

1. Agenda

Documents:

[CITY COUNCIL AGENDA 06 25 19.PDF](#)

2. Minutes

Documents:

[CITY COUNCIL MINUTES 06 25 19.PDF](#)

3. Meeting Materials

Documents:

[COUNCIL PACKET 06 25 19.PDF](#)

**Council Agenda
City Of Carthage, Missouri
Tuesday, June 25, 2019
6:30 PM- Council Chambers**

1. Call To Order
2. Invocation
3. Pledge of Allegiance to Flag
4. Calling of the Roll
5. Reading and Consideration of Minutes of Previous Meeting
6. Presentations/Proclamations
7. Public Comments

(Each person addressing the Council shall state their name and address or the organization or firm represented and is limited to no more than five (5) minutes. The time may be extended by the chair if deemed necessary. Once a person has had their say on a particular issue they are not permitted 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
15. Old Business

1. **C.B. 19-23-** An Ordinance adopting the Annual Operating and Capital Budget of the City of Carthage for the Fiscal Year 2019-2020. (Budget Ways & Means)
2. **C.B.. 19-24-** An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and the Carthage Chamber of Commerce for services in the amount of \$118,075.00. (Budget Ways & Means)
3. **C.B. 19-25-** An ordinance authorizing the Mayor to execute a Contract between the City of Carthage and the Carthage Convention & Visitors Bureau for services in the amount of \$102,000.00 (Budget Ways & Means)
4. **C.B. 19-26-** 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 of \$21,000.00. (Budget Ways & Means)
5. **C.B. 19-27-** An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage and the Carthage Humane Society for animal control services for the City of Carthage. (Budget Ways & Means)
6. **C.B. 19-28-** An Ordinance authorizing utility rate adjustments for electric, water and wastewater services as recommended by the Carthage Water & Electric Plant Board. (Budget Ways & Means)

7. **C.B. 19-29-** An Ordinance extending the current contract with Anderson Engineering, Inc. to include a new term from July 1, 2019 to June 30, 2021. (Public Works)

16. New Business

1. **C.B. 19-30-** An Ordinance authorizing the Mayor to enter into a contract with the Bethesda Healthcare, Inc for health services. (Insurance, Audits & Claims)

17. Mayor's Appointments

18. Resolutions

1. **Resolution 1873-** A Resolution providing for the formal acceptance of a donation from the Rural Fire District by the City Council of the City of Carthage, Missouri pursuant to City Policy. (Public Safety)

19. Closing Comments

20. Executive Session

21. Adjournment

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

MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
June 25, 2019

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

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

The following Department Heads were present: Captain Bill Hawkins, Fire Chief Roger Williams, Public Works Director Zeb Carney, Parks & Recreation Director Mark Peterson and City Clerk Traci Cox.

Mr. Daugherty made a motion, seconded by Mr. Collier, to approve the minutes of the June 11, 2019 Council Meeting. Motion carried unanimously.

No citizens were present during Citizen's Participation Period.

Mr. Snow reported the Budget, Ways and Means Committee is between meetings with the next meeting scheduled for July 8.

Ms. Otero reported the Committee on Insurance/Audit and Claims met on this date in the Council Chambers and approved the claims. Salary adjustments for red-lined employees were discussed. Ms. Otero made a motion, seconded by Mr. Armstrong, to authorize additional funds of approximately \$9,745 of the General Fund Budget for an additional 2% adjustment to salaries of red-lined employees. Motion carried.

Mr. Collier reported the Public Safety Committee meeting scheduled for June 17 was cancelled due to lack of quorum. Mr. Collier moved to close Bel Aire on July 3 from 6:00 p.m. to 8:30 p.m. for the 18th Annual Bel Aire Bike Parade. Motion was seconded by Mr. Snow. Motion carried. Mr. Collier made a motion, seconded by Mr. Armstrong, to approve the Day of the Bible 4th of July Parade hosted by the Alpha Y Omega Covenant Church beginning at 10:00 a.m. following the same route as in previous years. Motion carried. Mr. Collier also reported on Resolution 1873.

Mr. Topete reported the Public Services Committee met June 18. Concrete for the new pavilion at Municipal Park was bid out with only one bid received. Mr. Topete made a motion, seconded by Mr. Daugherty, to approve the bid from Reed Concrete for \$4,830. Motion carried.

Mr. Daugherty reported the Public Works Committee is between meetings with the next meeting scheduled for July 2.

Special Committee and Board Liaison reports were given by Mr. Collier for the Carthage Water & Electric Board and Police & Fire Pension, Ms. Otero for the Jasper County Commissioners, Harry S Truman Coordinating Council and Humane Society, Mr. Barlow for Planning & Zoning, Mr. Armstrong for the Powers Museum, and Mr. Topete for the Tree Board and Kellogg Lake Board.

Mayor Dan Rife reported on finalizing the budget process.

During Reports of Council Members, Mr. Collier commended staff for their work on the new website.

City Attorney Nate Dally reported on his attendance at the Planning & Zoning meeting to answer questions on future medical marijuana ordinances. The new Show Me Courts system is close to being implemented. Mr. Dally also reported on the mediation he attended with City Administrator Tom Short. Progress is being made on the lawsuit against the railroad, and attorneys will work on legal challenges that were raised.

Fire Chief Roger Williams reminded everyone of fireworks ordinances that are in place for July 4th celebrations. He also reminded everyone to use common sense in high water situations.

Parks & Recreation Director Mark Peterson reported he will be discussing the Park Master Plan at the next Public Services meeting.

City Administrator Tom Short reported on the following: his attendance at mediation, MML Policy meeting, Vision Carthage meeting, meetings with the Mark Peterson to discuss the Park Master Plan, meetings with Zeb Carney to discuss capital projects, a future medical marijuana ordinance, discussions with the county to coordinate on the jail expansion project, and the updated webpage design is now online.

The Committee on Claims filed a report in the amount of \$706,659.98 against the following funds: General Revenue \$80,256.38, Public Health \$124,030.54, Parks Stormwater \$71,125.05, Golf \$623.01, Parks & Recreation \$53.43, Judicial Education \$234.18, Library \$25,000.00, Fire Protection \$19,111.26, Capital Improvements \$55,883.78, and Payroll \$330,342.35. Ms. Otero made a motion, seconded by Mr. Armstrong to accept the report and allow the claims. Motion carried.

Under old business, **C.B. 19-23** - An Ordinance adopting the Annual Operating and Capital Budget of the City of Carthage for the Fiscal Year 2019 - 2020 was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Daugherty, Newport, Otero, Snow, Topete, and West. The council bill was approved and numbered Ordinance **19-25**.

C.B. 19-24 - An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and the Carthage Chamber of Commerce for services in the amount of \$118,075.00 was placed on second reading followed by a roll call vote of 9 yeas and 0 nays.

Ayes: Armstrong, Barlow, Collier, Daugherty, Newport, Otero, Snow, Topete, and West. The council bill was approved and numbered Ordinance 19-26.

C.B. 19-25 - An Ordinance authorizing the Mayor to execute a Contract between the City of Carthage and the Carthage Convention and Visitors Bureau for services in the amount of \$102,000.00 was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Daugherty, Newport, Otero, Snow, Topete, and West. The council bill was approved and numbered Ordinance 19-27.

C.B. 19-26 - 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 of \$21,000.00 was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Daugherty, Newport, Otero, Snow, Topete, and West. The council bill was approved and numbered Ordinance 19-28.

C.B. 19-27 - An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage and the Carthage Humane Society for animal control services for the City of Carthage was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Daugherty, Newport, Otero, Snow, Topete, and West. The council bill was approved and numbered Ordinance 19-29.

C.B. 19-28 - 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, Collier, Daugherty, Newport, Otero, Snow, Topete, and West. The council bill was approved and numbered Ordinance 19-30.

C.B. 19-29 - An Ordinance extending the current contract with Anderson Engineering, Inc. to include a new term from July 1, 2019 to June 30, 2021 was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Daugherty, Newport, Otero, Snow, Topete, and West. The council bill was approved and numbered Ordinance 19-31.

Under new business, **C.B. 19-30** - An Ordinance authorizing the Mayor to enter into a contract with the Bethesda Healthcare, Inc. for health services was placed on first reading with no action taken.

Mr. Collier made a motion, seconded by Mr. Armstrong, to approve Resolution 1873 - a Resolution providing for the formal acceptance of a donation from the Rural Fire District by the City Council of the City of Carthage, Missouri pursuant to City Policy. Resolution passed by a roll call vote of 9 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Daugherty, Newport, Otero, Snow, Topete, and West. Resolution passed.

During closing remarks, Mr. Daugherty requested donor information be included in the heading of Resolutions.

Mr. Daugherty made a motion, seconded by Mr. Collier, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:07 PM.

**COUNCIL AGENDA
CITY OF CARTHAGE, MISSOURI
TUESDAY, JUNE 25, 2019
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
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(Each Councilmember is limited to no more than two (2) minutes. The time may be extended by the Chair if deemed necessary. Once a Councilmember has had their say on a particular issue they are not permitted to once again speak on the issue unless permitted by the Chair)

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MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
June 11, 2019

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

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

The following Department Heads were present: Lieutenant Michael Banes, Fire Chief Roger Williams, Public Works Director Zeb Carney, Parks & Recreation Director Mark Peterson and City Clerk Traci Cox.

Mr. Collier made a motion, seconded by Mr. Snow, to approve the minutes of the May 28, 2019 Council Meeting. Motion carried unanimously.

Mayor Rife presented the Proclamation promoting Kids Fishing Day.

During Citizen's Participation Period: Mark Elliff, President of the Chamber of Commerce and Economic Development Director, gave a statistical update on workforce numbers as published by the Missouri Workforce Investment Board indicating Carthage has a very low unemployment rate. Jennifer Shotwell introduced herself as the new Executive Director for the Southwest Missouri Area Agency on Aging. She informed the council of the services offered at the Over 60 Center and other services provided by the Agency. Jonathan Roberts thanked the council for support of the McCune Brooks Hospital Trust Board proposal that will fund the purchase of the Game On building. The goal is to be fully functional by January 1. Mr. Roberts also informed the council of a storefront express fitness center opening on the square by July 1.

Mr. Snow reported the Budget, Ways and Means Committee met on June 10. Contracts for the Humane Society and Chamber of Commerce were reviewed and approved. The Resolution releasing the golf funds was also approved.

Ms. Otero reported the Committee on Insurance/Audit and Claims met on this date in the Council Chambers and approved the claims. The committee reviewed the alternative options for the Nicotine Cessation Program and will be forwarding a contract for approval to the June 25 council meeting. The Wellness Committee was also discussed.

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

Mr. Topete reported the Public Services Committee is between meetings with the next

meeting scheduled for June 18.

Ms. Otero reported the Public Works Committee met on June 4. A contract with Anderson Engineering was reviewed and approved. It appears as C.B. 19-29.

Special Committee and Board Liaison reports were given by Mr. Topete for the Tree Board and Kellogg Lake Board, Mr. West for the Over 60 Center, Ms. Otero for the Jasper County Commissioners, Harry S Truman Coordinating Council and Humane Society, and Mr. Armstrong for the Powers Museum.

Mayor Dan Rife reported on his attendance at the ribbon cutting for Fire Station #2, the British Car Show and Kids Fishing Day.

During Reports of Council Members, Ms. Otero requested committee meeting packets be sent to all council members, not just committee members. Mr. West thanked all involved with Kids Fishing Day.

Lieutenant Michael Banes reported the Police Department is starting preparations for Marian Days.

Fire Chief Roger Williams thanked all who attended the ribbon cutting ceremony for Fire Station #2.

Public Works Director Zeb Carney reported that Fairview Avenue will be closed for another two weeks. He also reported on a meeting with CDL Electric and Niki Cloud regarding Phase 4 of the Wayfinding Sign Project.

Parks & Recreation Director Mark Peterson thanked the council for his appointment as the new Parks & Recreation Director. He stated he is working on prioritizing projects and working on ideas to promote the amenities the City of Carthage has to offer.

City Administrator Tom Short reported on the following: a meeting with staff regarding the new webpage, discussions with the new Parks & Recreation Director Mark Peterson, the soft opening of the new Fire Station, a meeting with the new TAC transportation planner Thomas Hughes, a meeting with Jennifer Shotwell, sales tax revenues, a medical marijuana ordinance, the fence around Central Park pool, and ADA work on Garrison.

The Committee on Claims filed a report in the amount of \$1,865,038.06 against the following funds: General Revenue \$113,434.90, Public Health \$5,323.63, Parks Stormwater \$844.18, Public Safety \$1,820.00, Golf \$19,013.12, Lodging \$8,500.00, Parks & Recreation \$42.37, Judicial Education \$546.40, Fire Protection \$9,452.39, Capital Improvements \$1,181.43, Inmate Security Fund \$193.00, Payroll \$204,686.64 and Carthage Water & Electric \$1,500,000.00. Ms. Otero made a motion, seconded by Mr. Armstrong to accept the report and allow the claims. Motion carried.

Under old business, C.B. 19-21 – An Ordinance authorizing a special use permit for the operation of private helicopter rides at the Forest Park Baptist Church, 2535 S. Grand Ave., City of Carthage, Jasper County, Missouri was placed on second reading followed by a roll call vote of 8 yeas, 0 nays. Ayes: Armstrong, Barlow, Collier, Newport, Otero, Snow, Topete, and West. The council bill was approved and numbered Ordinance 19-23.

C.B. 19-22 – An Ordinance authorizing a special use permit for the operation of a Carnival to be located at the Fair Acres Sports Complex (East George Phelps Blvd.) in the City of Carthage, Jasper County, Missouri was placed on second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Newport, Otero, Snow, Topete, and West. The council bill was approved and numbered Ordinance 19-24.

Under new business, C.B. 19-23 – An Ordinance adopting the Annual Operating and Capital Budget of the City of Carthage for the Fiscal Year 2019 – 2020 was placed on first reading with no action taken.

C.B. 19-24 – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and the Carthage Chamber of Commerce for services in the amount of \$118,075.00 was placed on first reading with no action taken.

C.B. 19-25 – An Ordinance authorizing the Mayor to execute a Contract between the City of Carthage and the Carthage Convention and Visitors Bureau for services in the amount of \$102,000.00 was placed on first reading with no action taken.

C.B. 19-26 – 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 of \$21,000.00 was placed on first reading with no action taken.

C.B. 19-27 – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage and the Carthage Humane Society for animal control services for the City of Carthage was placed on first reading with no action taken.

C.B. 19-28 – 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. 19-29 – An Ordinance extending the current contract with Anderson Engineering, Inc. to include a new term from July 1, 2019 to June 30, 2021 was placed on first reading with no action taken.

Mr. Collier made a motion, seconded by Mr. Newport, to approve the Mayor's reappointment of Ron Hitchcock and A.W. McKinney to the Appeals Board until May 2024. Motion carried 7-1 with Mr. Armstrong casting the nay vote. Mr. Collier made a motion, seconded by Ms. Otero, to approve the Mayor's reappointment of Janet Stafford

and Sherrie Wooten to the Carthage Affordable Housing Task Force until June 2023. Motion carried 7-1 with Mr. Armstrong casting the nay vote.

Mr. Snow made a motion, seconded by Mr. Collier, to approve Resolution 1872 – a Resolution of the City of Carthage, Missouri, authorizing the release of the remaining Assigned Fund Balance of the Golf Course Fund to the Unassigned Fund Balance. Resolution passed by a roll call vote of 8 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Newport, Otero, Snow, Topete and West.

During closing remarks, Ms. Otero and Mr. Collier thanked Ms. Shotwell for attending the meeting. Mr. Snow asked if any guidance had been received on the railroad crossing maintenance. City Attorney Dally stated we have not received additional information on the railroad. Mr. Dally noted that mediation for the lawsuit will be June 25. Mr. Snow also asked if any progress had been made on a Council Work Day, which Mayor Rife replied he is working on. Mr. Barlow welcomed Mr. Peterson.

Mr. Armstrong made a motion, seconded by Ms. Otero, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:26 PM.

Dan Rife, Mayor

Traci Cox, City Clerk

***PRESENTATIONS/
PROCLAMATIONS***

***PUBLIC
HEARINGS***

***OLD
BUSINESS***

COUNCIL BILL NO. 19-23

ORDINANCE NO. _____

An Ordinance adopting the Annual Operating and Capital Budget of the City of Carthage for the Fiscal Year 2019 - 2020.

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 on or before the last day of the fiscal year currently ending; and

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

WHEREAS, if at any time during the fiscal year it appears probable that the revenues available will be insufficient to meet the amount appropriated, the Council shall then take such further action as it deems necessary to prevent or minimize any deficit and for that purpose it may by ordinance reduce one or more appropriations; 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 2019 - 2020, 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 _____, 2019.

Dan Rife, MAYOR

ATTEST:

Traci Cox, CITY CLERK

Sponsored by: Budget Ways & Means Committee

COUNCIL BILL NO. 19-24

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and the Carthage Chamber of Commerce for services in the amount of \$118,075.00.

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, Missouri is hereby authorized to enter into an Agreement with the Carthage Chamber of Commerce for services in the amount of \$118,075.00, 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 JUNE, 2019.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Budget Committee

Note to Council:

RE: CB 19-24, An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and the Carthage Chamber of Commerce for [economic development] services in the amount of \$118,075.00. (Budget Ways & Means)

Changes that were made to the version of the Agreement in the Council's last packet are typo correction that had **no material impact** on the overall Agreement. These were:

- Removal of the parentheses in the 5th WHEREAS
- Removal of the parentheses in the first sentence of Article I
- Addition of "not" to the last sentence of Article II [*This program shall include, but not to be limited to the gathering and dissemination of information and ideas, research, publications, promotional programs, advertising, target marketing, prospect development and client services and assistance.*]
- Removal of the parentheses in the first sentence of Article III
- Removal of the parentheses in the first sentence of Article IV

AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

City of Carthage, Missouri and the Carthage Chamber of Commerce

This Agreement, made and entered into on this 1st day of July 2019, by and between the City of Carthage, Missouri, a municipal corporation, with offices located at 326 Grant St. Carthage, Missouri, hereinafter referred to as the “City” and the Carthage Chamber of Commerce, Incorporated, a not-for-profit corporation organized under the laws of the State of Missouri, located at 402 South Garrison Ave., Carthage, Missouri, hereinafter referred to as the “Chamber.”

Whereas, the City and CWEP have desired and identified the ongoing need to coordinate, communicate and engage the community and stakeholders in Carthage’s economic development vision, strategies and goals; and

Whereas, there have been identified specific goals and objectives ensuring Carthage’s development policies and procedures are coordinated, market-driven, and continue to focus on retention and creation of business and industry while maintaining an environment that supports entrepreneurs and industry; and

Whereas, the Economic Development Program, (specified in Exhibit A, and incorporated as if fully set out in herein) will bring efficiencies for use of resources, implementation of strategies, consistent focus and identification of community specific needs to allow for desired growth consistent with Carthage’s strategic vision; and

Whereas, the City and the Chamber desire to pursue programs that will result in economic development and job creation in the City of Carthage and its environs; and

Whereas, the Chamber has established staffing capabilities to meet and implement the Vision, Mission, Goal and Objectives outlined in Exhibit A and attract and recruit new business and industry to Carthage and to promote and support the growth and expansion of existing primary business and industry within and adjacent to this community by specifically, but not limited to, the hiring of an Executive Director to serve as the community’s Economic Development Director, to accomplish the functions that will lead to the creation, retention and reinvestment of resources; and

Whereas, the City has agreed to use the services of the Chamber to accomplish the aforesaid precepts

NOW, THEREFORE, in consideration of these premises and the mutual covenants herein contained, the parties agree as follows:

Article I

Purpose

The Chamber agrees to operate an economic development program as generally specified in Exhibit A included herein on behalf of the citizenry of this community for the purpose of marketing and advertising the Carthage area as a location for new business and industry, and as an area committed to the assistance and expansion of existing business and industry. The Chamber will concentrate primarily on providing economic development services within the City of Carthage service area and secondarily within the region.

Article II

Administration

The Chamber, operating under the provisions of its Bylaws, agrees to provide a qualified and competent staff, including a full-time professional Director. Operating under the policy direction and authorities of the Chamber's Board of Directors, this staff shall promote the attraction of primary business, industry and employment sources to the Carthage area and provide program management and administrative services necessary to sustain a viable recruitment and maintenance program for economic opportunities. This program shall include, but not to be limited to the gathering and dissemination of information and ideas, research, publications, promotional programs, advertising, target marketing, prospect development and client services and assistance.

Article III

Annual Work Plan and Budget

The Chamber agrees to provide to the City an Annual Work Plan which will incorporate the Vision, Mission, Goal and Objectives outlined in Exhibit A as a blueprint through which the Chamber proposes to realize the purpose of this Agreement, together with a budget suitable to the operation of said Annual Work Plan. These and other related documents shall be submitted in keeping with the City's annual budgetary cycle for action by the City Council of the City of Carthage in a form compatible with that used by the City. The Chamber agrees that annually, any surplus funds provided by the City for economic development services but not used for economic development services will be returned to the City. The parties agree that during the City's budgetary process for fiscal year 2020, the agreed upon amount of compensation as specified in Article VIII herein may be adjusted for Cost of Living and/or Consumer Price Index changes which occurred during the previous three years and the Agreement amended accordingly at that time.

Article IV

Right of Review

The Chamber understands and agrees that operations of the City's economic development programs are to serve the Carthage area and the general public through promotion of economic development, job creation, capital investment, and business expansion and, based on the nature of this operation, that the acts and deeds of the Chamber's agents and employees tend to be viewed as the acts and deeds of the community. As a result, the Chamber agrees to provide to the City regular reports regarding the operation of its economic development program during the term of this Agreement. These reports will include, but not be limited to, information concerning the Chamber's overall economic development strategies, staff assignments, prospect visits, program activities and results. Written monthly reports regarding economic development service activities will be presented to the City Council at the first Council meeting of each month. Additionally, the Chamber agrees to provide an oral quarterly report on its economic development activities including the budget and use of funds. It is further understood that information on prospects and active economic development clients will be exchanged with the City Council in such a way as to protect and preserve any professional confidentiality between these clients and persons representing the Chamber.

Article V

Joint Ventures

The City will have at least one designated staff or Council representative appointed liaison by the Mayor on the Chamber Board. **In the event of a vacancy in the Chamber Executive Director's position, through resignation or forced termination, the Chamber Board of Directors will form a Search Committee comprised of, at least, members of the Chamber Board of Directors, at least, one representative of CWEP,**

and at least, one Council representative appointed by the Mayor. The Chamber will work closely with the City and CWEP in finalizing any deals with economic development prospects that are within the City's service area including, but not limited to, the development of any incentive packages. The City's participation in any regional advertising, marketing and/or development efforts, e.g., the Joplin Regional Partnership Initiative, will be conducted through the Chamber.

Article VI

Changes in Scope of Agreement

If during the term of this Agreement, the Chamber Executive Director terminates employment with the Chamber, the City, at its sole discretion, shall have the option of reducing the monthly disbursement to the Chamber by the amounts specified in that given year's budget submittal to the City for the Director's salary and benefits.

Article VII

Term of Agreement

This Agreement shall commence on the date first written above. This is a General Agreement, anticipating a long-term multi-year relationship between the City and the Chamber, subject to annual renewals thereof. Pursuant to this General Agreement, an Annual Work Program and Budget are to be submitted by the Chamber for consideration by the City Council, as provided in Article III of this Agreement. Upon approval of the City, each adopted Annual Work Program and Budget will be attached to this General Agreement and become the substantive basis for the continuation of the General Agreement on a fiscal year basis. Each Annual Work Program and Budget is to be the basis for any funding which the City may choose to provide to the Chamber. This Agreement is to continue in full force and effect upon reconfirmation by both parties on or before July 1 of each year. If either party determines that it will not reconfirm this Agreement, it shall notify the other party at least sixty (60) days prior to the expiration of the Agreement. Funding shall be extended to include the notification period, when this period extends beyond July 1. The term of this agreement is intended to extend from the date it is first executed through June 30, 2020.

Article VIII

Compensation

The Chamber agrees to perform its obligations hereunder for a sum of one hundred-eighteen thousand, seventy-five dollars and no cents (\$118,075.00) annually, as budgeted and adopted by the City, payable in twelve (12) equal monthly installments of nine thousand, eight hundred thirty-nine dollars and fifty-eight cents (\$9,839.58) payable by the City at the first City Council meeting of each month commencing with the signing of this Agreement. The Chamber shall submit a monthly invoice with detailed supporting documentation as stipulated in this Agreement, describing the services provided incurred by the Chamber. Compensation shall be subject to and conditioned on the Chamber meeting the requirements specified in Exhibit A. Quarterly financial updates will be provided and funds tracked separately to the City to keep the City informed of the status of the use of funds.

Article IX

Non-Transferable

The Chamber agrees not to assign or otherwise transfer this Agreement or rights contained herein without prior written approval of the City.

Article X

Liability

The Chamber agrees that all persons working for the Chamber under this Agreement shall be employees of the Chamber and in no way shall be considered as employees of the 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 the Chamber, the same shall be the sole responsibility of the Chamber. It is understood that the Chamber shall indemnify and hold harmless the City from any and all claims, suits, demands and actions related to the operation of the Chamber's economic development program. Notwithstanding the provisions of Missouri Law and the protection which said law provides to persons that serve as members of policy bodies responsible for the governance of not-for-profit organizations, the Chamber, as deemed appropriate by its Board of Directors, is authorized to insure itself, its Officers, Directors and Staff, against liability claims.

Article XI

Equipment and Files

The Chamber agrees to maintain such files and other information relative to its economic development efforts as appropriate for smooth and effective program administration from year to year, to include access to such computers, audio-visual and other equipment systems as may be necessary to the implementation of its approved programs. The files of the Chamber shall be subject to the provisions of the state law on open records, except as this law relates to records of Chamber activities with individual and specific business firms having a client-type relationship with the Chamber.

Article XII

Non-Discrimination

In connection with the performance of services under this Agreement, the Chamber agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or ancestry. It shall be the Policy of the Chamber to take affirmative action to insure that its employees are provided equal opportunity in employment, promotion, demotion, transfer, or termination, rates of pay or other forms of compensation and selection for training.

Article XIII

Waiver

The waiver by the City of any breach of any term, condition or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.

IN WITNESS WHEREOF, the parties hereto affix their hands and seals the day and year first above written.

CITY OF CARTHAGE, MISSOURI
A Municipal Corporation

By:
Dan Rife,

Mayor, City of Carthage

ATTEST:

Traci Cox, City Clerk

CARTHAGE CHAMBER OF COMMERCE
A Not-for-profit Corporation

By:
Roy Mason, Chairman
Carthage Chamber of Commerce

ATTEST:

Secretary

Exhibit A

Carthage Missouri Economic Development Program

Vision, Mission, Goal and Objectives

December 2017

A coordinated effort of the City of Carthage (City), Missouri; Carthage Water and Electric Plant (CWEP)

Vision Statement: The Carthage Economic Development Program (CEDP) will be a proactive state and regionally recognized program, respected as an initiator of a healthy and vibrant city with a strong economic base, robust jobs, improved retail areas and a growing industrial base for the citizens of Carthage.

Mission Statement: To create, foster and promote an environment conducive to attracting, expanding and retaining business and industry; promoting economic vitality and diversifying the city's tax base; increasing CWEP load and improving the overall quality of life for the citizens of Carthage.

Goal: To preserve and enhance an economically vital, competitive, sustainable community by providing aggressive coordinated leadership and superior services to the industrial, business, and commercial sectors of the Carthage economy by promoting the city's location for business and industry and supporting employment opportunities.

Key Objectives:

- Development of an Industrial Park to market Carthage and encourage business and industrial retention and recruitment
- Development of a business retention plan to ensure continued business and industrial growth
- Creation of a marketing plan to market and advertise the Carthage area as a location for new business and industry and promotion of Carthage's commitment to the assistance and expansion of business and industry
- Continued support and encouragement of vocational-technical training available in the Carthage area to meet the needs of industry and provide local employment
- Active recruitment of retail and entertainment establishments, grocery stores, and restaurants in Carthage to support the workforce and benefit area citizens
- Development and implementation of a marketing plan for Myers Park to attract various retail and service companies to Carthage
- Development and coordination of a plan to revitalize aging commercial areas, including the revitalization of the Downtown District
- Development and coordination of a plan to enhance the existing commercial corridors and encourage the assemblage of tracts adequate for planned mixed-use redevelopment throughout the City
- Maintenance of the CEDP in coordination with other economic development agencies within the city, state, region, and county, including regular contact and participation with the Joplin Regional Partnership

Primary Duties:

- In partnership with the City and CWEP, provide an annual work plan as a blueprint through which to achieve the vision, mission, and objectives of the CEDP

- Make written monthly reports to the City Administrator and the Carthage Water and Electric Plant General Manager
- Function as coordinator for the City's enterprise zone being the primary liaison between the appropriate parties and the City
- Serve as the contact for the City on economic development prospects, while coordinating with CWEP all communications with Industrial, Manufacturing and Large Consumer prospects
- Timely create all necessary reports and provide all requested information desired by business and industrial prospects
- Develop a prospect list and marketing materials for business recruitment in industrial, manufacturing, service, and retail sectors
- Attend and participate in appropriate trade shows
- Develop business attraction, retention, and expansion strategies, including cluster and target industry analysis
- Facilitate access to and recommend economic incentives for quality job creation and/or tax base enhancement for business and industry
- Work with all industrial prospects in coordination with the City and CWEP
- Regularly communicate and work with the City and CWEP on all aspects of economic development
- Provide support to CWEP economic development efforts to attract and retain significant load generating facilities.

AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

City of Carthage, Missouri and the Carthage Chamber of Commerce

This Agreement, made and entered into on this 1st day of July 2019, by and between the City of Carthage, Missouri, a municipal corporation, with offices located at 326 Grant St. Carthage, Missouri, hereinafter referred to as the “City” and the Carthage Chamber of Commerce, Incorporated, a not-for-profit corporation organized under the laws of the State of Missouri, located at 402 South Garrison Ave., Carthage, Missouri, hereinafter referred to as the “Chamber.”

Whereas, the City and CWEP have desired and identified the ongoing need to coordinate, communicate and engage the community and stakeholders in Carthage’s economic development vision, strategies and goals; and

Whereas, there have been identified specific goals and objectives ensuring Carthage’s development policies and procedures are coordinated, market-driven, and continue to focus on retention and creation of business and industry while maintaining an environment that supports entrepreneurs and industry; and

Whereas, the Economic Development Program, (specified in Exhibit A, and incorporated as if fully set out in herein) will bring efficiencies for use of resources, implementation of strategies, consistent focus and identification of community specific needs to allow for desired growth consistent with Carthage’s strategic vision; and

Whereas, the City and the Chamber desire to pursue programs that will result in economic development and job creation in the City of Carthage and its environs; and

Whereas, the Chamber has established staffing capabilities to (meet and implement the Vision, Mission, Goal and Objectives outlined in Exhibit A and) attract and recruit new business and industry to Carthage and to promote and support the growth and expansion of existing primary business and industry within and adjacent to this community by specifically, but not limited to, the hiring of an Executive Director to serve as the community’s Economic Development Director, to accomplish the functions that will lead to the creation, retention and reinvestment of resources; and

Whereas, the City has agreed to use the services of the Chamber to accomplish the aforesaid precepts

NOW, THEREFORE, in consideration of these premises and the mutual covenants herein contained, the parties agree as follows:

Article I

Purpose

The Chamber agrees to operate an economic development program (as generally specified in Exhibit A included herein) on behalf of the citizenry of this community for the purpose of marketing and advertising the Carthage area as a location for new business and industry, and as an area committed to the assistance and expansion of existing business and industry. The Chamber will concentrate primarily on providing economic development services within the City of Carthage service area and secondarily within the region.

Article II

Administration

The Chamber, operating under the provisions of its Bylaws, agrees to provide a qualified and competent staff, including a full-time professional Director. Operating under the policy direction and authorities of the Chamber’s

Board of Directors, this staff shall promote the attraction of primary business, industry and employment sources to the Carthage area and provide program management and administrative services necessary to sustain a viable recruitment and maintenance program for economic opportunities. This program shall include, but to be limited to the gathering and dissemination of information and ideas, research, publications, promotional programs, advertising, target marketing, prospect development and client services and assistance.

Article III

Annual Work Plan and Budget

The Chamber agrees to provide to the City an Annual Work Plan (which will incorporate the Vision, Mission, Goal and Objectives outlined in Exhibit A) as a blueprint through which the Chamber proposes to realize the purpose of this Agreement, together with a budget suitable to the operation of said Annual Work Plan. These and other related documents shall be submitted in keeping with the City's annual budgetary cycle for action by the City Council of the City of Carthage in a form compatible with that used by the City. The Chamber agrees that annually, any surplus funds provided by the City for economic development services but not used for economic development services will be returned to the City. The parties agree that during the City's budgetary process for fiscal year 2020, the agreed upon amount of compensation as specified in Article VIII herein may be adjusted for Cost of Living and/or Consumer Price Index changes which occurred during the previous three years and the Agreement amended accordingly at that time.

Article IV

Right of Review

The Chamber understands and agrees that operations of its (the City's) economic development programs are to serve the Carthage area and the general public through promotion of economic development, job creation, capital investment, and business expansion and, based on the nature of this operation, that the acts and deeds of the Chamber's agents and employees tend to be viewed as the acts and deeds of the community. As a result, the Chamber agrees to provide to the City regular reports regarding the operation of its economic development program during the term of this Agreement. These reports will include, but not be limited to, information concerning the Chamber's overall economic development strategies, staff assignments, prospect visits, program activities and results. Written monthly reports regarding economic development service activities will be presented to the City Council at the first Council meeting of each month. Additionally, the Chamber agrees to provide an oral quarterly report on its economic development activities including the budget and use of funds. It is further understood that information on prospects and active economic development clients will be exchanged with the City Council in such a way as to protect and preserve any professional confidentiality between these clients and persons representing the Chamber.

Article V

Joint Ventures

The City will have at least one designated staff or Council representative appointed liaison by the Mayor on the Chamber Board. **In the event of a vacancy in the Chamber Executive Director's position, through resignation or forced termination, the Chamber Board of Directors will form a Search Committee comprised of, at least, members of the Chamber Board of Directors, at least, one representative of CWEP, and at least, one Council representative appointed by the Mayor.** The Chamber will work closely with the City and CWEP in finalizing any deals with economic development prospects that are within the City's service area including, but not limited to,

the development of any incentive packages. The City's participation in any regional advertising, marketing and/or development efforts, e.g., the Joplin Regional Partnership Initiative, will be conducted through the Chamber.

Article VI

Changes in Scope of Agreement

If during the term of this Agreement, the Chamber Executive Director terminates employment with the Chamber, the City, at its sole discretion, shall have the option of reducing the monthly disbursement to the Chamber by the amounts specified in that given year's budget submittal to the City for the Director's salary and benefits.

Article VII

Term of Agreement

This Agreement shall commence on the date first written above. This is a General Agreement, anticipating a long-term multi-year relationship between the City and the Chamber, subject to annual renewals thereof. Pursuant to this General Agreement, an Annual Work Program and Budget are to be submitted by the Chamber for consideration by the City Council, as provided in Article III of this Agreement. Upon approval of the City, each adopted Annual Work Program and Budget will be attached to this General Agreement and become the substantive basis for the continuation of the General Agreement on a fiscal year basis. Each Annual Work Program and Budget is to be the basis for any funding which the City may choose to provide to the Chamber. This Agreement is to continue in full force and effect upon reconfirmation by both parties on or before July 1 of each year. If either party determines that it will not reconfirm this Agreement, it shall notify the other party at least sixty (60) days prior to the expiration of the Agreement. Funding shall be extended to include the notification period, when this period extends beyond July 1. The term of this agreement is intended to extend from the date it is first executed through June 30, 2020.

Article VIII

Compensation

The Chamber agrees to perform its obligations hereunder for a sum of one hundred-eighteen thousand, seventy-five dollars and no cents (\$118,075.00) annually, as budgeted and adopted by the City, payable in twelve (12) equal monthly installments of nine thousand, eight hundred thirty-nine dollars and fifty-eight cents (\$9,839.58) payable by the City at the first City Council meeting of each month commencing with the signing of this Agreement. The Chamber shall submit a monthly invoice with detailed supporting documentation as stipulated in this Agreement, describing the services provided incurred by the Chamber. Compensation shall be subject to and conditioned on the Chamber meeting the requirements specified in Exhibit A. Quarterly financial updates will be provided and funds tracked separately to the City to keep the City informed of the status of the use of funds.

Article IX

Non-Transferable

The Chamber agrees not to assign or otherwise transfer this Agreement or rights contained herein without prior written approval of the City.

Article X

Liability

The Chamber agrees that all persons working for the Chamber under this Agreement shall be employees of the Chamber and in no way shall be considered as employees of the 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 the Chamber, the same shall be the sole responsibility of the Chamber. It is understood that the Chamber shall indemnify and hold harmless the City from any and all claims, suits, demands and actions related to the operation of the Chamber's economic development program. Notwithstanding the provisions of Missouri Law and the protection which said law provides to persons that serve as members of policy bodies responsible for the governance of not-for-profit organizations, the Chamber, as deemed appropriate by its Board of Directors, is authorized to insure itself, its Officers, Directors and Staff, against liability claims.

Article XI

Equipment and Files

The Chamber agrees to maintain such files and other information relative to its economic development efforts as appropriate for smooth and effective program administration from year to year, to include access to such computers, audio-visual and other equipment systems as may be necessary to the implementation of its approved programs. The files of the Chamber shall be subject to the provisions of the state law on open records, except as this law relates to records of Chamber activities with individual and specific business firms having a client-type relationship with the Chamber.

Article XII

Non-Discrimination

In connection with the performance of services under this Agreement, the Chamber agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or ancestry. It shall be the Policy of the Chamber to take affirmative action to insure that its employees are provided equal opportunity in employment, promotion, demotion, transfer, or termination, rates of pay or other forms of compensation and selection for training.

Article XIII

Waiver

The waiver by the City of any breach of any term, condition or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.

IN WITNESS WHEREOF, the parties hereto affix their hands and seals the day and year first above written.

CITY OF CARTHAGE, MISSOURI
A Municipal Corporation

By:
Dan Rife,
Mayor, City of Carthage

ATTEST:

Traci Cox, City Clerk

CARTHAGE CHAMBER OF COMMERCE
A Not-for-profit Corporation

By:
Roy Mason, Chairman
Carthage Chamber of Commerce

ATTEST:

Secretary

Exhibit A

Carthage Missouri Economic Development Program

Vision, Mission, Goal and Objectives

December 2017

A coordinated effort of the City of Carthage (City), Missouri; Carthage Water and Electric Plant (CWEP)

Vision Statement: The Carthage Economic Development Program (CEDP) will be a proactive state and regionally recognized program, respected as an initiator of a healthy and vibrant city with a strong economic base, robust jobs, improved retail areas and a growing industrial base for the citizens of Carthage.

Mission Statement: To create, foster and promote an environment conducive to attracting, expanding and retaining business and industry; promoting economic vitality and diversifying the city's tax base; increasing CWEP load and improving the overall quality of life for the citizens of Carthage.

Goal: To preserve and enhance an economically vital, competitive, sustainable community by providing aggressive coordinated leadership and superior services to the industrial, business, and commercial sectors of the Carthage economy by promoting the city's location for business and industry and supporting employment opportunities.

Key Objectives:

- Development of an Industrial Park to market Carthage and encourage business and industrial retention and recruitment
- Development of a business retention plan to ensure continued business and industrial growth
- Creation of a marketing plan to market and advertise the Carthage area as a location for new business and industry and promotion of Carthage's commitment to the assistance and expansion of business and industry
- Continued support and encouragement of vocational-technical training available in the Carthage area to meet the needs of industry and provide local employment
- Active recruitment of retail and entertainment establishments, grocery stores, and restaurants in Carthage to support the workforce and benefit area citizens
- Development and implementation of a marketing plan for Myers Park to attract various retail and service companies to Carthage
- Development and coordination of a plan to revitalize aging commercial areas, including the revitalization of the Downtown District
- Development and coordination of a plan to enhance the existing commercial corridors and encourage the assemblage of tracts adequate for planned mixed-use redevelopment throughout the City
- Maintenance of the CEDP in coordination with other economic development agencies within the city, state, region, and county, including regular contact and participation with the Joplin Regional Partnership

Primary Duties:

- In partnership with the City and CWEP, provide an annual work plan as a blueprint through which to achieve the vision, mission, and objectives of the CEDP
- Make written monthly reports to the City Administrator and the Carthage Water and Electric Plant General Manager

- Function as coordinator for the City's enterprise zone being the primary liaison between the appropriate parties and the City
- Serve as the contact for the City on economic development prospects, while coordinating with CWEP all communications with Industrial, Manufacturing and Large Consumer prospects
- Timely create all necessary reports and provide all requested information desired by business and industrial prospects
- Develop a prospect list and marketing materials for business recruitment in industrial, manufacturing, service, and retail sectors
- Attend and participate in appropriate trade shows
- Develop business attraction, retention, and expansion strategies, including cluster and target industry analysis
- Facilitate access to and recommend economic incentives for quality job creation and/or tax base enhancement for business and industry
- Work with all industrial prospects in coordination with the City and CWEP
- Regularly communicate and work with the City and CWEP on all aspects of economic development
- Provide support to CWEP economic development efforts to attract and retain significant load generating facilities.

COUNCIL BILL NO. 19-25

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 the amount of \$102,000.00.

**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 the amount of \$102,000.00, 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 _____, 2019.

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 2019, by and between the City of Carthage, Missouri, (hereinafter referred to as ACity@) with offices located at 326 Grant St., Carthage, Missouri, and the Carthage Convention and Visitors Bureau, Inc. (hereinafter referred to as ACVB@) 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, for the Fiscal Year 2019-2020 in an amount not to exceed \$102,000.

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 parties hereto agree as follows:

WITNESSETH:

Article I

SCOPE OF SERVICES

1. The CVB agrees to conduct a Tourism, Leisure and Business Marketing Program for the period of July 1, 2019 through June 30, 2020.
2. The CVB agrees to provide adequate staffing and facilities for the Tourism, Leisure and Business Marketing Programs.
3. In consideration of the above services, the City agrees to pay compensation to the CVB as follows:

a. General Administrative Expenses

staffing, general office expenses, postage and travel	\$53,400.00
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b. Promotional and Marketing Expenses

ad production, design, print, media buys and funds

for matching grant projects \$48,600.00

Total **\$102,000.00**

Article II

COMPENSATION AND METHOD OF PAYMENTS

The CVB agrees to perform its obligations hereunder for an annual sum not to exceed one-hundred-two thousand dollars and no cents (\$102,000.00) for items 1, 2 under the Scope of Services, as budgeted and adopted by the City. Further, 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. Disbursements to the CVB will be payable in twelve (12) equal monthly installments of eight thousand five hundred dollars and no cents (\$8,500.00).

In June, the City will reconcile its disbursements with the actual collections of Lodging Tax receipts for items 1, 2 and 3 under the Scope of Services. The June (final) monthly installment will reflect any adjustments between the actual collections of Lodging Tax receipts and the one-hundred-two thousand dollars and no cents (\$102,000.00).

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 shall file quarterly written reports, in a format agreed to by the City, with the Carthage City Clerk, reporting on the activities of the Tourism Marketing Program of the Convention and Visitors Bureau. This report shall pertain to the expenditures of the Tourism Marketing Services in its entirety and shall 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, notwithstanding any possible negligence whether sole, concurrent or otherwise on the part of the City, are 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 five 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 satisfactory work completed on such documents and other materials. Notwithstanding the above, the CVB shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of contract by the CVB.

Attest:

Traci Cox, City Clerk
City of Carthage, Missouri

Dan Rife, Mayor
City of Carthage, Missouri

Steve Willis, President
Carthage Convention and Visitors Bureau

Niki Cloud, Executive Director
Carthage Convention and Visitors
Bureau

COUNCIL BILL NO. 19-26

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 of \$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 of \$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 _____, 2019.

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 2019, 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, 2019 ending June 30, 2020. 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, 2019 and shall terminate as of June 30, 2020. 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. 19-27

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage and the Carthage Humane Society for animal control services for 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 enter into an agreement with the Carthage Humane Society for animal control for the fiscal year 2019-2020, a copy of which is 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 JUNE, 2019.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Budget Committee

CONTRACT

Note to Council:

RE: C.B. 19-27, An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage and the Carthage Humane Society [CHS] for animal control services for the City of Carthage. (Budget Ways & Means)

Changes that were made to the version of the Agreement in the Council's last packet, which were approved by the Humane Society's Board at their meeting of Thursday night June 20, 2019. We have not received anything official yet, but believe the changes involve:

- Deletion of section number 7, "Dead animals..." as the City has its own arrangement with the disposal of dead animals with its solid waste carrier and no longer take these out to the CHS, the provision is not needed in the Agreement
- Addition of a new section number x dealing with delivering cats to the Humane Society to determine if they are indeed feral and if so making arrangements with Joplin Humane Society for dealing with them at \$40 apiece

Hopefully, we will have the replacement wording by the next meeting for Council action on the Agreement.

CONTRACT

THIS AGREEMENT entered in to this ___ day of _____ 20 ___, by and between the **City of Carthage, Missouri**, hereinafter referred to as "Government" and the **Carthage Humane Society**, a corporation organized under the laws of the State of Missouri, hereinafter referred to as "CHS."

WITNESSETH:

WHEREAS, the CHS operates an animal shelter at which it receives, cares for, and disposes of animals; and

WHEREAS, the Government may, in enforcement of its duties with respect to animal control in its jurisdiction through an animal control officer, law enforcement officer, or health official, from time to time pick up various small animals which may be sheltered, fed, and disposed of; and

WHEREAS, residents of the Government may bring small animals to CHS or to the County for transport to CHS, and CHS provides care for these animals for the benefit of the Government.

WHEREAS, the CHS and the Government desire to enter in to an agreement of mutual benefit.

NOW THEREFORE, in exchange of the premises contained herein and in good and valuable consideration exchanged between CHS and the Government, the parties hereto do mutually agree to the following:

1. CHS agrees to receive at its Shelter all live or dead dogs, cats, or similar small domestic animals found within Government's jurisdiction, which are delivered to and by any employee of Government, from and after the effective date of this Contract; and to shelter, feed, and care for, and dispose of said animals as provided for in this contract. CHS reserves the right to refuse animals due to overcrowding as defined by Department of Agriculture housing standards or other emergency including, but not limited to communicable disease outbreak or loss of heating/cooling during extreme weather conditions as defined by the Department of Agriculture temperature standards.
2. The CHS shall keep and maintain its Shelter in a clean, sanitary condition at all times. It shall properly care for, protect, and harbor all animals delivered to it as herein provided in a humane and decent manner. All animals delivered to CHS by Government shall be kept and sheltered in accordance with policies set by CHS per Department of Agriculture guidelines.
3. Animals quarantined for rabies shall be sheltered by CHS or at a veterinary hospital and subsequently transferred to CHS and shall be kept for a period of time as

determined by CHS, but not less than ten (10) days. Said rabies suspect animals shall be released only after payment of veterinary and/or confinement fees at CHS upon authorization by Government. CHS shall be compensated at the rate of Fifteen and 00/100 (\$15.00) dollars per day of confinement. Further, Government shall reimburse CHS the cost of preparation of the specimen for rabies examination, delivery of any said specimen to a health department courier or to the Missouri Department of Health, in an amount not to exceed Twenty-six and 87/100 (\$26.87) dollars per specimen. In addition, Government shall reimburse CHS for animals confined by Government for their vicious propensity, pending court cases, owner arrested or owner hospitalized as a rate of Fifteen and 00/100 (\$15.00) dollars per day. In addition, in the event CHS incurs any veterinary costs due to an injured or sick animal delivered by Government, CHS shall bill the cost of such veterinary care to the Government. All reimbursements to CHS by Government will be billed monthly with regular monthly invoice to Government.

4. CHS shall make every reasonable effort to determine the ownership of all animals delivered to its shelter under the term of hereof and shall further make every reasonable effort to inform by phone the owners of said animals of the fact that their animals are in its custody and the conditions that need to be met to regain custody of such animals.
5. CHS shall keep a daily log, in a mutually agreed format, of each animal delivered to and by Government under the terms of this agreement, and each animal shall be identified on such log by some descriptive means at the disposition of such animal shall be recorded so that at all times the parties shall have and maintain a record of all animals received and the disposition thereof. Said log shall be open to the inspection by Government at all reasonable times.
6. FEE ADJUSTMENT: Fees as provided in this agreement to be charged to the Government pursuant to this Agreement may be adjusted based upon CHS's change in costs subsequent to the previous adjustment. Any individual fee increases will be adjusted only to the extent of an increase in the Consumer Price Index for all Urban Consumers (CPI-U) in the Midwest, utilizing the most recently available 12-month period index from the previous year. In the event an adjustment to documented cost is warranted, CHS shall provide written notice thereof, no later than November 1st of each year. Government shall have (30) days to review and request any documentation. In the event the parties are unable to agree to the cost adjustment, either party shall be entitled to terminate this Agreement as provided herein.
7. Dead animals will be accepted for a fee of Twenty and 00/100 (\$20.00) dollars per animal. CHS will not accept stray animals from citizens of Government unless brought to CHS by a Government animal control officer or other authorized agent, or unless Government authorized agent gives prior approval for the citizen to relinquish such

animal. CHS will bill Government monthly for any additional services provided herein in sufficient detail so that Government may verify charges.

8. In consideration of the services to be rendered hereunder to the Government, Government agrees to pay CHS the yearly sum of Thirty-three thousand and 00/100 (\$33,000.00), appropriated by the annual budget of the Government, which shall be paid in monthly payments of Two thousand seven hundred and fifty and 00/100 (\$2,750.00) dollars per month, during the time that this agreement is in force and effect.
9. CHS agrees that the shelter facility shall be maintained in accordance with reasonable standards adopted by and under the direction of the Carthage Humane Society Board of Directors. CHS shall operate the Shelter and provide care for all animals in compliance with all state and federal regulations applicable to such facility. CHS shall make the Shelter Facilities available during regular business hours for inspection by Government, if requested, in a timely manner, any copies of inspections of the Shelter completed by any regulatory authority having jurisdiction over the facility.
10. CHS agrees to receive at its Shelter, Monday through Saturday, 9:00am CST to 4:00pm CST all live dogs, cats, or other small, domestic animals as set forth in this Agreement. CHS agrees to shelter, feed, and care for said animals, without charge to the Government, for any routine animal care services that may be incurred by CHS in providing the services set forth herein. All dogs and cats upon intake will receive core vaccinations as required by the Missouri Department of Agriculture. The Government agrees to pay, on a case-by-case basis, for extraordinary animal care or veterinary care as required in certain cases due to the medical condition of the animal. Extraordinary animal or veterinary care outside of normal preventive care applies to either euthanasia or care provided to an animal that has a good prognosis as determined by the attending Veterinarian, and the animal will be readily adoptable.
11. Termination of the Agreement may occur prior to the date agreed upon by the parties herein in the following manner:
 - a. Either party, at any time, upon one hundred and eighty (180) days written notice, may terminate this Agreement;
 - b. If CHS fails to comply with the terms of this Agreement, the Government may terminate this Agreement by providing ten (10) days written notice of its intent to terminate and specify the event of default. In the event the default is not cured within thirty (30) days, the Government shall be entitled to terminate this agreement. The Government shall be liable only for costs incurred to and until the effective date of termination.
12. CHS agrees to provide the Government with written quarterly financial statements in a timely manner upon request.

13. This Agreement may be amended at any time by writing approved by Government and CHS.
14. This Agreement shall be binding upon the parties' successors and assigns.
15. This Agreement shall be automatically renewed for successive calendar years unless terminated in writing, by either party, or at least thirty (30) days prior to the beginning of any calendar year.
16. The Government will appoint a City Liaison from the City Council to attend all meetings of the CHS Board. The Liaison will serve as a channel for communication between CHS and the Government for establishing and maintaining mutual understanding of programs; to provide input to the work of CHS when necessary; and communicates CHS' needs and preferences to the Government.

Signed this ____ day of _____ 20____.

By: _____

Government Signature

Government Printed Name

ATTEST:

By: _____

Carthage Humane Society (CHS) Signature

Carthage Humane Society (CHS) Printed Name

COUNCIL BILL NO. 19-28

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, 2019.

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

PASSED AND APPROVED THIS _____ DAY OF June 2019.

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	\$0.09456
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MONTHLY CUSTOMER CHARGE:

Residential Service (single family dwelling)	\$16.00
Residential Service (additional structures)	\$25.00

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 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, 2019

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

ENERGY CHARGE:

For Demand Meters:

For the first 5000 kWh used per month, per kWh	\$0.08156
For all additional kWh used per month, per kWh	\$0.07266

For Non-Demand Meters:

For the first 5000 kWh used per month, per kWh	\$0.09506
For all additional kWh used per month, per kWh	\$0.07856

MONTHLY CUSTOMER CHARGE:

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

MONTHLY DEMAND CHARGE:

For the first 10 kW of billing demand, per kW:	No Charge
Over 10 kW of billing demand, per kW:	\$7.85

PURCHASE POWER ADJUSTMENT:

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

SPECIAL FACILITIES CHARGE:

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

PAYMENT:

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

CONDITIONS OF SERVICE:

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

Effective July 1, 2019

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

AVAILABILITY:

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

ENERGY CHARGE:

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

MONTHLY DEMAND CHARGE:

Per kW of billing demand	\$7.43
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MONTHLY CUSTOMER CHARGE:

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

PURCHASE POWER ADJUSTMENT:

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

SPECIAL FACILITIES CHARGE:

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

PAYMENT:

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

CONDITIONS OF SERVICE:

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

Effective July 1, 2019

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

ENERGY CHARGE:

For Demand Meters:

For the first 5000 kWh used per month, per kWh	\$0.05709
For all additional kWh used per month, per kWh	\$0.05086

For Non-Demand Meters:

For the first 5000 kWh used per month, per kWh	\$0.06654
For all additional kWh used per month, per kWh	\$0.05499

MONTHLY CUSTOMER CHARGE:

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

MONTHLY DEMAND CHARGE:

Effective 7/1/2019:

For the first 10 kW of billing demand, per kW:	No Charge
Over 10 kW of billing demand, per kW:	\$5.50

PURCHASE POWER ADJUSTMENT:

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

PAYMENT:

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

CONDITIONS OF SERVICE:

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

Effective July 1, 2019

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

ENERGY CHARGE:

All kWh used per month, per kWh	\$0.04078
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MONTHLY CUSTOMER CHARGE:

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

PURCHASE POWER ADJUSTMENT:

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

SPECIAL FACILITIES CHARGE:

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

PAYMENT:

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

CONDITIONS OF SERVICE:

This rate is based on General Service rates, discounted 50%. 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, 2019

**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, 70 LED, 100 HPS, 150 HPS & 175 MVL Watt fixture, metered, monthly charge	\$3.51
53 LED, 60 LED, 70 LED, 100 HPS, 150 HPS & 175 MVL Watt fixture, unmetered, monthly charge	\$8.92
100 LED, 120 LED, 250 HPS & 400 MVL Watt fixture, metered, monthly charge	\$7.14
100 LED, 120 LED, 250 HPS & 400 MVL Watt fixture, unmetered, monthly charge	\$17.79
105 Watt Flood, metered, monthly charge	\$9.25
105 Watt Flood, unmetered, monthly charge	\$11.50
185 Watt Flood, metered, monthly charge	\$11.25
185 Watt Flood, unmetered, monthly charge	\$15.00
390 Watt Flood, metered, monthly charge	\$11.50
390 Watt Flood, unmetered, monthly charge	\$19.25

POLE INSTALLATION CHARGE:

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

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

CONDITIONS OF SERVICE:

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

Effective July 1, 2019

**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, 70 LED, 100 HPS, 150 HPS & 175 MVL Watt fixture, metered, monthly charge @ \$3.51, discounted 30%	\$2.46
53 LED, 60 LED, 70 LED, 100 HPS, 150 HPS & 175 MVL Watt fixture, unmetered, monthly charge @ \$8.92, discounted 30%	\$6.24
100 LED, 120 LED, 250 HPS & 400 MVL Watt fixture, metered, monthly charge @ \$7.14, discounted 30%	\$5.00
100 LED, 120 LED, 250 HPS & 400 MVL Watt fixture, unmetered, monthly charge @ \$17.79, discounted 30%	\$12.45
105 Watt Flood, metered, monthly charge @ \$9.25, discounted 30%	\$6.48
105 Watt Flood, unmetered, monthly charge @ \$11.50, discounted 30%	\$8.05
185 Watt Flood, metered, monthly charge @ \$11.25, discounted 30%	\$7.88
185 Watt Flood, unmetered, monthly charge @ \$15.00, discounted 30%	\$10.50
390 Watt Flood, metered, monthly charge @ \$11.50, discounted 30%	\$8.05
390 Watt Flood, unmetered, monthly charge @ \$19.25, discounted 30%	\$13.48

POLE INSTALLATION CHARGE:

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

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

CONDITIONS OF SERVICE:

Service under this schedule shall be in accordance with the provisions of the rules and regulations of the Carthage Water & Electric Plant Board. Service under this schedule provides area lighting using the Department's standard street lighting or floodlighting fixtures bracket mounted on Department-owned or leased poles, tower or fixtures. Said lighting fixtures shall be controlled by Department street lighting practices. Ornamental poles or non standard mountings will be provided at customer expense.

Effective July 1, 2019

**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	\$0.08156
For all additional kWh used per month, per kWh	\$0.07266

MONTHLY DEMAND CHARGE:

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

Single-Phase service	\$30.00
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PURCHASE POWER ADJUSTMENT:

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

SPECIAL FACILITIES CHARGE:

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

PAYMENT:

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

CONDITIONS OF SERVICE:

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

Effective July 1, 2019

**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	\$0.05709
For all additional kWh used per month, per kWh	\$0.05086

MONTHLY DEMAND CHARGE:

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

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

PURCHASE POWER ADJUSTMENT:

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

SPECIAL FACILITIES CHARGE:

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

PAYMENT:

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

CONDITIONS OF SERVICE:

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

Effective July 1, 2019

**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	\$0.22156
For all additional kWh used per month, per kWh	\$0.15256

MONTHLY CUSTOMER CHARGE:

Single-Phase service	\$17.42
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SETUP CHARGE:

Temporary electric service setup charge	\$64.61
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PURCHASE POWER ADJUSTMENT:

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

SPECIAL FACILITIES CHARGE:

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

PAYMENT:

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

CONDITIONS OF SERVICE:

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

Effective July 1, 2019

**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:

For the first 1 hundred cubic feet (CCF) used per month, per CCF	\$2.55
For all additional CCF used per month, per CCF	\$2.55

MONTHLY CUSTOMER CHARGE:

Residential Customer Charge	\$10.23
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SPECIAL FACILITIES CHARGE:

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

PAYMENT:

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

CONDITIONS OF SERVICE:

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

NOTE:

One CCF = one hundred cubic feet = 750 gallons

Effective July 1, 2019

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

AVAILABILITY:

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

NET RATE:

For the first 1 hundred cubic feet (CCF) used per month, per CCF	\$2.58
For the next 99 hundred cubic feet (CCF) used per month, per CCF	\$2.58
For all additional CCF used per month, per CCF	\$2.58

MONTHLY CUSTOMER CHARGE:

Commercial Customer Charge	\$23.63
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SPECIAL FACILITIES CHARGE:

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

PAYMENT:

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

CONDITIONS OF SERVICE:

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

NOTE:

One CCF = one hundred cubic feet = 750 gallons

Effective July 1, 2019

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

APPLICABILITY:

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

NET RATE:

For the first 1.33 hundred cubic feet (CCF) of water used per month, per CCF	\$1.83
For all additional CCF of water used per month, per CCF	\$1.83

MONTHLY CUSTOMER CHARGE:

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

5/8" meter	\$17.50	3" meter	\$28.90
1" meter	\$19.30	4" meter	\$33.60
1 1/2" meter	\$21.70	6" meter	\$43.20
2" meter	\$24.10		

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	\$24.92
1,500 to 2,500 sq ft dwelling	\$32.21
Over 2,500 sq ft dwelling	\$37.68

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

Effective July 1, 2019

**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:

For the first 1.33 hundred cubic feet (CCF) of water used per month, per CCF	\$1.92
For all additional CCF of water used per month, per CCF	\$1.92

MONTHLY CUSTOMER CHARGE:

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

5/8" meter	\$17.50	3" meter	\$28.90
1" meter	\$19.30	4" meter	\$33.60
1 1/2" meter	\$21.70	6" meter	\$43.20
2" meter	\$24.10		

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.

NOTE:

One CCF = one hundred cubic feet = 750 gallons

Effective July 1, 2019

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

Effective July 1, 2019

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

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

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

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

Effective July 1, 1994

Updated August 21, 2003

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

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

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

Enacted September 1, 1992

Updated September 1, 2006

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

Purpose:

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

Definitions:

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

Availability:

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

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

Applicability:

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

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

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

Monthly Incentive Credit:

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

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

Termination:

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

Effective July 1, 2019

COUNCIL BILL NO. 19-29

ORDINANCE NO. _____

An Ordinance extending the current contract with Anderson Engineering, Inc. to include a new term from July 1, 2019 to June 30, 2021.

**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, 2019 through June 30, 2021, 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 _____, 2019.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Public Works Committee

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Contract, made and entered into this _____ day of _____ 2019, 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, 2019 to June 30, 2021 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 #2019-21. 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
PRESIDENT

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 1 1/2% PER MONTH 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, SAMPLING OR ACTIONS OF OTHERS.

ANDERSON ENGINEERING, INC., BY:  EFFECTIVE: 07/01/2019 thru 6/30/2021
NEIL S. BRADY, P.E., CEO

PERSONNEL (HOURLY RATES):

PRINCIPAL	\$160.00	ONE MAN SURVEY CREW	\$91.00
PROGRAM MANAGER	\$144.00	TWO MAN SURVEY CREW	\$116.00
PROJECT MANAGER	\$130.00	THREE MAN SURVEY CREW	\$154.00
PROJECT ENGINEER	\$116.00	FOUR MAN SURVEY CREW	\$192.00
ASSOCIATE ENGINEER	\$97.50	LANDSCAPE ARCHITECT	\$90.00
DESIGN ENGINEER	\$78.00	GIS DIRECTOR	\$120.00
PROJECT DESIGNER	\$103.00	GIS MANAGER	\$90.00
SENIOR DESIGNER	\$92.00	GIS ANALYST	\$79.00
DESIGNER III	\$83.00	GIS SPECIALIST	\$68.00
DESIGNER II	\$75.00	GIS TECHNICIAN	\$63.00
DESIGNER	\$67.00	IBC FIRESTOP INSPECTOR	\$76.00
PROJECT COORDINATOR	\$74.00	DRILLING COORDINATOR	\$103.00
SURVEY MANAGER	\$123.00	PROJECT REPRESENTATIVE III	\$78.00
PROJECT SURVEYOR	\$90.00	PROJECT REPRESENTATIVE II	\$74.00
ASSOCIATE SURVEYOR	\$81.00	PROJECT REPRESENTATIVE I	\$56.00
TECHNICIAN IV – SURVEY/LAB SPECIALIST	\$78.00	STRUCTURAL STEEL INSPECTOR	\$60.00
TECHNICIAN III – SURVEY/SENIOR LAB	\$63.00	AWS CERTIFIED WELD INSPECTOR	\$60.00
TECHNICIAN IIs – SURVEY	\$52.00	ASNT TC-1A ULTRASONIC, MAG	
TECHNICIAN II – LAB	\$46.00	PARTICLE & DYE TESTING - LEVEL II	\$73.00
TECHNICIAN I – SURVEY/LAB AIDE	\$38.00	ADMINISTRATIVE ASSISTANT	\$39.00

EXPENSES & EQUIPMENT CHARGES:

VEHICLE (3/4 TON OR LESS)	\$0.64/MILE	GPS	\$278/DAY
VEHICLE (SUBURBAN & 1 TON+)	\$0.70/MILE	ROBOTIC TOTAL STATION	\$257.50/DAY
WATER TRUCK	\$77/DAY + \$0.70/MILE	DRONE	\$410/DAY
LASER SCANNING	\$410/DAY	COPIES	\$0.10/EACH
MOBILE LIDAR	\$1000/MILE (\$5,000 MIN)	PRINTING PLANS	\$0.51/SF + TECH TIME

REIMBURSABLES:

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

OVERTIME (OVER 8 HOURS PER DAY OR SATURDAYS, SUNDAYS, AND HOLIDAY WORK):

1.5 TIMES THE HOURLY RATE.

HOURLY RATES:

APPLY TO MEETING AND TRAVEL TIME.

DEPOSITION OR COURT TESTIMONY:

1.5 TIMES THE HOURLY RATE.

MINIMUM CHARGE:

2 HOURS OF TECHNICIAN TIME PER JOB SITE VISIT, EXCEPT FOR CYLINDER AND SAMPLE PICKUP.

HAZARDOUS OPERATION CHARGE:

FOR LEVEL C: 1 1/2 TIMES THE BASIC CHARGE; FOR LEVEL A & B: 2 TIMES THE BASIC CHARGE.

***NEW
BUSINESS***

COUNCIL BILL NO. 19-30

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into a contract with the Bethesda Healthcare, Inc for health services.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a contract with the Bethesda Healthcare, Inc for health services, 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 _____, 2019.

MAYOR

ATTEST:

CITY CLERK

COUNCIL BILL NO. 19-38 ORDINANCE NO.

An Ordinance authorizing the Mayor to enter into a contract with the Bethesda

Healthcare, Inc. for health services.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE,

JASPER COUNTY, MISSOURI as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a contract with the Bethesda Healthcare, Inc. for health services, 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 , 2019.

MAYOR

ATTEST:

CITY CLERK

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is made by and between Bethesda Healthcare Inc. ("Bethesda") an Ohio nonprofit corporation with principal offices at 4665 Cornell Road, Suite 350, Cincinnati, OH 45241 and City of Carthage ("Company") with principal offices at 326 Grant, Carthage, MO 64836.

WHEREAS, Bethesda provides a variety of corporate health services to employers and other organizations, including through the TriHealth EAP, the TriHealth Onsite Medical Services Program, Occupational Medicine, and the TriHealth Workplace Wellbeing and Fitness;

WHEREAS, Company desires to engage Bethesda to provide such corporate health services as are specified herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE I

SERVICES AND FEES

1.01 **Services.** Bethesda shall provide services to Company as specified in the TriHealth Workplace Wellbeing and Fitness Scope of Work attached hereto as Exhibit A (the "Services").

1.02 **Fees.** For the provision of the Services, Company shall pay Bethesda all Fees described Exhibit A. Bethesda shall send an invoice to Company on a monthly basis for such Fees. Company shall pay invoices within thirty (30) days after receipt. In the event Company questions or disputes any invoice or fees referenced in an invoice, Company must notify Bethesda within ten (10) days after receipt of the invoice. Failure to dispute an invoice or any amount referenced in an invoice within such ten (10)-day period shall result in the waiver of Company's right to dispute the invoice or any amount referenced in the invoice. Bethesda shall have the right to increase the Fees on an annual basis by no more than 4%.

1.03 **Company Responsibilities.**

- (i) Company shall designate an associate to act as the liaison between the parties in the day-to-day activities with respect to the Services being provided by Bethesda ("Company Coordinator"). The Company may change the Company Coordinator at anytime upon written notice to Bethesda. The initial Company Coordinator is:

Traci Cox
326 Grant
Carthage, MO 64836
P: 417-237-7000
E: t.cox@carthagemo.gov

- (ii) Company shall provide such space, equipment and supplies as Bethesda and the Company Coordinator mutually agree is reasonable to effectuate the provision of Services under this Agreement. Bethesda shall not be responsible for supplying space, equipment, or supplies except as is specifically set forth in an applicable Exhibit.

- (iii) Company shall provide internal Company publicity and communications appropriate to support the provision of Services by Bethesda. Bethesda will provide recommendations as to such publicity and communications. Where Bethesda provides publicity and marketing materials, as specifically described in an applicable Exhibit, Company shall distribute such materials.

- 1.04 Qualified Personnel. Bethesda warrants that it is qualified to perform the Services described in this Agreement and that all of the Services to be provided under this Agreement shall be provided by duly qualified employed or independent contractor personnel, and if required by law, such personnel shall be licensed or certified by the appropriate governing body.

ARTICLE II

FORMS AND RECORDS

- 2.01 Company shall obtain all necessary authorizations, consents, or other permission from employees/participants as required by federal and State laws and regulations, in order to permit Bethesda to provide Services for Company hereunder. Company shall be solely responsible for compliance with any local, State or federal laws or requirements of licensing agencies as they may apply to Company.
- 2.02 Notwithstanding the foregoing, Bethesda reserves the right to require employees/ participants to complete any additional intake, consent and/or authorization forms as Bethesda determines necessary or appropriate prior to providing Services (including, but not limited to, any preventive screening services) to such employees/ participants. Bethesda may, in its discretion and without breaching the terms of this Agreement, decline to provide Services to any employee/participant who refuses to complete such forms.
- 2.03 All employee/participant files created in connection with the provision of the Services described on Exhibit A shall be and shall remain the property of Bethesda or its contracted provider/counselor. Bethesda shall maintain the confidentiality and security of such records to the full extent required by applicable law. Upon the termination of this Agreement and subject to the conditions specified in the next sentence, Bethesda shall transfer to the successor service provider/company designated by Company a copy of employee/participant identifiable information maintained by Bethesda in connection with the Services. Any such transfer must: (i) be requested by Company in writing prior to the effective date of termination of this Agreement; (ii) occur in the timeframe mutually agreed upon by the parties and via the medium determined by Bethesda; (iii) be at the Company's sole cost; (iv) be authorized in writing by the employees/participants; and (v) otherwise be permissible under applicable law and Bethesda policy and procedure. Notwithstanding the foregoing, both parties will comply with all applicable federal and State laws and regulations concerning confidentiality and the release of private medical information. This provision shall survive termination or expiration of this Agreement.

ARTICLE III

TERM AND TERMINATION

- 3.01 **Term.** The term of this Agreement shall commence on July 1, 2019 (the "Effective Date") and shall continue for a period of one (1) year thereafter (the "Initial Term"). After the expiration of the Initial Term, this Agreement shall automatically renew for additional one (1)-year terms, unless terminated as provided herein.
- 3.02 **Termination.** After the expiration of the Initial Term, this Agreement may be terminated by either party at any time for any or no reason upon sixty (60) days' written notice to the other party. Either party may terminate this Agreement in the event that the other party shall default in the performance of any material duty or obligation imposed upon it by this Agreement, and such default shall continue for a period of thirty (30) days after written notice thereof has been given to such party by the party not in default.
- 3.03 **Continuing Obligation.** In the event this Agreement is terminated, each party shall be relieved from any further obligations to the other party under this Agreement except for those duties and obligations that expressly survive termination of this Agreement. Company agrees that its obligation to pay Bethesda for Services provided prior to and on the effective date of termination shall survive termination of this Agreement.

ARTICLE IV

STANDARD TERMS AND CONDITIONS

- 4.01 **Insurance.** Each party, at its sole cost and expense, shall procure and maintain for the term of this Agreement such policies, to include programs of self insurance, of comprehensive general liability, workers' compensation coverage as required by law, and other insurance as shall be customary and commercially reasonable to maintain to insure such party against any claim or claims for damages arising as a result of injury to property or person. Upon reasonable request, each party shall submit to the other party a current certificate(s) of insurance prior to the commencement of this Agreement and upon reasonable request during the term of this Agreement.
- 4.02 **Compliance with Law.** The parties shall perform all obligations set forth in this Agreement in compliance with all applicable State, federal and local laws and regulations, including but not limited to, laws and regulations addressing confidentiality of health information. If there are changes in laws or regulations which affect this Agreement or if any portion of this Agreement is subject to laws or regulations from time to time adopted by any regulating agency, this Agreement shall be amended to conform to such laws, rules and regulations.
- 4.03 **Compliance with Policy.** Except as set forth below, Bethesda agrees to perform the Services in a manner consistent with Company's policies and/or procedures and protocols applicable to the provision of the Services pursuant to this Agreement (the "Policies"). Company shall provide Bethesda with a current and complete copy of the Policies prior to, or on the effective date of this Agreement and with updates throughout the term of this Agreement. Notwithstanding the foregoing, under no circumstances shall Bethesda perform the Services in a manner consistent with the Policies if doing so would be inconsistent with, or contrary to, (as Bethesda determines

in its sole discretion), Bethesda's policies and procedures and applicable laws, regulations and ethical standards, including but not limited to those promulgated by the State Medical Board of Ohio or the State of Ohio Board of Nursing.

- 4.04 Out-of-State Employees. Company agrees to notify Bethesda, in advance, of any Company employee/participant residing outside the State of Ohio if Company desires for Bethesda to provide any Services specific to such employee/participant. Company acknowledges and agrees that, due to health care provider certification/licensure requirements of states other than Ohio, Bethesda may be unable to provide Services for Company employees/participants that reside outside the State of Ohio. If Bethesda is unable to provide Services under the circumstances described in this Section 4.04 it shall timely notify Company and such inability shall not be deemed a breach of this Agreement by Bethesda.
- 4.05 Notices. All notices hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or two (2) business days after it is mailed, certified, return receipt requested, postage prepaid to a party at its address listed on the first page of this Agreement. Either party may, from time to time, by written notice to the other party, designate a different address, which shall be substituted for the one specified above for such party.
- 4.06 Independent Contractors. Company and Bethesda are independent contractors. Neither party is authorized or permitted to act as an agent or employee of the other. None of the benefits provided by Company to its employees, including, but not limited to, workers' compensation insurance, disability insurance, medical insurance, and unemployment insurance shall be provided by Company to any of Bethesda's employees.
- 4.07 Strike; Work Stoppage. The parties acknowledge and agree that notwithstanding anything to the contrary herein, Bethesda will not provide any Services pursuant to this Agreement during a strike, work stoppage, boycott or picket by Company employees.
- 4.08 Governing Law; Venue. This Agreement will be governed by the laws of the State of Ohio. The parties hereby consent to the exclusive jurisdiction of the courts of the state of Ohio in Hamilton County and the United States District Court for the Southern District of Ohio and waive any contention that any such court is an improper venue for enforcement of this Agreement. This Section shall survive termination of this Agreement.
- 4.09 Participation Warranty. Company represents and warrants to Bethesda that: (i) Company is not excluded from participation under any federal health care program, as defined under 42 U.S.C. 1320a-7b(f), for the provision of items or services for which payment may be made under a federal health care program; (ii) Company has not arranged or contracted (by employment or otherwise) with an employee, contractor, and/or agent that Company or its affiliates knew or should have known are excluded from participation in any federal health care program; and (iii) no final adverse action, as such term is defined under 42 U.S.C. 1320a-7e(g), has occurred or is pending or threatened against Company or any of its affiliates or to their knowledge against any employee, contractor, and/or agent engaged to provide items or services under this Agreement (collectively "Exclusions/Adverse Actions"). Company during the term of this Agreement shall notify Bethesda of any Exclusions/Adverse Actions or any basis therefore immediately upon learning of any such Exclusions/Adverse Actions or any basis therefore. Bethesda shall have the right to terminate this Agreement immediately and without penalty upon the occurrence of an Exclusion/Adverse Action.

- 4.10 Access to Books and Records. The parties to this Agreement acknowledge that they may be obligated to comply with Section 1861(v)(1)(I) of the Social Security Act, as amended, and written regulations promulgated thereunder. Accordingly, the parties agree to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of any service rendered pursuant to this Agreement: (i) until the expiration of four (4) years after the furnishing of any Service pursuant to this Agreement, Company will make available, upon written request of the Secretary of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, copies of this Agreement and any books, documents, records, or other data of the parties that are necessary to certify the nature and extent of cost incurred for such Service; and (ii) if either party carries out any of its duties under this Agreement through a sub-contract with a related organization involving a value or cost of \$10,000 or more over a twelve (12)-month period, such party will cause such sub-contract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any Service pursuant to said sub-contract, the related organization will make available, upon written request, of the Secretary of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, copies of said sub-contract and any books, documents, records, or other data of said related organization that are necessary to certify the nature and extent of such costs. This provision shall survive termination of this Agreement. If it should be determined by counsel for Bethesda or a competent administrative or judicial authority that Section 1861(v)(1)(I) of the Social Security Act, as amended, and the written regulations promulgated thereunder, do not apply to the Services rendered under this Agreement, then this Section shall be void.
- 4.11 Assignment;Subcontractors. Company shall not assign or transfer this Agreement without the prior written approval of Bethesda. Bethesda may assign this Agreement to an affiliate or successor entity at any time without consent of Company. Bethesda shall have the right to subcontract its rights and obligations under this Agreement without prior approval from, or notice to, Company; provided that any such subcontractor(s) shall be duly qualified and if required by law, licensed or certified by the appropriate governing body.
- 4.12 Non-Solicitation. Company agrees that at no time during the term of this Agreement or for a period of one (1) year immediately following the termination of this Agreement (for any or no reason) will it call upon or solicit any employees of Bethesda for the purpose of employing, hiring or otherwise interfering with the employment relationships of such employees; nor will it directly or indirectly (through an agency or otherwise) for itself or on behalf of or in connection with any other person, firm, partnership, corporation, association or facility solicit, hire, employ, utilize the services of or take away any such employee from Bethesda. In the event of a breach of this Section by Company, Company agrees to pay to Bethesda liquidated damages in an amount equal to twenty-five percent (25%) of such employee's annual salary, as liquidated damages, plus reasonable attorneys' fees and expenses incurred by Bethesda in connection with the collection of this sum. Such liquidated damages are not intended as a penalty, but as a stipulated measure of damages resulting from Company's breach of this Section. The Company and Bethesda acknowledge and agree that the amount of damages caused by a breach of this Section are not ascertainable and the amount of liquidated damages provided in Section is a reasonable approximation of the damages Bethesda would incur if Company breaches this Section.
- 4.13 Intellectual Property. Any materials shared by Bethesda with Company, including, but not limited to, marketing information and presentations about Bethesda's services, programs and

program materials, business operations, software, software escrow, and systems processes used by Bethesda and/or its subcontractors to provide the Services herein and any Company feedback on the Services provided herein are the copyrighted, proprietary, and confidential property of Bethesda (collectively, the "Intellectual Property") and that as between Bethesda and Company, all right, title and interest in and to the Intellectual Property, including but not limited to all patent, copyright, trademark and trade secret rights, are owned by, belong to and remain with Bethesda and not Company. Company shall maintain the Intellectual Property in confidence and shall not permit any other person to, reproduce, distribute, sell, transfer, publish, disclose, rent, lease, sublicense, disassemble, decompile, reverse engineer, modify, translate, or create derivative works based on the Intellectual Property (and any copies thereof). Company shall use the Intellectual Property only for its own internal business use and only in compliance with this Agreement. Company shall be responsible for, and shall take appropriate steps to ensure compliance by, its employees and agents with respect to Company's obligations under this Agreement. Upon termination of this Agreement, Company shall, as directed by Bethesda, return or destroy the Intellectual Property.

- 4.14 Conditions and Limitations. Company agrees that it has retained Bethesda to provide only the services outlined in this Agreement. Company acknowledges that Bethesda has not and will not provide Company advice regarding any employment matters related to the Services, and that Company is solely responsible for any employment-related liability as it relates to the Services, including but not limited to, the substantive components of any wellness program, and any employment decisions made based on the information provided by Bethesda for the purposes of administering any wellness program and/or in providing the Services. Company agrees to indemnify Bethesda and hold Bethesda harmless from any legal proceedings arising from the Services, including but not limited to, the substantive components of any wellness program and any employment decisions made by Company based on the information provided by Bethesda for the purposes of administering any wellness program and/or in providing the Services. Further, Company shall be responsible for providing to employees/participants any notice which may be required by the Equal Employment Opportunity Commission's ("EEOC") final regulations regarding employer health related inquiries or medical examinations which are part of an employee health program. The EEOC has issued a model notice which may be found at: <https://www.eeoc.gov/laws/regulations/ada-wellness-notice.cfm>.
- 4.15 Third Parties. Nothing herein express or implied is intended to nor shall be construed to confer upon or give to any person other than the parties hereto and their successors or permitted assigns any right or remedies under or by reason of this Agreement.
- 4.16 Entire Agreement. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement can be modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

Bethesda:

City of Carthage:

By: _____

By: _____

Name: Terri Hanlon-Bremer

Name: _____

Title: Vice President, Employer Solutions

Title: _____

Date: _____

Date: _____

EXHIBIT A

Scope of Work: TriHealth Workplace Wellbeing and Fitness

Services and Fees. For the provision of Workplace Wellbeing and Fitness services, as described below, Company shall pay to Bethesda as set forth below. Fees are subject to increase as set forth in Section 1.02 of this Agreement. Additional coverage hours for Wellness Coordination Duties are available at \$47.00 per hour.

Individual Health Coaching:

Our health coaching models align with an individual's "readiness to change" as identified through an initial questionnaire and assessment. Through motivational interviewing techniques, we help participants generate their own goals and action plans, allowing them to build self-confidence, access appropriate resources and achieve sustainable behavior change. Each participant will be assigned the same coach throughout their program. A summary outcomes report will be provided for programs with 20 or more participants.

Quit & Stay Quit: Nicotine Cessation Coaching-

12 Session Model

\$295.00 per participant

Individual coaching designed to help participants remain accountable to their identified goal of quitting their use of nicotine permanently.

***MAYOR'S
APPOINTMENTS***

RESOLUTIONS

RESOLUTION NO. 1873

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

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

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

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

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

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

That the City accepts a Grant from the Carthage Rural Fire District for the Carthage Fire Department in the amount of \$26,000 to be applied to the acquisition of equipment or supplies solely for the Fire Department. A future budget adjustment amending the Public Safety Grant Fund for the City's fiscal 2020 Budget will be forthcoming from the Budget Ways & Means Committee to appropriate these funds at the appropriate time.

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Public Safety Committee

RESOLUTION NO. 1873

A RESOLUTION PROVIDING FOR THE FORMAL ACCEPTANCE OF A DONATION FROM THE RURAL FIRE DISTRICT BY THE CITY COUNCIL OF THE CITY OF CARHAGE, MISSOURI PURSUANT TO CITY POLICY.

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

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

WHEREAS, this policy also establishes guidelines that ensure donations occur in a timely fashion from any City decision-making process and provide criteria and process for the acceptance of donations; and

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

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

That the City accept a Grant from the Carhage Rural Fire District for the Carhage Fire Department in the amount of \$50,000 to be applied to the acquisition of equipment or supplies solely for the Fire Department. A future budget adjustment amending the Public Safety Grant fund for the City's fiscal 2020 Budget will be forthcoming from the Budget Ways & Means Committee to appropriate these funds at the appropriate time.

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Don Ellis, Mayor

ATTEST:

Tried Cox, City Clerk
Jasper County, Missouri

CITY ADMINISTRATOR DONATION REPORT:

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

There may be on-going costs associated with the operations of the equipment which will be handled through the Fire Department's operating budget, depending on the specific equipment purchased with these funds.

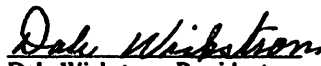
Carthage Rural Fire District
PO Box 374
Carthage, MO 64836

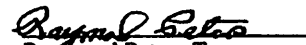
June 12, 2019

Chief Roger Williams,

The following contribution is to be applied directly to the Carthage Fire Department for the funds included in this letter. The funds should be applied towards Carthage Fire Department equipment or supplies solely. We appreciate your continuous protection of all rural fire district members.

Thank you,


Dale Wickstrom-President


Raymond Peters-Treasurer


Galen Carter-Secretary
Carthage Rural Fire District

CITY ADMINISTRATOR DONATION REPORT

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

There may be on-going costs associated with the operations of the equipment which will be handled through the City Department's operating budget, depending on the specific equipment purchased with these funds.

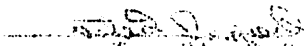
City of Houston
10000 North Loop West
Houston, Texas 77063

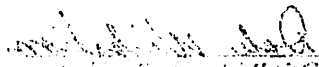
June 11, 2010

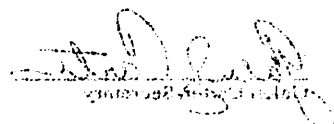
City of Houston

The following contribution is to be applied directly to the City of Houston. The City of Houston shall be responsible for applying the contribution to the City of Houston. The City of Houston shall be responsible for applying the contribution to the City of Houston. The City of Houston shall be responsible for applying the contribution to the City of Houston.

Thank you,


Raymond P. Jones


[Name]


[Name]

MINUTES
STANDING
COMMITTEES

BUDGET WAYS & MEANS COMMITTEE
MONDAY, JUNE 10, 2019 5:30 P.M.
CITY HALL CONFERENCE ROOM

MEMBERS PRESENT: Alan Snow, Juan Topete, Darren Collier and Ray West

OTHERS PRESENT: City Administrator Tom Short, City Clerk Traci Cox, Fire Chief Roger Williams, Council Member Ceri Otero and Jonathan Roberts for the Carthage Humane Society.

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

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

OLD BUSINESS:

1. **Approval of minutes from previous meeting:** Mr. Collier made a motion to approve the minutes for the May 13 Budget meeting. Motion carried 4-0.
2. **Consider and discuss contract for services with Carthage Humane Society for fiscal 2020.**

"The last communications I've had with the Humane Society was May 15, 2019 regarding if the Carthage Shelter had an estimated per-animal fee/cost. Their response was:

"A per animal contract would not help the city nor the shelter to plan for costs based off of unknown income?"

I also do not believe it is possible for the Humane Society to be able to come up with an actual per animal cost due to all the outlying factors. (is it a stray, citizens pet, size of animal, type of animal, time it stays at the shelter - as we have some that have been in the shelter for over 200 days!!!... and many others)

The humane society is not asking for any more funding than last year, even with knowing minimum wage will rise for the last 6 months of the contract. The Carthage Humane Society is also negotiating a better rate with Joplin than the city was able too, for feral cat intake, in preparation of the city voting to appeal the TNR ordinances... which currently would save the city 27% per animal.

I feel all this and more is the CHS doing everything to our upmost ability to be a partner with the city. Thanks

*Jonathan H. Roberts
Carthage Humane Society President*

So, included is the re-typed version (without typos) of the contract presented by Deborah Bell to the Committee during the Budget Hearings. The following is from last year's packet to the Committee, "Staff will do whatever the Council decides to make any contract work. Just a reminder, the City's contract has evolved over the past 15+ years and has been adjusted due to numerous problems and changes in personnel, etc. These included changes requested by CHS and changes and assurances by the City". There were a number of issues with the Agreement especially in light of the termination of the CHS Director and the feral cat program. This Agreement is on the Council agenda for first reading at the Council's June 11, 2019 meeting."

Mr. Short reviewed the proposed contract for the Carthage Humane Society noting additional changes would need to be made due to the termination of the TNR program. The contract doesn't include verbiage for an audit and negotiations are still being discussed for handling of the feral cats. Jonathan Roberts informed the committee CHS has been working with Joplin Humane Society to take the feral cats. Mr. Roberts stated they could transport up to five feral cats per month to Joplin Humane Society at a cost of \$40 which would be billed with the medical expenses. He also noted Schmidt & Associates had been hired to do the bookkeeping for CHS. Mr. Short explained the contract can be forwarded to council and changes could be made before the second reading of the C.B. to approve the contract. Mr. Collier moved to recommend sending the existing contract to council pursuant to amended language dealing with the feral cats being added. Motion carried 4-0.

3. Consider and discuss contract for services with Carthage Chamber of Commerce for Economic Development Services for fiscal 2020.

"The proposed Agreement was sent to Chamber of Commerce. It was reported that there were "some concerns" with the Agreement. It was discussed by the Board in closed session. I have not heard what those concerns were. You may recall that changes were made to the Agreement primarily regarding reporting and documentation to the City/CWEP as a result of previous concerns. This Agreement is on the Council agenda for first reading at the Council's June 11, 2019 meeting."

Mr. Short reviewed the contract with the Chamber of Commerce noting the City and CWEP administration had determined a plan for economic development, including it as an Exhibit to the contract. The Chamber of Commerce has yet to approve the contract. Mr. Collier moved to send the contract to council pending the acceptance of the contract by the Chamber of Commerce. Motion carried 4-0.

NEW BUSINESS:

1. Staff Reports.

*"Included is the monthly **budget summary** for all funds of the City for the period ending May 31, 2019. We will briefly review this at the meeting. At this point, there does not appear to any major concerns on a fund basis, outside of the Golf Course. Although it has improved a little, it is still struggling. Also included is the **Pooled Investment Report**. We'll go over it at the meeting. The **Sales Tax Report** for June's General Fund's 1% is included. Receipts for June, the final month of the fiscal year, showed an increase of 22% from the same month last Fiscal Year. This amounted to approximately \$40,585 more than last year's June's receipts. Overall for fiscal 2019, we had budgeted an increase of .01% from the previous year's budgeted amount for Sales Tax. Year-end numbers ended up 5.2% or \$120,043 higher than last year, and 1.86% (\$44,413) higher than budget projections. The City of Carthage's **Annual Operating and Capital Budget for the Year Ending June 30, 2020** which was approved by the Committee at the last meeting, is on the Council meeting for first reading. A hard copy will be delivered to the Committee Monday night at the meeting and the Council at the Tuesday Council meeting. Instead of including an electronic copy as part of this packet, the electronic version of the budget document is on the City's web page. Included in this packet is a copy of the **Council Bill** adopting the budget that is on the Council's agenda for first reading. The other **Council Bills** related to the budget (5) plus the Resolution releasing the assigned fund balance to the fund for operational use, are included in this packet. There were a*

*number of appropriations in fiscal 2019 for the **Fire Department** that will not be completed by the end of the fiscal year. The ones in the Fire Sales Tax fund, specifically, Update Warning Lighting, Markers and Equipment on Engine, will be re-appropriated via an adjustment in fiscal 2020. The one in the General Fund regarding the parking lot, will also have to be re-appropriated after discussions with the Baptist Church which was not able to be completed this year."*

Mr. Short reviewed the Summary Budget Report noting the golf course is still not meeting budgeted revenues but the fee increase will help. No other problems were noted. Ms. Cox reviewed the Pooled Investment Report. Currently, interest income for the fiscal year is \$176,755. Sales tax revenues showed an increase of 22% higher than the same month last fiscal year and year-to-date sales tax revenues 1.86% higher than budget projections.

2. **Other Business.** None at this time.

ADJOURNMENT: The meeting adjourned at 6:26 P.M. on motion by Mr. Collier.

Respectfully submitted,
Traci Cox

**COMMITTEE ON INSURANCE/AUDIT AND CLAIMS
TUESDAY, JUNE 11, 2019
CITY HALL COUNCIL CHAMBERS**

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

OTHER COUNCIL MEMBERS:

OTHERS PRESENT: City Administrator Tom Short, City Clerk Traci Cox, and Lorie Downing with Beimdiek Insurance Agency

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

OLD BUSINESS:

Approval of minutes from previous meeting: On a motion by Mr. Newport, the minutes of the May 28, 2019 meeting were approved 4-0.

Review and approval of the Claims Report: The Committee discussed items regarding the Claims Report before it was approved 4-0 on a motion by Mr. Armstrong.

NEW BUSINESS:

- 1. Consider and discuss alternative options for Nicotine Cessation Program:**
Lorie Downing again explained the Tri Health Quit and Stay Quit Program discussing the cost and success rate along with alternative plans. The cost of the program could be passed on to employees who do not complete the alternative program but that could be difficult to administer. Mr. Newport moved to send the Tri Health Quit and Stay Quit contract to council for approval. Motion carried 3-1 with Mr. Barlow casting the nay vote.
- 2. Staff Reports:** Ms. Cox reported on the progress of the Wellness Committee that is under the direction of Cary Seager and Lorie Downing.

ADJOURNMENT: Mr. Newport made a motion to adjourn at 5:51 PM. Motion carried 4-0.

Traci Cox
City Clerk

***MINUTES
SPECIAL
COMMITTEES
AND BOARDS***

CWEP

BOARD MEETING MINUTES

June 20, 2019

The Carthage Water & Electric Plant Board met in regular session June 20, 2019, 4:00 p.m. at the CWEP Office, 627 W Centennial, Carthage, MO.

Board:

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

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

Staff:

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

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

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

ADDITIONS/CHANGES TO THE AGENDA: None.

APPROVAL OF MINUTES:

A motion by Beimdiek and seconded by Schmidt to approve the minutes of the regular meeting of May 16, 2019 as presented passed unanimously.

APPROVAL OF DISBURSEMENTS:

A motion by Beimdiek and seconded by Goff to approve disbursements for May in the amount of \$2,936,603.77 passed unanimously.

FINANCIAL STATEMENT:

CFO Nugent presented the financials for May noting that the net income for the utility combined was \$122,000 more than budget but \$47,000 less than prior year for the month. She noted that for the year net income is \$1.8 million more than budget, or 83%, and approximately \$978,000 more than prior year to date, or 32%.

A motion by Beimdiek and seconded by Schmidt to approve May financials passed unanimously.

CITIZEN'S PARTICIPATION PERIOD: None.

OLD BUSINESS: None.

NEW BUSINESS:

CONSIDERATION OF BIDS FOR INCREASING PUMPING CAPACITY OF WELL #17

General Manager Bryant reported that the water department is requesting an upgrade on Well #17's pump and motor. With its current capacity, Well #17 can supply approximately 50% of demand for the south pressure district. The remaining must be pumped from the Water Treatment Plant in order to meet total demand. With an upgrade, it is anticipated that Well #17 will be the sole supplier for the south pressure district approximately 75% of the year. It is projected that this investment will payback in less than two years by reducing our energy cost. Carthage Water and Electric Plant received a quote from Flynn Drilling to upgrade this Well's capacity in the amount of \$65,769.00. GM Bryant recommends moving forward with Flynn Drilling to increase the capacity of Well #17.

A motion by Goff and seconded by Schmidt to approve upgrading Well #17's pump and motor, passed unanimously.

CONSIDERATION ON THE PURCHASE OF THREE HALF-TON PICKUP TRUCKS

General Manager Bryant noted a request to proceed with the purchase of three half-ton pickups, which were budgeted for Carthage Water and Electric Plant's new fiscal year. One purchase will be for a crew cab in the amount of \$30,681.00 and two will be for extended cabs for \$26,930.00 each. All pickups meet CWEP's required specifications and will be purchased from Putnam Chevrolet under the MoDOT State Contract.

A motion by Goff and seconded by Schmidt to approve the purchase of three half-ton pickups, passed unanimously.

CONSIDERATION ON THE PURCHASE OF AN ARTICULATING TELESCOPIC AERIAL DEVICE BUCKET TRUCK

General Manager Bryant reported a request to proceed with the purchase of a new articulating telescopic aerial device bucket truck, which was budgeted for the new fiscal year. This truck meets CWEP's specifications and will be purchased from Altec Industries, Inc. in the amount of \$149,955.00 under MoDOT State Contract, which provides competitive pricing and substantial savings.

A motion by Schmidt and seconded by Goff to approve the purchase of an articulating telescopic aerial device bucket truck, passed unanimously.

STAFF REPORTS:

General Manager Bryant reported a major water loss on Fairview from a collapsed water main that was left exposed during construction for the Fairview road widening. Bryant commended Joel Terry in the power plant and staff with the water department for their quick response and long hours on the job site. GM Bryant also commended staff on their involvement in their field of work throughout the state and being experts in their field, he added that it's a good representation of not only Carthage Water and Electric but also a compliment to the Municipalities around.

CFO Nugent updated the board on the status of the new outage call handling feature on the app. Nugent reported that a consultant for AMI has been selected and added that she is working on finishing up year end.

Director of Power Services Emery stated that natural gas prices are pretty cheap. Emery reported that the permit was approved for the street light project on Garrison and Fairlawn.

Customer Relations Manager Milliken reported that she has been helping Shawnte with the new features on the app. Milliken also noted the different events she has been a part of this month including Food Truck Friday and Safety town Day at the YMCA.

Executive Assistant Stump reported that CWEP had 10 volunteers for United Ways Day of Caring. Stump informed the Board of the upcoming blood drive held in the Community Room on July 19, 2019.

BOARD MEMBER COMMENTS:

At 4:31 p.m. a motion by Beimdiek and seconded by Goff to close a portion of the meeting into closed session pursuant to Section 610.021(3) of the Sunshine Law, passed unanimously.

At 5:08 p.m. the meeting reconvened in open session. A motion by Beimdiek and seconded by Goff to amend the contract of General Manager Bryant passed unanimously.

At 5:17 p.m. the meeting adjourned.

President – Neel Baucom

Secretary – Steve Beimdiek

***AGENDAS
STANDING
COMMITTEES***

City of Carthage



NOTICE OF MEETING Public Safety Committee – Agenda

Monday June 17, 2019

5:30 p.m.

Carthage City Hall – Upstairs Conference Room
326 Grant, Carthage MO 64836

TENTATIVE AGENDA

****CANCELLED DUE TO LACK OF QUORUM ****

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting.

CITIZEN PARTICIPATION

1. Consider and discuss 4th of July Parade – Heber Mendoza

NEW BUSINESS.

1. Consider and discuss acceptance of donation from the Carthage Fire District Board
2. Staff Reports.
 - a) Police Department
 - b) Fire Department
 - a. EMPG grant

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: 06/17/2019 @ 10:00 AM
BY: TC

PUBLIC SERVICES COMMITTEE
TUESDAY JUNE 18, 2019
5:30 P.M.
City Hall Conference Room
326 Grant Street

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)

NONE

New Business

1. Consider and discuss possible use of Municipal Swimming Pool.
2. Consider and discuss bid for shelter concrete work from Reed Construction.

Staff reports

Other Business

Adjournment

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

Posted: 06/17/2019 @ 8:15 AM

By: TC

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

June 25, 2019

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 salary adjustment for red-lined employees in FY 2020.
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***

DRAFT

APPROVED



CARTHAGE
PUBLIC LIBRARY

612 S. Garrison Avenue
Carthage, Missouri 64836
Ph 417.237.7040
Fx 417.237.7041
carthage.lib.mo.us

CARTHAGE PUBLIC LIBRARY BOARD OF TRUSTEES
Tuesday, June 11, 2019 5:15 p.m.

CARTHAGE PUBLIC LIBRARY BOARD ROOM
612 S. Garrison Ave.

AGENDA

Roll Call of Members

Minutes of the Last Meeting

Financial Report

Director's Progress and Service Report

President's Message

Council Liaison's Report

Committee Reports

Building Committee

Budget Committee

2019-2020 Budget

Community Relations

By-Laws

Library Gardens

ADA Compliance

Communications

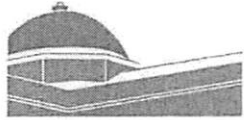
New Business

Payment of Bills

Adjournment

Closed Session

Adjournment



CARTHAGE
PUBLIC LIBRARY

612 S. Garrison Avenue
Carthage, Missouri 64836
Ph 417.237.7040
Fx 417.237.7041
carthage.lib.mo.us

Posted at 9:00 A.M. this 4th day of June, 2019

Notice is hereby given that the Carthage Public Library Board of Trustees will conduct a meeting in the Carthage Public Library Board Room at 5:15 p.m. on Tuesday, June 11, 2019.

The agenda of said meeting includes a vote to close a portion of this meeting pursuant to RSMo 610.021.



AGENDA

Notice is hereby given that the Carthage Water & Electric Plant Board will meet June 20, 2019, 4:00 p.m. at the CWEP Complex, 627 W. Centennial, Carthage. The tentative agenda of the regular meeting includes:

ADDITIONS TO THE AGENDA

APPROVAL OF THE BOARD MINUTES: May 2019

APPROVAL OF DISBURSEMENTS: May 2,936,603.77

FINANCIAL STATEMENT: May

COMMITTEE REPORTS

CITIZENS PARTICIPATION PERIOD:

OLD BUSINESS: None.

NEW BUSINESS:

1. Consideration of bids for increasing pumping capacity of Well #17
2. Consideration on the purchase of three Half-Ton Pickup Trucks
3. Consideration on the purchase of an Articulating Telescopic Aerial Device Bucket Truck

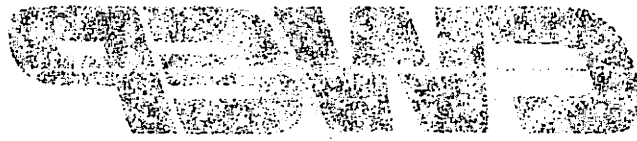
STAFF REPORTS

BOARD MEMBER COMMENTS

The tentative agenda of this meeting also includes a vote to close part of this meeting pursuant to Section 610.021(3) of the Sunshine Law.

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

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



AGENDA

Notice is hereby given that the Chicago Water & Electric Board will meet June 20, 2019, 4:00 p.m. at the CVWR Building, 637 W. Central Street, Chicago, Illinois. The tentative agenda of the regular meeting is as follows:

ADDITIONS TO THE AGENDA

APPROVAL OF THE BOARD MINUTES: MAY 2019

APPROVAL OF DISBURSEMENTS: MAY 2019

FINANCIAL STATEMENT: MAY 2019

COMMITTEE REPORTS

CITIZENS PARTICIPATION PERIOD

OLD BUSINESS: None

NEW BUSINESS:

1. Consideration of bids for increasing pumping capacity of Well #11
2. Consideration on the purchase of three Half-Ton Pickup Trucks
3. Consideration on the purchase of an Articulating Telescopic Aerial Device Bucket Truck

STAFF REPORTS

BOARD MEMBER COMMENTS

The tentative agenda of this meeting also includes a vote to close part of this meeting pursuant to Section 610.031(5) of the Sunshine Law.

Persons with disabilities who need special assistance may call 414-537-7300 or 1-800-735-3400 (TDD) via Relay Minnesota) at least 24 hours prior to meeting.

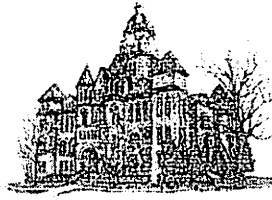
Representatives of the news media may obtain copies of this notice by contacting the City of Chicago, 110 North Dearborn Street, Chicago, Illinois 60602, 414-537-7300.

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 25, 2019 9:00 A.M. JASPER COUNTY COURTHOUSE ROOM 101

1. CALL TO ORDER
PRAYER
PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
4. PRESENTATIONS
5. REPORTS AND COMMUNICATIONS
6. ELECTED OFFICIALS/CITIZENS REQUESTS
7. COMMISSIONER'S REPORTS
8. UNFINISHED BUSINESS
9. NEW BUSINESS
10. PUBLIC HEARINGS

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

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

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

NOTICE POSTED JUNE 21, 2019 AT 4:00 P.M.

(RSMO 610.020)

POLICE AND FIRE PENSION COMMITTEE

Tuesday, June 25, 2019

11:30 A. M.

UMB Main Building

300 Grant Street

Agenda

Lunch during the Business Meeting provided by UMB Bank

Old Business

1. Accept the minutes from the previous meeting

New Business

1. Quarterly Report on Investments – Chris Calmer
2. Training Session

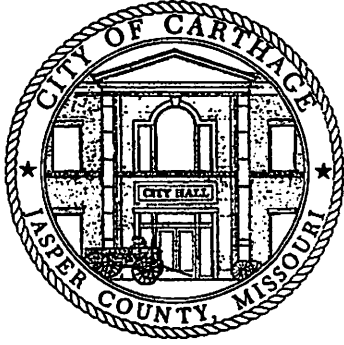
Other Business

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



The City of Carthage

"America's Maple Leaf City"

June 13, 2019

Mr. Karl G. Glassman
Leggett & Platt
1 Leggett Road
Carthage, Missouri 64836

Re: River Street Bridge

Dear Mr. Glassman:

The Missouri Department of Transportation (MODOT) completed its inspection of the City's bridges earlier in fiscal 2019. The inspection was for fifteen (15) structures on the National Bridge Inventory owned and maintained by the City of Carthage. These were inspected between February 20 and 21, 2019. In previous years, MODOT had closed the Sycamore St. Bridge. This year, two (2) more of the City's bridges were closed due to safety concerns. Additionally, two (2) other bridges were submitted for load rating analysis.

None of the structures inspected were rated as "good" (meaning '7' or better), 5 were rated as "fair" (meaning '5' or '6'), 7 were rated as "poor" (meaning '4' or worse), and 3 are now closed due to a critical inspection findings. Seven (7) of the structures that are on the National Bridge Inventory require weight restrictions.

The report from MODOT indicated a new Load Posted Weight Restriction for the River Street Bridge of 20 Tons which previously did not have a weight restriction, structural deficiencies, and a Sufficiency Rating of 48.1% down from 84.7% in 2011 (National Bridge Inventory Database Search 2011). Additionally, a contributing factor to the deterioration of the condition of bridge was due to truck traffic on this bridge. This bridge spans a drainage structure roughly between 5th St. and Malcolm Miller Blvd, on River Street.

Through its budget process, the City allocates limited resources to programs, services, equipment and facilities for the citizens of the City. The City strives, to the greatest extent possible, to maximize the effective use of the limited resources available to the City. To continue to address the bridge concerns, the City has again budgeted funds in its 2020 Budget for bridge maintenance and improvements.

As the truck traffic generated by Leggett & Platt Manufacturing Inc., from its facility on River Street has contributed to the deteriorating condition of this bridge, the City requests that Leggett & Platt participate, financially, in the replacement of this bridge with the City.

The City supports local businesses and appreciates what they do for the City from an economic and community development standpoint. However, the citizens of Carthage should not have to bear the sole responsibility of resolving this problem. I believe this project would be a good joint project to continue to capitalize on the cooperative relationship between Leggett & Platt and the City of Carthage. I, or a City representative, am available to meet with you or a representative of Leggett & Platt to discuss this matter further.

I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dan Rife', is written over the printed name.

Dan Rife,
Mayor, City of Carthage

Copies: City Council
 City Administrator
 City Clerk
 Public Works Director

10 YEARS LATER: What Local Governments Learned from the Great Recession

[Public Management Magazine, June 2019]

ARTICLE | Jun 4, 2019 [excerpt]

By Cathy Swanson-Rivenbark, ICMA-CM, AICP, CECd

The official dates of the Great Recession, from December 2007 to June 2009, mean that June 2019 signals the “supposed” ten-year aftermath to which we can apply hindsight. For local governments, the timeline of the downturn proved prolonged for employees and postponed for their governments. Employees first felt the impact at home – literally—as many experienced dramatic losses in home values and in personal investments. Then, over the next two years the plummeting of property values – in some instances as much as 70 percent—translated into the loss of their employer’s primary source of revenue (property taxes) necessitating cuts and adjustments creating a “double jeopardy” of sorts. Remembering the Great Recession’s specific impacts to and responses by local government will better prepare communities to ride out future downturns. Below are some lessons learned, and the steps taken to help insulate local government from future financial storms.

- 1. Practice Optimistic Realism.**
- 2. Develop and implement a reserves policy and a responsible debt policy.**
- 3. Manage and prioritize.**
- 4. Stay vigilant.**
- 5. Create a “Stop Doing” List.**
- 6. Confirm the usefulness of your EAP (Employee Assistance Program).**
- 7. Keep talking.**
- 8. Ask others to step forward and pool resources.**
- 9. Maintain critical infrastructure.**
- 10. Take a breath.**

Steering A Steady Budgeting Course

8 strategies to help you better navigate good times and bad
[Public Management Magazine, June 2019]

ARTICLE | Jun 4, 2019 [excerpt]

By Len Wood

Can localities avoid the feast-or-famine cycle of expansive spending during good years and then, during bad years, of scrambling to make cuts or find more revenue? The short answer is yes, local governments *can* act to steel themselves, at least in part, against inevitable future economic declines.

Localities are most vulnerable when times are good. This is when big-ticket items are usually approved. Elected leaders are more apt to approve an expanded program, bend to generous employee compensation demands, or embark upon costly capital projects.

Perhaps the most critical period is when the economy starts to improve. At the first sign of recovery, elected officials are barraged with pent-up demands from powerful community groups, residents, and employee unions. Officials tend to forget that the good times will not last and the years of plenty are followed by economic downswings.

While constant vigilance is important at all times, it is especially important at this point. Before committing to a new program or increased expenditure, an agency needs to identify the total cost impacts (direct and indirect) of decisions and whether the department or agency can really afford them today and in the future.

Here are eight strategies local governments can pursue to avoid the pitfalls inherent in the feast-or-famine economic cycle.

- 1. Build and maintain adequate reserves.**
- 2. Distinguish recurring from nonrecurring funds.**
- 3. Require a structurally balanced budget.**
- 4. Prepare long-range financial operating plans.**
- 5. Staff for the minimum.**
- 6. Identify the true cost of employee salary and benefit packages.**
- 7. Protect agency assets.**
- 8. Avoid grant pitfalls.**

INTER

OFFICE

MEMO

To: Carthage City Council
From: Tom Short
Subject: Salary Adjustments
Date: June 21, 2019

Section 2-161, paragraph 12, of the Carthage Code states that (The City Administrator shall) "advise the mayor and council on all matters relating to personnel administration, including, but not limited to, position classification, pay plans, fringe benefit policies, employment policies and administration. He shall submit any recommendations on these matters to the council for consideration and action."

Based in part on a CBIZ Human Capital Services ("CBIZ") comprehensive compensation study, in fiscal 2019, the Council adopted a recommendation to address "red-lined" employees. When employee salary has been "red lined", it means that its rate has been frozen at the maximum wage determined for the position. The position is considered topped out at a specific salary, and the employee is then ineligible for future pay increases except where a COLA is granted where the entire schedule would be adjusted accordingly.

To address this situation, and keeping in line with the City's policy and practice regarding freezing salaries and the CBIZ recommendation, a proposed adjustment was recommended and adopted allowing applicable red-lined employees an increase in lieu of a base salary increase. The amount equaled the authorized increase in salary granted to all City employees computed as an annualized lump sum amount to be disbursed bi-weekly based on grade or promotion date.

The 2020 budget figures again, includes only a 2% salary STEP increase for appropriate employees. The recommendations of the Salary and Compensation Study by CBIZ were implemented in January 2016. Changes to the retirement systems were implemented in fiscal 2017 and STEP increases approved in fiscal 2018 and 2019.

As of May 2019, there are again approximately 4% of City positions that are currently red-lined or have topped out in the step pay plan this fiscal year and would not be eligible for further pay increases. Many times, red lining happens to dedicated, long-term employees who reach the maximum salary level through years of raises or other extenuating circumstances. However, these positions are still subject to increases for other expenses including employee based increases for group health and life insurance premiums. This budget year, it is budgeted at 12%.

Therefore, in addition to the 2% STEP increase which is authorized in the 2020 budget, it is recommended the Council authorize an additional discretionary pool of funds of up to .1% (aprx. \$9,745) of the General Fund Budget, from existing allocations in the 2020 budget for adjustments

to salaries for red-lined employees, in the same manner as adopted last fiscal year, including market and range based adjustments, to be administered by the Mayor and City Administrator

T. Short
Tom Short, City Administrator

Copies:

Zeb Carney, Public Works Director

Traci Cox, City Clerk

Greg Dagnan, Police Chief

Mark Peterson, Parks & Recreation Director

Roger Williams, Fire Chief

2019-2020 CARTHAGE PUBLIC LIBRARY BUDGET

Approved Board 2019-2020 Budget

Projected Income

Real Estate Tax	203,000.00
Parks & Storm Water Tax	467,600.00
Sur Tax	18,000.00
State Aid	12,000.00
Interest	10,000.00
Nonresident Fee	8,000.00
Fine Income	7,000.00
Copier Income	7,000.00
Fax Income	1,000.00
Book Sale	3,000.00
Misc. (Postage, Lost Books, Etc.)	6,000.00
	742,600.00

Transfers from prior restricted donations

	-
Putnam e-books	3,500.00
Gardens	10,000.00

Transfers from restricted reserves	80,050.00
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\$	836,150.00
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2019-2020 CARTHAGE PUBLIC LIBRARY BUDGET

Approved Board
2019-2020 Budget

Projected Income

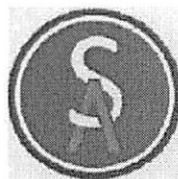
Projected Expenditures

LAGERS	23,519.00
Salaries	486,116.00
FICA	36,515.00
Health Insurance	15,000.00
Audiovisuals	2,000.00
Adult Books	30,000.00
Children's Books	15,000.00
Periodicals	6,000.00
Ebooks	3,500.00
Utilities	35,000.00
Postage	1,500.00
Telephone	6,000.00
Insurance	25,000.00
Furniture & Equipment	7,000.00
Maintenance & Repair	35,000.00
Dues & Travel	10,000.00
Supplies	25,000.00
Legal and Accounting	6,000.00
Contract Fees	37,000.00
Child Programming	13,000.00
Teen Programming	1,000.00
Adult Programming	6,000.00
IT	7,000.00
Preservation of historical documents	
Capital improvement projects	
Advertising	1,000.00
Employee Goodwill	3,000.00
ADA Compliance	-
Depreciation and amortization	-
	\$ 836,150.00

CARTHAGE PUBLIC LIBRARY

FINANCIAL STATEMENTS

MAY 31, 2019



Schmidt Associates, P.C.
Certified Public Accountants



Schmidt Associates, P.C.

Certified Public Accountants

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 May 31, 2019, and the related statements of income - cash basis for the one month and eleven 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, P.C.

June 07, 2019



**Carthage Public Library
Balance Sheet - Cash basis
May 31, 2019**

Assets

Current Assets	
Cash in bank - treasurer's cash	\$ 375,615.46
Cash in bank - Simmons Bank	30,503.81
Cash on hand - circulation desk	100.00
Cash on hand - Internet desk	40.00
Petty cash	120.00
MOSIP Investment	<u>458,109.04</u>
Total Current Assets	<u>864,488.31</u>
 Total Assets	 <u><u>\$ 864,488.31</u></u>

Liabilities and Net Assets

Current Liabilities	
Accrued supplemental insurance - AFLAC	<u>\$ 866.52</u>
Total Current Liabilities	<u>866.52</u>
 Total Liabilities	 <u>866.52</u>
Net Assets	
Unrestricted Net Assets	469,365.24
Temporarily Restricted Net Assets:	
Boylan Grant	6,327.80
Carthage Community Foundation	2,943.26
CPL Development Foundation	13,853.21
Debbie Putnam - Ebooks	32,739.74
Library Gardens	7,159.87
Racing to Read Grant - 2018	(2,106.00)
Racing to Read Grant - 2019	(465.00)
Racing to Read Grant - Local - 2018	307.42
Racing to Read Grant - Local - 2019	(4,456.04)
Spotlight on Literacy (RTR) Grant - Local 2020	7,739.95
Spotlight on Literacy Grant - MOSL - 2018	(2,477.50)
Spotlight on Literacy Grant - MOSL - 2019	(175.00)
Spotlight on Literacy Grant - Local - 2018	9,675.14
Spotlight on Literacy Grant - Local - 2019	2,460.47
Spotlight on Literacy Grant - Local - 2020	14,622.78
Steadley Trust	47,641.68
Summer reading program - Local	167.15
Summer reading program - MOSL grant	2,835.82
Thelma Stanley Foundation Grant	10,000.00
Operational reserves	195,998.47
Change in net assets	<u>49,463.33</u>
Total Net Assets	<u>863,621.79</u>
 Total Liabilities and Net Assets	 <u><u>\$ 864,488.31</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 eleven months ended May 31, 2019

	<u>2019</u> <u>Month Actual</u>	<u>Monthly</u> <u>Budget</u>	<u>Monthly</u> <u>Variance</u>	<u>2019</u> <u>Year to date</u>	<u>Annual</u> <u>Budget</u>	<u>Annual</u> <u>Variance</u>
Revenue						
Book sale income	\$ 136.30	\$ 250.00	\$ (113.70)	\$ 1,683.10	\$ 3,000.00	\$ (1,316.90)
Copier income	396.70	583.34	(186.64)	6,682.35	7,000.00	(317.65)
Donations	9,144.76	0.00	9,144.76	55,915.78	0.00	55,915.78
Donations-restricted	15,500.00	625.00	14,875.00	50,042.22	7,500.00	42,542.22
Fax income	93.60	83.34	10.26	1,452.65	1,000.00	452.65
Fine income	597.48	500.00	97.48	6,817.79	6,000.00	817.79
Interest income	1,067.66	166.67	900.99	9,702.75	2,000.00	7,702.75
Non-resident fee income	460.00	666.67	(206.67)	6,580.00	8,000.00	(1,420.00)
Payment for lost books	(2.10)	27.78	(29.88)	624.34	333.33	291.01
Postage income	9.41	27.78	(18.37)	50.96	333.33	(282.37)
State aid	1,284.92	750.00	534.92	11,565.20	9,000.00	2,565.20
Sur tax	0.00	1,000.00	(1,000.00)	85,223.33	12,000.00	73,223.33
Tax income	1,176.91	16,916.67	(15,739.76)	201,584.96	203,000.00	(1,415.04)
Tax income - Park and storm water	33,466.18	37,558.42	(4,092.24)	418,713.38	450,701.00	(31,987.62)
Other income	191.59	27.78	163.81	6,416.98	333.34	6,083.64
Total revenue	<u>63,523.41</u>	<u>59,183.45</u>	<u>4,339.96</u>	<u>863,055.79</u>	<u>710,201.00</u>	<u>152,854.79</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 eleven months ended May 31, 2019

	2019 Month Actual	Monthly Budget	Monthly Variance	2019 Year to date	Annual Budget	Annual Variance
Operating Expenses						
Salaries	36,040.52	39,000.00	2,959.48	421,054.23	468,000.00	46,945.77
Lagers	(823.28)	1,581.83	2,405.11	17,043.15	18,982.00	1,938.85
Insurance - health	463.00	416.66	(46.34)	5,873.60	5,000.00	(873.60)
Payroll taxes - FICA	2,757.60	2,983.50	225.90	32,218.21	35,802.00	3,583.79
Total payroll expenses	38,437.84	43,981.99	5,544.15	476,189.19	527,784.00	51,594.81
Employee goodwill	601.79	250.00	(351.79)	3,218.98	3,000.00	(218.98)
Advertising	969.79	166.66	(803.13)	1,558.74	2,000.00	441.26
Audio-visuals	0.00	333.33	333.33	1,637.63	4,000.00	2,362.37
Books	2,930.99	2,500.00	(430.99)	29,105.32	30,000.00	894.68
Books - children's	206.21	1,250.00	1,043.79	13,043.33	15,000.00	1,956.67
Contract fees	3,736.34	3,083.33	(653.01)	32,533.32	37,000.00	4,466.68
Dues and travel	375.68	833.33	457.65	6,724.29	10,000.00	3,275.71
Ebooks	0.00	291.66	291.66	3,200.00	3,500.00	300.00
Furniture and equipment	0.00	1,159.75	1,159.75	12,239.47	13,917.00	1,677.53
Information technology (IT)	1,487.20	583.33	(903.87)	6,232.24	7,000.00	767.76
Insurance	0.00	1,750.00	1,750.00	25,553.25	21,000.00	(4,553.25)
Legal and professional	0.00	583.33	583.33	5,600.00	7,000.00	1,400.00
Periodicals	29.00	500.00	471.00	4,429.12	6,000.00	1,570.88
Postage	272.20	125.00	(147.20)	1,338.48	1,500.00	161.52
Programs - adult	170.70	291.66	120.96	5,115.09	3,500.00	(1,615.09)
Programs - children	111.68	1,083.33	971.65	12,163.01	13,000.00	836.99
Programs, teens	48.98	83.33	34.35	87.73	1,000.00	912.27
Repairs and maintenance	4,050.99	9,166.66	5,115.67	116,360.58	110,000.00	(6,360.58)
Supplies	4,293.87	2,083.33	(2,210.54)	22,899.98	25,000.00	2,100.02
Telephone	269.69	333.33	63.64	3,660.98	4,000.00	339.02
Utilities	2,802.68	2,916.66	113.98	30,701.73	35,000.00	4,298.27
	22,357.79	29,368.02	7,010.23	337,403.27	352,417.00	15,013.73
Total expenses and losses	60,795.63	73,350.01	12,554.38	813,592.46	880,201.00	66,608.54

See accountant's compilation report.

Carthage Public Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and eleven months ended May 31, 2019

	2019 Month Actual	Monthly Budget	Monthly Variance	2019 Year to date	Annual Budget	Annual Variance
Increase/(Decrease) in unrestricted net assets before transfers	2,727.78	(14,166.56)	16,894.34	49,463.33	(170,000.00)	219,463.33
Transfers from temporary restricted	5,632.44	14,166.67	(8,534.23)	105,295.33	170,000.00	(64,704.67)
Transfers to temporary restricted	(15,500.00)	0.00	(15,500.00)	(50,003.27)	0.00	(50,003.27)
Increase/(Decrease) In unrestricted net assets	<u>(7,139.78)</u>	<u>0.11</u>	<u>(7,139.89)</u>	<u>104,755.39</u>	<u>0.00</u>	<u>104,755.39</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 eleven months ended May 31, 2019

	2019 Month Actual	Monthly Budget	Monthly Variance	2019 Year to date	Annual Budget	Annual Variance
Changes in temporarily restricted net assets						
Debbie Putnam - Children's section	2,000.00			2,000.00		
Library Gardens	10,000.00			10,000.00		
Racing to Read Grant - 2018	0.00			2,026.00		
Racing to Read Grant - 2019	0.00			3,237.00		
Racing to Read Grant - Local - 2019	0.00			10,000.00		
Spotlight on Literacy Grant - MOSL - 2018	0.00			2,206.25		
Spotlight on Literacy Grant - MOSL - 2019	3,500.00			7,000.00		
Spotlight on Literacy Grant - Local - 2018	0.00			(10,000.00)		
Spotlight on Literacy Grant - Local - 2019	0.00			10,000.00		
Summer reading program	0.00			(27.25)		
Summer reading program - Local - 2019	0.00			3,000.00		
Summer reading program - MOSL grant	0.00			5,359.53		
Summer reading program - MOSL - 2019	0.00			5,201.74		
Boylan Grant	0.00			(215.13)		
Carthage Community Foundation	0.00			(2,943.26)		
CPL Development Foundation	0.00			(2,883.90)		
Library Gardens	(668.75)			(2,646.29)		
Racing to Read Grant - 2018	0.00			80.00		
Racing to Read Grant - 2019	0.00			(8,031.62)		
Spotlight on Literacy (RTR) Grant - MOSL 2020	(1,180.00)			(1,180.00)		
Racing to Read Grant - Local - 2018	0.00			(307.42)		
Racing to Read Grant - Local - 2019	0.00			(5,518.97)		
Spotlight on Literacy Grant - MOSL - 2018	0.00			271.25		
Spotlight on Literacy Grant - MOSL - 2019	0.00			(9,650.00)		
Spotlight on Literacy Grant - MOSL 2020	(1,887.50)			(1,887.50)		
Spotlight on Literacy Grant - Local - 2018	0.00			324.86		
Spotlight on Literacy Grant - Local - 2019	(97.50)			(12,460.47)		
Spotlight on Literacy Grant - Local - 2020	(289.45)			(289.45)		
Steadley Trust	0.00			(45,095.52)		
Summer reading program	0.00			(307.05)		
Summer reading program - Local - 2019	(1,099.24)			(1,803.06)		
Summer reading program - MOSL grant	0.00			(3,253.02)		
Summer reading program - MOSL - 2019	(410.00)			(4,511.74)		
Thelma Stanley Foundation Grant	0.00			(2,987.04)		

See accountant's compilation report.

Carthage Public Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and eleven months ended May 31, 2019

	2019	Monthly	Monthly	2019	Annual	Annual
	Month Actual	Budget	Variance	Year to date	Budget	Variance
Increase/(Decrease) in temporarily restricted net assets	<u>9,867.56</u>			<u>(55,292.06)</u>		
Change in net assets	<u>\$ 2,727.78</u>			<u>\$ 49,463.33</u>		

See accountant's compilation report.

Carthage Public Library
Gift Account Activity
For the one month and eleven months ended May 31, 2019

	<u>Beginning</u> <u>Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending</u> <u>balance</u>
Boylan Grant	\$ 6,327.80	\$ 0.00	\$ (215.13)	\$ 6,112.67
Carthage Community Foundation	2,943.26	0.00	(2,943.26)	0.00
CPL Development Foundation	13,853.21	0.00	(2,883.90)	10,969.31
Debbie Putnam - Ebooks	32,739.74	0.00	0.00	32,739.74
Debbie Putnam - Children's section	0.00	2,000.00	0.00	2,000.00
Library Gardens	7,159.87	10,000.00	(2,646.29)	14,513.58
Racing to Read Grant - 2018	(2,106.00)	2,026.00	80.00	0.00
Racing to Read Grant - 2019	(465.00)	3,237.00	(8,031.62)	(5,259.62)
Spotlight on Literacy (RTR) Grant - MOSL 2020	0.00	0.00	(1,180.00)	(1,180.00)
Racing to Read Grant - Local - 2018	307.42	0.00	(307.42)	0.00
Racing to Read Grant - Local - 2019	(4,456.04)	10,000.00	(5,518.97)	24.99
Spotlight on Literacy (RTR) Grant - Local 2020	7,739.95	0.00	0.00	7,739.95
Spotlight on Literacy Grant - MOSL - 2018	(2,477.50)	2,206.25	271.25	0.00
Spotlight on Literacy Grant - MOSL - 2019	(175.00)	7,000.00	(9,650.00)	(2,825.00)
Spotlight on Literacy - MOSL -2020	0.00	0.00	(1,887.50)	(1,887.50)
Spotlight on Literacy Grant - Local - 2018	9,675.14	(10,000.00)	324.86	0.00
Spotlight on Literacy Grant - Local - 2019	2,460.47	10,000.00	(12,460.47)	0.00
Spotlight on Literacy Grant - Local - 2020	14,622.78	0.00	(289.45)	14,333.33
Steadley Trust	47,641.68	0.00	(45,095.52)	2,546.16
Summer reading program - Local	167.15	(27.25)	(307.05)	(167.15)
Summer reading program - Local - 2019	0.00	3,000.00	(1,803.06)	1,196.94
Summer reading program - MOSL grant	2,835.82	5,359.53	(3,253.02)	4,942.33
Summer reading program - MOSL grant - 2019	0.00	5,201.74	(4,511.74)	690.00
Thelma Stanley Foundation Grant	10,000.00	0.00	(2,987.04)	7,012.96
Operational reserves	195,998.47	0.00	0.00	195,998.47
Totals	<u>\$ 344,793.22</u>	<u>\$ 50,003.27</u>	<u>\$ (105,295.33)</u>	<u>\$ 289,501.16</u>

See accountant's compilation report.

Director's Progress and Service Report

June 2019, Julie Yockey, Director

Thankfully, Summer Reading has started, the library is packed and people are already complaining there is nowhere to park! Not a bad problem to have. Our kick-off on Saturday with Darth Vader and his elite crew of stormtroopers was a huge hit. The library was busting at the seams and the children had a wonderful time. Stay tuned....

May has flown by, and I barely survived Judy's being gone for two weeks. I appreciate her all the time, but especially when she is not here. During the power outage, which surely was the cause of damages, it required us to replace a front door mechanism. We also had to have the alarm company come and replace an outdoor strobe as well as the electricity to the fountain and outdoor lights required repair. The total cost of the unplanned damages were \$2,500. In working with Mark Baucom, mason, the fountain has been emptied and we are waiting for a pool company to come and give us an estimate to repair the leaks in the fountain. It is sad not to have it on during this time, but the cost to keep filling it up did not make sense to have it on. Hopefully, it will be repaired soon. We have one new roof leak with all the flooding we have had this month. This time it is on the new metal roof in the original building, and we are on the waiting list to get it taken care of. Greenwood Plastering Company returned to repair two walls in the Community Room that also required attention from the renovation. Jerry repainted them and they look great once again.

The Carthage Public Library co-hosted the Missouri Public Library Directors Conference last week with meetings held at our library as well as at the Joplin Public Library. It was a great time to show off our library with all its programs and events to other directors across the state.

A grant was received from the Boylan Trust in order to create and build flowerbeds on the south side of the original building. The Director will work with the garden committee as well as Jerry Welch, to put these beds into place. A bid has been received from Pinewood Nursery. The grant through Carthage in Bloom which provided automatic waterers in the gardens has been increased in order to put waterers around the south side of the original building. Much care will be taken to make sure that we are not putting the original building's integrity in jeopardy with roots and water.

Have a blessed June.

Julie Yockey, Director

Children's Progress Report

May 2019, Sherri Luce

Although we didn't host any English or Spanish Storytimes in May, we kept plenty busy here in the Children's Department preparing for the Summer Reading Program. The Intermediate Center had a reward day in Central Park for students that read over 600 'steps' (9000 minutes) this school year, and asked us to be a part of their day. We happily hosted the children for a tour and preview of our summer reading program. Several had never visited here before then and were excited for all we offer, especially throughout the summer. Kids First Preschool also visited for their annual tour this month.

I visited local elementary schools, preschools, and daycares to let them know about the upcoming program. This brought me in contact with over 2100 students, with flyers going to even more.

Summer Reading Kick-Off will be a visit from characters for the Star Wars Empire on June 8th. Coming up, there are more than 60 other activities scheduled in the next eight weeks for children, teens and adults through programs here at the Library, outreach story times, and groups scheduled to use the Children's area.

CIRCULATION REPORT for May 2019

New Books/Periodicals	
Adult Books	<u>154</u>
Adult Periodicals	<u>68</u>
YA Books	<u>6</u>
YA Periodicals	<u>2</u>
Juvenile Books	<u>32</u>
Juv Periodicals	<u>8</u>
Totals	<u>270</u>

New Applications	
Adult	<u>39</u>
Juvenile	<u>18</u>
Total	<u>57</u>

AWE Computers	
AWE #1	<u>NA</u>
AWE #2	<u>63</u>
AWE #3 (Bilingual)	<u>64</u>
AWE #4 (Bilingual)	<u>80</u>
Total	<u>207</u>

Computer Use	
Adult	<u>505</u>
Reference/Genealogy	<u>8</u>
Microfilm	<u>4</u>
Juvenile	<u>48</u>
Tablets	<u>22</u>
AWE	<u>207</u>
Teen Laptops	<u>68</u>
Wireless	<u>344</u>
Total	<u>1206</u>

Circulation	Adult	YA	Juvenile	Total
Books	<u>1835</u>	<u>149</u>	<u>1710</u>	<u>3694</u>
Periodicals	<u>67</u>	<u>0</u>	<u>0</u>	<u>67</u>
Audio	<u>88</u>	<u>1</u>	<u>30</u>	<u>119</u>
Visual	<u>647</u>	<u>-</u>	<u>-</u>	<u>647</u>
Circulating Electronics	<u>0</u>	<u>-</u>	<u>-</u>	<u>0</u>
eBooks	<u>922</u>	<u>152</u>	<u>189</u>	<u>1263</u>
Totals	<u>3559</u>	<u>302</u>	<u>1929</u>	<u>5790</u>
In House Use	<u>206</u>	<u>-</u>	<u>-</u>	<u>206</u>
Courier	Lending <u>429</u>	Borrowing <u>396</u>		Total <u>825</u>
Circulation Total				<u>6821</u>

Learning Express	NewsBank	Ebscohost	HeritageQuest	Total
<u>4</u>	<u>0</u>	<u>78</u>	<u>80</u>	<u>162</u>

ENGLISH	Adult	YA	Juvenile	Total
Programs	<u>1</u>	<u>0</u>	<u>15</u>	<u>16</u>
Attendees	<u>38</u>	<u>0</u>	<u>2237</u>	<u>2275</u>

SPANISH	Adult	Juvenile	Total
Programs	<u>2</u>	<u>0</u>	<u>2</u>
Attendees	<u>19</u>	<u>0</u>	<u>19</u>

	Requests	Filled
ILL Requests Made	<u>2</u>	<u>2</u>
ILL Requests Rec'd	<u>110</u>	<u>0</u>

Door Count	NA
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	Adult	YA	Juvenile	Total
Mending	<u>4</u>	<u>2</u>	<u>7</u>	<u>13</u>
Discards	<u>112</u>	<u>0</u>	<u>3</u>	<u>115</u>
Corrective Processing	<u>10</u>	<u>0</u>	<u>16</u>	<u>26</u>

"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.