1. Agenda

    Documents:

    CITY COUNCIL AGENDA AMENDED 06 09 20.PDF

2. Minutes

    Documents:

    CITY COUNCIL MINUTES 06 09 20.PDF

3. Meeting Materials

    Documents:

    COUNCIL PACKET 06 09 20.PDF

COUNCIL AGENDA
CITY OF CARTHAGE, MISSOURI
TUESDAY, JUNE 9, 2020
6:30 P.M. – COUNCIL CHAMBERS
BY VIDEO CONFERENCE

In response to the Coronavirus pandemic and pursuant to the Declaration of Emergency within the City of Carthage, this meeting will be held by on-line video conference. If you would like to listen to the meeting, access information is provided below. For questions, contact City Clerk Traci Cox (417) 237-7000 or [fill out this form].

If you would like to listen to the meeting please call by telephone #346-248-7799. You will have to enter the ID# 836 0060 6779 with a password 865651. This will allow you to listen to the meeting.

AMENDED AGENDA

1. Call to Order
2. Invocation
3. Pledge of Allegiance to Flag
4. Calling of the Roll
5. Reading and Consideration of Minutes of Previous Meeting
6. Presentations/Proclamations
    - Darren Collier
    - Kirby Newport
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
    - Public Hearing to be held on the 9th day of June, 2020 at 6:30 p.m., in the Council Chambers, at City Hall in Carthage, Missouri, concerning annexation of property generally known as: All of the North One Half (N ½) of the Southeast Quarter (SE (1/4) of the Northeast Quarter (NE (1/4) of Section 20, Township 28, Range 31, Jasper County, Missouri.

15. Old Business

    1. **Election Results** – Motion to Approve
    2. **Adjourn Old Council**

**************************************SHORT RECESS*************************************

16. New Business

    1. Oath of Office
    2. Roll Call
    3. Mayor's Committee and Board Liaison Appointments
    4. Election of Mayor Pro Tem
    5. **C.B. 20-26** – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and the Carthage Chamber of Commerce for services in the amount not to exceed $113,000. (Budget Ways & Means)
    6. **C.B. 20-27** – An Ordinance authorizing the Mayor to execute a Contract between the City of Carthage and the Carthage Convention and Visitors Bureau for services in the amount not to exceed $102,000.00. (Budget Ways & Means)
    7. **C.B. 20-28** – An Ordinance authorizing the Mayor to execute a Contract between the City of Carthage and the Carthage Over 60 Center for services in the amount not to exceed $21,000.00. (Budget Ways & Means)

17. **C.B. 20-29** – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage and the Carthage Humane Society for animal control services for the City of Carthage. (Budget Ways & Means)

18. **C.B. 20-30** – An Ordinance annexing certain adjacent territory into the City of Carthage, Jasper County, Missouri as requested by Jake Vaughn. (Planning, Zoning, & Historic Preservation)

19. Mayor's Appointments

20. Resolutions

    1. **Resolution 1907**- A Resolution providing authorization of appropriation of funds from the Annual Operating and Capital Budget of the City of Carthage, Missouri. (Budget Ways & Means)

21. Closing Comments

22. Executive Session

23. Adjournment

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

MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
June 9, 2020

The Carthage City Council met in regular session on the above date at 6:30 via video conference with Mayor Dan Rife presiding.

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

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

Mr. Daugherty made a motion, seconded by Mr. Harrison, to approve the minutes of the May 26, 2020 Council Meeting. Motion carried unanimously.

Mayor Dan Rife had plaques to present to outgoing Council Members Darren Collier and Kirby Newport.

No emails were received from citizens wishing to address the council.

Mr. Snow reported the Budget, Ways and Means Committee met on June 8. Agency contracts were reviewed. Most contracts were sent to council in draft form and will not be finalized until the second reading. A Resolution to amend the budget was also approved and is being presented as Resolution 1907.

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

Mr. Harrison reported the Public Safety Committee is between meetings with the next meeting schedule for June 15.

Mr. Harrison reported the Public Services Committee is between meetings with the next meeting scheduled for June 16.

Ms. Otero reported the Public Works Committee met on June 2. The committee considered and discussed a Council Bill to amend Chapter 6 to adjust building valuations for the permitting process.

Special Committee and Board Liaison reports were given by Mr. Barlow for the Planning, Zoning & Historic Preservation, Mr. Topete for the Tree Board and Kellogg Lake Board, Mr. Armstrong for the Powers Museum, and Ms. Otero for the Carthage Humane Society and Harry S Truman Coordinating Council.

Mayor Dan Rife reported work on the budget continues.

During Reports of Council Members, Council Members thanked Mr. Collier for his service, wisdom and advice and Mr. Newport for his service and knowledge of parliamentary procedures.

Department Heads also thanked Mr. Collier and Mr. Newport for their service.

Fire Chief Roger Williams gave an update on COVID-19 cases in the city and county.

Public Works Director Zeb Carney reported the Recycling Center is open full time.

Parks & Recreation Director Mark Peterson reported he continues to monitor the pandemic and communicate with staff and organizations.

City Administrator Tom Short reported on the following: an upcoming meeting with Powers Museum representatives, sales tax revenues, financial statements, a TAC meeting, meetings scheduled with McGrath regarding the salary study, a recent meeting with representatives from CVB, a conference call regarding railroad litigation, and an update on the budget calendar.
The Committee on Claims filed a report in the amount of $1,400,694.01 against the following funds: General Revenue $78,499.66, Public Health $8,284.16, Lodging $8,500.00, Public Safety $6,138.00, Golf Course $10,797.21, Capital Improvements $67,314.07, Library $25,000.00, Payroll $271,272.02, and Carthage Water & Electric $1,000,000.00. Ms. Otero made a motion, seconded by Mr. Armstrong, to accept the report and allow the claims. Motion carried.

Public Hearing to be held on the 9th day of June, 2020 at 6:30 p.m., in the Council Chambers, at City Hall in Carthage, Missouri, concerning annexation of property generally known as: All of the North One Half (N ½) of the Southeast Quarter (SE (1/4) of the Northeast Quarter (NE (1/4) of Section 20, Township 28, Range 31, Jasper County, Missouri. No citizens were present for the public hearing. Mr. Short reported the information for the annexation was presented to the Planning and Zoning, and it is being supported by both the Planning and Zoning and City of Carthage. Dan Mitchell, Jake Vaughn, and Abi Almandinger spoke in favor of the annexation.

Under Old Business, Mr. Daugherty made a motion, seconded by Mr. Collier, to approve the June 2, 2020 municipal election results as follows:

Ward 1:	Juan Topete – 97 votes
Ward 2:	Raymond West – 55 votes
Ward 3:	Mary Schwab – 95 votes
	Mike Daugherty – 98 votes
	Dustin Edge – 19 votes
Ward 4:	Craig Diggs – 288 votes
	Daniel J. Beck – 246 votes

Ward 5: Ron Bass – 65 votes
Seth Thompson – 181 votes

Motion carried unanimously.

Mr. Daugherty made a motion, seconded by Mr. Collier, to adjourn the Old Council. Motion carried and meeting adjourned at 7:22 P.M.

There was a short recess.

City Clerk Traci Cox administered the Oath of Office to Council Members Juan Topete, Raymond West, Mike Daugherty, Craig Diggs, and Seth Thompson.

Mayor Rife called the meeting to order. The following Council Members answered roll call: James Harrison, Juan Topete, David Armstrong, Ray West, Ceri Otero, Mike Daugherty, Alan Snow, Craig Diggs, Ed Barlow, and Seth Thompson.

Ms. Otero made a motion, seconded by Mr. Harrison, to approve the Mayor's Committee and Board Appointments. Motion carried to approve the Mayor's Committee and Board Appointments. (See attached)*

Mr. Harrison made a motion, seconded by Ms. Otero, to elect Mr. Snow as Mayor Pro Tem. Mr. Daugherty made a motion, seconded by Mr. Armstrong, to appoint Mr. Topete as Mayor Pro Tem. On vote, Mr. Snow was elected Mayor Pro Tem by a vote of 8-2. The vote for Juan Topete as Mayor Pro Tem failed on a vote of 2-8.

Under New Business, C.B. 20-26 – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and the Carthage Chamber of Commerce for services in the amount of $113,000.00 was placed on first reading with no action taken. Mayor Rife stated he would be appointing a subcommittee to review the contract prior to the second reading. Mr. Armstrong expressed his concerns that the most recent proposal submitted by the Chamber of Commerce did not include the top three objectives for economic development. Mr. Snow stated measurable goals needed to be established.

C.B. 20-27 – An Ordinance authorizing the Mayor to execute a Contract between the City of Carthage and the Carthage Convention and Visitors Bureau for services in the amount not to exceed $102,000.00 was placed on first reading with no action taken. Ms. Otero and Mr. Barlow spoke in favor or recent changes made by the CVB stating they were moving in the right direction.

C.B. 20-28 – An Ordinance authorizing the Mayor to execute a Contract between the City of Carthage and the Carthage Over 60 Center for services in the amount not to exceed $21,000.00 was placed on first reading with no action taken.

C.B. 20-29 – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage and the Carthage Humane Society for animal control services for the

City of Carthage was placed on first reading with no action taken. Mr. Snow reported the Humane Society had increased their request from $33,000 to $36,000 due to an increase in minimum wage, but the Humane Society was willing to leave the contract at $33,000. Mr. Armstrong, Mr. Topete, and Mr. Diggs spoke in favor of leaving the contract at $33,000, while Ms. Otero and Mr. Daugherty felt the contract should be awarded with the increase.

C.B. 20-30 – An Ordinance annexing certain adjacent territory into the City of Carthage, Jasper County, Missouri as requested by Jake Vaughn was placed on first reading with no action taken.

Mr. Daugherty made a motion, seconded by Mr. Harrison, to approve Resolution 1907 - 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, Daugherty, Diggs, Harrison, Otero, Snow, Thompson, Topete, and West.

During closing remarks, Mr. West stated he was proud of our police force and all they do, Mr. Armstrong and Mr. Daugherty agreed that commentary made during council meetings is not personal, council members welcomed the newly elected members, and Mr. Diggs and Mr. Thompson appreciated the warm welcome.

Mr. Topete made a motion, seconded by Mr. Daugherty, to adjourn the regular session of the Council meeting. Motion carried and meeting adjourned at 8:12 PM.

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Dan Rife, Mayor

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Traci Cox, City Clerk

COUNCIL AGENDA
CITY OF CARTHAGE, MISSOURI
TUESDAY, JUNE 9, 2020
6:30 P.M. – COUNCIL CHAMBERS

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MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
May 26, 2020

The Carthage City Council met in regular session on the above date at 6:30 P.M. via video conference with Mayor Dan Rife presiding.

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

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

Mr. Newport made a motion, seconded by Mr. Collier, to approve the minutes of the May 12, 2020 Council Meeting. Motion carried unanimously.

No emails were received from citizens wishing to address the council.

Mr. Topete reported the Budget Ways & Means Committee is between meetings with the next meeting scheduled for June 8.

Ms. Otero reported the Committee on Insurance/Audit and Claims met on this date via video conference and approved the claims. It was reported that VSP employee vision insurance rates would remain unchanged through March 2023.

Mr. Collier reported the Public Safety Committee met on May 18 via video conference. Mr. Collier made a motion, seconded by Mr. Topete, to close the north side of the square on June 6 from 8:00 a.m. to 4:00 p.m. for a Carthage Square Jamboree Folk Art Festival with the Governor's pandemic guidelines being followed. Mr. Armstrong expressed concern with individuals not following social distancing guidelines at the event, creating problems for the community. Mr. Topete noted council had already opened up the City. Motion carried. The donation of a gas grill was approved and appears in Resolution 1904.

Mr. Topete reported the Public Services Committee met on May 19 via video conference. The Committee declared a 2003 Ford F-150 pickup as surplus, and that is being presented in Resolution 1905. Carthage Public Library will be hosting a Story Walk in Central Park beginning June 8. Kids Fishing Day has been cancelled for 2020 due to COVID restrictions that would enable the level of amenities that have previously been provided.

Ms. Otero reported that the Public Works Committee is between meetings with the next meeting scheduled for June 2.

Special Committee and Board Liaison reports were given by Mr. Topete for the Carthage Kellogg Lake Board and Carthage Tree Board and Mr. Collier for the Carthage Water and Electric Board.

Mayor Rife reported staff is gearing up for budget with several meetings coming up.

City Attorney Nate Dally reported on a bankruptcy notice that was received from Stage Stores.

Public Works Director Zeb Carney reported on operations at the Recycling Center.

Parks & Recreation Director Mark Peterson thanked Chief Dagnan for the Police Department's efforts in solving the vandalism case that occurred at the golf course and park.

City Administrator Tom Short reported on the following: the last COVID-19 staff briefing will be May 27, a meeting with the City of Joplin regarding CARES funding, a Region M meeting, a Chamber of Commerce meeting, discussions with Wendi Douglas regarding Resolution 1906, a teleconference with McGrath regarding the salary study, an upcoming TAC meeting, and an upcoming meeting with Spencer Fane.

The Committee on Claims filed a report in the amount of $9,747,845.32 against the following funds: General Revenue $8,069,044.75, Public Health $141,283.97, Closed Landfill $5,227.00, Public Safety $4,124.77, Parks/Stormwater $3,966.00, Golf $11,573.87, Parks & Recreation $87.71, Public Facilities $24,542.00, Payroll $303,369.83 and CWEP $1,171,682.26. Ms. Otero made a motion, seconded by Mr. Armstrong, to accept the report and allow the claims. Motion carried.

Under Old Business, C.B. 20-24 – An Ordinance authorizing a special use permit for the operation of a carnival to be located at the Fair Acres Sports Complex (East George Phelps Blvd.) in conjunction with the 2020 Carthage Maple Leaf Parade in the City of Carthage, Jasper County, Missouri was placed on second reading followed by a roll call vote of 7 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Newport, Otero, Topete, and West. The council bill was approved and numbered Ordinance 20-22.

C.B. 20-25 – An Ordinance vacating portions of 5th Street, from Lincoln Street east approximately 432 feet toward Fulton Street and of Clinton Street, from 5th Street south, approximately 100 feet toward 6th Street, as further described below, in original town of Carthage, in the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 7 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Newport, Otero, Topete, and West. The council bill was approved and numbered Ordinance 20-23.

There was no New Business to conduct.

Mr. Armstrong made a motion, seconded by Mr. Collier, to approve the Mayor's re-appointment of Peggy Ralston to the Appeals Board until June 2025. Motion carried.

Mr. Armstrong made a motion, seconded by Mr. Newport, to approve Resolution 1904 – A Resolution providing for the formal acceptance of a donation by the City Council of the City of Carthage pursuant to City policy passed by a roll call vote of 7 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Newport, Otero, Topete, and West.

Mr. Newport made a motion, seconded by Mr. Topete, to approve Resolution 1905 – A Resolution approving the declaration as surplus to the City's needs and authorizing the disposition of a 2003 Ford F-150 Parks Department Pick-up Truck (VIN #1FTRF17WX3NB25830, Asset Tag #511) passed by a roll call vote of 7 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Newport, Otero, Topete, and West.

Mr. Armstrong made a motion, seconded by Mr. Newport, to approve Resolution 1906 – A Resolution authorizing the Mayor to execute a Grant Agreement, and any other relevant documents resulting from such Agreement, between the City of Carthage, Missouri and the Missouri Department of Natural Resources to organize and host a Historic Preservation based Flooring Restoration Educational Program for local property owners, residents, business, institutions, prospective owners and the public. Wendi Douglas discussed the program stating it would take place at the Phelps House. Resolution passed by a roll call vote of 7 yeas and 0 nays. Ayes: Armstrong, Barlow, Collier, Newport, Otero, Topete, and West.

During closing remarks, Mr. Barlow stated he supported council opinions and appreciated the discussion by the committees. Ms. Otero commented that she appreciated Mr. Armstrong's opinion regarding closing the square and hopes citizens will exercise good judgement, but she will be setting an example by continuing to stay home. Mr. Collier thanked Chief Williams for the severe weather emails.

Mr. Collier made a motion, seconded by Mr. Topete, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:14 PM.

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Dan Rife, Mayor

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Traci Cox, City Clerk

PRESENTATIONS/ PROCLAMATIONS

PUBLIC HEARINGS

Public Hearing: To present evidence concerning annexation of property generally known as: All of the North One Half (N ½) of the Southeast Quarter (SE (1/4) of the Northeast Quarter (NE (1/4) of Section 20, Township 28, Range 31, Jasper County, Missouri.

OLD BUSINESS

NEW BUSINESS

OATH OF OFFICE

State of Missouri

County of Jasper

I, (state your name) solemnly swear, that I possess all the qualifications prescribed by law, that I will support the Constitution of the United States and of the State of Missouri, the provisions of the City Charter and Ordinances of the City of Carthage, and faithfully demean myself in office, and well and truly perform the duties of the office of Council Member within and for said City, to the best of my skill and ability.

____

City Clerk

COUNCIL BILL NO. 20-26　　　　**ORDINANCE NO. __________**

An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and the Carthage Chamber of Commerce for services in the amount Not to exceed $_________00.

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

SECTION I: The Mayor of the City of Carthage, Missouri is hereby authorized to enter into an Agreement with the Carthage Chamber of Commerce for services in the amount no to exceed $________.00, a copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS ________ DAY OF JUNE, 2020.

____
Dan Rife, Mayor

ATTEST:

____
Traci Cox, City Clerk

Sponsored by: Budget Committee

AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES
City of Carthage, Missouri and the
Carthage Chamber of Commerce

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

LAST YEAR'S AGREEMENT, FOR DISCUSSION PURPOSES ONLY.

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

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

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

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

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

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

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

Article I

Purpose

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

Article II

Administration

The Chamber, operating under the provisions of its Bylaws, agrees to provide a qualified and competent staff, including a full-time professional Director. Operating under the policy direction and authorities of the Chamber's Board of Directors, this staff shall promote the attraction of primary business, industry and employment sources to the Carthage area and provide program management and administrative services necessary to sustain a viable recruitment and maintenance program for economic opportunities. This program shall include, but to be limited to the gathering and dissemination of information and ideas, research, publications, promotional programs, advertising, target marketing, prospect development and client services and assistance.

Article III

Annual Work Plan and Budget

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

Article IV

Right of Review

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

Article V

Joint Ventures

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

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

Article VI

Changes in Scope of Agreement

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

Article VII

Term of Agreement

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

Article VIII

Compensation

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

Article IX

Non-Transferable

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

Article X

Liability

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

Article XI

Equipment and Files

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

Article XII

Non-Discrimination

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

Article XIII

Waiver

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

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

CITY OF CARTHAGE, MISSOURI
A Municipal Corporation

____

By:
Dan Rife,
Mayor, City of Carthage

ATTEST:

Traci Cox, City Clerk

CARTHAGE CHAMBER OF COMMERCE
A Not-for-profit Corporation

By:
Roy Mason, Chairman
Carthage Chamber of Commerce

ATTEST:

Secretary

Exhibit A

Carthage Missouri Economic Development Program

Vision, Mission, Goal and Objectives

December 2017

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

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

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

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

Key Objectives:

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

Primary Duties:

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

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

COUNCIL BILL NO. 20-27 **ORDINANCE NO. ______**

An Ordinance authorizing the Mayor to execute a Contract between the City of Carthage and the Carthage Convention and Visitors Bureau for services in the amount not to exceed $102,000.00.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a Contract with the Carthage Convention and Visitors Bureau for services in the amount not to exceed $102,000.00, a copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS ________ DAY OF _________, 2020.

____

Dan Rife, Mayor

ATTEST:

____

Traci Cox, City Clerk

Sponsored by: Budget Committee

AGREEMENT FOR TOURISM AND MARKETING SERVICES
City of Carthage, Missouri
and the
Carthage Convention and Visitors Bureau
Tourism Lodging Tax

THIS AGREEMENT made and entered into this 1st day of July 2020, by and between the City of Carthage, Missouri, (hereinafter referred to as ACity@) with offices located at 326 Grant St., Carthage, Missouri, and the Carthage Convention and Visitors Bureau, Inc. (hereinafter referred to as ACVB@) as a not-for-profit corporation organized under the laws of the State of Missouri, located at 402 S. Garrison, for the purpose of marketing and promoting the City of Carthage as a destination to visitors, for the Fiscal Year 2020-2021 in an amount not to exceed $102,000.

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

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

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

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

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

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

WITNESSETH:

Article I

SCOPE OF SERVICES

The CVB shall submit an annual **Tourism, Leisure and Business Marketing Program (the PLAN)** and Budget to the City Council, which will first be reviewed and recommended to Council by the Budget Ways & Means Committee, by the first council meeting of May of each year (TBD). The Tourism, Leisure and Business Marketing Program [shall contain a review of the previous year's performance and] a detailed description of the proposed services to be provided in the next fiscal year, as well as a proposed budget for the next fiscal year. The **PLAN** shall identify activities and performance goals. [Should City set Performance Goals?]

1. The CVB agrees to conduct the **PLAN,** as outlined above, for the period of July 1, 2020 through June 30, 2021.

~~2.~~ The CVB agrees to provide adequate staffing and facilities to effectively execute the **PLAN**.

3. In consideration of the above services, the City agrees to pay compensation to the CVB as follows:

a. General Administrative Expenses

staffing, general office expenses, postage and travel	$53,400.00

b. Promotional and Marketing Expenses

ad production, design, print, media buys and funds for matching grant projects	$48,600.00
Total	**$102,000.00**

Article II

COMPENSATION AND METHOD OF PAYMENTS

The CVB agrees to perform its obligations hereunder for an annual sum not to exceed one-hundred-two thousand dollars and no cents ($102,000.00) for items 1, 2 under the Scope of Services (the **PLAN**), as budgeted and adopted by the City. The City=s compensation to the CVB shall be limited to the amount of actual collections of Lodging Tax receipts remitted to, collected and accounted for, by the City for the fiscal year. The City shall **pay** to the CVB monthly in arrears from Lodging Tax Revenue appropriated for this Agreement the amounts invoiced [??] by the CVB for actual expenses incurred during the preceding month in performing the Work, not to exceed the amounts budgeted for the **PLAN** in the approved budget. Prior to expending Lodging Tax Revenue, the CVB shall hold these Lodging Tax Revenues in a **segregated account** not commingled with any other funds, and invested and collateralized as required of the City.

Article III

CHANGES IN SCOPE OF SERVICES

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

Article IV

REPORTING

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

This report shall also contain the expenditures of the Tourism Marketing Services in its entirety and shall provide information on the use of public funds.

Article V

OTHER

The City shall have access at all reasonable hours to all of the Convention and Visitors Bureau=s plans, contracts, accounting, financial and statistical records pertaining to this agreement derived from the use of public funds. The City shall also have the right to make such inspections and/or audits of the books of the CVB as it shall find necessary to insure compliance with all rules and regulations pertaining to the use of said funds.

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

If, through any cause, the CVB shall fail to fulfill in timely and proper manner the CVB=s obligations under this contract, or if the CVB shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Carthage Convention and Visitors Bureau of such termination and specifying the effective date thereof, at least five days before the effective day of such termination. City or CVB may, with or without cause, terminate this contract upon 30 days= prior written notice. In either such event, all finished or unfinished documents, data, studies, models, photographs, and reports or other materials prepared by the CVB under this contract shall, at the option of the City, become the City=s property and the CVB shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Notwithstanding the above, the CVB shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of contract by the CVB. Upon expiration or **termination** hereof for any reason, the CVB shall cooperate with the City to ensure a smooth transition and completion of the **PLAN**. Without limiting the generality of the foregoing, the CVB shall promptly, but not more than thirty (30) days following termination, **turn over to the City without charge all unspent Lodging Tax Revenue**, including the balance of reserve funds, and all property purchased with Lodging Tax Revenue.

Attest:

____
Traci Cox, City Clerk
City of Carthage, Missouri

____
Dan Rife, Mayor
City of Carthage, Missouri

____

____________, President
Carthage Convention and Visitors Bureau

____

___________, Executive Director
Carthage Convention and Visitors
Bureau

COUNCIL BILL NO. 20-28 **ORDINANCE NO. _**

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

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

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

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

PASSED AND APPROVED THIS ____DAY OF ___________________, 2020.

____

Dan Rife, Mayor

ATTEST:

____

Traci Cox, City Clerk

Sponsored by: Budget Committee

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

THIS AGREEMENT made and entered into this 1st day of July 2020, by and between Carthage Over 60 Center Inc., hereinafter referred to as Center and the City of Carthage, a Municipal Corporation, hereinafter referred to as City.

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

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

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

I Center Agrees to:

(1) Provide such nutrition services as are outlined in this contract with the Area Agency on Aging and in accordance with Federal program guidelines, with these services to be provided at the location hereinafter referred to as facility, this being the Carthage Over 60 Center, located at 404 E Third Street, Carthage, Missouri.

(2) To employ, train and supervise such employees as it deems necessary for the operation of nutrition and support services at the facility, in accordance with current Administration on Aging requirements.

(3) To pay for or provide payment for utilities and telephone beginning July 1, 2020 ending June 30, 2021. Said payment shall cover the total cost for all utilities and all telephone expenses at the facility.

(4) To pay for or provide for all maintenance and janitorial services for the inside of the facility, including all inside equipment and furnishings.

(5) To not sublet the facility, or part thereof, without written permission of City or as provided within this agreement.

(6) To provide recreational and support services to include, but not limited to the following: regular blood pressure and eye examination clinics at the facility, dances at the facility, card playing and card tournaments at the facility, and all other such services as may be required by federal regulation and contracts.

(7) In addition Center agrees to provide, when feasible, such other recreation and support services as may be requested by the senior persons of Carthage through the Center=s Advisory Council.

II City Agrees:

(1) To make available to Center use of the facility.

(2) To maintain the structural soundness of the premises and maintain the outside of the building such as, but not limited to, roof, walls, doors and air conditioning

system.

(3) To provide for and pay property insurance to cover claims for injuries caused due to the condition of City=s property.

(4) To maintain the parking lot area including the plowing of snow from the parking area when necessary and shoveling of snow from walkways at the facility.

(5) To provide for lawn mowing at the facility.

III City and Center Further Agree:

(1) To recognize the duly elected Advisory Council as the formal advisory body of senior citizens in matters including the building, nutrition program, recreation and support services. The City and Center will have representatives present at regular meetings of the Advisory Council and seriously consider all requests and recommendations from this advisory group.

(2) Scheduling of activities at the facility shall be handled in the following manner:

a) Center shall handle all scheduling of events and activities at the facility. Priority in scheduling will be given in the following order:

(1) Center sponsored senior citizen activities
(2) Other senior citizen activities
(3) City government sponsored activities
(4) Private group or organization activities (non-senior)

b) The facility shall be made available to community groups when not previously scheduled and in accordance with the priority listing in Section III, 2., (a) above. The parties involved recognize the requirement that the facility remain a community building, with priority given to senior citizens, but open to other groups.

c) Charges for use of the facility by non-senior private groups or activities may be levied in order for Center to defray the additional cost of utilities used by outside groups. Any such charges, as well as other rental policies, e.g., clean-up policy, hours, availability of keys, etc., shall be determined by the Advisory Council in conjunction with the City.

(3) In consideration of the services to be rendered hereunder to the City, the City agrees to pay on behalf of the Center, a sum not to exceed twenty-one thousand dollars and no cents ($21,000.00) appropriated by the annual budget of the City, which shall be used to pay utility costs for water, electric, sewer and gas bills monthly. Individual utility services shall be billed to the Center which in turn will be submitted to the City for payment up to the amounts indicated above. Any amounts above those indicated are to be the responsibility of the Center.

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

IV TERM OF AGREEMENT:

This agreement shall be deemed to have taken effect July 1, 2020 and shall terminate as of June 30, 2021. This agreement shall be binding upon the parties hereto, and their successors.

CITY OF CARTHAGE

By:_________________________________

Dan Rife,
Mayor

ATTEST:

____

Traci Cox, City Clerk

Carthage Over 60 Center

By: _________________________________

COUNCIL BILL NO. 20-29 **ORDINANCE NO. __________**

An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage and the Carthage Humane Society for animal control services for the City of Carthage.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into an agreement with the Carthage Humane Society for animal control for the fiscal year 2020-2021, a copy of which is agreement is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS ________ DAY OF JUNE, 2020.

____

Dan Rife, Mayor

ATTEST:

____

Traci Cox, City Clerk

Sponsored by: Budget Committee

<u>CONTRACT</u>

THIS AGREEMENT entered in to this_______day of_________________20____, by and between the **City of Carthage, Missouri**, hereinafter referred to as "Government" and the **Carthage Humane Society**, a corporation organized under the laws of the State of Missouri, hereinafter referred to as "CHS."

WITNESSETH:

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

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

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

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

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

1. CHS agrees to receive at its Shelter all live dogs, cats, or similar small domestic animals found within Government's jurisdiction, which are delivered to and by any employee of Government, from and after the effective date of this Contract; and to shelter, feed, care for, and dispose of said animals as provided for in this Contract. CHS reserves the right to refuse animals due to overcrowding as defined by Department of Agriculture housing standards or other emergency including but not limited to communicable disease outbreak or loss of heating/cooling during extreme weather conditions as defined by the Department of Agriculture temperature standards.

2. The CHS shall keep and maintain its Shelter in a clean, sanitary condition at all times. It shall properly care for, protect, and harbor all animals delivered to it as herein provided in a humane and decent manner. All animals delivered to CHS by Government shall be kept and sheltered in accordance with policies set by CHS per Department of Agriculture guidelines.

3. Animals quarantined for rabies shall be sheltered by CHS or at a veterinary hospital and subsequently transferred to CHS and shall be kept for a period of time as determined by CHS, but not less than ten (10) days. Said rabies suspect animals shall be released only after payment of veterinary and/or confinement fees at CHS upon authorization by Government. CHS shall be compensated at the rate of Fifteen and 00/100 ($15.00) dollars per day of confinement. Further, Government shall

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

4. CHS shall make every reasonable effort to determine the ownership of all animals delivered to its Shelter under the terms hereof and shall further make every reasonable effort to inform by phone the owners of said animals of the fact that their animals are in its custody and the conditions that need to be met to regain custody of such animals.

5. CHS shall keep a daily log, in a mutually agreed format, of each animal delivered to and by Government under the terms of this Agreement, and each animal shall be identified on such log by some descriptive means and the disposition of such animal shall be recorded so that at all times the parties shall have and maintain a record of all animals received and the disposition thereof. Said log shall be open to the inspection by Government at all reasonable times.

6. FEE ADJUSTMENT: Fees as provided in this Agreement to be charged to the Government pursuant to this Agreement may be adjusted based upon CHS's change in costs subsequent to the previous adjustment. Any individual fee increases will be adjusted only to the extent of an increase in the Consumer Price Index for all Urban Consumers (CPI-U) in the Midwest, utilizing the most recently available 12 month period index from the previous year. In the event an adjustment to documented cost is warranted, CHS shall provide written notice thereof, no later than November 1st of each year. Government shall have thirty (30) days to review and request any documentation. In the event the parties are unable to agree to the cost adjustment, either party shall be entitled to terminate this Agreement as provided herein.

7. CHS will not accept stray animals from citizens of Government unless brought to CHS by a Government animal control officer or other authorized agent, or unless Government authorized agent gives prior approval for the citizen to relinquish such animal. CHS will bill Government monthly for any additional services provided herein in sufficient detail so that Government may verify charges.

8. Unadoptable cats – CHS will accept all cats brought by Government animal control officer or other authorized agent. All cats deemed "unadoptable" by the CHS staff will be transported to another location. This location will take up to five (5) cats per month. The Government will be billed $40 per animal that needs to be transported. The Government will pick unadoptable cats from the shelter every 3rd Tuesday unless other monthly arrangements have been made.

9. In consideration of the services to be rendered hereunder to the Government, Government agrees to pay CHS the yearly sum of Thirty-six thousand and 00/100 ($36,000.00), appropriated by the

annual budget of the Government, which shall be paid in monthly payments of Three thousand dollars per month, during the time that this agreement is in force and effect.

10. CHS agrees that the shelter facility shall be maintained in accordance with reasonable standards adopted by and under the direction of the Carthage Humane Society Board of Directors. CHS shall operate the Shelter and provide care for all animals in compliance with all state and federal regulations applicable to such facility. CHS shall make the Shelter facilities available during regular business hours for inspection by Government and/or its designee to monitor compliance with this Agreement. CHS agrees that it will provide to the Government, if requested, in a timely manner, any copies of inspections of the Shelter completed by any regulatory authority having jurisdiction over the facility.

11. CHS agrees to receive at its Shelter Monday through Saturday 9:00am CST to 4:00pm CST all live dogs, cats, or other small, domestic animals as set forth in this Agreement. CHS agrees to shelter, feed, and care for said animals, without charge to the Government, for any routine animal care services that may be incurred by CHS in providing the services set forth herein. All dogs and cats upon intake will receive core vaccinations as required by the Missouri Department of Agriculture. The Government agrees to pay, on a case-by-case basis, for extraordinary animal care or veterinary care as required in certain cases due to the medical condition of an animal. Extraordinary animal or veterinary care outside of normal preventative care applies to either humane euthanasia or care provided to an animal that has a good prognosis as determined by the attending Veterinarian and the animal will be readily adoptable.

12. Termination of the Agreement may occur prior to the date agreed upon by the parties herein in the following manner:

a. Either party, at any time, upon one hundred and eighty (180) days written notice, may terminate this Agreement;

b. If CHS fails to comply with the terms of this Agreement, the Government may terminate this Agreement by providing ten (10) days written notice of its intent to terminate and specify the event of default. In the event the default is not cured within thirty (30) days, the Government shall be entitled to terminate this Agreement. The Government shall be liable only for costs incurred to and until the effective date of termination.

13. CHS agrees to provide the Government with written quarterly financial statements in a timely manner upon request.

14. This Agreement may be amended at any time by writing approved by Government and CHS.

15. This Agreement shall be binding upon the parties' successors and assigns.

16. This Agreement shall be automatically renewed for successive calendar years unless terminated in writing, by either party, or at least thirty (30) days prior to the beginning of any calendar year.

17. The Government will appoint a City Liaison from the City Council to attend all meetings of the CHS Board. The Liaison will serve as a channel for communication between CHS and the Government for establishing and maintaining mutual understanding of programs; to provide input to the work of CHS when necessary; and communicates CHS's needs and preferences to the Government.

Signed this______day of___________20___.

By: ____

Government Signature

____

Government Printed Name

ATTEST:

____

Traci Cox, City Clerk

By: ____

Carthage Humane Society (CHS) Signature

____

Carthage Humane Society (CHS) Printed Name

COUNCIL BILL NO. 20-30 **ORDINANCE NO.**

AN ORDINANCE ANNEXING CERTAIN ADJACENT TERRITORY INTO THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI AS REQUESTED BY JAKE VAUGHN.

WHEREAS, a verified Petition signed by all the owners of the real estate hereinafter described requesting annexation of said territory into the City of Carthage, Missouri, was filed with the City Clerk; and

WHEREAS, said real estate as hereinafter described is adjacent and contiguous to the present corporate limits of the City of Carthage; and

WHEREAS, a public hearing concerning the said matter was held at the City Hall, Carthage, Missouri, at 6:30 p.m. on June 9, 2020; and

WHEREAS, notice of said public hearing was given by publication of notice thereof, in the Sarcoxie Record; and

WHEREAS, at said public hearing all interested persons, corporations, or political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation; and

WHEREAS, no written objections to the proposed annexation were filed with the Council of the City of Carthage within fourteen days after the public hearing; and

WHEREAS, the Council of the City of Carthage does find and determine that said annexation is reasonable and necessary to the proper development of the City; and

WHEREAS, the City is able to furnish normal municipal services to said area within a reasonable time after annexation.

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

SECTION I: Pursuant to the provisions of Section 71.012 RSMo., the following described real estate is hereby annexed into the City of Carthage, Missouri, to wit:

ALL OF THE NORTH ONE HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 20, TOWNSHIP 28, RANGE 31, JASPER COUNTY, MISSOURI.

SECTION II: The boundaries of the City of Carthage, Missouri are hereby altered so as to encompass the above described tract of land lying adjacent and contiguous to the present corporate limits of the City.

SECTION III: The City Clerk of the City of Carthage is hereby ordered to cause three certified copies of this Ordinance to be filed with the Jasper County Clerk.

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

PASSED AND APPROVED THIS ______ DAY OF _______________, 2020.

____

Dan Rife, MAYOR

ATTEST:

____

Traci Cox, CITY CLERK

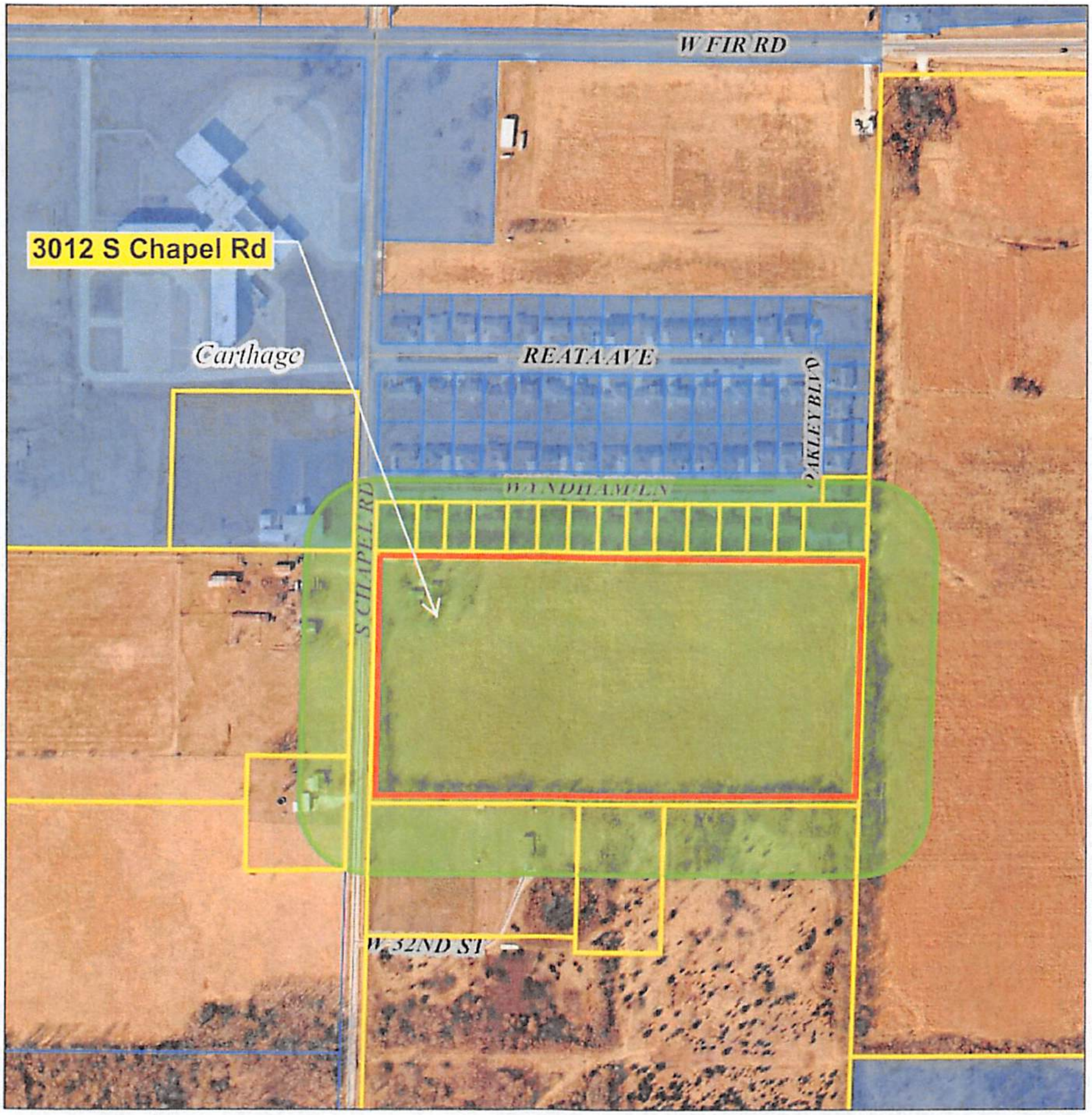
Sponsored by: Planning, Zoning and Historic Preservation Commission

3012 S Chapel Rd / Overall Site Location
City Limit Boundary

Parcel ID	14402000000014000	Alternate ID	02-140647-0000	Owner Address	SWEARINGER PAUL TR & RONALD WYATT ETAL
Sec/Twp/Rng	20-28-31	Class	A		% PAUL SWEARINGER
Property Address	3012 S CHAPEL RD	Acreage	19.55		4535 WIDGEON CT
					MARION IA 52302

District	143
Brief Tax Description	N1/2 SE NE EX CHAPEL RD R/W
	(Note: Not to be used on legal documents)

185' Property Ownership Map / 3012 S Chapel Rd
Annexation Request



Date created: 3/2/2020
Last Data Uploaded: 2/28/2020 6:02:49 PM

Developed by Schneider GEOSPATIAL

PRE-DEVELOPMENT APPLICATION

Complete with required information (write 'n/a' if information not applicable to proposal)

Preliminary Plat — Filing Fee: $200.00

Annexation — Filing Fee: $100.00

Date: 2/19/2020

Applicant / Company Name: Jake Vaughn, Vaughn Company, Inc — Tele: 417-235-7700

Address: 22453 Highway H — City: Monett — State: MO — Zip: 65708

Contact: Joshua Oathout, Anderson Engineering — Tele: 417-782-7399

Address: 811 East 3rd Street — City: Joplin — State: MO — Zip: 64801

Project Name: Proposed Single Family Residential Subdivision

Land Use and Zoning abutting or adjacent to site:

	Land Use	Zoning:
North:	Single Family Residential Subdivision	District A
South:	Single Family Residence	Non Annexed
East:	Vacant Field	Non Annexed
West:	Single Family Residence	Non Annexed

Project Address / Location: 3012 South Chapel Road, Jasper County, Missouri

Property Owner: Jake Vaughn — Site acreage: 19.55

Subdivision / Tract Description: See Attached Legal Description
(Lot / Block / Tract Info)

If residential, estimated Number of Dwelling Units: Single family: 86 — Multi-family: ________

Please provide an Overview of your Project:

Proposed Single Family Residential Subdivision will consist of 2,880 linear feet of new roadway containing 86 new residential lots. The proposed subdivision will contain two means of egress and include all necessary water and sewer main extensions to serve the proposed lots. Water Quality/Detention will be taken care of on the West side of the development with proposed detention basins.

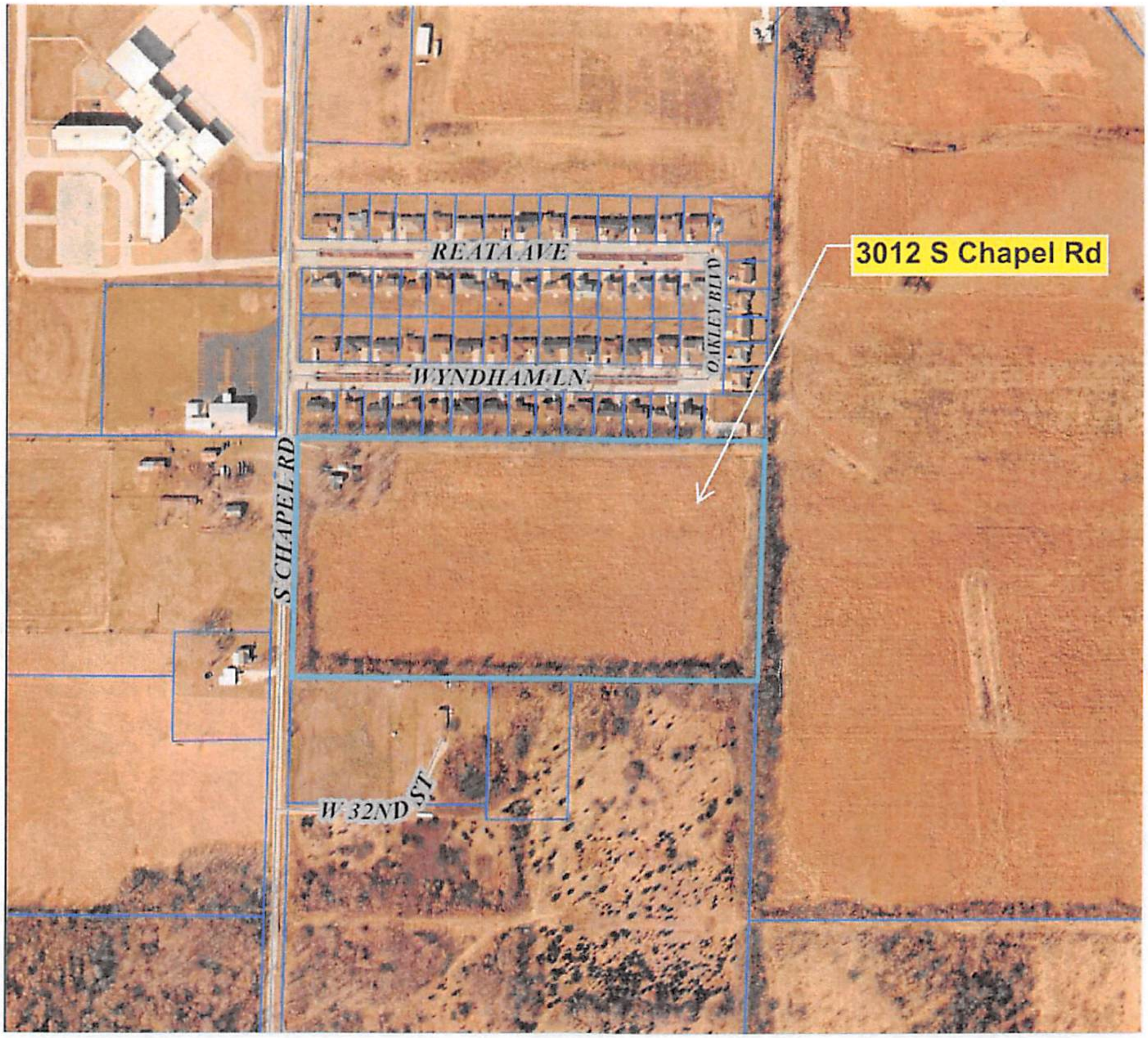
Upon completion, return to the Public Works Department.

Office Use Only:

Date Received: ________ Staff Meeting Date: ________ P & Z Meeting Date: ________

ALL OF THE NORTH ONE HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 20, TOWNSHIP 28, RANGE 31, JASPER COUNTY, MISSOURI.

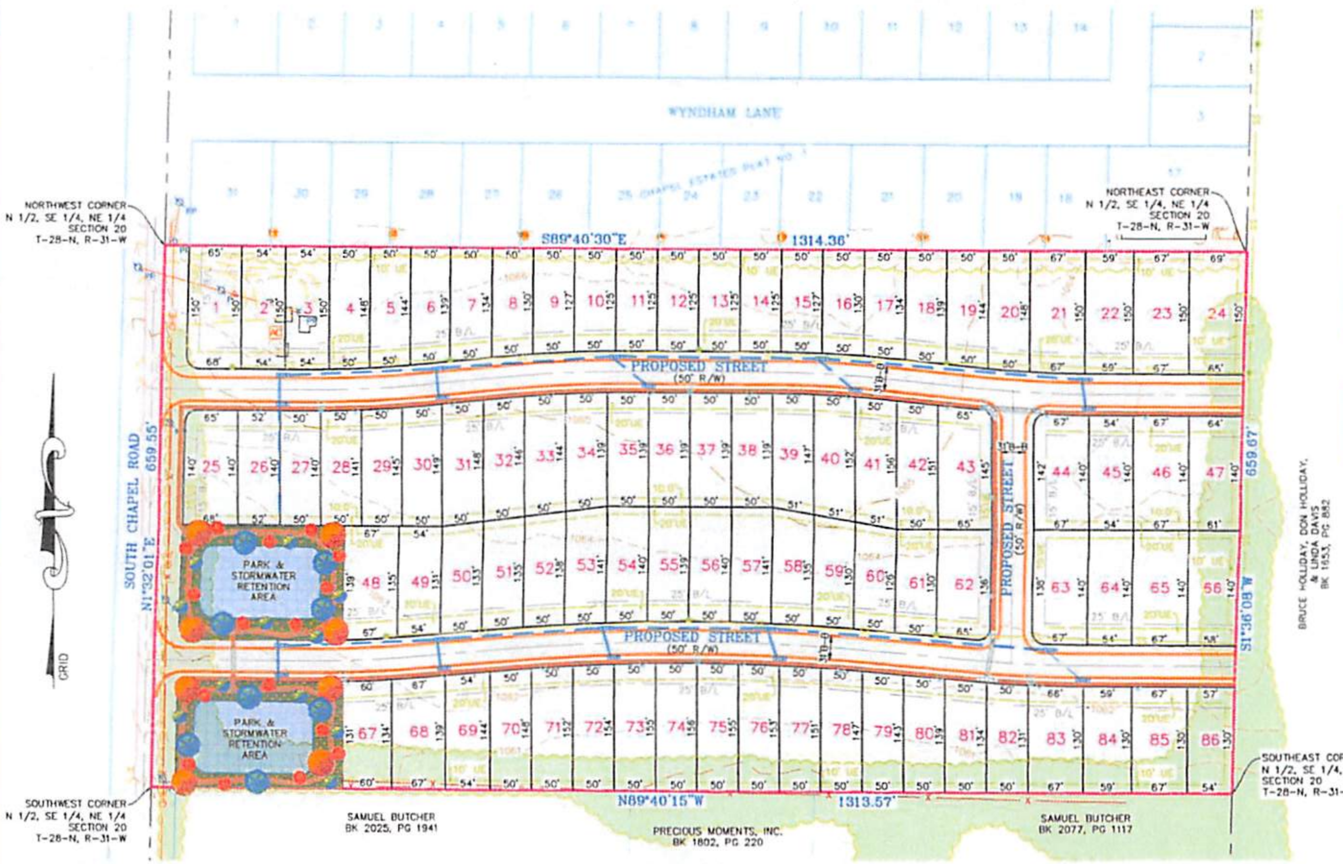
3012 S Chapel Rd / Preliminary Plat

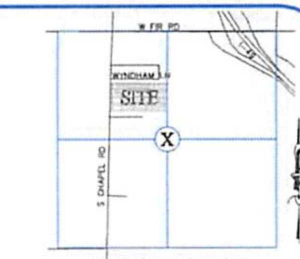


Parcel ID	14402000000014000	**Alternate ID**	02-140647-0000	**Owner Address**	SWEARINGER PAUL TR & RONALD WYATT ETAL
Sec/Twp/Rng	20-28-31	**Class**	A		% PAUL SWEARINGER
Property Address	3012 S CHAPEL RD	**Acreage**	19.55		4535 WIDGEON CT
					MARION IA 52302

District	143
Brief Tax Description	N1/2 SE NE EX CHAPEL RD R/W (Note: Not to be used on legal documents)

PRELIMINARY PLAT OF
PROPOSED SUBDIVISION
A PROPOSED SUBDIVISION OF LAND IN CARTHAGE, JASPER COUNTY, MISSOURI





LOCATION SKETCH
SECTION 20
T 28 N, R 31 W
SCALE: 1"=2000'

UTILITY NOTE
THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES AND INFORMATION AVAILABLE FROM UTILITY COMPANIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANTY THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

FLOOD NOTE
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, MAP NUMBER 29097C0140E, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 2, 2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

RECORD DESCRIPTION
ALL OF THE NORTH ONE HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 20, TOWNSHIP 28, RANGE 31, JASPER COUNTY, MISSOURI.

DEVELOPER
JACOB VAUGHN
22453 HIGHWAY H
MONETT, MISSOURI 65708

ENGINEER/LAND SURVEYOR
ANDERSON ENGINEERING, INC.
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
JASON ECKHART, P.E.
GREGORY B. BOWERS, P.L.S.

SURVEYORS CERTIFICATE
KNOW ALL MEN BY THESE PRESENTS:
THAT I, GREGORY B. BOWERS, DO HEREBY DECLARE THAT THIS PRELIMINARY PLAT WAS PREPARED UNDER MY SUPERVISION, AND THAT THE EXISTING AND PROPOSED INFORMATION SHOWN HEREON IS ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

LAST REVISION DATE FEBRUARY 24, 2020
ANDERSON ENGINEERING, INC. L.C. 62
by

STATE OF MISSOURI — GREGORY B. BOWERS — NUMBER LS 2672 — REGISTERED LAND SURVEYOR

Gregory B. Bowers
GREGORY B. BOWERS
MO P.L.S. NO. 2672

02-24-20
DATE

ZONING INFORMATION
SUBJECT PROPERTY IS TO BE ZONED DISTRICT A (FIRST DWELLING HOUSE DISTRICT)

BUILDING SETBACK LINES:
FRONT: 25'
SIDE: 10% OF LOT WIDTH, NOT LESS THAN 4', NO MORE THAN 6'.
SIDE CORNER LOT: 15'
REAR: 30% OF LOT DEPTH, NO MORE THAN 30'.

LEGEND

PP GY POWER POLE W/ GUY	PROPERTY LINE
MH MANHOLE	PROP SANITARY SEWER
SCO SEWER CLEANOUT	SANITARY SEWER
GM GAS METER	TELEPHONE LINE
LP LIGHT POLE	UNDERGROUND TELEPHONE
SIGN	GAS LINE
WATER METER	WATER LINE
WV WATER VALVE	PROP WATER LINE
GV GAS VALVE	OVERHEAD ELECTRIC
FH FIRE HYDRANT	FIBER OPTIC
TR TELEPHONE RISER	FENCE LINE
GRATE INLET	PROP STORM
ER ELECTRICAL RISER	TREELINE
ELECTRICAL METER	BUILDING SETBACK LINE B/L
	UTILITY EASEMENT UE
	STORM DRAINAGE & UTILITY EASEMENT SD & UE

SUBDIVISION INFORMATION

TOTAL ACRES:	19.89±
TOTAL NO OF LOTS:	86
CURRENT ZONING:	NONE
PROPOSED USE:	SINGLE-FAMILY RESIDENTIAL
SOURCE OF WATER:	CITY OF CARTHAGE
SOURCE OF SEWER:	CITY OF CARTHAGE
SOURCE OF TITLE:	BOOK 1653, PAGE 882

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

ANDERSON ENGINEERING
EMPLOYEE OWNED
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7399

PRELIMINARY PLAT
PROPOSED SUBDIVISION

JOP 100-5514

DRAWN: GBB DATE: 2-24-2020
CHECKED: GBB PROJECT NO: 20J010015
SHT. 1 OF 1 REV.___

3012 S Chapel Rd / Surrounding Zoning

Parcel ID	14402000000014000	Alternate ID	02-140647-0000	Owner Address	SWEARINGER PAUL TR & RONALD WYATT ETAL
Sec/Twp/Rng	20-28-31	Class	A		% PAUL SWEARINGER
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District	143
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	(Note: Not to be used on legal documents)

MAYOR'S APPOINTMENTS

RESOLUTIONS

RESOLUTION NO. ____

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, 2020 as follows, and directs a budget adjustment ordinance be prepared and submitted to the Council for future action:

1. **Civic Enhancement Fund;** to reflect a supplemental appropriation not to exceed $21,200, from Grant and Grant Matching Revenues of $12,700 and $8,500 (respectively) from the Missouri Department of Natural Resources and Carthage Historic Preservation (CHP), for CHP to conduct a Flooring Restoration Workshop. CHP has committed to paying all costs in excess of the $12,700.00.
2. **General Fund; Public Works Department;** to reflect a supplemental appropriation not to exceed $40,000, to the Professional Fees line item from the General Fund's unallocated and undesignated fund balance, due to unallocated costs primarily associated with costs which were unassignable to specifically budgeted projects.

PASSED AND APPROVED THIS __________ DAY OF ____________, 2020.

____

Dan Rife, Mayor

ATTEST:

____

Traci Cox, City Clerk

Sponsored by: Budget Ways & Means Committee

MINUTES STANDING COMMITTEES

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS
TUESDAY, MAY 26, 2020
5:00 p.m.

This meeting was conducted by Zoom video conferencing due to CDC recommendations in response to COVID-19.

COMMITTEE MEMBERS PRESENT via VIDEO CONFERENCING: Ceri Otero, David Armstrong, and Kirby Newport. Ed Barlow was absent.

OTHER COUNCIL MEMBERS:

OTHERS PRESENT: City Administrator Tom Short, City Clerk Traci Cox, and Police Chief Greg Dagnan via Video Conference

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

OLD BUSINESS:

Approval of minutes from previous meeting: On a motion by Mr. Newport, the minutes of the May 12, 2020 meeting were approved 3-0.

Review and approval of the Claims Report: The Committee discussed items regarding the Claims Report. Mr. Armstrong moved to approve the claims. Motion carried 3-0.

NEW BUSINESS:

1. **Staff Reports:** Mr. Short reported on an upcoming meeting with Carthage CVB to discuss future contracts. Ms. Cox reported on the transfer of funds from Simmons Bank to Guaranty Bank with securities released at Simmons Bank. A notice was received from VSP extending current employee vision plan rates until March 2023.

ADJOURNMENT: Mr. Newport made a motion to adjourn at 5:11 PM. Motion carried 3-0.

Traci Cox
City Clerk

MINUTES SPECIAL COMMITTEES AND BOARDS

AGENDAS STANDING COMMITTEES

--NOTICE OF MEETING--

PUBLIC WORKS COMMITTEE

June 2, 2020

5:30 PM

BY VIDEO CONFERENCE

-- AGENDA—

In response to the Coronavirus pandemic and pursuant to the Declaration of Emergency within the City of Carthage, this meeting will be held by on-line video conference. If you would like to listen to the meeting, access information is provided below. For questions, contact City Clerk Traci Cox (417) 237-7000 or staff@carthagemo.gov. If you would like to listen to the meeting please call by telephone #346-248-7799. You will have to enter the ID# 88696567683 with a password of 451334. This will allow you to listen to the meeting.

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting

CITIZENS PARTICIPATION

(Citizens wishing to address the Council or Committee should notify the City in advance, and provide the item they wish to address in written format at least 24 hours prior to the meeting to staff@carthagemo.gov. Residents who do not have internet service may call the Clerk's office at 417-237-7000.)

NEW BUSINESS

1. Consider and discuss a Council Bill which will amend Chapter 6 to adjust building valuations for the permitting process.

OTHER BUSINESS

None

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: 5/29/2020
BY: Marcia Weng

--NOTICE OF MEETING--

BUDGET WAYS & MEANS COMMITTEE

MONDAY, JUNE 08, 2020

5:30 P.M.

COUNCIL CHAMBERS, CITY HALL

326 GRANT ST., CARTHAGE, MISSOURI

--TENTATIVE AGENDA--

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting.

CITIZENS PARTICIPATION

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

NEW BUSINESS

1. Consider and discuss Agreements/Contracts with Agencies providing services to the City of Carthage beginning July 1, 2021 for fiscal year 2021.
    a. Provision of nutrition and support services for the senior citizens of the City of Carthage, – Over Sixty Center.
    b. Provision of Animal Control Services for the citizens of the City of Carthage,– Carthage Humane Society.
    c. Provision of promoting and advertising the City for tourist related activities – Carthage Convention & Visitors Bureau.
    d. Provision of Economic Development Services for the citizens of the City of Carthage – Carthage Chamber of Commerce.
2. Consider and discuss a Resolution Amending the 2019 - 2020 Annual Operating and Capital Budget for the City of Carthage.
3. Staff Reports.
4. Other Business.

ADJOURNMENT

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

POSTED: ______________________

BY: ______________________

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS
June 9, 2020
5:00 PM
Carthage City Hall
Council Chambers

Old Business

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

Citizens Participation

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

New Business

1. Staff Reports

Adjournment

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

Posted ____________________________

AGENDAS SPECIAL COMMITTEES AND BOARDS

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Darieus K. Adams
Western District Commissioner

JASPER COUNTY COMMISSION

302 S. Main ST
Carthage, MO 64836

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

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

COMMISSION AGENDA
JUNE 2, 2020
9:00 A.M.
JASPER COUNTY COURTHOUSE ROOM 101

1. CALL TO ORDER
   PRAYER
   PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
4. PRESENTATIONS
   ◊ **Roland Shriever-IDShield and LegalShield**
5. REPORTS AND COMMUNICATIONS
6. ELECTED OFFICIALS/CITIZENS REQUESTS
7. COMMISSIONER'S REPORTS
8. UNFINISHED BUSINESS
9. NEW BUSINESS
   ◊ **Approve the Contract with R. E. Smith Construction for the Construction Manager at Risk for the new Jasper County Highway Department Maintenance Facility.**
10. PUBLIC HEARINGS

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

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

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

NOTICE POSTED MAY 29, 2020 AT 4:00 P.M. (RSMO 610.020)

CARTHAGE PUBLIC LIBRARY BOARD OF TRUSTEES
Tuesday, June 9, 2020 5:15 p.m.

CARTHAGE PUBLIC LIBRARY BOARD ROOM
612 S. Garrison Ave.

AGENDA
Roll Call of Members

Minutes of the Last Meeting

Financial Report

Director's Progress and Service Report

President's Message

Council Liaison's Report

Committee Reports
- Building Committee
  - Roof update
  - Steadley Building update
- Budget Committee
  - 2020-2021 Budget
- Community Relations
- By-Laws
- Library Gardens
  - Update on progress in Gardens
- ADA Compliance

Communications

New Business
- Reorganization of the Board

Payment of Bills

Adjournment

Closed Session

Adjournment

Posted at 9:00 A.M. this 2nd day of June, 2020

Notice is hereby given that the Carthage Public Library Board of Trustees will conduct a meeting in the Carthage Public Library Board Room at 5:15 p.m. on Tuesday, June 9, 2020.

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

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Darieus K. Adams
Western District Commissioner

JASPER COUNTY COMMISSION

302 S. Main ST
Carthage, MO 64836

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

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

COMMISSION AGENDA
JUNE 9, 2020
9:00 A.M.
JASPER COUNTY COURTHOUSE ROOM 101

1. CALL TO ORDER
   PRAYER
   PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
4. PRESENTATIONS
5. REPORTS AND COMMUNICATIONS
6. ELECTED OFFICIALS/CITIZENS REQUESTS
7. COMMISSIONER'S REPORTS
8. UNFINISHED BUSINESS
9. NEW BUSINESS
   - **◊ Approve the Contract with Paragon Architecture for the Architectural Services for the new Jasper County Highway Department Maintenance Facility.**
   - **◊ Appoint Lary Knoblauch to the Joplin Special Road District Board of Commissioners.**
   - **◊ Award Bid for the 2020 Bridge and Culvert Projects.**
10. PUBLIC HEARINGS

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

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

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

NOTICE POSTED JUNE 5, 2020 AT 4:00 P.M. (RSMO 610.020)

CORRESPONDENCE

INTER

OFFICE

MEMO

To: City Council
From: Dan Rife, Mayor
Subject: Emergency Purchase
Date: June 3, 2020

Pursuant to Part J of the City of Carthage's Purchasing Policy Manual, I have waived the customary purchasing procedures and authorized an emergency purchase from Mobo Trex Inc., in an amount not to exceed $5,562.50, for a new traffic controller for the traffic signals located at the intersection of Fairview Ave. and River St.

The purchase is required due to unforeseen circumstances and delay could hinder the effective delivery of Municipal services and could present a threat to the health or welfare of the citizens of Carthage or City employees. The traffic controller that is currently in use is the original unit and out of warranty, and may have been damaged due to a lightening strike.

As provided by section J, I hereby advise the Council of the situation necessitating the emergency purchase and the procedures used to secure this purchase. Discussions/negotiations were conducted between the City's Public Work Director and the company that supplies the controllers. The vendor quoted a purchase price for the replacement unit plus fees to program and change out the unit and trouble shooting. Funds for this replacement will come from the Street Department's Misc. City Improvements line item.

Dan Rife

Dan Rife, Mayor

Xc: City Council
Traci Cox, City Clerk
Zeb Carney, Public Works Director

Tom Short

From: Roger Williams
Sent: Thursday, June 4, 2020 4:54 PM
To: Tom Short; Greg Dagnan; Ryan Huntley; 'Dan Rife'; Traci Cox; Mayor Dan Rife; Zeb Carney; Kevin Kinsey; Mark Peterson; Nate Dally; Roger Williams
Subject: Situation Report COVID -19 6-4-20

The 16:00 State Situation Report # 101 confirmed the following update:

The Missouri Department of Health and Senior Services (DHSS) has currently confirmed:

- Deaths: 786 - Increase of 0 in 24 hours .(Compared to an increase of 3 yesterday)
- Positives: 14,057 - Increase of 290 in 24 hours. (Compared to an increase of 192 yesterday)
- Patients PCR - tested in Missouri (by all labs) approximately 218,378* = increase of 7,260 since last update.

*Previously, this total included both PCR and serological/antibody tests, and in some instances, multiple tests for the same patient when a person was re-tested. On May 23, data was deduplicated by patient and segregated by test type.

According to DHSS, 786 deaths have been reported in Missouri: Audrain (1), Bates (1), Boone (1),Buchanan (2), Callaway (1) Camden (1), Cape Girardeau (2), Carter (1), Cass (8), Clay (3), Cole (1), Dunklin (2),Franklin (17),Gentry (4), Greene (8),Henry (3), Jackson (22), Jefferson (17), Kansas City (27), Lafayette (1), Lewis (1), Lincoln (1), Linn (1), Moniteau (1), New Madrid (1), Newton (1), Pemiscot (5), Pettis (1), Pike (1), Platte (2), Pulaski (1), Saline (2), Scott (9), St. Charles County (58), St. Francois (2), St. Louis City (124), St. Louis County (444),Ste. Genevieve (1), Stoddard (4), Taney (2), Washington (1), TBD (0).

Jasper County Health Department now reports at least 27 (increase of 3) positive cases within the County. Joplin Health Department now reports 17 cases, (increase of 2 in 24 hours). A notice released by Jasper County Health Department previously indicated a positive case exposure at a local Carthage church just west of the city.

Since May 4th (Reopening Phase 1) we have seen the following increases: Deaths - 439 Positives Cases - 5,001 , total tested 129,966 .

The Governor extended the Show Me Recovery Phase 1 from Sunday May 31, 2020 through Monday June 15, 2020.

Roger Williams
Fire Chief
Carthage Fire Department
(417)237-7100 Office

"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 determined 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 by 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 and 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.