public Works)
8. **C.B. 21-32** – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Vision Carthage providing for mutual undertakings and benefits from the services of providing: Carthage-In-Bloom; Restoration Carthage; Sidewalk Project; Downtown Christmas; and a Main Street Program; for the residents of the City of Carthage. (Mayor)

16. New Business

1. **C.B. 21-33** – An Ordinance to amend Section 505 Family and Medical Leave Policy (01-10) of the Personnel Policy Manual of the City of Carthage. (Insurance, Audits and Claims)

17. Mayor's Appointments

- Assistant City Administrator
- Carthage Tree Board
- Carthage Affordable Housing Task Force
- Ad Hoc Use Tax Committee

18. Resolutions

19. Closing Comments

20. Executive Session

- CLOSED SESSION: ACCORDING TO SECTION 610.021 (2), THE AGENDA INCLUDES THE POSSIBILITY OF A VOTE TO CLOSE PART OF THE MEETING TO DISCUSS LEASING, PURCHASE OR SALE OF REAL ESTATE BY A PUBLIC GOVERNMENTAL BODY WHERE PUBLIC KNOWLEDGE OF THE TRANSACTION MIGHT ADVERSELY AFFECT THE LEGAL CONSIDERATION THEREFOR.

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
June 22, 2021

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

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

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

Mr. Daugherty made a motion, seconded by Mr. Snow, to approve the minutes of the June 8, 2021 Council Meeting. Motion carried unanimously.

City Clerk Traci Cox administered the Oath of Office to Municipal Court Judge Kimberly Fisher.

Assistant Police Chief Bill Hawkins presented Hayden Swinehart with the Medal of Valor for his great courage in the face of danger by continuing to pursue an individual who had shot at him.

No citizens were present during Citizen Participation Period.

Mr. Snow reported the Budget Ways & Means Committee met on June 14. The Vision Carthage contract was reviewed and approved. It appears in CB 21-32. Additional funding for events under the CVB was discussed but no action taken.

Ms. Otero reported the Committee on Insurance, Audit and Claims met on this date and approved the claims. The social media policy was reviewed and approved. Callie Myers will act as the Social Media Administrator.

Mr. Barlow reported that the Public Safety Committee met on June 21. April Ford was present to discuss the sales tax initiative the 911 Board placed on the August ballot. Abi Almandinger updated the committee on the light tunnel. It was reported the annual Fourth of July Belle Air Parade has been cancelled this year.

Mr. Topete reported that the Public Services Committee met on June 15. The Light Tunnel/Pocket Park concept was discussed but no action taken. Mr. Peterson is working with Beyond Baseball for use of Carl Lewton Stadium for a baseball league in exchange for help in making repairs to the stadium. Additional details are necessary, so no action was taken.

Mr. Armstrong reported the Public Works Committee is between meetings with the next meeting scheduled for July 6.

Special Committee and Board Liaison reports were given by Ms. Otero for the HSTCC, Mr. Snow for CWEP, and Mr. West for the Police & Fire Pension Committee.

Mayor Rife reported on Kid's Fishing Day.

During reports of Council Members, Mr. Armstrong expressed the need to invest in tourism that's unique to our community, which includes the Civil War Museum. Mr. Daugherty agreed explaining the first Civil War battle was fought in our community. Mr. Topete encouraged everyone to ride the Lime scooters.

City Attorney Nate Dally discussed the Civil War reenactment held July 2, 1991 at Kellogg Lake.

Police Chief Greg Dagnan reported on the funeral services for former Police Chief Dennis Veach and formation of the Use Tax Committee. He also commended Mark Peterson for his work with the Lime scooters.

Fire Chief Roger Williams reported on an increase in Covid activity in the community.

Public Works Director Zeb Carney reported on the progress at the Garrison roundabout, Blevins paving, and the sidewalk project on Central.

Parks and Recreation Director Mark Peterson gave an update on the Lime scooters including usage statistics.

City Administrator Tom Short reported on the following: an upcoming meeting with MML, the MoDOT cost-share agreement for Hazel, an agreement was reached between Pete's and MoDOT, ARPA funds have not been requested by the state, the Lime scooters pilot project, sales tax revenues, and a meeting with the attorney regarding the railroad.

The Committee on Claims filed a report in the amount of \$622,481.83 against the following funds: General Revenue \$100,922.39, Public Health \$145,891.71, Civic Enhancement \$584.96, Parks/Stormwater \$56,588.22, Fire Protection \$1,485.72, Golf \$3,783.23, Capital Improvements \$97,503.06, Myers Park \$8,009.50, Public Facilities \$4,198.13 and Payroll \$203,514.91. Ms. Otero made a motion, seconded by Mr. Daugherty to accept the report and allow the claims. Motion carried.

A Public Hearing on the Annual Operating and Capital Budget for Fiscal Year 2022 was held. No citizens were present for the public hearing.

Under old business, C.B. 21-25 – An Ordinance adopting the City of Carthage Annual Operating and Capital Budget of the City of Carthage for the year ending June 30, 2022 was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes:

Armstrong, Barlow, Daugherty, Diggs, Otero, Snow, Thompson, Topete and West. The Council Bill was approved and numbered Ordinance 21-26.

C.B. 21-26 – An Ordinance authorizing the Mayor to execute a Contract between the City of Carthage and the Carthage Convention and Visitors Bureau for services in an amount estimated at \$100,000.00 was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Otero, Snow, Thompson, Topete, and West. The Council Bill was approved and numbered Ordinance 21-27.

C.B. 21-27 – An Ordinance authorizing the Mayor of the City of Carthage, to enter into an agreement between the Carthage Convention & Visitors Bureau, and the City of Carthage, Missouri for Communications Services was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Otero, Snow, Thompson, Topete, and West. The Council Bill was approved and numbered Ordinance 21-28.

C.B. 21-28 – An Ordinance authorizing the Mayor to execute a contract between the City of Carthage and the Carthage Over 60 Center for services in the amount not to exceed \$21,000.00 was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Otero, Snow, Thompson, Topete, and West. The Council Bill was approved and numbered Ordinance 21-29.

C.B. 21-29 – An Ordinance authorizing utility rate adjustments for electric, water and wastewater services as recommended by the Carthage Water & Electric Plant Board was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Otero, Snow, Thompson, Topete, and West. The Council Bill was approved and numbered Ordinance 21-30.

C.B. 21-30 – An Ordinance extending the current contract with Anderson Engineering, Inc. to include a new term from July 1, 2021 to June 30, 2023 was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Otero, Snow, Thompson, Topete, and West. The Council Bill was approved and numbered Ordinance 21-31.

C.B. 21-31 – An Ordinance authorizing the Mayor to enter into an agreement with Sprouls Construction for street and storm water improvements on Hazel Ave. between George E Phelps and Missouri Highway HH in the amount of \$470,093.50 in the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Otero, Snow, Thompson, Topete, and West. The Council Bill was approved and numbered Ordinance 21-32.

C.B. 21-32 – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Vision Carthage providing for mutual undertakings and benefits from the services of providing: Carthage-In-Bloom; Restoration Carthage; Sidewalk Project; Downtown Christmas; and a Main Street Program; for the residents of the City of Carthage was placed on second reading followed by a roll call vote of 8 yeas and 1 nay. Ayes: Armstrong, Barlow, Daugherty, Diggs, Otero, Snow, Thompson, and Topete. Nay: West. The Council Bill was approved and numbered Ordinance 21-33.

Under new business, C.B. 21-33 – An Ordinance to amend Section 505 Family and Medical Leave Policy (01-10) of the Personnel Policy Manual of the City of Carthage was placed on first reading with no action taken.

Mr. Armstrong made a motion to split the appointments for consideration but withdrew the motion after City Clerk Traci Cox informed him it was going to be presented that way.

Mr. Diggs made a motion, seconded by Ms. Otero, to approve the Mayor's temporary appointment of Greg Dagnan as Assistant City Administrator effective July 1, 2021 until December 31, 2021. Motion carried.

Mr. Diggs made a motion, seconded by Mr. Topete, to approve the mayor's re-appointment of Bryan Stringer to the Carthage Tree Board until June 2024. Motion carried.

Mr. Daugherty made a motion, seconded by Ms. Otero, to approve the mayor's re-appointment of Jerry Spry to the Carthage Affordable Housing Task Force. Motion carried.

Mr. Snow made a motion, seconded by Ms. Otero, to approve the Mayor's appointment of Roy Mason, Tori Soriano, Mike Zeiter, Jonathan Roberts, Eddie Grundy, Taylor Macy, Jade Reed, and Mark Elliff to the Ad Hoc Use Tax Committee until August 3, 2021, the appointment of Ceri Otero and Alan Snow as liaisons to the Ad Hoc Use Tax Committee. Motion carried 7-2 with Mr. Armstrong and Mr. Daugherty casting the Nay votes.

Closing Comments: Ms. Otero thanked the Public Works Department for their work on the sink hole on Lyon, Council Members congratulated Greg Dagnan on his promotion, and also commended Mark Peterson and Callie Myers on their work with the Lime rollout.

Mr. Daugherty made a motion, seconded by Ms. Otero, to close the meeting according to Section 610.021 (2) the Agenda includes the possibility of a vote to close part of the meeting to discuss leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor followed by a roll call vote on the board of 9 yeas and no nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Otero, Snow, Thompson, Topete, and West. Motion carried at 7:30 p.m.

CLOSED SESSION

Mr. Daugherty made a motion, seconded by Mr. Barlow, to return to the regular session of the Council Meeting at 8:35 PM followed by a roll call vote of 9 yeas and no nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Otero, Snow, Thompson, Topete, and West. Motion carried.

Mr. Daugherty made a motion, seconded by Mr. Barlow, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 8:35 p.m.

Dan Rife, Mayor

Traci Cox, City Clerk

**COUNCIL AGENDA
CITY OF CARTHAGE, MISSOURI
TUESDAY, JUNE 22, 2021
6:30 P.M. – COUNCIL CHAMBERS**

1. Call to Order
2. Invocation
3. Pledge of Allegiance to Flag
4. Calling of the Roll
5. Reading and Consideration of Minutes of Previous Meeting
6. Presentations/Proclamations
 - Swearing in of Municipal Court Judge Kimberly Fisher
 - Medal of Valor
7. Public Comments

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

(Each Councilmember is limited to no more than two (2) minutes. The time may be extended by the Chair if deemed necessary. Once a Councilmember has had their say on a particular issue they are not permitted to once again speak on the issue unless permitted by the Chair)
12. Administrative Reports
13. Report of Claims Presented Against the City
14. Public Hearings
 - The City of Carthage will hold a Public Hearing for approval of the City of Carthage budget for the 2021-2022 Fiscal Year on Tuesday, June 22, 2021 at 6:30 pm during the City Council meeting.
15. Old Business
 1. **C.B. 21-25** – An Ordinance adopting the City of Carthage Annual Operating and Capital Budget of the City of Carthage for the year ending June 30- 2022. (Budget Ways & Means)

2. **C.B. 21-26** – An Ordinance authorizing the Mayor to execute a Contract between the City of Carthage and the Carthage Convention and Visitors Bureau for services in an amount estimated at \$100,000.00. (Budget Ways & Means)
3. **C.B. 21-27** – An Ordinance authorizing the Mayor of the City of Carthage, to enter into an agreement between the Carthage Convention & Visitors Bureau, and the City of Carthage, Missouri for Communications Services. (Budget Ways & Means)
4. **C.B. 21-28** – An Ordinance authorizing the Mayor to execute a contract between the City of Carthage and the Carthage Over 60 Center for services in the amount not to exceed \$21,000.00. (Budget Ways & Means)
5. **C.B. 21-29** – An Ordinance authorizing utility rate adjustments for electric, water and wastewater services as recommended by the Carthage Water & Electric Plant Board. (Budget Ways & Means)
6. **C.B. 21-30** – An Ordinance extending the current contract with Anderson Engineering, Inc. to include a new term from July 1, 2021 to June 30, 2023. (Public Works)
7. **C.B. 21-31** – An Ordinance authorizing the Mayor to enter into an agreement with Sprouls Construction for street and storm water improvements on Hazel Ave. between George E Phelps and Missouri Highway HH in the amount of \$470,093.50 in the City of Carthage, Missouri. (Public Works)
8. **C.B. 21-32** – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Vision Carthage providing for mutual undertakings and benefits from the services of providing: Carthage-In-Bloom; Restoration Carthage; Sidewalk Project; Downtown Christmas; and a Main Street Program; for the residents of the City of Carthage. (Mayor)

16. New Business

1. **C.B. 21-33** – An Ordinance to amend Section 505 Family and Medical Leave Policy (01-10) of the Personnel Policy Manual of the City of Carthage. (Insurance, Audits and Claims)

17. Mayor's Appointments

- Assistant City Administrator
- Carthage Tree Board
- Carthage Affordable Housing Task Force
- Ad Hoc Use Tax Committee

18. Resolutions

19. Closing Comments

20. Executive Session

- CLOSED SESSION: ACCORDING TO SECTION 610.021 (2), THE AGENDA INCLUDES THE POSSIBILITY OF A VOTE TO CLOSE PART OF THE MEETING TO DISCUSS LEASING, PURCHASE OR SALE OF REAL ESTATE BY A PUBLIC GOVERNMENTAL BODY WHERE PUBLIC KNOWLEDGE OF THE TRANSACTION MIGHT ADVERSELY AFFECT THE LEGAL CONSIDERATION THEREFOR.

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
June 8, 2021

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

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

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

Mr. Daugherty made a motion, seconded by Mr. Armstrong, to approve the minutes of the May 25, 2021 Council Meeting. Motion carried unanimously.

During Citizen Participation period Callie Myers, CVB Director, discussed the need to make an investment in upcoming events to add activities that would attract citizens from surrounding communities.

Mr. Snow reported the Budget Ways & Means Committee is between meetings with the next meeting scheduled for June 14.

Ms. Otero reported the Committee on Insurance, Audit and Claims met on this date and approved the claims. Authorization to rescind withdrawal from MPR's Property and Liability Programs for 2021-2022 appears in Resolution 1932. Changes to the FMLA Policy to meet Federal guidelines were approved. The reporting structure for the Assistant City Administrator job description was changed to include the Mayor and Council. Ms. Otero made a motion, seconded by Mr. Armstrong, to accept the job description for the Assistant City Administrator, with the position taking effect on July 1. Motion carried.

Mr. Barlow reported that the Public Safety Committee is between meetings with the next meeting scheduled for June 21.

Mr. Topete reported that the Public Services Committee is between meetings with the next meeting scheduled for June 15.

Mr. Armstrong reported the Public Works Committee met on June 1. The Committee went on a bridge tour around the City and Zeb pointed out the various issues with the bridges. Letters from CHS students were presented expressing concerns about issues within the community. The Council Bill renewing the contract with Anderson Engineering for two more years appears in C.B. 21-30. A citizen has initiated discussions on a Peddle Pub within the city. Railroad crossing work continues. River Street Bridge is ready for asphalt

and will be opening soon. Section 2-60-Functions of the Public Works committee was discussed but no action taken.

Special Committee and Board Liaison reports were given by Mr. Snow for CWEP, Mr. Diggs for the Kellogg Lake Board, Ms. Otero for the HSTCC and Mr. Armstrong for the Civil War Museum.

Mayor Rife reported on meetings to develop the Assistant City Administrator job description and an emergency purchase for replacing the AC unit at the Parks and Recreation office.

During reports of Council Members, Mr. Armstrong made a motion, seconded by Mr. Snow, to table C.B. 21-22 until August 24. Motion carried. Mr. Snow discussed the budget book and thanked everyone who worked on the budget.

City Attorney Nate Dally reported the Supreme Court has lifted the Covid restrictions for the courts, but chairs will remain distanced. He also commended Michael Miller for his work on City policies.

Fire Chief Roger Williams reported on receiving new extrication equipment.

Public Works Director Zeb Carney reported River Street Bridge is nearing completion. The contract with Sprouls Construction is being advanced to first reading prior to going to Committee due to rapidly changing prices on supplies.

Parks and Recreation Director Mark Peterson reported on the MOU with LIME, Food Truck Friday events, the rodeo at Municipal Park and Kid's Fishing Day.

City Administrator Tom Short reported on an Economic Development meeting, meetings regarding the Assistant City Administrator job description, discussions with MoDOT regarding Pete's, ARPA funds, the Vision Carthage contract, cost overages for the round-about on Garrison, the opening of the Over 60 Center, sales tax revenues, and financials for the McCune Brooks Hospital Board.

The Committee on Claims filed a report in the amount of \$409,655.31 against the following funds: General Revenue \$53,565.94, Lodging \$10,859.38, Civic Enhancement \$240.00, Fire Protection \$19,095.42, Golf \$19,458.84, Capital Improvements \$2,145.63, Library \$25,000.00, and Payroll \$279,290.10. Ms. Otero made a motion, seconded by Mr. Daugherty to accept the report and allow the claims. Motion carried.

Under old business, C.B. 21-13 – An Ordinance to amend Chapter 6 – Buildings and Building Regulations of the Carthage Code, by adopting the International Code Council 2018 Codes as supplemented or amended and the 2017 NEC Code as supplemented or amended was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson and Topete. The Council Bill was approved and numbered Ordinance 21-23.

C.B. 21-23 – An Ordinance authorizing the Mayor to execute an addendum to the Contract between the City of Carthage, Missouri and Dick Horton Consulting, 507 Norris, Pittsburg, KS 66762 for Parks and Recreation Consulting Services in an amount not to exceed \$8,000.00 was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson, and Topete. The Council Bill was approved and numbered Ordinance 21-24.

C.B. 21-24 – An Ordinance authorizing the Mayor to execute a Service Agreement MOU – Mobility Device Sharing Services between the City of Carthage, Missouri and Neutron Holdings, Inc. DBA Lime (“Lime”) providing for affordable multi-modal transportation (mobility) options to residents of the City of Carthage was placed on second reading. Mr. Armstrong made a motion, seconded by Mr. Diggs, to abate Section 23-506 of the Code of the City of Carthage as it relates to Lime scooters during the term of this contract. Motion carried. The Council Bill was approved and numbered Ordinance 21-25 with a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson, and Topete.

Under new business, C.B. 21-25 – An Ordinance adopting the City of Carthage Annual Operating and Capital Budget of the City of Carthage for the year ending June 30, 2022 was placed on first reading with no action taken.

C.B. 21-26 – An Ordinance authorizing the Mayor to execute a Contract between the City of Carthage and the Carthage Convention and Visitors Bureau for services in an amount estimated at \$100,000.00 was placed on first reading with no action taken.

C.B. 21-27 – An Ordinance authorizing the Mayor of the City of Carthage, to enter into an agreement between the Carthage Convention & Visitors Bureau, and the City of Carthage, Missouri for Communications Services was placed on first reading with no action taken.

C.B. 21-28 – An Ordinance authorizing the Mayor to execute a contract between the City of Carthage and the Carthage Over 60 Center for services in the amount not to exceed \$21,000.00 was placed on first reading with no action taken.

C.B. 21-29 – An Ordinance authorizing utility rate adjustments for electric, water and wastewater services as recommended by the Carthage Water & Electric Plant Board was placed on first reading with no action taken.

C.B. 21-30 – An Ordinance extending the current contract with Anderson Engineering, Inc. to include a new term from July 1, 2021 to June 30, 2023 was placed on first reading with no action taken.

C.B. 21-31 – An Ordinance authorizing the Mayor to enter into an agreement with Sprouls Construction for street and storm water improvements on Hazel Ave. between George E Phelps and Missouri Highway HH in the amount of \$470,093.50 in the City of Carthage, Missouri was placed on first reading with no action taken.

C.B. 21-32 – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Vision Carthage providing for mutual undertakings and benefits from the services of providing: Carthage-In-Bloom; Restoration Carthage;

Sidewalk Project; Downtown Christmas; and a Main Street Program; for the residents of the City of Carthage was placed on first reading with no action taken.

Mr. Daugherty made a motion, seconded by Ms. Otero, to approve the Mayor's re-appointment of Brian Schmidt and Ron Ross to the Carthage Water & Electric Plant Board until June 2025. Motion carried.

Ms. Otero made a motion, seconded by Mr. Daugherty, to approve Resolution 1932 -- A Resolution rescinding authorization of withdrawal of the City of Carthage's participation from Midwest Public Risk of Missouri's Property and Liability Programs for the 2021-2022 policy year. Resolution 1932 was adopted by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson, and Topete.

Closing Comments: Mr. Snow stated he felt the city was in a good position to see growth, Mr. Barlow stated he had received complements on the Hazel Street railroad crossing, and Mr. Topete thanked Mr. Peterson for his work with LIME.

Mr. Armstrong made a motion, seconded by Mr. Daugherty, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:30 p.m.

Dan Rife, Mayor

Traci Cox, City Clerk

***PRESENTATIONS/
PROCLAMATIONS***

OATH OF OFFICE

State of Missouri

County of Jasper

I, Kimberly Fisher, solemnly swear, that I possess all the qualifications prescribed by law, that I will support the Constitution of the United States and of the State of Missouri, the provisions of the City Charter and Ordinances of the City of Carthage, and faithfully demean myself in office, and well and truly perform the duties of the office of Municipal Court Judge within and for said City, to the best of my skill and ability.

Kimberly Fisher

Subscribed and sworn to me this 22nd day of June, 2021.

Traci Cox City Clerk

***PUBLIC
HEARINGS***

NOTICE OF PUBLIC HEARING
FOR APPROVAL OF CITY OF CARTHAGE BUDGET

The City of Carthage will hold a Public Hearing for approval of the City of Carthage budget for the 2021-2022 Fiscal Year on Tuesday, June 22, 2021 at 6:30 pm during the City Council meeting. For questions, contact City Clerk Traci Cox (417) 237-7000.

Traci Cox
City Clerk
City of Carthage, Missouri

***OLD
BUSINESS***

An Ordinance adopting the City of Carthage Annual Operating and Capital Budget of the City of Carthage for the year ending June 30, 2022.

WHEREAS, Article VII of the Charter of the City of Carthage states the budget shall provide a complete financial plan for City funds and activities for the ensuing fiscal year and, except as required by law or the Charter, shall be in such form as the City Administrator deems desirable or the Council may require; and

WHEREAS, the Council has held public hearings on the proposed budget, after appropriate public notice; and

WHEREAS, the budget shall be adopted by the affirmative vote of a majority of the members of the Council; and

WHEREAS, the Council may by ordinance make supplemental appropriations if funds will be available for such expenditures; and

WHEREAS, no payment shall be made or obligation incurred against any allotment or appropriation except in accordance with appropriations duly made and unless there is a sufficient unencumbered balance in such allotment or appropriation and that sufficient funds there from are or will be available to cover the claim or meet the obligation when it becomes due and payable;

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

SECTION I: The budget of the City of Carthage for Fiscal Year 2021 - 2022 (year ending June 30, 2022, a copy of which is attached hereto and incorporated herein, is hereby adopted.

SECTION II: All amounts specified in said budget are hereby appropriated for said use.

SECTION III: Adoption of the budget by the City Council constitutes approximations of the expenditures for the fiscal year. To ensure adherence to the adopted budget and its associated goals, a budgetary control system is hereby adopted with the legal level for expenditure control established at the Fund level. Each Department Head is responsible for the budget in their respective departments. In order to enhance the ability to successfully execute the budget, to achieve long-range goals, facilitate achievement of programmatic, financial goals, and promote budgetary compliance, the Level of-Control for administration of the Budget is established at the category level. Within the General Fund, Public Health Fund and the Golf Fund, the Budget Officer is authorized to transfer budgeted amounts between categories and departments within operating funds provided such transfers do not alter total expenditures approved by the City Council for the Fund. Any

increase in appropriation at the fund level, whether accomplished through a change in anticipated revenues in any fund or through a transfer of appropriations among departments, shall require the approval of the City Council. Such amendment shall be provided by formal action of the City Council.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

Dan Rife, MAYOR

ATTEST:

Traci Cox, CITY CLERK

Sponsored by: Budget, Ways & Means Committee

COUNCIL BILL NO. 21-26

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to execute a Contract between the City of Carthage and the Carthage Convention and Visitors Bureau for services in an amount estimated at \$100,000.00.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a Contract with the Carthage Convention and Visitors Bureau for services in an estimated amount of \$100,000.00, a copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Budget Committee

AGREEMENT FOR TOURISM AND MARKETING SERVICES

City of Carthage, Missouri

and the

Carthage Convention and Visitors Bureau

Tourism Lodging Tax

THIS AGREEMENT made and entered into this 1st day of July 2021, by and between the City of Carthage, Missouri, (hereinafter referred to as "City") with offices located at 326 Grant St., Carthage, Missouri, and the Carthage Convention and Visitors Bureau, Inc. (hereinafter referred to as "CVB") as a not-for-profit corporation organized under the laws of the State of Missouri, located at 402 S. Garrison, for the purpose of marketing and promoting the City of Carthage as a destination to visitors, on an annual basis beginning Fiscal Year 2021-2022 ("Initial Term").

WHEREAS, a segment of the economy of the City of Carthage is reliant in part on the amount of tourism and tourism related activities generated throughout the City to produce funds for that segment of the economy and to assist in financing general municipal services for the citizens of the City of Carthage, and

WHEREAS, it is to the benefit of the City and its citizens to continue to expand this segment of the local economy, and

WHEREAS, the City is desirous of obtaining the services of the CVB to assist in promoting and advertising the City of Carthage to encourage greater tourist related activities, and

WHEREAS, the CVB has assured the City that it is capable of providing those services and will provide proper accounting for the use of public funds which will enhance the overall tourist related areas, and

WHEREAS, the City has agreed to use the services of the CVB to accomplish the aforesaid precepts

NOW, THEREFORE, in consideration of these premises and the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

WITNESSETH:

Article I

SCOPE OF SERVICES

The CVB shall submit an annual **Tourism, Leisure and Business Marketing Program (the "PLAN")** and Budget to the City Council, which will first be reviewed and recommended to Council by the Budget Ways & Means Committee, by the first council meeting of May of each year (TBD). The **PLAN** shall contain a summary of the previous year's performance and a description of the proposed services to be provided in the next fiscal year. The **PLAN** shall identify activities and performance goals as well as a proposed budget with recommended allocation of funds. The CVB agrees to conduct the **PLAN**, as outlined above, each term which shall follow the fiscal year of July 1st through June 30th the following year.

1. The CVB agrees to provide adequate staffing and facilities to effectively execute the **PLAN**.
2. In consideration of the above services, the City agrees to pay annual compensation to the CVB as follows:
An amount equal to the amount of actual collections by the City for Lodging Tax for the current fiscal year, collected and distributed to the CVB monthly. For the Initial Term this amount is estimated to be paid in the approximate amount of \$100,000.00, subject to increase or decrease based on actual collections of the Lodging Tax. This amount is to cover General Administrative Expenses and Promotional Marketing Expenses.

Article II

COMPENSATION AND METHOD OF PAYMENTS

The CVB agrees to perform its obligations hereunder in exchange for the compensation allowed herein. The City's compensation to the CVB shall be limited to the amount of actual collections of Lodging Tax receipts remitted to, collected and accounted for, by the City for the fiscal year, payable to the CVB within ten (10) business days of the last business day of each month.

Article III

CHANGES IN SCOPE OF SERVICES

If at any time during the course of this agreement either party desires to change the scope of services delineated above, a written request will be forwarded to the City Administrator for consideration by the City's Budget Ways & Means Committee. The decision of the Budget Ways & Means Committee will be forwarded to the full City Council for final disposition of the request.

Article IV

REPORTING

The CVB will provide the Budget Ways & Means Committee with quarterly written reports containing detailed information on performance of the **PLAN**, including performance reports listing all groups and/or events added by the Carthage Convention & Visitors Bureau in that period with accompanying information such as names, dates booked, estimated attendance and estimated room nights. The CVB shall also provide City with any reports or documentation required by federal or state law, as such laws may be amended from time to time during the term of this Agreement.

This report shall also contain a summary of current budgetary milestones and provide information on the use of public funds.

Article V

OTHER

The City shall have access at all reasonable hours to all of the Convention and Visitors Bureau's plans, contracts, accounting, financial and statistical records pertaining to this agreement derived from the use of public funds. The City shall also have the right to make such inspections

and/or audits of the books of the CVB as it shall find necessary to insure compliance with all rules and regulations pertaining to the use of said funds.

The Convention and Visitors Bureau assume full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from any and all liability, suits, claims, damages, costs (including attorney's fees), arising out of or connected with this contract to the extent it arises from the acts or omissions of the CVB, notwithstanding any possible negligence whether sole, concurrent or otherwise on the part of the City, its agents or employees.

If, through any cause, the CVB shall fail to fulfill in timely and proper manner the CVB's obligations under this contract, or if the CVB 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 Carthage Convention and Visitors Bureau of such termination and specifying the effective date thereof, at least ten days before the effective day of such termination. City or CVB 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, models, photographs, and reports or other materials prepared by the CVB under this contract shall, at the option of the City, become the City's property and the CVB shall be entitled to receive just and equitable compensation for any work completed on such documents and other materials. Notwithstanding the above, the CVB shall not be relieved of liability to the City for actual damages sustained by the City directly resulting from any such breach of contract by the CVB. Upon expiration or termination hereof for any reason, the CVB shall cooperate with the City to ensure a smooth transition. The CVB shall promptly, but not more than thirty (30) days following termination, turn over to the City, without charge, all unspent Lodging Tax Revenue, including the balance of reserve funds, and all property purchased with Lodging Tax Revenue.

A delay to performance by the CVB or inability to perform due to fire, earthquake, flooding, storms or other Acts of God, strike, lockout, acts of public enemy, riot, insurrection, health pandemics, or governmental regulation of the sale or transportation of materials, supplies or labor shall be identified as a Force Majeure Delay. Neither party shall be held liable for delay caused by such conditions provided that the delayed party furnishes the other party with written notice of any such delay within ten (10) days from the commencement of any such delay and provided that the period of the Force Majeure Delay shall not exceed the period of delay caused by such event.

Attest:

Traci Cox, City Clerk
City of Carthage, Missouri

Dan Rife, Mayor
City of Carthage, Missouri

Anthea Harbin, President
Carthage Convention and Visitors Bureau

Callie Myers, Executive Director
Carthage Convention and Visitors
Bureau

COUNCIL BILL NO. 21-27

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CARTHAGE, TO ENTER INTO AN AGREEMENT BETWEEN THE CARTHAGE CONVENTION & VISITORS BUREAU, AND THE CITY OF CARTHAGE, MISSOURI FOR COMMUNICATIONS SERVICES.

WHEREAS, the City is a participant in the GRO 3.0 program which is three (3) year plan, structured to help communities make strides in the arena of community and economic development; and

WHEREAS, the Community Engagement segment of the program endeavors to create a more engaged and committed citizenry; and

WHEREAS, the survey conducted to help local community leaders and citizens identify major local patterns identified communications shortfalls that through a collaborative and focused effort could be redefined and improved; and

WHEREAS, the GRO Committee has recommended to the City a methodology for consolidating and enhancing intra and inter communications vehicles available to the City,

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into an Agreement between The Carthage Convention & Visitors Bureau, and The City of Carthage, Missouri, a true copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

Sponsored by: Budget Ways & Means Committee

AGREEMENT FOR COMMUNICATION SERVICES

City of Carthage, Missouri and the Carthage Convention and Visitors Bureau

THIS AGREEMENT made and entered into this _____ day of July 01, 2021, by and between the City of Carthage, Missouri, (hereinafter referred to as "City") with offices located at 326 Grant St., Carthage, Missouri, and the Carthage Convention and Visitors Bureau, Inc. (hereinafter referred to as "CVB") as a not-for-profit corporation organized under the laws of the State of Missouri, located at 116 W 3rd, Carthage, MO 64836, for the purpose of maintaining and furthering communications for the City of Carthage for the Fiscal Year, July 01, 2021 – June 30, 2022.

WHEREAS, the City of Carthage desires to engage the services of the CVB in order to maintain and further communications with the citizens of the City of Carthage, and

WHEREAS, it is to the benefit of the City and its citizens to engage the CVB to provide such communication services, and

WHEREAS, the agreed upon services include maintaining the City's websites, social media channels, and the public relations efforts of the City on a case by case basis, and

WHEREAS, the CVB has assured the City that it is capable of providing those services, and

WHEREAS, the City has agreed to use the services of the CVB to accomplish the aforesaid precepts.

NOW, THEREFORE, in consideration of these premises and the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

WITNESSETH:

Article I

SCOPE OF

SERVICES

The City shall provide the CVB with the information and content for the City's websites and all social media platforms. The CVB shall incorporate the information and content provided by the City into all such desirable platforms as CVB and City deem appropriate. The CVB (in consultation with the City) shall have full creative license to publish the content provided by the City as it sees fit.

Article II

COMPENSATION

The CVB agrees to perform its obligations hereunder in exchange for compensation agreed upon as follows:

The City shall pay an amount not to exceed Sixty-Thousand Dollars (\$60,000.00) in

monthly installments of at least Five Thousand Dollars (\$5,000.00) for CVB's services provided hereunder. The parties anticipate a minimum of fifteen (15) hours per week to accomplish the scope of services. Compensation for any subsequent renewal terms shall be agreed upon in a signed writing by the parties. The cost for services rendered may be cost-shared by the City with Carthage Water & Electric Plant. The CVB will provide invoices to the City on a monthly basis advising of the hours spent on the services contemplated herein and the requested compensation for that time. In the event the aforementioned anticipated hours are exceeded and additional compensation is required, the CVB shall notify the City of hours in excess of those anticipated on the subsequently provided invoice. Any objection by the City to such additional hours or charges shall be raised within thirty (30) days of the date of the invoice or shall be deemed waived.

Payment for services rendered is due within thirty (30) days of the date of the invoice provided by the CVB.

Article III

CHANGES IN SCOPE OF SERVICES

If at any time during the course of this agreement either party desires to change the scope of services, duration, or compensation delineated above, a written request will be provided to the other party for consideration and either accepted or rejected within thirty (30) days unless an extension is agreed upon by the parties. Changes requested by the City shall be submitted to the CVB board of directors for consideration. Changes requested by the CVB shall be provided to the City Administrator to take to the City Council for consideration.

Article IV

REVIEW

PERIOD

A representative of the CVB and the City will meet quarterly to review the communication efforts of the CVB, discuss scope of work, review communication goals for the next quarter, and review any reports the CVB may provide to the City for the previous quarter. Any objections by the City to the CVB's efforts during the previous quarter must be raised at each quarterly review. Any requests by the CVB for approval, direction, specification, or documentation made at the quarterly review shall be provided by the City within thirty (30) days of the meeting unless an extension is agreed upon by the parties. Any requests by the City for information, specification, or documentation made at the quarterly review shall be provided by the CVB within thirty (30) days of the meeting unless an extension is agreed upon by the parties.

Article

V

OTHER

The City shall be responsible for periodic review and feedback to the CVB of

communication efforts. Any objections to CVB efforts not raised by the City by or at each quarterly review shall be deemed waived by the next quarter.

If either party shall fail to fulfill in timely and proper manner that party's obligations under this contract, or if either party shall violate any of the covenants, agreements, or stipulations of this contract, the other party shall have the right to terminate this contract by giving written notice to the designated agent of the other party of such termination and specifying the effective date thereof, at least ten days before the effective day of such termination. Either party may, with or without cause, terminate this contract upon 30 days prior written notice. The CVB shall be entitled to receive just and equitable compensation for any work completed prior to the termination date.

A delay to performance by either party or inability to perform due to fire, earthquake, flooding, storms or other Acts of God, strike, lockout, acts of public enemy, riot, insurrection, health pandemics, or governmental regulation of the sale or transportation of materials, supplies or labor shall be identified as a Force Majeure Delay. Neither party shall be held liable for delay caused by such conditions provided that the delayed party furnishes the other party with written notice of any such delay within ten (10) days from the commencement of any such delay and provided that the period of the Force Majeure Delay shall not exceed the period of delay caused by such event.

Attest:

Traci Cox, City Clerk
City of Carthage, Missouri

Dan Rife, Mayor
City of Carthage, Missouri

Anthea Harbin, President
Director
Carthage Convention and Visitors Bureau

Callie Myers, Executive
Carthage Convention and Visitors
Bureau

COUNCIL BILL NO. 21-28

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to execute a Contract between the City of Carthage and the Carthage Over 60 Center for services in the amount not to exceed \$21,000.00

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a Contract with the Carthage Over 60 Center for services in the amount not to exceed \$21,000.00, a copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS ____ DAY OF _____, 2021.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Budget Committee

**CONTRACT FOR SERVICES
BY AND BETWEEN
THE CARTHAGE OVER 60 CENTER INC.
AND THE CITY OF CARTHAGE, MISSOURI
A MUNICIPAL CORPORATION**

THIS AGREEMENT made and entered into this 1st day of July 2021, by and between Carthage Over 60 Center Inc., hereinafter referred to as Center and the City of Carthage, a Municipal Corporation, hereinafter referred to as City.

WHEREAS, there exists a need for a continuing provision of nutrition and support services for the senior citizens of the City of Carthage, and

WHEREAS, the parties to this contract are desirous of defining their rights and obligations in supplying said services and nutrition.

NOW THEREFORE, in consideration of the promises contained herein and in good and valuable consideration exchanged between Center and City, it is hereby agreed to, as follows:

I Center Agrees to:

- (1) Provide such nutrition services as are outlined in this contract with the Area Agency on Aging and in accordance with Federal program guidelines, with these services to be provided at the location hereinafter referred to as facility, this being the Carthage Over 60 Center, located at 404 E Third Street, Carthage, Missouri.
- (2) To employ, train and supervise such employees as it deems necessary for the operation of nutrition and support services at the facility, in accordance with current Administration on Aging requirements.
- (3) To pay for or provide payment for utilities and telephone beginning July 1, 2021 ending June 30, 2022. Said payment shall cover the total cost for all utilities and all telephone expenses at the facility.
- (4) To pay for or provide for all maintenance and janitorial services for the inside of the facility, including all inside equipment and furnishings.
- (5) To not sublet the facility, or part thereof, without written permission of City or as provided within this agreement.
- (6) To provide recreational and support services to include, but not limited to the following: regular blood pressure and eye examination clinics at the facility, dances at the facility, card playing and card tournaments at the facility, and all other such services as may be required by federal regulation and contracts.
- (7) In addition Center agrees to provide, when feasible, such other recreation and support services as may be requested by the senior persons of Carthage through the Center's Advisory Council.

II City Agrees:

- (1) To make available to Center use of the facility.
- (2) To maintain the structural soundness of the premises and maintain the outside of the building such as, but not limited to, roof, walls, doors and air conditioning

system.

- (3) To provide for and pay property insurance to cover claims for injuries caused due to the condition of City=s property.
- (4) To maintain the parking lot area including the plowing of snow from the parking area when necessary and shoveling of snow from walkways at the facility.
- (5) To provide for lawn mowing at the facility.

III City and Center Further Agree:

- (1) To recognize the duly elected Advisory Council as the formal advisory body of senior citizens in matters including the building, nutrition program, recreation and support services. The City and Center will have representatives present at regular meetings of the Advisory Council and seriously consider all requests and recommendations from this advisory group.
- (2) Scheduling of activities at the facility shall be handled in the following manner:
 - a) Center shall handle all scheduling of events and activities at the facility. Priority in scheduling will be given in the following order:
 - (1) Center sponsored senior citizen activities
 - (2) Other senior citizen activities
 - (3) City government sponsored activities
 - (4) Private group or organization activities (non-senior)
 - b) The facility shall be made available to community groups when not previously scheduled and in accordance with the priority listing in Section III, 2., (a) above. The parties involved recognize the requirement that the facility remain a community building, with priority given to senior citizens, but open to other groups.
 - c) Charges for use of the facility by non-senior private groups or activities may be levied in order for Center to defray the additional cost of utilities used by outside groups. Any such charges, as well as other rental policies, e.g., clean-up policy, hours, availability of keys, etc., shall be determined by the Advisory Council in conjunction with the City.
- (3) In consideration of the services to be rendered hereunder to the City, the City agrees to pay on behalf of the Center, a sum not to exceed twenty-one thousand dollars and no cents (\$21,000.00) appropriated by the annual budget of the City, which shall be used to pay utility costs for water, electric, sewer and gas bills monthly. Individual utility services shall be billed to the Center which in turn will be submitted to the City for payment up to the amounts indicated above. Any amounts above those indicated are to be the responsibility of the Center.

- (4) Center agrees that all persons working for Center under this Agreement shall be employees of Center and in no way shall be considered as employees of City, notwithstanding common inter-organizational interests. In this connection, should any liability arise under the Worker=s Compensation provision of the State of Missouri due to injury of an employee of Center, the same shall be the sole responsibility of Center. It is understood that Center shall indemnify and hold harmless City from any and all claims, suits, demands and actions related to the operation of Center=s programming. Notwithstanding the provisions of Missouri Law and the protection which said law provides to persons who serve as members of policy bodies responsible for the governance of not-for-profit organizations, Center, as deemed appropriate by its Advisory Council, is authorized to insure itself, its Officers, Directors and Staff, against liability claims.

IV TERM OF AGREEMENT:

This agreement shall be deemed to have taken effect July 1, 2021 and shall terminate as of June 30, 2022. This agreement shall be binding upon the parties hereto, and their successors.

CITY OF CARTHAGE

By: _____
Dan Rife,
Mayor

ATTEST:

Traci Cox, City Clerk

Carthage Over 60 Center

By: _____

COUNCIL BILL NO. 21-29

ORDINANCE NO. _____

An Ordinance authorizing utility rate adjustments for electric, water and wastewater services as recommended by the Carthage Water & Electric Plant Board.

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

SECTION I: The utility rate adjustments for electric, water and wastewater services recommended by the Carthage Water & Electric Board, which are attached hereto and incorporated herein by reference as if set forth in full, are hereby authorized to be in effect beginning July 1, 2021.

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

PASSED AND APPROVED THIS _____ DAY OF _____ 2021.

Dan Rife, MAYOR

ATTEST:

Traci Cox, CITY CLERK

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

AVAILABILITY:

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

ENERGY CHARGE:

For all kWh used per month, per kWh	\$0.09692
-------------------------------------	-----------

MONTHLY CUSTOMER CHARGE:

Residential Service (single family dwelling)	\$17.60
Residential Service (additional structures)	\$26.60

PURCHASE POWER ADJUSTMENT:

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

SPECIAL FACILITIES CHARGE:

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

PAYMENT:

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

CONDITIONS OF SERVICE:

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

Effective July 1, 2021

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

ENERGY CHARGE:

For Demand Meters:

For the first 5000 kWh used per month, per kWh	\$0.08134
For all additional kWh used per month, per kWh	\$0.07823

For Non-Demand Meters:

For the first 5000 kWh used per month, per kWh	\$0.09689
For all additional kWh used per month, per kWh	\$0.09000

MONTHLY CUSTOMER CHARGE:

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

MONTHLY DEMAND CHARGE:

For the first 6 kW of billing demand, per kW:	No Charge
Over 6 kW of billing demand, per kW:	\$7.90

PURCHASE POWER ADJUSTMENT:

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

SPECIAL FACILITIES CHARGE:

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

PAYMENT:

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

CONDITIONS OF SERVICE:

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

Effective July 1, 2021

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

AVAILABILITY:

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

ENERGY CHARGE:

For the first 200,000 of kWh used per month, per kWh	\$0.06656
For the next 300,000 kWh used per month, per kWh	\$0.05516
For all additional kWh used per month, per kWh	\$0.05216

MONTHLY DEMAND CHARGE:

Per kW of billing demand	\$8.19
--------------------------	--------

MONTHLY CUSTOMER CHARGE:

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

PURCHASE POWER ADJUSTMENT:

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

SPECIAL FACILITIES CHARGE:

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

PAYMENT:

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

CONDITIONS OF SERVICE:

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

Effective July 1, 2021

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

ENERGY CHARGE:

For Demand Meters:

For the first 5000 kWh used per month, per kWh	\$0.05694
For all additional kWh used per month, per kWh	\$0.05476

For Non-Demand Meters:

For the first 5000 kWh used per month, per kWh	\$0.06782
For all additional kWh used per month, per kWh	\$0.06300

MONTHLY CUSTOMER CHARGE:

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

MONTHLY DEMAND CHARGE:

For the first 6 kW of billing demand, per kW:	No Charge
Over 6 kW of billing demand, per kW:	\$5.53

PURCHASE POWER ADJUSTMENT:

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

PAYMENT:

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

CONDITIONS OF SERVICE:

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

Effective July 1, 2021

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

ENERGY CHARGE:

All kWh used per month, per kWh	\$0.04304
---------------------------------	-----------

MONTHLY CUSTOMER CHARGE:

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

PURCHASE POWER ADJUSTMENT:

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

SPECIAL FACILITIES CHARGE:

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

PAYMENT:

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

CONDITIONS OF SERVICE:

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

Effective July 1, 2021

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

AVAILABILITY:

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

UNIT CHARGE:

53 LED, 60 LED, 66 LED, 70 LED, & 175 MVL Watt fixture, metered, monthly charge	\$3.70
53 LED, 60 LED, 66 LED, 70 LED, 100 HPS, 150 HPS & 175 MVL Watt fixture, unmetered, monthly charge	\$9.41
100 LED, 120 LED, 250 HPS & 400 MVL Watt fixture, metered, monthly charge	\$7.53
100 LED, 120 LED, 250 HPS & 400 MVL Watt fixture, unmetered, monthly charge	\$18.76
105 Watt Flood, metered, monthly charge	\$9.75
105 Watt Flood, unmetered, monthly charge	\$13.43
185 Watt Flood, metered, monthly charge	\$11.85
185 Watt Flood, unmetered, monthly charge	\$15.80
390 Watt Flood, metered, monthly charge	\$12.11
390 Watt Flood, unmetered, monthly charge	\$20.27

POLE INSTALLATION CHARGE:

Installation of new pole when lighting unit requires a new pole	\$91.00
---	---------

PAYMENT:

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

CONDITIONS OF SERVICE:

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

Effective July 1, 2021

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

AVAILABILITY:

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

UNIT CHARGE:

53 LED, 60 LED, 66 LED, 70 LED, & 175 MVL Watt fixture, metered, monthly charge @ \$3.70, discounted 30%	\$2.59
53 LED, 60 LED, 66 LED, 70 LED, 100 HPS, 150 HPS, unmetered, monthly charge @ \$9.41, discounted 30%	\$6.59
100 LED, 120 LED, metered, monthly charge @ \$7.53, discounted 30%	\$5.27
100 LED, 120 LED, 250 HPS & 400 MVL Watt fixture, unmetered, monthly charge @ \$18.76, discounted 30%	\$13.13
105 Watt Flood, metered, monthly charge @ \$9.75 discounted 30%	\$6.83
105 Watt Flood, unmetered, monthly charge @ \$13.43, discounted 30%	\$9.40
185 Watt Flood, metered, monthly charge @ \$11.85, discounted 30%	\$8.30
185 Watt Flood, unmetered, monthly charge @ \$15.80, discounted 30%	\$11.06
390 Watt Flood, metered, monthly charge @ 12.11, discounted 30%	\$8.48
390 Watt Flood, unmetered, monthly charge @ \$20.27, discounted 30%	\$14.19

POLE INSTALLATION CHARGE:

Installation of new pole when lighting unit requires new pole @ \$91, discounted 30%	\$63.70
--	---------

PAYMENT:

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

CONDITIONS OF SERVICE:

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

Effective July 1, 2021

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

AVAILABILITY:

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

ENERGY CHARGE:

For the first 5000 kWh used per month, per kWh	\$0.08134
For all additional kWh used per month, per kWh	\$0.07823

MONTHLY DEMAND CHARGE:

For all KW of billing demand, per KW	No Charge
--------------------------------------	-----------

MONTHLY CUSTOMER CHARGE:

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

PURCHASE POWER ADJUSTMENT:

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

SPECIAL FACILITIES CHARGE:

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

PAYMENT:

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

CONDITIONS OF SERVICE:

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

Effective July 1, 2021

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

AVAILABILITY:

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

ENERGY CHARGE:

For the first 5000 kWh used per month, per kWh	\$0.05694
For all additional kWh used per month, per kWh	\$0.05476

MONTHLY DEMAND CHARGE:

For all KW of billing demand, per KW	No charge
--------------------------------------	-----------

MONTHLY CUSTOMER CHARGE:

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

PURCHASE POWER ADJUSTMENT:

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

SPECIAL FACILITIES CHARGE:

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

PAYMENT:

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

CONDITIONS OF SERVICE:

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

Effective July 1, 2021

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

AVAILABILITY:

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

ENERGY CHARGE:

For the first 100 kWh used per month, per kWh	\$0.22330
For all additional kWh used per month, per kWh	\$0.15430

MONTHLY CUSTOMER CHARGE:

Single-Phase service	\$19.02
----------------------	---------

SETUP CHARGE:

Temporary electric service setup charge	\$75.00
---	---------

PURCHASE POWER ADJUSTMENT:

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

SPECIAL FACILITIES CHARGE:

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

PAYMENT:

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

CONDITIONS OF SERVICE:

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

Effective July 1, 2021

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

AVAILABILITY:

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

NEW RATE:

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

MINIMUM MONTHLY BILL:

The minimum bill shall be the Billing Demand.

PAYMENT:

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

CONDITIONS OF SERVICE:

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

Effective January 1, 1994

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

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

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

Where:

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

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

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

Effective July 1, 2019

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

AVAILABILITY:

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

NET RATE:

Per Gallon	\$0.00365
------------	-----------

MONTHLY CUSTOMER CHARGE:

Residential Customer Charge	\$11.00
-----------------------------	---------

SPECIAL FACILITIES CHARGE:

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

PAYMENT:

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

CONDITIONS OF SERVICE:

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

Effective July 1, 2021

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

AVAILABILITY:

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

NET RATE:

Per Gallon	\$0.00369
------------	-----------

MONTHLY CUSTOMER CHARGE:

Commercial Customer Charge	\$25.00
----------------------------	---------

SPECIAL FACILITIES CHARGE:

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

PAYMENT:

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

CONDITIONS OF SERVICE:

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

Effective July 1, 2021

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

APPLICABILITY:

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

NET RATE:

Per Gallon	\$0.00277
------------	-----------

MONTHLY CUSTOMER CHARGE:

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

5/8" meter	\$18.50	3" meter	\$29.90
1" meter	\$20.30	4" meter	\$34.60
1 1/2" meter	\$22.70	6" meter	\$44.20
2" meter	\$25.10		

SPECIAL FACILITIES CHARGE:

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

PAYMENT:

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

CONDITIONS OF SERVICE:

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

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

Up to 1,500 sq ft dwelling	\$25.69
1,500 to 2,500 sq ft dwelling	\$33.06
Over 2,500 sq ft dwelling	\$38.59

Effective July 1, 2021

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

APPLICABILITY:

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

NET RATE:

Per Gallon \$0.00289

MONTHLY CUSTOMER CHARGE:

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

5/8" meter	\$18.50	3" meter	\$29.90
1" meter	\$20.30	4" meter	\$34.60
1 1/2" meter	\$22.70	6" meter	\$44.20
2" meter	\$25.10		

SPECIAL FACILITIES CHARGE:

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

EXTRA STRENGTH CHARGES (IF APPLICABLE):

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

PAYMENT:

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

CONDITIONS OF SERVICE:

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

PERMITS REQUIRED:

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

Effective July 1, 2021

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

APPLICATION:

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

RATE:

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

Effective January 1, 1994

**CARTHAGE WATER & ELECTRIC PLANT
SERVICE CHARGES**

SERVICE PERFORMED:

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

WATER AND WASTEWATER SERVICES

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

Effective July 1, 2019

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

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

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

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

Effective July 1, 1994

Updated August 21, 2003

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

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

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

Enacted September 1, 1992

Updated September 1, 2006

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

Purpose:

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

Definitions:

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

Availability:

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

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

Applicability:

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

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

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

Monthly Incentive Credit:

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

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

Termination:

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

Effective July 1, 2019

COUNCIL BILL NO. 21-30

ORDINANCE NO. _____

An Ordinance extending the current contract with Anderson Engineering, Inc. to include a new term from July 1, 2021 to June 30, 2023.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to extend the current contract with Anderson Engineering to include a new contractual term effective July 1, 2021 through June 30, 2023, a copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

Sponsored by: Public Works Committee

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Contract, made and entered into this _____ day of _____ 2021, by and between the City of Carthage, Missouri ("City"), and Anderson Engineering, Inc., ("Engineer");

WITNESSETH: THAT WHEREAS, the City desires to employ Engineer to provide City Engineering services from July 1, 2021 to June 30, 2023 and,

WHEREAS, Engineer, a professional engineering firm, possesses the experience to perform these services;

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter for engineering services, the parties hereto do hereby agree as follows:

1. RESPONSIBILITY OF ENGINEER: The City and Engineer agree to the following provisions in relation to Basic Services that Engineer will provide to the City. Additionally, Engineer will maintain an office in Carthage, Missouri, staffed by a Missouri Licensed Professional Engineer(s), chosen by Engineer. Staffing and hours of operations of the office will be established between Engineer and the City based on the needs and requirements of the City for on-going engineering support and the evaluation by Engineer of providing said services.

2. BASIC SERVICES: The City agrees to engage the services of Engineer and Engineer agrees to perform the services set forth in this contract and any corresponding attached Addendum(s). Engineer's Basic Services will include, but not be limited to:

- preparation of all plans, specifications, cost estimates, contract documents, and construction inspection on public improvement projects authorized by the City;
- offer suggestions on public improvements;
- confer with the City on requests on such engineering problems as may arise and provide oral and written advise on same;
- coordinate all consulting engineers and architects engaged by the City during the term of the contract;
- assist in the supervision of the planning functions of the City knowing the City is seeking to have a pro-active approach to planning rather than a reactive approach to problems as they occur;
- be responsible for issuing professional opinions and certifying the same with its seal;
- supervise the preparation of project budgets and estimates of probable costs on public improvement projects;
- function in the capacity as the City Engineer for daily engineering concerns
- general consulting assistance (including capital improvement planning);
- attending city meetings and public hearings (when required by the City);
- participating in regulatory negotiations;
- providing project site visits;
- any other non-design related work whether or not such services are fully defined or identified.

With approval of the City, these Basic Services will be billed on a time and material basis unless specifically and mutually agreed to in writing by both the City and Engineer. These charges shall be according to the Professional Rate Schedule attached to this Contract, designated as Carthage Fee Schedule #2021-23. Upon request of the City, the Engineer will designate the time required for each function as billed under said rate schedule.

3. TERM AND ANNUAL REVIEW: The term of this contract shall be as stated herein. The City's designated representative and Engineer shall meet annually to review the performance of Engineer under the terms of this contract. Upon completion of this annual

review, both parties may mutually agree to renew the agreement for an additional two-year increment.

4. TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party. This contract may be terminated by the City for its convenience upon thirty (30) days prior written notice to the Engineer. In the event of termination, as provided in this section, the Engineer shall be paid as compensation in full for services performed to the date of that termination, an amount calculated in accordance with Section 19 of this contract. Such amount shall be paid by the City upon the Engineer's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and that other information and materials as may have been accumulated by the Engineer in performing the services included in this contract, whether completed or in progress.

5. FORCE MAJEURE: Neither party shall be liable for its failure to perform acts required under this Contract in the event that either party is delayed or hindered in or prevented from the performance of such acts by reason of strikes, lockouts, labor troubles, inability to procure materials, land acquisition difficulties, failure of power, restrictive governmental laws or regulations, riots, insurrections, war or other reason of a like nature not the fault of the party delayed in performing acts required under the terms of this Contract.

6. CITY'S RESPONSIBILITIES: The City shall timely furnish, at the City's expense, all information, requirements, reports, data, computer data files, survey field notes, surveys and instructions which pertain to completion of the Basic Services described above. Engineer may use such information, requirements, reports, data, surveys and instruction in performing its services and may reasonably rely upon the accuracy and completeness of all information furnished by or on behalf of the City without need for verification, unless specifically requested by the City.

7. CITY OWNERSHIP OF PLANS, REPORTS, WORK PRODUCT: The City shall retain ownership of all plans, reports, and other work products prepared by the Engineer as a result of work done on behalf of the City so long as the Engineer has been paid for such work in accordance with the terms of this agreement.

8. AUTHORIZED PROJECT REPRESENTATIVES: The City and Engineer have designated the following specific individuals to act as City's and Engineer's representatives with respect to the services performed under this contract. These individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

CITY'S REPRESENTATIVE
Director of Public Works
623 E. 7th Street
Carthage, MO 64836

ENGINEER'S REPRESENTATIVE
Jason Eckhart, PE
1745 S. Garrison
Carthage, MO 64836

During the term of this contract the City shall have the right to request that representative be replaced as a result of incompatibility or dissatisfaction with said representative. When, and if, such request is made in writing, specifying the reasons therefore, Engineer shall comply with such request within a reasonable time. Engineer will be given a reasonable amount of time to comply and shall supply the services included in this contract with interim qualified personnel while a search for a replacement is being pursued.

9. DOCUMENT REVIEW: When requested, Engineer will review and provide written response on:

- Legal Descriptions for City Boundaries, annexations, easements and other public property documents.
- Developer submittals for subdivision plats and improvements.
- Plans and specifications prior to the issuance of City building permits.
- Plans and specifications for City construction contracts.
- Technical content of inter-municipal agreements for capital improvements, maintenance, scheduling, or other infrastructure matters, with the City Attorney.

10. MEETING ATTENDANCE: Engineer, will attend meetings as requested, including regularly scheduled City Council Meetings. An Engineer representative will provide technical assistance at meetings on matters that require a Professional opinion, project change orders, project pay requisitions, etc.

11. STUDIES AND RECOMMENDATIONS: At City's request, Engineer may perform minor studies and develop recommendation for the City on matters relating, but not limited to, storm drainage improvements and corrections, water and sewer line extensions, street programs, and other City identified needs as specified by the City. These may be separated into Addendum(s) to this contract and a separate price determined therefore. Engineer will provide services to develop, monitor and administer any Capital Improvement budgeted by the City. Any of the Capital Improvements may be separated into an addendum to this contract and a separate price determined therefore. When, or if, in the opinion of Engineer, the requested study requires other technical abilities or more personnel than is available at the office specified in this contract, Engineer shall so notify the City. If needed, a separate proposal for the work will be prepared and submitted for approval by the City.

12. CITY CODE ENFORCEMENT: Engineer will provide support as requested to the Code Enforcement Officer.

13. ZONING REVIEW: Engineer will perform such planning and zoning functions as requested by the City.

14. BUILDING SAFETY AND CONDEMNATION:

Engineer, when requested, will perform inspections of buildings for structural integrity and habitability and provide a written report which will result in notice to property owners indicating required remedies and time allotted for such repairs or demolition. Engineer will attend hearings, and communicate with appropriate City Officials concerning such incidents.

15. PAYMENT FOR SERVICES RENDERED: Compensation for services shall be at the current hourly rates according to the Professional Rate Schedule attached to this contract. All Reimbursable Expenses (out-of-pocket expenses, such as printing, blueprinting, travel expenses, lodging, mileage, long distance phone charges, delivery charges, etc.) and sub-consultant costs will be invoiced in addition to the compensation set forth heretofore. Applicable mileage and meal charges will be paid by the City in the event Engineer is requested to attend out of town meeting, seminars, etc., on behalf of the City. Reimbursable expense and sub-consultant costs will be invoiced at actual cost. Invoices will be processed and submitted for payment monthly. Engineer agrees to keep sufficient records of time spent on services for the City. Such records shall include a record of which division of City used said services.

16. ASSIGNMENT: Neither party to this Contract shall transfer, sublet or assign any rights or interest in this Contract (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by Engineer shall not be considered an assignment for

purpose of this Contract.

17. LIABILITY AND INDEMNITY: The parties mutually agree to the following: In no event shall the City be liable to Engineer for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract. The Engineer shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer's (or any of Engineer's subcontractors') violation of statutory law, misrepresentation, copyright infringement, breach of contract, professional negligence, or ordinary negligence in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing. Engineer shall indemnify and hold the City harmless from all wages or overtime compensation due to its employees in rendering services pursuant to this contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

18. INSURANCE: The Engineer shall secure and maintain the following insurance policies: Worker's Compensation Insurance for all of its employees to be engaged in work under this contract, in the amount required by statute.

General Commercial Liability Insurance in an amount not less than \$2,000,000.00 for all claims arising out of a single occurrence and \$1,000,000.00 for any one person in a single accident or occurrence as set forth in RSMo Section 537.610 and as it may be hereafter amended from time to time, except for those claims governed by the provisions of the Missouri Workers' Compensation Law, Chapter 287, RSMo. Coverage shall include contractual liability, and independent contractor liability.

Automobile Liability Insurance in an amount not less than \$1,000,000.00 for all claims arising out of a single occurrence. Coverage shall include all owned autos, non-owned autos, and hired autos.

Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of \$3,000,000.00 per claim and \$5,000,000.00 aggregate and its terms shall be subject to the approval of the City. This policy shall remain in full force and effect for a period of one (1) year after completion and acceptance by the City of the construction of the project.

Notice. The Engineer shall furnish the City prior to beginning the work; satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified, or non-renewed without thirty (30) days written notice to the City.

19. NOTICES: All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to the City and Engineer at the address shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

PASSED AND APPROVED by the City Council of the City of Carthage, Missouri this _____
day of _____, 20__.

CITY OF CARTHAGE, MISSOURI

MAYOR

ATTEST:

CITY CLERK

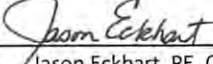
ANDERSON ENGINEERING, INC.



JASON ECKHART, PE
CHAIRMAN

CARTHAGE FEE SCHEDULE

THIS SCHEDULE IS PREPARED AS A METHOD OF CHARGING FOR SERVICES ON A UNIT AND HOURLY BASIS. THE RATES ARE BASED UPON THE SKILL AND KNOWLEDGE OF OUR PERSONNEL. INVOICES WILL BE SUBMITTED MONTHLY AND/OR UPON COMPLETION OF SERVICES. PAYMENT IS DUE ON RECEIPT OF THE INVOICE. ACCOUNTS OVER FORTY-FIVE DAYS ARE SUBJECT TO A 1 1/2% MONTHLY SERVICE CHARGE. SERVICES WILL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARD METHODS UTILIZING PROPERLY TRAINED, REGISTERED, LICENSED, OR CERTIFIED PERSONNEL AS REQUIRED. HOWEVER, WE CANNOT ASSUME RESPONSIBILITY FOR CONSTRUCTION METHODS, MATERIALS, PROCEDURES, PRODUCTS, OR ACTIONS OF OTHERS.

ANDERSON ENGINEERING, INC., BY  EFFECTIVE: 7/1/2021 THRU 6/30/2023
Jason Eckhart, PE, Chairman

BASIC CHARGES

PERSONNEL (HOURLY RATES):

PRINCIPAL	\$ 175.00
PRINCIPAL ENGINEER	\$ 160.00
ENGINEERING MANAGER	\$ 157.00
PROJECT MANAGER	\$ 142.00
PROJECT ENGINEER	\$ 126.00
ASSOCIATE ENGINEER	\$ 106.00
DESIGN ENGINEER	\$ 85.00
PROJECT DESIGNER	\$ 112.00
SENIOR DESIGNER	\$ 100.00
DESIGNER III	\$ 83.00
DESIGNER II	\$ 75.00
DESIGNER	\$ 67.00
PROJECT COORDINATOR	\$ 80.00
PROJECT COORDINATOR ASSISTANT	\$ 52.00
PRINCIPAL SURVEYOR	\$ 157.00
SURVEY MANAGER	\$ 134.00
PROJECT SURVEYOR	\$ 105.00
ASSOCIATE SURVEYOR	\$ 88.00
LAB MANAGER	\$ 113.00
TECHNICIAN IV - SURVEY/LAB SPECIAL	\$ 84.00
TECHNICIAN III - SURVEY/SENIOR LAB	\$ 69.00
TECHNICIAN IIS - SURVEY	\$ 58.00

TECHNICIAN II - LAB	\$ 50.00
TECHNICIAN I - SURVEY/LAB AIDE	\$ 41.50
ENVIRONMENTAL SPECIALIST II	\$ 105.00
ENVIRONMENTAL SPECIALIST I	\$ 84.00
ONE MAN SURVEY CREW	\$ 100.00
TWO MAN SURVEY CREW	\$ 126.00
THREE MAN SURVEY CREW	\$ 168.00
FOUR MAN SURVEY CREW	\$ 209.50
GIS DIRECTOR	\$ 131.00
GIS MANAGER	\$ 109.00
GIS ANALYST	\$ 100.00
GIS SPECIALIST	\$ 84.00
GIS TECHNICIAN	\$ 71.00
IBC FIRESTOP INSPECTOR	\$ 84.00
DRILLING COORDINATOR	\$ 112.00
PROJECT REPRESENTATIVE III	\$ 84.00
PROJECT REPRESENTATIVE II	\$ 71.50
PROJECT REPRESENTATIVE I	\$ 60.00
STRUCTURAL STEEL INSPECTOR	\$ 84.00
AWS CERTIFIED WELD INSPECTOR	\$ 84.00
PARTICLE & DYE TESTING - LEVEL II	\$ 80.00
ADMINISTRATIVE ASSISTANT	\$ 42.00

EXPENSES & EQUIPMENT CHARGES:

VEHICLE (3/4 TON OR LESS)	\$ 0.70 /MILE
VEHICLE (SUBURBAN & 1 TON)	\$ 0.80 /MILE
WATER TRUCK PER DAY	\$ 81.00 /DAY
WATER TRUCK PER MILE	\$ 0.77 /MILE
LIDAR SCANNER	\$ 500.00 /DAY

MOBILE LIDAR \$ 1,000.00 /MILE (\$5,000 MIN)

GPS	\$ 303.50 /DAY
ROBOTIC TOTAL STATION	\$ 281.00 /DAY
DRONE	\$ 447.50 /DAY
COPIES	\$ 0.16 EACH
PRINTING PLANS	\$ 0.56 /SF + TECH TIME

REIMBURSABLES

COST PLUS 15% - TRAVEL EXPENSES (INCLUDING MEALS & LODGING) OUTSIDE PRINTING, CONSUMABLE MATERIALS, AND SUBCONTRACTOR EXPENSES.

MINIMUM CHARGE

THERE IS A MINIMUM CHARGE OF 2 HOURS OF TECHNICIAN TIME PER JOB SITE VISIT, EXCEPT FOR CONCRETE CYLINDER AND SAMPLE PICKUP

OVERTIME (OVER 8 HOURS PER DAY OR SATURDAY, SUNDAY, AND HOLIDAY WORK) – 1.5 TIMES THE HOURLY RATE

HOURLY RATES - APPLY TO MEETING AND TRAVEL TIME, INCLUDING CONCRETE CYLINDER PICK-UP, FOR ALL PERSONNEL

DEPOSITION OR COURT TESTIMONY – 1.5 TIMES THE HOURLY RATE

HAZARDOUS OPERATION CHARGE:

FOR LEVEL C: 1.5 TIMES THE BASIC CHARGE; FOR LEVEL A & B: 2 TIMES THE BASIC CHARGES

FIELD TESTING AND INSPECTION CHARGES:

FIELD DENSITY (COMPACTION TEST)	BASIC CHARGES + \$	9.50 /EACH
CONE PENETROMETER	BASIC CHARGES + \$	18.00 /EACH
FLOOR FLATNESS EQUIPMENT	BASIC CHARGES + \$	297.00 /EACH
DYNAMIC CONE PENETROMETER	BASIC CHARGES + \$	29.50 /EACH
CORING EQUIPMENT CHARGES	BASIC CHARGES + \$	118.50 /DAY
MAGNESIUM STRAIGHT EDGE	BASIC CHARGES + \$	52.50 /DAY
ROLLING STRAIGHT EDGE	BASIC CHARGES + \$	236.50 /DAY

LABORATORY TEST CHARGES:**AGGREGATES (ASTM)**

	UNIT CHARGE
L.A. ABRASION, SMALL AGG. (C131)	\$ 151.00
L.A. ABRASION, LARGE AGG. (C535)	\$ 184.00
SULFATE SOUNDNESS TEST (C88): 5-CYCLE	\$ 254.00
SULFATE SOUNDNESS TEST (C88): 10-CYCLE	\$ 354.00
SULFATE SOUNDNESS TEST (C88): 20-CYCLE	\$ 500.00
SIEVE ANALYSIS, DRY AGG. (C136)	\$ 62.00
SIEVE ANALYSIS (C117)	\$ 75.50
SIEVE ANALYSIS (C117, C136)	\$ 93.50
SPECIFIC GRAVITY, FINE AGG. (C128)	\$ 68.50
SPECIFIC GRAVITY, COARSE AGG. (C127)	\$ 68.50
LIGHTWEIGHT PIECES IN AGG. (C123)	\$ 106.00
ORGANIC IMPURITIES (C40)	\$ 62.00
FLAT & ELONGATED PIECES (D4791)	\$ 93.50
DELETERIOUS MATLS (MODOT TM71)	\$ 82.00
CLAY LUMPS & FRIABLE PARTICLES (C142)	\$ 101.00
DRY RODDED UNIT WEIGHT (C29)	\$ 44.00

MASONRY TESTS (ASTM)

COMPRESSIVE STRENGTH 4" BLOCK	\$ 30.50
COMPRESSIVE STRENGTH 6" BLOCK	\$ 38.00
COMPRESSIVE STRENGTH 8" BLOCK	\$ 52.50
COMPRESSIVE STRENGTH 12" BLOCK	\$ 87.00
COMPRESSIVE STRENGTH MORT/GR CUBE	\$ 14.50
GROUT PRISM	\$ 14.50
MORTAR CYLINDER (2" X 4")	\$ 14.50
ABSORPTION, MASONRY BLOCK	\$ 50.50
LINEAR SHRINKAGE (SET OF 3)	\$ 379.00

BITUMINOUS TESTING

ASPHALT CONTENT	\$ 113.50
ASPHALT CONTENT & AGG. GRADATION	\$ 189.00
SIEVE ANALYSIS EXTRACTION	\$ 93.50
MARSHALL TEST, FIELD - 3 PUCKS	\$ 93.50
MARSHALL TEST, LAB - 3 PUCKS	\$ 138.50
RETAINED STABILITY	\$ 214.00
ASPHALT CORE DENSITY, EACH	\$ 30.50
THEORETICAL MAX. DENSITY	\$ 151.00

CONCRETE/ROCK CORE

CORE TRIM & TEST	\$ 50.25
THICKNESS (AASHTO T148/ASTM C174)	\$ 28.50

SOIL TESTS (ASTM)

	UNIT CHARGE
ATTERBERG LIMITS (D4318)	\$ 68.50
SWELL TEST, 1/16 TSF (D4546)	\$ 184.00
SWELL PRESSURE (D4546)	\$ 347.50
SHRINKAGE LIMIT (D4643)	\$ 68.50
MOISTURE CONTENT (2216)	\$ 7.50
SIEVE + HYDROMETER	\$ 170.00
HYDROMETER ONLY (D422)	\$ 93.50
USCS CLASSIFICATION	\$ 31.50
PERCENT PASSING #200	\$ 50.50
SPECIFIC GRAVITY (D845)	\$ 87.00
UNCONFINED COMPRESSION	\$ 60.00
UNCONFINED/TRIAxIAL, REMOLDED	\$ 93.50
TRIAxIAL TEST, PP, CU w/PP /POINT	\$ 368.50
ORGANIC MATTER (D2974-C)	\$ 62.00
PENETROMETER	\$ 5.50
SAMPLE PREP, PER HOUR	\$ 60.00
SHELBY TUBE DENSITY	\$ 38.00
RESISTIVITY, 1 POINT	\$ 73.50
RESISTIVITY, MINIMUM	\$ 84.00
PERMEABILITY, FALLING HEAD	\$ 453.50
PERMEABILITY, FLEXIBLE WALL	\$ 428.50
PERMEABILITY CONSOLIDATION TEST	\$ 189.00
CONSOLIDATION TEST, TO 8 TSF	\$ 480.00
CONSOLIDATION TEST, >8 TSF	\$ 62.00
CALIFORNIA BEARING RATIO, LAB, /PNT	\$ 126.00
Ph	\$ 62.00

LABORATORY COMPACTION TESTS

MOISTURE DENSITY RELATIONSHIP	
STD. PROCTOR (D698), MTH. A & B	\$ 181.50
STD. PROCTOR (D698), MTH. C	\$ 214.00
STD. PROCTOR (D698), 1 POINT	\$ 64.00
MOD. PROCTOR (D1557), MTH. A & B	\$ 221.50
MOD. PROCTOR (D1557), MTH. C	\$ 299.50
MOD. PROCTOR (D1557), 1 POINT	\$ 70.50
RELATIVE DENSITY	\$ 454.50

CONCRETE TESTING

4" X 8" OR 6" X 12" TEST MOLD	\$ 2.25
6" X 12" CYLINDER, TESTED AND MOLD	\$ 17.25
4" X 8" CYLINDER, TESTED AND MOLD	\$ 12.25
SAW CONCRETE CYLINDER	\$ 29.75
BEAM FLEXURAL STRENGTH	\$ 42.00
CONCRETE BEAM, NOT TESTED	\$ 23.75
SAMPLE PREP, CLIENT MADE (5 CYLS.)	\$ 31.50



DRILLING SERVICES CHARGES:

ENGINEER, STANDBY TIME, STAKEOUT CREW & OFFICE PERSONNEL	BASIC CHARGES
MILEAGE - CME 55 RIGS (\$100 MINIMUM)	\$ 2.89 /MILE
MILEAGE - CME 75 RIGS (\$100 MINIMUM)	\$ 3.27 /MILE
MILEAGE - CME 550 RIGS (\$150 MINIMUM)	\$ 3.27 /MILE
CME 55 DRILL RIG AND TWO MAN CREW	\$ 211.00 /HOUR
CME 75 DRILL RIG AND TWO MAN CREW	\$ 245.50 /HOUR
CME 550 DRILL RIG AND TWO MAN CREW	\$ 245.50 /HOUR
CORE BIT CHARGE	\$ 6.92 /FOOT
ROCK CORE SET UP	\$ 86.05 /BORING
DECONTAMINATION EQUIPMENT	\$ 167.00 /DAY
GROUT MACHINE	\$ 278.50 /DAY
PLUG & BACKFILL BORINGS (UP TO 20 FT. DEPTH)	\$ 13.00 /EACH
ALL-TERRAIN DRILL RIG RENTAL SURCHARGE	\$ 334.00 /DAY
CME 55 EQUIPMENT RENTAL SURCHARGE	\$ 184.00 /DAY
CME 75 EQUIPMENT RENTAL SURCHARGE	\$ 236.50 /DAY
WATER TRUCK TANK & EQUIPMENT SURCHARGE	\$ 89.50 /DAY
RESISTIVITY, FIELD TESTING, EQUIPMENT	\$ 289.00 /DAY
DOWNHOLE, CAMERA, ROCK CORE	\$ 131.50 /DAY
MINIMUM DRILLING CHARGE	\$ 2,000.00 /DAY

DRILLING ITEM:

		<u>DEPTH:</u>				
		<u>0' TO 20'</u>	<u>20' TO 40'</u>	<u>40' TO 60'</u>	<u>60' TO 100'</u>	<u>100' TO 150'</u>
SOIL OVERBURDEN, 4 IN. AUGER	\$	9.20	\$ 10.25	\$ 11.35	\$ 12.70	\$ -
SOIL OVERBURDEN, 6 IN. HS AUGER	\$	11.10	\$ 12.70	\$ 13.75	\$ 15.40	\$ -
SOIL OVERBURDEN, 8 IN. HS AUGER	\$	11.90	\$ 13.75	\$ 16.75	\$ 19.50	\$ -
SOIL OVERBURDEN, 10 IN. HS AUGER	\$	12.70	\$ 19.50	\$ -	\$ -	\$ -
SOIL OVERBURDEN, 12 IN. HS AUGER	\$	15.40	\$ 23.60	\$ -	\$ -	\$ -
ROCK PENETRATION	\$	34.35	\$ 38.40	\$ 40.85	\$ 47.55	\$ 70.10
NQ CORING	\$	44.65	\$ 47.55	\$ 53.55	\$ 61.65	\$ -
STANDARD PENETRATION TEST	\$	25.40	\$ 31.60	\$ 38.70	\$ 44.65	\$ -
3IN. SHELBY TUBES	\$	31.60	\$ 38.70	\$ 44.65	\$ 51.40	\$ -

NOTE: A HIGHER PRICE WILL APPLY WHEN THERE IS AN INCREASED RISK OF LOSING AUGERS OR BREAKING CORE BARRELS.



COUNCIL BILL NO. 21-31

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into an agreement with Sprouls Construction for street and storm water improvements on Hazel Ave. between George E Phelps and Missouri Highway HH in the amount of \$470,093.50 in the City of Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into an agreement with Sprouls Construction for street and storm water improvements on Hazel Ave. between George E Phelps and Missouri Highway HH in the amount of \$470,093.50 in the City of Carthage, Missouri, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

Sponsored by: Public Works Committee

June 3, 2021

Mr. Zeb Carney
Director of Public Works
623 East 7th Street
Carthage, MO 64836

RE: Hazel Street Roadway Improvements
Carthage, Missouri

Dear Mr. Carney:

The bids for the above referenced project have been reviewed and tabulated. It is the recommendation of this office to accept the bid from Sprouls Construction Co., Inc. of Lamar, Missouri in the amount of \$470,093.50.

Attached is a copy of the bid tab for your review.

Sincerely,



Sean Matlock, P.E.

cc: Sprouls Construction Co., Inc.

BID TABULATION
HAZEL STREET ROADWAY IMPROVEMENTS
CARTHAGE, MISSOURI

Bid Opening: June 2, 2021 @ 10 a.m.

SPROULS CONSTRUCTION, INC.
397 W. DD HWY.
LAMAR, MO 64759

SECTION 1 - ROADWAY

Item No.	Description	No. Units	Unit	Unit Price	Extended Total
2022010	REMOVAL OF IMPROVEMENTS	1	LS	\$ 30,000.00	\$ 30,000.00
2051010	MODIFIED SUBGRADE	5768	SY	\$ 12.00	\$ 69,216.00
2063000	CLASS 3 EXCAVATION	41	CY	\$ 15.00	\$ 615.00
2063300	CLASS 4 EXCAVATION	2	CY	\$ 50.00	\$ 100.00
2071000	LINEAR GRADING, CLASS 1	14.3	STA.	\$ 1,500.00	\$ 21,450.00
2121000A	SUBGRADING AND SHOULDERING, CLASS 1	5	FT	\$ 3,000.00	\$ 15,000.00
3049905	MISC. - TYPE 5 AGGREGATE BASE, 7.5 INCHES THICK	5673	SY	\$ 15.00	\$ 85,093.50
3049905(1)	MISC. - TYPE 5 AGGREGATE BASE, 5.5 INCHES THICK	95.4	SY	\$ 12.00	\$ 1,144.80
4039905	MISC. - 4 IN. FIBER REINFORCED ASPHALTIC PAVEMENT (PG64-22, BP-1)	5673	SY	\$ 18.00	\$ 102,112.20
6044011	PIPE COLLAR, TYPE A	1	EA	\$ 3,500.00	\$ 3,500.00
6046018A	18" SLOTTED DRAIN	40	LF	\$ 225.00	\$ 9,000.00
6099903	MISC. - CONCRETE CURB & GUTTER, 2.5 FT., 6" CURB	286	LF	\$ 30.00	\$ 8,580.00
6161005	CONSTRUCTION SIGNS	253	SF	\$ 10.00	\$ 2,530.00
6161008	ADVANCE WARNING RAIL SYSTEM	3	EA	\$ 110.00	\$ 330.00
6161010	RELOCATED SIGNS	29	SF	\$ 25.00	\$ 725.00
6161025	CHANNELIZER, TRIM LINE	52	EA	\$ 25.00	\$ 1,300.00
6161030	TYPE III MOVEABLE BARRICADE	23	EA	\$ 210.00	\$ 4,830.00
6161099	CHANGEABLE MESSAGE SIGN WITH COMMUNICATION INTERFACE, CONTRACT	2	EA	\$ 3,600.00	\$ 7,200.00
6181000	MOBILIZATION	1	LS	\$ 70,000.00	\$ 70,000.00
6181020	ADDITIONAL MOBILIZATION FOR SEEDING	2	EA	\$ 1,500.00	\$ 3,000.00
6200021	PREFORMED THERMOPLASTIC PAVEMENT MARKING, LEFT/RIGHT ARROW	5	EA	\$ 440.00	\$ 2,200.00
6206000C	4" WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE "P" BEADS	3024	LF	\$ 1.00	\$ 3,024.00
6206001C	4" YELLOW STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE "P" BEADS	3827	LF	\$ 1.00	\$ 3,827.00
6206125A	24" YELLOW STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE "P" BEADS	30	LF	\$ 8.50	\$ 255.00
6274000	CONTRACTOR FURNISHED SURVEYING AND STAKING	1	LS	\$ 4,000.00	\$ 4,000.00
7261018	18" PIPE, GROUP A	171	LF	\$ 65.00	\$ 11,115.00
7339903	MISC. - PRECAST 4 FT. X 1 FT. BOX CULVERT EXTENSION	8	LF	\$ 400.00	\$ 3,200.00
8051000A	SEEDING - COOL SEASON MIXTURES	0.10	AC	\$ 10,000.00	\$ 1,000.00
8061006	ALTERNATE DITCH CHECK	24	LF	\$ 25.00	\$ 600.00
8061007A	CURB INLET CHECK	2	EA	\$ 200.00	\$ 400.00
8061016	SEDIMENT REMOVAL	9	CY	\$ 50.00	\$ 450.00
8061017	TEMPORARY SEEDING AND MULCHING	0.10	AC	\$ 12,000.00	\$ 1,200.00
8061019	SILT FENCE	481	LF	\$ 4.00	\$ 1,924.00

SUBTOTAL AMOUNT - SECTION 1 \$ 468,921.50

SECTION 2 - SIGNING

Item No.	Description	No. Units	Unit	Unit Price	Extended Total
9031010	CONCRETE FOOTINGS, EMBEDDED	0.10	CY	\$ 2,000.00	\$ 200.00
9031250A	U-CHANNEL POST, 3 LB.	11	LF	\$ 30.00	\$ 330.00
9031270A	2" PSST POST - 12 GA.	11	LF	\$ 16.00	\$ 176.00
9031273	POST ANCHOR FOR 2 IN. PSST - 7 GA.	3	LF	\$ 84.00	\$ 252.00
9035004A	SH - FLAT SHEET	5	SF	\$ 26.00	\$ 130.00
9035069A	SHF - FLAT SHEET FLUORESCENT	3	SF	\$ 28.00	\$ 84.00

SUBTOTAL AMOUNT - SECTION 2 \$ 1,172.00

TOTAL BID AMOUNT - SECTIONS 1 AND 2 \$ 470,093.50

This is to certify that at 10:00 A.M. on June 2, 2021, at the office of the City of Carthage City Hall, Carthage, Missouri, the bids tabulated herein were publicly opened, read aloud and checked. The totals are correct as to additions and extensions.

Sean Matlock

Sean Matlock, P.E.
 Anderson Engineering, Inc.

NOTICE OF AWARD00501

TO: Sprouls Construction Co., Inc.
397 W. Hwy. DD
Lamar, Missouri 64759

PROJECT Description: Hazel Street Roadway Improvements, Carthage, Missouri.

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Invitation to Bid dated May 10, 2021 and Instructions to Bidders.

You are hereby notified that you BID has been accepted in the amount of Four Hundred Seventy Thousand Ninety-Three and 50/100 Dollars (\$470,093.50).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTORS PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within fourteen (14) consecutive calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS and INSURANCE CERTIFICATES within fourteen (14) consecutive calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20____.

City of Carthage

By: _____

Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by this the _____ day of _____ 20____.

By _____

Title _____

AGREEMENT FORM.....00500

THIS AGREEMENT, made this _____ day of _____, 2021, by and between City of Carthage, Carthage, Missouri, hereinafter called "OWNER" and Sprouls Construction Co., Inc. doing business as (an individual), or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Hazel Street Roadway Improvements, Carthage, Missouri.
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on the date stipulated in the NOTICE TO PROCEED and will complete the same within one hundred fifty (150) calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR understands that the specifications governing the work contemplated are attached to this proposal.
5. The CONTRACTOR agrees to pay, without condition or recourse, as liquidated damages to the sum of Five Hundred and 00/100 dollars (\$500.00) for each consecutive calendar day after the stated DATE OF COMPLETION or extension thereto that the CONTRACTOR shall be in default as provided in SECTION 15 OF THE General Conditions. CONTRACTOR further agrees to reimburse the subcontractors, suppliers, engineers, and other contractors of the OWNER for costs incurred and/or damages suffered by reason or reasons attributable to the CONTRACTOR'S failure to complete the CONTRACT by the completion date, or extensions thereof, as provided by section 15 of the General Conditions. Said liquidated damages and payments shall be withheld from the payments due the contractor. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of Four Hundred Seventy Thousand Ninety-Three and 50/100 Dollars (\$470,093.50).
6. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Invitation to Bid
 - (B) Instructions to Bidders
 - (C) Bid
 - (D) Bid Bond
 - (E) Agreement Form
 - (F) Notice of Award
 - (G) Notice to Proceed
 - (H) Performance Bond
 - (I) Payment bond
 - (J) General Conditions of Contract
 - (K) Supplementary Conditions
 - (L) Specifications prepared by Anderson Engineering, Inc. and dated May, 2021.
 - (M) Drawings prepared by Anderson Engineering, Inc. and dated May, 2021.
 - (N) Addenda

No. <u>1</u>	dated <u>May 11</u>	<u>20 21</u>
No. _____	dated _____	<u>20</u> _____
No. _____	dated _____	<u>20</u> _____
No. _____	dated _____	<u>20</u> _____
No. _____	dated _____	<u>20</u> _____

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

OWNER:

City of Carthage

(SEAL) _____

By _____

Attest _____

Name Dan Rife
(Please Type or Print)

Name Traci Cox

Title Mayor

Title City Clerk

CONTRACTOR:

(SEAL) _____

By SPROULS CONST. INC.

Attest Cindi Sprouls

Name Dwight Sprouls
(Please Type or Print)

Name CINDI SPROULS -
SECRETARY

Title PRESIDENT

COUNCIL BILL NO. 21-32

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF CARTHAGE, MISSOURI AND VISION CARTHAGE PROVIDING FOR MUTUAL UNDERTAKINGS AND BENEFITS FROM THE SERVICES OF PROVIDING: CARTHAGE-IN-BLOOM; RESTORATION CARTHAGE; SIDEWALK PROJECT; DOWNTOWN CHRISTMAS; AND A MAIN STREET PROGRAM; FOR THE RESIDENTS OF THE CITY OF CARTHAGE.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute on behalf of the City of Carthage, Missouri an Agreement between the City of Carthage, Missouri and Vision Carthage providing for mutual undertakings and benefits from the services of providing: Carthage-In-Bloom; Restoration Carthage; Sidewalk Project; Downtown Christmas; and a Main Street Program; for the residents of the City of Carthage, a true copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Mayor

AGREEMENT
by and between
THE CITY OF CARTHAGE, MISSOURI
and
VISION CARTHAGE

This Agreement, made and entered into this _____ day of _____, 2021, is by and between Vision Carthage, a Missouri nonprofit corporation ("Vision Carthage"), and the City of Carthage, Missouri ("City").

WITNESSETH:

WHEREAS, the Vision Carthage committee is a fully independent organization and is recognized by the Internal Revenue Service as a 501(c)(3) organization; and

WHEREAS, the Vision Carthage committee has undertaken many projects for the benefit of the City of Carthage and its citizens; and

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general welfare of the City, to compensate Vision Carthage for the performance of services pursuant to this Agreement.

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits from the services set forth herein, the City and Vision Carthage agree as follows:

I. SCOPE OF SERVICES

Vision Carthage will provide the following services ("Services"):

A. Carthage In Bloom \$4,000

Vision Carthage shall work to create a more welcoming and vibrant community through the following projects:

- Plant colorful plants at strategic locations 40 hours
- Create streetscaping plans for downtown area 20 hours
- Create streetscaping plans for entry points to the square 20 hours
- Create streetscaping plans for entry points into the City 20 hours

B. Restoration Carthage \$6,600

Vision Carthage shall work throughout neighborhoods in Carthage to assist homeowners in minor exterior repairs, general clean up, and planting colorful vegetation around the homes. These projects, which increase property values and stabilize neighborhoods, are as follows:

- North side of West Central Avenue 65 hours
 - Project Management 40 hours
 - Coordination with homeowners 10 hours
 - Coordination of volunteers 5 hours
 - Coordination of partners 10 hours

- Building restoration project 100 hours
- C. Sidewalk Project \$3,600

Vision Carthage shall repair sidewalks from 400 Grant Street to 900 Grant Street to promote the health and safety of our citizens, encourage tourism and increase walkability.

 - Complete sidewalk from 400 Grant to 900 Grant Street
 - Project Management 45 hours
 - Coordination with homeowners 20 hours
 - Coordination with contractors 20 hours
 - Approval by Public Works Dept/City Council 5 hours
- D. Downtown Christmas \$4,400

Vision Carthage shall create, coordinate and promote the Downtown Christmas event in early December to increase retail business and generate sales tax revenue for the City of Carthage.

 - Project Management 50 hours
 - Coordinate with City & County to plan attractions 30 hours
 - Coordinate with downtown business owners to gain buy-in 10 hours
 - Coordinate with vendors 20 hours
- E. Main Street Program \$7,000

Vision Carthage shall create a program to bring opportunities to business owners and the community to increase investment in the Downtown District, through grants, private investors and events.

 - Project Management 50 hours
 - Research project opportunities for downtown businesses 25 hours
 - Track key statistics, including job growth/new businesses 30 hours
 - Keep and maintain a building inventory 30 hours
 - Coordinate grant opportunities for downtown businesses 25 hours
 - Encourage building owners to follow historic guidelines 15 hours

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be from July 1, 2021 to June 30, 2022.

III. COMPENSATION AND METHOD OF PAYMENT

The City hereby agrees to compensate Vision Carthage \$25,600 for the Services as outlined in Section I, in twelve (12) equal, monthly installments for FY22, payable beginning July 1. The Services provided and cost of those services does not include the cost of supplies.

IV. UPDATES AND REVIEW PROCESS

Vision Carthage will meet with the City Council quarterly to review the progress of the efforts of Vision Carthage. They will review the scope of work, goals for next quarter, and review any reports Vision Carthage may provide. The City Council may request information or a report at any time. Vision Carthage shall provide the requested information or report within thirty (30) days.

V. REPRESENTATION ON BOARD

Vision Carthage's Board of Directors oversee the operation of Vision Carthage, and the City will possess one non-voting Ex-Officio position on the Board.

VI. INDEPENDENT CONTRACTOR

Vision Carthage is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely to provide the Services provided for herein as an independent contractor.

VII. TERMINATION OF CONTRACT

This Agreement may be terminated at any time by written, mutual agreement of the parties. The City shall have the right to terminate this Agreement in the event that Vision Carthage is in default or violation of the terms or provisions of this Agreement and fails to cure such default or violation within thirty (30) working days after receipt of a written Notice of Default, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within thirty (30) working days or a longer period of time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter. In the event of termination, Vision Carthage shall refund to the City a pro-rated portion of the compensation paid pursuant to section III above. The pro-rated amount shall be determined by dividing the annual payment recited in section III by 365, and multiplying this daily amount by the number of days remaining in the year from and after the effective date of termination. Vision Carthage shall refund the pro-rated amount to the City within 30 days of the effective date of termination.

VIII. CONFLICT OF INTEREST

Pursuant to the City of Carthage Code of Ethics, neither the mayor nor any member of the council nor any appointed official of the city shall have a financial interest, direct or indirect, in any contract with the city, or be financially interested, directly or indirectly, in the sale to the city of any land, materials, supplies or services.

IX. NOTICE

Any notice required by this contract is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

Notice to the City shall be addressed to:
City Administrator
City of Carthage, Missouri
326 Grant Street
Carthage, Missouri 64836

Notice to Vision Carthage shall be addressed to:
Executive Director
Vision Carthage
221 W. 4th Street
Carthage, MO 64836

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF CARTHAGE, MISSOURI

VISION CARTHAGE INC.

Dan Rife, Mayor

Jonathan Roberts, President

ATTEST:

ATTEST:

Traci Cox, *City Clerk*

Secretary

***NEW
BUSINESS***

COUNCIL BILL NO. 21-33

ORDINANCE NO. _____

An Ordinance to amend Section 505 Family and Medical Leave Policy (01 – 10) of the Personnel Policy Manual of the City of Carthage.

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

SECTION I: Section **505 (01-10) Family Medical Leave Policy** of the Personnel Policy Manual is hereby repealed and the following enacted in lieu thereof:

01. General: Employees, who have been employed for at least 12 months as of the date the leave is to start and for at least 1,250 hours during the preceding 12-month period, are eligible for family and medical leave. The 12 months of employment do not have to be consecutive with the exception of a break of seven years or more of employment. Except for those employees designated as “highly compensated employees”, employees will be returned to the same or to an equivalent position upon their return from leave.

Family or medical leave will be unpaid leave. If leave is requested for an employee's own serious health condition, the employee must use all of their accrued paid vacation leave, sick leave or personal leave. If leave is requested for any of the other reasons listed below, an employee must use all of their accrued sick, vacation, or personal leave. The remainder of the leave period will then consist of unpaid leave.

Serious Health Condition is defined as an illness, injury, impairment or physical or mental condition that requires in-patient care in a hospital, hospice or residential medical care facility or that requires continuing treatment by a health care provider; a period of incapacity that makes an individual unable to attend work, school, or perform other daily activities for more than three (3) days and that requires continuing treatment by a health care provider; or continuing treatment by a health care provider for a chronic or long-term health condition that is so serious that, if not treated, would likely result in incapacity for more than three days.

The definition of serious health condition is not meant to cover short-term conditions where treatment and recovery are brief; routine physical examinations; or voluntary or cosmetic treatments that are not medically necessary, unless in-patient hospital care is required.

02. Service Member Family Leave: An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member. The leave described in this paragraph shall only be available during a single 12-month period. The term “next of kin”, used here, means the nearest blood relative of that individual.

03. Reasons for Leave: All employees who meet the applicable time of-service requirements may be granted a total of twelve (12) workweeks of unpaid or paid (sick, vacation, and personal leave), job-protected family leave combined (during any 12-month period) for the following

reasons:

1. The birth of a child and to bond with the newborn child within one year of birth;
2. The placement with the employee of a child for adoption or foster care and to bond with the newly-placed child within one year of placement;
3. A serious health condition that makes the employee unable to perform the functions of his or her job, including incapacity due to pregnancy and for prenatal medical care;
4. To care for the employee's spouse, son, daughter, or parent who has a serious health condition, including incapacity due to pregnancy and for prenatal medical care; or
5. Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

The entitlement to leave for the birth, placement of a child for adoption or foster care, or to bond with the newborn or newly-placed child will expire twelve (12) months from the date of the birth or placement.

An employee's 12-month period starts on the date of leave requested on the application and ends after twelve consecutive months. The 12-month period does not have to be in the same calendar year or fiscal year.

04. Combined Leave Total: During the 12-month period described in paragraph 02 above, an eligible employee shall be entitled to a combined total of 26 workweeks of leave under 01 and 02 above.

05. Application for Leave: In all cases, an employee requesting leave must complete the attached "Application for Family and Medical Leave" and return it to Human Resources as soon as the necessity for the leave arises. If the leave is foreseeable, an employee must give 30 days advance notice of the need for leave as possible and practical to do so. Failure to give 30 days advance notice for a foreseeable leave that was possible and practical to do so may result in a delay of leave until 30 days after the date of notice.

06. Medical Certification of Leave: An application for leave based on the serious health condition of the employee or the employee's spouse, child or parent must also be accompanied by a "Medical Certification Statement" completed by the applicable health care provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition. The certification must be provided within 15 calendar days of the request.

If the employee is needed to care for a spouse, child or parent, the certification must so state along with an estimate of the amount of time the employee will be needed. If the employee has a

serious health condition, the certification must state that the employee cannot perform the functions of their job.

07. Benefits Coverage During Leave: During a period of family or medical leave, an employee will be retained on the City health, disability and life plans under the same conditions that applied before leave commenced. To continue health coverage, the employee must continue to make any contributions that he made to the plan before taking leave. Failure of the employee to pay his/her share of the health insurance premium within 30 days of the date of payroll deduction may result in loss of coverage. An employee may choose not to retain group health plan coverage during the leave. When the employee returns from leave, the employee is entitled to be reinstated on the same terms as prior to taking the leave without any qualifying period. If the employee fails to return to work after the expiration of the leave, the employee will be required to reimburse the City for payment of health insurance premiums during the family leave, unless the reason the employee fails to return is the presence of a serious health condition which prevents the employee from performing their job or to circumstances beyond the employee's control.

An employee is not entitled to the accrual of any seniority or employment benefits that would have accrued if not for the taking of leave. An employee who takes family or medical leave will not lose any seniority or employment benefits that accrued before the date leave began.

08. Restoration to Employment: An employee eligible for family and medical leave will be restored to their old position or to a position with equivalent pay, benefits, and other terms and conditions of employment. The City cannot guarantee that an employee will be returned to their original job. A determination as to whether a position is an "equivalent position" will be made by the City.

09. Return From Leave: An employee must complete a "Notice of Intention to Return From Family or Medical Leave" before he can be returned to active status. If an employee wishes to return to work prior to the expiration of a family or medical leave of absence, notification must be given to the employee's Supervisor at least five (5) working days prior to the employee's planned return.

10. Failure to Return from Leave: The failure of an employee to return to work upon the expiration of a family or medical leave of absence will subject the employee to immediate termination unless an extension is granted. An employee who requests an extension of family leave or medical leave due to the continuation, recurrence or onset of her or his own serious health condition of the employee's spouse, child or parent, must submit a request for an extension, in writing, to the employee's immediate Supervisor. This written request should be made as soon as the employee realizes that he will not be able to return at the expiration of the leave period.

SECTION II: This Ordinance shall take effect and be in force effective _____, 2021.

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

***MAYOR'S
APPOINTMENTS***

Mayor's Appointments

June 2021

Carthage Assistant City Administrator

NAME	PHONE	ADDRESS	APPOINTED	EXPIRES
Greg Dagnan	237-7000	326 Grant	7/01/2021	12/31/2021

Carthage Tree Board

3 Year Term – 5 Members - Meets on Call

NAME	PHONE	ADDRESS	APPOINTED	EXPIRES
Bryan Stringer	359-8005	1427 S Grand	06/12/2018	June 24

Carthage Affordable Housing Task Force

4 Year Term After Reappointment – Meets on Call

NAME	PHONE	ADDRESS	APPOINTED	EXPIRES
Jerry Spry	358-5809	1309 Hafner Ct	05/26/2005	June 25

Ad Hoc Use Tax Committee

NAME	PHONE	ADDRESS	APPOINTED	EXIPRES
Roy Mason	358-3529	Race Brothers	06/22/2021	08/03/2021
Tori Soriano	358-2950	Carthage Eye Care	06/22/2021	08/03/2021
Mike Zeiter	986-3055	Foundations Financial Planning	06/22/2021	08/03/2021
Jonathan Roberts	358-1070	Family Y	06/22/2021	08/03/2021
Eddie Grundy	358-3579	Carthage Hardware	06/22/2021	08/03/2021
Taylor Macy	313-8549	Halo Salon	06/22/2021	08/03/2021
Jade Reed	313-8549	Halo Salon	06/22/2021	08/03/2021
Alan Snow (council)	793-7234	1110 Euclid Blvd	06/22/2021	08/03/2021
Ceri Otero (council)	438-5395	1149 S Main	06/22/2021	08/03/2021

RESOLUTIONS

***MINUTES
STANDING
COMMITTEES***

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS
TUESDAY, JUNE 8, 2021
5:00 p.m.

COMMITTEE MEMBERS PRESENT: Ceri Otero, David Armstrong, Craig Diggs and Robin Harrison.

OTHER COUNCIL MEMBERS: Mayor Dan Rife and Ed Barlow

OTHERS PRESENT: City Administrator Tom Short, City Clerk Traci Cox, Police Chief Greg Dagnan, Parks & Recreation Direct Mark Peterson, HR Coordinator Michael Miller and Abi Almandinger.

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

Ms. Otero made a motion to amend the agenda and move item #3 under Old Business to the last topic of discussion. Motion carried.

OLD BUSINESS:

1. **Approval of minutes from previous meeting:** On a motion by Mr. Diggs, the minutes of the May 25, 2021 meeting were approved 4-0.
2. **Review and approval of the Claims Report:** The Committee discussed items regarding the Claims Report. Ms. Harrison moved to approve the claims. Motion carried 4-0.
3. **Consider and Discuss Assistant City Administrator position.** Moved to last topic of discussion.

NEW BUSINESS:

1. **Consider and Discuss rescinding authorization of withdrawal from Midwest Public Risk of Missouri's Property and Liability Programs for the 2021-2022 policy year.**

Ms. Cox explained the City would remain with MPR since they had provided the lowest quote. The council had previously passed a resolution terminating membership with MPR, and a Resolution rescinding that decision was necessary to remain members of MPR. Mr. Diggs moved to send a Resolution to council rescinding Resolution 1925. Motion carried.

2. **Consider and Discuss changes to the FMLA Policy.**

HR Coordinator Michael Miller presented changes to the FMLA Policy noting the changes would bring the policy in compliance with Federal guidelines. Mr. Armstrong moved to approve the changes to the FMLA Policy and send to Council. Motion carried.

3. **Staff Reports:** Ms. Cox informed the Committee that \$4 million had been moved from MOSIP to CD's at Guaranty Bank. Mr. Short discussed progress on a Social Media Policy. He also noted that it may be necessary for a budget adjustment in the next fiscal year to cover the 20% rate increase from MPR.

OLD BUSINESS (ITEM 3) Consider and Discuss Assistant City Administrator position.

Mayor Rife explained the job description was basically identical to the City Administrator position. There would be a transition period of 6-9 months to develop a plan for changes at the Police Department and delegation of duties for the Assistant City Administrator. Mayor Rife will determine what duties will be delegated to the Assistant City Administrator. Mr. Diggs discussed the need for lateral movement allowing discussions with the Mayor and Council, much like the City Administrator and City Clerk positions. Mr. Diggs moved to amend the job description by adding "City Council and Mayor" to the last sentence under Supervision. Mr. Armstrong moved to amend the motion and strike "Under executive direction from the City Administrator" and change reporting and supervision to include Mayor and Council. Motion carried 3-1. Mr. Diggs moved to approve the job description as amended. Motion carried 3-1. Mr. Armstrong moved to forward the amended job description to council with an effective date of July 1. Motion carried unanimously.

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

Traci Cox

BUDGET WAYS & MEANS COMMITTEE
MONDAY, JUNE 14, 2021 5:30 P.M.
CITY HALL COUNCIL CHAMBERS

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

OTHERS PRESENT: City Administrator Tom Short, Parks & Recreation Director Mark Peterson, Deputy City Clerk Miranda Deal, Council Member Ceri Otero, Abi Almandinger, Callie Myers, and Stephanie Howard.

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

OLD BUSINESS:

1. **Approval of minutes from previous meeting:** Mr. Topete made a motion to approve the minutes for the May 10 Budget Meeting. Motion carried 4-0.

NEW BUSINESS:

1. **Consider and discuss Council Bill regarding an Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Vision Carthage providing for mutual undertakings and benefits from the services of providing: Carthage-In-Bloom; Restoration Carthage; Sidewalk Project; Downtown Christmas; and a Main Street Program; for the residents of the City of Carthage.** Attached is the Council Bill that had first reading at yesterday's (6 8 21) Council meeting. A couple of items are yet to be clarified. These include; the impact of the McCune Brooks Hospital Trustees denying a request for a specific project; is the language in the Agreement sufficient to address Conflict of Interest issues. Lora Phelps provided a draft of the proposed Agreement and the City Attorney drafted changes/additions to address a couple of items; in red). The Executive Director of Vision Carthage is an appointee on the P&Z Board

Mr. Snow reported that he and the Mayor met with the Vice President of Vision Carthage on June 11 to discuss changes to the contract, the Vision Carthage Board meets on Wednesday June 16 to approve the changes before the second reading of Council Bill 21-32. The City Attorney added to Section III that the monthly payments to Vision Carthage does not include the cost of the supplies. He also added Section VIII Conflict of Interest from the City of Carthage Code of Ordinance. The Mayor will be appointing a liaison to the Vision Carthage Board. Mr. Snow made a motion to recommend to Council to pass the Vision Carthage Contract. Motion carried 3-1.

2. **Consider and discuss the possibility of funding for events for CVB.** Callie Myers has requested this item be discussed with the Committee after talking to the Committee Chairman. At this writing, there is no other written information available.

Callie Myers presented to the committee a plan to market events that are happening within the City of Carthage to get more people involved from both Carthage and outside of Carthage. She has been working closely with Mark Peterson to help create a better turnout for City events that are already currently planned or budgeted for. The committee was in favor of her ideas, they would like to see some more concrete information and numbers before moving forward.

3. **Staff Reports. Sales Tax Numbers:** receipts for the General Fund Sales Tax (1%) for June included) showed a decrease of 8.54% from the same month last Fiscal Year. This amounted to approximately \$23,049 less than the same month last year. This is the final month of the fiscal year and the third month collections were lower than last year's monthly reported Sales Tax collections. Overall, the City had budgeted a decrease of 1.62% from the previous year's budgeted amount, primarily due to the COVID pandemic along with other revenue sources in the City's budget for fiscal year 2021. The (Unaudited) May 2021 Summary Revenue & Expense Report, at this writing is not yet available. Once they are received, they will be reviewed and determined if Potential budget adjustments will be needed. Once the report is available, it will be distributed. The May Pooled Investment Report is also pending. When available, it will also be distributed. ARPA; In late December 2020, Congress passed the Consolidated Appropriations Act to further address the economic devastation caused by the coronavirus pandemic. The bill was signed into law on Dec. 27, 2020. On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (H.R. 1319), also known as ARP, into law. The \$1.9 trillion package is intended to combat the COVID-19 pandemic, including the public health and economic impacts. The American Rescue Plan Act allocates hundreds of billions of dollars for public health and vaccines, and may stimulate additional local spending.

Mr. Short reviewed the May financial statements. Sales tax revenues were 8% lower than the same month last year. Mr. Short also discussed the May Pooled Investment Report, the City earned \$351 in interest on the MOSIP investment accounts. He stated that the City Clerk had moved \$4,000,000.00 from the MOSIP accounts into the general checking account where more interest is being earned. Mrs. Deal clarified that \$2,000,000.00 was put into a 6 month CD, and the other \$2,000,000.00 was put into a 12 month CD. Mr. Short reported that the American Rescue Plan Act funds have yet to be distributed. The State has to request the funds from the Federal government, and they have yet to do so. The City was supposed to receive the first half of the funds this month and the second half in one year, it is unknown when the first payment will be received. Once the funds are received, there will be a separate budgeting process that goes through the Budget Ways & Means Committee to appropriate the funds.

1. **Other Business** None.

ADJOURNMENT: The meeting adjourned at 6:25 PM on motion by Mr. Topete.

Respectfully submitted,
Miranda Deal

PUBLIC SERVICES COMMITTEE

June 15, 2021
City Hall Council Chambers
5:30 pm

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

Staff Present; Mark Peterson and Kailey Williams

Non-Members; Abi Almandinger

Meeting called to order at 5:30 pm.

Old Business:

1. Consider and approve minutes from the previous meeting.
Mr. Daugherty made a motion to approve the minutes from the previous meeting.
Motion Passed.

NEW BUSINESS:

1. **Consider and discuss Vision Carthage Light Tunnel/ Pocket Park concept for Carthage Square.**
Abi Almandinger presented plans for a Light Tunnel / Pocket Park idea similar to the structure in place last year through the Christmas season. The light tunnel would be constructed out of 14 gauge tube steel that would strengthen the structure from weather. The structure will be in place from Maple Leaf through Christmas each year. The lights built onto the tunnel will be LED for less electricity to be used. Mrs. Almandinger is working with a specialist on the project. Pocket Park will create a place for residents to sit down facing the Court House with vegetation surrounding the area. More drawings are going to be presented with more in-depth details for the Light Tunnel / Pocket Park. Action will be taken at a later time after further details.
2. **Consider and discuss Beyond Baseball proposal for Carl Lewton Stadium.**
Beyond Baseball is excited to present a proposal for Carl Lewton Stadium. Mr. Peterson has been working with J.R Bond to work out details. The league will be made of eight to nine teams in the four state area. The potential final proposal would include the use of Carl Lewton Stadium for two years with Beyond Baseball. The stadium requires some cosmetic and structural repairs. Beyond Baseball would help fix and upgrade the stadium to presentable state for the games and events they wish to put on. Carthage High School Baseball will still

have priority access to the stadium during their season. More details will be provided. Action will happen at a later when a final proposal is submitted.

STAFF REPORTS

Lime- Scooters were delivered to each park on 6-15-2021. So far, we have had positive responses from the public with the scooters. The locations are limited as of now to where they can go. To activate the Lime, it's \$1.00 and \$0.35 per minute to ride. The cost is tracked by an app that you would download onto your phone. On the app, you can also see where you are allowed and not allowed to ride. This is pilot program and a work in progress. We will continually analyze positives and negative adapting the ride districts, parking areas and routes as needed.

Food Truck Friday- Great outcome with Food Truck Friday's. The new events have brought large crowds. Sales Tax is being addressed to make sure that it is properly handled and benefiting the city.

Meeting adjourned at 6:41 pm.

***MINUTES
SPECIAL
COMMITTEES
AND BOARDS***

The Carthage Public Library Board of Trustees met Tuesday, April 13, 2021 in the Carthage Public Library Board Room using appropriate social distancing protocol and COVID-19 precautionary measures. The meeting was called to order at 5:17 pm by Sandy Swingle, Vice-President.

Roll Call

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

Minutes of Last Meeting

There were no changes to the minutes of the last regular meeting of March 9, 2021. A motion to approve the minutes was made by Gary Cole and seconded by Donna Maggard Thomason. Motion passed unanimously.

Financial Report

Attached. March 2021 financial report was presented. Discussion included: (1) Sur Tax was higher than budgeted. A motion to approve the March 2021 financial report was made by Gary Cole and seconded by Eric Putnam. Motion passed unanimously.

Director's Progress and Service Report

Attached. Julie was on vacation and not present at the board meeting.

Youth Services Progress and Services Report

Attached.

President's Message

No report.

Council Liaison's Report

No report.

Committee Reports

Building Committee – Gary Cole reporting. (1) Gary met with Randy Dubry and Terry Hirshey. They built a new false wall in the meeting room to conceal the moisture issue. (2) Resealed the terminating bar around the roof perimeter and resealed the capstone seams. Roof has not leaked since they fixed the northeast corner. CCR was paid to assist in repairs as membrane was too short and wrinkled in corners. Having CCR, a certified installer involved, kept the membrane warranty in place. Total cost of repairs to date ~\$9,800 including interior work. Interior repairs are complete with the exception of some painting. (3) City has the paperwork for reimbursement of sidewalk improvements and said it was approved. Waiting on the check. (4) Sun shade sail for the Steadley Family Legacy Center has been ordered. Randy Dubry will install.

Budget Committee – No report.

Community Relations – No report.

By-Laws – No report.

The Carthage Public Library Board of Trustees Meeting Minutes – April 2021

Library Gardens – No report.

ADA Compliance – No report.

Communications – No report.

Unfinished Business

(1) Gary and Peggy attended a meeting to discuss moving the Farmer's Market. The market has been moved to 7th street but the street will not be closed during market days.

New Business

No report.

Payment of Bills

No report.

Other New Business

No report.

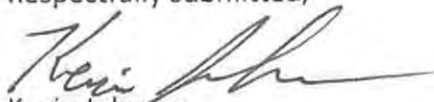
Closed Session

None

Adjournment

Gary Cole made a motion to adjourn. Donna Maggard Thomason seconded. Motion passed unanimously. Meeting was adjourned at 6:01 pm.

Respectfully submitted,



Kevin Johnson

Secretary-Treasurer

***AGENDAS
STANDING
COMMITTEES***

--NOTICE OF MEETING--
BUDGET WAYS & MEANS COMMITTEE
MONDAY, JUNE 14, 2021
5:30 P.M.
COUNCIL CHAMBERS, CITY HALL
326 GRANT ST., CARTHAGE, MISSOURI
--TENTATIVE AGENDA--

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting.

CITIZENS PARTICIPATION

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

NEW BUSINESS

1. Consider and discuss Council Bill regarding an Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Vision Carthage providing for mutual undertakings and benefits from the services of providing: Carthage-In-Bloom; Restoration Carthage; Sidewalk Project; Downtown Christmas; and a Main Street Program; for the residents of the City of Carthage.
2. Consider and discuss the possibility of funding for events for CVB.
3. Staff Reports.
4. Other Business.

ADJOURNMENT

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

POSTED: _____

BY: _____

-NOTICE OF MEETING-
Public Services Committee Tuesday June 15th, 2021
5:30 P.M.
Carthage City Hall Second
Floor Conference Room
326 Grant, Carthage MO 64836

AGENDA

Old Business

1. Consider and approve minutes from the previous meeting.

Citizens Participation

New Business

1. Consider and discuss Vision Carthage Light Tunnel / Pocket Park concept for the Carthage Square.
2. Consider and discuss Beyond Baseball proposal for Carl Lewton Stadium.

Staff Reports

Other Business

ADJOURNMENT

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

Posted: _____

By: _____

City of Carthage



NOTICE OF MEETING Public Safety Committee – Agenda

June, 2021

5:30 p.m.

Carthage City Hall

Downstairs Council Chambers

326 Grant, Carthage MO 64836

TENTATIVE AGENDA

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting.

CITIZEN PARTICIPATION

1. Discuss the tax on the 911 ballot – April Ford

NEW BUSINESS

1. Consider and discuss Bell Air Parade
2. Staff reports
 - Fire Department
 - Police Department

ADJOURNMENT

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

POSTED: _____

BY: _____

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

June 22, 2021

5:00 PM

Carthage City Hall Council Chambers

Old Business

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

Citizens Participation

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

New Business

1. Consider and Discuss Social Media Policy.
2. Staff Reports

Adjournment

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

Posted: _____

***AGENDAS
SPECIAL
COMMITTEES
AND BOARDS***

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Darieux K. Adams
Western District Commissioner

JASPER COUNTY COMMISSION



302 S. Main ST
Carthage, MO 64836

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

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

COMMISSION AGENDA

JUNE 8, 2021

9:00 A.M.

JASPER COUNTY COURTHOUSE ROOM 101

1. CALL TO ORDER
 - PRAYER
 - PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
4. PRESENTATIONS
5. REPORTS AND COMMUNICATIONS
6. ELECTED OFFICIALS/CITIZENS REQUESTS
7. COMMISSIONER'S REPORTS
8. UNFINISHED BUSINESS
 - Award Bid for the Jasper County Depositories for the Jasper County Treasurer
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 JUNE 4, 2021 AT 4:00 P.M.

(RSMO 610.020)

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

JUNE 15, 2021

9:00 A.M.

JASPER COUNTY COURTHOUSE ROOM 101

1. CALL TO ORDER
 - PRAYER
 - PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
4. PRESENTATIONS
5. REPORTS AND COMMUNICATIONS
6. ELECTED OFFICIALS/CITIZENS REQUESTS
7. COMMISSIONER'S REPORTS
8. UNFINISHED BUSINESS
 - Award Bid for the Jasper County Depositories for the Jasper County Treasurer
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 JUNE 11, 2021 AT 4:00 P.M.

(RSMO 610.020)

POLICE AND FIRE PENSION COMMITTEE

Tuesday, June 22, 2021

11:30 A. M.

City Hall Council Chambers

Amended Agenda

Old Business

1. Accept the minutes from the previous meeting

New Business

1. Quarterly Report on Investments – Daniel Hepp
2. Consider and Discuss changes to the list of individuals authorized as Plan Administrator Members and Signatures.
3. Training Session

Other Business

Adjournment

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

Posted _____

CORRESPONDENCE

Director's Progress and Service Report, May 2021
Julie Yockey, Director

"We apologize for any inconvenience this has caused you." Our most recent motto at the Library. Deemed by staff, over the past 15 months, they have had to use this statement more than they have actually had the strength to do so. Of late, we have used it during the time the bathrooms were closed due to a very upset sewer. This month we have also used it during the days we had no hot water, the air conditioning was off, as well as multiple hiccups with Missouri Evergreen's newest upgrade. Not to mention the constant arguing with patrons that refuse to wear a mask. My staff is tough and have very big shoulders as they always, always strive to follow procedures and do what they think is best for all concerned. This evening we will discuss and make changes to our "Pandemic Policy."

Plans have been finalized for the last piece of the Steadley Legacy Center. The Boylan Trust had made a significant donation for the new building, and it is providing for us large beautiful sunshades to cover the patio. Randy Dubry Construction is handling this last project, a down payment has been made and we hope the construction will be complete in time for at least half of Summer Reading. This summer, our plans for Summer Reading include doing the majority of our children's events outside, and the sunshades will definitely make this more comfortable for families, not to mention how gorgeous they will be.

The Library and our patrons have been blessed again with funding and continuation of our Adult Citizenship and English as a second language program through the State Library with local funding coming once again from a grant with the Steadley Trust. This year we were the largest recipient of the six Spotlight on Literacy Grants awarded, and as the grant is very competitive, we are thankful to have been accepted. Classes have been held the past two months at Grace Episcopal Church. After a summer recess for students and Pat, the two classes will resume in August in the Steadley Legacy Building.

President Biden, through his "American Rescue Plan Act," and in collaboration with the "Institute of Library and Museum Sciences" has awarded 200 million dollars to public libraries across America. Due to the COVID pandemic, funds that are to be used to aide libraries in adapting to a new way of doing business, Missouri has had to come up with their own plan to use the three million dollars which was our part of the President's plan. The Missouri State Library introduced to public libraries this week the guidelines on spending. Unfortunately, after getting very excited listening to all of the opportunities that would be made available to the public through or library such as remote, distance learning/ ~~high school equivalency program~~, hotspots, self-serve check out stations, book lockers, e-books, etc. I became very disappointed quite fast. Carthage does not qualify for one of these grants. The money has been set up to be used by the 7 largest library districts in Missouri and by those districts with a population of 30,000 or more. Many of our surrounding districts qualify for the Rescue grant program, but we will have to find alternate ways to implement these above programs.

The pandemic has served as a disruptor, not only in the roles that public libraries play, plus a water disaster, but in terms of the skills needed during this time to be a successful leader. There was no class during graduate school that prepares a librarian to lead their library

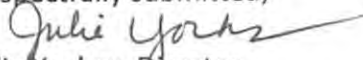
through a pandemic. With tons of networking, studying and faith from our Board, we have come through these most difficult times with perseverance and we are stronger for it. All libraries across America are struggling to adapt to a new way of approaching service delivery to a public that in part remains very skeptical and sometimes afraid of using the public library. WE are all struggling to re-open our doors safely and cautiously. Probably the most diverse institution in any community our job is to meet the needs of all people in our communities, but now we have to do it in ways that don't always mean that people will actually come into the library. We have done everything every other library has done across America to meet the needs of people outside the library proper. With wifi, Story Times, printing, faxing, curbside material pick up service outside the building, we are seeing a slow return for people actually coming inside to do business. Weekly updates with the State Library where we all share our concerns, ask questions and share brave ideas, numerous libraries remain closed except for curbside service, while others are open with totally no restrictions. (Depends on your location) We are ambassadors to our community and we will continue to strive to meet their needs whether it be inside or outside. As a leader in the public library realm, this is requiring us to branch out with social media more as well as different avenues of advertising. As we move through the summer months and into fall, we all hope and pray that we can remain strong, healthy and have the ability to keep the doors open and have a library that is fully functioning.

Nationwide, libraries are struggling during this time of preparing budgets for next year. Making hard decisions about service delivery, hours of operation and staff. In Missouri we have been blessed with a fully funded budget from the State, with no with-holds and an even larger public library budget/ state aide for next fiscal year thanks to our own Cody Smith and our Secretary of State. Our funding from the State this next year will be larger than it has been since the early 2000's. Sales tax revenues have never dropped in Missouri during the pandemic, and this has allowed us to retain all of our staff. Each and every one of our staff is tremendously grateful to work at our Library. Not one person has left our employ and I hope and pray to keep it that way. We hear in the news daily about business's closing down or cutting hours because they cannot find employees. No doubt it is due in large part to the stimulus money, larger unemployment benefits and the soon to be released, children's stimulus package. It is hard to compete with these benefits. This evening, I will share a rough budget draft for the 2021-22 fiscal year as well as my ideas on our Pandemic Policy.

Thank you Peggy and Miriam for working with Jerry to get the Library flower beds ready for planting. Jerry gets special kudos for all the back breaking work he has done in the past month. He alone did all the plantings in the beds on Saturday and they look wonderful. The fountain will be open by Memorial Day. Thanks Jerry.

Summer Reading is happening in three short weeks. Ms. Sherri has the most wonderful program planned for our children, teens and adults. It may be taking on a bit of a different look again this summer, but, people will actually be invited into the Library! Woohoo!!!

Respectfully submitted,


Julie Yockey, Director

DRAFT **APPROVED**

CARTHAGE PUBLIC LIBRARY

FINANCIAL STATEMENTS

APRIL 30, 2021





ACCOUNTANT'S COMPILATION REPORT

Carthage Public Library
612 S Garrison
Carthage, MO 64836

Management is responsible for the accompanying financial statements of Carthage Public Library (a nonprofit organization) which comprise the balance sheet - cash basis as of April 30, 2021, and the related statements of income - cash basis for the one month and ten months then ended and for determining that the cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

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

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

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

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

Schmidt Associates, LLC

May 07, 2021



America Counts on CPAs

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

**Carthage Public Library
Balance Sheet - Cash basis
April 30, 2021**

Assets

Current Assets

Cash in bank - treasurer's cash	\$ 611,030.24
Cash in bank - Community National Bank	3,339.10
Cash in bank - Guaranty Bank	20,109.39
Cash on hand - circulation desk	100.00
Cash on hand - Internet desk	40.00
Petty cash	120.00
MOSIP Investment	<u>669,649.91</u>
Total Current Assets	<u><u>1,304,388.64</u></u>

Total Assets	<u><u>\$ 1,304,388.64</u></u>
---------------------	-------------------------------

Liabilities and Net Assets

Current Liabilities

Insurance proceeds payable	\$ 35,167.15
Note payable - Multi purpose building	<u>187,200.00</u>
Total Current Liabilities	<u><u>222,367.15</u></u>

Total Liabilities	<u><u>222,367.15</u></u>
--------------------------	--------------------------

Net Assets

Unrestricted Net Assets	718,013.16
Temporarily Restricted Net Assets:	
Boylan Grant	6,252.67
Carthage Community Foundation	5,000.00
CPL Collection Development Grant	(5,000.00)
CPL Development Foundation	10,451.55
Debbie Putnam - Ebooks	26,639.74
Library Gardens	3,878.47
Spotlight on Literacy (RTR) Grant - MOSL 2020	5,246.35
Spotlight on Literacy (RTR) Grant - Local 2020	(61.82)
Spotlight on Literacy (RTR)-LOCAL Funds-SLT-CTHG 06/2020-05/2021	5,625.95
Spotlight on Literacy - MOSL -2020	(4,206.00)
Spotlight on Literacy Grant - Local - 2020	(83.87)
Spotlight on Literacy Grant-LOCAL Funds-SLT20-CAPL 06/2020-05/2021	20,992.57
Steadley Trust	926.16
Summer Reading Program-Local Funds 02/2020- 08/2020	448.67
Summer reading program - MOSL grant	(1,023.00)
Summer Reading Program-MOSL Grant Funds 02/2020- 08/2020	1,470.48
Thelma Stanley Foundation Grant	7,012.96
Multi Purpose Building - furnishings and supplies	220,119.58
Mult Purpose Building	(181,117.28)
Operational reserves	195,998.47
Change in net assets	<u>45,436.68</u>
Total Net Assets	<u><u>1,082,021.49</u></u>
Total Liabilities and Net Assets	<u><u>\$ 1,304,388.64</u></u>

See accountant's compilation report.

Carthage Public Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and ten months ended April 30, 2021

	<u>2021</u> <u>Month Actual</u>	<u>Monthly</u> <u>Budget</u>	<u>Monthly</u> <u>Variance</u>	<u>2021</u> <u>Year to date</u>	<u>Annual</u> <u>Budget</u>	<u>Annual</u> <u>Variance</u>
Revenue						
Book sale income	\$ 153.70	\$ 250.00	\$ (96.30)	\$ 625.60	\$ 3,000.00	\$ (2,374.40)
Copier income	306.20	583.34	(277.14)	906.95	7,000.00	(6,093.05)
Donations	30.20	0.00	30.20	14,355.51	0.00	14,355.51
Donations-restricted	9,680.29	291.67	9,388.62	245,704.86	3,500.00	242,204.86
Fax income	75.60	83.34	(7.74)	184.00	1,000.00	(816.00)
Fine income	469.19	500.00	(30.81)	1,669.98	6,000.00	(4,330.02)
Interest income	273.20	833.34	(560.14)	2,437.53	10,000.00	(7,562.47)
Non-resident fee income	320.00	666.67	(346.67)	2,920.00	8,000.00	(5,080.00)
Payment for lost books	54.62	0.00	54.62	264.94	0.00	264.94
Postage income	2.00	0.00	2.00	4.00	0.00	4.00
State aid	3,594.50	1,000.00	2,594.50	8,131.54	12,000.00	(3,868.46)
Sur tax	0.00	2,471.84	(2,471.84)	86,608.69	29,662.00	56,946.69
Tax income	2,026.37	17,083.34	(15,056.97)	214,115.69	205,000.00	9,115.69
Tax income - Park and storm water	35,922.44	38,966.67	(3,044.23)	428,565.28	467,600.00	(39,034.72)
Miscellaneous income	0.00	500.00	(500.00)	20.00	6,000.00	(5,980.00)
Other income	(2,958.50)	0.00	(2,958.50)	278.20	0.00	278.20
Total revenue	<u>49,949.81</u>	<u>63,230.21</u>	<u>(13,280.40)</u>	<u>1,006,792.77</u>	<u>758,762.00</u>	<u>248,030.77</u>

See accountant's compilation report.

Carthage Public Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and ten months ended April 30, 2021

	2021 Month Actual	Monthly Budget	Monthly Variance	2021 Year to date	Annual Budget	Annual Variance
Operating Expenses						
Salaries	40,624.00	41,416.66	792.66	404,811.22	497,000.00	92,188.78
Lagers	(569.69)	2,000.00	2,569.69	21,072.29	24,000.00	2,927.71
Insurance - health	1,125.00	1,250.00	125.00	10,735.92	15,000.00	4,264.08
Payroll taxes - FICA	3,108.25	3,188.50	80.25	30,968.91	38,262.00	7,293.09
Total payroll expenses	44,287.56	47,855.16	3,567.60	467,588.34	574,262.00	106,673.66
Employee goodwill	251.83	250.00	(1.83)	3,066.99	3,000.00	(66.99)
Advertising	0.00	125.00	125.00	524.85	1,500.00	975.15
Audio-visuals	184.60	125.00	(59.60)	184.60	1,500.00	1,315.40
Books	1,485.70	2,083.33	597.63	14,545.85	25,000.00	10,454.15
Books - children's	2,499.46	1,083.33	(1,416.13)	11,808.10	13,000.00	1,191.90
Contract fees	5,926.74	3,083.33	(2,843.41)	33,833.70	37,000.00	3,166.30
Dues and travel	679.77	583.33	(96.44)	2,655.83	7,000.00	4,344.17
Ebooks	0.00	291.66	291.66	3,500.00	3,500.00	0.00
Furniture and equipment	275.56	250.00	(25.56)	6,583.52	3,000.00	(3,583.52)
Furniture and equipment - multi purpose building	0.00	0.00	0.00	2,410.17	0.00	(2,410.17)
Information technology (IT)	0.00	583.33	583.33	3,036.28	7,000.00	3,963.72
Insurance	0.00	2,500.00	2,500.00	31,600.00	30,000.00	(1,600.00)
Interest expense	1,434.35	166.66	(1,267.69)	2,959.34	2,000.00	(959.34)
Legal and professional	0.00	500.00	500.00	6,200.00	6,000.00	(200.00)
Multi purpose building	0.00	15,750.00	15,750.00	189,768.71	189,000.00	(768.71)
Periodicals	22.73	375.00	352.27	999.44	4,500.00	3,500.56
Postage	133.04	125.00	(8.04)	668.40	1,500.00	831.60
Programs - adult	38.34	500.00	461.66	3,140.37	6,000.00	2,859.63
Programs - children	1,047.02	666.66	(380.36)	12,843.66	8,000.00	(4,843.66)
Programs, teens	384.70	166.66	(218.04)	768.23	2,000.00	1,231.77
Repairs and maintenance	5,257.55	2,916.66	(2,340.89)	44,408.94	35,000.00	(9,408.94)
Supplies	2,411.57	2,083.33	(328.24)	15,727.64	25,000.00	9,272.36
Supplies - multi purpose building	1,347.43	16,666.66	15,319.23	64,072.83	200,000.00	135,927.17
Telephone	346.14	500.00	153.86	4,136.18	6,000.00	1,863.82
Utilities	4,874.36	3,333.33	(1,541.03)	34,324.12	40,000.00	5,675.88
	28,600.89	54,708.27	26,107.38	493,767.75	656,500.00	162,732.25
Total expenses and losses	72,888.45	102,563.43	29,674.98	961,356.09	1,230,762.00	269,405.91

See accountant's compilation report.

Carthage Public Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and ten months ended April 30, 2021

	2021	Monthly	Monthly	2021	Annual	Annual
	Month Actual	Budget	Variance	Year to date	Budget	Variance
Increase/(Decrease) in unrestricted net assets before transfers	(22,938.64)	(39,333.22)	16,394.58	45,436.68	(472,000.00)	517,436.68
Transfers from temporary restricted	6,412.92	39,333.34	(32,920.42)	295,405.25	472,000.00	(176,594.75)
Transfers to temporary restricted	(9,680.29)	0.00	(9,680.29)	(246,051.76)	0.00	(246,051.76)
Increase/(Decrease) in unrestricted net assets	<u>(26,206.01)</u>	<u>0.12</u>	<u>(26,206.13)</u>	<u>94,790.17</u>	<u>0.00</u>	<u>94,790.17</u>

See accountant's compilation report.

Carthage Public Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and ten months ended April 30, 2021

	2021 Month Actual	Monthly Budget	Monthly Variance	2021 Year to date	Annual Budget	Annual Variance
Changes in temporarily restricted net assets						
CSLP Grant	0.00			201.99		
Spotlight on Literacy (RTR) Grant - MOSL 2020	0.00			912.98		
Spotlight on Literacy (RTR) - MOSL-SLT20-CTHG 06/2020-05/2021	0.00			2,257.00		
Spotlight on Literacy Grant - MOSL - 2020	0.00			1,012.00		
Spotlight on Literacy Grant-MOSL-SLT20-CAPL 06/2020-05/2021	0.00			6,000.00		
Summer Reading Program LOCAL Funds- 2021 #SLP20-029	0.00			1,500.00		
Summer Reading Program-MOSL Grant Funds 02/2020-08/2020	0.00			3,065.53		
Thelma Stanley Foundation Grant	0.00			10,000.00		
Mult Purpose Building - furnishings and supplies	0.00			21,088.63		
Mult Purpose Building	3,000.00			188,333.34		
LSTA-Spotlight on Literacy Grant - MOSL- SLT20CN0-9871	6,680.29			6,680.29		
Anne Elliff - Children's Dept	0.00			5,000.00		
CPL Development Foundation	0.00			(272.89)		
CSLP Grant	0.00			(201.99)		
Debbie Putnam - Ebooks	0.00			(3,500.00)		
Library Gardens	0.00			(1,166.69)		
Spotlight on Literacy (RTR) Grant - MOSL 2020	0.00			(912.98)		
Spotlight on Literacy (RTR) - MOSL-SLT20-CTHG 06/2020-05/2021	(600.00)			(5,225.99)		
Spotlight on Literacy (RTR) Grant - Local 2020	0.00			61.82		
Spotlight on Literacy (RTR) - LOCAL Funds-SLT20- CTHG 06/2020-05/2021	0.00			(521.70)		
Spotlight on Literacy Grant - MOSL 2020	0.00			(1,012.00)		
Spotlight on Literacy Grant-MOSL-SLT20-CAPL 06/2020-05/2021	(3,093.75)			(10,118.75)		
Spotlight on Literacy Grant - Local - 2020	0.00			83.87		
Spotlight on Literacy Grant-LOCAL Funds-SLT20- CAPL 06/2020-05/2021	(427.84)			(1,745.08)		
Summer Reading Program-Local Funds 02/2020- 08/2020	0.00			(248.83)		
Summer reading program - MOSL grant	0.00			1,023.00		

See accountant's compilation report.

Carthage Public Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and ten months ended April 30, 2021

	2021	Monthly	Monthly	2021	Annual	Annual
	Month Actual	Budget	Variance	Year to date	Budget	Variance
Summer Reading Program-MOSL Grant Funds 02/2020-08/2020	0.00			(4,536.01)		
Summer Reading Program MOSL Funds- 2021 #SLP20-029	(336.60)			(2,031.60)		
Thelma Stanley Foundation Grant	0.00			(410.59)		
Multi Purpose Building - furnishings and supplies	(1,347.43)			(67,470.58)		
Multi Purpose Building	0.00			(188,717.97)		
LSTA-Spotlight on Literacy Grant - MOSL- SLT20CN0-9871	(607.30)			(6,680.29)		
Anne Elliff - Children's Dept	0.00			(1,800.00)		
Increase/(Decrease) in temporarily restricted net assets	<u>3,267.37</u>			<u>(49,353.49)</u>		
Change in net assets	<u><u>\$ (22,938.64)</u></u>			<u><u>\$ 45,436.68</u></u>		

See accountant's compilation report.

Carthage Public Library
Gift Account Activity
For the one month and ten months ended April 30, 2021

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending balance</u>
Boylan Grant	\$ 6,252.67	\$ 0.00	\$ 0.00	\$ 6,252.67
Carthage Community Foundation	5,000.00	0.00	0.00	5,000.00
CPL Collection Development Grant	(5,000.00)	0.00	0.00	(5,000.00)
CPL Development Foundation	10,451.55	0.00	(272.89)	10,178.66
CLSP Grant	0.00	201.99	(201.99)	0.00
Debbie Putnam - Ebooks	26,639.74	0.00	(3,500.00)	23,139.74
Library Gardens	3,878.47	0.00	(1,166.69)	2,711.78
Spotlight on Literacy (RTR) Grant - MOSL 2020	5,246.35	912.98	(912.98)	5,246.35
Spotlight on Literacy (RTR)-MOSL-SLT-CTHG 06/2020-05/2021	0.00	2,257.00	(5,225.99)	(2,968.99)
Spotlight on Literacy (RTR) Grant - Local 2020	(61.82)	0.00	61.82	0.00
Spotlight on Literacy (RTR)-LOCAL Funds-SLT-CTHG 06/2020-05/2021	5,625.95	0.00	(521.70)	5,104.25
Spotlight on Literacy - MOSL -2020	(4,206.00)	1,012.00	(1,012.00)	(4,206.00)
Spotlight on Literacy Grant-MOSL-SLT20-CAPL 06/2020-05/2021	0.00	6,000.00	(10,118.75)	(4,118.75)
Spotlight on Literacy Grant - Local - 2020	(83.87)	0.00	83.87	0.00
Spotlight on Literacy Grant-LOCAL Funds-SLT20-CAPL 06/2020-05/2021	20,992.57	0.00	(1,745.08)	19,247.49
Steadley Trust	926.16	0.00	0.00	926.16
Summer Reading Program-Local Funds 02/2020-08/2020	448.67	0.00	(248.83)	199.84
Summer Reading Program LOCAL Funds- 2021 #SLP20-029	0.00	1,500.00	0.00	1,500.00
Summer reading program - MOSL grant	(1,023.00)	0.00	1,023.00	0.00
Summer Reading Program-MOSL Grant Funds 02/2020-08/2020	1,470.48	3,065.53	(4,536.01)	0.00
Summer Reading Program MOSL Funds- 2021 #SLP20-029	0.00	0.00	(2,031.60)	(2,031.60)
Thelma Stanley Foundation Grant	7,012.96	10,000.00	(410.59)	16,602.37
Multi Purpose Building - furnishings and supplies	220,119.58	21,088.63	(67,470.58)	173,737.63
Multi Purpose Building	(181,117.28)	188,333.34	(188,717.97)	(181,501.91)
LSTA-Spotlight on Literacy Grant - MOSL-SLT20CN0-9871	0.00	6,680.29	(6,680.29)	0.00
Anne Elliff - Children's Dept	0.00	5,000.00	(1,800.00)	3,200.00
Operational reserves	195,998.47	0.00	0.00	195,998.47
Totals	<u>\$ 318,571.65</u>	<u>\$ 246,051.76</u>	<u>\$ (295,405.25)</u>	<u>\$ 269,218.16</u>

See accountant's compilation report.

Carthage Public Library **Adjusting Journal Entries**

April 1, 2021 - April 30, 2021

Date	Reference	Account	Description	WP Ref	Debit	Credit	Net Income Effect
Adjusting Journal Entries							
04/30/21	90.01		To adjust LAGERS payable				569.69
		2250	Lagers withholding		569.69		
		6050	Lagers			569.69	
04/30/21	PRTAX		To adjust state withholding payable to actual				161.50
		6090	Payroll taxes - FICA			161.50	
		2110	State withholding		161.50		
Totals for Adjusting Journal Entries					<u>731.19</u>	<u>731.19</u>	<u>731.19</u>
Report Totals					<u>731.19</u>	<u>731.19</u>	<u>731.19</u>

Journal Entry count = 2

Carthage Public Library

Check register

April 1, 2021 - April 30, 2021

Date	Reference	Description	Amount
Cash in bank - Guaranty Bank			
04/01/21	1352	4 State Maintenance Supply, Inc.	2,652.50
04/01/21	1353	Art Central	99.98
04/01/21	1354	Gale/Cengage Learning Inc.	91.97
04/01/21	1355	Great America Financial Services	181.14
04/01/21	1356	Sam's Club MC/SYNCR	4,603.88
04/02/21	TASCINSURAN CE	TASC DIRECT PAY	1,125.00
04/09/21		Impound Payment - Tax Agent	387.00
04/09/21		Impound Payment - Firm Vendor	164.10
04/09/21	34010	Internal Revenue Service	4,473.38
04/13/21	1357	Baker & Taylor	61.68
04/13/21	1358	Carthage Water & Electric	4,750.21
04/13/21	1359	Lakeland Office Systems, Inc.	123.94
04/13/21	1360	Lowes Business Acct/GECRB	301.55
04/13/21	1361	Race Brothers	121.68
04/13/21	1362	Randy Dubry Construction, LLC	4,255.00
04/13/21	1363	Rockin B Graphics	90.00
04/13/21	1364	Schmidt Associates LLC	55.00
04/13/21	1365	Unique Management Services, Inc.	8.95
04/14/21	1366	Baker & Taylor	46.95
04/14/21	1367	Blackstone Publishing	114.24
04/14/21	1368	Florette By Countryside	50.00
04/14/21	1369	Gale/Cengage Learning Inc.	38.92
04/14/21	1370	Schendel Pest Services	200.00
04/14/21	1371	Smart Apple Media	213.66
04/14/21	1372	Total Electronics Contracting Inc.	483.80
04/19/21	1373	Amazon	3,321.38
04/19/21	1374	Carthage Printing Services	651.90
04/19/21	1375	Children's Plus Inc.	592.86
04/19/21	1376	Gale/Cengage Learning Inc.	267.30
04/19/21	1377	Lowes Business Acct/GECRB	56.10
04/19/21	1378	Perma-Bound	368.35
04/19/21	1379	Spire	124.15
04/23/21		Impound Payment - Tax Agent	458.50
04/23/21		Impound Payment - Firm Vendor	114.00
04/23/21	34031	Internal Revenue Service	4,310.07
04/29/21	1393	Darcy Wood	263.60
04/30/21	1380	AFLAC	868.76
04/30/21	1381	Baker & Taylor	102.10
04/30/21	1382	Blackstone Publishing	66.04
04/30/21	1383	Carrier Corporation	2,177.00
04/30/21	1384	Carthage Public Library	3,000.00
04/30/21	1385	Gale/Cengage Learning Inc.	130.84
04/30/21	1386	Jerry Welch	22.47
04/30/21	1387	Julie Yockey	205.44
04/30/21	1388	Lowes Business Acct/GECRB	104.52
04/30/21	1389	Perma-Bound	175.04
04/30/21	1390	Schendel Pest Services	200.00
04/30/21	1391	VISA Card Services	2,386.64
04/30/21	1392	Voya Financial	154.32
04/30/21	LAGERS-PMT	MO Lagers Payment Payroll Deductions 4/30/2021	3,206.72
04/30/21	P89	Payroll Journal Entry	3,040.60
04/30/21	P89	Payroll Journal Entry	29,178.47
Total demand			80,241.70

Children's Progress Report

April 2021, Sherri Luce

April really seemed to fly by this year. I've done a lot of communicating with area schools, preschools and daycares, and groups are very excited to get the children back in the Library. The only program we hosted was a drive-through book giveaway in which we partnered with Parents As Teachers that was very successful, reaching just over 100 families. We gave books and summer reading information to everyone that came by.

I've now completed our summer calendar, and we are compiling them for area schools and daycares. I've attached a copy here, though we've already added another program: an adoption day with the Carthage Humane Society on July 23rd. We will use signage and social media to get the word out about it. (Your calendar is in color because it was printed in house; those going home are being mass produced, so they are black and white, on colored paper.)

Because we must impose limits, we are creating an online sign-up for patrons to attend in-Library programs, while also creating a video version for those that can't or chose not to attend. All crafts will be take and make, to reduce the number of surfaces touched and time spent inside the Library buildings.

"Rosenberg's Rules of Order"

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

Introduction

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

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

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

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

The Role of the Chair

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

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

The Basic Format for an Agenda Item Discussion

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

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

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

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

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

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

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

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

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

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

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

Motions in General

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

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

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

The Three Basic Motions

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

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

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

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

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

Multiple Motions Before the Body

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

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

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

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

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

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

To Debate or Not to Debate

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

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

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

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

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

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

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

Majority and Super-Majority Votes

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

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

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

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

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

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

The Motion to Reconsider

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

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

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

Courtesy and Decorum

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

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

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

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

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

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

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

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

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

Special Notes About Public Input

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

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

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

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