

1. Agenda

Documents:

[CITY COUNCIL AGENDA 09 08 20.PDF](#)

2. Minutes

Documents:

[CITY COUNCIL MINUTES 09 08 20.PDF](#)

3. Meeting Materials

Documents:

[CITY COUNCIL PACKET 09 08 20.PDF](#)

**COUNCIL AGENDA
CITY OF CARTHAGE, MISSOURI
TUESDAY, SEPTEMBER 8, 2020
COUNCIL CHAMBERS
6:30 P.M.**

1. Call to Order
2. Invocation
3. Pledge of Allegiance to Flag
4. Calling of the Roll
5. Reading and Consideration of Minutes of Previous Meeting
6. Presentations/Proclamations
7. Public Comments
(Each person addressing the Council shall state their name and address or the organization or firm represented and is limited to no more than five (5) minutes. The time may be extended by the chair if deemed necessary. Once a person has had their say on a particular issue they are not permitted to once again speak on the issue unless called to answer any further questions by the Council or Chair)
8. Reports of Standing Committees
9. Reports from Special Committees and Board Liaisons
10. Report of the Mayor
11. Reports/Remarks of Councilmembers
(Each Councilmember is limited to no more than two (2) minutes. The time may be extended by the Chair if deemed necessary. Once a Councilmember has had their say on a particular issue they are not permitted to once again speak on the issue unless permitted by the Chair)
12. Administrative Reports
13. Report of Claims Presented Against the City
14. Public Hearings
15. Old Business
 1. **C.B. 20-41** – An Ordinance authorizing the Mayor to sign a Facilities Study and Environmental Documentation Agreement (Contract No. DE PM75-20SW00798) between the United States Department of Energy, Southwestern Power Administration (SWPA) and the City of Carthage, Missouri related to the addition of a transformer at Southwestern's Carthage Substation for use by the City of Carthage, Missouri. (CWEP)
 2. **C.B. 20-42** – An Ordinance authorizing the Mayor to execute a Memorandum of Understanding between the City of Carthage and the Jasper County Sheriff's Office providing for prisoner housing for inmates with municipal charges. (Public Safety)
16. New Business

1. **C.B. 20-44** – An Ordinance adjusting the solid waste collection rates in the City of Carthage pursuant to the contract agreement entered into the 1st day of October 1, 2019, and terminating September 30, 2024, by and between the City of Carthage, Missouri, a municipal corporation, and Republic Services of Galena, Kansas. (Public Works)
2. **C.B. 20-45** – An Ordinance authorizing the Mayor to execute a contract between the City of Carthage, Missouri and Robert C. Yapp, President, Preservation Resources, Inc. (PR!), 521 Bird Street, Hannibal, Missouri 63401, for to conduct a hands-on workshop called “Passive Floor Restoration” on October 9, 10, and 11, 2020 at the Phelps House in Carthage. (Carthage Historic Preservation)

17. Mayor's Appointments

- Care Leave Committee
- Enhanced Enterprise Zone Board
- Carthage Affordable Housing Task Force

18. Resolutions

1. **Resolution 1911** – A Resolution authorizing the Mayor to execute an Agreement for Training and Uniform Reimbursement for Police Officers between the City of Carthage and Wesley Eckols. (Insurance, Audit & Claims)
2. **Resolution 1912** – A Resolution approving the recommendation of the McCune-Brooks Regional Hospital Trust for the distribution of funds (\$20,575) from the Restricted Trust Fund to Art Feeds. (McCune-Brooks Regional Hospital Trust)
3. **Resolution 1913** – A Resolution approving the recommendation of the McCune-Brooks Regional Hospital Trust for the distribution of funds (\$20,000) from the Restricted Trust Fund to the Fair Acres Family YMCA. (McCune-Brooks Regional Hospital Trust)

19. Closing Comments

20. Executive Session

21. Adjournment

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

MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
SEPTEMBER 8, 2020

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

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

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

Mr. Armstrong made a motion, seconded by Mr. West, to approve the minutes of the August 25, 2020 Council Meeting. Motion carried unanimously.

During Citizen's Participation Period: Renay Minshew, Teresa Smith, and Judy Parton, Carthage Humane Society, discussed changes in leadership and requested support of City leadership as they continue to improve operations. Jonathon Roberts, YMCA, explained the request being considered in Resolution 1913, noting the pool services more than just the members of the YMCA. Callie Myers was introduced as the new CVB Director. Ms. Myers introduced additional staff at CVB, gave an update on grant applications, and discussed marketing and events associated with CVB.

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

Ms. Otero reported the Committee on Insurance, Audit and Claims met on this date and approved the claims. Ms. Otero made a motion, seconded by Mr. Armstrong, to approve the job titles and pay grades of the Administration, Court, Fire, Public Works, Street and Public Health as presented in updated job descriptions. Motion carried. Ms. Otero made a motion, seconded by Mr. Armstrong, to implement the new salary scale beginning with the September 24 pay period, and any employee beginning September 24 or after would start on Step Temporary B. Motion carried.

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

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

Mr. Armstrong reported the Public Works Committee met on September 1. Tonya Niermann with Midcontinent Equity Holdings, LLC presented a proposed housing addition

that would be constructed just off of the Loop on the south side and would be subsidized by MHDC. A letter of support was included in the packet for review. Mr. Armstrong made a motion, seconded by Mr. Diggs, to forward the letter to Missouri Housing Development Commission. The committee also approved the adjusted rate increase for Republic Services. This is being presented in C.B. 20-44.

Special Committee and Board Liaison reports were given by Ms. Otero for the Carthage Humane Society and HSTCC, Mr. Diggs for the Carthage Tree Board and Kellogg Lake Board, Mr. West for the Jasper County Commissioners, and Mr. Barlow for the Planning, Zoning and Historic Preservation.

Mayor Rife reported on speaking to Mr. Barlow's U.S. Government class.

During Reports of Council Members, Mr. Armstrong discussed his concerns with the request presented in Resolution 1912.

Fire Chief Roger Williams reported the fire engine is currently under production.

Parks and Recreation Director Mark Peterson reported Dr. David Penning and the MSSU Biology Club will host a Natural History Day at Kellogg Lake on September 26 that will showcase wildlife that can be found at Kellogg Lake.

City Administrator Tom Short reported on the following: additional job descriptions will be reviewed at the next meeting of the Insurance, Audit & Claims Committee, one application has been submitted for CARES reimbursement, FY 2021 Budget will go to committee on August 14 for perfection, activities of the Covid Task Force, conversations with Wendi Douglas regarding the flooring workshop, meetings with Public Works Director Zeb Carney regarding solid waste rate increases, the letter of support for Midcontinent Equity Holdings and an upcoming Region M meeting.

The Committee on Claims filed a report in the amount of \$2,518,421.80 against the following funds: General Revenue \$52,109.91, Public Health \$10,302.95, Lodging \$5,350.17, Civic Enhancement \$73,429.30, Golf \$8,065.11, Library \$45,000.00, Payroll \$324,164.36, and Carthage Water & Electric \$2,000,000.00. Ms. Otero made a motion, seconded by Mr. Armstrong, to accept the report and allow the claims. Motion carried.

Under Old Business, C.B. 20-41 – An Ordinance authorizing the Mayor to sign a Facilities Study and Environmental Documentation Agreement (Contract No. DE PM75-20SW00798) between the United States Department of Energy, Southwestern Power Administration (SWPA) and the City of Carthage, Missouri related to the addition of a transformer at Southwestern's Carthage Substation for use by the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 7 yeas and 0 nays. Ayes: Armstrong, Barlow, Diggs, Otero, Thompson, Topete and West. The council bill was approved and numbered Ordinance 20-37.

C.B. 20-42 – An Ordinance authorizing the Mayor to execute a Memorandum of Understanding between the City of Carthage and the Jasper County Sheriff's Office providing for prisoner housing for inmates with municipal charges was placed on second reading followed by a roll call vote of 7 yeas and 0 nays. Ayes: Armstrong, Barlow, Diggs, Otero, Thompson, Topete and West. The council bill was approved and numbered Ordinance 20-38.

Under New Business, C.B. 20-44 – An Ordinance adjusting the solid waste collection rates in the City of Carthage pursuant to the contract agreement entered into the 1st day of October 1, 2019, and terminating September 30, 2024, by and between the City of Carthage, Missouri, a municipal corporation, and Republic Services of Galena, Kansas was placed on first reading with no action taken.

C.B. 20-45 – An Ordinance authorizing the Mayor to execute a contract between the City of Carthage, Missouri and Robert C. Yapp, President, Preservation Resources, Inc. (PRI), 521 Bird Street, Hannibal, Missouri 63401, for to conduct a hands-on workshop called "Passive Floor Restoration" on October 9, 10, and 11, 2020 at the Phelps House in Carthage was placed on first reading with no action taken.

The Mayor's re-appointments of Tim Hill and Bill Hawkins to the Care Leave Committee until August 2022, the re-appointments of Sean Smith and Chuck Bryant to the Enhanced Enterprise Zone Board until August 2025, and the re-appointment of Larry Graham, Richard (Bud) Rogers, Jeff Neely, Chad Reed, Buddy Garner and Mark Simpson to the Carthage Affordable Housing Task Force until September 2024 were presented for approval. Mr. Barlow made a motion, seconded by Ms. Otero, to remove the appointment of Sean Smith to the Enhanced Enterprise Zone Board. Motion carried. Ms. Otero made a motion, seconded by Mr. West, to approve the Mayor's appointments as amended. Motion carried.

Ms. Otero made a motion, seconded by Mr. Armstrong, to approve Resolution 1911 – A Resolution authorizing the Mayor to execute an Agreement for Training and Uniform Reimbursement for Police Officers between the City of Carthage and Wesley Eckols. Resolution 1911 was adopted by a roll call vote of 7 yeas and 0 nays. Ayes: Armstrong, Barlow, Diggs, Otero, Thompson, Topete and West.

Ms. Otero made a motion, seconded by Mr. Diggs, to approve Resolution 1912 – A Resolution approving the recommendation of the McCune-Brooks Regional Hospital Trust for the distribution of funds (\$20,575) from the Restricted Trust Fund to Art Feeds. Resolution 1912 failed by a roll call vote of 3 yeas, 3 nays and 1 abstention. Ayes: Otero, Thompson, and West. Nays: Armstrong, Diggs and Barlow. Mr. Topete abstained.

Mr. Armstrong made a motion, seconded by Mr. Diggs, to approve Resolution 1913 – A Resolution approving the recommendation of the McCune-Brooks Regional Hospital Trust for the distribution of funds (\$20,000) from the Restricted Trust Fund to Fair Acres

Family YMCA. Resolution 1913 was adopted by a roll call vote of 7 yeas and 0 nays.
Ayes: Armstrong, Barlow, Diggs, Otero, Thompson, Topete and West.

Mr. Barlow made a motion, seconded by Mr. Topete, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:33 p.m.

Dan Rife, Mayor

Traci Cox, City Clerk

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MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
AUGUST 25, 2020

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

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

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

Mr. Daugherty made a motion, seconded by Mr. Snow, to approve the minutes of the August 11, 2020 Council Meeting. Motion carried unanimously.

During Citizen's Participation Period: Abi Almandinger, Vision Carthage, gave an update on the proposed mural project on the side of McBride's Antiques.

Mr. Snow reported the Budget Ways & Means Committee met on August 19 to review the budget with department heads.

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

Mr. Harrison reported the Public Safety Committee met on August 17. After a speed analysis at 13th and Clinton, additional speed limit signs will be installed in the area. Chief Dagnan and Public Works personnel will be looking at the alley between 10th and Miller with the possibility of making this a one-way alley. The renewal of the MOU with Jasper County for housing of inmates was approved and is being presented in C.B. 20-42.

Mr. Topete reported the Public Services Committee met on August 18. The Carthage Maple Leaf Car Show Committee requested use of Kellogg Lake Park on October 16-17. The Committee is requesting use of the South Lake Pavilion to host the Car Show and Cruise Night on Friday night. They requested use of the River Pavilion for the Swap Meet to be held at noon on October 16. The Car Show Committee will be providing ten porta-potties and a dumpster. They will also be coordinating electrical drops with CWEP. Parks Dept. will be bringing out additional trash barrels, tables, and barricades borrowed from the Street Department. They are requesting blocking off two of the gates, the one toward the highway and the gate on the southeast corner to control traffic flow. For the Cruise Night, they will have to set up some construction lights. Friday, they will start setting up at 9 am. Food trucks will be out later that day, located down by the River Pavilion. That

evening they will have music, festivities, and food. An agreement and event insurance will be worked out. Mr. Topete made a motion, seconded by Mr. Diggs, to approve the use of Kellogg Lake Park for the Carthage Maple Leaf Car Show on October 16-17 pending an agreement is signed and event insurance is secured. Motion carried.

Mr. Daugherty reported that the Public Works Committee is between meetings with the next meeting scheduled for September 1.

Special Committee and Board Liaison reports were given by Mr. Snow for Carthage Water & Electric, Ms. Otero for the Carthage Humane Society, Mr. Thompson for the Convention and Visitors Bureau and Chamber of Commerce, and Mr. Diggs for the Carthage Tree Board and Kellogg Lake Board.

Mayor Rife reported on communications with the Covid Task Force and the budget process.

During Reports of Council Members, Mr. Harrison thanked Public Safety personnel for their hard work, and Mr. Topete thanked Council Member Diggs for visiting with the Hispanic community, helping to address their concerns during the pandemic.

Police Chief Greg Dagnan and Fire Chief Roger Williams expressed their appreciation for support of the council members.

Parks and Recreation Director Mark Peterson said there was an issue with the concrete delaying the pickle ball courts. He also discussed the agreement with Carthage R-9 swim team and noted an increase in shelter usage at the park.

City Administrator Tom Short reported on the following: an engineering report for the HH roundabout, bid opening for the Carthage Historic Preservation floor workshop, a meeting with the mayor and other individuals involved with economic development and the GRO grant, progress on the budget, the shut-down of City Hall for one day due to Covid, a TAC meeting, and working on updating job descriptions as a result of the McGrath study.

The Committee on Claims filed a report in the amount of \$668,613.50 against the following funds: General Revenue \$84,858.05, Public Health \$138,836.23, Closed Landfill \$9,151.00, Lodging \$9,219.56, Parks/Stormwater \$60,062.18, Golf \$2,954.08, Capital Improvements \$154,343.73, Public Facilities \$19,965.00, and Payroll \$189,223.67. Ms. Otero made a motion, seconded by Mr. Armstrong, to accept the report and allow the claims. Motion carried.

Under Old Business, C.B. 20-39 – An Ordinance levying general taxes upon real property located within the City of Carthage, Jasper County, Missouri for the Year 2020 was placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson, Topete and West. The council bill was approved and numbered Ordinance 20-34.

C.B. 20-40 – An Ordinance authorizing utility rate changes for electric services as requested by the Carthage Water & Electric Plant Board was placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson, Topete and West. The council bill was approved and numbered Ordinance 20-35.

Under New Business, C.B. 20-41 – An Ordinance authorizing the Mayor to sign a Facilities Study and Environmental Documentation Agreement (Contract No. DE PM75-20SW00798) between the United States Department of Energy, Southwestern Power Administration (SWPA) and the City of Carthage, Missouri related to the addition of a transformer at Southwestern's Carthage Substation for use by the City of Carthage, Missouri was placed on first reading with no action taken.

C.B. 20-42 – An Ordinance authorizing the Mayor to execute a Memorandum of Understanding between the City of Carthage and the Jasper County Sheriff's Office providing for prisoner housing for inmates with municipal charges was placed on first reading with no action taken.

C.B. 20-43 – An Ordinance authorizing the Mayor to enter into an Agreement with the Carthage R-9 School System granting the School System the privilege to utilize the Carthage Municipal Pool for the R-9 Swim program to be considered an emergency ordinance due to unforeseen circumstances which delay could hinder the effective delivery of municipal services was placed on first reading with no action taken.

Mr. Snow made a motion, seconded by Mr. Armstrong, to follow the emergency protocol and advance Council Bill 20-43 to the second reading. Motion passed

C.B. 20-43 – An Ordinance authorizing the Mayor to enter into an Agreement with the Carthage R-9 School System granting the School System the privilege to utilize the Carthage Municipal Pool for the R-9 Swim program to be considered an emergency ordinance due to unforeseen circumstances which delay could hinder the effective delivery of municipal services was placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Armstrong, Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson, Topete and West. The council bill was approved and numbered Ordinance 20-36.

Mr. Armstrong made a motion, seconded by Mr. Daugherty, to approve Resolution 1910 – A Resolution determining the intent of the City of Carthage, Missouri, to reimburse itself for capital expenditures. Resolution 1910 was adopted 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. Thompson and Mr. Diggs thanked staff for their hard work.

Ms. Otero made a motion, seconded by Mr. Daugherty, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:15 p.m.

Dan Rife, Mayor

Traci Cox, City Clerk

***PRESENTATIONS/
PROCLAMATIONS***

***PUBLIC
HEARINGS***

***OLD
BUSINESS***

COUNCIL BILL NO. 20-41

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to sign a Facilities Study and Environmental Documentation Agreement (Contract No. DE PM75-20SW00798) between the United States Department of Energy, Southwestern Power Administration (SWPA) and the City of Carthage, Missouri related to the addition of a transformer at Southwestern's Carthage Substation for use by the City of Carthage, Missouri.

WHEREAS, the City of Carthage proposes that an additional transformer be installed for the City's use in the Carthage Substation owned by Southwestern Power Administration; and

WHEREAS, the purposes of this Agreement are to provide for the responsibilities of the City and SWPA in the development and review of the design of the Carthage Transformer Addition, to ensure that the Transformer Addition satisfies SWPA's technical and property requirements, and complete SWPA's environmental and cultural resource review.

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

SECTION I: The Mayor is hereby authorized to execute on behalf of the City of Carthage, Missouri Contract No. DE PM75-20SW00798 with the United States Department of Energy, Southwestern Power Administration 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

Contract No. DE PM75-20SW00798

UNITED STATES
DEPARTMENT OF ENERGY
SOUTHWESTERN POWER ADMINISTRATION

FACILITIES STUDY AND
ENVIRONMENTAL DOCUMENTATION AGREEMENT

BETWEEN

SOUTHWESTERN POWER ADMINISTRATION

AND

CITY OF CARTHAGE, MISSOURI

Section 1. Background. (a) The City of Carthage, Missouri (hereinafter "Carthage"), proposes that an additional transformer be installed for Carthage's use in the Carthage Substation owned by Southwestern Power Administration (hereinafter "Southwestern"). The addition of the transformer will require expansion of the 161-kilovolt (kV) buswork into a new bay to be labeled "72," addition of 69-kV equipment into the existing buswork to establish a bay to be labeled "152," and connection of the transformer and associated equipment as shown in Exhibit "1," which is attached to this Facilities Study and Environmental Documentation Agreement (hereinafter "Agreement") and by this reference incorporated herein. For the purposes of this Agreement, the project shall be referred to as the "Carthage Transformer Addition."

Section 2. Purpose. (a) The purpose of this Agreement is to: (1) provide for the responsibilities of Carthage and Southwestern (hereinafter sometimes referred to individually as "Party" and collectively as "Parties") in the development and review of the design of the Carthage Transformer Addition; (2) ensure that the Carthage Transformer Addition satisfies Southwestern's technical and property requirements; and (3) complete Southwestern's environmental and cultural resource review and documentation requirements, under the terms and conditions as set forth in the following sections.

Section 3. Definitions.

(a) Good Utility Practice - Any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time

period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region in which the Parties operate.

(b) System of Carthage - The generation, transmission, and related facilities owned by Carthage, and/or the generation, transmission, and related facilities owned by others, the capacity of which, by contract, is available to and utilized by Carthage to satisfy its requirements and obligations to Southwestern under this Contract.

(c) System of Southwestern - The generation, transmission, and related facilities owned by Southwestern, and/or the generation, transmission, and related facilities owned by others, the capacity of which, by contract, is available to and utilized by Southwestern to satisfy its requirements and obligations to Carthage under this Contract.

Section 4. Carthage Transformer Addition Design and Ownership. (a) Southwestern shall develop the design of the Carthage Transformer Addition subject to the provisions of this Agreement and subject to review by Carthage. Following construction of the Carthage Transformer Addition pursuant to a separate agreement between the Parties, Southwestern shall own the new transformer and Carthage shall be charged a transformation service charge.

(b) Facilities to be owned by Southwestern in Southwestern's Carthage Substation pursuant to this Agreement, including but not limited to the new transformer, shall be designed in accordance with Southwestern's requirements as established pursuant to this Agreement. Facilities to be owned by Carthage in Southwestern's Carthage Substation pursuant to this Agreement shall be designed in accordance with either Southwestern or Carthage design criteria, consistent with Southwestern's General Requirements for Interconnection and with Section 4(e) of this Agreement; Provided, That, protective relay design and settings shall be subject to the approval of both Parties regardless of ownership.

(c) Drawings created by Southwestern pursuant to Sections 4(a)-(b) of this Agreement shall be owned and maintained by Southwestern.

(d) During Southwestern's design of the Carthage Transformer Addition, Southwestern shall, at its sole option and discretion, perform load flow, short circuit, and stability analyses to

identify impacts to Southwestern's system and neighboring systems associated with the interconnection. Such review may include coordination with Southwest Power Pool, Inc.

(e) Southwestern shall determine the facilities required to connect to Southwestern's system, including, but not limited to:

- i. type of interrupting devices such as breakers, circuit switchers, disconnect switches, and associated control cable and conduit;
- ii. structures such as H frame and dead end structures and associated bus work;
- iii. configuration such as ring bus, tap, etc.;
- iv. modifications to Southwestern's transmission lines including Fiber Optic Ground Wire (hereinafter "OPGW") and OPGW terminal equipment;
- v. telemetering and communications equipment including meters, current transformers, potential transformers, Supervisory Control and Data Acquisition, Remote Terminal Unit, fiber optics, microwave, radio, leased phone line;
- vi. control building, environmental control, panels, etc.; and
- vii. site construction materials including fencing and necessary access roadwork.

(f) In the event the facilities determined to be necessary for the Carthage Transformer Addition pursuant to Section 4(e) of this Agreement are inconsistent with the requirements of Southwestern's General Requirements for Interconnection, the facilities determined pursuant to Section 4(e) of this Agreement shall prevail when such facilities, in Southwestern's sole opinion, do not degrade the reliability of the System of Southwestern and are consistent with the requirements of Southwestern, or when, in Southwestern's sole opinion, such facilities create greater reliability on the System of Southwestern, or facilitate maintenance schedules under the review of the Regional Entity overseeing such activities by Southwestern.

Section 5. General Requirements. (a) Southwestern's work under this Agreement shall be performed in accordance with Southwestern's General Requirements for Interconnection and the Department of Energy's National Environmental Policy Act (hereinafter "NEPA") Implementing Procedures 10 CFR 1021.

(b) In the performance of its work pursuant to this Agreement, Southwestern may request, and Carthage agrees to provide within 30 days of such written request, information about Carthage's equipment in the Carthage Substation including, but not limited to, proposed facility configurations, substation equipment, facility site information, communications, land use plans, and environmental and cultural resource documentation.

(c) Southwestern shall perform, or cause to be performed, reviews, assessments, site visits, surveys, and other actions as necessary to complete Southwestern's work under this Agreement.

(d) Carthage and Southwestern shall each designate a representative (hereinafter "Designated Representative") who shall represent their respective organizations in all matters arising under this Agreement. The Designated Representatives shall be responsible for coordinating and implementing, on an ongoing basis, the terms and conditions of this Agreement, as well as other matters which may be delegated to them by mutual agreement of the Parties hereto. Written notices required under this Agreement shall be sent to the respective Designated Representatives in electronic or hard copy format.

(e) Work under this Agreement shall be performed in accordance with Good Utility Practice and to satisfy any NERC requirements on Southwestern as administered or monitored by the Regional Entity applicable to Southwestern.

(f) Provisions applicable to this Contract are set forth in Southwestern's General Contract Provisions, attached as Exhibit "2" to this Agreement and by this reference incorporated herein. Definitions set forth in this Agreement shall also apply to their respective terms used in Exhibit "2," and the term "Customer," used in Exhibit "2," shall mean Carthage. Any specific terms and conditions set forth in this Agreement shall have precedence over any provision contained in Southwestern's General Contract Provisions to the extent consistent with statutes and regulations of the United States.

Section 6. Property Requirements. (a) The Parties agree that Southwestern owns the real property upon which the Carthage Transformer Addition will be constructed.

(b) Southwestern shall own equipment located on the real property specified in Section 6(a) of this Agreement which Southwestern, in its sole judgment, considers to be integral to the System of Southwestern.

(c) Southwestern shall grant Carthage a permit to use the real property specified in Section 6(a) of this Agreement for the operation, maintenance, repair, inspection, and replacement of any equipment to be owned by Carthage.

Section 7. Environmental and Cultural Resource Requirements. (a) For the purposes of Southwestern's NEPA requirements, Carthage and Southwestern agree the Carthage Transformer Addition proposal fits within the class of actions that is listed in Southwestern's

NEPA implementing guidelines, Appendix B to 10 CFR Part 1021, Subpart D, Part B4.6, "Additions/modifications to electric power transmission facilities within previously developed area." Therefore, Southwestern shall issue a Categorical Exclusion to fulfill its environmental requirements prior to construction of the Carthage Transformer Addition.

Section 8. Southwestern Deliverables. Upon completion of Southwestern's work under this Agreement, Southwestern shall provide to Carthage:

- i. a copy of the design of the Carthage Transformer Addition as approved by both Parties;
- ii. draft copies of necessary permits and other documentation necessary to fulfill Southwestern's property requirements on forms mutually acceptable to Southwestern and Carthage;
- iii. notification that Southwestern has fulfilled its environmental requirements; and
- iv. an estimate of the cost and schedule for Southwestern's participation in construction of the Carthage Transformer Addition.

Section 9. Reimbursement for the Carthage Transformer Addition. (a) Carthage shall reimburse Southwestern for Southwestern's initial work under this Agreement, which Southwestern estimates to be \$50,000. Upon execution of this Agreement, Southwestern shall submit an invoice to Carthage for \$50,000. Southwestern shall not undertake any work under this Agreement until such funds are received by Southwestern from Carthage. If Carthage does not make such payment within 45 days after the date of Southwestern's invoice to Carthage, this Agreement shall terminate and be without further force or effect. Such termination shall not result in a penalty to either Party.

(b) Reimbursement for Southwestern's work under this Agreement shall include, but shall not be limited to, the cost of necessary tools, materials, labor, travel expenses, personnel per diem allowances, and general, administrative, indirect, and overhead expenses.

(c) In the event the Parties decide not to proceed with construction of the Carthage Transformer Addition, Southwestern shall submit a statement to Carthage of the actual cost incurred by Southwestern under this Agreement. If the amount provided by Carthage pursuant to Section 9(a) of this Agreement is greater than the actual cost, Southwestern shall refund any remaining funds to Carthage.

(d) During implementation of Southwestern's work under this Agreement, Southwestern shall monitor the status of its expenditures and obligations. If it is apparent that additional funds

will be required for completion of the required work, Southwestern shall provide written notification to Carthage, and such written notification shall include, but shall not be limited to:

- i. the estimated date that the amount provided by Carthage pursuant to Section 9(a) of this Agreement will be expended;
- ii. the schedule of Southwestern's work still to be completed; and
- iii. an invoice for the additional funds required by Southwestern to complete Southwestern's work under this Agreement.

(e) Carthage shall, following review of Southwestern's notice required pursuant to Section 9(d) of this Agreement, provide the additional amount invoiced pursuant to Section 9(d)(iii) of this Agreement within 45 days of the date on Southwestern's invoice to Carthage, or this Agreement shall terminate and be without further force or effect. Such termination shall not result in a penalty to either Party.

(f) In the event the Parties decide to proceed with construction of the Carthage Transformer Addition pursuant to Section 11 of this Agreement, any remaining funds from this Agreement shall be applied to Southwestern's future work for construction of the Carthage Transformer Addition. Following construction of the Carthage Transformer Addition, Southwestern shall credit Carthage for funds contributed by Carthage under this Agreement against the transformation service charge to be paid by Carthage pursuant to Section 4(a) of this Agreement.

(g) Southwestern shall account for the cost incurred for Southwestern's work pursuant to this Agreement under a Work Order accounting procedure and in accordance with the Uniform System of Accounts prescribed for public utilities by the Federal Energy Regulatory Commission (hereinafter "FERC"), or under procedures established by any successor authority having jurisdiction over the accounts of Southwestern. Carthage or its authorized representative shall have the right to examine Southwestern's cost records and accounts to verify statements of reimbursable costs submitted by Southwestern. Southwestern shall refund any amounts paid if they are found in such examination to exceed the total amount due Southwestern for its actual cost for work hereunder. Carthage agrees that such examination of Southwestern's records and accounts is for the sole purpose of verifying that an itemized billing statement sets forth the actual costs as reflected by the work order records and that accounts are maintained in accordance with the accounting procedures prescribed by FERC.

Section 10. Schedule. Southwestern and Carthage agree to use due diligence to provide the results of their respective obligations under this Agreement in a timely manner.

Section 11. Decision to Proceed. Upon completion of Southwestern's work under this Agreement, including the submission of deliverables pursuant to Section 8 of this Agreement, Carthage shall inform Southwestern if Carthage desires to execute a mutually agreeable contract to establish construction of the Carthage Transformer Addition. The Parties shall not proceed with the construction of the Carthage Transformer Addition unless and until Southwestern and Carthage, or Carthage's designated agent or contractor, have completed all applicable environmental and cultural resource requirements pursuant to Section 7 of this Agreement and a construction agreement has been executed.

Section 12. Recognition of Future System Integration. (a) The Parties agree that the electric load to be served by the Carthage Transformer Addition is radial load and that, consequently, no loop flow will occur between the System of Southwestern and the System of Carthage through the Carthage Transformer Addition.

(b) In the event that, in the future, Carthage, its agents, or its subsidiaries construct facilities that integrate the System of Carthage with the System of Southwestern such that electricity flows through the Carthage Transformer Addition, the Parties covenant and agree that Carthage shall not assess charges to Southwestern for the use of the System of Carthage to service such loop flows.

(c) In the event that, in the future, Carthage, its agents, or its subsidiaries construct facilities that integrate the System of Carthage with the System of Southwestern such that the System of Southwestern continues to provide interconnection facility service to Carthage, its agents, or its subsidiaries, Southwestern reserves the right to assess charges to Carthage and Carthage agrees to pay for the use of the System of Southwestern.

Section 13. Term and Modifications. This Agreement shall become effective on the date it is executed by the Administrator or the Administrator's representative and shall remain in full force and effect for three years thereafter unless terminated sooner as provided herein. This Agreement may not be amended, except by written modification signed by the Parties.

Signatures below indicate acceptance of the terms and conditions set forth in this Agreement between Southwestern and Carthage.

EXECUTED BY THE ADMINISTRATOR, OR THE ADMINISTRATOR'S DESIGNATED REPRESENTATIVE, SOUTHWESTERN, ON THIS _____ DAY OF _____ 2020.

UNITED STATES OF AMERICA

By _____
Fritha Ohlson
Senior Vice President/COO
Southwestern Power Administration

CITY OF CARTHAGE, MISSOURI

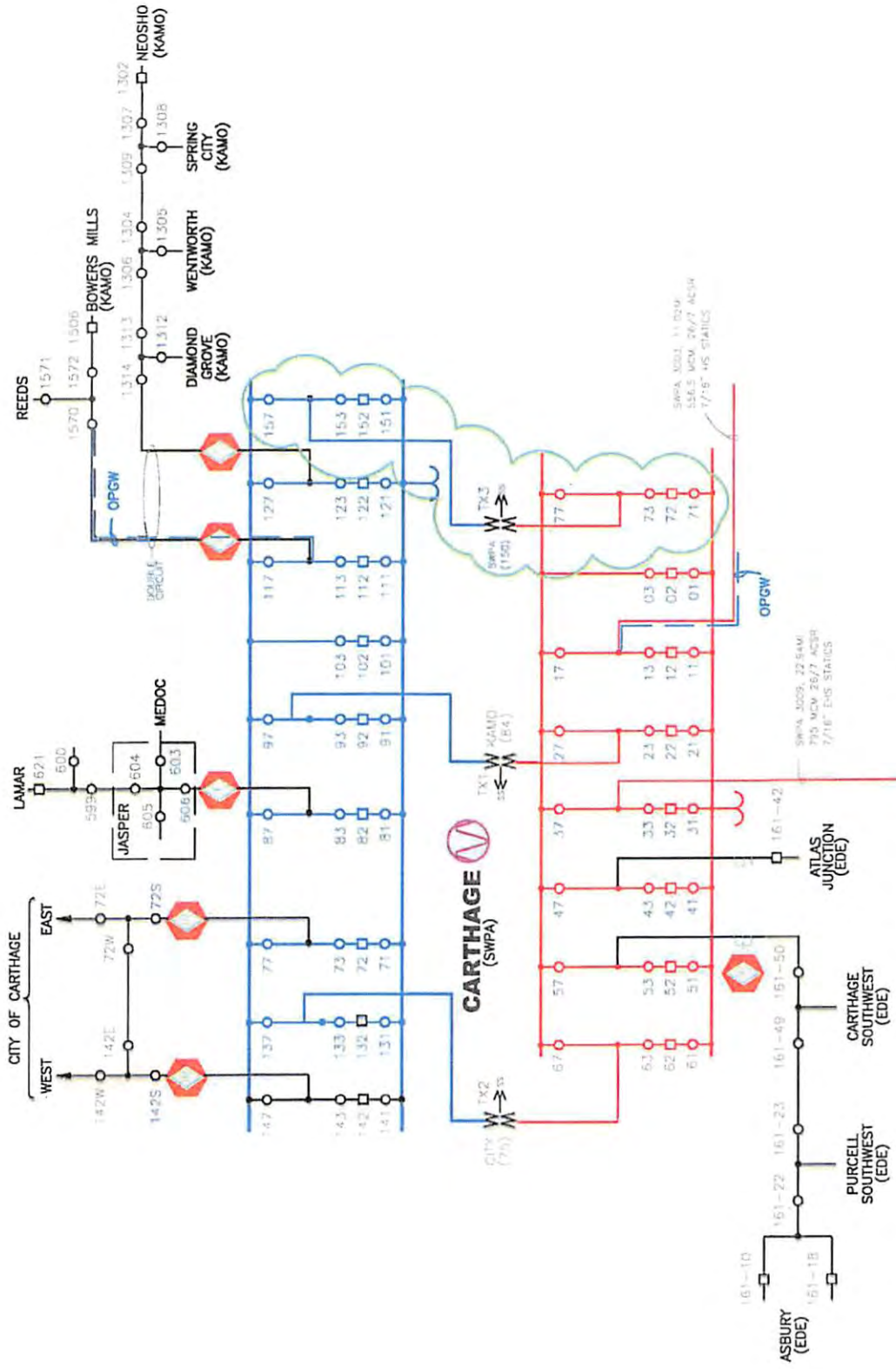
By _____
Title Mayor _____

ATTEST:

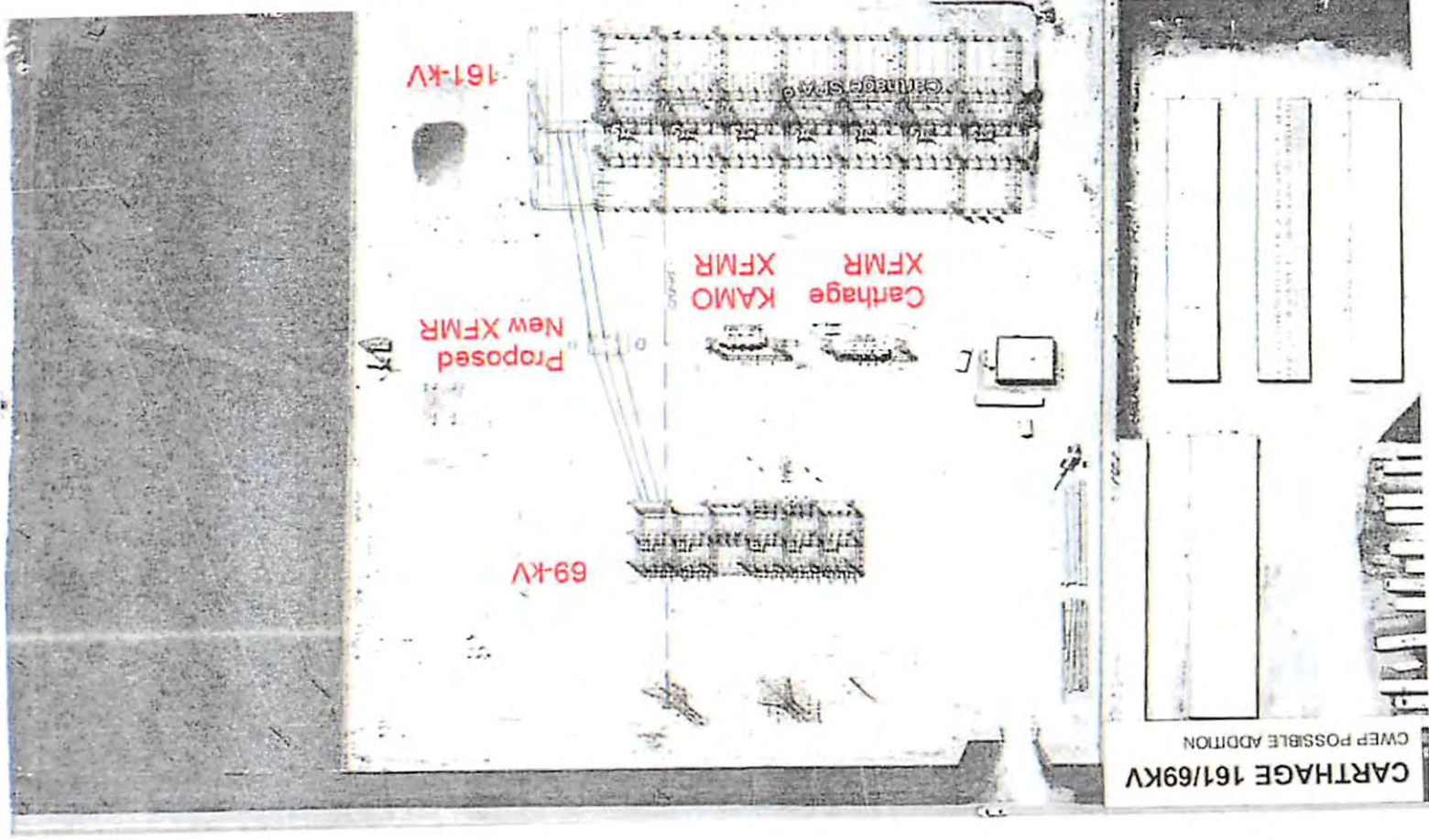
I, _____, certify that I am the _____ of the CITY OF CARTHAGE, MISSOURI, and that _____, who signed this Agreement on behalf of the said City, was then the _____ of said City, and that the said Agreement was duly signed for and on behalf of the said City by authority of its governing body, which has within the scope of its corporate powers the authority to legally bind such City under the foregoing Agreement.

(SEAL)

By _____



PROPOSED TRANSFORMER ADDITION,
SWPA CARTHAGE SUBSTATION



Overhead of Proposed Carthage Transformer Addition

Southwestern Power Administration
GENERAL CONTRACT PROVISIONS

Provision	Title	Page
A.	ACCOUNTING, BILLING, PAYMENT, AND LATE PAYMENT CHARGES	2
1.	Billing by Southwestern	2
2.	Payment Terms	2
3.	Net Billing	2
4.	Payments By Southwestern	3
5.	Propriety of Rates	3
6.	Late Payment Charge	3
7.	Late Payment Interest Charge	3
8.	Penalty Charge for Late Payment	3
9.	Late Payment Administrative Charge	3
10.	Partial Payment	4
11.	Discontinuance of Service	4
B.	STANDARD PROVISIONS	4
1.	Convict Labor	4
2.	Equal Employment Opportunity	4
3.	Resale Rates	4
4.	Availability of Funds to Southwestern	4
5.	Termination for Breach	5
6.	Waivers	5
7.	Reliability and Adequacy of Service	5
8.	Continuity of Service	5
9.	Transfer of Interest by Customer	5
10.	Uncontrollable Force	6
11.	Liability	6
C.	FACILITIES AND CONDITIONS OF SERVICE	6
1.	Facilities to be Furnished by Southwestern and the Customer	6
2.	Reliability, Safety, Health, and Environmental Requirements in Regard to Construction, Operation, and Maintenance of Non-Federal Facilities on U.S. Government Property	6
3.	Right of Installation and Access	8
4.	Rights for Land Use Acquired by the Customer	9
5.	Right of Removal	9
6.	Right to Upgrade Facilities	9
7.	Limitation on Rights of Entry	10
8.	Assistance by Contracting Parties	10

A. ACCOUNTING, BILLING, PAYMENT, AND LATE PAYMENT CHARGES

1. **Billing by Southwestern.** (a) Southwestern shall maintain an accurate record of power, energy, and any other services purchased by the Customer under this Contract.
(b) For each billing period in which the Customer makes one or more purchases under this Contract, Southwestern shall prepare an invoice in which such purchases are set forth in necessary detail, including the specific quantities of power, energy, and other services provided to the Customer during such billing period, and in which the compensation due Southwestern for such purchases is specified.
(c) Invoiced quantities may be based on estimates if actual quantities are not available. Adjustments, if any, due to a difference between estimated and actual quantities will be made on an invoice prepared during the billing cycle following the invoice which was based on estimated quantities.
2. **Payment Terms.** (a) Invoices shall be due and payable by the Customer on or before the close of business 20 calendar days after the invoice date, or shall be due and payable on the next business day thereafter if the said due date should fall on a Saturday, Sunday, or official Federal holiday.
(b) Payment of amounts due to Southwestern may be made through electronic funds transfer (EFT) or may be submitted as checks and mailed to:

Southwestern Power Administration
One West Third Street
Tulsa, Oklahoma 74103-3502

- (c) EFT payments shall conform to Southwestern protocols for electronic transfer of funds in effect at the time of the transaction.
 - (d) The designation of the address where payment is to be submitted may be changed by Southwestern upon 30 days' written notice to the Customer.
 - (e) Invoices shall be considered paid when payment is received into Southwestern's designated depository account or credited to Southwestern's depository account in the U.S. Treasury by the end of the business day; Provided, That payments received by mail are accepted as timely and will not be assessed late charges if a U.S. Postal Service postmark for first class mail shows that the payment was received by the Postal Service at least 2 calendar days before the due date; Provided Further, That payments received through EFT are accepted as timely and will not be assessed late charges if they are credited to Southwestern's depository account in the U.S. Treasury on or before the third day after the due date or on the next business day thereafter if said third day is a Saturday, Sunday, or official Federal holiday.
3. **Net Billing.** (a) Whenever the parties agree, payments due Southwestern by the Customer may be offset against payments due the Customer by Southwestern for the sale or exchange of electric power, energy, and other services.
(b) For services included in net billing procedures, payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists.

- (c) The parties shall exchange such reports and information as either party requires for billing purposes.
 - (d) Net billing procedures shall not be used for any amounts which Southwestern determines, in its sole judgment, to be in dispute.
4. **Payments By Southwestern.** Any payment due the Customer not satisfied by the Net Billing provision of Section 3 of this Provision A, shall be made by Southwestern to the banking account of the Customer by Electronic Funds Transfer.
5. **Propriety of Rates.** (a) Southwestern shall bill the Customer for the Customer's purchases of power, energy, and other services in accordance with the rates placed in effect pursuant to statute.
- (b) The Customer hereby agrees to promptly pay Southwestern under such rate schedules, whether or not the Customer agrees with the propriety or the levels of the rates placed into effect pursuant to law, regulation, or the order of an appropriate authority.
 - (c) In the event that the U.S. Congress amends the manner in which Southwestern calculates or charges for its power sales, the Customer hereby agrees to promptly pay in such an amended manner, subject to the Customer's right to terminate.
6. **Late Payment Charge.** (a) Southwestern shall assess the Customer a Late Payment Charge for each instance in which the Customer is delinquent in making payment to Southwestern.
- (b) Such Late Payment Charge shall be computed by dividing by 12 the then-effective annual interest rate published in the Federal Register by the Department of Treasury, and multiplying the resultant monthly rate times the principal amount past due.
 - (c) Such Late Payment Charge shall be assessed only once for a particular invoiced amount which is past due, irrespective of the number of days between the due date and the final payment of such particular invoiced amount.
7. **Late Payment Interest Charge.** (a) In addition to the Late Payment Charge provided in Section 6 of this Provision A, a daily interest charge shall be assessed on the principal amount past due for each day after the due date until the said amount is paid in full.
- (b) Such daily interest rate shall be computed by recalculating the annual interest rate cited in Section 6(b) of this Provision A for a daily rate.
8. **Penalty Charge for Late Payment.** (a) In the event that the Customer should fail to pay Southwestern any portion of an invoiced amount for a period of more than 90 days past its due date, Southwestern shall assess a penalty charge of 6 percent per year on such outstanding amount.
- (b) This penalty charge shall accrue for the period from the date that the debt became past due until the date when such invoiced amount is paid, and shall be assessed in addition to other charges for late payment which are specified in this Provision A.
9. **Late Payment Administrative Charge.** (a) Southwestern shall assess charges to cover administrative costs incurred as a result of a collection action against the Customer to cover the additional costs incurred in processing and handling such debt collection.

- (b) Calculation of administrative costs shall be based upon actual costs incurred by Southwestern in processing and handling claims against other debtors in similar stages of delinquency.
10. **Partial Payment.** In the event that an invoice is not paid in full, amounts received by Southwestern shall be applied first to outstanding Late Payment penalty and administrative charges; second to outstanding daily interest charges for late payments assessed on the principal; and finally, to payment of the principal amount past due, unless a different rule is prescribed by Federal statute or regulation.
11. **Discontinuance of Service.** (a) If the Customer fails to pay any amount due under this Contract, Southwestern may, at its option, cause the delivery of power, energy, and other services under this Contract to be discontinued upon 90 days' prior written notice to the Customer, unless payment of the amounts due is made by the Customer within such 90-day period.
- (b) Such discontinuance of the delivery of power, energy, and other services, as herein provided, shall not relieve the Customer of liability for any minimum Southwestern charges under rate schedules applicable to this Contract during the period of such discontinuance.
- (c) The rights granted Southwestern herein shall be in addition to all other remedies available to Southwestern, either by law or in equity, for the breach of any of the provisions of this Contract.

B. STANDARD PROVISIONS

1. **Convict Labor.** In connection with the performance of work under this Contract, the Customer agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. § 3622(c)), and Executive Order 11755, December 29, 1973, as amended.
2. **Equal Employment Opportunity.** During the performance of this Contract, the Customer agrees to abide by and to fulfill the nondiscrimination requirements of the "equal opportunity clause" contained in Section 202 of Executive Order 11246 dated September 28, 1965 (30 F.R. 12319), any Executive Order amending such order, and any other Executive Order superseding such order.
3. **Resale Rates.** The parties hereto understand and agree that the purpose of making federally generated power available is to encourage the most widespread use thereof, and the Customer therefore agrees that the benefits of any federally generated power received pursuant to this Contract shall be made available at fair and reasonable terms to all of its consumers at the lowest possible rates consistent with sound business principles.
4. **Availability of Funds to Southwestern.** (a) This Contract and all rights and obligations hereunder, and the expenditure of funds by Southwestern under the provisions hereof, are expressly conditioned and contingent upon the Congress making available (through direct appropriation, authorization of a revolving fund, the authority to borrow funds, or through such other means as it may provide) the necessary funds or the authority to accept funds from others to enable Southwestern to carry out the provisions of this Contract, and if such funds or authorities are not available, this Contract shall terminate and have no further force or effect as of the last day for which

funds or authorities were available, and the Customer hereby releases Southwestern from any and all liability for failure to perform and fulfill its obligations under this Contract for that reason.

- (b) No obligation contained herein for the future payment of money by Southwestern, or liability on the part of Southwestern for breach of any of the provisions contained herein, shall be binding upon or enforceable against Southwestern unless and until funds, as provided in Section 4(a) of this Provision B, are available out of which such obligations or liability can be legally paid.
 - (c) Nothing in this Contract may be considered as implying that Congress will, at a later date, appropriate funds sufficient to meet any deficiencies or obligations incurred under this Contract.
5. **Termination for Breach.** (a) If either party hereto breaches a material provision of this Contract, the other party, at its option, may terminate this Contract upon 30 days' prior written notice of its intention to do so, and this Contract ipso facto shall terminate at the end of such 30-day period unless such violation is corrected within that period.
- (b) Neither party hereto shall be considered to be in default or breach with respect to any obligation under this Contract if prevented from fulfilling such obligation by reason of an Uncontrollable Force as herein defined.
6. **Waivers.** Waiver at any time of rights with respect to a default or any other matter arising in connection with this Contract shall not be deemed to be a waiver with respect to any subsequent default or matter.
7. **Reliability and Adequacy of Service.** (a) Electric service rendered by Southwestern under this Contract shall meet accepted standards of reliability and adequacy.
- (b) If questions are raised concerning the quality of service, factual data shall be obtained with respect to the character of such service, and appropriate corrective or remedial action shall be promptly taken by the party at fault.
8. **Continuity of Service.** (a) Services provided by Southwestern to the Customer under this Contract shall be delivered by Southwestern as scheduled, except for interruptions or curtailments in delivery caused by an Uncontrollable Force as herein defined, by the operation of devices or dispatcher action for system protection, or by the necessary installation, maintenance, repair, and replacement of equipment.
- (b) Such interruptions or reductions in service, as hereinbefore set forth, shall not constitute a breach of this Contract, and neither party shall be liable to the other for damages resulting therefrom.
- (c) Except in case of an emergency, Southwestern shall give the Customer reasonable advance notice of temporary interruptions or curtailments in service necessary for such installation, maintenance, repair, and replacement of equipment, and shall, insofar as is practicable, schedule such interruptions or curtailments so as to cause the least inconvenience to the Customer.
9. **Transfer of Interest by Customer.** (a) No voluntary transfer of this Contract or of the rights of the Customer hereunder shall be made without the written approval of the Administrator, Southwestern; Provided, That any successor to or assignee of the rights of the Customer, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of this Contract to the same extent as though such successor or assignee were the original contractor

hereunder; Provided Further, That the execution of a mortgage or trust deed, or judicial or foreclosure sale made thereunder, shall not be deemed voluntary transfers within the meaning of this Section 9.

- (b) If receiving Federal power pursuant to this contract, the Customer will not sell, lease, or otherwise dispose of its electrical distribution system without giving Southwestern at least 120 days' prior written notice.
- (c) The Customer's rights to Federal power and concomitant services, as may be set forth in this Contract and in Southwestern's Final Power Allocations (1980-1988), 45 F.R. 19032 (1980), come by virtue of the Customer's status as an entity entitled to preference in Southwestern's marketing of Federal power pursuant to Section 5 of the Flood Control Act of 1944 (58 Stat. 887,890; 16 U.S.C. 825s). If the Administrator, Southwestern, determines, in his or her sole judgment, that actions taken by the Customer have abrogated the Customer's status as a "preference" entity, then the Administrator may, at his or her sole option, terminate this Contract, such termination to become effective on the date specified by Southwestern, in an official written notice to the Customer.

10. Uncontrollable Force. The term "Uncontrollable Force," as used herein, shall mean any force which is not within the control of the party affected, including, but not limited to, failure of water supply, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, riot, civil disturbance, labor disturbance, sabotage, war, act of war, terrorist acts, or restraint by court of general jurisdiction, which by exercise of due diligence and foresight such party could not reasonably have been expected to avoid.

11. Liability. The Customer hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Customer's, its employees', agents', or subcontractors' construction, operation, maintenance, or replacement activities under the contract. The United States shall be liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

C. FACILITIES AND CONDITIONS OF SERVICE

- 1. Facilities to be Furnished by Southwestern and the Customer.** Southwestern and the Customer shall furnish, install, maintain, and operate, or cause to be furnished, installed, maintained, and operated, such facilities and equipment, including metering equipment, as may be necessary to fulfill their respective obligations under this Contract and to assure reasonable protection to the facilities of others.
- 2. Reliability, Safety, Health, and Environmental Requirements in Regard to Construction, Operation, and Maintenance of Non-Federal Facilities on U.S. Government Property.** (a) The provisions of this Section 2 shall apply only if the Customer, its agents or contractors, or its member entities perform maintenance, operations, or construction on the property of the U.S. Government (Government), or on easements shared by the Government and the Customer.

- (b) Such construction, maintenance, and operation shall be performed in accordance with standards at least equal to those provided by the National Electrical Safety Code and shall conform to safety, environmental, and security procedures identified by Southwestern as appropriate to each facility in which such work is performed. Southwestern provides such written procedures in each of the facilities it maintains and to affected customers.
- (c) The Customer and/or its member entities shall take all reasonable precautions in the performance of such work to protect the public and the environment. The Customer and/or its member entities shall comply with all applicable local, state, and Federal regulations and requirements in the performance of such work, including, but not limited to, the National Environmental Policy Act; the Clean Air Act; the Clean Water Act; the Comprehensive Environmental Responsibility, Compensation, and Liability Act; the Toxic Substances Control Act; the Oil Pollution Act; the Resource Conservation and Recovery Act; the Superfund Amendments and Reauthorization Act (SARA); SARA Title III (Emergency Planning and Community Right-to-Know Act of 1986); and the Occupational Safety and Health Act.
- (d) In the event that Southwestern, at its sole option and in its sole judgment, determines that construction, maintenance, or operation of facilities which are performed under this Contract by the Customer, and/or one of its member entities, do not meet the standards and/or regulations and requirements specified in this Section 2, or if Southwestern determines, in its sole judgment, that a condition exists which provides a potentially adverse impact (1) on the reliability of services provided by Southwestern to its customers, (2) on the safety and/or health of the public or employees and agents of the parties hereto, and/or (3) on the environment, then Southwestern may provide written notice to the Customer and/or its member entity of the deficient condition; Provided, That if such condition, in Southwestern's sole judgment and at Southwestern's sole option, requires immediate attention and does not allow time for such notice, Southwestern will remedy the condition and, where appropriate, bill the Customer in accordance with Section 8(b) of this Provision C.
- (e) Where, in Southwestern's sole judgment, remedy of the said deficient condition is not time critical, the Customer and/or its member entity shall provide a written plan and schedule to Southwestern within 30 days of receipt of the said written notice. Such plan and schedule shall provide for correction of the said deficiency at the earliest possible time available to the Customer and/or its member entity; Provided, That the maximum time allowed for the Customer and/or its member entity to correct any such deficiency shall not exceed 18 months from receipt of the said written notice. The Customer shall coordinate or, if applicable, cause its member entity to coordinate, any work and outages which may involve Southwestern's facilities with Southwestern's Dispatch Center (Dispatch Center) in Springfield, Missouri.
- (f) Unless otherwise agreed in writing, correction of deficiencies pursuant to this Section 2 shall be at the expense of the Customer.
- (g) If the Customer and/or its member entity fails to correct the deficiency within the time provided pursuant to this Section 2, Southwestern shall have the right, at its sole option and in its sole discretion, to terminate service through the affected facilities until such deficiencies are corrected to the satisfaction of Southwestern.
- (h) If, within the time period provided pursuant to this Section 2, an emergency condition occurs which, in the sole judgment of Southwestern, may cause an adverse impact on the reliability of the System of Southwestern and/or on the environment, or which poses a hazard to the safety and/or health of the public or employees and agents of

the parties hereto, then Southwestern may, at its sole option, remedy or repair such condition or equipment and bill the Customer in accordance with Section 8(b) of this Provision C, and the Customer agrees to render Southwestern reimbursement as provided in the said Section 8(b).

3. **Right of Installation and Access.** (a) Each party hereto grants to the other permission, or will obtain such permission for the other party, to install, maintain, and operate, or cause to be installed, maintained, and operated, on the System of Southwestern and on the System of the Customer, at the points of delivery between the System of Southwestern and the System of the Customer described in this Contract, any and all terminal equipment and associated electrical apparatus and devices necessary in the performance of this Contract.
- (b) Each party hereto shall permit, or shall obtain permission for, duly authorized representatives and employees of the other party to enter upon the System of Southwestern and the System of the Customer at the said points of delivery for the purpose of reading or checking meters; for inspecting, testing, repairing, renewing, or exchanging any or all of the equipment owned by the other party located on such premises; or for the purpose of performing any other work necessary in the performance of this Contract.
- (c) Access for any work performed by one party under this Section 3 which may affect the other party's equipment shall normally be preceded by at least one day's notice to the affected party, except in the event of an emergency, in which case such notice shall be made as soon as possible after such emergency occurrence. Notice to Southwestern pursuant to this Section 3 shall be made to the Dispatch Center.
- (d) Any access to property controlled by Southwestern shall include notification to Southwestern at the time of entry. Any employee or agent of the Customer, or of its member entities, who enters a Southwestern facility is expected to call the Dispatch Center from a telephone located in the control building in that facility and to identify himself or herself. Security devices located in the control buildings at Southwestern facilities sound an alarm in the Dispatch Center when the building is entered. Local law enforcement officers may be asked to investigate any unidentified entry.
- (e) Any equipment, apparatus, or devices installed on the System of Southwestern by the Customer, as provided under this Section 3, shall be clearly and permanently marked to indicate ownership, and, in addition, a detailed description of each item so installed (including, if applicable, manufacturer's name, serial number, model number, etc.) shall be transmitted to Southwestern to aid in maintenance of plant accounts.
- (f) In the event the equipment, apparatus, or devices are not marked in accordance with Section 3(e) of this Provision C, ownership of said equipment, apparatus, or devices shall be presumed to be vested in Southwestern.
- (g) The Customer agrees that, if requested by Southwestern, the description required under Section 3(e) of this Provision C shall include a detailed analysis of all dielectrical oil, including, but not limited to, tests for polychlorinated biphenyls (PCBs). If such analysis indicates the presence of a known hazardous substance, which, in Southwestern's sole judgment, presents a significant hazard to the environment or to the health and safety of employees of the parties hereto, Southwestern may require, at its sole option, by written request, removal of any equipment containing such substance, and the Customer agrees to comply with such request for removal at no cost to Southwestern.

4. **Rights for Land Use Acquired by the Customer.** (a) The System of Southwestern is constructed, operated, and maintained by Southwestern subject to and in accordance with the terms and conditions of certain transmission line right-of-way easements. Rights and privileges granted thereunder to the Government may not be available to the Customer for operations connected with performance of this Contract.
- (b) The Customer is therefore responsible for acquiring, or causing to be acquired, from the appropriate landowners, any and all rights and privileges for land use, by good and sufficient legal instruments, to authorize and permit entry by the Customer upon and across tracts affected by such land use as may be necessary and appropriate for performance of this Contract.
5. **Right of Removal.** Any and all equipment, apparatus, or devices placed or installed or caused to be placed or installed by the parties hereto on or in the System of Southwestern or the System of the Customer shall be and shall remain the property of the party owning and installing such equipment, apparatus, devices, or facilities, regardless of the mode or manner of annexation or attachment to real property, and, upon the termination of this Contract, the owner thereof shall have the right to enter upon the premises or system of the other and shall, within a reasonable time, remove such equipment, apparatus, devices, or facilities, subject to the provisions of Section 3 of this Provision C.
6. **Right to Upgrade Facilities.** (a) Southwestern reserves the right to modify or upgrade its transmission system and any of the elements which support the Southwestern transmission system, including, but not limited to, changes in: (1) Southwestern's transmission voltages, (2) Southwestern's transmission system components, (3) Southwestern's communications system, (4) Southwestern's Supervisory Control and Data Acquisition (SCADA) System, and (5) other modifications necessary to comply with the standards and/or regulations and requirements mentioned in Section 2 of this Provision C.
- (b) If, during the term of this Contract, Southwestern determines, in its sole judgment and at its sole option, that modifications or upgrades to its transmission system and associated facilities are required, then, in that event, the Customer shall be responsible for any and all costs and expenses incurred by the Customer in order to continue to receive services provided under this Contract.
- (c) If the Customer elects not to make changes in its facilities which, in Southwestern's judgment, are required for the Customer to continue to receive reliable service from Southwestern's modified or upgraded facilities, then the Customer will discontinue receipt of the services provided under this Contract which are dependent on such modified or upgraded facilities, and the provisions of this Contract which describe such services shall be terminated or, at Southwestern's sole option, suspended, until the Customer completes the changes in its facilities which Southwestern, in its sole judgment, deems necessary for reliable service to the Customer under the aforesaid provisions.
- (d) Southwestern shall notify the Customer of the specific sections or articles of the Contract which are to be terminated or suspended pursuant to Section 6(c) of this Provision C.
- (e) The provisions of this Contract which are not specifically terminated or suspended pursuant to Section 6(d) of this Provision C shall not in any way be affected and shall remain in full force and effect except insofar as the services provided pursuant to the

terminated or suspended provisions which are reflected in other provisions of this Contract will also be terminated or suspended.

- (f) Termination or suspension of specific provisions of this Contract pursuant to Section 6(c) of this Provision C shall be without penalty to either of the parties hereto, except that the rights of the parties hereto, if any, which accrued prior to the date of such termination or suspension shall be and hereby are preserved.

7. **Limitation on Rights of Entry.** Southwestern reserves the right, upon notice to the Customer, to revoke or cancel the rights of entry granted under this Contract with regard to any particular representative of the Customer, if, in the sole judgment of Southwestern, such revocation or cancellation is required in the interest of national security.

8. **Assistance by Contracting Parties.** If assistance in maintenance and utilization of their respective systems is rendered by Southwestern and/or the Customer, the following terms and conditions shall apply:

- (a) If, in the maintenance or utilization of their respective transmission systems and related facilities for the purpose of this Contract, it becomes necessary by reason of any emergency or extraordinary condition for Southwestern or the Customer to request the other to furnish personnel, materials, tools, and equipment for the maintenance or modification of, or other work on, such transmission systems and related facilities to insure continuity of power and energy deliveries, the party requested shall cooperate with the other and render such assistance as the party requested may determine to be available.
- (b) The party making such request, upon receipt of properly itemized bills, shall reimburse the party rendering such assistance, including overhead and administrative and general expenses. The Customer and Southwestern agree to account for any incurred costs under a Work Order accounting procedure and in accordance with the Uniform System of Accounts prescribed for public utilities by the Federal Energy Regulatory Commission. Billing statements rendered by the Customer and Southwestern for such reimbursement shall be due 20 days from the date thereof.
- (c) No laborer or mechanic in the employ of the Customer, or its agents and contractors, for any of the work contemplated by this Section 8 shall be required or permitted to work in excess of 40 hours in any workweek except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this Section 8.
- (d) The wages of each laborer or mechanic employed by the Customer, or its agents and contractors, in the performance of any of the work contemplated by this Section 8 shall be computed on the basis of a standard workweek of 40 hours, and work performed in excess of such standard workweek may be permitted only upon the condition that each laborer or mechanic receives compensation at a rate not less than 1.5 times that worker's basic rate of pay for all hours worked in excess of 40 hours in any such workweek.
- (e) For each violation of this Section 8, the Customer, or its agents and contractors, will be liable to the employee for his unpaid wages and, in addition, a penalty shall be imposed upon the Customer in the amount of ten dollars (\$10) for each laborer or mechanic for each calendar day in which such laborer or mechanic is required or permitted to work in excess of the standard workweek of 40 hours upon said work without receiving compensation computed in accordance with this Section 8, and all

penalties thus imposed shall be withheld for the use and benefit of the Government; Provided, That this Section 8 is subject to the provisions of the Contract Work Hours and Safety Standards Act of 1962 (Public Law 87-581, 76 Stat. 357-360), as amended; Provided Further, That if, from time to time, there is a conflict or inconsistency between the terms and conditions hereinbefore set forth and the provisions of any contract between the Customer and a labor union, the provisions of the labor union contract shall prevail if determined to be in compliance with then-applicable statutes and regulations issued thereunder.

COUNCIL BILL NO. 20-42

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARTHAGE AND THE JASPER COUNTY SHERIFF'S OFFICE PROVIDING FOR PRISONER HOUSING FOR INMATES WITH MUNICIPAL CHARGES.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute on behalf of the City of Carthage a Memorandum of Understanding between the City of Carthage and the Jasper County Sheriff's Office providing for prisoner housing for inmates with municipal charges.

SECTION II: That all ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.

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

PASSED AND APPROVED THIS _____ DAY OF _____,
2020.

ATTEST:

Dan Rife, Mayor

Traci Cox, City Clerk

Sponsored by: Public Safety Committee



Jasper County Sheriff's Office

231 S. Main
Carthage, MO 64836
Sheriff Randee Kaiser

417-358-8177
Fax: 417-359-8620

07-23-20

Term: This MOU is effective July 1st, 2020, and will expire June 30th, 2021. It may be extended for a term as mutually agreed to by the Parties. The terms of this MOU can be negotiated before the end of each calendar year, with changes to take effect January 1st of the following year.

The City will pay for 12 months of the current term in one lump sum. This sum will be \$60,679.
Nature of the Project: The Jasper County Sheriff's Office will agree to provide prisoner housing for inmates with municipal charges.

Responsibilities: Under most circumstances, inmates will be transported by Carthage Police Department.

A list will be provided to the Detention Center at least 12 hours in advance of the inmates that will be transported to court.

Under most circumstances, inmates will be transported to the Jasper County jail after 1800 hours and will have been fed supper.

A 24-hour phone number of someone able to make decisions regarding release of municipal prisoners will be made available to the Detention Center.

Mayor Dan Rife

Date

Sheriff Randee Kaiser

Date

***NEW
BUSINESS***

COUNCIL BILL NO. 20-44

ORDINANCE NO. _____

AN ORDINANCE ADJUSTING THE SOLID WASTE COLLECTION RATES IN THE CITY OF CARTHAGE PURSUANT TO THE CONTRACT AGREEMENT ENTERED INTO THE 1ST DAY OF OCTOBER 1, 2019, AND TERMINATING SEPTEMBER 30, 2024, BY AND BETWEEN THE CITY OF CARTHAGE, MISSOURI, A MUNICIPAL CORPORATION, AND REPUBLIC SERVICES OF GALENA, KANSAS.

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

SECTION I: Rate adjustments are hereby provided for Solid Waste Collection in accordance with the schedule (Appendix A) which is attached hereto and incorporated herein by reference; the new rates shall commence on October 1, 2020, and terminate on September 30, 2021.

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

PASSED AND APPROVED THIS DAY _____ OF _____, 2020.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Public Works Committee

APPENDIX A

SOLID WASTE COLLECTION RATES (Effective October 2020)

RESIDENTIAL SOLID WASTE COLLECTION RATES:

\$12.98 PER MONTH FAMILY

\$10.57 PER MONTH SINGLE/SENIOR

COMMERCIAL CART:	\$29.43
2YD 1X/WK	\$72.37
4YD 1X/WK	\$119.95
6YD 1X/WK	\$151.01
8YD 1X/WK	\$164.72

COUNCIL BILL NO. 20-45

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF CARTHAGE, MISSOURI AND ROBERT C. YAPP, PRESIDENT, PRESERVATION RESOURCES, INC. (PR!), 521 BIRD STREET, HANNIBAL, MISSOURI 63401, FOR TO CONDUCT A HANDS-ON WORKSHOP CALLED "PASSIVE FLOOR RESTORATION" ON OCTOBER 9, 10 & 11, 2020 AT THE PHELPS HOUSE IN CARTHAGE.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute on behalf of the City of Carthage, Missouri a Contract with Robert C. Yapp, President, Preservation Resources, Inc. (PR!), 521 Bird Street, Hannibal, Missouri 63401, for to conduct a hands-on workshop called "Passive Floor Restoration" on October 9, 10 & 11, 2020 at the Phelps House in Carthage, a true copy of which is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Carthage Historic Preservation

❖ PRESERVATION RESOURCES, INC ❖

Creating Practical Historic Preservation Solutions

August 25, 2020

City of Carthage, Missouri Carthage Historic Preservation Carthage, Missouri

Per the RFP I agree to conduct a hands-on workshop called "Passive Floor Repair and Restoration" on Friday, Saturday & Sunday, October 9, 10 & 11, 2020 at the Phelps House in Carthage, Missouri under the following terms:

- 1) With a class of 18 dedicated students (12 minimum) we will begin each of the three days at 8:30 a.m. and end each day around 5:00 p.m. The goal is to safely remove the old finishes from oak flooring in three rooms, make repairs and apply one coat of satin finish by the end of the third day, Sunday March 29. The second coat will have to be applied by someone local after the workshop. I will leave the finish and all the supplies to do this and it would take someone 2 to 3 hours to do so.
- 2) The success of this endeavor is solely dependent on the dedication of the 18 students (minimum of 12 students). Be certain they know it will be hard work and they must commit to staying with the workshop from beginning to end.
- 3) I will arrive at the Phelps House at 3:00 Thursday afternoon October 8, 2020. Everything must be out of all three rooms when we arrive so we can set up and stage the class. The spaces must be heated or air conditioned per the weather. I need to see good pic's of all three rooms in advance.
- 4) I also need someone to test an out of the way spot in each room to see what the existing finish is. This is done by cleaning the small area first with warm water and Dawn. The next step is to apply some denatured alcohol (paint, hardware or lumber store has this) on the spot, let it sit for 5 minutes and then wipe the area with a cotton cloth. If the finish comes off on the rag, it will be shellac, if not it is probably varnish or polyurethane. Take a picture of the rag and email it to me please. This helps me figure out the best way to strip the floor.
- 5) Each student must bring a pair of knee pads & safety glasses. I will supply everything else
- 6) Carthage Historic Preservation agrees to provide lunch on-site for me, my assistant and the attendees.
- 7) My turnkey fee is \$14,800 for the event which includes all travel, accommodations, food and materials.
- 8) Our policy on our larger workshops, like this one, has changed for 2019 & beyond. We require a \$2,000 deposit to reserve the date and cover materials costs. This should be paid at the time the contract is signed.
- 9) We will email an invoice for the balance of \$12,800 before the event. Full payment is due upon completion of the workshop on Sunday, October 11, 2020.
- 10) The checks should be made out to: Preservation Resources, Inc., 521 Bird Street, Hannibal, MO 63401. Preservation Resources, Inc, is a corporation and our Federal I.D. # is 42-1559706.

11) I will e-mail handout materials that will need to put into packets for the estimated number of workshop attendees for each workshop. I will provide any promotional materials you may need and agree to interview with any media entity you deem important to promote the event.

Please sign this Contract and email a signed copy to me at your earliest convenience. You can mail the deposit check at the same time to the address in line 10).

We, the undersigned, understand and agree to the above terms.



8-25-2020

Robert C. Yapp –President Date

City and/or Carthage Historic Preservation Officer

Date

***MAYOR'S
APPOINTMENTS***

Mayor's Appointments

August 2020

Care Leave Committee

2 Year Term – 7 Members – Meets on Call

NAME	PHONE	ADDRESS	APPOINTED	EXPIRES
Tim Hill	237-7020	Street/ 623 E Seventh Street	6/9/2009	Aug-22
Bill Hawkins	237-7200	Police/ 310 W Fourth Street	10/27/2009	Aug-22

Enhanced Enterprise Zone Board

5 Year Term – 7 Members – Meets on Call

NAME	PHONE	ADDRESS	APPOINTED	EXPIRES
Dr. Sean Smith	359-7000	710 Lyon	8/25/2015	Aug-25
Chuck Bryant	237-7300	627 W. Centennial	8/25/2015	Aug-25

Mayor's Appointments

September 2020

Carthage Affordable Housing Task Force

4 Year Term After Reappointment – Meets on Call

<u>NAME</u>	<u>PHONE</u>	<u>ADDRESS</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Larry Graham	358-8896	Assembly of God	9/26/2000	Sep-24
Richard (Bud) Rogers	358-1802	Economic Security	9/28/2004	Sep-24
Jeff Neely	358-8014	Neely Construction	9/26/2000	Sep-24
Chad Reed	358-1445	C & M Electric	9/28/2004	Sep-24
Buddy Garner	358-7898	G & G Construction	10/14/2008	Sep-24
Mark Simpson	358-5592	Simpson Sheet Metal	10/14/2008	Sep-24

RESOLUTIONS

RESOLUTION NO. 1911

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR TRAINING AND UNIFORM REIMBURSEMENT FOR POLICE OFFICERS BETWEEN THE CITY OF CARTHAGE AND WESLEY ECKOLS.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute on behalf of the City of Carthage an Agreement for training and uniform reimbursement for Police Officers between the City of Carthage, Missouri and Wesley Eckols.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Committee on Insurance Audit & Claims

AGREEMENT FOR TRAINING AND UNIFORM REIMBURSEMENT FOR POLICE OFFICERS

I, Wesley Eckols understand as an incentive to recruit potentially promising employees, the City of Carthage (City) has established a program of tuition payment/reimbursement for appropriate employees and has agreed to pay the tuition for my attendance at Missouri Southern State University's (MSSU) Police Academy as a condition of my possible employment as a police officer with the Carthage Police Department (CPD). I agree that in consideration of my employment as a police officer with the CPD, I will reimburse the City for all costs and expenses related to my tuition, initial training, hiring and uniforms required to become a Police Officer subject to the following terms and conditions:

1. I agree to serve as a Police Officer with the Carthage Police Department for a period of not less than thirty-six (36) months, beginning after the completion of the Police Academy at Missouri Southern State University and my Police Officer Field Training Program at the Carthage Police Department.
2. I agree that if my employment should cease for any reason with the Carthage Police Department during my initial probationary period (12 months), or any other time prior to becoming a non-probationary Police Officer, I will repay 100% initial training costs, uniform costs, and expenses incurred by the City.
3. I agree that if I should not successfully complete and graduate from the Police Academy, I will repay 100% of tuition costs, initial training costs, uniforms costs, and other expenses incurred by the City.
4. I agree that if I should accept employment from any other police agency or any other employer upon successful completion and graduation from the police academy, I will repay 100% tuition, initial training costs, uniform costs, and other expenses incurred by the city.
5. I agree that for every month that I leave employment prior to serving thirty-six (36) months after completion of my FTO program, I will reimburse the City on a one-thirty-sixth ($1/36$) per month(s) remaining pro-rata share for all costs and expenses related to my initial training and uniforms provided by the Carthage Police Department.
6. I understand and agree that I will be responsible for the actual costs and expenses incurred on my behalf by the Carthage Police Department not to exceed \$9,065.00 (not including attorney's fees if applicable). I will reimburse this amount or the appropriate percentage pursuant to the terms and conditions of this agreement. (See attachment for the itemized cost of uniforms and training related costs.)

7. I agree that my leaving employment with the City of Carthage or the Police Department, for whatever reason, shall be prima facia evidence that I left employment with the Carthage Police Department voluntarily.

8. I understand and agree that this agreement does not constitute an employment contract and that the Carthage Police Department reserves the right, as an employer, to reassign, discipline or to terminate in accordance with departmental and City of Carthage Rules and Regulations. I also understand that this agreement does not grant me any special rights or benefits from the Carthage Police Department and does not require the Carthage Police Department to offer me a position as a Police Officer. I understand that if I complete the MSSU Law Enforcement Training Academy or, as a presently certified Police Officer, become a member of the Carthage Police Department, this agreement does not alter or affect any other terms or conditions of my employment with the Carthage Police Department.

9. I agree that the City, in its sole discretion, may retain and deduct from my payroll check, any amount due and payable to the Carthage Police Department, to the extent allowed by law, to offset against any training and other employment-related expenses (per section 4 above) that I would be obligated to reimburse the City. I agree to repay any outstanding expenses for which I may be responsible to the Carthage Police Department at the time of my resignation.

10. I agree that if it becomes necessary to enforce this contract and judgment is entered against me, I will pay all costs and expenses incurred by the City of Carthage including attorney fees.

CITY OF CARTHAGE)
STATE OF MISSOURI)
COUNTY OF JASPER)

The parties being duly sworn on oath, depose and signify that they have read the foregoing agreement and subscribe and understand the contents thereof.

_____	_____
Employee	Mayor

_____	_____
Date	Date

ATTEST:

_____	_____
City Clerk	Date

AGREEMENT FOR TRAINING AND UNIFORM REIMBURSEMENT FOR POLICE OFFICERS
ITEMIZED COST OF TRAINING AND EXPENSES FOR

Officer

Listed below are the costs of tuition, travel, and field training costs if these costs apply. Only costs incurred by the City of Carthage will be required to be reimbursed. (Below costs are maximum.)

Tuition to Academy \$7,800

Initial Uniform Costs

\$1,000.00

Medical Exams (Drug test, Physical and Psychological) \$ 265.00

TOTAL: \$ 9,065.00 (Approximate)

RESOLUTION NO. 1912

A RESOLUTION APPROVING THE RECOMMENDATION OF THE McCUNE-BROOKS REGIONAL HOSPITAL TRUST FOR THE DISTRIBUTION OF FUNDS (\$20,575) FROM THE RESTRICTED TRUST FUND TO ART FEEDS.

WHEREAS, the City of Carthage established the McCune-Brooks Regional Hospital Trust (Trustee) in December 2011 for the benefit of the citizens of Carthage, as an irrevocable common law trust under Missouri law; and

WHEREAS, the City approved the sale of the Hospital Property, including all property described as the "Leased Property" and the "Assumed Assets" under the Lease, to Mercy-Carthage for the Purchase Price; and

WHEREAS, the remaining amounts paid by Mercy-Carthage pursuant to the Asset Purchase Agreement were deposited in the McCune-Brooks Regional Hospital Trust; and

WHEREAS, the Grantors of the Trust have agreed that as part of the Lease Agreement all net lease proceeds received by Grantor shall be held, administered, and distributed upon the recommendations of the Trustee, subject to the approval of the City Council; and

WHEREAS, the Trustee may at any time make recommendations for distribution of the principal, and net income, subject to the approval of the City Council, for only the following purposes:

- a) to or for the benefit of the welfare and healthcare related purposes of the citizens of the greater Carthage, Missouri metropolitan area;
- b) to reconstitute and provide funds to operate the Hospital, if needed, upon termination of the Lease Agreement;
- c) to pay any liabilities and obligations of McCune-Brooks under the Lease Agreement;
- d) to enforce the terms of the Lease Agreement, including hiring consultants and attorneys;
- e) to pay the costs necessary for McCune-Brooks to continue its affairs during the term of the Lease Agreement and to wind up its affairs during the Lease Term, including the cost of attorneys, auditors and accountants; and

WHEREAS, the Trustee has recommended the distribution of funds pursuant to section a) above, for grant awards to the following recipient:

Art Feeds	\$20,575
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NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, THE MAYOR CONCURRING HEREIN, AS FOLLOWS:

That the City Council of the City of Carthage, Missouri does hereby approve the recommendation of the Trustee for the distribution of funds pursuant to section a) above, and the attached application.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

ATTEST:

Dan Rife, Mayor

Traci Cox, City Clerk

Application Date: 8/20/20

MCCUNE BROOKS REGIONAL HOSPITAL TRUST
Data Sheet for Organizations
Requesting Grants

PLEASE NOTE: The McCune Brooks Regional Hospital Trust will review the data supplied herein making its determination as to whether or not it will recommend to the Carthage City Council that a grant be made to your organization. However, by reviewing your request and the information supplied herein, the Trust is in no way making any commitment to grant funds to your organization pursuant to this or any other request. Further, the Trust may, at its option, request additional information and such requests by the Trust should not be considered a commitment by the Trust to make any grant to your organization. The Carthage City Council must ultimately approve the Trust's recommendation for funding before any grant of funds can be made.

1. Legal name of your organization: Art Feeds
2. Is your organization an organization qualified as a 501(c)(3) tax-exempt organization by the IRS or qualified in any other manner by the IRS as a tax-exempt entity? YES X NO _____
 - a. If your organization has qualified as a tax-exempt organization, please attach a copy of the IRS qualifying letter or such other documentation you are relying upon to establish your organization's tax-exempt status.
3. Please provide your organization's taxpayer identification number: 27-1326336
4. Please write a brief statement of the purpose of your organization. If you need additional space, you may write on the back of this form or attach a separate statement to this form.

Art Feeds creates programming empowers students through visual, creative and expressive Arts. We are an organization that exists to strengthen the work of schools and children's organizations by providing training, curriculum, supplies and ongoing support for teachers and staff to then impact students. Our programming, training and curriculum are designed to increase problem-solving skills and self-efficacy in children, foster healing through art for children who have experienced trauma or face obstacles, provide all-inclusive programs to reach students where they are- regardless of their diverse needs and backgrounds, prioritize creativity as a valuable life skill, and facilitate expression for children's emotional health and well-being, decrease fear, stress and anxiety in children. Art Feeds programming is different, we merge the power of art making with the transformative power of emotional intelligence and mental health to create space for children to create, feel and grow. Since our inception in 2009, Art Feeds has impacted 65,000, and has been active in the Carthage Community since 2015, providing expressive and creative arts programming to 2,000-3,000 children in the Carthage Community annually.
5. How much money is your organization requesting from the McCune Brooks Regional Hospital Trust?
\$20,575
6. When does your organization anticipate the need for funds it is requesting?

We are requesting these funds to support our Trauma Informed Care Training, Curriculum, Art Supplies and Ongoing Support Program for Carthage R-9 Elementary Schools to impact 1,800 children. The funds would be used ASAP to order Art Packs for Carthage Elementary students to use in virtual and in person this year and to train 33 Carthage staff members on Trauma Informed Care and Trauma Curriculum.

7. Please write a brief statement as to the purpose for which these funds are being requested. If you need additional space, you may write on the back or attach a statement to this form.

With this project we will support 1,800 Elementary aged children in Carthage, MO. We will provide Trauma Informed Care Training, Trauma Curriculum, Art Supplies and ongoing support to empower teachers to create spaces where children can grow resilience, social emotional skills and mental and emotional wellness. Our organizational focus in the 2020-2021 school year is support for the Adverse Childhood Effects the children of Carthage are facing in real time. The demographics are as follows:

Steadley Elementary 550 students- 46% free and reduced lunch & 25% minority (majority Latinx)
Columbian Elementary 500 students- 83% free and reduced lunch & 64% minority (majority Latinx)
Mark Twain Elementary 300 students- 51% free and reduced lunch & 35% minority (majority Latinx)
Fairview Elementary 600 students- 51% free and reduced lunch & 69% minority (majority Latinx)
As well as the training and support of 20 elementary grade level teachers , counselors and art teachers.

Art Feeds lessons use all forms of art- dancing, painting, drawing, sculpture, storytelling, music making and more. We have over 200 lessons vetted with thousands of children and improved over time. We have perfected our training in over 11 years, a training we call the Art Feeds Method. The Art Feeds Method allows school and children organization staff to create spaces that are dynamic- fun, joyful, safe, free, available for risk taking, encouraging of imagination, supportive of innovation and open to exploration. Our training includes a focus with a Creative Arts Therapist and Child Trauma Specialist that shares strategies of how classroom teachers can meet the needs of students.

Programming is free for children & parents through our Community Assist program. Art Feeds has been a consistent force across the country, in past years we have worked with an average of 7,000-10,000 children per school year, 3,000 of which are in the Carthage Community. Our programs have been fostering long-term growth and change in Carthage since 2015. Art Feeds has existed since 2009 and impacted 65,000 children and counting. In the 2020-2021 school year, we are slated to impact 27,000 children with our Trauma Informed Care Training and Trauma Curriculum, the bulk of our programming in MO, AR, OK, and KS.

We have implemented strategic plan in response to COVID-19 to meet the needs of the children we serve by helping with students' mental and emotional wellness and social emotional skills. Our actionable plan so far: 1.) In March, we acted quickly and provided the immediate need of over 1,100 emergency art kits. Art kits helped with ongoing school and provided supplies to children with very little resources. Distributed with free lunch pick up to the most vulnerable children in Carthage 2.) Train 100 teachers in 10 high needs School Districts. The focus in Carthage Schools is 20 teachers in 4 elementary schools. This training will include training on Trauma Informed care and on how to use creativity and expression for the purpose of mental and emotional wellness in children. We will also include year-long access to our Trauma curriculum and Core Elementary curriculum on Art Feeds Online and ongoing support from our staff throughout the school year. This will impact 27,000 elementary aged children, and for the purpose of this grant, 1,800 Carthage Elementary aged children at the cost of \$14.27 per head. 3.) Provide art packs for 1,800 Carthage children this school year. Experts predict there will be a COVID spike and potential school closings, art packs will be used to suppress the spread of germs and provide tools for students should school closings occur. 4.) For the past 20 weeks, we have created free online content for parents to have easy access to while children are home. This content is specifically 3-10 minute project tutorials with a focus on social

emotional skills called #ArtFeedsMakes posted 1-2 times weekly and free Social Emotional Learning activity sheets created once a week. We have created over 45 projects for easy at home use for distance learners. See the blog on www.artfeeds.org for examples 5.) We have re-filmed all of our Trauma Curriculum Teaching videos in order to reach at home learners, videos that teach directly to the students 6.) We have translated all of our trauma curriculum in Spanish to allow for more equity and inclusivity for students with Spanish speaking parents or students who have English as a second language. 7.) For students with limited access to wifi, we have created social emotional skill activity sheets to pair with our lessons. If students cannot watch the lesson online, they can still participate with a printable. Our aim was to provide tools for teaching no matter in person, distance learning or hybrid.

Art Feeds began in 2009 in Joplin, MO. In May 2011, we used art making in the healing process to address the collective grief and community wide trauma caused by the EF-5 tornado. In 2 years from the time the disaster struck, Art Feeds was working with every elementary aged student in 16 Joplin schools on a weekly basis. This laid the groundwork for our organization to use art as an expressive and healing mechanism for years to come. Using all forms of art- painting, drawing, dancing, storytelling and music, our curriculum is designed to create a space where children feel free and safe to express themselves. We used what we learned in each community in real time to test and improve the best lessons for children in facing Adverse Childhood Effects (ACE's) and those in grief and trauma. We also perfected the space that an educator can which we call the Art Feeds Method. The Art Feeds Trauma curriculum has been used in Moore, OK, following a tornado, after flooding in Estes Park, CO and Noel, MO, and internationally in highly vulnerable populations- children who have been rescued from trafficking, slavery, disease and chronic poverty, with children with incarcerated parents, children who have survived sexual trauma, children rescued from slavery and the list goes on. The curriculum has these benchmark goals that we measure in pre and post surveys with students 3rd-5th grade:

1.) Reduce fear, stress and anxiety in students; 2.) Increase self-efficacy and self worth; and 3.) Increase creative problem solving and resiliency skills. In the 2017-2018 school year Art Feeds programs had a success rate of 1.) A 35% reduction in fear, stress and anxiety; 2.) An increase in self-efficacy and self worth by 28%; and 3.) An increase in creative fluency and problem solving by 52%.

These are all tools children of this pandemic need this school year, and we have the expertise to provide it. Teachers at our partner schools have reached out for help, sharing that they feel overwhelmed and under equipped to cope with the trauma their students are facing- we have the ability to fill that gap. Art Feeds lessons are written by a certified Art Teacher, consulted on by a Creative Arts Therapist and developed in conjunction with a Child Trauma specialist. The lesson plans are on Art Feeds Online, where teachers have access to the full lesson, project examples, teaching videos accompanying each lesson, additional resources and training videos on how to create an environment where children feel free and safe to express themselves. This is ideal for our current situation, allowing teachers to use these resources both with students in person in school, and easily use when online teaching. The landscape is uncertain in the coming school year, with distance learning, in person learning and a hybrid mix. Our training, curriculum and trauma

curriculum will be used in any scenario, built to be flexible to meet the needs of the teachers, parents and schools.

With our focus on Trauma Informed Care and Trauma Curriculum this year, we have solidified partnerships and grants to support thousands of children and over 100 teachers. We have written and received grants to support the Arkansas programming and wish to do the same for our Missouri partners. We have received a \$5,000 grant from Community Foundation of the Ozarks in support of the project, are allocating \$1,000 of our Carthage Area United Way funding to the project and are looking for an additional \$20,000 in support to fund the project completely.

This funding will support Trauma Informed Care training with 20 teachers in 4 Carthage Elementary Schools, Trauma Curriculum and annual access to our curriculum portal- Art Feeds Online, ongoing support to Carthage Elementary School staff and Art Packs to 1,800 students.

A further note on Art Packs- a critical need now is art supplies for the students. For 11 years, Art Feeds has provided Art Packs to students in our Community Assist program. Art packs are a tote bag filled with essential supplies for each individual student we serve. In communicating and processing with teachers on the effects of COVID, we are learning that the art packs are more essential than ever for learning and student's safety this school year. The art packs will serve a dual purpose for students in online learning help students complete their schoolwork and continue their expression and creativity at home. We understand that the most marginalized students will be those attending school in person in the fall. For students who attend school in person, the individual art packs and supplies help suppress the spread of germs. Schools are underfunded and most shared supplies in classrooms are purchased by teachers, the average amount per student in Missouri art classrooms is \$3 for the entire school year when supplies are purchased in bulk. Students that have a choice to attend school online are traditionally from higher income households, with parents that have the ability to work from home. Students in the free and reduced lunch percentages often have parents that cannot work remotely and must send their children to school. A majority of Carthage students are Latinx, which from research we know that this population is at a higher risk of being affected by COVID-19 as are their families. Art packs will help students contain the spread of germs as they attend school in the coming school year. If mandatory school closures occur due to a rise in COVID-19 cases, these vulnerable students will be able to take their art packs home, providing them with the essential supplies for school and creating that many lack. This funding would allow us to keep 1,800 students safer and healthier physically, mentally and emotionally in the coming school year.

8. **If the McCune Brooks Regional Hospital Trust consents to recommend a grant to your organization of the funds requested for the purpose you have set forth in your response to Item 7 above, it will be because the trustee has determined that the purpose forwarded by the grant is for the general welfare and healthcare benefit of the citizens of Carthage, Missouri, and healthcare related purposes of the greater Carthage, Missouri, metropolitan area. Please write a brief statement as to how this requested grant to your organization will meet these purposes. If you need additional space, you may write on the back or attach a statement to this form.**

As mentioned above, the focus is to empower 33 Carthage Elementary School staff with Trauma Informed Care Training and Art Feeds Trauma Curriculum, to be used to aid in the mental and emotional wellness for students. Carthage children are facing Adverse Childhood Effects in real time, with loss of loved ones, loss of a sense normalcy, homes, food security, financial security and so

much more. Our goal is to equip the staff to care for students needs, as well as provide students with art packs to continue the Trauma Curriculum in school or at home on an ongoing basis for their mental and emotional wellness.

- 9. What are the sources of funds your organization relies upon to achieve its goals? You need not list individual donors by name. Also, please provide a balance sheet and income statement for your organization.**

For this project specifically, Art Feeds has received \$5,000 from the Community Foundation of the Ozarks COVID-19 Response and Recovery Fund. We seek the remaining \$15,000 needed for the project from McCune Brooks Trust to support children of the Carthage community as this project has pivoted from our regular school year programming in an effort to support the mental and emotional health of Carthage children. Please see the attached project budget for a clearly outlined intended use of funds.

For our general funds, In a typical year, Art Feeds relies on individual donors to support our organization by 40-50% of the budget. These individual donors are not a handful of large donors, but rather many donors giving gifts from \$5-500 regularly or in our Online Fundraising Campaigns. However, due to the effects of COVID-19, many of these everyday people have taken a large financial hit and are unable to donate which effects our organization. However, we have been able to pivot and apply for many grants to support our programming- Steadley Foundation, Carthage Community Foundation, Community Foundation of the Ozarks, and Carthage Area United Way have all supported our programs to help Art Feeds remain sustainable during this uncertain time. We also received PPP to aid our organizational payroll in the recent uncertain months.

- 10. Please list the name, address, Email address & phone # of the presiding officer of your organization.**

Margaret (Meg) Bourne, Founder and CEO, meg@artfeeds.org , 417-483-8454

- 11. Please list the names, addresses, and phone numbers of four (4) officers or members of your organization, other than your presiding officer, who will be available to the Trust, or Trust's appointee, for the purpose of interviews about the organization and for the purpose of being a source of information about your organization.**

1. Heather Collier, Board President, 528 E Centennial Ave Carthage MO 64836, (617) 980-1467
2. Jason Shelfer, Secretary, 1628 S. Maple Street Carthage, MO 64836, (417) 793-7827
3. Kim Lewis, Vice President, 700 West Live Oak Street Austin, TX 78704 (323) 574-4503
4. Michael Compton, Treasurer, 112 North Wood Street Neosho, MO 64850 (417) 437-1669

- 12. Please identify an individual for follow up contact to review effectiveness of the grant.**

Meg Bourne, Art Feeds CEO at meg@artfeeds.org and 417-483-8454

Completed Affidavit must be included with application for consideration!

501(c) (3) VERIFICATION AFFIDAVIT

The undersigned, a duly appointed officer of _____,
(hereinafter referred to as the "Organization") hereby certifies that, as of the date shown below, the Organization is operating as an exempt organization as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, that said Organization has provided to the McCune Brooks Regional Hospital Trust a copy of its letter from the Internal Revenue Service informing the Organization of the determination of its exempt status, and that the Organization has not in the past year lost or relinquished its exemption status for any reason.

Dated this _____ day of _____, 20____.

*Please reference attached scan for signed affidavit
(Name of Organization)

BY: _____
Signature

Typed Name and Title

Submit this completed application to:

**McCune Brooks Regional Hospital Trust
c/o Schmidt Associates
1105 Industrial Drive
Carthage, MO. 64836**

Requests will be reviewed at the next scheduled meeting of the Trustees.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

AUG 05 2011

ART FEEDS
2416 E 11TH
JOPLIN, MO 64801

Employer Identification Number:

27-1326336

DLN:

17053137320011

Contact Person:

PAULA J MOLL-MALONE

ID# 31262

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

July 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990 Required:

Yes

Effective Date of Exemption:

July 14, 2009

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

Art Feeds

BALANCE SHEET

As of July 1, 2020

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10000 Art Feeds National 3560	72,803.32
10300 Bridge Grant	8,278.00
10500 Carthage	23,620.80
10700 Mobile Art Center	56.14
10950 Murals	0.00
10960 Walmart Grant- Misc Murals	19,862.10
Total 10950 Murals	19,862.10
10955 Art Feeds Online Updates	0.00
Total 10000 Art Feeds National 3560	124,620.36
10200 PayPal	700.55
10250 Venmo	-71.19
Art Feeds Savings 6960	904.78
Total Bank Accounts	\$126,154.50
Accounts Receivable	
11400 Grants Receivable	869.70
Total Accounts Receivable	\$869.70

Art Feeds

BALANCE SHEET

As of July 1, 2020

	TOTAL
Other Current Assets	
10099 Undeposited Funds	-3,912.85
10900 Cash on Hand	242.84
11020 Inventory Asset	2,009.14
Uncategorized Asset	158.87
Total Other Current Assets	\$ -1,502.00
Total Current Assets	\$125,522.20
Fixed Assets	
15000 Furniture and Equipment	15.90
15200 Computer Equipment	2,341.77
15300 Computer Accum Depreciation	-968.00
15400 Vehicles	37,432.26
15401 Accum Depr - Vehicles	0.00
Total 15400 Vehicles	37,432.26
17000 Website Development	17,473.00
17100 Website Accum Amortization	-2,184.00
Total Fixed Assets	\$54,110.93
Other Assets	
15500 Carthage CFO Endowment	9,546.26
15600 Joplin Comm Found. Endowment	594.69
Total Other Assets	\$10,140.95
TOTAL ASSETS	\$189,774.08

Art Feeds

BALANCE SHEET

As of July 1, 2020

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable	0.00
Total Accounts Payable	\$0.00
Other Current Liabilities	
21000 Payroll Liabilities	0.00
21010 Federal Taxes (941/944)	-116.22
21020 MO Income Tax	-14.00
21021 MO Unemployment Tax	0.00
21030 KS Income Tax	0.00
21099 Accrued Payroll	0.00
AR Income Tax	410.49
AR Unemployment Tax	0.00
Total 21000 Payroll Liabilities	280.27
230000 PPP Loan Payable	14,312.00
240000 EIDL Loan Payable	15,000.00
Direct Deposit Payable	0.00
Total Other Current Liabilities	\$29,592.27
Total Current Liabilities	\$29,592.27
Total Liabilities	\$29,592.27
Equity	
30000 Opening Balance Equity	9,103.49
32000 Unrestricted Net Assets	57,371.92
39000 Retained Earnings	94,092.73
Net Income	-386.33
Total Equity	\$160,181.81
TOTAL LIABILITIES AND EQUITY	\$189,774.08

Completed Affidavit must be included with application for consideration!

501(c) (3) VERIFICATION AFFIDAVIT

The undersigned, a duly appointed officer of Art Feeds,
(hereinafter referred to as the "Organization") hereby certifies that, as of the date shown below, the
Organization is operating as an exempt organization as described in Section 501(c)(3) of the Internal
Revenue Code of 1986, as amended, that said Organization has provided to the McCune Brooks Regional
Hospital Trust a copy of its letter from the Internal Revenue Service informing the Organization of the
determination of its exempt status, and that the Organization has not in the past year lost or
relinquished its exemption status for any reason.

Dated this 21 day of August, 2020.

Art Feeds
(Name of Organization)
BY: [Signature]
Signature
Founder and CEO
Typed Name and Title

Submit this completed application to:

**McCune Brooks Regional Hospital Trust
c/o Schmidt Associates
1105 Industrial Drive
Carthage, MO. 64836**

Requests will be reviewed at the next scheduled meeting of the Trustees.

School	# of Element	# of student	Free and reduced lunch %	Minority enrollment %	County
Fairview Elementary	1	600	51%	69% (majority latinx)	Jasper
Art Packs					
A tote with a 24 count of crayons, 10 count washable markers, 8 count watercolor palette, 40 page sketchbook, 9 gram glue					\$8.50
					600 \$5,100.00
Trauma Curriculum and Trauma Informed Care Educator Training Per School					
Cost per person trained (					\$100 \$500
Additional costs-printed r					\$100 \$100
					Sub Total: \$600
At Feeds Online Curriculum Portal Use Per District					
			Cost per user	\$300	\$1,500
					Sub Total: \$1,500
Number of Teachers at Training:	5				Cost of Trai \$2,100
					Total cost: \$7,200.00

School	# of Elementary Schools	# of students	Free and reduced lunch %	Minority enrollment %	County		
Mark Twain Elementary	1	300	51%	35% (majority latinx)	Jasper		
Art Packs							
A tote with a 24 count of crayons, 10 count washable markers, 8 count watercolor palette, 40 page sketchbook, 9 gram glue stick, 2 pencils, a pencil sharpener and eraser						\$8.50	
						300	\$2,550.00
Trauma Curriculum and Trauma Informed Care Educator Training Per School							
Cost per person trained (poster, apron, supplies, etc.)			\$100				\$500
Additional costs-printed materials and shipping			\$100				\$100
						Sub Total:	\$600
At Feeds Online Curriculum Portal Use Per District							
Cost per user for one year			\$300		\$1,500		
						Sub Total:	\$2,100
Number of Teachers at Training:		5				Cost of Trai	\$2,700
						Total cost:	\$5,250.00

School	# of Elementary Schools	# of students	Free and reduced lunch	Minority enrollment	County		
Columbian		1	500	82% 64% (majority latinx)	Jasper		
Art Packs							
A tote with a 24 count of crayons, 10 count washable markers, 8 count watercolor palette, 40 page sketchbook, 9 gram glue stick, 2 pencils, a pencil sharpener and eraser						\$8.50	
						500	\$4,250.00
Trauma Curriculum and Trauma Informed Care Educator Training Per School							
			Cost per person trained (poster, apron, supplies, etc.)	\$100			\$500
			Additional costs-printed materials and shipping	\$100			\$100
						Sub Total:	\$600
At Feeds Online Curriculum Portal Use Per District							
			Cost per user for one year	\$300	\$1,500		
						Sub Total:	\$1,500
Number of Teachers at Training:		5				Cost of Trai	\$2,100
						Total cost:	\$6,350.00

School	# of Elementary Schools	# of students	Free and reduced lunch	Minority enrollment	County		
Steadley Elementary		1	550	48% 25% (majority latinx)	Jasper		
Art Packs						\$8.50	
A tote with a 24 count of crayons, 10 count washable markers, 8 count watercolor palette, 40 page sketchbook, 9 gram glue stick, 2 pencils, a pencil sharpener and eraser						550	\$4,675.00
Trauma Curriculum and Trauma Informed Care Educator Training Per School							
Cost per person trained (poster, apron, supplies, etc.)			\$100				\$500
Additional costs-printed materials and shipping			\$100				\$100
						Sub Total:	\$600
At Feeds Online Curriculum Portal Use Per District							
		Cost per user for one year	\$300		\$1,500		
						Sub Total:	\$1,500
Number of Teachers at Training:		5				Cost of training/C	\$2,100
						Total Cost:	\$6,775.00

Trauma Informed Care and Trauma Curriculum for NWA Project Budget

Trauma Curriculum and Trauma Informed Care Educator Training Per School

School	# of staff trained	# of Elementary aged children	
Steadley Elementary	5	450	\$2,100
Columbian Elementary	5	500	\$2,100
Mark Twain Elementary	5	250	\$2,700
Fairview Elementary	5	600	\$2,100
Sub Total:			\$9,000

Art Pack Bu Art Packs for all students in each district in the free and reduced lunch percentage

School	# of art packs	Cost per	
Steadley Elementary	550	\$8.50	\$4,675
Columbian Elementary	500	\$8.50	\$4,250
Mark Twain Elementary	300	\$8.50	\$2,550
Fairview Elementary	600	\$8.50	\$5,100
Sub Total:			\$16,575

Ongoing Support for Overall Trauma Curriculum and Trauma Informed Care Program for the 2020-2021 School year staff

Training			
3 hour Digital Training with 2 Art Feeds Staff Members for 33 teachers training		\$400	
Creative Arts Therapist Training Fee		\$100	
Sub Total:			\$500

Total Budget:	\$26,075.0
Total Children Served:	1,800
Average Cost per child:	\$14.49
Requested from McCune Brook	\$20,975

RESOLUTION NO. 1913

A RESOLUTION APPROVING THE RECOMMENDATION OF THE McCUNE-BROOKS REGIONAL HOSPITAL TRUST FOR THE DISTRIBUTION OF FUNDS (\$20,000) FROM THE RESTRICTED TRUST FUND TO THE FAIR ACRES FAMILY YMCA.

WHEREAS, the City of Carthage established the McCune-Brooks Regional Hospital Trust (Trustee) in December 2011 for the benefit of the citizens of Carthage, as an irrevocable common law trust under Missouri law; and

WHEREAS, the City approved the sale of the Hospital Property, including all property described as the "Leased Property" and the "Assumed Assets" under the Lease, to Mercy-Carthage for the Purchase Price; and

WHEREAS, the remaining amounts paid by Mercy-Carthage pursuant to the Asset Purchase Agreement were deposited in the McCune-Brooks Regional Hospital Trust; and

WHEREAS, the Grantors of the Trust have agreed that as part of the Lease Agreement all net lease proceeds received by Grantor shall be held, administered, and distributed upon the recommendations of the Trustee, subject to the approval of the City Council; and

WHEREAS, the Trustee may at any time make recommendations for distribution of the principal, and net income, subject to the approval of the City Council, for only the following purposes:

- a) to or for the benefit of the welfare and healthcare related purposes of the citizens of the greater Carthage, Missouri metropolitan area;
- b) to reconstitute and provide funds to operate the Hospital, if needed, upon termination of the Lease Agreement;
- c) to pay any liabilities and obligations of McCune-Brooks under the Lease Agreement;
- d) to enforce the terms of the Lease Agreement, including hiring consultants and attorneys;
- e) to pay the costs necessary for McCune-Brooks to continue its affairs during the term of the Lease Agreement and to wind up its affairs during the Lease Term, including the cost of attorneys, auditors and accountants; and

WHEREAS, the Trustee has recommended the distribution of funds pursuant to section a) above, for grant awards to the following recipient:

FAIR ACRES FAMILY YMCA

\$20,000

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

That the City Council of the City of Carthage, Missouri does hereby approve the recommendation of the Trustee for the distribution of funds pursuant to section a) above, *and the attached application.*

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

ATTEST:

Dan Rife, Mayor

Traci Cox, City Clerk

Application Date: 8-21-20

MCCUNE BROOKS REGIONAL HOSPITAL TRUST
Data Sheet for Organizations
Requesting Grants

PLEASE NOTE: The McCune Brooks Regional Hospital Trust will review the data supplied herein making its determination as to whether or not it will recommend to the Carthage City Council that a grant be made to your organization. However, by reviewing your request and the information supplied herein, the Trust is in no way making any commitment to grant funds to your organization pursuant to this or any other request. Further, the Trust may, at its option, request additional information and such requests by the Trust should not be considered a commitment by the Trust to make any grant to your organization. The Carthage City Council must ultimately approve the Trust's recommendation for funding before any grant of funds can be made.

1. Legal name of your organization: Fair Acres Family Y, Inc
2. Is your organization an organization qualified as a 501(c)(3) tax-exempt organization by the IRS or qualified in any other manner by the IRS as a tax-exempt entity? YES ☒ NO ☐

a. If your organization has qualified as a tax-exempt organization, please attach a copy of the IRS qualifying letter or such other documentation you are relying upon to establish your organization's tax-exempt status.

3. Please provide your organization's taxpayer identification number: 43-1558437
4. Please write a brief statement of the purpose of your organization. If you need additional space, you may write on the back of this form or attach a separate statement to this form.

A Hatched

5. How much money is your organization requesting from the McCune Brooks Regional Hospital Trust?
\$20,000 - \$33,370
6. When does your organization anticipate the need for funds it is requesting? Asap

7. Please write a brief statement as to the purpose for which these funds are being requested. If you need additional space, you may write on the back or attach a statement to this form.

A Hatched

8. If the McCune Brooks Regional Hospital Trust consents to recommend a grant to your organization of the funds requested for the purpose you have set forth in your response to Item 7 above, it will be because the trustee has determined that the purpose forwarded by the grant is for the general welfare and healthcare benefit of the citizens of Carthage, Missouri, and healthcare related purposes of the greater Carthage, Missouri, metropolitan area. Please write a brief statement as to how this requested grant to your organization will meet these purposes. If you need additional space, you may write on the back or attach a statement to this form.

Attached

9. What are the sources of funds your organization relies upon to achieve its goals? You need not list individual donors by name. Also, please provide a balance sheet and income statement for your organization.

Attached

10. Please list the name, address, Email address & phone # of the presiding officer of your organization.

Attached

11. Please list the names, addresses, and phone numbers of four (4) officers or members of your organization, other than your presiding officer, who will be available to the Trust, or Trust's appointee, for the purpose of interviews about the organization and for the purpose of being a source of information about your organization.

1.

Attached

2.

3.

4.

12. Please identify an individual for follow up contact to review effectiveness of the grant.

Completed Affidavit must be included with application for consideration!

501(c) (3) VERIFICATION AFFIDAVIT

The undersigned, a duly appointed officer of Fair Acres Family Y, Inc, (hereinafter referred to as the "Organization") hereby certifies that, as of the date shown below, the Organization is operating as an exempt organization as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, that said Organization has provided to the McCune Brooks Regional Hospital Trust a copy of its letter from the Internal Revenue Service informing the Organization of the determination of its exempt status, and that the Organization has not in the past year lost or relinquished its exemption status for any reason.

Dated this 21 day of August, 2020.

Fair Acres Family Y, Inc
(Name of Organization)
BY: [Signature]
Signature
Jonathan Roberts CEO
Typed Name and Title

Submit this completed application to:

McCune Brooks Regional Hospital Trust
c/o Schmidt Associates
1105 Industrial Drive
Carthage, MO. 64836

Requests will be reviewed at the next scheduled meeting of the Trustees.



BlueWater Pools
Commercial Aquatic Services

Fair Acres YMCA

Swimming Pool Improvements

Therapy Pool & Lap Pool Resurfacing

Summary: Resurface existing swimming pools with white plaster surface. Includes the following:

Scope of Work:

- Cut back along water line tile
 - 2" saw cut and demo of existing plaster around all existing tile
 - Price does NOT include new tile – repairs made to damaged tile caused by cut back included
- Sound test floor / walls to ensure surface integrity – repair as needed
 - Repair hollow spots on floors & walls
 - Includes 20 sq. ft of demo / repair
 - Additional square footage repaired @ \$3.00/sq. ft.
- Repair any cracked areas with high strength patching material
- Pressure wash, acid wash, and TSP to clean surface and prep for scratch coat
- Apply bond coating to promote strong adhesion between existing plaster and new plaster surface – Scratch Kote (therapy pool only)
- Install 1/2" to 5/8" of white plaster
- Fill pool & add startup chemicals during fill to harden plaster surface and to remove metals of fill water.
- Install grab rails using SS hardware – repair handrail anchors as needed
- Includes clean up and removal of debris

Cost:

Pool Resurface -- \$49,920.00 plus applicable taxes

Warranty:

Blue Water Pools will provide a one (1) year warranty against plaster surface delaminating. No warranty / repair is offered for staining of surface during or after pool fill.

Special Considerations:

1. *Filling of pool must be continuous. Owner accepts responsibility for any damage / stain rings of plaster if water pressure is lost and / or water is shut off before pool is completely full.*
2. *A "metal out" chemical will be added to fill process to coagulate metals that are present in fill water to prevent staining of plaster surface. Owner accepts responsibility for any staining of new plaster surface caused by excessive metals*

deposited onto plaster surface during fill process and or make-up water added to pool during normal operations.

3. *Project to be completed by August 26, 2020 to allow for swim meet on September 1, 2020.*

Payment Terms

Final Payment: Net 10 – upon completion and acceptance

Therapy Pool Filtration System

Summary: Remove and replace filtration system for therapy pool.

Scope of Work:

- Demolition and removal of existing Neptune Benson filter – storage of pump/motor
- Installation of 2 – Pentair Triton TR-140C Commercial fiberglass filters
- Installation of 3hp Pentair Whisperflo XF Pump / 3ph / 230/460
- Installation of all filter media, plumbing, valves

One year warranty from date of installation. All other manufacturer warranties apply.

Cost:

Filtration System: \$14,250.00 plus applicable taxes

AccuTab Equipment Installation

Summary: Replace existing chlorination system with updated 2020 model systems.

Scope of Work:

- Removal of existing systems
- Installation of 2 AccuTab Model 1030PB with overflow protection
- Includes extended warranty – 3 years

Cost: \$1500.00 x 3 -- \$4500.00
3 equal payments made September 1, 2020 / 2021 / 2022

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P O BOX A-3290 DPN 22-2
CHICAGO, IL 60690

Date: NOV 09 1994

FAIR ACRES FAMILY Y INC
2600 SO GRAND
CARTHAGE, MO 64836

DEPARTMENT OF THE TREASURY

Employer Identification Number:
43-1558437

Case Number:
964277044

Contact Person:
MRS. R. COOLEY

Contact Telephone Number:
(312) 886-6532

Our Letter Dated:
April 15, 1991

Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Marilyn H. Day

Marilyn H. Day
District Director

2020 YMCA BOARD ROSTER

	NAME	ADDRESS	PHONE	EMAIL	NOTE
1	Jason Peterson	201 Royal Oak Dr Joplin, MO 64801	(417) 793-8700	jpeterson@cwep.com	President Finance Committee
2	Eric Putnam	521 E Highland Carthage, MO 64836	(417) 388-2739	eric@greconnect.com	Treasurer Finance Committee
3	Rob Barber	7718 County Rd 164 Carthage, MO 64836	(661) 992-8148	rbarber280@yahoo.com	Secretary Mileage Reimbursement Admin
4	Jim Schriever	1509 S Main St Carthage, MO 64836	(817) 946-5955	jim.schriever@gmail.com	Vice President Membership Committee Finance Committee
5	Liliana Cano	1902 Wynwood Dr Carthage, MO 64836	(417) 388-9327	canomontoya.lilianamaria@gmail.com	
6	Mindy Porter	6722 Raccoon Rd Granby, MO 64844	(928) 245-6074	portemin@gmail.com	Membership Committee Program?
7	Mike Robertson	407 Fox Ridge Dr Joplin, MO 64801	(417) 540-4931	mrdaduv5@gmail.com	Finance Committee
8	Amy Frieling	1116 W Centennial Ave Carthage, MO 64836	(417) 793-2988	amyfrieling@crowder.edu	Aquatic Park Committee
9	Michael Hicks	2262 Pearl St. Carthage, Mo 64836	(417) 499-4896 (m)	michaeljhicks@outlook.com	
10	Melissa Petersen	2266 S Ressie Dr Carthage, MO 64836	(417) 793-3310 (m)	m.petersen05@gmail.com	
11	Cathy Lipscomb	1002 Southern Hills Carthage, MO 64836	(417) 629-8939 (m) (417) 358-5355 (h)	cathylipscomb84@gmail.com	
12	Bryan Shallenberger	420 Ruby Road Carl Junction, MO 64834	417-438-6255	shallenburgerb@carthagetigers.org	

Fair Acres Family YMCA, Inc.
Balance Sheets
July 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Assets		
Current Assets		
Cash in bank - UMB 2930311966	\$ 451,635.18	\$ 424,019.28
Cash in bank - PWY & other temp. rest. cash 3536	117,635.90	212,635.58
Petty cash	700.00	435.00
Change funds	200.00	50.00
Cash in bank - CD	200,000.00	200,000.00
Accounts receivable - general	13,863.20	5,168.49
Prepaid expenses	791.61	2,029.15
Prepaid lease rent	134.00	136.00
Investment - UMB endowment (Primary)	<u>1,746,771.30</u>	<u>1,700,988.57</u>
Total Current Assets	<u>2,531,731.19</u>	<u>2,545,462.07</u>
Property and Equipment		
Buildings	5,165,213.63	4,819,745.62
Furniture, fixture and equipment	1,777,220.13	1,543,228.03
Less accumulated depreciation	<u>(3,859,099.35)</u>	<u>(3,567,119.12)</u>
Net Property and Equipment	<u>3,083,334.41</u>	<u>2,795,854.53</u>
Non Current Assets		
Investment - UMB endowment (McGaughey)	161,527.31	157,779.24
Investment - CFO endowment	<u>150,857.03</u>	<u>155,636.67</u>
Total Non Current Assets	<u>312,384.34</u>	<u>313,415.91</u>
Total Assets	<u>\$ 5,927,449.94</u>	<u>\$ 5,654,732.51</u>

See accountant's compilation report.

Fair Acres Family YMCA, Inc.
Balance Sheets
July 31, 2020 and 2019

Liabilities and Net Assets

	<u>2020</u>	<u>2019</u>
Current Liabilities		
Accounts payable	\$ 39,913.71	\$ 9,556.04
Credits due to member	4,215.50	3,671.00
Accrued payroll	52,283.13	38,248.56
Uncashed paychecks	985.49	985.49
Deferred membership revenue	5,016.03	8,826.92
Deferred program revenue	<u>(15.00)</u>	<u>555.00</u>
Total Current Liabilities	<u>102,398.86</u>	<u>61,843.01</u>
Long-Term Liabilities		
Note payable - long term	<u>122,300.00</u>	<u>0.00</u>
Total Long-Term Liabilities	<u>122,300.00</u>	<u>0.00</u>
Total Liabilities	<u>224,698.86</u>	<u>61,843.01</u>
Net Assets		
Unrestricted Net Assets	3,525,959.54	3,365,849.44
Temporarily Restricted Net Assets:	1,864,407.20	1,913,624.15
Permanently Restricted Net Assets:	<u>312,384.34</u>	<u>313,415.91</u>
Total Net Assets	<u>5,702,751.08</u>	<u>5,592,889.50</u>
Total Liabilities and Net Assets	<u>\$ 5,927,449.94</u>	<u>\$ 5,654,732.51</u>

See accountant's compilation report.

ANSWERS

4. The Y is the leading nonprofit committed to strengthening community by connecting all people to their potential, purpose and each other. Working locally, we focus on empowering young people, improving health and well-being and inspiring action in and across communities.

5. Funds requested: \$20,000-\$33,370

6. Funding pledge needed asap. Actual distribution of funding can be over a time period.

7. The funds will be used to help complete a large project that includes:

\$49,920 - To drain, repair, resurface, and refill both indoor pools.

\$14,250 - New filter replacement and circulation pump on the therapy pool

\$4,500 - Two new AccuTab chlorination systems for the therapy and lap pools (3 year lease)

8. Currently the YMCA operates two indoor pools in Carthage. Both pools provide a variety of different activities and purposes.

The Therapy pool hosts 4-5 aqua fitness classes each day with attendance of the class ranging from 12-24 participants. Many of these classes focus on back, hip and knee issues and are very popular with senior women. We also use the therapy pool to provide beginner swim lessons for children thru monthly classes. McCune Brooks therapists utilize use of the Therapy pool for patients going thru rehab.

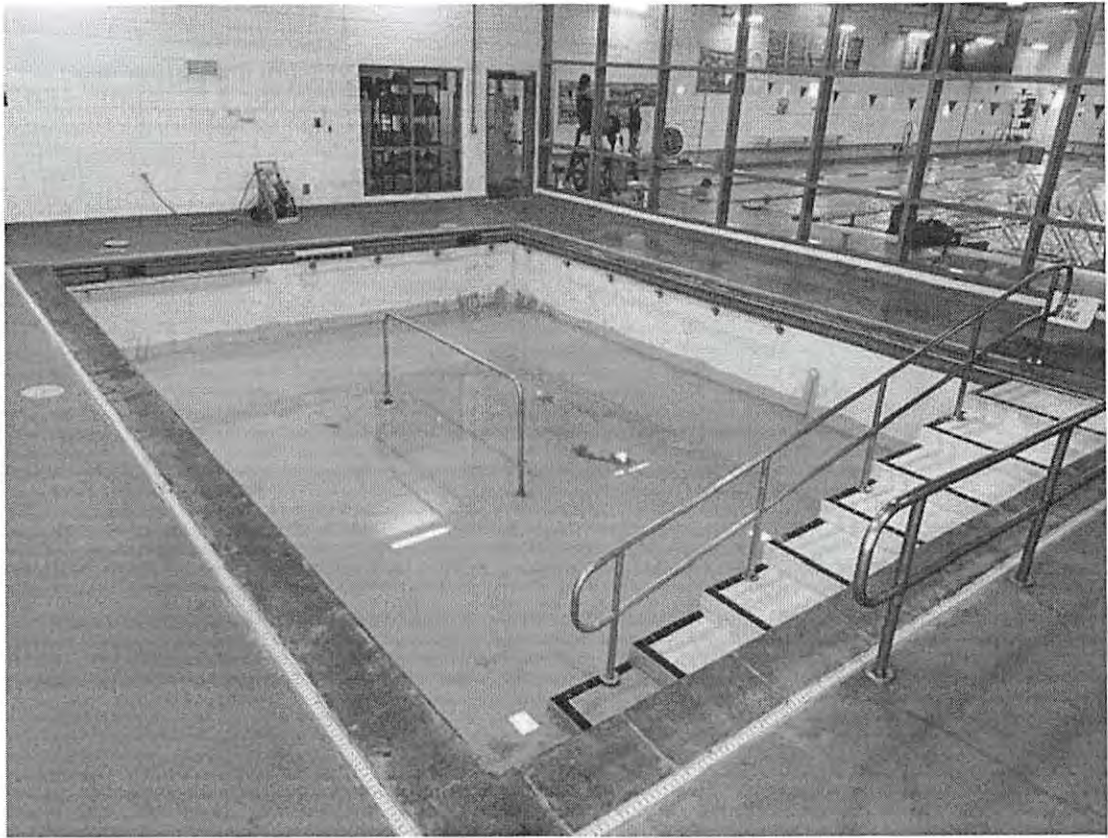
The 6 lane lap pool is also utilized for some aqua fitness classes ranging from Aqua Zumba to deep water exercises. We also have many members that enjoy lap swimming as a workout and families that want to enjoy a pool in a safe environment. Furthermore, the YMCA has a 150+ youth swim team (CatTracks) that uses the pool daily for practices and swim meets. The YMCA lap pool is also the home to the Carthage R-9 School Districts highschool swim team for mens and womens in the fall and winter.

9. In 2018 the YMCA was awarded a grant from the K.D. & M.L. Steadley Turst that included some funding for filter replacements. We will use \$35,300 of that grant towards this project. This leaves \$33,370 balance to cover. A balance sheet for 2020 is attached for the YMCA's current operations. We do have reserves to cover any expenses after grants and donations are distributed but would like to not expend those resources with unknown economic times ahead.

10. Our current Board president is Jason Peterson; 201 Royal Oak Dr (64836); 793-8700 (c); jpeterson@cwep.com

11. Board roster Attached

12. Contact info : Jonathan Roberts; CEO; jhroberts2@gmail.com; 417 793-0685





MINUTES
STANDING
COMMITTEES

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS
TUESDAY, AUGUST 25, 2020
5:00 p.m.
Video Conference

COMMITTEE MEMBERS PRESENT: Ceri Otero, David Armstrong and Seth Thompson. Craig Diggs was absent.

OTHER COUNCIL MEMBERS:

OTHERS PRESENT: City Administrator Tom Short, City Clerk Traci Cox, and Abi Almandinger.

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. Armstrong, the minutes of the August 11, 2020 meeting were approved 3-0.

Mr. Diggs joined the meeting via video conference at 5:02 p.m.

Review and approval of the Claims Report: The Committee discussed items regarding the Claims Report. Mr. Thompson moved to approve the claims. Motion carried 4-0.

NEW BUSINESS:

1. **Staff Reports:** Ms. Cox reported the audit will be conducted the week of September 21. Mr. Short reported he would be bringing changes to job descriptions as a result of the recent salary study to the September meetings for approval. Also, an agreement for training reimbursement will be discussed at the next meeting.
2. **Member Reports:** None.

ADJOURNMENT: Mr. Armstrong made a motion to adjourn at 5:07 PM. Motion carried 4-0.

Traci Cox
City Clerk

PUBLIC WORKS COMMITTEE

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

"America's Maple Leaf City"



09-01-20 PUBLIC WORKS COMMITTEE MEETING MINUTES

Committee Members present: Mike Daugherty, David Armstrong, Ray West, Craig Diggs

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

Citizens: Tonya Niermann, Abi Almandinger

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

A motion was made by Craig Diggs to accept the minutes from the August 4, 2020 Committee meeting. All ayes, motion passed.

Citizen Participation: None

Old Business: None.

New Business: First on the agenda was Tonya Niermann, with Midcontinent Equity Holdings, LLC, who presented a proposed housing addition to the committee. The addition would go in just off the Loop on the south side. It will provide 2 or 3 bedroom housing for veteran's and low to middle income families. It will be subsidized by MHDC. The deadline for application is October 30. Ms. Niermann is requesting the city's approval for this housing development. David Armstrong made a motion requesting a letter be sent to the full Council for approval on this development. All ayes, motion carried.

Next on the agenda were the new rates from Republic Services. They are asking for a 4% increase, instead of their 3% max, to help recover the costs from covid. They will lock it in for a year rather than review and raise rates again in 6 months. This rate will only raise customer's bills by thirteen cents. Craig Diggs made a motion to forward this to council to accept their proposal. All ayes, motion carried.

Other Business: None.

Staff Reports:

Zeb reported on the following:

We received the final pay estimate from Sproul's Construction today, which closes out 4 projects. We also received a change order from J D Wallace, the contractor on the River Street Bridge replacement, asking for a 6 to 8 week extension.
The Jasper County Jail project has begun.

The Glen Cove subdivision has been bought out by Spruce Brothers. It should be built out by late spring or early summer.

The Phelps 9th addition is moving along quickly. All lots are sold and should be completed by late spring.

The city hired a clean up on 613 High Street. There were 4 – 40 yard dumpsters and 6.4 tons of scrap metal cleaned up. Also at 730 High Street, which the city cleaned a year ago, Zeb has sent Habitat for Humanity in to do a critical home repair. The owner will be getting several things repaired on her home.

Last week Bill Smith and Zeb were exposed to covid and had to be tested, which came back negative.

The geotech report is back on the I-49 roundabout project.

Zeb met with Jess Dickerson, the owner of the new CBD dispensary, and asked for a set of floor plans. He returned with those.

The Central Ave TAP project should be bid out the first of the year.

The Garrison Street TAP project has begun. They have shifted some of the lanes.

The Fairlawn Roundabout should see some action in the next 4 to 5 weeks.

Tom reported on the following:

Tom reported that even though we were approved for the Government Cost/Share program for Hazel Street, that program no longer exists.

The house was moved from Hazel Street out to Chapel Road and I-44 area.

The next council agenda will have a grant proposal for CHP to do a passive flooring class.

This fiscal year will have some limited funds for street work to be done. Baker Boulevard will be done with left over funds from FY20.

At the September 8th Insurance Audit & Claims meeting the McGrath Study will be discussed.

Ray West made a motion to adjourn the meeting at 6:40 p.m. All ayes, motion carried.

***MINUTES
SPECIAL
COMMITTEES
AND BOARDS***

Draft Copy of Minutes Subject to Approval at The Next Meeting

Planning, Zoning, and Historic Preservation Commission
Meeting 2 September 2020

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

The September meeting was held in City Council Chambers.

Commission Members Present: Harry Rogers, Abi Almandinger, Jim Swatsenbarg, Zeb Carney, and Mark Elliff.

Also, present: Julie Tilley.

A quorum was present.

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

First order of business involved the minutes of the August 2020 meeting. Minutes were available for review in the packet prior to the meeting. A motion to approve the minutes as written was made by Jim Swatsenbarg and was seconded by Abi Almandinger. On a voice vote, all ayes, the motion passed.

Prior to the agenda item, Chairman Rogers explained the definition of Conflict of Interest as the next item involved two of the Commission members related to Vision Carthage. Ms. Almandinger is the Executive Director of Vision Carthage and Mark Elliff is a board member of the organization. The Historic Planning and Zoning Commission members discussed the relationship and the members felt that there was not a conflict of interest, however Ms. Almandinger stated she will still abstain from voting.

Second order of business involved a Certificate of Appropriateness request. The request is for the placement of a temporary exterior sign at 146 E. 4th street from Vision Carthage. Ms. Almandinger stated that the sign presented in the packet was not a completed version and would contain a small change to it. The sign is a vinyl type banner. A motion to approve the Certificate of Appropriateness was made by Jim Swatsenbarg and was seconded by Mark Elliff. On a voice vote, 3 ayes and one abstention by Ms. Almandinger, the motion passed.

The question was asked if the final mural that was going to be attached to the building at 136 E. 4th would need to come before the Commission and Mr. Carney will check into that and pass that information on to Vision Carthage.

There were no further items on the agenda.

It was mentioned that we still have one vacancy to the Commission and that has been brought up with the Mayor.

The next meeting will be October 5, 2020 provided there are items for the Commission to act on.

Mark Elliff made a motion to adjourn. That motion was seconded by Jim Swatsenbarg. Motion passed

and the meeting adjourned.

Respectfully submitted,
Mark Elliff

***AGENDAS
STANDING
COMMITTEES***

--NOTICE OF MEETING--
PUBLIC WORKS COMMITTEE

September 1, 2020

5:30 PM

CITY HALL

326 GRANT STREET

COUNCIL CHAMBERS

-- AGENDA--

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting

CITIZENS PARTICIPATION

None

NEW BUSINESS

1. Consider and discuss the CO from Stockton for MHDC funding.
2. Consider and discuss new garbage rates.

STAFF REPORTS - Zeb Carney & Tom Short

ADJOURNMENT

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

POSTED: 8/28/2020

BY: Marcia Weng

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

September 8, 2020

5:00 PM

Carthage City Hall Council Chambers

Old Business

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

Citizens Participation

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

New Business

1. Consider and discuss Agreement for Training and Uniform Reimbursement for a Police Officer to attend Police Academy at MSSU.
2. Consider and discuss changes to job descriptions resulting from the McGrath Compensation and Benefits Study.
3. 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 PUBLIC LIBRARY BOARD OF TRUSTEES

Tuesday, September 8, 2020 5:15 p.m.

CARTHAGE PUBLIC LIBRARY BOARD ROOM
612 S. Garrison Ave.

AGENDA

Roll Call of Members

Minutes of the Last Meeting

Financial Report

Director's Progress and Service Report

President's Message

Council Liaison's Report

Committee Reports

Building Committee

Multipurpose Building update

Update on water disaster

Update on roof

Budget Committee

Amend 2019-2020 Budget

Community Relations

By-Laws

Library Gardens

ADA Compliance

Communications

New Business

Payment of Bills

Adjournment

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Darieux K. Adams
Western District Commissioner

JASPER COUNTY COMMISSION



302 S. Main ST
Carthage, MO 64836

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

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

COMMISSION AGENDA
SEPTEMBER 8, 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
 - **Service Recycling-Tiffany Weber-Request to Vacate Roads**
 - **Vision Carthage-Abi Almandinger**
7. COMMISSIONER'S REPORTS
8. UNFINISHED BUSINESS
9. NEW BUSINESS
 - **Approve Additional CARES Act Applications**
10. PUBLIC HEARINGS
 - **Jasper County Clerk-Tax Levy Hearing**

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 SEPTEMBER 4, 2020 AT 4:00 P.M.

(RSMO 610.020)

CORRESPONDENCE



The City of Carthage

"America's Maple Leaf City"

September 02, 2020

Kip Stetzler
Executive Director
Missouri Housing Development Commission
920 Main Street, Suite 1400
Kansas City, MO 64105

Dear Mr. Stetzler:

I am writing this letter on behalf of the City of Carthage for Marble Heights Apartments (MidContinent Equity Holdings, LLC), concerning the development of two (2) 16-plex Buildings with twenty (20), two (2) bedroom units and twelve (12), three (3) bedroom units. Also included is a community building, playground and a tornado shelter on-site. This proposed housing development will provide affordable housing opportunities in Carthage, Missouri.

MidContinent strives to provide quality housing in support of Veteran populations and their families. With the establishment of their housing communities, they will enable Veterans of our municipality to live with their families economically for the remainder of their lives and provide services tailored specifically to the Veteran population, with Behavioral Health Care of Rural Missouri furnishing ministrations of a Substance Abuse Program as well as the Veteran's Integration Program, if applicable to the Veteran.

MidContinent also has dedicated housing units with Set-Aside Preference for special needs individuals who are physically, emotionally, or mentally impaired or is experiencing, or being treated for, or has a diagnosis or history of mental illness or who are developmentally disabled and at high risk of housing instability.

Family developments in Carthage are aging and new stock is needed in the community. Carthage encourages the development of housing to meet the needs of residents throughout their lifespan. Carthage has a growing number of working-age residents and strong school enrollments. This project will provide a satisfying solution for them.

The City feels that this project would be a great asset to our community, and offer our support. If further information is needed, please do not hesitate to contact me.

Sincerely,

Dan Rife, Mayor
City of Carthage, Missouri



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

August 31, 2020

Carthage Public Library
612 South Garrison Avenue
Carthage, Missouri 64836

Carthage City Mayor's Office
Carthage, Missouri

Dear Mayor Rife and Council Members,

We greatly appreciate the partnership and support the Carthage Public Library continually receives from The City of Carthage. You have helped us reach the community in astounding ways. Even with the worldwide pandemic and then our devastating water damage, we were able to continue providing a summer reading program. Everything was offered virtually and curbside.

Our overall participation numbers were down from previous years, but our Facebook followers list grew. I take this to mean more people are connecting with the Library, even if they didn't officially participate in the summer program. Those that did participate, read more per person on average than we've seen in a long time. Hopefully, this means our children returned to school without suffering the 'summer slide', or losing reading skills over the summer months.

We are working hard toward reopening, with a new and improved facility. Thank you for helping us create such a place.

Sincerely,

Sherri Luce
Children's Director
Carthage Public Library



ACCOUNTANT'S COMPILATION REPORT

McCune Brooks Regional Hospital
3125 Dr. Russell Smith Way
Carthage, MO 64836

Management is responsible for the accompanying financial statements of McCune Brooks Regional Hospital (a nonprofit organization) which comprise the statement of financial position as of July 31, 2020 and the related statements of activities and other changes in net assets for the year-to-date in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Organization's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Schmidt Associates, LLC

August 19, 2020



America Counts on CPAs

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

McCune Brooks Regional Hospital
Statements of Financial Position
July 31, 2020

Assets

Assets

Cash in bank- New trust disbursement	\$ 12,360.14
New Trust investment	15,784,271.29
Escrow account	<u>5,074,056.26</u>
Total Assets	<u><u>\$ 20,870,687.69</u></u>

Liabilities and Net Position

Liabilities

Accounts payable	\$ 1,560,334.00
Total Liabilities	<u>1,560,334.00</u>

Net Position

Operational capital- Fund balance	18,947,382.98
Restricted- non expendable	322,626.00
Retained earnings	<u>40,344.71</u>

Total Net Position	<u>19,310,353.69</u>
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Total Liabilities and Stockholders' Equity	<u><u>\$ 20,870,687.69</u></u>
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See accountant's compilation report.

**McCune Brooks Regional Hospital
Statements of Activities**

**3 Months Ended
July 31, 2020**

Income

Interest and dividend income- bond/escrow	126.64
Interest and dividend income-Trust	75,964.32
Interest income	6.47
Other income- from other trusts	246.35
Gain (Loss) realized and unrealized	(4,009.21)
Total Income	<u>72,334.57</u>

Operating Expenses

Bank charges	3,989.86
Grants	25,000.00
Legal and professional fees	3,000.00
Total Operating Expenses	<u>31,989.86</u>

Net Income (Loss)	<u><u>\$ 40,344.71</u></u>
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See accountant's compilation report.

"Rosenberg's Rules of Order"

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

Introduction

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

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

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

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

The Role of the Chair

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

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

The Basic Format for an Agenda Item Discussion

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

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

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

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

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

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

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

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

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

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

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

Motions in General

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

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

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

The Three Basic Motions

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

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

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

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

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

Multiple Motions Before the Body

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

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

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

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

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

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

To Debate or Not to Debate

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

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

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

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

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

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

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

Majority and Super-Majority Votes

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

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

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

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

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

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

The Motion to Reconsider

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

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

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

Courtesy and Decorum

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

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

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

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

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

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

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

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

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

Special Notes About Public Input

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

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

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

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