1. Agenda

   Documents:

   CITY COUNCIL AGENDA 06 23 20.PDF

2. Meeting Materials

   Documents:

   COUNCIL PACKET_6 23 20.PDF

COUNCIL AGENDA
CITY OF CARTHAGE, MISSOURI
TUESDAY, JUNE 23, 2020
6:30 P.M. – COUNCIL CHAMBERS

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# 868 4671 4946 with a password 561593. This will allow you to listen to the meeting.

1. Call to Order
2. Invocation
3. Pledge of Allegiance to Flag
4. Calling of the Roll
5. Reading and Consideration of Minutes of Previous Meeting
6. Presentations/Proclamations
7. Public Comments
   (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 by filling out this form. Residents who do not have internet service may call the Clerk's office at 417-237-7000.)
8. Reports of Standing Committees
9. Reports from Special Committees and Board Liaisons
10. Report of the Mayor
11. Reports/Remarks of Councilmembers
    (Each Councilmember is limited to no more than two (2) minutes. The time may be extended by the Chair if deemed necessary. Once a Councilmember has had their say on a particular issue they are not permitted to once again speak on the issue unless permitted by the Chair)
12. Administrative Reports
13. Report of Claims Presented Against the City
14. Public Hearings
15. Old Business
    1. **C.B. 20-16** – An Ordinance authorizing the Mayor to execute a Contract between the City of Carthage, Missouri and Dick Horton Consulting, 507 Norris, Pittsburg, KS 66762 for Parks and Recreation Consulting Services in an amount not to exceed $130,000. (Public Services)
    2. **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)

3. **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 estimated at $97,500.00. (Budget Ways & Means)

4. **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)

5. **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)

6. **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)

16. New Business

1. **C.B. 20-31** – An Ordinance to amend Section 6-35 of the Carthage Code, for Inspection and Correction of Unsafe Conditions, by adding a reinspection fee. (Public Works)

2. **C.B. 20-32** – An Ordinance to amend Section 6-17, Building Permit Fees of the Code of the City of Carthage to adjust building valuations for the permitting process and adding a reinspection fee. (Public Works)

17. Mayor's Appointments

- Library Board
- Police & Fire Pension Committee

18. Resolutions

1. **Resolution 1908**- A Resolution rescinding authorization of withdrawal of the City of Carthage's participation from Midwest Public Risk of Missouri's Property and Liability Programs for the 2020-2021 policy year. (Insurance, Audit and Claims)

19. Closing Comments

20. Executive Session

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

21. Adjournment

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

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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.

_____

Dan Rife, Mayor

_____

Traci Cox, City Clerk

PRESENTATIONS/ PROCLAMATIONS

PUBLIC HEARINGS

OLD BUSINESS

COUNCIL BILL NO. 20-16 **ORDINANCE NO. _____**

An Ordinance authorizing the Mayor to execute a Contract between the City of Carthage, Missouri and Dick Horton Consulting, 507 Norris, Pittsburg, KS 66762 for Parks and Recreation Consulting Services in an amount not to exceed $130,000.00.

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 execute a Contract between the City of Carthage, Missouri and Dick Horton Consulting, 507 Norris, Pittsburg, KS 66762 for Parks and Recreation Consulting Services in an amount not to exceed $130,000.00, pursuant to RFQ specifications and recommendation, which Contract 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: Public Services Committee

Consultant Agreement

Dick Horton Consulting

507 Norris
Pittsburg KS 66762

Agreement to Perform Park and Recreation Consulting Services

Date

March 17, 2020

City of Carthage Rules and Regulations

This Consulting Agreement is issued pursuant to the selection of Dick Horton Consulting to develop a Park and Recreation Master Plan for the City of Carthage.

This Agreement, effective on March 17, 2020 will be aligned with the Scope of Work as detailed below and in accordance with all City of Carthage rules and regulations.

Period of Performance

The Services shall commence on March 17, 2020, and will be completed by November 30, 2020

Scope of Work

Consultant shall provide the Services and Deliverable(s) as follows:

1. Public Engagement - Ten public engagement opportunities to include:
    a) steering committee meetings as needed
    b) stakeholder interviews (one or two days)
    c) one day of focus group meetings with special interest groups
    d) two public meetings following the return of the survey results from the ETC Institute – one of which to be held with the Hispanic Community
    e) two public meetings upon completion of the draft master plan – one of which to be held with the Hispanic Community
    f) one each draft report and final report meeting with the Public Services Committee and the City Council
2. Citizen Survey – The ETC Institute will complete a statistically valid citizen survey. The survey will guarantee 400 completed responses and a level of confidence of 95% and a precision of+/- 5% upon its completion. The survey process will incorporate bi-lingual assistance as needed. To be included as part of the survey will be a tool that ETC calls Geocoding (plots on a map where responses come from in the community), national

benchmarks for many of the responses such as how many citizens say they use the park system, and priority investment ratings for programs and facilities (ratings that rate in categories of high, medium, and low the preferences that citizens have and are willing to support financially).

3. Demographic Assessment – Socio-demographic characteristics and census data will be compiled to determine the Carthage profile so that informed decisions can be made about how and where (geographically) resources should be allocated.
4. Review of Other Planning Documents – Other planning documents such as the city's comprehensive plan, the Fair Acres Plan, and the Drury College Plan will be reviewed to check for previous community discussions about the park system that should be carried forward into the 2020 Park and Recreation Master Plan.
5. Review of Other Providers – The consultant will evaluate other providers of destination programs, services and recreation facilities within an area that includes Joplin and Springfield. This effort is to ensure that the City of Carthage is aware of destination attractions to avoid investing dollars when it is not necessary for the same attractions in Carthage.
6. Park System Assessment – Each amenity in each park will be evaluated and rated to determine the overall performance of the park. After each park is evaluated, the total score will be used to determine that overall performance of the entire system. To be considered in the assessment:
    a) General state and condition
    b) Compatibility with surrounding neighborhoods
    c) Compatibility with surrounding communities
    d) Aesthetics/design
    e) Safety/security
    f) ADA compliance
    g) Public access and connectivity with neighborhoods
    h) Program capacity and compatibility with users
    i) Partnership and sponsorship opportunities
    j) Revenue generating opportunities
7. Future Park Land Acquisition - Based on results of the consultant's park system assessment and mapping exercise, options for land acquisition will be identified, if needed.
8. Trail Assessment – The consultant will evaluate the current on-road trail network and work with the Steering Committee to determine if an off-road route should be mapped.
9. Recreation Facilities – To be evaluated are the Rock Park Stadium and the best option for a building in the golf course area. That building could be an upgrade to the existing golf course clubhouse, and/or, a new community building elsewhere in the vicinity. All recreation facilities will be analyzed by the consultant to determine their physical and functional ability to meet programming needs.
    a) From a physical perspective, the existing clubhouse has been assessed previously, thus design concepts and cost estimates are available. This master plan will determine how best to proceed with the building.
    b) From a functional perspective, the consultant will evaluate the Rock Park Stadium's ability to accommodate the baseball program (s) that will be using it. The same would be true for the existing clubhouse to determine if it is meeting the needs of the golfing public and special event needs for which it is being used.
10. Park System Mapping – The consultant will develop a series of G.I.S. Maps that are overlaid with data from various sources. For example, demographics, location and quality of existing parks and trails, recreation facility location and quality. The mapping process will portray where gaps in services might exist such as an area that is underserved with park land or equitable access to recreation facilities.
11. Recreation Program Assessment – The consultant will evaluate the existing recreation program that is offered in the community by others. For example, are current programs aligned with citizen preferences as quantified in the citizen survey?
12. Organizational Assessment – The consultant will evaluate the Park and Recreation Department in the categories of external impacts, organizational practices, organizational capacity, and organizational performance.

13. Maintenance Management – The consultant will evaluate the Park and Recreation Department's maintenance program. To be evaluated is the level of resources currently being allocated by the Department for its maintenance program and if that level is adequate to maintain the system to meet user needs/expectations. To be considered is manpower, equipment, efficiency and times the staff is working outside the park system on other community projects; e.g. storm damage.
14. Partnership Assessment - The consultant will evaluate all current Park and Recreation Department partners to determine if those partnerships are adequate. At the core of the assessment is to determine if the partnership is a win/win for both the city and its partners. Components of the review will include:
    a) Is there a written agreement and is the agreement formally reviewed on an annual basis?
    b) What contributions are made by both the city and the partner?
    c) Has the partner been a good representative of programs and services that occur in or at city facilities?
    d) Has the partner been responsive to city requests?
15. Trends Assessment – The Park and Recreation Department is routinely impacted by emerging trends that are brought to it by special interest groups or citizens-at-large. To be evaluated and presented to the Park and Recreation Department for consideration by the consultant are:
    a) Is the Department aware of national, regional and local trends?
    b) Are resources allocated to respond to emerging trends?
    c) Is the Department partnering with others to address emerging trends?
    d) Is there a formal process in place to evaluate emerging trends and how the Department should respond?
16. Pricing – The consultant will evaluate existing pricing issues facing the Department. For example, pricing and cost recovery agreements with contractors. The consultant will develop agreements for the Department's consideration that specify the structure that each contractor agreement should take.
17. Benchmarking – The Park and Recreation Department will be benchmarked with others to provide insights about its how its level of service compared with others. Benchmark data will be retrieved from three communities with whom Carthage routinely compares itself and other sources such as:
    a) NRPA Park Metrics
    b) Trust for Public Lands (TPL) research
    c) The state of Missouri Statewide Comprehensive Outdoor Recreation Plan (SCORP)
18. Financial Assessment – The consultant will evaluate the Park and Recreation Department's Budget to determine the following:
    a) If there is a dedicated funding source for operating and capital needs
    b) Percentage of budget expended on new projects versus maintenance and operations
    c) Dollar amount of deterred maintenance
    d) Funding sources that could be considered other than the general fund
19. Design Concepts – The consultant will develop design concepts for Central Park, Kellogg Lake and new amenities to the existing pool.
20. Cost Estimates – The consultant will develop an opinion of probable costs for all planned improvements.
21. Recommendations - The consultant will provide "evaluation filters" against which all master plan recommendations will be made. Those filters will be:
    a) Citizen preferences - As expressed and supported in the statistically valid survey.
    b) Park System Needs – Does the project take care of what we have, enhance what we have, or add a new high-level destination to the system? When asked, citizens prefer to take care of what they have before applying resources to the other two options.
    c) Life cycle of the program – Evaluation of the popularity of the program to determine if it is growing, stable/mature, or declining. To overstate the obvious, it is not a good idea to invest in facilities that accommodate declining programs.
    d) Demographics – Assessment of demographic characteristics that will affect the success of the project, including age, household income, ethnicity, education, and gender.
    e) Quality of life – Consideration for equitable citizen access to quality parks and facilities.
    f) Revenue Producing – Revenue producing capability of the project.
    g) Facilities provided by others – Availability of facilities provided by others
    h) Best practices in the park and recreation profession – Consideration of the successes of others who are highly regarded in the profession throughout the United States.

i) Geographic considerations – Relationship between the project and the location where the majority of users live.

Deliverables

1. A professionally designed master plan report using InDesign. The master plan report will include a specific detailed chapter to include all twenty-one of the tasks detailed above in the Scope of Work.
2. Statistically valid citizen survey report will be complete with graphs, charts, geocoding, and priority investment ratings.
3. Park System Mapping to visually portray existing parks, recreation facilities and trails by location and quality and gaps where new parks, facilities, and trails could be considered.
4. Concepts/designs for Central Park, Kellogg Lake and amenities that could be added to the existing outdoor pool.
5. Electronic copy and six bound copies of the final master plan.

Consultant Fee

The fee for the development of the Carthage Park and Recreation Master Plan is $130,000. The fee includes all travel, supplies and professional expertise required to complete the master plan on time and to the satisfaction of the City of Carthage.

Invoice Procedures

DHC will submit an invoice to the Park and Recreation Department on a monthly or bi-monthly basis beginning on April 30, 2020.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

City of Carthage	Dick Horton Consulting
By: _____	By: _____
Name:	Name:
Title:	Title:

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 $113,000.00.

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, Missouri is hereby authorized to enter into an Agreement with the Carthage Chamber of Commerce for services in the amount no to exceed $113,000.00, 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 JUNE, 2020.

_____

Dan Rife, Mayor

ATTEST:

_____

Traci Cox, City Clerk

Sponsored by: Budget Committee

CITY OF CARTHAGE
FISCAL YEAR JULY 1, 2020 - JUNE 30, 2021

AGENCY REQUEST FOR FUNDS FORM

Type of Funds Requested: General - Lodging - Other (please circle)

NAME OF AGENCY: Carthage Chamber of Commerce

AMOUNT OF FUNDS REQUESTED: $ 113,000.00

Please provide the following information:

1. Copy of detailed operating budget for Fiscal Year 2020 - 2021, income, expenses, and beginning and ending balances.
2. Copy of detailed operating budget for Fiscal Year 2019 - 2020, income, expenses, and beginning and ending balances.

If you have reserves in an earmarked account, you may wish to attach an additional page of explanation along with individual account balances projected at the beginning and end of the fiscal year. If the reserves are legally earmarked for a specific purpose, please provide an explanation and authorization.

3. Copy of organizational document, e.g. 501 (c) (3) certificates.
4. Copy of By-laws.
5. Listing of current Board of Directors.

What is the intended use of the funds should they be provided? Please itemize:

Funds will be used for providing Economic Development programs and services for the City of Carthage as outlined in the agreement between the City of Carthage and the Carthage Chamber of Commerce.

Return form and attachments to City Administrator, 326 Grant Street, Carthage, MO 64836 by March 13, 2020

FY 2021 Economic Development Services Provided by the Carthage Chamber of Commerce

This Agreement between the City of Carthage and the Carthage Chamber of Commerce provides measurable and attainable Economic Development Services for the benefit of the Citizens of Carthage Missouri.

So that the specific services set out below may be regularly monitored by the Carthage City Council, the Chamber of Commerce requests that an Economic Development Committee be established to include the Mayor of Carthage, Carthage City Council Budget Chair, City Council Liaison to the Chamber, Carthage City Administrator, Board Member from the Carthage Chamber of Commerce, and President/CEO Carthage Chamber of Commerce.

Economic Development Services provided by the Carthage Chamber of Commerce are comprised of four areas:

1. Festivals and Events
    a. Planning, growth, and management of the annual Maple Leaf Festival-the single most revenue generating event for the City of Carthage
    b. Continuation and expansion of annual Business Expo to include a job fair providing hiring opportunities for local businesses and industries
    c. Development of an additional Event to generate revenue for the City of Carthage
2. Entertainment and Food
    a. Attract two new businesses in the food or entertainment industry
    b. Present incentive plans to the City which will attract these specific businesses
3. Housing
    a. Work with the City in developing incentives for new housing in Carthage, both single family, multi-family, and apartments
    b. Identify areas that are best suited for housing development and assist the City in annexation of undeveloped areas for expansion
4. Business Retention and Expansion
    a. Continue to serve the City as the frequent contact with local industries and businesses to assist with issues or needs they have
    b. Represent the City as Economic Development Director and EEZ Coordinator as the primary contact for both existing and prospective businesses seeking to locate and expand in our community
    c. Counsel and advise the City on economic incentives and programs necessary for growth

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 estimated at $97,500.00.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a Contract with the Carthage Convention and Visitors Bureau for services in an estimated amount of $97,500.00, 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 "City") with offices located at 326 Grant St., Carthage, Missouri, and the Carthage Convention and Visitors Bureau, Inc. (hereinafter referred to as "CVB") as a not-for-profit corporation organized under the laws of the State of Missouri, located at 402 S. Garrison, for the purpose of marketing and promoting the City of Carthage as a destination to visitors, on an annual basis beginning Fiscal Year 2020-2021 ("Initial Term").

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

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

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

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

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

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

WITNESSETH:

Article I

SCOPE OF SERVICES

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

1. The CVB agrees to provide adequate staffing and facilities to effectively execute the **PLAN**.
2. In consideration of the above services, the City agrees to pay annual compensation to the CVB as follows:
   An amount equal to the amount of actual collections by the City for Lodging Tax for the current fiscal year, collected and distributed to the CVB monthly. For the Initial Term this amount is estimated to be paid in the approximate amount of $97,500.00, subject to increase or decrease based on actual collections of the Lodging Tax. This amount is to cover General Administrative Expenses and Promotional Marketing Expenses.

Article II

COMPENSATION AND METHOD OF PAYMENTS

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

Article III

CHANGES IN SCOPE OF SERVICES

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

Article IV

REPORTING

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

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

Article V

OTHER

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

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

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

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

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

Attest:

Traci Cox, City Clerk City of Carthage, Missouri	Dan Rife, Mayor City of Carthage, Missouri

Anthea Harbin, President
Carthage Convention and Visitors Bureau

Callie Myers, Executive Director
Carthage Convention and Visitors Bureau

COUNCIL BILL NO. 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

CONTRACT

THIS AGREEMENT entered in to this_____day of_____20____, by and between the **City of Carthage, Missouri**, hereinafter referred to as "Government" and the **Carthage Humane Society**, a corporation organized under the laws of the State of Missouri, hereinafter referred to as "CHS."

WITNESSETH:

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

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

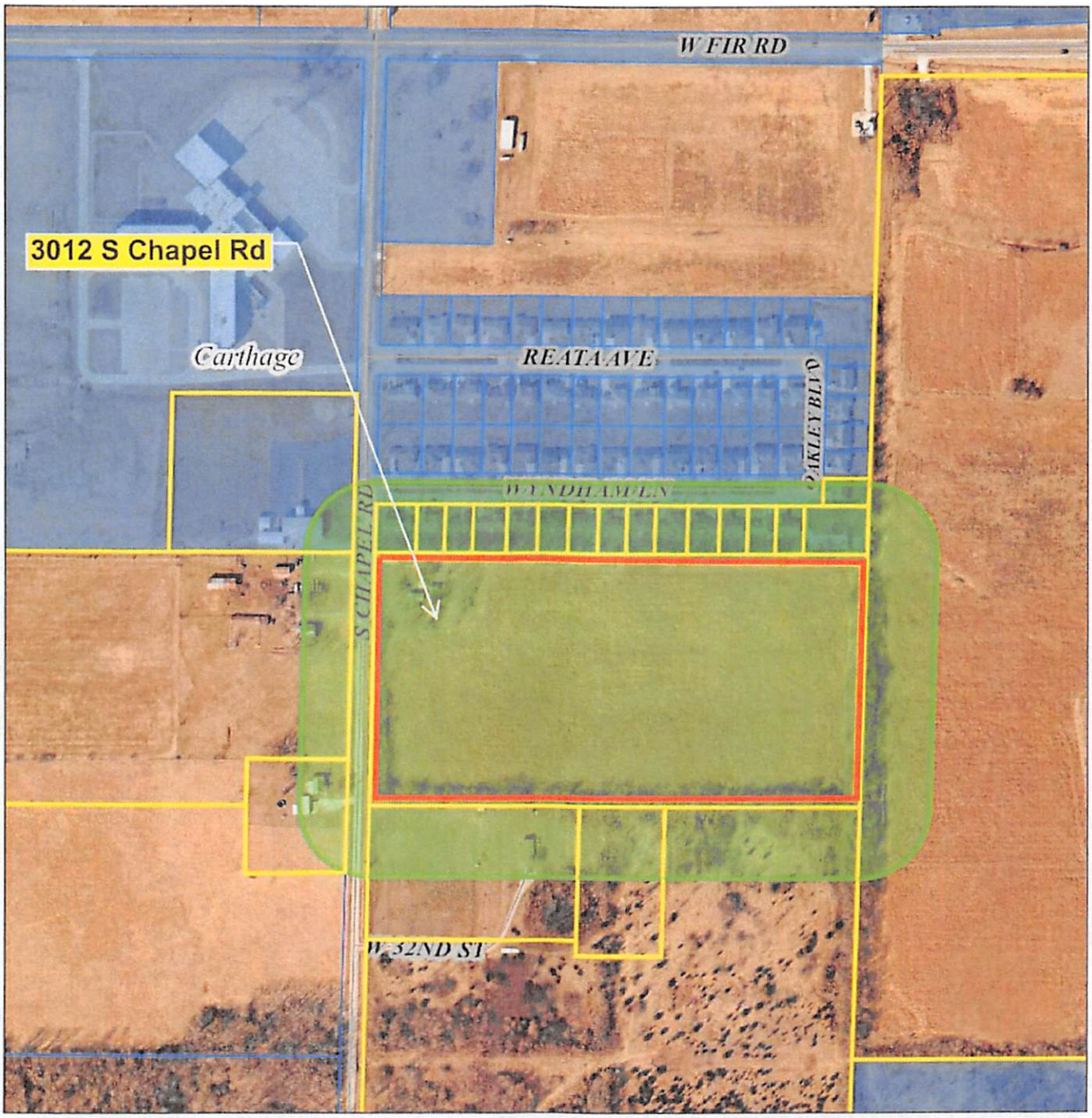
Sponsored by: Planning, Zoning and Historic Preservation Commission

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:

		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.

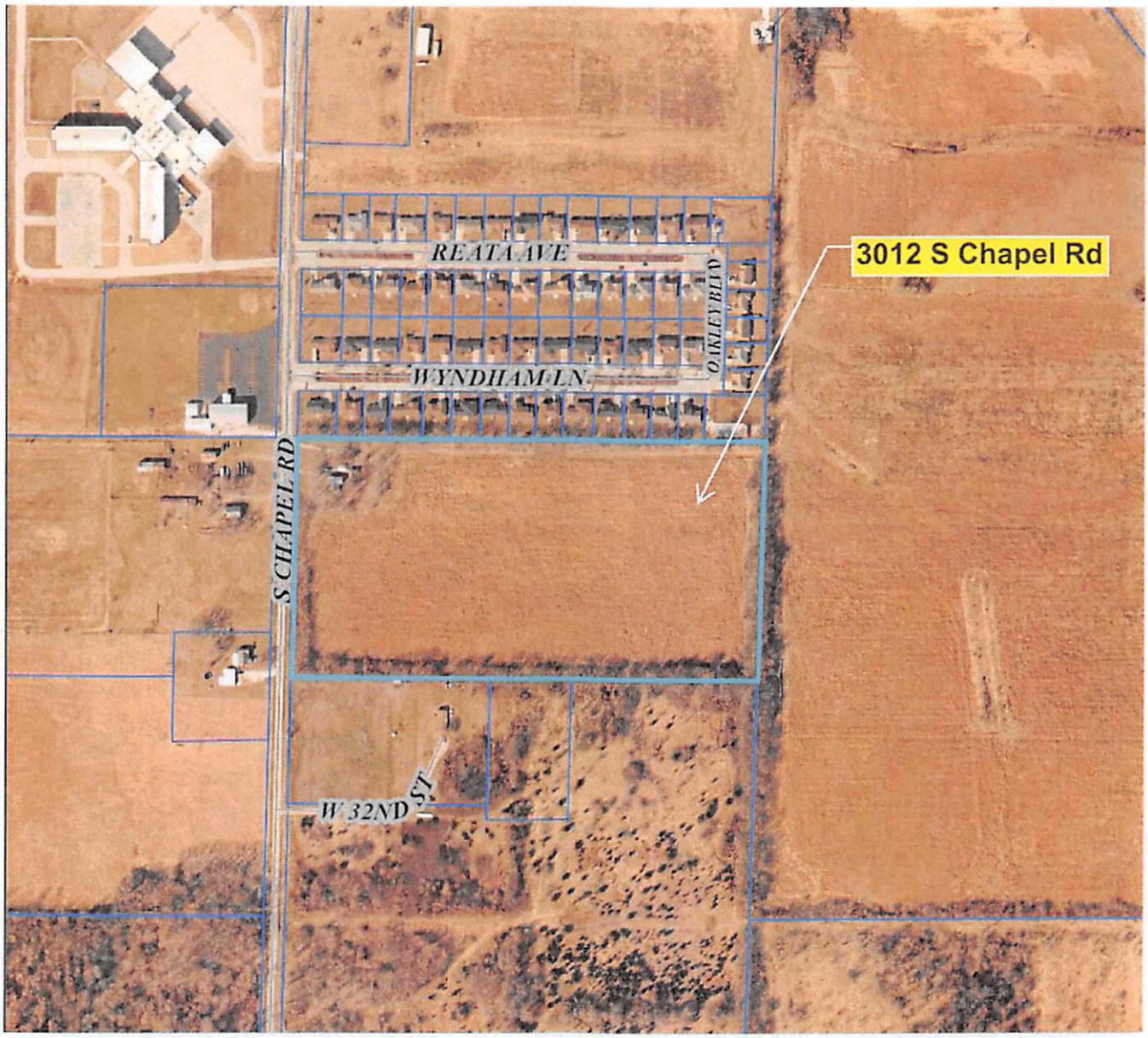
Upon completion, return to the Public Works Department.

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



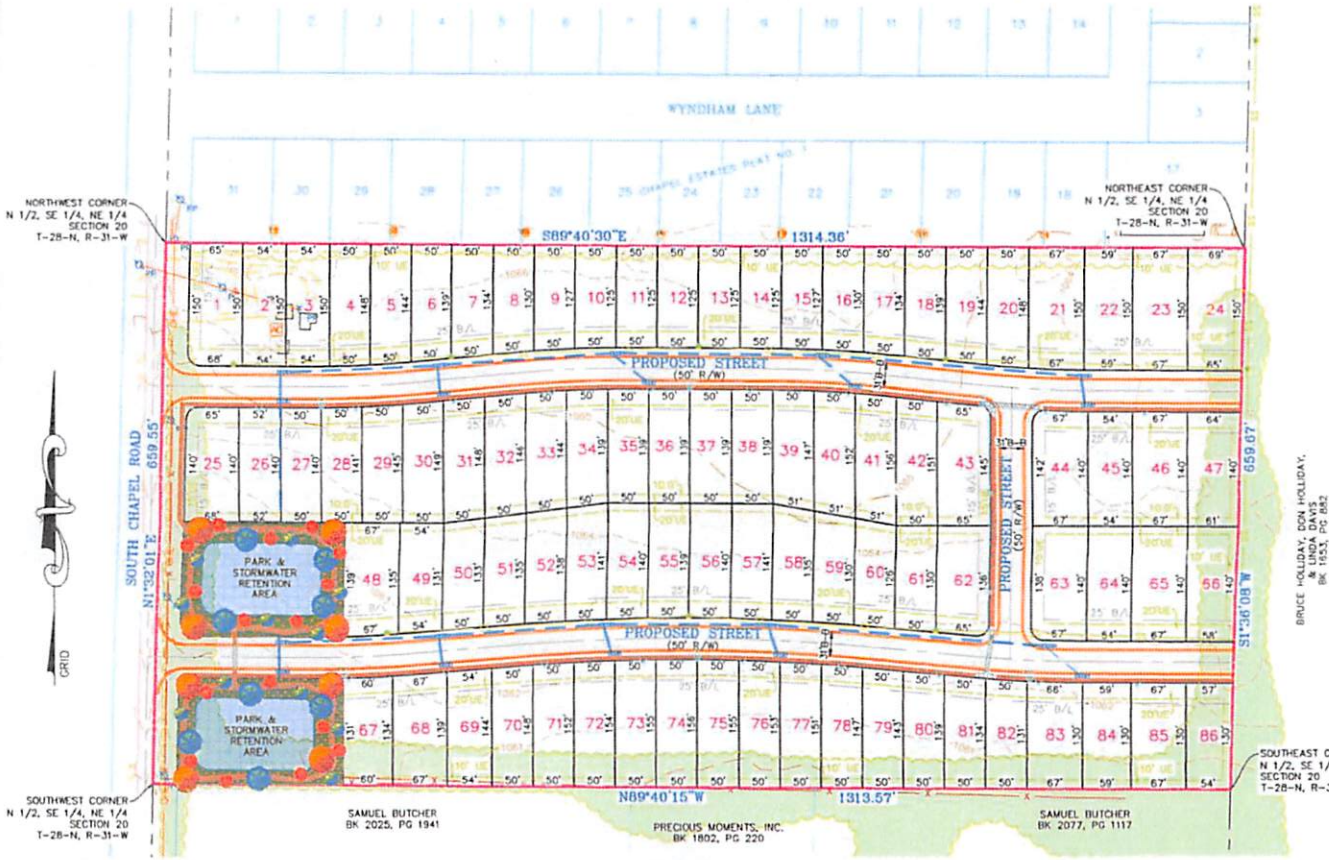
Parcel ID	14402000000014000	**Alternate ID**	02-140647-0000	**Owner Address**	SWEARINGER PAUL TR & RONALD WYATT ETAL
Sec/Twp/Rng	20-28-31	**Class**	A		% PAUL SWEARINGER
Property Address	3012 S CHAPEL RD	**Acreage**	19.55		4535 WIDGEON CT
					MARION IA 52302

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'.

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

LEGEND

PP GY	POWER POLE W/ GUY	PROPERTY LINE	
MH	MANHOLE	PROP SANITARY SEWER	SS
SCO	SEWER CLEANOUT	SANITARY SEWER	SS
GM	GAS METER	TELEPHONE LINE	T
LP	LIGHT POLE	UNDERGROUND TELEPHONE	UT
	SIGN	GAS LINE	G
	WATER METER	WATER LINE	W
WV	WATER VALVE	PROP WATER LINE	W
GV	GAS VALVE	OVERHEAD ELECTRIC	OHE
FH	FIRE HYDRANT	FIBER OPTIC	FO
TR	TELEPHONE RISER	FENCE LINE	X
	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

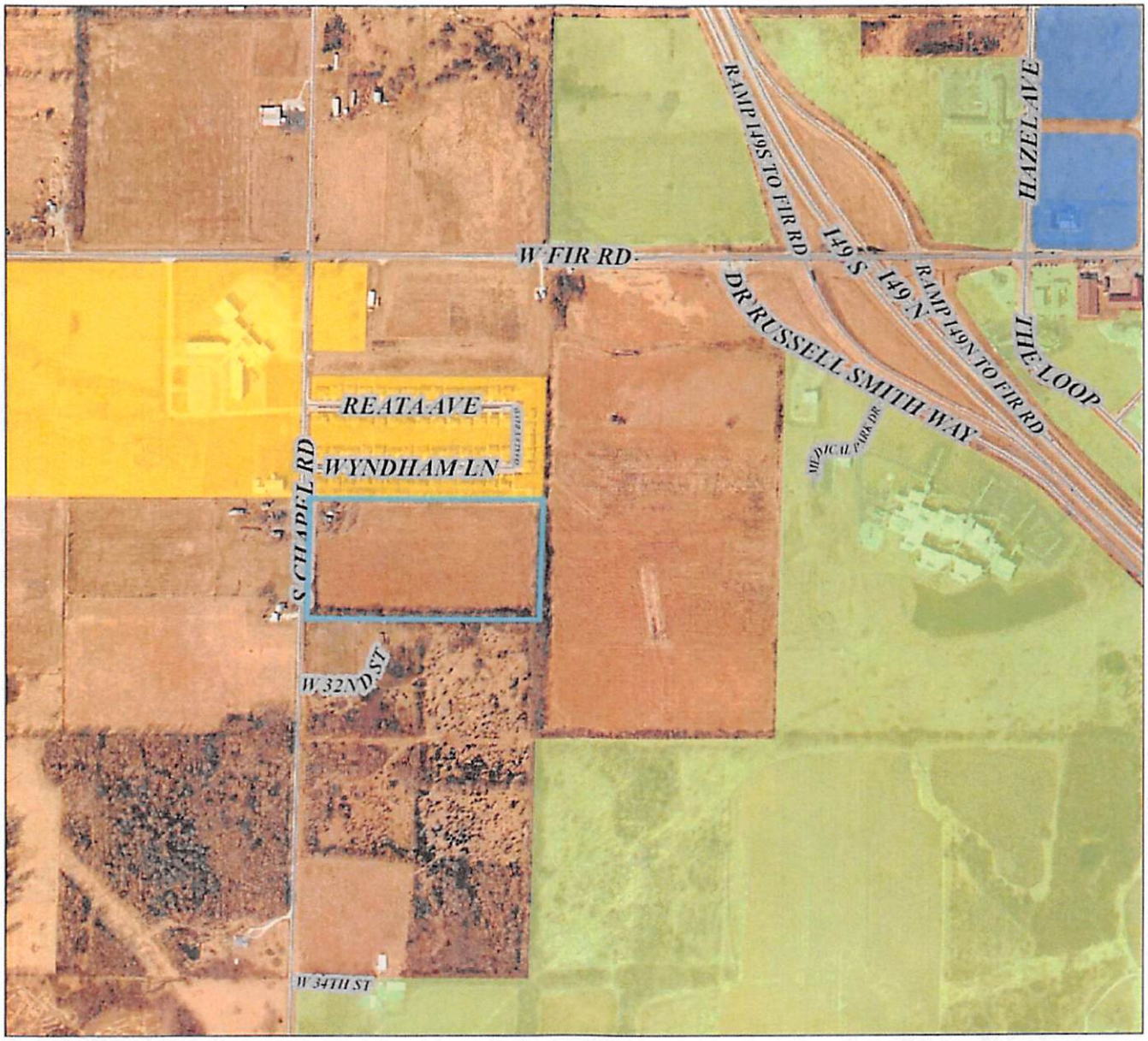
ANDERSON ENGINEERING
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7399

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
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)

NEW BUSINESS

COUNCIL BILL NO. 20-31 **ORDINANCE NO. _____**

AN ORDINANCE TO AMEND SECTION 6-35 OF THE CARTHAGE CODE, FOR INSPECTION AND CORRECTION OF UNSAFE CONDITIONS, BY ADDING A REINSPECTION FEE.

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

SECTION I: Section 6-35 of the Code of Carthage is hereby repealed and the following enacted in lieu thereof:

Sec. 6-35. - Inspection and correction of unsafe conditions.

(a) The electrical inspector may make periodic inspections of the installation of all electrical work in the city. When such electrical work is found to be dangerous or unsafe the electrical inspector shall prepare a written report, in duplicate, stating the defects found to exist, and establishing a time within which the person who owns uses or repairs same shall make the necessary repairs or changes required to place such electrical work in a safe condition. One (1) copy of the report shall be given by the electrical inspector to such person, firm or corporation owning, using or preparing the electrical work found to be dangerous and unsafe.

(b) *Reinspection fees.*

1. There will be a reinspection fee when extra inspections are necessary due to any of the following reasons:
   - (a) When wrong address is provided.
   - (b) When work is not ready for inspection when called.
   - (c) When work is not installed in compliance with city ordinances and/or applicable codes.
   - (d) In any other event that is of no fault of city inspectors.

(c) The electrical inspector may order the discontinuance of any electrical wiring or any electrical work found to be defective or improperly installed until the installation of such electrical wiring or electrical work has been made safe as directed by him.

(d) The connection from the city's electrical distribution system to electrical wiring shall be severed by the electrical inspector or his agents if any unsafe condition or condition in violation of this article is not corrected within thirty (30) days after the person who owns, uses or maintains same receives notice to do so.

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: Public Works

COUNCIL BILL NO. 20-32 **ORDINANCE NO. _____**

AN ORDINANCE TO AMEND SECTION 6-17, BUILDING PERMIT FEES OF THE CODE OF THE CITY OF CARTHAGE TO ADJUST BUILDING VALUATIONS FOR THE PERMITTING PROCESS AND ADDING A REINSPECTION FEE.

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

SECTION I: Section 6-17, Building Permit Fees of the Code of the City of Carthage is hereby repealed and the following enacted in lieu thereof:

Sec. 6-17. - Building permit fees.

(a) In this section "assessed valuation" means the reasonable value of all services, labor, materials, use of scaffolding and other appliances and devices entering into the completion of the work.

(b) The value of the project in this section shall be computed by one of the following methods and approved by the building official or his designee.

a. Provided by the person applying for the permit and verified by the building official.

b. Calculated using the building valuation data published in the Building Safety Journal each February issue (on file in the Public Work's Office) based on square footage of the project, and modified for the City of Carthage, using a multiplier of 0.87.

(c) A building permit shall not be issued until the following fees are paid to the city:

For new structures or for repairs and alterations the building permit fee shall be as follows:

$20.00 fee for estimated costs up to $5,000.00.

Then $2.00 per $1,000.00 over and above $5,000.00.

(d) No permit is required for repairs or alterations that do not exceed an assessed valuation of fifty dollars ($50.00).

(e) Amendments to building permits shall not be approved until an additional fee based on the increase in assessed valuation resulting from the work for which the amendment is sought is paid to the city. The fee to be paid shall be as specified in subsections (b) and (c).

(1) *Reinspection fees.*

a. There will be a reinspection fee when extra inspections are necessary due to any of the following reasons:

1) When wrong address is provided.

2) When work is not ready for inspection when called.

3) When work is not installed in compliance with city ordinances and/or applicable codes.

4) In any other event that is of no fault of city inspectors.

For each trip, residential: $25.00, commercial/industrial: $50.00.

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: Public Works Committee

MAYOR'S APPOINTMENTS

Mayor's Appointments

July 2020

Library Board

3 Year Term – 9 Members – Meets Second Tuesday, 5:00, Public Library

NAME	PHONE	ADDRESS	APPOINTED	EXPIRES
Eric Putnam	388-2739	521 E Highland	6/9/2009	Jul-23
Justin Baucom	388-1108	419 Euclid	10/27/2009	Jul-23
Gary Cole	358-4130	723 Belle Air Place	12/8/2009	Jul-23

Police & Fire Pension Committee

2 Year Term – 6 Members – Meets on Call – UMB Bank

NAME	PHONE	ADDRESS	APPOINTED	EXPIRES
Darren Collier	793-0462	528 E. Centennial	6/23/2020	July 21

RESOLUTIONS

Resolution 1908

A RESOLUTION RESCINDING AUTHORIZATION OF WITHDRAWL OF THE CITY OF CARTHAGE'S PARTICIPATION FROM MIDWEST PUBLIC RISK OF MISSOURI'S PROPERTY AND LIABILITY PROGRAMS FOR THE 2020-2021 POLICY YEAR

WHEREAS, Midwest Public Risk of Missouri (MPR) is a not-for-profit corporation created for the purpose of providing a voluntary self-insured pool for municipalities and school districts for property and casualty and other insurance coverage areas, of which the City of Carthage is a member; and

WHEREAS, MPR bylaws outlined in Section 5.8 required any member entity wishing to withdraw from participation in one or more of its programs to provide notification to MPR within ninety (90) days of the beginning of a new policy year; and

WHEREAS, the City of Carthage had given notice to MPR of its intended withdrawal from MPR at its March 24, 2020 City Council meeting with the adoption of Resolution #1898; and

WHEREAS, the City of Carthage has since determined to remain a member of MPR; and

WHEREAS, the City has been advised by MPR of their need of a Resolution to rescind Resolution #1898, withdrawing from MPR's membership.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carthage, Missouri as follows:

The City Council of the City of Carthage, Missouri hereby rescinds Resolution #1898 which authorized the City Administrator or the City Clerk to inform Midwest Public Risk (MPR) that the city is withdrawing from membership in MPR's Property and Liability Insurance.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CARTHAGE, MISSOURI THIS _____DAY OF JUNE 2020.

_____

Mayor

ATTEST:

_____

City Clerk

Sponsored by Insurance, Audit & Claims

MINUTES
STANDING
COMMITTEES

BUDGET WAYS & MEANS COMMITTEE
MONDAY, JUNE 8, 2020 5:30 P.M.
CITY HALL COUNCIL CHAMBERS

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

OTHERS PRESENT: City Administrator Tom Short, City Clerk Traci Cox, Council Members Craig Diggs, Ceri Otero, and Ed Barlow, Abi Almandinger, John Hacker and various agency representatives.

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

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

OLD BUSINESS:

1. **Consideration and approval of minutes from previous meeting.**

   Mr. Collier made a motion to approve the minutes of the May 11 Budget meeting. Motion carried 3-0.

NEW BUSINESS

1. **Consider and discuss Agreements/Contracts with Agencies providing services to the City of Carthage beginning July 1, 2020 for fiscal year 2021.**
   "Attached are the original budget requests from the four (4) "Agencies" with Agreements with the City for providing distinct services to the City. These are the Over Sixty Center (same request in prior years); the humane Society, requesting an additional $6,000; the CVB; and the Chamber of Commerce. The CVB and the Chamber have a little bit different situations than a straight renewal of an Agreement. These will be discussed at the meeting. I just received an update from the chamber of Commerce and have added it to their section (at the end) in the packet with the prior information. It is dated June 5, 2020."

   Over 60 Center **$21,000.00**

   Mr. Short discussed the request from the Over 60 Center. Mr. West moved to send the request to council for approval. Motion carried.

   Humane Society: Robin Smith and Teresa Smith **$36,000.00**

   Mr. Collier moved to send the contract to council for approval. Motion carried.

   Convention & Visitors Bureau: Stephanie Howard, Anthea Harbin, Kim Bausinger, and Becky Andrews **$102,000.00** Lodging Fund

   This contract includes distribution of monthly collections to the CVB instead of a set amount. Mr. West moved to send the contract to council for approval. Motion carried.

Chamber of Commerce: Mark Elliff and Roy Mason $113,000.00

Mr. Short explained this contract is between the City of Carthage and the Carthage Chamber of Commerce. If approved, it would be the responsibility of the City to fund the contract whether CWEP participated in funding the contract or not. Mr. West moved to send the contract with the new proposal of $113,000 to council for approval. Motion carried.

2. **Consider and discuss a Resolution Amending the 2019 - 2020 Annual Operating and Capital Budget for the City of Carthage.**

"This resolution proposes adjustments to two funds. The first incorporates the last Council action approving a grant to the City from the Missouri Department of Natural Resources for Carthage Historic Preservation (CHP) to organize and host a Historic Preservation based Flooring Restoration Educational Program for local property owners, residents, business, institutions, prospective owners and the public. The City will not be out any money as the match for the grant will be provided by CHP. The Council approved the Agreement with DNR with the adoption of Resolution 1906 approved at the May 26, 2020 Council meeting. The funds will flow through the City's book and therefore require an appropriation. The second, provides an adjustment for the Public Works Department not to exceed $40,000. This is primarily due to projects that required some sort of engineering that were not assignable to a specific budgeted project. This would be a supplemental appropriation from the General Fund's unallocated and unassigned fund balance."

Mr. Short discussed that this ordinance was to amend the budget to include the Flooring Restoration Education Program sponsored by the Carthage Historic Preservation and additional engineering expenses in the Public Works Department. Mr. Collier moved to send the Resolution to council for approval. Motion carried.

3. **Staff Reports.**

*"**Sales Tax Numbers**: receipts for the General Fund Sales Tax (1%) for June showed an increase of 23.35% from the same month last Fiscal Year. This amounted to approximately $49,296 more than the same month last year. This is the final month of the fiscal year and, the seventh month of collections which were higher than last year's total reported Sales Tax collections. Overall the General Fund Sales Tax (1%), came in over 2.46% than the same time last year. We believe this is the COVID-19 spike we have been anticipating. The report is included. **Revised Budget Hearings:** Included is an updated Budget (Schedule) Calendar. Meetings will take place with CWEP for approval of their budget at the July Committee meeting. Hearings with Department heads will take place August 19, 2020. Also included is the **(Unaudited) May Summary Revenue & Expense Report.** The Committee received the full report electronically from the City Clerk, We have a department that will need a small adjustment by year end due to operational and project costs. We may be able to have this available by the Committee meeting, if not we'll at least get it prepared for the June 23, 2020 Council meeting. At this point, the overall General Fund, based on budget estimates, looks in good shape for year end, all things considered. **The May Pooled Investment Report is also included.** In part, due to actions associated with the movement of funds to a new Bank, there was not reported activity."*

Mr. Short reviewed sales tax revenues which have exceeded budget. The financial reports were reviewed noting total revenues are above projections and total expenses are below projections.

4. **Other Business.** None

ADJOURNMENT: The meeting adjourned at 7:07 P.M. on motion by Mr. Collier.

Respectfully submitted,
Traci Cox

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS
TUESDAY, JUNE 9, 2020
5:00 p.m.

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

OTHER COUNCIL MEMBERS:

OTHERS PRESENT: City Administrator Tom Short, City Clerk Traci Cox, Police Chief Greg Dagnan, Seth Thompson and Craig Diggs.

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. Barlow, the minutes of the May 26, 2020 meeting were approved 3-0.

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

NEW BUSINESS:

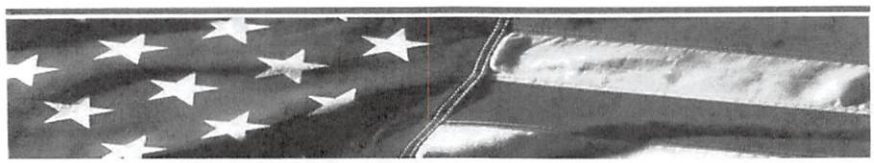
1. **Staff Reports:** Mr. Short reported Anthem has stated they will issue a 10% credit based on the April invoice in response to helping out municipalities during the pandemic. This credit will appear on the October or November statement.

2. **Member Reports:** Mr. Barlow inquired into the status of the salary study. Mr. Short advised that the salary study is not finished.

ADJOURNMENT: Mr. Barlow made a motion to adjourn at 5:09 PM. Motion carried 3-0.

Traci Cox
City Clerk

City of Carthage



Public Safety Committee – Minutes

Meeting Date: June 15, 2020 | **Meeting Location:** Virtual Meeting

Call to Order: Chairman Harrison | **Time Called to Order:** 5:30pm

Attendance:
Chairman Harrison, Councilman Snow, Councilman Barlow, Councilman Thompson, Chief Williams, Chief Dagnan, Morgan Housh, Tom Short, Mark Elliff, Abi Almandinger, Kip Smith,

OLD BUSINESS

Councilman Snow made the motion to accept the minutes from the previous meeting as written. Motion passed.

CITIZEN PARTICIPATION

1. Mark Elliff is requesting streets to be closed and vacated as past years for the Maple Leaf on October 16, 2020; the night before the Maple Leaf Parade. Attached are the outlined streets and times. This year the vendors will be staging at the First Christian Church parking lot before bringing them up to the Square. The Chamber will continue to monitor the current situation with the Coronavirus and work with Chief Williams and Chief Dagnan. They have set a date of September 1st as the final day to know if the Maple Leaf festivities will continue or be canceled for the year. Councilman Snow made a motion to approve the street closures and vacate streets for Maple Leaf as in years past on contingency that the festivities will be held. Motion passed.

2. Mark Elliff is requesting street closures for the 2nd year of Music Under the Maples. The event will be held on October 10th at 2:00pm. He is requesting 7th street between Garrison and Lyon & Lyon Street between 7th and Chestnut. This is the same closures as Food Truck Friday. Councilman Snow made a motion to approve the street closures same as last year for the Music Under the Maples pending September 1st decision to continue with Maple Leaf festivities. Motion passed.

3. Abi Almandinger requested that city sidewalks be taken off the agenda. At this time, they are not prepared to discuss.

4. Abi Almandinger discussed with the committee how Vision Carthage would like to make the lighting of the Mayor's Christmas tree a bigger event. The Christmas Parade itself is put on by the Tech Center however, they are working with Mark Sponaugle, who runs the program, to make it a bigger event. A committee is working together on the event. They are requesting the Square in its entirety to be closed and vacated from 2:00pm to 8:00pm on Monday, December 7, 2020 due to a series of activities they have planned to hold throughout that timeframe leading up to the Christmas Parade. The actual activities will start at 4:00pm. The committee discussed with Abi that she will need to check on liability insurance and she agreed to look into. Councilman Snow made the motion to approve the closing and vacating of the Square on December 7, 2020 from 2:00pm to 8:00pm for the Mayor's Christmas Tree Lighting event pending there is proper liability insurance. Motion passed.

5. Daniel Comer was not able to make the meeting so Chief Dagnan presented what he knew to the committee on the Maple Leaf Car Show. Daniel sent an email explaining what he was requesting to Chief. The Maple Leaf Car Show Cruise Night will be held on Friday October 16,

2020 from 5:00pm to 9:00pm. He is requesting the use of Grant Street from 2nd Street to 4th Street from Howard to Lyon & S Main from 3rd Street to 4th Street (the East, North, and West sides of the Square). The committee discussed the event and how it has taken place for multiple years but would like to make sure that all details are fully worked out and everyone has complete understanding of how the event is to flow. Councilman Seth Thompson made the suggestion to get with Daniel and discuss the flow and few concerns of the committee. The committee agreed that it was a good idea and tabled the item. Chief Dagnan will get with Daniel and report to the committee. No motion was made.

6. Kip Smith spoke with the committee regarding the 2nd Carthage Paddle Battle. Kip is requesting the same as last year. The event will be held on Friday July 24th and Saturday July 25th. He is requesting the placement of traffic barricades at two designated pointed points for duration, the Fire Department to bring rescue boat and monitor the races, police officers on Friday for the Food Truck and live music from 7:00pm to 12:00am and Saturday from 12:00am to 3:00pm due to the sale of beer, and also suspend noise ordinance on July 24th from 7:00pm to 12:ooam. Councilman Snow made a motion to approve the Street closures, closure of the park on Friday July 24th from 7:00pm to 12:00am and Saturday July 25th from 12:00am to 3:00pm, have police and fire presence, and noise ordinance as requested. Motion passed.

NEW BUSINESS

1. Staff reports
    a. Fire Department
        - Chief Williams received the bid for the washer/extractor for Station 2. It came in under the approved amount for City purchasing so Chief Williams and Tom Short could approve it. The washer has been ordered.
        - The new engine is in process
        - PPE (personal protective equipment) and SCBA has been ordered to be cleared on this year's budget.
        - Due to the spike in COVID-19 cases, both CFD stations have went back to lock down and separation.
        - Updated the committee on COVID-19 numbers and monitoring. The CFD currently has proper PPE at the time.
    b. Police Department
        - Chief Dagnan updated the committee that even with the Governors opening of the State, the CPD is going on possible COVID calls as well and currently have proper PPE at the time.
        - The CPD went back to sending out updating videos for the Council on Monday, Wednesday, and Fridays.

ADJOURNMENT – Councilman Snow made a motion to adjourn. Motion passed.

Next Meeting Date: July 20, 2020
Next Meeting Location: TBD

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

PUBLIC SERVICES COMMITTEE

June 16, 2020
Zoom Meeting 5:30 PM

Members Present; Juan Topete, Ceri Otero, Mike Daugherty, James Harrison

Members Absent;

Staff Present; Tom Short, Mark Peterson, Nate Dally, and Kailey Williams

Non-Members Present: Abi Almandinger, Craig Diggs

At 5:30 P.M., Mr. Topete called the meeting to order.

Mr. Daugherty moved to approve minutes from the June 2020 meeting. Motion carried.

NEW BUSINESS:

1. **Consider and Discuss request from Kip Smith for Carthage Paddle Battle at Kellogg Lake.**
   Mr. Peterson talked with Kip smith about using Kellogg Lake for hosting the Paddle Battle. The topic was discussed briefly in the last meeting, but no formal vote was made. The set up would be the same as last year's Paddle Battle. We would provide a dumpster, trash barrels, picnic tables, create a launching area into Spring River, and provide help with set up. They had a good outcome last year, with the event raising about $5500. We will block the roads for space and safety in the park. Mr. Harrison said Kip came and talked with Public Safety the night before. They talked about closing some gates and letting people through separate gates. Mr. Topete spoke and asked about cautions with COVID with the event. Mr. Harrison said it is an outdoor event, so social distancing should not be a problem. July 24th and 25th is the date that is set currently for the event to take place. Mr. Topete asked if there was going to be any fee associated with the event and if we would recoup any of the cost. Mr. Peterson said that the event would not have any fees. That was the set up last year. Mr. Harrison said that some events are under discussion about fee structures for all events. Mr. Daugherty does not think we can legally charge without a lawsuit. It would not be fair for some people who have paid and others who have not paid. Mr. Harrison said there would be more meetings in the future to approve other events. Mr. Daugherty made a motion to approve the Paddle Battle at Kellogg Lake on July 24th and July 25th for a vote by the entire council with no recommendation by the Public Services Committee. Mr. Harrison questioned why we would do that and stated the committee needs to provide a recommendation, and the council will still discuss it at the next meeting. Mr. Daugherty withdrew his original motion wanting to send it to the council for a further vote. Mr. Harrison believes that the vote should be sent to the council. Mr. Topete

approved the withdrawal of the motion.

Mr. Harrison made a motion to approve the request from Kip Smith for Carthage Paddle Battle at Kellogg Lake to go to the City Council. Motion passed 3-1 with Mr. Topete voting against it.

2. **Consider and discuss creating a policy for issuing permits for the closing of public properties for special events.**

   Mr. Peterson visited with Tom Short about creating permits for the use of the City of Carthage properties, along with fee structures. Mr. Short noted that we wanted to set up an application for people who wish to use public property for events, and then we would issue a permit as a result of that. There would need to be further discussion on whether insurance policies would need to be in the requestors name, if it would be for minor or significant events, how we would work out restroom room situations which would pay, who would handle trash, how we would handle alcohol usage; they would all be in the permit. There would be a lot more control over the permits. Mrs. Otero noted that we need to have a system in place for the fees. Mr. Peterson said we would be evaluating the fee structure for the permitting and amenities. Mrs. Otero believes there should be a formal process for using public parks. Mr. Short noted that it would not be just limited to parks, but anything the City of Carthage owns would be added in. Mr. Peterson stated we are looking into some programs that will help with online reservations and park properties. Mr. Daugherty is on board with the idea, but he does not want to ruin anything with fees for people who haven't paid. Mr. Dally noted that we could not recover all of the costs. We need to look at the direct cost that we want to get back. Mr. Short stated it is not a moneymaker for the city; we just need to make up some of the cost. There will be a fine balance, and we need to find it. Mr. Topete noted that some people pay, and others do not. Mr. Peterson answered by saying yes that there are situations that some pay and others do not. We need consistency in all events related to fees.

STAFF REPORTS

Parks and Recreation Director- Mark Peterson

Mr. Peterson started with saying that there are concerns with some of the activities that are scheduled. There have been many people calling, wondering what is going on with the events. As far as answering the question, we are telling people the events are still happening. We will be providing signage and education of procedures for COVID-19 related safety.

Many people have called concerning July 4th, Jasper County Youth Fair, Food Truck Friday, and other large activities. We are telling people that the events are still happening.

Youth Leagues- Soccer is in the last week of games. Baseball finishes July 9th with the City Leagues and one tournament July 22-26. Softball has two more weeks and tournaments each weekend. Mr. Peterson spoke with some people telling them to go

ahead with everything and to keep implementing phase 1 rules. Mr. Peterson also asked that spectator guidance would follow a 2:1 ratio per player. We have put signage up around the areas letting people know in English and Spanish.

Memorial Hall- Mr. Peterson, Tom Short, and Mayor Rife all agreed that they should maintain the 25% capacity with the events until the local numbers suggest they move to full capacity.

Pools- The pool numbers have been staying consistent for the YMCA, and they have been staying within the 98-person capacity at Municipal and social distancing requirements at Central Park. Joplin opened up Schifferdecker this year, and it will be the only Joplin pool open for this year.

Kellogg Lake- Repairs are being made on the south railing at the Lake Pavilion. We are still working on finishing the pavilion on the north end. The Lake fountain is back up and running.

Demo Projects- All the demo projects are most likely going to be pushed back until the fall period. (Central Park bathroom, Shelter at municipal, and the driving range building)

Municipal Park- This week, we took out the backstops that were becoming a safety hazard. They began to rot and were very fragile. Some of the poles have already fallen over. Some of the teams have still been using the area for practices, and we are coordinating field time at Hallam and Fair Acres for those teams.

Freer- Some repairs are being made to some of the low spots. The repairs are on the north and south side of the east end of the drainage ditch. We received a complaint from a homeowner about a potential mosquito issue in those areas.

Griggs- This week, we are removing the concrete off the tennis courts. We are coordinating with our concrete contractor with his availability to move forward with the Pickle Ball Courts.

Central Park- Cleanup of the fountain took place recently. Drain work has been pushed back with complete repairs to the fountain drain to be done in the fall or winter after events are completed.

Fair Acres- When the boy's season ends, we will begin fence work through our contractor as long as everything with the capital projects are approved.

Civil War Museum- There has been a slight surge in numbers recently.

Golf Course- Golf numbers were down as expected. Zero events for May had the most significant impact on numbers. In June, we only have two events. July, August, September, and October are Jammed with events postponed from April, May, and June. League activity began in the first week of June. Our expenditures are very low due to

staff changes and staffing levels at the pro shop. Mr. Peterson is going to have a second interview for the Golf Operations Supervisor later this week.

Mr. Daugherty made a motion to move into closed at 6:43. Motion carried.

The committee meeting returned to the regular session at 6:54.

Mr. Daugherty made a motion to adjourn the meeting.

Motion Carried.
Meeting adjourned at 6:55 p.m.

MINUTES SPECIAL COMMITTEES AND BOARDS

Carthage CVB Board Meeting Minutes

May 13, 2020

Members Present: Anthea Harbin, Stephanie Howard, Jonathan Roberts, Becky Andrews, Kim Bausinger, Niki Cloud
Mark Elliff joined via conference call

Meeting called to order at 8:14am by Anthea at the Quality Inn & Suites, Carthage, MO.

Approval of Minutes: A motion was made by Jonathan, second from Stephanie and passed to approve minutes from the April 8, 2020 meeting.

Treasurer's Report- Copies of the Balance Sheet & Profit & Loss from April 30, 2020, were presented.
The lodging report from March and April was provided. YTD $87,085.66 on lodging tax, need to hit $102,000 by June 30.

Old Business-

Food Truck Friday-June 12, 2020 with 24 food vendors. Committee chair Kim will ask board members to help out the day of the event.

FY21 Grants-Marketing Platform Development will be due June 15, Marketing Matching Grant will be due July 15

New Business-

Community Enhancement-A motion was made by Jonathan, second by Kim and passed to earmark $10,000 for Community Enhancement grants that would be available to groups having event in Carthage.

City Liaison Report-No report, not present

Chamber Report-A decision on Maple Leaf won't be made until September 1 but planning is underway.

President Report-Anthea reported attended the budget/ways meeting with the city via conference call.

Executive Director Report-Niki submitted the FY20Q3 grant info to the MO Division of Tourism. The email niki@ecarthage.com will be forwarded to carthagecvb@gmail.com Niki's last day will be May 15.

A motion was made by Stephanie, second by Kim to adjourn the meeting at 9:15am

The next meeting will be June 10, 2020, 8am, location to be determined.

Carthage Chamber of Commerce Board of Directors

Thursday, May 21, 2020

*attending via conference call

Members present:
Roy Mason, Chair
Elizabeth Simmons, Vice Chair
Kimberly Fullerton, Treasurer *
Becky Andrews
Jeanette Clem *
Paul Eckels
Dr. Jon Haffner
Reed Hoagland *
Tom Short, ex-officio *
Scott Watson
Stephanie Howard, ex-officio *
Gregg Wolf, ex-officio *

Members absent:
Tom Flanigan, ex-officio
Robert Goar
John Lenahan
Manny Maturino

Liaisons present:

Liaisons absent:
Mike Daugherty
Jeremiah Johnson

Staff present:
Mark Elliff, Pres/Sec
Neely Myers

Guests present:
Abbi Almandinger

I. Call to Order

Chair Roy Mason called to order the regular meeting of the Board of Directors Meeting at 7:31 am on May 21, 2020 at the Carthage Chamber of Commerce.

II. Consent Agenda

Scott Watson motioned to accept consent agenda with a second from Jon Haffner. Motion passed.

III. Partner Report

a) CVB: Becky Andrews reported that they have updated the job description and advertised for a new Director. They have received several resumes and two interviews have been scheduled.

b) Ministerial Alliance: Jeremiah Johnson not present

IV. Chair Report

Chairman Mason reminded everyone of the upcoming no tax increase bond issue for the expansion of the South Tech Center and North Tech Center. The Chamber has endorsed this and encourages everyone to vote yes.

V. President Report

Elliff reported that June 1st Sally Currence will begin working at the Chamber, letter going out authorizing Taylor-Green as the CPA firm for the audit, local economic recovery is progressing,

Chamber budget should be finalized and presented to board next month and updated the Board on several legislative bills.

VI. City of Carthage Report

City Administrator Short reported that budget hearings will begin June 8th and the Council is working towards final budget readings in September.

VII. Old Business

Discussion was held regarding the contract with the City of Carthage for economic development services. The contract expires in June and the President and at least another board member will meet with the City regarding what services can be provided and attempt at working out an agreement that will work for everyone.

VIII. Adjourn

Motion by Scott Watson, second by Paul Eckels to adjourn. Motion carried.

Minutes prepared by Mark J. Elliff

AGENDAS STANDING COMMITTEES

City of Carthage

NOTICE OF MEETING

Public Safety Committee – Agenda

Monday June 15, 2020
5:30 p.m.
By Video Conference

TENTATIVE AGENDA

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting.

CITIZEN PARTICIPATION

1. Maple Leaf Parade – Mark Elliff, Collette St. Peter
2. Music Under the Maples – Mark Elliff, Trisha Swoveland
3. City Sidewalks – Abi Almandinger
4. Mayor's Christmas Tree Lighting – Abi Almandinger
5. Maple Leaf Car Show – Daniel Comer
6. Carthage Paddle Paddle – Kip Smith

NEW BUSINESS.

1. Staff reports
    a. Fire Department
    b. Police Department

ADJOURNMENT

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

POSTED: _____

BY:_____

-NOTICE OF MEETING-

PUBLIC SERVICES COMMITTEE
TUESDAY JUNE, 16TH 2020
5:30 P.M.
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 Kailey Williams Parks & Recreation Department (417) 237-7035 or k.williams@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# 834 7514 5379 with a password of 041240. This will allow you to listen to the meeting.

Old Business

1. Consider and approve 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 through this FORM. Residents who do not have internet service may call the Park office at 417-237-7035.)

New Business

1. Consider and discuss request from Kip Smith for Carthage Paddle Battle at Kellogg Lake.
2. Consider and discuss creating a policy for issuance of permits for closing of public properties for special events.

Staff reports

Other Business

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

ADJOURNMENT

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

Posted:_____

By: _____

POLICE AND FIRE PENSION COMMITTEE
Tuesday, June 23, 2020
11:30 A. M.

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. For questions, contact City Clerk Traci Cox (417) 237-7000.

Old Business

1. Accept the minutes from the previous meeting

New Business

1. Quarterly Report on Investments – Chris Calmer
2. Discuss and Approve contract with Officer CPA Firm.
3. Training Session

Other Business

Adjournment

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

Posted _____

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS
June 23, 2020
5:00 PM

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# 876 6544 8212 with a password 460044. This will allow you to listen to the meeting.

Old Business

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

Citizens Participation

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

New Business

1. Consider and Discuss rescinding authorization of withdrawal from Midwest Public Risk of Missouri's Property and Liability Programs for the 2020-2021 policy year.
2. Staff Reports

Adjournment

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

Posted _____

AGENDAS SPECIAL COMMITTEES AND BOARDS

Carthage Convention and Visitors Bureau Board of Directors

Board Meeting to be held **Wednesday June 10, 2020 at 8am, Chamber of Commerce Office**

Mission Statement: The mission of the Carthage Convention and Visitors Bureau is to develop and promote tourism and overnight stays.

Agenda	
Call to order	Anthea Harbin
Approval of Minutes of May 13, 2020 meeting	
Treasures Report	
May 31, 2020 Financials Report	Stephanie Howard
Lodging Tax Report	
Old Business	
Food Truck Friday-June	Kim Bausinger
FY 21 Grants	
New Business	
Director search update	Becky Andrews
City Liaison Report	Mike Daugherty
Carthage Chamber Report	Mark Elliff
President's Report	Anthea Harbin
Executive Director's Report	

The CVB Directors may vote to go into closed session to discuss personnel issues.

2020 Board of Directors meetings to date = 5

Anthea Harbin	5	Mishell Hoover	4
Gregg Wolf	4	Stephanie Howard	5
Jonathan Roberts	5	Manny Maturino	0
Kim Bausinger	3	Becky Andrews	3
Michael Goolsby	0	Mark Elliff	2
Mike Daugherty	0	Niki Cloud	5

Next meeting to be held July 8, 2020 – Chamber office

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 16, 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
   ◊ April Ford-E911-Grant Application
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.
   ◊ Re-Adopt the Code of Ethics Conflict of Interest Disclosure Policy.
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 12, 2020 AT 4:00 P.M. (RSMO 610.020)

Carthage
CHAMBER OF COMMERCE
Commerce • Community • Connection

Board of Directors Meeting

Thursday, June 18, 2020
7:30 a.m.

<u>Optional</u> via conference call (425) 436-6362 Access Code 235941

Vision Statement *- To foster and facilitate the success of Carthage area businesses, so our community is financially healthy and the people living, working, and playing in Carthage can enjoy a higher quality of life.*

Mission Statement *- To improve the overall business climate for our members and quality of life for the community through sponsorship of programs which promote civic and economic development, stimulate growth, and support relevant political action.*

Agenda

1. Call to Order
2. Consent Agenda Items
   a. Approval of May Minutes
   b. Financial Report
   c. Committee Reports
      i. Membership
      ii. Ambassadors
      iii. Carthage Leading Ladies
      iv. Maple Leaf
      v. Marketing/Expo & Home Show
3. Partner Reports
   a. CVB -
   b. Ministerial Alliance – Jeremiah Johnson
4. Chairman's Report
5. President's Report
6. City of Carthage Report
7. Jasper County Report
8. Old Business
   a. City Economic Development Contract
9. New Business
   a. Funding for Vision Carthage/Main Street grant match (Info sheet in packet)
   b. New bank Credit Card

c. Budget FY 2020-2021

10. Other Business

11. Strategic Planning Discussion

12. Upcoming calendar items (handout)

13. *Next Meeting - Thursday, July 16, 2020*

14. Adjourn

POSTED: _____ BY: _____

2020 Board of Directors meetings total = 4

Roy Mason	4	Robert Goar	3	Niki Cloud	3
Beth Simmons	4	Dr. Jon Haffner	3	Mike Daugherty	0
Kimberly Fullerton	4	Reed Hoagland	3	Stephanie Howard	4
Becky Andrews	4	John Lenahan	0	Tom Flanigan	3
Jeanette Clem	3	Manny Maturino	0	Jeremiah Johnson	0
Paul Eckels	3	Scott Watson	4	Tom Short	1
				Greg Wolf	3

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 23, 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 Resolutions for Jasper County E-911 for Grant Applications.
   ◊ Appoint Toby Teeter to the Industrial Development Authority Board of Directors.
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 19, 2020 AT 4:00 P.M. (RSMO 610.020)

CORRESPONDENCE

1:38 PM
06/11/20
Accrual Basis

Carthage Convention & Visitors Bureau
Balance Sheet
As of May 31, 2020

	May 31, 20	
ASSETS		
Current Assets		
Checking/Savings		
Food Truck Friday Guaranty	18,881.39	
General Funds Guaranty	88,371.90	
Petty Cash	35.57	
Reserve MMA Community National	15,367.40	
Wayfinding MMA Guaranty	8,500.27	
Total Checking/Savings	131,156.53	
Other Current Assets		
Inventory Asset	1,079.67	
Prepaid expense	2,870.62	
Total Other Current Assets	3,950.29	
Total Current Assets	135,106.82	
Fixed Assets		
Office Furnishings		
Accumulated Depreciation	-4,504.00	
Office Furnishings - Other	4,504.00	
Total Office Furnishings		0.00
Total Fixed Assets		0.00
TOTAL ASSETS		**135,106.82**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable	2,654.93	
Total Accounts Payable	2,654.93	
Total Current Liabilities	2,654.93	
Total Liabilities	2,654.93	
Equity		
Retained Earnings	132,237.52	
Net Income	214.37	
Total Equity	132,451.89	
TOTAL LIABILITIES & EQUITY		**135,106.82**

1:40 PM
06/11/20
Accrual Basis

Carthage Convention & Visitors Bureau
Profit & Loss
May 2020

			May 20	
Ordinary Income/Expense				
Income				
CVB Events				
4th of July			50.00	
Total CVB Events				50.00
Food Truck Friday Income				
FTF Food Vendor Fees			150.00	
Total Food Truck Friday Income				150.00
Jasper County MDT Grants Funds				
Marketing Matching Grant Income				
Joplin MDT Income				
Joplin Third Party Match		1,740.00		
Total Joplin MDT Income		1,740.00		
Marketing Matching Grant Income - Other		5,360.99		
Total Marketing Matching Grant Income			7,100.99	
Total Jasper County MDT Grants Funds				7,100.99
Tourism Income				
City accumulated funds			17,000.00	
Total Tourism Income				17,000.00
Total Income				24,300.99
Gross Profit				24,300.99
Expense				
Advertising and Marketing				
Jasper County Grant Expenses				
Marketing Matching Grant				
Carthage reimbursed MDT expense		666.66		
Joplin reimbursed MDT expenses		3,480.00		
Marketing Matching Grant - Other		750.00		
Total Marketing Matching Grant		4,896.66		
Total Jasper County Grant Expenses			4,896.66	
Advertising and Marketing - Other			954.19	
Total Advertising and Marketing				5,850.85
Communications				
Internet/Email			10.00	
Telephone			147.40	
Website			50.00	
Total Communications				207.40
Dues,Subscriptions and Fees				54.00
Miscellaneous				26.60
Monthly Cell Phone Stipen				50.00
Payroll Expenses				
Payroll Taxes			135.98	
Payroll Expenses - Other			1,771.06	
Total Payroll Expenses				1,907.04
Professional Fees				1,097.80
Rental Agreement				800.00

Carthage Convention & Visitors Bureau
Profit & Loss
May 2020

	May 20	
Travel Expense		
Mileage Reimbursement	35.00	
Total Travel Expense		35.00
Total Expense		10,028.69
Net Ordinary Income		14,272.30
Other Income/Expense		
Other Income		
Interest Income		2.67
Total Other Income		2.67
Net Other Income		2.67
Net Income		**14,274.97**

Summary of May 2020 Financial Report
Carthage Chamber of Commerce

The Carthage Chamber of Commerce finished the month of May with a net loss of -$3,839.46 compared to a budgeted amount of -$1,684.73. Year to date net income was $40,939.42 compared to a budgeted amount of $24,122.03. Some of the highlights for May are as follows:

1. Income was $12,587.68 compared to budget of $19,527.48. The following were the major reasons for the decrease.
   (a) Directory royalty was $6,000 less than budget due to timing.
   (b) Sponsorships were $500 less than budget due to timing.

2. Expenses were $14,762.14 compared to budget of $21,212.21. The following were the major reasons for the decrease.
   (a) Advertising was $3,559 under budget.
   (b) Repairs were $400 under budget.
   (c) Total food and drinks were $432 under budget.
   (d) Salaries were $563 under budget.

3. The above also carried over to the Year to Date bottom line as well.

11:34 AM
06/09/20
Accrual Basis

Carthage Chamber of Commerce
Profit & Loss
May 2020

	May 20	
Ordinary Income/Expense		
Income		
Economic Development contract		9,839.58
Interest incomes		65.60
Membership dues		
New member	420.00	
Renewal	1,792.50	
Total Membership dues		2,212.50
Miscellaneous Income		70.00
Tenant Agreement		400.00
Total Income		12,587.68
Gross Profit		12,587.68
Expense		
Car allowance		200.00
Depreciation Expense		667.01
Equipment lease		192.73
Insurance - health		949.82
Internet & website		59.99
Miscellaneous expense		17.00
Office supplies		
Office equipment	120.00	
Office supplies - Other	165.60	
Total Office supplies		285.60
Printing		-219.37
Repairs & maintenance		416.50
Salaries & wages		
Payroll taxes	564.64	
Salaries & wages - Other	10,418.04	
Total Salaries & wages		10,982.68
Utilities		691.18
Write Offs		519.00
Total Expense		14,762.14
Net Ordinary Income		-2,174.46
Other Income/Expense		
Other Income		
Non-renewals		-1,665.00
Total Other Income		-1,665.00
Net Other Income		-1,665.00
Net Income		**-3,839.46**

11:34 AM
06/09/20
Accrual Basis

Carthage Chamber of Commerce
Balance Sheet
As of May 31, 2020

	May 31, 20
ASSETS	
Current Assets	
Checking/Savings	
General Checking	37,550.82
Maple Leaf Equity	59,327.80
Money Market	171,566.89
Petty Cash	200.00
Total Checking/Savings	268,645.51
Accounts Receivable	
1200 · Accounts Receivable	34,537.91
Total Accounts Receivable	34,537.91
Other Current Assets	
Prepaid Insurance - Business	5,355.17
Total Other Current Assets	5,355.17
Total Current Assets	308,538.59
Fixed Assets	
Accumlated Depreciation	-109,823.23
Building	292,890.82
Building Improvements	12,795.41
Land	28,000.00
Office Equipment	16,742.38
Total Fixed Assets	240,605.38
TOTAL ASSETS	**549,143.97**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	-376.00
Total Accounts Payable	-376.00
Other Current Liabilities	
Accrued PTO	2,196.10
Due to Maple Leaf	33,500.00
2100 · Payroll Liabilities	11,363.09
Total Other Current Liabilities	47,059.19
Total Current Liabilities	46,683.19
Long Term Liabilities	
UMB Building Loan	65,247.90
Total Long Term Liabilities	65,247.90
Total Liabilities	111,931.09
Equity	
3900 · Retained Earnings	396,273.46
Net Income	40,939.42
Total Equity	437,212.88
TOTAL LIABILITIES & EQUITY	**549,143.97**

11:39 AM
06/09/20
Accrual Basis

Carthage Chamber of Commerce
Profit & Loss Budget vs. Actual
July 2019 through May 2020

	Jul '19 - May 20	Budget	$ Over Budget
Ordinary Income/Expense			
Income			
Directory	6,000.00	6,000.00	0.00
Donations	0.00	0.00	0.00
Economic Development contract	108,235.38	108,235.42	-0.04
Interest incomes	789.79	733.33	56.46
Maple Leaf income	63,530.90	54,974.65	8,556.25
Membership dues			
New member	8,485.00	7,596.50	888.50
Renewal	85,433.84	89,827.00	-4,393.16
Total Membership dues	93,918.84	97,423.50	-3,504.66
Miscellaneous Income	732.10	0.00	732.10
Postage	0.00	25.00	-25.00
Printing & copying	0.00	67.00	-67.00
Registration fees			
Christmas open house	325.00	1,550.00	-1,225.00
Expo Booth Fee	12,602.50	15,000.00	-2,397.50
Mulligans	0.00	0.00	0.00
Putting contest	0.00	0.00	0.00
Quarterly Luncheon	336.00	750.00	-414.00
Sidewalk Sale	0.00	0.00	0.00
Team fee	0.00	0.00	0.00
Ticket Sales	11,459.96	10,350.00	1,109.96
Registration fees - Other	2,340.00	3,620.00	-1,280.00
Total Registration fees	27,063.46	31,270.00	-4,206.54
Sponsorships			
Annual Banquet Sponsorship	17,700.00	14,000.00	3,700.00
Beverage	0.00	0.00	0.00
Bowling Sponsor	0.00	0.00	0.00
Business After Hours	1,150.00	1,300.00	-150.00
Complimentary sponsorship	1,026.00	1,000.00	26.00
Eggs & Issues	250.00	250.00	0.00
Expo Sponsorship	3,150.00	7,000.00	-3,850.00
Friday Coffee	0.00	600.00	-600.00
Golf contest	0.00	0.00	0.00
Golf Grand	0.00	0.00	0.00
Golf hole	0.00	0.00	0.00
Newsletter	592.50	0.00	592.50
Quarterly Luncheon Sponsor	125.00	450.00	-325.00
Sponsorships - Other	1,480.00	2,000.00	-520.00
Total Sponsorships	25,473.50	26,600.00	-1,126.50
Tenant Agreement	4,400.00	4,400.00	0.00
Total Income	330,143.97	329,728.90	415.07
Gross Profit	330,143.97	329,728.90	415.07
Expense			
Advertising & publicity			
Signs	651.00	250.00	401.00
Advertising & publicity - Other	11,966.05	18,210.00	-6,243.95
Total Advertising & publicity	12,617.05	18,460.00	-5,842.95
Awards & prizes			
Flight prizes	0.00	0.00	0.00
Awards & prizes - Other	1,033.54	2,150.00	-1,116.46
Total Awards & prizes	1,033.54	2,150.00	-1,116.46

Carthage Chamber of Commerce
Profit & Loss Budget vs. Actual
July 2019 through May 2020

	Jul '19 - May 20	Budget	$ Over Budget
Bank & credit card fees			
Equipment Fees	0.00	0.00	0.00
Bank & credit card fees - Other	691.35	581.35	110.00
Total Bank & credit card fees	691.35	581.35	110.00
Car allowance	2,200.00	2,200.00	0.00
Contract services	1,335.58	880.00	455.58
Depreciation Expense	7,337.11	7,337.11	0.00
Dues & subscriptions	3,545.99	3,929.17	-383.18
Equipment lease	2,971.31	2,924.17	47.14
Facility use fees			
Greens/carts	0.00	0.00	0.00
Room & setup fees	4,672.50	6,107.84	-1,435.34
Facility use fees - Other	200.00	0.00	200.00
Total Facility use fees	4,872.50	6,107.84	-1,235.34
Food & drinks			
Appetizers/snacks	66.34	0.00	66.34
Beverages	0.00	90.00	-90.00
Breakfasts	0.00	80.00	-80.00
Dinners	11,760.00	12,935.00	-1,175.00
Lunches	55.90	148.41	-92.51
Teacher luncheon	600.00	500.00	100.00
Food & drinks - Other	427.99	1,088.87	-660.88
Total Food & drinks	12,910.23	14,842.28	-1,932.05
Insurance - business	4,656.50	5,700.00	-1,043.50
Insurance - health	8,585.47	15,220.33	-6,634.86
Interest expense	3,623.97	3,565.83	58.14
Internet & website	3,818.60	2,016.67	1,801.93
Maple Leaf expense	37,167.37	40,000.00	-2,832.63
Meals & entertainment	2,844.72	5,053.34	-2,208.62
Mileage	893.66	946.00	-52.34
Miscellaneous expense	101.32	916.67	-815.35
Office supplies			
Office equipment	2,585.59	3,106.11	-520.52
Office supplies - Other	1,747.91	1,516.67	231.24
Total Office supplies	4,333.50	4,622.78	-289.28
Postage & delivery	1,819.19	1,230.00	589.19
Printing	4,123.75	5,564.21	-1,440.46
Professional fees	7,125.00	8,000.00	-875.00
Repairs & maintenance	9,920.83	4,400.00	5,520.83
Salaries & wages			
Employer retirement contributio	2,954.58	3,821.75	-867.17
Payroll taxes	17,768.86	10,533.23	7,235.63
Salaries & wages - Other	113,344.74	116,481.75	-3,137.01
Total Salaries & wages	134,068.18	130,836.73	3,231.45
Scholarships	0.00	1,250.00	-1,250.00
Seminars & conferences	3,277.35	1,900.00	1,377.35
Taxes & licenses	411.01	200.00	211.01
Travel			
Airfare	591.00	1,400.00	-809.00
Lodging	1,398.12	1,355.72	42.40
Travel - Other	0.00	100.00	-100.00
Total Travel	1,989.12	2,855.72	-866.60

Carthage Chamber of Commerce
Profit & Loss Budget vs. Actual
July 2019 through May 2020

	Jul '19 - May 20	Budget	$ Over Budget
Utilities	7,571.35	9,166.67	-1,595.32
Write Offs	909.00	2,750.00	-1,841.00
66900 · Reconciliation Discrepancies	20.00	0.00	20.00
Total Expense	286,774.55	305,606.87	-18,832.32
Net Ordinary Income	43,369.42	24,122.03	19,247.39
Other Income/Expense			
Other Income			
Non-renewals	-2,430.00	0.00	-2,430.00
Total Other Income	-2,430.00	0.00	-2,430.00
Net Other Income	-2,430.00	0.00	-2,430.00
Net Income	**40,939.42**	**24,122.03**	**16,817.39**

Monthly Committee Reports

June 2020

Membership - With 1 new (C'est la Vie Photography) and no dropped members we finished the month of May up 1 members (447 members) from April 2020 (net $180) and up 17 from the same month in 2019 (net gain $3705).

Ambassadors – No meeting since last Board meeting. We held our first Monday Member Meet-up since March in the parking lot June 9 with pretty good attendance.

Carthage Leading Ladies –We will host a virtual meeting with Chamber member and author Jen Kirby to discuss her book and workplace culture as soon as we can get on her schedule.

Maple Leaf – Pageant and parade apps have been opened. The brochure in the process of proof 1. The official artwork has been sent to the t-shirt company to being work on the merch.

Marketing/Expo & Home Show – A directory printing company has been chosen and preliminary conversation about the 2021 directory has commence. Virtual meetings have been set up for several committees and regularly meeting groups including Leads Groups and Non-profit Network to continue support of the membership. July 17, the Chamber will host a North to South "Grand Re-opening" for Carthage beginning at Boomer, then headed to the Square, Chamber, Round-a-bout, and ending at Mercy. That evening the Front-Page News Band will perform at Central Park and Chamber members Spring River Cattle Company, Island Vibes, and the Popcorn Guy will sell food. On September 11, the Chamber will host its annual Birthday Party and Community Thank You in the parking lot of the Chamber. Neely is still working on a sponsorship package for selling moving forward for budgeting and time management purposes.

Carthage Economic Development Activity Report

April 2020

**The operations of the City's economic development programs are to serve the Carthage area and the general public through promotion of economic development, job creation, capital investment, and business expansion. This report will include, but not be limited to, information concerning the program'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. 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.*

Members of the City Council:

April continued to be a challenge regarding economic activity. As the City continued the shutdown, fortunately many businesses found ways to continue their business while abiding by the mandates. In discussion with several local bankers, there were many first round Paycheck Protection Program loans applied for and granted. This greatly helped keeping many of the smaller business employees working. After depleting the funding within 2 weeks, on April 24, 2020, the Paycheck Protection Program and Health Care Enhancement Act added $310 billion of funding for loans to be made under the PPP, $60 billion of which is set aside for PPP loans from small banks, community financial institutions, and credit unions. However, on the second round of the loan program, one local banker reported that some of the requirements have tightened up on the reporting side. This may influence future applications. We hope to have a total of the loans that were distributed to Carthage in the next report.

The Chamber developed a Facebook page "Carthage Is Open" in March to promote local businesses that are remaining open under the current State and City mandates. There are over 1500 members subscribing to this page and posts continue to increase regarding announcements on open businesses, revised hours, services offered, etc. This has been an invaluable service to the community and continuing to promote economic growth in our community. The Chamber continued contacting many businesses in Carthage to get input from them on how the current situation is affecting them and concerns they have.

On March 31st, Justin Brands closed both the Carthage and Cassville, MO operations which affected 171 employees in Carthage. Leggett and Platt Branch One temporarily laid off 422 employees and in April reported another 215 layoffs at Flexolators. Butterball Foods continues hiring for their local operation and Schreiber Foods is operating at full capacity. Other industries in Carthage are still operating with safety precautions in place.

The following is a summary from an article by KC Mathews, Executive Vice President and Chief Investment Officer for UMB Investments regarding the recovery of the economy:

> "All the economic data suggests that a recession is upon us and the National Bureau of Economic Research, the official recession declarers, will likely tell us it started in March. We do anticipate the recession will be short-lived and the recovery will be slow and steady, taking the shape of an upward sloping "L". Due to pent-up demand and abundant stimulus, U.S. GDP may see an

impressive rebound in a single quarter. However, on a sustainable basis, we forecast that the recovery will be slow and steady into 2021. Let's not forget that pre-crisis, potential GDP was approximately 2%, driven by the labor force growth rate and productivity gains. That hasn't changed."

Schreiber – Due to the COVID-19 issues and the uncertainty of how the economy is going to rebound, Schreiber has made the decision to put the Carthage project on hold. A timeframe has not been finalized but most likely up to a year is what was discussed regarding continuing the option on the real estate. Schreiber met with their investors, the landowners, and advisors to update them on this decision. Companywide, Schreiber has canceled some projects so being on hold is good news for Carthage. Communication with Schreiber will continue to remain up to date as to when the project will proceed.

Other items-Business continued as close to normal as possible for the Chamber in providing services to the community. The lobby was closed however we split our staff where our Director of Membership and Marketing worked from home remotely and the President and Director of Finance and Operations worked at the office. This was to make sure that at least one person would be able to continue operations of the Chamber is one of the others became ill. Additionally, we made it a point to eat at many of the local restaurants that were open to help support them during this time.

Carthage Economic Development Activity Report

May 2020

**The operations of the City's economic development programs are to serve the Carthage area and the general public through promotion of economic development, job creation, capital investment, and business expansion. This report will include, but not be limited to, information concerning the program'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. 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.*

Members of the City Council:

The "Carthage Is Open" Facebook Page has over 1500 followers and the active posts continue promoting our local businesses. This is an opportunity for all businesses in or serving Carthage to promote their business. We will continue to monitor and use this communication source as it remains effective.

May again continued to be a challenge regarding economic activity but showed signs of progress. While there continues to be disagreement over the U S unemployment rate calculation, locally businesses and industries began to ramp up. Additionally, Leggett and Platt Branch One is hiring for positions as well. This is a good sign that we should be on a quicker recovery than was originally expected. This does not mean that we will not have bumps in the road of recovery ahead.

CBL and Associates, the company that owns the Joplin North Park Mall stated that they are concerned about their future due to skipped rent payments throughout their operations. They currently own 108 properties. DLC Management Corporation stated that 80% to 90% of tenants not paying rent are national brand companies while the local mom and pop stores are trying their best to make the payments. One reason that the local businesses work harder to make ends meet is because of their local reputation risk.

A recent blog by KC Mathews, EVP and Chief Investment Officer for UMB, he states "U.S. first quarter GDP shrank by 5.0%, with the U.S. economy shut down for only 16 days in the quarter. A massive contraction is expected in the second quarter, with GDP anticipated to be down 26%. To put that in perspective, during the Great Recession, in the fourth quarter of 2008, GDP declined 8.2%. We do expect a significant rebound in the second half of 2020." Again, the uncertainty is if the virus will rebound in the fall and what effect it will have.

Other items-We were contacted by a local businessperson who was inquiring about property available for new housing construction. This was a very preliminary discussion as they are in the process of gathering their cost estimates and other development expenses. The property is not currently located within the City limits and will need to be annexed in. The tract of land has been considered for annexation before.

Additionally, we received another inquiry from an out of state realtor looking for potential space for his client. They are interested in about 3000 square feet and we put him in touch with a property owner in Carthage.

Vision Carthage Funds Request

Recently, Vision Carthage applied for a Community Empowerment Grant in connection with the Missouri Main Street Program. This two-year grant will help with the following:

- Provide training for the Main Street Four-Point Approach, which offers a blueprint for bringing downtown back to life.
- The Main Street Approach incorporates activities in four distinctive areas:

Organization: Including everyone in the community to build enough people, funds, and local enthusiasm to implement the program.
Promotion: Market the district and community through a series of aggressive, targeted activities such as special events and festivals, which highlight the local culture, art, music, dance, and traditions that give each community its unique identity.
Design: The physical appearance of a historic commercial district sets it apart from any other. A physically attractive district appeals to shoppers, residents, visitors, and potential investors. The design philosophy is based on the historic preservation ethics and strives to improve the appearance of all physical things in the revitalization program area, including buildings, signs, public art, and window displays. Design also includes streets, sidewalks, parks, and other public infrastructure.
Economic Vitality: The revitalization program is based on the success of existing businesses and strives to make them better, while recruiting new investors to the district who will complement the current business mix. Economic Vitality analyzes regional and local market forces that impact the district, to develop long-term solutions and prepare the district to thrive.

- This grant will also provide technical assistance and training to Vision Carthage and services include: Town Hall Meetings, Organizational Visits, Survey Work & Data Collection, Specialized Technical Services Consultation, Training and Reference Materials, Networking

Carthage Chamber of Commerce
Profit & Loss Budget Overview
July 2020 through June 2021

	Total Chamber	Economic Development	Maple Leaf Festival	TOTAL
	Jul '20 - Jun 21	Jul '20 - Jun 21	Jul '20 - Jun 21	Jul '20 - Jun 21
Ordinary Income/Expense				
Income				
Directory	4,000.00			4,000.00
Economic Development contract		112,999.92		112,999.92
Interest incomes	800.04			800.04
Maple Leaf income			50,000.00	50,000.00
Membership dues				
New member	7,000.00			7,000.00
Renewal	90,000.00			90,000.00
Total Membership dues	97,000.00			97,000.00
Miscellaneous income	0.00	0.00		0.00
Postage	0.00			0.00
Printing & copying	0.00			0.00
Registration fees				
Christmas open house	1,500.00			1,500.00
Expo Booth Fee	15,000.00			15,000.00
Quarterly Luncheon	750.00			750.00
Ticket Sales	11,350.00			11,350.00
Registration fees - Other	3,880.00			3,880.00
Total Registration fees	32,480.00			32,480.00
Sponsorships				
Annual Banquet Sponsorship	15,000.00			15,000.00
Business After Hours	1,400.00			1,400.00
Complimentary sponsorship	0.00			0.00
Eggs & Issues	250.00			250.00
Expo Sponsorship	6,000.00			6,000.00
Friday Coffee	375.00			375.00
Newsletter	1,000.00			1,000.00
Quarterly Luncheon Sponsor	450.00			450.00
Sponsorships - Other	1,000.00			1,000.00
Total Sponsorships	25,475.00			25,475.00
Tenant Agreement	4,800.00			4,800.00
Total Income	164,555.04	112,999.92	50,000.00	327,554.96
Gross Profit	164,555.04	112,999.92	50,000.00	327,554.96
Expense				
Advertising & publicity				
Signs	100.00			100.00
Advertising & publicity - Other	2,800.00	10,000.00		12,800.00
Total Advertising & publicity	2,900.00	10,000.00		12,900.00
Awards & prizes	2,150.00			2,150.00
Bank & credit card fees				
Equipment Fees	0.00			0.00
Bank & credit card fees - Other	750.00			750.00
Total Bank & credit card fees	750.00			750.00
Car allowance	800.00	1,600.00		2,400.00
Contract services	1,230.00	0.00		1,230.00
Depreciation Expense	8,004.12			8,004.12
Dues & subscriptions	1,600.00	1,325.00		2,925.00
Equipment lease	1,650.00	1,650.00		3,300.00
Facility use fees				
Room & setup fees	5,590.00			5,590.00
Total Facility use fees	5,590.00			5,590.00
Food & drinks				
Appetizers/snacks	0.00	0.00		0.00
Beverages	0.00	0.00		0.00
Breakfasts	100.00			100.00
Dinners	460.00	0.00		460.00
Lunches	549.92	300.00		849.92
Teacher luncheon	150.00			150.00
Food & drinks - Other	0.00			0.00
Total Food & drinks	1,259.92	300.00		1,559.92

Carthage Chamber of Commerce
Profit & Loss Budget Overview
July 2020 through June 2021

	Total Chamber	Economic Development	Maple Leaf Festival	TOTAL
	Jul '20 - Jun 21	Jul '20 - Jun 21	Jul '20 - Jun 21	Jul '20 - Jun 21
Insurance - business	3,048.00	3,120.00		6,168.00
Insurance - health	3,504.00	10,848.63		14,352.63
Interest expense	1,891.45	1,200.00		3,091.45
Internet & website	2,004.00	1,200.00		3,204.00
Maple Leaf expense			35,000.00	35,000.00
Meals & entertainment	17,072.97	600.00		17,672.97
Mileage	1,144.73	0.00		1,144.73
Miscellaneous expense	442.03	0.00		442.03
Office supplies				
Office equipment	3,000.00	1,531.62		4,531.62
Office supplies - Other	1,200.00	926.91		2,126.91
Total Office supplies	4,200.00	2,458.53		6,658.53
Postage & delivery	1,131.10	0.00		1,131.10
Printing	5,297.43	180.61		5,478.04
Professional fees	3,000.00	5,000.00	0.00	8,000.00
Repairs & maintenance	3,000.00	1,613.58		4,613.58
Salaries & wages				
Employer retirement contributio	2,820.00	2,247.92		5,067.92
Payroll taxes	6,183.00	4,938.96		11,121.96
Salaries & wages - Other	73,491.00	56,197.92		129,688.92
Total Salaries & wages	82,494.00	63,384.80		145,878.80
Scholarships	1,000.00			1,000.00
Seminars & conferences	1,500.00	1,000.00		2,500.00
Taxes & licenses	200.00	0.00		200.00
Travel				
Airfare	0.00	0.00		0.00
Lodging	1,200.00	1,200.00		2,400.00
Travel - Other	0.00	1,200.00		1,200.00
Total Travel	1,200.00	2,400.00		3,600.00
Utilities	5,000.04	4,999.92		9,999.96
Write Offs	0.00			0.00
66900 · Reconciliation Discrepancies	0.00			0.00
Total Expense	163,063.79	112,881.27	35,000.00	310,945.06
Net Ordinary Income	1,491.25	118.65	15,000.00	16,609.90
Other Income/Expense				
Other Income				
Non-renewals	1,200.00			1,200.00
Total Other Income	1,200.00			1,200.00
Net Other Income	1,200.00	0.00	0.00	1,200.00
Net Income	2,691.25	118.65	15,000.00	17,809.90

"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.