

1. Agenda

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**COUNCIL AGENDA
CITY OF CARTHAGE, MISSOURI
TUESDAY, NOVEMBER 12, 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
6. Presentations/Proclamations

7. Public Comments

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

8. Reports of Standing Committees
9. Reports from Special Committees and Board Liaisons
10. Report of the Mayor

11. Reports/Remarks of Councilmembers

(Each Councilmember is limited to no more than two (2) minutes. The time may be extended by the Chair if deemed necessary. Once a Councilmember has had their say on a particular issue they are not permitted to once again speak on the issue unless permitted by the Chair)

12. Administrative Reports
13. Report of Claims Presented Against the City
14. Public Hearings
15. Old Business
16. New Business

1. **C.B. 19-41** – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Jasper County Circuit Clerk to lease non-specific/designated storage Space located in the basement of City Hall to be used as storage space for storing personal property consisting of office furniture for 3 Judges, 1 Family Court Commissioner and the Circuit Court Clerk during the Jasper County Courts Building renovation project, not to exceed eighteen (18) months. (Budget Ways & Means)
2. **C.B. 19-42** – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and the Missouri Highway and Transportation Commission providing for a Municipal and Cost Apportionment Agreement for improvements consisting of public improvements designated as Route 571, Jasper County, Job No. J7S3284 comprising sidewalk and pedestrian improvements at various locations from Route E (Fairview Avenue) to Route HH (Fir Road), specifically, sidewalk and pedestrian improvements at Fairview & Garrison Avenues in Carthage, Missouri. (Public Works)
3. **C.B. 19-43** – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Butterball LLC., for installation of a recommended 5 foot wide crosswalk at 411 N Main St, Carthage, Missouri. (Public Safety)

4. **C.B. 19-44** – An Emergency Ordinance authorizing the Mayor to execute an Amendment to Agreement between the City of Carthage and Pearson Kelly Technology, to provide supplemental Information Technology Services (Total Care Support Level, Onsite Support as needed and Monitored Monthly Service level) to the City of Carthage. (Staff & Budget Committee)
5. **C.B. 19-45** – An Ordinance authorizing the Mayor to execute a Performance Agreement between the City of Carthage and Leggett & Platt, Inc., to provide certain incentives for the construction of new and expansion of existing facilities for certain industrial, warehousing and manufacturing purposes. (Enhanced Enterprise Zone Board)

17. Mayor's Appointments

18. Resolutions

1. **Resolution 1886** – A Resolution providing authorization of appropriation of funds from the annual operating and capital budget of the City of Carthage, Missouri. (Budget Ways & Means)

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
November 12, 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 Police Chief Greg Dagnan led the flag salute.

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

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

Mr. Daugherty made a motion, seconded by Mr. Armstrong, to approve the minutes of the October 22, 2019 Council Meeting. Motion carried unanimously.

During Citizen's Participation Period: Mark Elliff, President of the Chamber of Commerce and Economic Development Director, gave an update on Project Vacca. Ron Petersen, Jr., 1131 Grand, spoke against the proposed construction of a duplex at 11th and Grand that was approved by the Planning, Zoning & Historic Preservation Committee on November 7. Mr. Petersen urged the council to change the ordinances and check historic ordinances of other cities, seek guidance from the State Historic Preservation Office in Jefferson City or have a historic design consultant review construction plans prior to approval.

Mr. Snow reported the Budget, Ways and Means Committee met on November 4. The possibility of putting a use tax on the election ballot was discussed. Ideas were presented by those in attendance for items that could be completed with the revenue from a use tax. An agreement between the Jasper County Circuit Clerk and the City of Carthage was discussed to lease basement space to the County for storage of office furniture in the basement of City Hall while the Courthouse is being remodeled. The committee discussed a proposed merger between the Chamber of Commerce and the Convention and Visitor's Bureau. Mr. Snow made a motion, seconded by Mr. Barlow, to go to the Committee of the Whole to take under consideration the possible Chamber/CVB merger. Motion carried. Mr. Snow opened the floor for discussion. Mr. Armstrong stated it was not the city's responsibility to make a recommendation until a new contract is received. Ms. Otero pointed out that if the CVB has reason to believe it should be dissolved, then it goes back to the city to determine how to administer the tax. Mr. Daugherty said a merger would put more money towards promoting Carthage. Mr. Newport moved to adjourn the Committee of the Whole. Mr. Armstrong seconded the motion. Motion carried.

Ms. Otero reported the Committee on Insurance/Audit and Claims met on this date in the Council Chambers and approved the claims. Ms. Otero made a motion, seconded by Mr. Armstrong, to approve renewing employee health insurance with Anthem Blue Access

with a 1.0% decrease from current rates. Motion passed. Also discussed was an amendment to an agreement between the City of Carthage and Pearson Kelly Technology to provide supplemental Information Technology Services due to the departure of the I.T. Manager, Amon Henady. The motion was approved unanimously and C.B. 19-44 was referred to Council for approval of an emergency ordinance. A job descriptions for PRN Officers was also discussed. This position mirrors that of a reserve officer but will be a paid position. Ms. Otero moved to approve the job description, seconded by Mr. Daugherty. Motion carried. There will be an employee flu shot clinic on November 22.

Mr. Harrison reported the Public Safety Committee is between meetings with the next meeting scheduled for November 25.

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

Mr. Daugherty reported the Public Works Committee met on November 5. The committee discussed an agreement with MODOT for sidewalk improvements and pedestrian traffic at Fairview and Garrison Avenues. This is being presented as C.B. 19-42.

Special Committee and Board Liaison reports were given by Mr. Topete for the Kellogg Lake Board and Tree Board, Mr. Daugherty for the Chamber and CVB, Ms. Otero for the Jasper County Commissioners, Harry S Truman Coordinating Council, and the Carthage Humane Society, Mr. West for the Over 60 Center, Mr. Collier for the Carthage Water & Electric Plant, Mr. Barlow for the Planning, Zoning & Historic Preservation where a Certificate of Appropriateness was approved for 11th and Grand, and Mr. Snow for the Library Board.

Mr. Collier made a motion, seconded by Mr. Newport, to amend the agenda to update C.B. 19-45 to its newest version. Motion carried.

During Reports of Council Members, Mr. Snow thanked all of the Veterans in attendance for their service, Mr. West reported he had discussed the possibility of a use tax at the Over 60 Center, Mr. Daugherty reminded the council that contracts for the Chamber of Commerce and Convention and Visitors Bureau renew every year if the possible merger wasn't working, Mr. Collier discussed the need to revisit the purpose of the Planning & Zoning Committee, noting it is time for change.

City Attorney Nate Dally reported on his attendance at the Planning & Zoning Committee meeting and gave an update on the Chestnut railroad crossing repairs.

Police Chief Greg Dagnan thanked the council for approving the PRN job description.

Parks Director Mark Peterson reported on the installation of playground equipment at Fair Acres, the completion of the entrance at Carter Park, and a meeting with Joplin Trails Coalition to discuss Ruby Jack Trails.

City Administrator Tom Short reported on the following: a new monthly report included in the packet, the IT Manager position is open with applications being taken until November 25, a presentation from the YMCA at the next Public Services meeting for the construction of an aquatic facility, the proposed reorganization of staff at the Parks Department, ISO paperwork for a rating review, leaf pick-up has begun, sales tax revenues, a Change Order for Fairview Widening project approved by the mayor, five proposals were received for a new compensation study, the possibility of a separate city auction, and bids for the HVAC work at the Fire Department and City Hall were opened.

The Committee on Claims filed a report in the amount of \$2,513,551.41 against the following funds: General Revenue \$93,116.42, Public Health \$2,453.49, Parks Stormwater \$54,137.78, Golf \$3,567.64, Lodging \$8,500.00, Library \$25,000.00, Fire Protection \$1,421.68, Capital Improvements \$30,478.75, Payroll \$494,875.65 and Carthage Water & Electric \$1,800,000.00. Ms. Otero made a motion, seconded by Mr. Armstrong to accept the report and allow the claims. Motion carried.

There was no old business to conduct.

Under New Business, C.B. 19-41 – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Jasper County Circuit Clerk to lease non-specific/designated storage space located in the basement of City Hall to be used as storage space for storing personal property consisting of office furniture for 3 Judges, 1 Family Court Commissioner and the Circuit Court Clerk during the Jasper County Courts Building renovation project, not to exceed eighteen (18) months was placed on first reading with no action taken.

C.B. 19-42 – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and the Missouri Highway and Transportation Commission providing for a Municipal and Cost Apportionment Agreement for improvements consisting of public improvements designated as Route 571, Jasper County, Job No. J7S3284 comprising sidewalk and pedestrian improvements at various locations from Route E (Fairview Avenue) to Route HH (Fir Road), specifically, sidewalk and pedestrian improvements at Fairview & Garrison Avenues in Carthage, Missouri was placed on first reading with no action taken.

C.B. 19-43 – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Butterball LLC., for installation of a recommended 5 foot wide crosswalk at 411 N Main St, Carthage, Missouri was placed on first reading with no action taken.

C.B. 19-44 – An Emergency Ordinance authorizing the Mayor to execute an Amendment to Agreement between the City of Carthage and Pearson Kelly Technology, to provide supplemental Information Technology Services (Total Care Support Level, Onsite Support as needed and Monitored Monthly Service level) to the City of Carthage was placed on first reading. Ms. Otero made a motion, seconded by Mr. Armstrong, to follow

the emergency protocol and advance the Council Bill to the second reading. Motion passed.

C.B. 19-44 – An Emergency Ordinance authorizing the Mayor to execute an Amendment to Agreement between the City of Carthage and Pearson Kelly Technology, to provide supplemental Information Technology Services (Total Care Support Level, Onsite Support as needed and Monitored Monthly Service level) to the City of Carthage was placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Daugherty, Harrison, Newport, Otero, Snow, Topete, and West. The council bill was approved and numbered Ordinance 19-43.

C.B. 19-45 – An Ordinance of the City Council of the City of Carthage, Missouri authorizing tax abatement for a project located in the Carthage Enhanced Enterprise Zone to be undertaken by Leggett & Platt, Incorporated was placed on first reading with no action taken.

Mr. Daugherty made a motion, seconded by Mr. Collier, to approve Resolution 1886 – A Resolution providing authorization of appropriation of funds from the annual operating and capital budget of the City of Carthage, Missouri. Resolution passed by a roll call vote of 10 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Daugherty, Harrison, Newport, Otero, Snow, Topete and West.

During closing remarks, Mr. Snow stated he felt there truly could be synergies of merging the Chamber and CVB. Mr. Harrison reminded everyone the Carthage High School will be playing for districts in football this week.

Mr. Armstrong made a motion, seconded by Mr. Daugherty, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:49 PM.

Dan Rife, Mayor

Traci Cox, City Clerk

**COUNCIL AGENDA
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MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
October 22, 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 Police Chief Greg Dagnan led the flag salute.

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

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

Mr. Daugherty made a motion, seconded by Mr. Collier, to approve the minutes of the October 8, 2019 Council Meeting. Motion carried unanimously.

During Citizen's Participation Period: Mark Elliff, President of the Chamber of Commerce and Economic Development Director, gave an update on Project Vacca and thanked all staff involved with Maple Leaf for their hard work. Niki Cloud, Convention and Visitors Bureau Director, reported on her attendance at the Governor's Conference and meetings with Sign Design for banners to be placed on the square and the bridge on the east end of the city. Ms. Cloud reported on a possible merger of the CVB and the Chamber of Commerce that has been voted on by both entities. The possible merger will be presented at the November 4 Budget Ways & Means Committee meeting. Mr. Elliff discussed some of the benefits of merging and also stated the by-laws would have to be changed.

Mr. Topete reported the Budget, Ways and Means Committee is between meetings with the next meeting scheduled for November 4. He encouraged all council members to attend the meeting.

Ms. Otero reported the Committee on Insurance/Audit and Claims met on this date in the Council Chambers and approved the claims. The Wellness Committee is currently working to organize an employee flu shot clinic.

Mr. Collier reported the Public Safety Committee met on October 21. Mr. Collier made a motion, seconded by Mr. Newport, to close Grand between Highland and Fairview for the Run Through the Lights to be held on December 17 beginning at 6:30 p.m. Motion carried. Mr. Collier made a motion, seconded by Mr. Daugherty, to approve street closures for the Christmas parade as in years past on Chestnut, 9th, 10th, 11th and Main Street and to vacate the parking spots on the inside corners of the square. This event will be held on December 2 from 5:00-8:00 p.m. Motion passed. The Committee has approved a school zone at Fairview. Signs will be added to transition traffic coming into

town. This will require an ordinance change that will be presented at a future Council Meeting. The request for an ADA approved crosswalk at 2nd & Grant has been put on hold due to deteriorating sidewalks. Parking issues at 15th and James were discussed but no action taken. Staff are working on an agreement with Butterball for the installation of a crosswalk and speed humps with the City doing the work and Butterball compensating the City. Abi Almandinger presented proposed changes to the parking ordinances regarding parking on City lots that would limit long-term parking to 14 days. Ms. Almandinger also discussed plans for Vision Carthage to revitalize parking lots at 6th and Main and 5th and Grant. For Halloween, the square will be closed from the end of school to the end of business hours, and Grand Street will be closed from Macon to Centennial from 4:00 p.m. to 9:00 p.m. Deputy Fire Chief David Myers has announced his retirement effective December 22 after 25 years of service.

Mr. Topete reported the Public Services Committee met on October 15. Copiers from the Public Works Department and City Hall were declared obsolete. This is being presented in Resolution 1885. Mary Riley contacted Parks Director Mark Peterson about putting barn quilts on the north exterior of Memorial Hall, but no action was taken. Bids for the golf course wide area mower were reviewed. Professional Turf Products presented a bid for a new Toro Groundsmaster 4000D for \$63,425 or a demo Groundsmaster for \$53,000. Kansas Golf and Turf presented a bid for a new Jacobson HR 600 for \$57,669 or a demo Jacobson for \$52,600. Van Wall presented a bid for a new John Deere 1600 for \$51,000 or a demo for \$49,500. The City currently has a John Deere model which has been difficult to maintain. The budgeted amount for this item is \$51,000 under a 3 year lease of \$17,000 per year. Mr. Topete made a motion, seconded by Mr. Daugherty, to accept the lowest, best bid from Professional Turf Products for the Toro demo mower at \$53,000.

Mr. Daugherty reported the Public Works Committee is between meetings with the next meeting scheduled for November 5.

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

Mayor Rife reported on his attendance at the Maple Leaf Parade, and he had witnessed the setting of a stone at Pioneer Cemetery. Mayor Rife entertained a motion to form a 2020 Census Committee that would focus on increasing citizen participation in the census. Mr. Daugherty made a motion, seconded by Mr. Collier, to approve the appointment of Ceri Otero, Ray West, Juan Topete and Ed Barlow to the committee. Motion carried.

During Reports of Council Members, Mr. Armstrong stated he had read in the minutes from the Public Services Committee that Memorial Hall is in the Historic Preservation District and that was incorrect, Memorial Hall is not in the Historic Preservation District.

Police Chief Greg Dagnan reported only two cars had been towed during Maple Leaf.

Fire Chief Roger Williams gave an update on operations at Fire Station #2, and he reported ISO will be in town on October 25 for an inspection.

Public Works Director Zeb Carney reported Hunter Chase is being charged liquidated damages of \$500 per day due to the delay on the Fairview Widening project. Street Department employee Bob Sanders has announced his retirement effective January 3 after 25 years of service.

Parks Director Mark Peterson reported the last event of the season will be held this weekend at the golf course. Staff will then review the marketing plan and analyze operations in preparation of the next season.

City Administrator Tom Short reported on the following: a performance agreement with the City and Leggett and Platt, Project Vacca, evaluation of economic development reports, upgrades to the City's webpage, compensation and benefit study specifications have been sent out, and an agreement with the county to store office furniture during their renovation.

The Committee on Claims filed a report in the amount of \$1,495,981.76 against the following funds: General Revenue \$64,649.48, Public Health \$125,099.54, Parks Stormwater \$36,703.44, Golf \$4,131.94, Parks & Recreation \$7.42, Library \$25,000.00, Fire Protection \$414.89, Capital Improvements \$72,617.40, Payroll \$167,357.65 and Carthage Water & Electric \$1,000,000.00. Ms. Otero made a motion, seconded by Mr. Daugherty to accept the report and allow the claims. Motion carried.

There was no old or new business to conduct.

Mr. Armstrong made a motion, seconded by Mr. Newport, to approve Resolution 1885 – a Resolution approving the declaration of certain materials and pieces of equipment as surplus to the City's needs and authorizing their disposition. Resolution passed by a roll call vote of 8 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Daugherty, Newport, Otero, Topete and West.

During closing remarks, council members thanked all involved for their work with Maple Leaf festivities. Mr. Barlow stated he would like to promote discussions to highlight other streets in town for Halloween by moving the celebration to other areas.

Mr. West made a motion, seconded by Mr. Daugherty, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:17 PM.

Dan Rife, Mayor

Traci Cox, City Clerk

***PRESENTATIONS/
PROCLAMATIONS***

***PUBLIC
HEARINGS***

***OLD
BUSINESS***

***NEW
BUSINESS***

COUNCIL BILL NO. 19-41

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Jasper County Circuit Clerk to lease non-specific/designated storage Space located in the basement of City Hall to be used as storage space for storing personal property consisting of office furniture for 3 Judges, 1 Family Court Commissioner and the Circuit Court Clerk during the Jasper County Courts Building renovation project, not to exceed eighteen (18) months.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute an Agreement between the City of Carthage, Missouri and Jasper County Circuit Clerk to lease non-specific/designated storage Space located in the basement of City Hall to be used as storage space for storing personal property consisting of office furniture for 3 Judges, 1 Family Court Commissioner and the Circuit Court Clerk during the Jasper County Courts Building renovation project, not to exceed eighteen (18) months, a true copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Budget Ways & Means Committee

LEASE AGREEMENT

THIS LEASE AGREEMENT is made between **The City of Carthage**, hereinafter called **CITY**, and Jasper County Circuit Clerk hereinafter called **TENANT**.

WITNESSETH:

1. That CITY does hereby lease unto TENANT, mutually agreed upon appropriate non-specific/designated storage Space located in the basement of City Hall, hereinafter referred to as the ALease Space@, located at 326 Grant Street, Carthage, Missouri, to be used as storage space for storing personal property consisting of office furniture for 3 Judges, 1 Family Court Commissioner and the Circuit Court Clerk during the Jasper County Courts Building renovation project, not to exceed eighteen (18) months from the signing of this document.

This lease shall be for a term of one year, commencing upon the date of execution hereof and on a month to month basis thereafter if needed, but not to exceed six (6) months monthly.

TENANT is to pay the sum of \$3,780.00 per year, commencing upon the date of execution hereof payable as specified below. If the Jasper County Courts Building renovation project extends longer than one year from the date of this Agreement, monthly rental payments in the sum of \$315.00 per month shall be made prior to the first day of each three-month period thereafter, in advance, and without notice, as rent for the use of said Lease Space. CITY reserves the right to periodically propose changes in the monthly rental rate based upon review.

Monthly rent shall be calculated on a calendar month basis. TENANT shall pay in advance, the first three months= rent on a pro-rata basis to the first day of the next three-month period. Payments to the CITY shall be on or before the first business day of the month beginning each three-month period. There will be a 10% per month late fee charge for rent not paid when due. The TENANT shall be considered late if rent is not received within five (5) business days after the first day of each period. Either party has a right to terminate the Monthly Rental portion of this Agreement with 30 days prior written notice.

2. TENANT accepts the Lease Space on an AAS-IS@ basis. TENANT shall inspect the Lease Space prior to occupying to determine its condition at the beginning of the Lease Term, and shall submit to the City Clerk a written record of such condition that shall be retained as part of TENANT=s file. TENANT shall maintain the Lease Space in neat appearance and in a safe condition at all times and shall be liable, at its sole cost and expense, for repair of any and all damage to the Lease Space caused by TENANT, ordinary wear and tear excepted. Upon termination of this Agreement, TENANT shall return the Lease Space to the CITY in substantially the same condition as it existed at the commencement of this Agreement, ordinary wear and tear excepted.
3. TENANT shall be entitled to access to the storage area between the hours of 8:30 a.m. and 5:00 p.m. Monday through Friday with no access given on Saturdays, Sunday, federal, state or city holidays.

4. TENANT shall not use the Lease Space in a manner inconsistent with the purpose of this Agreement as set forth in Section 1 above, unless such activities are pursuant to a separate written agreement with the CITY. TENANT agrees to obtain insurance, if any, on the property stored in the Lease Space. CITY shall exercise proper diligence in preventing access to the storage area by unauthorized persons, but assumes no other responsibility with reference to the contents of the room.
5. CITY shall have the right to enter into the Lease Space in person or by agent at times of emergency or danger; in order to inspect the Lease Space or make repairs on the premises; or for general purposes.

The CITY shall have the right to inspect the Lease Space at any time and without notice to TENANT. TENANT shall not make or cause to be made any alterations or improvements to the Lease Space without the prior written consent of the CITY. Subject to the CITY's rules, regulations and policies, and all applicable City of Carthage codes.

6. It is understood and agreed that notice of default, or of any sale, or of any other action taken by CITY pursuant to this Agreement may be given to the TENANT by mailing a copy of such notice to the TENANT at the address herein below specified by United States Mail postage prepaid twenty (20) business days prior to any contemplated action or as otherwise may be required by law.
7. It is understood and agreed that TENANT shall not sublease any portion of the Lease Space or assign this agreement without the express written consent of the CITY. Also, it shall be the responsibility of TENANT to notify of any change in address of TENANT.
8. To the fullest extent permitted by law, TENANT agrees to release CITY, its officials, departments, employees, and agents, for, from, and against any and all loss, injury, damage to persons or property, or other liability of any nature occasioned by, but not limited to, fire, theft, vandalism, rain, flood, windstorm, hail, earthquake, collision or from any other cause, whether such cause be a direct, indirect, or merely a contributing factor in producing said loss, injury, damage or liability, except for any injuries or damages resulting from negligent acts or omissions of the CITY, its officials, departments, employees, or agents. All personal property stored shall be stored at the TENANT's sole risk. CITY assumes no liability for loss or injury to persons or property while TENANT is using the Lease Space.
9. To the fullest extent permitted by law, TENANT shall hold the CITY, its officials, departments, employees, and agents harmless, for, from and defend the CITY against any and all claims or liabilities including but not limited to fire, theft, damage or loss to person, or property occurring in, on or about any part of the Lease Space when that injury or damage is caused in part or in whole by the act, neglect, fault, or omission of any duty by the TENANT except those injuries or damages resulting from negligent acts or omissions of the CITY, its officials, departments, employees, or agents.
10. Any request for amendments to or modification of this contract by the CITY or TENANT shall be submitted in writing to either party. A breach of any of the foregoing covenants and conditions by TENANT shall, at the option of CITY, terminate this Lease Agreement. In that event, the Lease Agreement shall become null and void and CITY shall retain that portion of rent paid in advance as liquidated damages. **There is no insurance on stored**

contents afforded by this agreement and TENANT assumes all risks incidental to storage, and holds CITY harmless for any loss incurred on said Space.

CITY OF CARTHAGE

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

JASPER COUNTY CIRCUIT COURT

Melissa Holcomb, Jasper County Court Clerk

COUNCIL BILL NO. 19-42

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and the Missouri Highway and Transportation Commission providing for a Municipal and Cost Apportionment Agreement for improvements consisting of public improvements designated as Route 571, Jasper County, Job No. J7S3284 comprising sidewalk and pedestrian improvements at various locations from Route E (Fairview Avenue) to Route HH (Fir Road), specifically, sidewalk and pedestrian improvements at Fairview & Garrison Avenues in Carthage, Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute an Agreement between the City of Carthage, Missouri and the Missouri Highway and Transportation Commission providing for a Municipal and Cost Apportionment Agreement for improvements consisting of public improvements designated as Route 571, Jasper County, Job No. J7S3284 comprising sidewalk and pedestrian improvements at various locations from Route E (Fairview Avenue) to Route HH (Fir Road), specifically, sidewalk and pedestrian improvements at Fairview & Garrison Avenues in Carthage, Missouri, a true copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Public Works Committee

CCO Form: DE63

Approved: 12/17 (BDG)

Revised: 12/18 (BDG)

Modified: 09/19 (BDG)

Municipal and Cost Apportionment Agreement

Route: 571

County: Jasper

Job No.: J7S3284

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AND COST APPORTIONMENT AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Carthage, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

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

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 571, Jasper County, Job No. J7S3284 shall consist of sidewalk and pedestrian improvements at various locations from Route E (Fairview Avenue) to Route HH (Fir Road) in Carthage, Missouri.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Beginning at Station 1818+75.00 a point on the centerline of Route 571, said point being 76.92 feet north and 1325.35 feet east of the northeast corner of Section 16, Township 28 North, Range 31 West, thence running from said point in a generally southerly direction along existing Route 571 to Station 34+80.94, a point on the centerline of Route 571, said point being 2643.12 feet on a bearing N 88° 41' 56" W for the south quarter corner of Section 15, Township 28 North, Range 31 West. Length of improvement within city is 1.090 miles. Improvements within the City are displayed in attached Exhibit A.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J7S3284. The parties' responsibilities with respect to the funding of said improvements are outlined further herein.

(6) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The Commission will be responsible for the preparation of detailed right-of-way and construction plans and project specifications. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(B) The Commission will acquire right-of-way as needed for the project in accordance with Commission requirements.

(C) The Commission will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Commission will solicit bids for the herein improvement in accordance with plans developed by the Commission, or as the plans may from time to time be modified in order to carry out the work as contemplated.

(D) The Commission will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(7) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree as follows:

(A) The current estimate of the total project cost is one million, five hundred eighty thousand dollars (\$1,580,000), including engineering, inspection, right-of-way, utilities and construction. A detailed breakdown of the project estimate is shown in Exhibit B,

(B) For its participation in the cost of the project, the City shall remit a check in the amount of fifty-eight thousand dollars (\$58,000.00), no more, no less, no later than five (5) days prior to the Commission's advertisement of the project for bids. This check should be made payable to *Director of Revenue - Credit State Road Fund*. If the City fails to make the deposit, the Commission is under no obligation to continue with the project.

(C) The Commission will pay for the remainder of the total project cost, currently estimated to be one million, five hundred twenty-two thousand dollars (\$1,522,000). Because the City's contribution is a lump sum amount, the Commission will receive any project cost savings and will pay for any cost overruns under or over the current project estimate.

(8) COMMINGLING OF FUNDS: The City agrees that all funds deposited by the City, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the *State Road Fund*.

(9) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(10) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(11) RIGHT-OF-WAY ACQUISITION:

(A) Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire, any necessary right-of-way required for the construction of the improvement. The City shall reimburse the Commission for the actual costs incurred in the right-of-way acquisition.

(12) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

- (C) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.
- (D) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's district engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.
- (E) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.
- (F) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections,

except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

- (13) LIGHTING: The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.
- (14) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.
- (15) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.
- (16) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.
- (17) COMMENCEMENT OF WORK: After acquisition of the necessary rightof-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the

Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(18) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(C) Effective upon completion of construction, the Commission shall transfer ownership to the City, and the City will accept the portions of existing highways within City replaced by this improvement.

(D) The City shall inspect and maintain the sidewalks constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

(19) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(20) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (19) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense

and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

- (21) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.
- (22) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.
- (23) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.
- (24) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.
- (25) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.
- (26) INDEMNIFICATION:
- (A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(27) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(28) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(29) CITY REPRESENTATIVE: The City's Mayor is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

- (30) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:
The Honorable Mayor, Dan Rife
Carthage City Hall
326 Grant Street
Carthage, MO 64836

Facsimile No: 417-237-7002

(B) To the Commission:
Southwest District Engineer
Missouri Department of Transportation
3025 East Kearney Street
Springfield, MO 65803

Facsimile No: 417-895-7637

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

- (31) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

- (32) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

- (33) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

- (34) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

- (35) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.
- (36) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- (37) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.
- (38) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission, except as otherwise provided by this Agreement or a separate written agreement.
- (39) NO INTEREST: By contributing to the cost of this project or improvement, the City gains no interest in the constructed roadway or improvements on Commission right of way whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.
- (40) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the City for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the City with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the City's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the City's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.
- (41) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule

of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

- (42) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.
- (43) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.
- (44) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND

TRANSPORTATION COMMISSION

By: _____

Title: _____

ATTEST:

Secretary to the Commission

CITY OF CARTHAGE, MISSOURI

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

APPROVED AS TO FORM:

Commission Counsel

APPROVED AS TO FORM:

By: _____

Title: _____

Ordinance Number _____

Exhibit "A"
Project Location

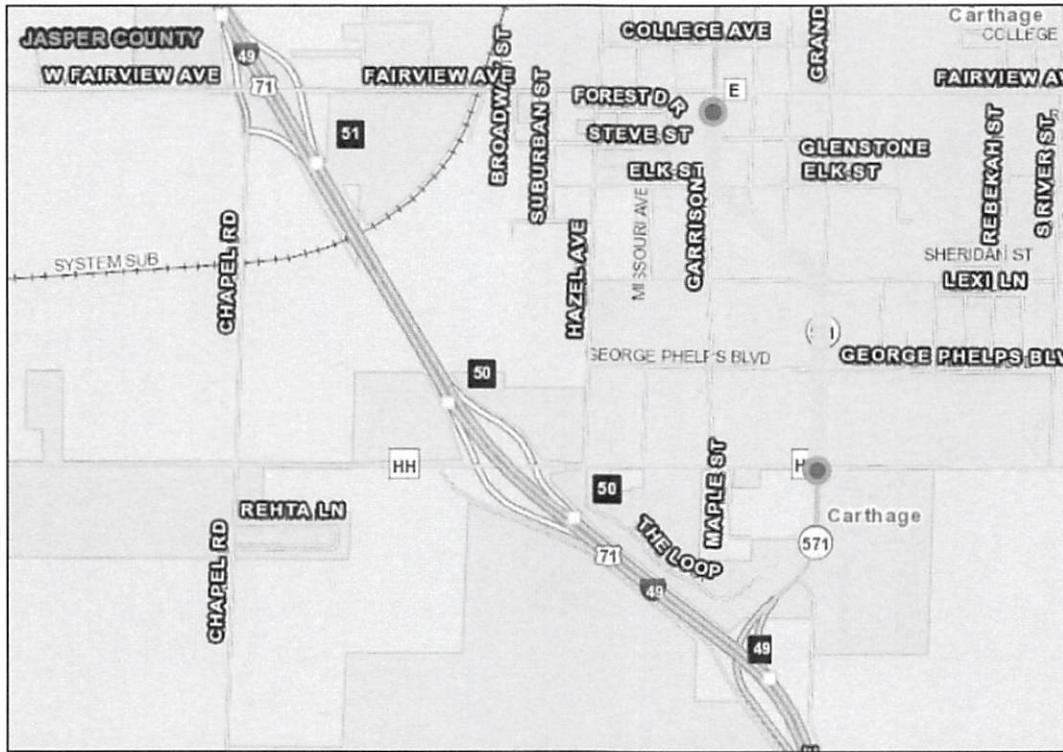


Exhibit "B"
Funding Table

MoDOT Project Number: 7S3284 Description: Upgrade pedestrian facilities to comply with the ADA Transition Plan at various locations from Rte. E (Fairview Ave.) to 0.14 mile south of Rte. HH (Fir Road) in Carthage	
Project Cost	
Preliminary Engineering	\$224,000
Right-of-way Incidentals	\$1,000
Right-of-way Land Acquisition	\$2,000
Construction and Utilities	\$1,177,000
Construction Engineering	\$176,000
Project Total	\$1,580,000
Project Funding	
MoDOT Operating Budget	\$401,000
MoDOT Asset Management Funds	\$277,000
Statewide Transportation Alternatives Funds	\$844,000
City of Carthage	\$58,000
Project Funding Total	\$1,580,000

COUNCIL BILL NO. 19-43

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Butterball LLC., for installation of a recommended 5 foot wide crosswalk at 411 N Main St, Carthage, Missouri.

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 Butterball LLC., for a recommended 5 foot wide crosswalk at 411 N Main St, Carthage, Missouri, 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 NOVEMBER, 2019.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Public Safety Committee

AGREEMENT FOR INSTALLATION OF A CROSSWALK
City of Carthage, Missouri and
Butterball LLC. 411 N Main St, Carthage, MO 64836

This Agreement, made and entered into on this 26th day of November 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 Butterball LLC., a for-profit corporation organized under the laws of the State of Missouri, located at 411 N Main St, Carthage, Missouri 64836, hereinafter referred to as the "Company."

Whereas, managerial personnel of the Company, specifically, Todd Ericsson and Matt Duvall addressed the City of Carthage's Public Safety Committee on September 19, 2019 regarding perceived dangers in front of the Company's building located at 411 N Main St, Carthage, Missouri regarding Butterball employee safety; and

Whereas, currently the site is set up with two crosswalks in front of the building where employees walk across the street to the parking lot; and

Whereas, the Company has had two employees injured while using these cross walks from moving traffic from their parking lot; and

Whereas, the Company has suggested the removal of the existing cross walks and the installation of a more centralized crosswalk with pedestrian crossing signs in the middle of the road for better visibility with a speed indicator to display speeds, and a speed hump on both sides of the centralized crosswalk to slow down traffic entering and leaving the parking lot; and

Whereas, City staff has recommended that a 5 foot wide crosswalk be placed between the newly built front door of Butterball and the employee outdoor smoking area (the "smoke shack") including vinyl speed humps to be placed to the North and to the South of the crosswalk to slow down traffic (Diagram attached as Attachment A). The Speed Humps would be vinyl, screw-down speed humps that can be removed if they need to be readjusted or cause drainage problems in the area. The Company will take responsibility for the replacement of the humps as they deteriorate. Additionally, a Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) approved speed sign owned and maintained by the Company will be placed near the North Speed Hump; and

Whereas, the Company is asking the City to consent to and install the recommended changes with the Company reimbursing the City for all costs associated with the project;

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

- City (or its contractor) will install a 5 foot wide crosswalk between the newly built front door of Company and the employee outdoor smoking area which will include two (2) vinyl speed humps placed to the North and to the South of the crosswalk to slow down traffic.
- The vinyl speed humps will be screw-down speed humps that can be removed if needed due to problems.
- Company will take responsibility for the replacement of the two (2) vinyl speed humps as they deteriorate.
- City will install a MUTCD approved speed sign placed near the North Speed Hump.
- Said sign will be owned, operated and maintained by the Company.

- City will invoice Company for all costs incurred for the installation of the project.
- Company will reimburse City for all costs associated with the project, within thirty (30) days of receipt of invoice from City.
- The Company shall indemnify, defend and save the City and its officers, employees and agents, including members of the City Council, harmless from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Project during the term of this Agreement, and against any and all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the term of this Agreement from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Agreement, or any action requested of the City by the Company pursuant to this Agreement, (c) any contract entered into in connection with the acquisition, construction, furnishing and equipping of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) any act of negligence of any permitted assignee, lessee or sub lessee of the Company, or of any agents, contractors, servants, employees or licensees of any permitted assignee, lessee or sub lessee of the Company.

The City and the Company agree to take such actions as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

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

Butterball LLC.

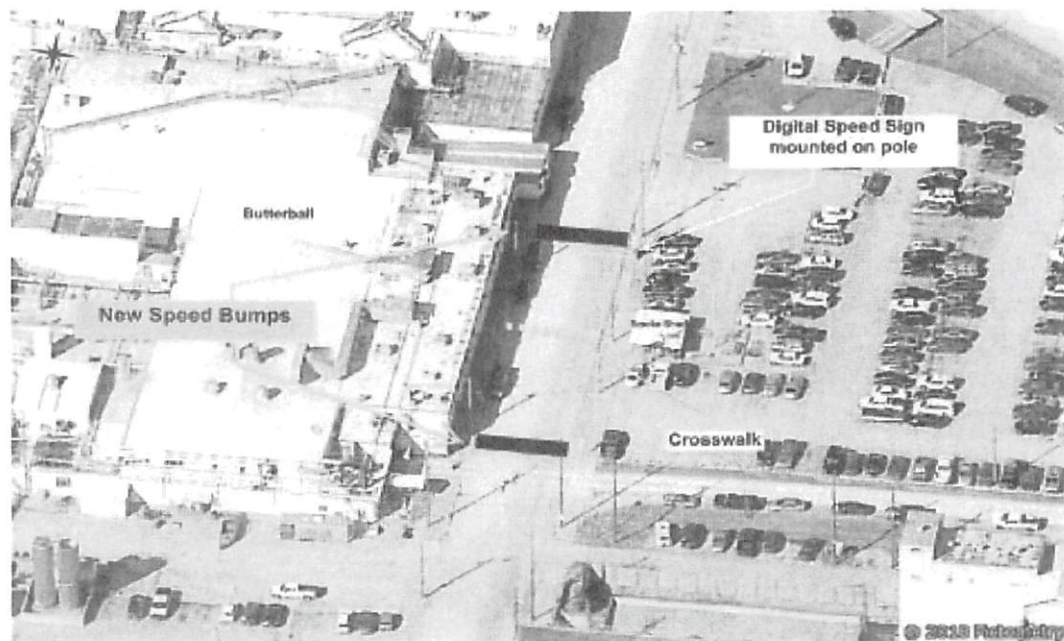
A For-profit Corporation

By:
_____, Chairman
Butterball LLC.

ATTEST:

Secretary

Exhibit A



COUNCIL BILL NO. 19-44

ORDINANCE NO. _____

An Emergency Ordinance authorizing the Mayor to execute an Amendment to Agreement between the City of Carthage and Pearson Kelly Technology, to provide supplemental Information Technology Services (Total Care Support Level, Onsite Support as needed and Monitored Monthly Service level) to the City of Carthage.

WHEREAS, section 3.9 (e) of the Charter of the City of Carthage allows for an ordinance to be passed as an emergency measure on the day of its introduction if it contains a declaration describing reasons constituting the emergency; and

WHEREAS, this ordinance shall constitute an emergency measure due to the short amount of time available to complete steps necessary to replace the Information Technology Manager's position due to resignation which delay could seriously hinder the effective delivery of Municipal services; and

WHEREAS, the City has a signed Agreement (March 28, 2019) for a term of two (2) years in place with Pearson Kelly to provide technology management and emergency services and further specified in the Agreement; and

WHEREAS, The City Council finds these exigencies sufficient to warrant the passage of this ordinance as an emergency measure,

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

As an Emergency, the Mayor of the City of Carthage is hereby authorized to enter into an Amendment to Agreement between the City of Carthage and Pearson Kelly Technology, to provide supplemental Information Technology Services (Total Care Support Level, Onsite Support as needed and Monitored Monthly Service level) to the City of Carthage, a copy of which is attached hereto and incorporated herein as if set out in full.

This ordinance is to be considered an emergency ordinance under the terms of the charter of the City of Carthage.

PASSED AND APPROVED THIS DAY _____ OF _____, 2019.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Staff & Budget Committee

AMENDMENT TO AGREEMENT

THIS AMENDING AGREEMENT is dated November 5th, 2019

BETWEEN:

Pearson Kelly Technology
2013 W Woodland
Springfield, MO 65809

-AND-

City of Carthage
326 Grant St
Carthage, MO 64836

Background

1. Pearson Kelly Technology and City of Carthage (the "Parties") entered into a contract (the "Contract") dated 03/29/2019, for the following purpose:

Supplement Information Technology Services
Assist IT Manager with daily support tasks
Handle all support calls
Monitor all systems 24/7
2. The Parties desire to amend the Contract on the terms and conditions set forth in this Amending Agreement (the "Agreement").
3. This Agreement is the First amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions, and agreements below:

Amendments

The Contract is amended as follows:

1. Section 1 Additional Service Level is hereby added to the Contract and shall hereafter be and read as follows:

Total Care Support Level
Onsite Support as needed
Monitored Monthly Service Level
2. The following is hereby deleted from the Contract:

No deletions

3. The following from the original Contract is hereby changed and shall hereafter be and read as follows:

Change in coverage costs to achieve Total Care Level
Addition of \$2,060.00 will be add to current monthly billings

In the instance of a conflict between the terms of the Agreement and the Contract, the terms of the Agreement shall prevail.

No Other Change

Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language of this Agreement.

Governing Law

Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Missouri without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this November 5th, 2019.

Signature of Pearson Kelly Technology:

.....

Signature of City of Carthage:

.....

COUNCIL BILL NO. 19-45

ORDINANCE NO. _____

An ordinance authorizing the Mayor to execute a Performance Agreement between the City of Carthage and Leggett & Platt, Inc., to provide certain incentives for the construction of new and expansion of existing facilities for certain industrial, warehousing and manufacturing purposes.

**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 Performance Agreement between the City of Carthage and Leggett & Platt, Inc., to provide certain incentives for the construction of new and expansion of existing facilities for certain industrial, warehousing and manufacturing purposes, 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: Enhanced Enterprise Zone Board

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of October __, 2019, as from time to time amended and supplemented in accordance with the provisions hereof (this “**Agreement**”), by and between the City of Carthage, Missouri, a municipal corporation duly organized and existing under the laws of the State of Missouri (the “**City**”) and Leggett & Platt, Incorporated, a Missouri corporation (the “**Company**”);

RECITALS:

WHEREAS, the City is authorized by Sections 135.950 RSMo., et. seq. as amended (the “**Act**”), to provide certain incentives for the construction of new and expansion of existing facilities for certain industrial, warehousing and manufacturing purposes; and

WHEREAS, pursuant to the Act, the City Council of the City has passed a resolution authorizing the Enhanced Enterprise Zone Board (the “**Board**”) for the City to provide certain ad valorem tax abatements in the form of real estate tax abatements on the improvements to real property that will provide a base number of jobs and a base number of investments and paying an average wage at least equal to the County Average Wage as outlined in the Enhanced Enterprise Zone Tax Abatement Matrix attached as Exhibit A (the “**Abatement Matrix**”) [need to include one!!] and providing for certain bonuses for exceeding the base as outlined in the Abatement Matrix; and

WHEREAS, the Company will be constructing approximately 132,000 square-feet of new space and \$5,000,000 of the cost of the project qualifies for tax abatement under the Act; and

WHEREAS, the City has declared the area where the Project is to be located to be within the area declared by the Missouri Department of Economic Development as an Enhanced Enterprise Zone; and

WHEREAS, pursuant to the foregoing, the City desires to enter into this Agreement with the Company in consideration of the Company's desire to cause the acquisition, construction, furnishing and equipping of the Project as more fully described in the Development Plan upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Company hereby represent, covenant and agree as follows:

ARTICLE I DEFINITIONS

1. **Definitions of Words and Terms.** In addition to the word and terms defined in the Recitals, the following words and terms as used herein shall have the following meanings:

“**Administrator**” means the Economic Development Director of the City or another officer or employee of the City designated by the City in writing to the Company.

“**Agreement**” means this Performance Agreement dated as of October __, 2019, between the City and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

“Annual Jobs Report” means the Annual Jobs Report required to be filed [to ED or the City?] by the Company by Article IV, Section 3 hereof.

“Average Wage” means the wages paid by the Company during the year ending on the applicable Test Date to those persons which are engaged in the Jobs that are being counted to determine compliance with the Required Number of Jobs hereunder, divided by the number of hours performed by such persons during the year ending on the applicable Test Date.

“County” means Jasper County, Missouri.

“County Average Wage” means the average wage for the County on the applicable Test Date as published by the Missouri Department of Economic Development and used for purposes of the Missouri Quality Jobs Act (Section 620.1878(4), RSMo).

“Development Plan” means _____ [info from abatement information or resolution 1855?]

“Enhanced Enterprise Zone” means the area within the City described by the Missouri Department of Economic Development as being qualified through their standards of unemployment and poverty (and certain other qualifications, as described in the Act), which area is illustrated on the map in Attachment A (the “Enhanced Enterprise Zone Map”).

“Event of Default” means any Event of Default as provided in Article V hereof.

“Job” means a full-time position with the Company of not less than 30 hours per week at the Project and such person at all times has health insurance offered to him or her that at least 50% of the health insurance premiums are paid by the Company. Positions filled by workers who are not directly employed by the Company do not qualify as “Jobs” for purposes of this definition; provided, however that workers who are employed by a third party company at the Project pursuant to a written agreement with the Company during an employee's probationary period shall qualify as a “Job” for purposes of this definition; provided, further, that workers performing less than 30 hours per week but not less than 20 hours per week shall constitute one-half of a “Job” for purposes of this definition; provided, further, that such workers who are employed by a Related Taxpayer shall qualify as a “Job” for purposes of this definition.

“New Jobs” means Jobs created at the Project on or after _____, _____.

“Notice of Intent” means the form developed by the Missouri Department of Economic Development which is completed by the Company and submitted to the Missouri Department of Economic Development that states the Company's intent to hire new Jobs and request benefits in the Enhanced Enterprise Zone.

“Project” means the acquiring, constructing, furnishing and equipping of a facility at the Project Site within the designated Enhanced Enterprise Zone as more fully described in the Development Plan.

“Project Site” means all of the real estate described in the “Application” attached hereto as Attachment B and by this reference made a part hereof, and generally located at 229 N. McGregor/200 S. River, Carthage, Missouri.

“Related Taxpayer” means (i) a corporation, partnership, trust or association controlled by the Company; (ii) an individual, corporation, partnership, trust, or association in control of the Company; or (iii) a corporation, partnership, trust or association controlled by an individual, corporation, partnership, trust or association in control of the Company. For the purposes of this definition, “control of a corporation” shall mean ownership, directly or indirectly, of stock possessing at least fifty percent of the total combined voting power of all classes of stock entitled to vote; “control of a partnership or association” shall mean ownership of at least fifty percent of the capital or profits interest in such partnership or association; and “control of a trust” shall mean ownership, directly or indirectly, of at least fifty percent of the beneficial interest in the principal or income of such trust; ownership shall be determined as provided in Section 318 of the U.S. Internal Revenue Code, as amended.

“Required Number of Jobs” means the base number of New Jobs that the Company commits to providing at the Project as part of this Agreement. The Company commits to creating 35 new jobs at the Project within twelve (12) months of the approval of this Agreement and maintaining such number of New Jobs at the Project thereafter for the term of this Agreement. The base minimum of New Jobs created at the time of application by the Company shall be no less than two (2).

“Stated Expiration Date” means _____.

“Test Date” means June 1 during the term of this Agreement.

ARTICLE II

QUALIFICATIONS FOR BENEFITS OF THE ENHANCED ENTERPRISE ZONE

1. **Jobs Created.** As described herein, the Missouri Department of Economic Development in managing the various Enhanced Enterprise Zones in the State of Missouri, has determined that the Act has established certain minimums for qualifying for property tax abatement on the improvements to real estate and the benefits offered by the Department among its several programs. The minimum number of Jobs created must be not less than two (2). The City and the Board have developed the Abatement Matrix included on Attachment C, that sets forth bonuses for more Jobs created above the minimum. It is the intent of this Agreement to establish the base number of Jobs through the application by the Company and require an Annual Jobs Report as established in Article IV, Section 3 of this Agreement. These Jobs are to be New Jobs created in Missouri subsequent to the Notice of Intent related to the Project. The Company must offer a basic health insurance plan in conformance with The Patient Protection and Affordable Care Act (PPACA) 2010 HR3590 (ACA) or an equivalent benefit for the employees in the New Jobs that at least 50% of the health care premiums are paid by the Company.
2. **Investment.** The Act describes the minimum investment for any business to qualify for the benefits of the Act as being at least \$100,000.
3. **County Average Wage.** The City and the Board have determined that bonuses will be granted for businesses that are willing to pay a minimum of 100% of the County Average Wage in connection with at last ten (10) New Jobs, as shown on the abatement matrix.

4. **Minimum Benefits.** The Act describes the minimum benefits for any qualified project meeting the base of two (2) New Jobs created and \$100,000 invested shall be the exemption of the Company from paying any more than 50% of the ad valorem taxes on the improvements to real property as a part of the project for at least ten (10) years.
5. **Bonus Benefits for Qualified Projects.** Bonuses as described in Attachment C, shall be awarded by the Administrator [City?] for “qualified projects” (as defined below in Section 6) based on the information provided in the “Application for Local Incentive” [“Notice of Intent”?] submitted by the Company and shall be in the form of additional abatement percentages as noted on Attachment C and increased years of eligibility based on the number of New Jobs created and sustained and the amount of wages paid relative to the County Average Wage. The projected bonus benefit for the Project is: 10 years at 50% of the ad valorem taxes on the improvements to real property.
6. **Qualified Project.** The Project for the Company that includes improvements made to real property within an Enhanced Enterprise Zone as permitted by the Act and approved by the City.

ARTICLE III

REAL ESTATE PROPERTY TAX ABATEMENT

1. **Real Estate Property Tax Abatement.** The period of real estate property tax abatement shall be a minimum of 10 years with bonus years approved according to the number of New Jobs and the Average Wage as outlined in Attachment C of this Agreement. In no event shall the period of abatement extend beyond the year 2032.
2. **Qualifications.**
 - a. The Company covenants and agrees that, during each year the improvements to real property related to the Project are subject to tax abatement from real estate taxes, the Company shall the report required by Article IV, Section 3 of this Agreement. The Company also agrees that it shall create and maintain no less than two (2) New Jobs during the term of this Agreement.
 - b. The Company covenants and agrees that it will invest no less than \$100,000 in the Project.
 - c. The Company and the City agree that the Company will receive bonuses in percentage of tax abatement and years of abatement for either or a combination of the following as described in Attachment C:
 - i. The number of New Jobs exceeding the base of two (2) Jobs and constituting thirty five (35) or more; and
 - ii. The average wage paid for New Jobs that exceed 100% of the County Average Wage.
3. **Adjustment of Terms for Failure to Deliver Required Jobs or Wages.** The Company covenants to maintain the Required Number of Jobs within the Enhanced Enterprise Zone for so long as this Agreement is in effect. The Company further covenants that the Required Number of Jobs shall have an Average Wage that is equal to or exceeds the County Average Wage for so

long as this Agreement is in effect. In the event the Company fails to maintain the Required Number of Jobs at an Average Wage at the Project (measured by determining the highest actual number of New Jobs during the 90-day period ending on each Test Date) or the Company fails to maintain the Required Number of Jobs at an Average Wage equal to or above the County Average Wage, the Administrator shall decrease the amount of the abatement and the term of the abatement to the minimum 50% for 10 years, provided that such decrease shall not apply retroactively to any past tax years.

4. **Obligation to Effect Tax Abatement.** The City shall take all actions within its control to obtain and/or maintain in effect the abatement referred to in Section 1 above, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of any other governmental taxing authority to recognize the abatement provided herein.
5. **Company's Right to Protest Taxes.** Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Company the right to appeal, protest or otherwise contest any property tax valuation, assessment, classification or similar action. The City agrees to cooperate with the Company in any such appeal, protest or contest to the extent that the real property tax abatement is challenged by another governmental entity.
6. **Cessation of Operations at the Project.** If for any reason the Company ceases operation at the Project during the term of this Agreement, the Administrator shall advise the Board of such cessation and recommend waiving the abatement from payment of ad valorem real estate taxes of the Company and returning the Project to the tax rolls at full value.

“Ceases operations” or “cessation of operations” means the failure of the Company to employ an average of at least the minimum ____ full-time equivalent employees at the Project for a period of 12 consecutive months; provided, however, that if such failure is due to a casualty at the Project, such failure shall not constitute the “cessation of operations” provided that the Company promptly commences the reconstruction of the Project and diligently pursues such reconstruction and such reconstruction is completed within 12 months of the casualty event.
7. **No Abatement on Special Assessments.** The City and the Company hereby agree that the property tax abatements described in this Agreement shall not apply to special assessments. The Company hereby agrees to make a payment to the City or any other taxing jurisdiction on or before each December 31 in an amount equal to 100% of the special assessments which would otherwise be due with respect to the Project if such Project were not subject to abatement.

ARTICLE IV

COVENANTS, REPRESENTATIONS AND AGREEMENTS OF THE COMPANY

1. **Inspection.** The Company agrees that the City and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least 48 hours advance written notice and to the Company's usual business proprietary, safety and security requirements, to enter upon

the Project Site to examine and inspect the Project and the records of the Company which demonstrate compliance with this Agreement. In addition to any and all record requirements stated herein, Company agrees to maintain and make available for inspection by the City, upon reasonable notice, the following records of the Project:

- a. The Company shall establish and maintain sufficient records as required by 24 CFR 570.506. Such records shall be made available to the City upon reasonable request.
2. **Compliance with Laws.** The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.
3. **Annual Jobs Reports.** The Company shall file with the City annually, commencing on June 30, 2020, and continuing on each June 30 thereafter while this Agreement remains in effect, a report stating the number of New Jobs maintained at the Project and Average Wage with respect to such Jobs in a form reasonably satisfactory to the City. The information shall be given as of the applicable Test Date, provided that, for purposes of determining compliance with the Required Number of Jobs pursuant to Article III, Section 3 of this Agreement, the Company may report the highest actual number of New Jobs during the 90-day period ending on such Test Date.
4. **City Approvals.** The City intends that the approval of the Project granted by the City pursuant to this Agreement shall not affect or constitute any approval required by any other city or county or governmental entity or department or pursuant to any city ordinance, code, regulation or any other governmental approval required by law, nor does any approval by the City pursuant to this Agreement constitute approval of the quality, structural soundness or safety of any portion of the Project. The City will not unreasonably withhold any consent or approval required by any City ordinance, code, regulation or any other governmental approval required by law related to the Project; provided that nothing herein shall be construed to obligate the City, acting as a party hereto, to grant permits or other approvals the City would not be obligated to grant, acting as a political subdivision, absent this Agreement. Any other political subdivision outside the boundaries of the City will be required to apply the City's ordinances, codes, regulations or any other approvals to the Project as required by law.
5. **General.** The Company represents, warrants and covenants that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:
 - a. The Company is a corporation duly organized and validly existing pursuant to the laws of the state of incorporation and is in good standing and qualified to do business in the State of Missouri;
 - b. The Company has the right, power and authority to enter into, execute, deliver and perform this Agreement;
 - c. The execution, delivery and performance by the Company of this Agreement has been duly authorized by all necessary corporate action, and does not violate the articles of incorporation or bylaws of the Company, as the same may be amended and supplemented, or any applicable provision of law, nor does it constitute a breach of or

- default under or require any consent under any agreement, instrument or document to which the Company is now a party or by which the Company is now or may become bound;
- d. There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Company which would impair its ability to perform under this Agreement; and
 - e. The Company has obtained (or will, prior to the commencement of construction or operation obtain) and shall maintain all required government permits, certificates and consents (including without limitation appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project.
6. **Compliance with Laws.** To the best of the Company's knowledge, the Project is and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project, including environmental laws.
7. **Survival of Covenants.** All warranties, representations, covenants and agreements of the Company contained herein shall survive termination of this Agreement for any reason.
8. **Indemnification of City.** The Company shall indemnify, defend and save the City and its officers, employees and agents, including members of the City Council, harmless from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Project during the term of this Agreement, and against any and all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the term of this Agreement from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Agreement, or any action requested of the City by the Company pursuant to this Agreement, (c) any contract entered into in connection with the acquisition, construction, furnishing and equipping of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) any act of negligence of any permitted assignee, lessee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any permitted assignee, lessee or sublessee of the Company.

ARTICLE V

DEFAULT AND REMEDIES

1. **Events of Default.** If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:
- a. the Company shall fail to perform any of its obligations hereunder and (i) such failure continues for a period of 60 days (or such longer period as the City and the Company may agree in writing) following written notice to the Company from the City of such failure and the notice shall include a specific description of the Company's failure hereunder), or (ii) if such failure is not subject to cure within such 60 days, the Company shall have failed to initiate action to cure such default and shall pursue such action to cure

- diligently;
- b. the Company shall breach any material covenant contained herein and continuance of such breach for a period of 60 days (or such longer period as the City and the Company may agree in writing) after there has been given to the Company by the City a written notice specifying such breach and requiring it to be remedied; provided, that if such breach cannot be fully remedied within such 60-day period, but can reasonably be expected to be fully remedied, such breach shall not constitute an event of default if the Company shall promptly upon receipt of such notice commence the curing of such breach and shall thereafter prosecute and complete the same with due diligence and dispatch; or
 - c. any representation of the Company contained herein shall prove to be materially false or erroneous and shall not be corrected or brought into compliance within 60 days (or such longer period as the City and the Company may agree in writing) after there has been given to the Company by the City a written notice specifying such false or erroneous representation and requiring it to be remedied; provided, that if such default cannot be fully remedied within such 60-day period, but can reasonably be expected to be fully remedied, such default shall not constitute an event of default if the Company shall promptly upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch.
2. **Remedies on Default.** Upon an Event of Default hereunder, this Agreement may be terminated by written notice to the Company from the Administrator stating that an Event of Default has occurred and all abatement of property taxes shall be terminated. Upon notice that the Company has defaulted on this Agreement, the Company may appeal the decision of the Administrator to the Board whose decision shall become final.
3. **Failure of the City to Perform its Obligations.** In the event the City shall fail to perform any of its obligations hereunder for (i) a period of 60 days (or such longer period as the Company and the City may agree in writing) following written notice to the City from the Company of such failure which notice shall include a specific description of the City's failure hereunder), or (ii) if such failure is not subject to cure within such 60 days, the City shall have failed to initiate action to cure such default and shall pursue such action diligently; the Company may declare that the City is in default under this Agreement and may pursue any legal remedy available to it to enforce this Agreement.

ARTICLE VI

TERM OF AGREEMENT

This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement), shall have a term commencing as of the date of this Agreement and terminating on the Stated Expiration Date, which term shall be automatically extended during any extended abatement period granted under Article III, Section 2(c) in accordance with the Abatement Matrix on Attachment C.

ARTICLE VII

MISCELLANEOUS PROVISIONS

1. **Mutual Assistance.** The City and the Company agree to take such actions as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.
2. **Severability.** If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.
3. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.
4. **Execution in Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the City and the Company with respect to the subject matter hereof.
6. **Electronic Storage of Documents.** The City and the Company agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date first above written.

CITY OF CARTHAGE, MISSOURI

By: _____
Title: Mayor

[SEAL]

ATTEST:

By: _____
Title: City Clerk

LEGGETT & PLATT, INCORPORATED

By: _____
Name: _____
Title: _____

[SEAL]

ATTEST:

By: _____
Name: _____
Title: Secretary

ATTACHMENT A
ENHANCED ENTERPRISE ZONE MAP

ATTACHMENT B
APPLICATION

ATTACHMENT C

ENHANCED ENTERPRISE ZONE TAX ABATEMENT MATRIX Jasper County Average Wage (CAW)

Jobs	100%	120%	140%	160%
10	3 yrs / 100% 5 yrs / 75% 2 yrs / 50%	4 yrs / 100% 6 yrs / 75% -----	6 yrs / 100% 4 yrs / 75% 2 yrs / 50%	8 yrs / 100% 4 yrs / 75% -----
50	4 yrs / 100% 6 yrs / 75% -----	6 yrs / 100% 4 yrs / 75% 2 yrs / 50%	8 yrs / 100% 4 yrs / 75% -----	10 yrs / 100% 4 yrs / 75% 2 yrs / 50%
100	6 yrs / 100% 4 yrs / 75% 2 yrs / 50%	8 yrs / 100% 4 yrs / 75% -----	10 yrs / 100% 4 yrs / 75% 2 yrs / 50%	12 yrs / 100% 5 yrs / 75% 2 yrs / 50%
250	8 yrs / 100% 4 yrs / 75% -----	10 yrs / 100% 4 yrs / 75% 2 yrs / 50%	12 yrs / 100% 5 yrs / 75% 2 yrs / 50%	----- ----- -----
500	10 yrs / 100% 4 yrs / 75% 2 yrs / 50%	12 yrs / 100% 5 yrs / 75% 2 yrs / 50%	----- ----- -----	----- ----- -----

Base: 10 yr / 50% for companies creating a minimum of two jobs and not in the targeted clusters, with approval of EEZ Ad

Enhanced: As per chart above, for companies in the targeted clusters.

County Avg. Wage (CAW): Jasper County average wages as defined by state DED. New companies must meet CAW as employees in new operation. Existing firms qualify based on avg. wage of existing employment base.

Job Creation: Number of FTE in twenty-four months after beginning new/expanded operation. To be new jobs created in Jasper County. Movement of jobs from one plant to another within the state would not qualify as jobs under the Act.

Benefits: Employer must also provide benefits as part of employee compensation package.

***MAYOR'S
APPOINTMENTS***

RESOLUTIONS

RESOLUTION NO. 1886

A RESOLUTION PROVIDING AUTHORIZATION OF APPROPRIATION OF FUNDS FROM THE ANNUAL OPERATING AND CAPITAL BUDGET OF THE CITY OF CARTHAGE, MISSOURI.

WHEREAS, the City of Carthage has, by ordinance, adopted its Annual Operating and Capital budget for the fiscal year ending June 30, 2020; and

WHEREAS, the City periodically needs to adjust its Annual Operating and Capital budget for a variety of business related reasons; and

WHEREAS, the necessity of conducting City business in an efficient and timely manner sometimes does not lend itself to amending the budget by ordinance; and

WHEREAS, an ordinance amending the budget will be presented for Council consideration prior to the end of the fiscal year; and

WHEREAS, the Budget Ways & Means Committee has, or will consider all requested budget adjustments prior to Council consideration of an ordinance amending the budget.

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 Council hereby authorizes a supplemental appropriation of funds from the City's Annual Operating and Capital budget for the fiscal year ending June 30, 2019 and 2020 as follows, and directs a budget adjustment ordinance be prepared and submitted to the Council for future action:

1. **General Fund; Central Muni. Activities;** to reflect a supplemental appropriation of \$15,968.75; for remittance of the difference between estimated and actual expenses for Financial Advisor's fees regarding closing costs in relation to the Direct Loan Program for Wastewater Treatment Plant improvement costs, from additional revenues received by the City in the amount of \$15,967.75, from unneeded closing costs.

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Budget Ways & Means Committee

MINUTES
STANDING
COMMITTEES

City of Carthage



Public Safety Committee – Minutes

Meeting Date: October 21, 2019

Meeting Location: City Hall

Call to Order: Chairman Harrison

Time Called to Order: 5:30pm

Attendance:

Chairman Harrison
Councilman Collier
Councilman Snow
Chief Williams
Chief Dagnan

Citizen/Other: Morgan Housh, Ceri Otero, Abi Almandinger, Mark Sponaugle, Chanti Beckham, Ann Stocker

OLD BUSINESS

1. Councilman Collier made the motion to accept the minutes from the previous meeting as written. Motion passed.
2. Chief Dagnan updated the committee on the School Zones at Fairview School. Dr. Mark Baker, R9 Superintendent of Schools spoke with Chief Dagnan about adding a school zone in front of Fairview Schools. This was brought to the Public Safety Committee last month. The committee agreed that a school zone needed added. They suggested that Dagnan speak with Street Department to get numbers and a plan. The Police Chief and Streets Department met and discussed the plan and agreed that a school zone was warranted. There was some concern over the transition for traffic coming into town heading west who are traveling 55MPH and if a safe transition could be accomplished. It was determined that there would be a "School Zone Ahead" sign placed in the right of way in front of the Evangel Assembly of God Church. It is recommended by the Police Department that a school zone be placed in front of Fairview Elementary School, following recommended placement of the signs outlined in the attached diagram. Further, the school zone would begin at the East of the school, just to the west of Fairview and Allison and to the west of the school just to the west of Fairview and Pear. In addition, since there is highway traffic entering into this school zone that solar flashing lights be placed on the school zone signs. Finally, once the signs are located the ordinance will need to be changed so that it is matching the current wording.
3. Chief Dagnan updated the committee on the proposed crosswalk at 2nd and Grant. This was brought to the Public Safety committee last month. Pastor Francisco Bonilla, from the Cristiana Hispanoamericana Church spoke with the committee how the church had purchased a building across the street from the current church building. He stated that church members cross Grant Street on Saturday nights and Sunday mornings to get back and forth from the main Church. Pastor Bonilla felt that this was dangerous for the members of the Church. He asked the Public Safety committee to consider putting up signs. Dagnan informed the committee that signs could not be added without a crosswalk which would have to be ADA approved and a study done to determine the number of pedestrians who crossed. Dagnan met with the Streets Department and Public Works Department to review the issue. It was readily apparent that the sidewalks in front of both the current church building and the new building were severely damaged and not sufficient of an ADA crosswalk. It is the recommendation of the PD that Pastor Bonilla be sent a letter

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at least 24 hours prior to the meeting.***

stating that the city will place an ADA crosswalk, crossing Grant at 2nd however this will be done only after the Church repairs the sidewalks in front of the properties that they own. The City does have a "sidewalk match" program that the city would match 50% of the expense of the repair of the sidewalk, or up to \$3,000.00.

4. Chief Dagnan updated the committee on the stop sign at 15th and James. On behalf of Margaret Stills, Chief Dagnan brought this to the Public Safety meeting last month. Mrs. Stills is concerned about the vehicle speeds and childrens' safety at this location. During last month, Public Safety meeting it was agreed on that the PD do a street study there. The PD put the police radar trailer at the 1400 block of James and monitored southbound traffic from October 14th to the 18th. In summary, only 3% of the 472 cars that were tracked were in violation of the 30 MPH limit. The Police Department does not feel that a stop sign at this intersection is warranted.
5. Chief Dagnan spoke with the committee on the Butterball crosswalk that was discussed last month at the Public Safety meeting. Todd Ericson and Matt Duvall spoke with the committee last month on the need to change the crosswalks in from of the Butterball plant. They have had multiple injuries at this location and would like to solve the problem by removing the existing crosswalks and put one in a more centralized location, add pedestrian crossing sign in the middle of the road, add a speed gun to display speeds, and also add speed humps on both sides of the centralized crosswalk to slow down traffic entering and leaving the parking lot. Chief Dagnan spoke with Public Works Department and the Streets Department on their thoughts to see if a more visible crosswalk could be engineered with no negative impact on drainage or traffic. These three departments and Butterball agreed on a 5-foot wide crosswalk, vinyl speed humps, and a MUTC approved speed sign. All initial costs will be paid by the city and Butterball will reimburse the city for all expenses related to this project.

CITIZEN PARTICIPATION

1. Chanti Beckham discussed the 2019 Run Through the Lights. The runners will be running through the CRM lights on Tuesday December 17 at around 6:00pm to 6:30pm. Runners will be starting at the Church of Nazarene just to the south of the lights (CRM), cross the street and run through the light display. Some runners will continue on the Square and back making it a 5K run. The light display is normally closed on Tuesdays but the Fathers will turn on the display just for the runners. Beckham would like a patrol car to block traffic while runners cross Fairview for traffic control. This is the same as previous years. Councilman Collier made the motion to approve the 2019 Run Through the Lights event on Tuesday December 17th with officer assistance to cross Fairview and the closure of Grand Street from Highland to Fairview. Motion passed.
2. Mark Sponaugle spoke with the committee about the 47th Annual Christmas Parade, "Christmas through the Decades". The parade will be held on December 2, 2019 at 7:00pm. As in years past, the parade originates at the corner of Chestnut and Main Streets, proceeds North on Main Street, circling the Square, then back South on Grant, ending at Chestnut and Grant. He is requesting street closures of Chestnut, 9th, 10th, 11th, and Main Street from 5:00pm to around 8:00pm as in years past. He would also like to vacate the parking spots on the inside corners of the Square for the semi-trucks to be able to turn. Councilman Snow made a motion to approve the 47th Annual Christmas Parade with street closures same as past years with the vacation of the inside of the Square, and allow vehicles backwards parking on the outside of the Square. Motion passed.
3. Ann Stocker spoke with the committee on her concerns with the parking issues on the SE corner of Sophia and Budlong. She is concerned with the people who are parking on the south side of Budlong making it difficult for the houses on the north side of the street to back out of their drives and the school busses who are trying to turn onto Budlong. The school busses can not make that turn when there are cars parked there. The street itself is fairly narrow and when there are cars parked on the side of the street it makes it more difficult. Stocker is proposing that the committee make it only parking on the north side of Budlong, no parking at all on Budlong, or no parking on the corners of the streets so the busses can get through. Chief Dagnan and his department had been out to look at the problems prior to the meeting. He agrees that the street is narrow and makes it difficult for cars to pass. The problem with this street is that there is no curbing on this street. This makes where there could not be any no parking signs based on

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ordinances. Dagnan will speak with the Streets Department on options to help the problem. No motion was needed.

4. Abi Almandiner spoke with the committee on her concerns with the parking ordinance regarding the amount of time a vehicle can park on a lot whether it is operable or inoperable. The current ordinance states: "No person, being the owner thereof or having in his care or custody any motor vehicle, shall abandon the same on any street, alley, public parking lot, or public place within the city, for a period longer than forty-eight (48) hours. Abandoned vehicle as used in this section shall mean: any vehicle which is disabled or cannot be driven on the city street or highways of the state for whatever reason.

Abi made the suggestion to change to "No person, being the owner thereof or having in his care or custody any motor vehicle, operable or inoperable, shall abandon the same...

Second option was: Abandoned vehicle as used in this section shall mean: any vehicle, operable or inoperable, which is disabled or cannot be driven on the city street or highways of the state for whatever reason.

Abi spoke with Dagnan prior to this meeting the length of time that they would allow these vehicles to park on the lots. Dagnan suggests nothing less than 10 days up to 14 days. There would have to be signage added to the lots to make the motorists aware. The committee discussed the pros and cons of making changes to the ordinance. Dagnan told the committee that he would be ok with this and would still follow the current procedures that the Police Department has with towing vehicles. Dagnan will be speaking with the Streets Department on this issue and the City Attorney to look over the ordinance wording then bring back to the committee. No motion was needed.

5. Abi Almandiner also informed the committee on a few statistic on monetizing the benefit of beautification. Vision Carthage team is currently looking at beautifying two parking lots. One lot is at the corner of 6th and Main and the other is at 5th and Grant. Abi is currently working with Zeb and his team at the Public Works Department on some estimated costs of how to make these two lots more beautiful and benefit the business of Carthage, increase tourist, tax rates, and the overall look. No motion was needed.

NEW BUSINESS

1. Staff reports
 - a. Police
 - i. Chief Dagnan gave a short update on feral cats. There has been one "problem area" and the issues have been taken care of.
 - ii. Chief Dagnan spoke with the committee shortly about the CPD how the department is losing employees and a retention proposal that he is working with Tom Short on.
 - iii. Chief Dagnan mentioned the street closures for Halloween. These streets will be closed each year without having to be brought to council. The Square will be closed from end of school to the end of business hours, and Grand Street will be closed from Macon to Centennial from about 4:00pm to around 9:00pm.
 - b. Fire
 - i. Chief Williams spoke with the committee of an acceptance of a donation from Connie Haffner on behalf of the Haffner Family to the Fire Department in the amount of \$2,000 to be used to purchase 511 pullovers for the department. Councilman Collier made a motion to accept the donation. Motion passed.
 - ii. Chief Williams spoke with the committee briefly on Station 2. The station is operating a 24 hour staff. Engine 621 is stationed at the station along with a brush truck. He provided the committee call stats. In a 30 day period from 9/21 to 10/21 133 calls were ran from Station 1 and 54 calls were ran from Station 2. He will be meeting with ISO on Friday to go over ISO ratings.
 - iii. Chief Williams received closed bids on PPE (Personal Protective Equipment) and he is reviewing them now. He will be receiving Breathing Air bids this week and also working on getting locker proposals.

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- iv. The HVAC unit at Station 1 is needing replaced and working with Tom Short on possibly including this unit with the unit that is needing replaced at City Hall.
- v. The Storm siren on Marigold is needing some repairs and waiting on some warranty work on it. All batteries in all the sirens have been replaced by the Carthage Fire Department.
- vi. The CFD had their annual Pancake Feed on Saturday October 19th and was a success
- vii. Chief Williams informed the committee that Deputy Chief Myers will be retiring on December 20th. He has been a member for the CFD for 25 years.

ADJOURNMENT

Councilman Snow made a motion to adjourn. Motion passed.

Next Meeting Date: November 18, 2019

Next Meeting Location: Carthage City Hall – Upstairs Conference Room

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

**COMMITTEE ON INSURANCE/AUDIT AND CLAIMS
TUESDAY, OCTOBER 22, 2019
CITY HALL COUNCIL CHAMBERS**

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

OTHER COUNCIL MEMBERS: None.

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

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. Armstrong, the minutes of the October 8, 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. Newport.

NEW BUSINESS:

1. **Staff Reports:** City Clerk Traci Cox reported there will not be an increase in employee health insurance rates for the next calendar year. Staff is still working to finalize the health insurance plan renewal. The Wellness Committee is working on offering a flu shot clinic for employees.

Mr. Short reported the State had revoked the sales tax license for Chad's Garage, so the City will be contacting the business regarding their license issued by the City. Requests for proposals to conduct a compensation and benefit analysis were sent to 14 vendors. The proposals are due back by November 8.

ADJOURNMENT: Mr. Newport made a motion to adjourn at 5:28 PM. Motion carried 4-0.

Traci Cox
City Clerk

BUDGET WAYS & MEANS COMMITTEE
MONDAY, NOVEMBER 4, 2019 5:30 P.M.
CITY HALL COUNCIL CHAMBERS

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

OTHERS PRESENT: Mayor Dan Rife, City Administrator Tom Short, City Clerk Traci Cox, Parks & Recreation Director Mark Peterson, Council Members Ceri Otero, David Armstrong, and Kirby Newport, Chamber President Mark Elliff, CVB Director Niki Cloud, and Citizen Abi Almandinger

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

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

OLD BUSINESS:

1. **Consideration and approval of minutes from previous meeting.** Mr. Topete made a motion to approve the minutes for the October 7 Budget meeting. Motion carried 4-0.
2. **Consider and discuss the imposition of a use tax for general revenue purposes by the qualified voters of the City for their approval at a future, to be determined, election.**

“The Committee will provide for additional open discussion about a possible use tax at the November 4, 2019 meeting. The agenda will include a one-hour session to discuss the need for a use tax, and the possibility of an authorization vote sometime in 2020. This item was requested to be considered again at this month’s meeting and seek a wider audience for discussion of the issue. Currently, there is no outside imposed deadline to enact conducting an election. The City has been discussing a Use Tax, in earnest, since 2012 when the “Street Decision” by the Missouri Supreme court created a loophole in the Missouri Sales Tax laws allowing vehicles purchased out of state or from an individual to be exempted from the local Sales Tax. For a short period, Missouri cities that did not have a local Use Tax in place, lost the tax revenues they once had from vehicle sales. In 2013 the City attempted to pass an issue involving the vehicle titling portion and the retail portion of this issue. It was defeated by a 13.8% or 33 vote margin. In August 2017, the City placed on the ballot just the titling (portion) of motor vehicles, trailers, boats and outboard motors that were purchased from a source other than a licensed Missouri dealer of this tax. Voters passed this tax by a margin of 69% for and 31% against. This progression was also roughly experienced by the Cities of Joplin, Carl Junction, Airport Drive and Alba. As Carthage’s percentage of General Fund’s Sales Tax is about 27% of revenues, and as sales from e-commerce continue to grow, there is a concern of being able to maintain operational service levels in the General Fund, as well as leveling the playing field for brick and mortar businesses. The Budget Committee had previously discussed the possibility of calling for an August 07, 2018 election considering, among other things, what the City of Joplin would be doing. Included are a couple of Joplin Globe articles from back then regarding Joplin’s discussions and the Committee’s support for an August election, which ultimately was defeated. Since then, Joplin has changed their position and have put a ½ percent General Sales Tax issue for vote on the

November 2019 election. The tax would be dedicated to resolving the issues Joplin has been having with its Police & Firemen's Pension Fund and change out to a LAGERS system for new employees. Additionally, the City of Carl Junction has attempted three times, and failed, to get this item passed. The City of Neosho has placed the Use Tax question on the November 2019 ballot after having it been defeated in April. Included is information regarding Use Taxes for background that was in the last packet, a US Census Bureau News report about the growth of e-commerce, an estimated amount of potential 2015 Use Tax projected by the Department of Revenue provided by MML, a list of Municipalities with a Use Tax as of 5/10/2018, and an election calendar for 2020. Timing is as much a factor in passing issues like this as the issue itself. The Committee discussed some of the timing concerns at the previous meeting. The full Council was invited to the Committee meeting as well as businesses via Eli Bruton."

Committee Chair Mr. Snow informed those present that this portion of the meeting was designed to capture ideas, without debate, to help determine the necessity of a use tax. Everyone in attendance agreed that a use tax was necessary. Ideas presented were as follows:

- Future Vision for Parks
- Eliminate Business License Fees
- New Business Incentives
- Historic Preservation Grants
- N. Garrison Bridges
- Improvement to Baker Street
- Streets and Bridges
- City Beautification
- Expanded Farmers Market
- Cleanup of Blighted Properties
- Route 66 Focus/100 year anniv 2026
- Tourism
- Marketing of Carthage
- Civil War Tourism
- Sidewalk Improvement
- Curb and Gutter Improvement
- Economic Incentives for Downton
- Walkable Community Improvement
- Expanded Department Services
- Expanded Trails
- Nature Center at Kellogg Lake
- Additional Holiday Events (Lighting and Sound on Square)
- Connect Trails to Bike Routes
- Performing Arts Center
- Water park/Aquatic Center
- Renovation of Ball Complex
- Renovate Rock Stadium
- Master Plan
- Industrial Park
- Carthage Militia
- Acquisition of Kendrick House
- More Roundy Rounds
- Funding Public Safety Retirement Fund
- Beautify Entrances to City
- Golf Course
- Neighborhood Revitalization
- Magnet District
- Dome Over Square
- Driving Range Improvements
- Public Shooting Range
- Business Incubator
- Residential Incentives
- Dredging Kellogg Lake

NEW BUSINESS

1. **Consider and discuss proposed CVB merger with Chamber of Commerce.**
*"As reported at last meeting, the Chamber of Commerce was reviewing/discussing a request that it received from the CVB Board to merge the CVB functions in to the Chamber. The plan was to have the Chamber of Commerce present their "proposal" to the Budget Committee regarding the CVB Agreement for discussion, etc., for a recommendation to the full Council. As this is a contractual service, the City has to agree as to how it would like to handle this service. Included is information **provided by the Chamber** and the CVB, regarding the merger. This includes a "Summary of Carthage Chamber of Commerce and Convention and Visitors Bureau Merger" and a Word document of a conversation with the City of Moberly's Chamber of Commerce who contract for CVB services with the City of Moberly. Also included is information **supplied by staff** regarding this proposal along with a brief history and work previously completed regarding the formation of a CVB (LODGING TAX/CVB PROPOSAL 2001/2019)."*

Mark Elliff and Niki Cloud discussed benefits of merging the Chamber of Commerce and the CVB, noting the idea began when a long-term employee left employment at the Chamber. Merging the two entities would allow them to work together during busy times. The merger would also allow the CVB Director position to obtain benefits including health insurance and retirement currently provided to Chamber employees. A portion of the CVB salary would come out of Maple Leaf funds and Chamber funds. The CVB would have an Advisory Committee and the CVB Director would report to the Chamber Director. Merging the two would require a change to the bylaws and the Chamber and CVB would like approval from the City before proceeding with hiring an attorney to change the bylaws. There was a 3-1 committee consensus to support the merger, but no action was taken. This topic will be reported on at the next Council Meeting to determine a council consensus before proceeding with bylaw changes.

2. **Consider and discuss lease of basement space with Jasper County Circuit Court.**
"As reported at the last meeting, the County Court inquired about using City facilities for conducting court during the court construction project. That request has been withdrawn. However, they would like to use our basement for storage of office furniture during construction. They are needing a place to store the office furniture for 3 Judges, 1 Family Court Commissioner and the Jasper County Circuit Clerk for a year to 18 months. The City and the Court previously had an agreement for leasing space in the basement of City Hall. The Committee agreed to refine the agreement to facilitate this arrangement. Included in this packet is the Agreement."

Mr. Short presented a proposed lease agreement that would allow the Jasper County Circuit Court to utilize space in the basement of City Hall to store office furniture during the remodel at the courthouse. The lease is for one year and can be renewed on a monthly basis if more time is necessary. Mr. Collier moved to forward the contract to council for approval. Motion carried.

3. **Consider and discuss budget adjustment resolution.**

"This adjustment involves the WWTP and the financing of its improvements. You may recall that the Council approved the documents regarding the Direct Loan and approved the bid from McClanahan Construction Co. Inc. of Rogersville. Allgeier Martin, the project engineers, had provided a tentative schedule for estimated closing costs based on preliminary information. This closing was been scheduled for Friday, September 27, 2019. One of the estimated costs involved the City's Financial Advisor, Baker Tilly (formerly Springsted). The Engineer's estimate was \$18,000. The actual amount of their services was \$2,031.25. Due to the timing of the issue and the closing, the financing was closed with the original estimates which were correct except for the City's financial advisor. Our Bond Counsel, with DNR agreeing, recommended that the difference be remitted directly to CW&EP for eligible project expenses. As this project is a City project, the difference was remitted to the City. This adjustment will authorize the City transferring the balance of \$15,967.75 to CW&EP for project related costs. This issue was closed as scheduled."

Mr. Short reported the adjustment was due to the closing costs for the WWTP Improvements being estimated too high. The funds were refunded to the City and need to be appropriated back to CWEP. Mr. West moved to forward the Budget Adjustment Resolution to council. Motion carried.

4. **Staff Reports.**

- a) **Sales Tax Report;** as of the writing of this memo, we do not have the Sales Tax report for this month. If it is received before the meeting, we will bring it to the meeting.
- b) **Monthly Budget reports;** as of this writing, due to the change in the meeting date, we do not currently have the reports as the month has yet to be closed out. If the month can get closed out, we will bring the Summary Report to the meeting.
- c) **Comprehensive Compensation Study;** this item is currently out to bid. We have received some initial responses for information and have received one proposal so far.
Proposals are scheduled to be submitted by November 08, 2019
- d) Due to weather, the School and **City Auction** has been delayed again with the probability of waiting until spring. In the meantime, staff will investigate the feasibility of conducting its own Auction.
- e) Traci and I met with Beimdiek Agency about the City's renewal of its **Group Health Insurance** plan. Beimdiek reported that there would be no premium increase for next year. Additionally, Beimdiek was asked to look at a couple of other options to lower plan premiums without unduly impacting participants. Traci will discuss these with the Committee on Insurance & Claims. Beimdiek's HR group was also asked to assist in potential changes to the City's Personnel Policies due to the vote legalizing Medical Marijuana. This will be taken to the Committee on Insurance & Claims when appropriate.
- f) **Butterball crossing;** an Agreement will be on the next Council agenda (November 12, 2019) regarding this street crossing. It is anticipated that if agreed to, we will have to appropriate funds for this project and then be reimbursed by Butterball.
- g) **Potential/Future Budget Adjustments** (informational); bids will be opened for HVAC units at the Fire Department and City Hall November 12, 2019. These were not budgeted for in this fiscal year. An adjustment may also be needed in

the Emergency Management Department for needed repairs and replacements for the emergency sirens. We'll continue to monitor the budget to determine when and if one will be needed. Depending on our meetings regarding changes in the IT department to try to provide for a smooth transition due to Amon leaving to pursue other opportunities, a re-alignment of the budget may be necessary. Again, we'll continue to monitor the budget to determine when and if one will be needed.

- h) I've included a copy of an email that was sent to the Public Services Committee from Mark Peterson about the **Aquatics Center** work, to keep you in the loop as to what's going on concerning this YMCA project. I believe the full Council has been sent copies of the documents. If you need copies of the documents please let me know and we'll forward you the original email.*
- i) **Economic Development Services reports**; some discussions have taken place and are attempting to come up with an acceptable alternative.*

Mr. Short reviewed the above items and also reported the position for the IT Technician is currently being advertised due to the departure of Amon Henady effective November 6. One of the main projects remaining was to upgrade computers to Windows 10. It is being considered to allocated funds within the IT budget to replace all machines instead of just upgrading existing computers to Windows 10. The City currently has an IT assistance contract with Pearson Kelly. Administration is in discussion with Pearson Kelly to convert to a Total Care contract until additional staff can be hired. The 2017 hail damage insurance claim has been settled and an additional \$77,000 will be received from the insurance company. There is the possibility of a substantial increase in insurance costs due to property being covered below appraised values. Administration continues to work on reporting requirements for economic development.

ADJOURNMENT: The meeting adjourned at 7:30 P.M. on motion by Mr. Collier.

Respectfully submitted,
Traci Cox

PUBLIC WORKS COMMITTEE

Public Works Department 623 E 7th Carthage MO 64836
Tele: (417) 237-7010 Fax: (417) 237-7011

"America's Maple Leaf City"



11-05-19 PUBLIC WORKS COMMITTEE MEETING MINUTES

Committee Members present: Mike Daugherty, Ceri Otero, David Armstrong, Ray West

Staff Members present: Tom Short, City Administrator, Zeb Carney, Director, and Marcia Weng, Public Works Secretary

Citizens: Abi Almandinger

November 5, 2019 Public Works Committee meeting was called to order at 5:30 p.m. by Chairman Mike Daugherty.

A motion was made by Ray West to accept the minutes from the August 6, 2019 committee meeting. All ayes, motion passed.

Citizen Participation: Abi Almandinger, with Vision Carthage, gave a presentation to the committee on proposed Parking Lot improvements. The parking lots are located at 6th and Main (A) and at 5th and Grant (B). The estimated cost of fixing parking lot A is \$69,959.25 and parking lot B is \$90,047.00. Vision Carthage is willing to pay \$5,000.00 for each lot. Improvements include repaving, curb and gutter, flower beds, lighting, benches, and some stamped concrete in a couple of areas. Zeb is to present this plan to the council for the 5 year budget.

Old Business: None.

New Business:

Zeb gave a quick review over the agreement with MODOT for the sidewalk improvements and pedestrian traffic at Fairview and Garrison Avenues. The cost to the city will be approximately \$58,000.00. Ceri Otero made a motion to recommend to the council an agreement with MODOT for these improvements. All ayes, motion carried.

Staff Reports

Zeb reported on the following:

Blevins is in town, trying to beat the weather, on paving projects. They were working on the Police Department parking lot and found there was no base rock, only dirt, so they had to fill in with base rock before paving it. They still have High Street, Hazel, McGregor Street and Memorial Hall to finish.

Hunter Chase, the contractors on the Fairview project, are being charged \$500.00 per day in default of being finished behind schedule.

The ditch on Pearl Street, also being done by Hunter Chase, should be completed in a couple of days, weather permitting.

ADM Milling is going to build a new grain elevator. It will rise 160' in the air.

Have been in meetings for a new Crossfit building in the Peachtree subdivision.

Rick Benson, with the new housing project on Hope Drive, has all the sewer and water in. They are hoping to have the base rock and asphalt in before cold weather hits.

The Phelps 9th Addition, off of Wendy, will be needing asphalt soon also.

The new Street Sweeper was ordered in July and should be delivered November 15. The city is looking for a new replacement truck for the Street Department.

The building at 500 Oak Street has been bought by Caleb Patrick. He has been cleaning the building out and is planning on restoring it into a coffee and sandwich shop.

We've had 2 openings in the Street Department and Bob Sanders will be retiring in January. We have rehired Chad Carney, a former Street Department employee. We also have hired Jeff Stevenson and Brad Cardwell.

Tom reported on the following:

Zeb has been working with the Police Department on a pedestrian crossing at Butterball. They have had a couple of employees get injured while crossing from the building to the parking lot. Butterball will cover all expenses for the new crosswalk.

The city is trying to get MODOT to help with transition speeds for the school zone at Fairview School as you come into town.

The TAC Committee is to present to MODOT their projects for the year. Included in those projects is talk of a fast lane interchange at I-49 and Central Avenue. However, the waste water treatment facility could cause problems with being in the way.

The railroad crossing on River Street should be under construction next week.

The city received a sewer camera from CWEP to use for our storm water projects and sewer lines. Our capital improvements may have to be revamped due to the weather we have had this year – a wet summer and now winter is upon us.

The old Sun Loan building on E Airport Drive has been purchased and will now become an Orient Express. A drive thru only for Chinese cuisine.

The city is discussing the possibility of keeping a four way stop at the intersection of Fairview and Hazel.

Ceri Otero made a motion to adjourn the meeting at 6:45 p.m. All ayes, motion carried.

***MINUTES
SPECIAL
COMMITTEES
AND BOARDS***

***AGENDAS
STANDING
COMMITTEES***

--NOTICE OF MEETING--

BUDGET WAYS & MEANS COMMITTEE

MONDAY, NOVEMBER 04, 2019

5:30 P.M.

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

--TENTATIVE AGENDA--

CITIZENS PARTICIPATION

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

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting.
2. Consider and discuss the imposition of a use tax for general revenue purposes by the qualified voters of the City for their approval at a future, to be determined, election.

NEW BUSINESS

1. Consider and discuss proposed CVB merger with Chamber of Commerce.
2. Consider and discuss lease of basement space with Jasper County Circuit Court.
3. Consider and discuss budget adjustment resolution.
4. Staff Reports.
5. Other Business.

ADJOURNMENT

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

POSTED: _____

BY: _____

--NOTICE OF MEETING--
PUBLIC WORKS COMMITTEE
NOVEMBER 5, 2019
5:30 PM
CITY HALL
326 GRANT STREET
2ND FLOOR CONFERENCE ROOM
-- AGENDA--

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting

CITIZENS PARTICIPATION

Abi Almandinger, with Vision Carthage, has a presentation on two parking lots in town – Lot A at 6th and Main and Lot B at 5th and Grant.

NEW BUSINESS

1. Consider and discuss a Council Bill authorizing an agreement with MODOT for improvements (for sidewalks and pedestrian traffic) at Fairview and Garrison Avenues.

STAFF REPORTS - Zeb Carney & Tom Short

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: 11/01/2019

BY: Marcia Weng

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

November 12, 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 Employee Health Insurance Renewals.
2. Consider and Discuss the Admendment to the Pearson Kelly IT Services Agreement.
3. Consider and Discuss Job Descriptions for Police Reserve Officers.
4. 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***

2020 CENSUS COMMITTEE
October 24, 2019
5:30 PM
Carthage City Hall
Conference Room

Old Business

Citizens Participation

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

New Business

1. Consider and discuss plan to improve citizen participation in the 2020 Census.

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 _____

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

OCTOBER 29, 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

Approval to enter into negotiations with Crossland Construction for the Construction Manager at Risk for the Construction of the new Jasper County Courts Building in Joplin, Renovations to the Jasper County Courthouse in Carthage and Renovations and Additions to the Jasper County Jail projects.

10. PUBLIC HEARINGS
11. VOTE TO GO INTO CLOSED SESSION

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

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

THE NEWS MEDIA MAY OBTAIN COPIES OF THIS NOTICE BY CONTACTING:

COMMISSION OFFICE, 302 S. MAIN, COURTHOUSE, ROOM 101, CARTHAGE 417-358-0421

NOTICE POSTED OCTOBER 25, 2019 AT 4:00 P.M.

(RSMO 610.020)

MEETING NOTICE

CARTHAGE TREE BOARD

DATE: TUESDAY, November 5, 2019

TIME: 4:00 PM

LOCATION: CARTHAGE PARKS DEPARTMENT
MUNICIPAL PARK
720 ROBERT ELLIS YOUNG DRIVE
CARTHAGE, MO 64836

TENTATIVE AGENDA

1. Project Updates
 - a. Arbor Day
2. Set next meeting date and adjourn

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

Posted: _____

By: _____

CITY OF CARTHAGE

Planning, Zoning, and Historic
Preservation Commission

AGENDA

Date of Meeting: 11/7/2019

Place: City Hall Chambers
326 Grant St.

Time: 5:30 pm



To Consider the following items:

1. Requested by: Rev. Timothy Buelow

Project Location: 2134 Grand Ave

Request type: Special Use Permit

Reason for Hearing: Request to operate a Daycare

2. Requested by: Ronald & Crystal Stiles

Project Location: 11th & Grand (Car Misc W 75' Lot 55)

Request type: Certificate of Appropriateness

Reason for Hearing: Tabled at previous meeting held on 10/7/2019. Request for the new construction of a duplex

3. Requested by: Jackie Boyer

Project Location:

Request type: Other

Reason for Hearing: Discuss process and ordinances dealing with deteriorating property.

4. Requested by:

Project Location:

Request type:

Reason for Hearing:

5. Requested by:

Project Location:

Request type:

Reason for Hearing:

Commission Members

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

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

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

SALES TAX REPORT

For the Month of:

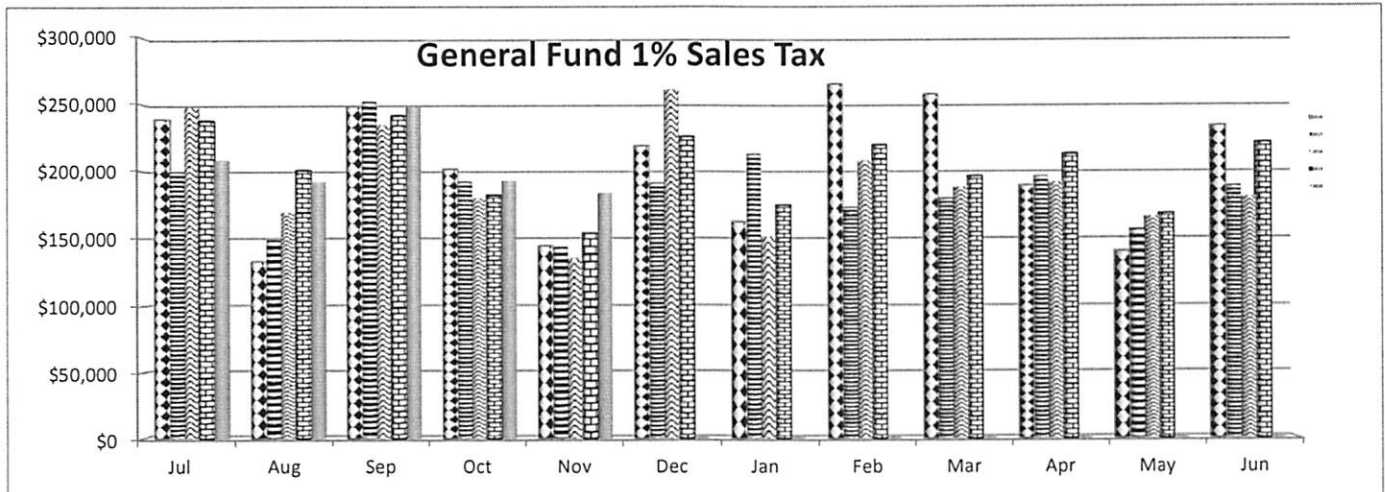
November

2019

City's 1% General Fund Sales Tax

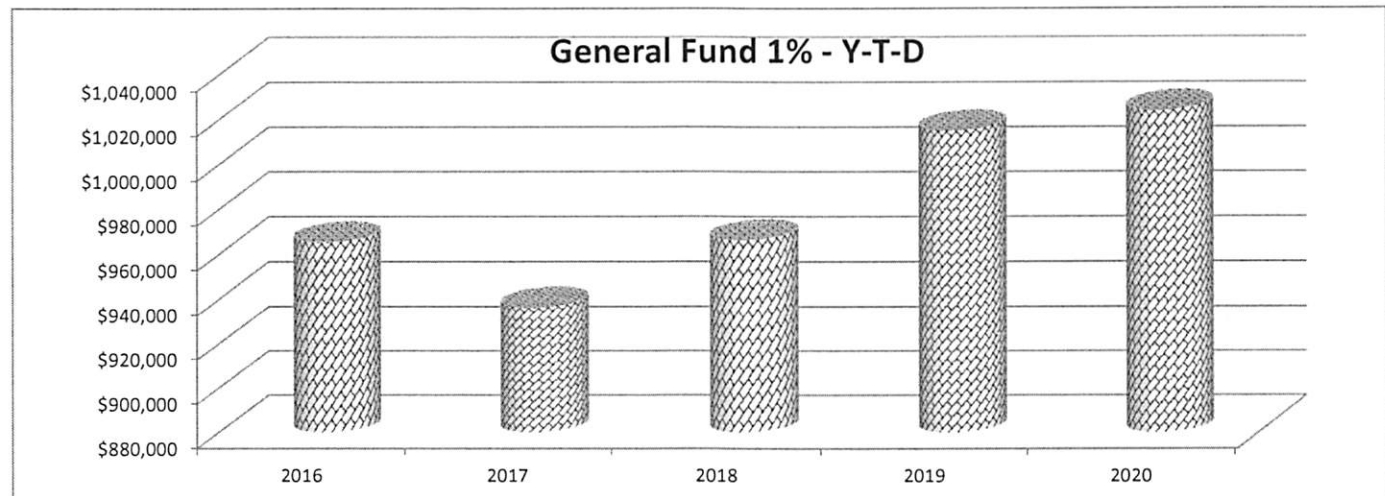
Current Month: \$ 183,573.67	Budgeted: \$ 152,047.60	% Difference 20.73%
-------------------------------------	--------------------------------	----------------------------

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Current Month	\$ 144,310.84	\$ 143,534.25	\$ 135,110.80	\$ 153,591.90	\$ 183,573.67
% Change		-0.54%	-5.87%	13.68%	19.52%
\$Change		<u>-\$ 776.59</u>	<u>-\$ 8,423.45</u>	<u>\$ 18,481.10</u>	<u>\$ 29,981.77</u>



Year-To-Date: \$ 1,024,021.41	Budgeted: \$ 1,004,849.21	% Difference 1.91%
--------------------------------------	----------------------------------	---------------------------

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Y-T-D	\$ 965,282.14	\$ 936,226.95	\$ 966,245.94	\$ 1,015,055.18	\$ 1,024,021.41
% Change		-3.01%	3.21%	5.05%	0.88%
\$Change		<u>-\$ 29,055.19</u>	<u>\$ 30,018.99</u>	<u>\$ 48,809.24</u>	<u>\$ 8,966.23</u>



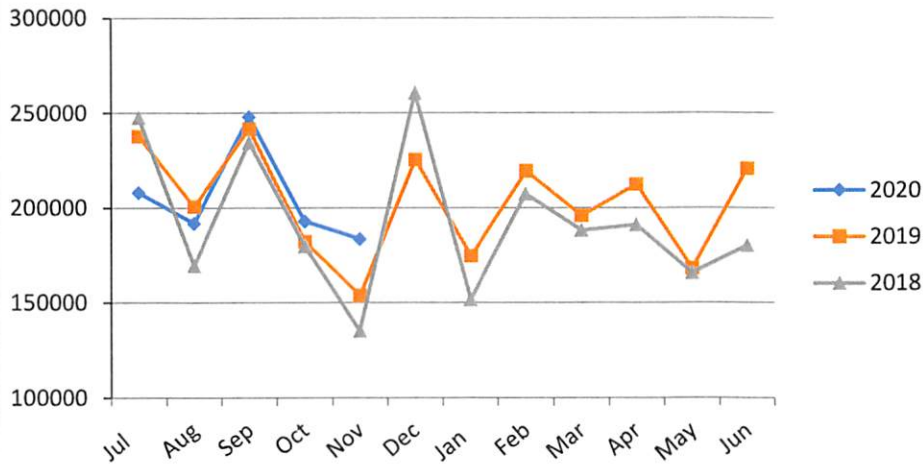
Comments:

City Sales Taxes total 2.750%. This includes 1% General, .5% Transportation, .5% Capital Improvements, .5% Parks/Stormwater, and .25% Fire. Numbers are shown as received by the City. Receipts lag collections by approximately 2 months. The total current Sales Tax rate in the City of Carthage is 8.2% which includes the passage of the County's 1/4% Sales Tax for the Juvenile Center and Courthouse work, in October 2016 with an approved extension until 2035.

The General Fund Sales Tax (1%) receipts for November showed an increase of 19.52% from the same month last Fiscal Year. This amounted to approximately \$20,982 more than the same month last year. This is the fifth month of the fiscal year and, the third month of collections which were higher than last year's total reported Sales Tax collections. Overall, the City had budgeted an increase of 0.85% from the previous year's budgeted amount. However, actual receipts for FY 19 exceeded projections. Final fiscal 2019 numbers ended up 1.86% (\$44,141) higher than 2018. We would have liked to see a continuation of the positive trend that ended last fiscal year's receipts. Hopefully, this and last month's trend will continue for the rest of the subsequent month's collections. Currently, we are running about 1.91% (\$19,172) above budget projections.

City Administrator's Monthly Report (October)

1% General Fund Sales Tax FY Monthly



Sales Tax Receipts Fiscal YTD

Fund	FY 2020
General	\$1,024,021.41
Transportation	\$486,350.29
Capital Improvements	\$486,350.36
Fire	\$485,480.66
Parks/Stormwater	\$243,128.73
Total	\$2,725,331.45

Building Permits	Month (October)	Month Value	Year-to-Date	Y-T-D Value
Res.-Single Family Addn.	5	\$89,676	13	\$167,594
Res.-Single Family Alt.	5	\$40,255	7	\$101,505
Res.-Single Family New Const.	2	\$192,074	7	\$931,147
Commercial	1	\$50,000	3	\$649,000
Electrical Permits	11	\$25	66	\$6,100
Plumbing Permits	3	\$475	19	\$3,945
Roofing Permits	19	\$475	73	\$4,200
Total Permits & Fees	62	\$12,514	261	\$14,375

Business/Occupation Licensing

Occupation Licenses	October 2019	Previous Year
New Applications	* See note	na
Renewals		na
Total Licenses		460
Payments Received		\$ 120,026

Note: Licenses are renewed by January yearly. Notices for 2020 will be sent out in December.

Departmental Numbers of Interest:

Public Safety	October 2019	Y-T-D
Police		
Number of Calls Dispatch	2,142	9,399
Number of Traffic Stops	398	1,788
Number of Arrests	345	1,175
Taxi		
Number of Rides	1,164	5,016
Fire		
Number of Calls	192	772
Number of Medical Calls	107	428
Number of Residential Fire Calls	1	5
Public Works		
Streets		
Number of Blocks paved	0	0
Number of Utility Cut Repairs	65	128
Parks & Recreation		
Parks		
Number of Parks/Facilities	57	57
Number of Acres Maintained	242	242
Number of		
Civil War Museum		
Number of Attendees	503	1,905
Memorial Hall		
Number of Auditorium Rentals	9	47
Number of Other Rentals	136	513
Golf		
Number of Rounds	1,373	8,538
Amount of Revenue	\$29,641	\$183,228

Tidbits:

During the "off season" of all programs and services are reviewed by the departments.

Administration: Staff has been working on, and continues to work on the City's Health Insurance plan, including; negotiations on premium renewal quotes, plan elements; and a Wellness Program.

IT has lost a valuable employee with the resignation of the IT Manager. The City is soliciting application until November 25, 2019 to fill the position. Until then, an expansion of the services provided by Pearson Kelly should fill the gap.

Parks & Recreation; at the December Public Services Committee meeting, the YMCA will be presenting their work on an Aquatics Center; the playground equipment for Fair Acres should be installed this week; Staff has been working with the YMCA on their grant proposal for a Golf/Recreation Simulator; is finalizing the RFP for the Master Plan including submitting grants to match City funds; is working with Here For Carthage on their submission of a grant for funds to match City fund for construction of Pickle Ball Courts to replace the tennis courts in Griggs park; is working on a proposed staff realignment/reorganization of the Parks & Recreation Department.

Public Safety/Fire; the Fire Department has begun (unofficially) the ISO rating process with the new South Fire Station. It is a lengthy process and will not officially start until probably December. Additionally, the Assistant Fire Chief is planning on retiring in December, an evaluation of the department structure will be undertaken prior to the position being filled.

Public Safety/Police; to help with vacancies, staff is requesting a reclassification of the Reserve Police Officer's position to help fill vacancies.

Public Works/Community Services; ADM Milling is planning an expansion; Orient Express is planning on coming to town; the building at 500 S. Oak has been sold, the new owner has removed tires and is planning on turning the building into a sandwich shop; the Fairview Avenue paving should be completed next week, the Leaf Collection program is underway, and the yearly City Street paving projects should be completed by next week.

Southwest District Bicycle and Pedestrian Prioritization						Provide Outstanding Customer Service				
						Regional Preference: Planning Partner Satisfaction (max 15 pts./project)				
Planning Partner	County	City	Route	Need	Location	HSTCC NARTS Score	JATSO Score	KBRPC Score	SMCOG Score	FINAL SCORE
JATSO (1)	Jasper	Joplin	Rte. 66/7th St.	Complete Streets improvements	from Schifferdecker Ave. to Range Line Rd.	18	33	28	33	112
SMCOG (5)	Polk	Bolivar	Rte. 83	Bike/Ped	from Jackson to Mount Gilead Road.	22	12	27	27	88
KBRPC (1)	Vernon	Nevada	Rte. 54	Intersection improvements and pedestrian accommodations	on various sections of Rte. 54/Austin Blvd.	16	21	21	16	74
SMCOG (1)	Greene	Fair Grove	Rte. 125	Bike/Ped	from Main Street eastward.	11	21	16	26	74
HSTCC (2)	McDonald	Noel	Rte. 59/90	Pedestrian accommodations	from Main St. to Cliffside Dr.	19	19	14	14	66
JATSO (3)	Jasper	Webb City	Rte. 171	Frisco Greenway Trail crossing	at Ball St.	12	22	12	12	58
KBRPC (2)	Bates	Butler	Rte. 52, Fort Scott	Bridge improvements and bike/pedestrian accommodations	from Fran Ave to Delaware Street.	6	6	21	16	49
JATSO (4)	Jasper	Joplin/Duquesne	Duquesne Rd.	Sidewalk improvements	from Newman to 7th/Rte. 66.	19	19	4	4	46
NWARPC (1)	McDonald	Pineville/Jane	Rte. 71	Trail improvements	from Arkansas State Line to Jane	8	18	8	8	42
NWARPC (1)	McDonald	Pineville/Jane	Rte. 71	Trail improvements	from Pineville to Jane.	8	18	8	8	42
KBRPC (4)	St. Clair	Osceola	Bus. 13	Safety improvements and pedestrian accommodations	from Osceola Housing Authority to Casey's.	6	6	16	11	39

Southwest District Roadway and Bridge Prioritization							Provide Outstanding Customer Service				
							Regional Preference: Planning Partner Satisfaction (max 15 pts./project)				
Score No.	Planning Partner	County	City	Route	Need	Location	HSTCC NWARPC Score	JATSO Score	KBRPC Score	SMCOG Score	FINAL SCORE
1	SMCOG (3)	Christian, Taney	County	Rte. 65	Safety and intersection improvements	throughout Christian and Taney County- at State Hwys A & BB; at Hopkins Road; at Saddlebrook exit.	33	33	28	28	122
2	SMCOG (2)	Greene, Webster	County	Rte. 60	Safety, capacity, and intersection improvements	in Greene county, through Webster County to Wright county line.	34	19	19	34	106
3	SMCOG (1)	Barry, Greene, Lawrence	Billings/ Marionville/ Aurora/ Monett	Rte. 37 & Rte. 60	Capacity and safety improvements	from Republic (OTO Boundary) to Monett and Route 37 from Monett to Gateway, AR.	32	17	22	32	103
4	SMCOG (7) HSTCC (5)	Dade, Barton	Countywide	Rte. 160	Safety, alignment, and bridge improvements	from east of Rte. A in Barton County to Rtes. MM/FF in Dade County, and intersection at Rte. 39 in Greenfield.	25	25	25	25	100
5	HSTCC (3) JATSO (8)	Jasper	Carthage	LP 49	New interchange	at intersection with I-49.	24	24	24	24	96
6	JATSO (6)	Jasper	Webb City	LP 49	Intersection improvements	at Rte. 171.	23	23	23	23	92
7	KBRPC (8) SMCOG (6)	Benton, Hickory, Dallas	County	Rte. 65	Capacity and intersection improvements	from Rte. 7 in Benton County to south of Buffalo in Dallas County.	10	25	25	25	85
7	KBRPC (2)	Benton, Henry	Warsaw/Clinton	Rte. 7	Safety, capacity, and geometric improvements	from Vansant Avenue in Clinton to Camden County Line.	10	25	25	25	85
9	KBRPC (10)	Bates	Butler	I-49	Interchange improvements	at Business 49.	24	9	24	24	81
10	JATSO (9)	Jasper	Joplin	Rte. FF/32nd St.	Railroad overpass	at Davis Blvd.	18	23	23	8	72
10	SMCOG (5) KBRPC (1)	Polk, Cedar	County	Rte. 32	Safety improvements	west of Rte. 13 about 2 miles	8	23	23	18	72

CITY OF CARTHAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2019

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUES</u>					
110-GENERAL REVENUE	8,678,165.00	618,698.15	2,972,459.71	34.25	5,705,705.29
121-PUBLIC HEALTH	177,220.00	8,800.97	37,350.28	21.08	139,869.72
122-LANDFILL CLOSURE	186,798.00	207.42	308.56	0.17	186,489.44
123-LODGING TAX	105,050.00	4,249.38	41,906.46	39.89	63,143.54
124-CIVIC ENHANCEMENT	0.00	97.50	434.12	0.00 (	434.12)
125-STORMWATER	10.00	13.69	60.64	606.40 (	50.64)
126-PUBLIC SAFETY GRANT	16,201.00	17,325.00	17,325.00	106.94 (	1,124.00)
127-CDBG	0.00	0.00	0.00	0.00	0.00
128-PARKS/STM WTR	1,153,503.00	92,895.49	402,928.31	34.93	750,574.69
129-TIF & CID SPECIAL TAX	11,500.00	68.34	302.79	2.63	11,197.21
130-INMATE SECURITY FUND	4,100.00	446.15	1,084.83	26.46	3,015.17
131-FIRE PROTECTION TAX	576,786.00	47,722.31	206,692.77	35.84	370,093.23
141-FAIR ACRES SPORTS COM	0.00	0.00	0.00	0.00	0.00
142-GOLF COURSE	540,025.00	29,640.56	183,227.88	33.93	356,797.12
161-CAPITAL IMPROVEMENTS	1,486,365.00	95,809.33	415,725.78	27.97	1,070,639.22
162-PARKS & RECREATION	178,650.00	337.33	4,579.92	2.56	174,070.08
163-MYERS PARK	1,500.00	672.16	2,943.64	196.24 (	1,443.64)
164-JUDICIAL EDUCATION FU	2,000.00	62.07	310.40	15.52	1,689.60
175-Public Fac/Bond Fund	25,000.00	3,460.68	18,449.74	73.80	6,550.26
221-ECONOMIC DEVELOPMENT	131,886.00	9.70	42.98	0.03	131,843.02
341-CW & EP	0.00	0.00	0.00	0.00	0.00
342-MCCUNE-BROOKS HOSPITA	0.00	0.00	0.00	0.00	0.00
343-LIBRARY OPERATING	0.00	9,631.81	87,450.24	0.00 (	87,450.24)
344-LIBRARY BUILDING	0.00	0.00	0.00	0.00	0.00
345-POWERS MUSEUM	0.00	0.00	0.00	0.00	0.00
346-POWERS CAPITAL	0.00	0.00	0.00	0.00	0.00
 TOTAL REVENUES	 13,274,759.00	 930,148.04	 4,393,584.05	 33.10	 8,881,174.95
	=====	=====	=====	=====	=====

CITY OF CARTHAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2019

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
EXPENDITURES					
110-GENERAL REVENUE	9,744,540.00	640,798.51	2,685,425.86	27.56	7,059,114.14
121-PUBLIC HEALTH	228,095.00	7,503.08	40,368.30	17.70	187,726.70
122-LANDFILL CLOSURE	830,577.00	0.00	0.00	0.00	830,577.00
123-LODGING TAX	103,500.00	8,500.00	37,364.83	36.10	66,135.17
124-CIVIC ENHANCEMENT	2,260.00	0.00	456.59	20.20	1,803.41
125-STORMWATER	0.00	0.00	0.00	0.00	0.00
126-PUBLIC SAFETY GRANT	16,201.00	0.00	15,325.00	94.59	876.00
127-CDBG	0.00	0.00	0.00	0.00	0.00
128-PARKS/STM WTR	1,361,416.00	45,028.42	108,696.83	7.98	1,252,719.17
129-TIF & CID SPECIAL TAX	0.00	0.00	0.00	0.00	0.00
130-INMATE SECURITY FUND	3,900.00	0.00	0.00	0.00	3,900.00
131-FIRE PROTECTION TAX	677,759.00	1,751.56	7,545.95	1.11	670,213.05
141-FAIR ACRES SPORTS COM	0.00	0.00	0.00	0.00	0.00
142-GOLF COURSE	613,011.00	47,255.63	196,000.68	31.97	417,010.32
161-CAPITAL IMPROVEMENTS	2,558,225.00	110,514.20	120,228.56	4.70	2,437,996.44
162-PARKS & RECREATION	248,650.00	0.00	0.00	0.00	248,650.00
163-MYERS PARK	0.00	0.00	0.00	0.00	0.00
164-JUDICIAL EDUCATION FU	0.00	0.00	0.00	0.00	0.00
175-Public Fac/Bond Fund	3,543,309.00	0.00	0.00	0.00	3,543,309.00
221-ECONOMIC DEVELOPMENT	131,886.00	0.00	0.00	0.00	131,886.00
341-CW & EP	0.00	0.00	0.00	0.00	0.00
342-MCCUNE-BROOKS HOSPITA	0.00	0.00	0.00	0.00	0.00
343-LIBRARY OPERATING	0.00	25,000.00	115,000.00	0.00	(115,000.00)
344-LIBRARY BUILDING	0.00	0.00	0.00	0.00	0.00
345-POWERS MUSEUM	0.00	0.00	0.00	0.00	0.00
346-POWERS CAPITAL	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL EXPENDITURES	<u>20,063,329.00</u>	<u>886,351.40</u>	<u>3,326,412.60</u>	<u>16.58</u>	<u>16,736,916.40</u>
REVENUES OVER/(UNDER) EXPENDITURES	(6,788,570.00)	43,796.64	1,067,171.45		(7,855,741.45)

*** END OF REPORT ***

Department Head - Fire District Board Report
2019

January			
Type of Incident	District	City	Total
Residential Structure Fire	5	2	7
Commercial Structure Fire	0	0	0
Vehicle Fire	0	0	0
Natural Cover Fire	1	0	1
Motor Vehicle Accident	3	7	10
Medical Call	23	76	99
Hazardous Materials	2	3	5
Automatic/Mutual Aid	2	0	2
Miscellaneous	10	21	31
Total Month to Date:	46	109	155
Total Year to Date:	46	109	155
Previous Month to Date:	73	131	204
Previous Year to Date:	73	131	204

February			
Type of Incident	District	City	Total
Residential Structure Fire	0	0	0
Commercial Structure Fire	0	0	0
Vehicle Fire	1	1	2
Natural Cover Fire	2	2	4
Motor Vehicle Accident	9	4	13
Medical Call	14	54	68
Hazardous Materials	0	1	1
Automatic/Mutual Aid	1	0	1
Miscellaneous	15	28	43
Total Month to Date:	42	90	132
Total Year to Date:	88	199	287
Previous Month to Date:	115	221	336
Previous Year to Date:	188	352	540

March			
Type of Incident	District	City	Total
Residential Structure Fire	1	4	5
Commercial Structure Fire	0	0	0
Vehicle Fire	1	0	1
Natural Cover Fire	7	3	10
Motor Vehicle Accident	6	5	11
Medical Call	17	81	98
Hazardous Materials	3	8	11
Automatic/Mutual Aid	0	0	0
Miscellaneous	24	33	57
Total Month to Date:	59	134	193
Total Year to Date:	147	333	480
Previous Month to Date:	174	355	529
Previous Year to Date:	362	707	1069

April			
Type of Incident	District	City	Total
Residential Structure Fire	2	3	5
Commercial Structure Fire	0	0	0
Vehicle Fire	3	0	3
Natural Cover Fire	12	5	17
Motor Vehicle Accident	10	7	17
Medical Call	17	71	88
Hazardous Materials	0	3	3
Automatic/Mutual Aid	2	0	2
Miscellaneous	10	18	28
Total Month to Date:	56	107	163
Total Year to Date:	203	440	643
Previous Month to Date:	230	462	692
Previous Year to Date:	592	1169	1761

May			
Type of Incident	District	City	Total
Residential Structure Fire	3	0	3
Commercial Structure Fire	0	0	0
Vehicle Fire	2	0	2
Natural Cover Fire	0	1	1
Motor Vehicle Accident	11	8	19
Medical Call	25	64	89
Hazardous Materials	0	3	3
Automatic/Mutual Aid	1	0	1
Miscellaneous	19	30	49
Total Month to Date:	61	106	167
Total Year to Date:	264	546	810
Previous Month to Date:	291	568	859
Previous Year to Date:	883	1737	2620

June			
Type of Incident	District	City	Total
Residential Structure Fire	1	0	1
Commercial Structure Fire	0	0	0
Vehicle Fire	2	2	4
Natural Cover Fire	3	1	4
Motor Vehicle Accident	10	5	15
Medical Call	26	65	91
Hazardous Materials	2	3	5
Automatic/Mutual Aid	4	0	4
Miscellaneous	11	36	47
Total Month to Date:	59	112	171
Total Year to Date:	323	658	981
Previous Month to Date:	350	680	1030
Previous Year to Date:	1233	2417	3650

Department Head - Fire District Board Report
2019

July			
Type of Incident	District	City	Total
Residential Structure Fire	3	1	4
Commercial Structure Fire	0	0	0
Vehicle Fire	0	1	1
Natural Cover Fire	2	7	9
Motor Vehicle Accident	7	11	18
Medical Call	22	66	88
Hazardous Materials	2	2	4
Automatic/Mutual Aid	0	0	0
Miscellaneous	13	42	55
Total Month to Date:	49	130	179
Total Year to Date:	372	788	1160
Previous Month to Date:	399	810	1209
Previous Year to Date:	1632	3227	4859

August			
Type of Incident	District	City	Total
Residential Structure Fire	0	0	0
Commercial Structure Fire	0	1	1
Vehicle Fire	0	3	3
Natural Cover Fire	2	1	3
Motor Vehicle Accident	10	6	16
Medical Call	28	95	123
Hazardous Materials	0	2	2
Automatic/Mutual Aid	4	0	4
Miscellaneous	19	31	50
Total Month to Date:	63	139	202
Total Year to Date:	435	927	1362
Previous Month to Date:	462	949	1411
Previous Year to Date:	2094	4176	6270

September			
Type of Incident	District	City	Total
Residential Structure Fire	0	0	0
Commercial Structure Fire	0	0	0
Vehicle Fire	3	1	4
Natural Cover Fire	1	0	1
Motor Vehicle Accident	11	8	19
Medical Call	29	81	110
Hazardous Materials	0	1	1
Automatic/Mutual Aid	1	0	1
Miscellaneous	17	46	63
Total Month to Date:	62	137	199
Total Year to Date:	497	1064	1561
Previous Month to Date:	524	1086	1610
Previous Year to Date:	2618	5262	7880

October			
Type of Incident	District	City	Total
Residential Structure Fire	0	1	1
Commercial Structure Fire	0	1	1
Vehicle Fire	6	1	7
Natural Cover Fire	0	0	0
Motor Vehicle Accident	12	7	19
Medical Call	29	78	107
Hazardous Materials	0	2	2
Automatic/Mutual Aid	1	0	1
Miscellaneous	13	41	54
Total Month to Date:	61	131	192
Total Year to Date:	558	1195	1753
Previous Month to Date:	585	1217	1802
Previous Year to Date:	3203	6479	9682

November			
Type of Incident	District	City	Total
Residential Structure Fire			0
Commercial Structure Fire			0
Vehicle Fire			0
Natural Cover Fire			0
Motor Vehicle Accident			0
Medical Call			0
Hazardous Materials			0
Automatic/Mutual Aid			0
Miscellaneous			0
Total Month to Date:	0	0	0
Total Year to Date:	558	1195	1753
Previous Month to Date:	585	1217	1802
Previous Year to Date:	3788	7696	11484

December			
Type of Incident	District	City	Total
Residential Structure Fire			0
Commercial Structure Fire			0
Vehicle Fire			0
Natural Cover Fire			0
Motor Vehicle Accident			0
Medical Call			0
Hazardous Materials			0
Automatic/Mutual Aid			0
Miscellaneous			0
Total Month to Date:	0	0	0
Total Year to Date:	558	1195	1753
Previous Month to Date:	585	1217	1802
Previous Year to Date:	4373	8913	13286

2018 Year Totals			
Type of Incident	District	City	Total
Residential Structure Fire	15	11	26
Commercial Structure Fire	0	2	2
Vehicle Fire	18	9	27
Natural Cover Fire	30	20	50
Motor Vehicle Accident	89	68	157
Medical Call	230	731	961
Hazardous Materials	9	28	37
Automatic/Mutual Aid	16	0	16
Miscellaneous	151	326	477
Total:	558	1195	1753

Draft Copy of Minutes Subject to Approval at The Next Meeting

Planning, Zoning, and Historic Preservation Commission
Meeting 7 November 2019

The Planning, Zoning, and Historic Preservation Commission consists of eleven members: Chairman Harry Rogers, Vice Chairman Abi Almandinger, Bill Barksdale, Jim Swatsenbarg, Levi Utter, and Mark Elliff. Non-Voting Members include Mayor Dan Rife, City Administrator Tom Short and Council Member Liaison Ed Barlow. Staff includes Public Works Director Zeb Carney. There is currently one vacancy on the board.

Commission Members Present: Harry Rogers, Jim Swatsenbarg, Mark Elliff, Levi Utter, and City Administrator Tom Short, Liaison Ed Barlow and City Attorney Nate Dally.

Also, present: Julie Tilley, Public Works, Marshall Silence, Jo Silence, Jackie Boyer, Terri Hill, Anninta Perkins, Jack Perkins, Caleb Stiles, Ron Petersen, Timothy Buelow, Marjorie Carter, Bonnie Tower, Ceri Otero and Ron Stiles.

A quorum was present.

Chairman Harry Rogers called the meeting to order at 5:30 p.m.

A motion to approve the minutes as written was made by Jim Swatsenbarg and was seconded by Mark Elliff. On a voice vote, the motion passed.

First order of business involved the request of a Special Use Permit requested by Rev. Timothy Buelow from the Faith Lutheran Church for a Daycare facility at their location of 2134 Grand Ave. The facility will be operated inside the existing building and initially serve up to 20 children. Their research has determined that another daycare is needed in the community. Jim Swatsenbarg moved to approve the Special Use Permit, second by Levi Utter. On a voice vote the motion passed.

Second order of business was to bring back to the table the request from Ron Stiles for a Certificate of Appropriateness which was tabled on the October 7, 2019 meeting so the offset issue with the porch can be addressed. Mark Elliff moved to approve to bring the matter back to the floor, second by Abi Almandinger. On a voice vote the motion passed.

Ron Stiles presented an updated drawing to the Commission of the proposed duplex with a detached garage. Commission member Almandinger questioned that the drawing was not complete regarding the garage and questioned whether the drawing should be completed with detail as the proposed duplex drawings were. Chairman Rogers advised that it had met the requirements and that the Public Works Staff was satisfied with the information that had been presented. Commission member Utter asked about additional parking and how the address would be determined. Mr. Stiles said that additional parking could be on 11th street and Assistant Public Works Director Tilley stated the address would be based on 11th street with an A and B addition.

A request was made from Mr. Silence in the audience to present additional names to the already circulated petition that was presented at the last meeting. Those names were accepted, and a copy is attached to these minutes.

Commission member Jim Swatsenbarg moved to approve the Certificate of Appropriateness, second by Harry Rogers. On a voice vote the motion passed with one no vote.

The third Agenda item was a presentation by Jackie Boyer regarding concerns for deteriorating property in Carthage specifically 1175 S. Main. Documentation was presented to the Commission regarding this specific property. After much discussion, the Commission consensus was that this issue should be under a different City Committee and City Administrator Short will follow up on the issue. Mrs. Terri Hill was also allowed to address the Commission on this property.

There were no further items on the agenda.

Mark Elliff moved, and Abi Almandinger seconded to adjourn. On a voice vote the motion passed and meeting adjourned.

Respectfully submitted,
Mark Elliff

"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.