

1. Agenda

Documents:

[CITY COUNCIL AGENDA 10 13 20.PDF](#)

2. Minutes

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3. Meeting Materials

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[COUNCIL PACKET 10 13 20.PDF](#)

**COUNCIL AGENDA
CITY OF CARTHAGE, MISSOURI
TUESDAY, OCTOBER 13, 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
 - Alpha Delta Kappa Month
 - Public Power Week

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. 20-16** – An Ordinance authorizing the Mayor to execute a Contract between the City of Carthage, Missouri and Dick Horton Consulting, 507 Norris, Pittsburg, KS 66762 for Parks and Recreation Consulting Services in an amount not to exceed \$130,000.00. (Public Works)
2. **C.B. 20-46** – An Ordinance adopting the Annual Operating and Capital Budget of the City of Carthage for the Fiscal Year 2020 – 2021. (Budget Ways & Means)
3. **C.B. 20-48** – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and the Missouri Highways and Transportation

Commission for a Traffic Engineering Assistance Program Agreement for an Intersection study at River Street and Fir Road in the City of Carthage. (Public Works)

16. New Business

17. Mayor's Appointments

- Planning, Zoning & Historic Preservation Commission
- Enhanced Enterprise Zone Board

18. Resolutions

1. **Resolution 1915** – A Resolution providing authorization of appropriation of funds from the Annual Operating and Capital Budget of the City of Carthage, Missouri. (Budget Ways & Means)

19. Closing Comments

20. Executive Session

21. Adjournment

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

MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
OCTOBER 13, 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 Assistant Police Chief Bill Hawkins led the flag salute.

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

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

Mr. Daugherty made a motion, seconded by Ms. Otero, to approve the minutes of the September 22, 2020 Council Meeting. Motion carried unanimously.

No citizens were present to speak during Citizen's Participation Period.

Mr. Snow reported the Budget Ways & Means Committee met on October 12. Imposition of a use tax was discussed with no action taken. A Resolution for appropriation of funds was approved and is being presented in Resolution 1915. The signed contract with the Carthage Humane Society was not changed to reflect the contract amendment to \$33,000 that was approved by Council causing the contract to be invalid. Carthage Humane Society is currently operating under the 2019 contract at \$33,000. A Resolution to address the contract will be brought to the next council meeting.

Ms. Otero reported the Committee on Insurance, Audit and Claims did not meet due to lack of quorum. Ozark Center will provide a six-week program via video conference for employees who wish to participate in the alternative program for nicotine cessation. Cost will be \$155 per employee. Employees who use nicotine products but do not participate in the program will be assessed a \$75 monthly differential fee for their health insurance coverage. Ms. Otero made a motion, seconded by Mr. Diggs, to approve the Ozark Center program. Motion carried.

Mr. Snow reported the Public Safety Committee is between meetings with the next meeting scheduled for October 19.

Mr. Daugherty reported the Public Services Committee is between meetings with the next meeting scheduled for October 20.

Mr. Daugherty reported the Public Works Committee meeting scheduled for October 6 was cancelled.

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

Mayor Rife reported that the Salary Study Committee will meet to review changes to employee health insurance contributions and the vacation schedule, staff Covid-19 briefings continue three times a week, a meeting with Carthage Humane Society to discuss contract issues, and a meeting with county and city officials regarding the planned protest.

During Reports of Council Members, Mr. Snow made a motion, seconded by Mr. Barlow, to go back to the Carthage Humane Society 2018 contract terms with \$33,000 funding. Motion carried 4-2 with Ms. Otero and Mr. Daugherty casting the nay votes.

City Attorney Nate Dally discussed contract law relating to public funds. Contracts must be in writing and they are null and void if it was for an amount different than what was approved by council. The Carthage Humane Society 2019-2020 contract is still valid and is what we are currently operating under. The main differences in the 2018 contract to the 2019 contract were the reporting requirements and reimbursement for medical expenses.

Assistant Police Chief Bill Hawkins reported on a recent pursuit that resulted in shots fired at a City Police Officer. The case has been turned over to the FBI.

Fire Chief Roger Williams reported on the progress of the new fire truck and a recent fire in a historical building.

Parks and Recreation Director Mark Peterson discussed C.B. 20-16 and reported on the upcoming car show to be held at Kellogg Lake.

City Administrator Tom Short reported on the following: economic development prospects, a meeting with Carthage Humane Society, a meeting with Beimdiek Insurance Agency to discuss employee health insurance renewal rates, reimbursement from CARES Act funding, the McGrath Compensation study has been implemented, a Zoning Board of Adjustments meeting, the City auction held in conjunction with the school, sales tax revenues, monthly financial reports, and the GRO 3.0 Grant.

The Committee on Claims filed a report in the amount of \$2,872,554.69 against the following funds: General Revenue \$128,726.48, Public Health \$9,098.03, Lodging \$7,394.67, Civic Enhancement \$464.52, Public Safety \$75.96, Parks/Stormwater \$6,784.86, Golf \$19,549.62, Capital Improvements \$64,046.08, Parks & Recreation \$127.92, Public Facilities \$13,643.75, Library \$105,000.00, Payroll \$517,642.80, and Carthage Water & Electric \$2,000,000.00. Ms. Otero made a motion, seconded by Mr. Daugherty, to accept the report and allow the claims. Motion carried.

Under Old Business, C.B. 20-16 – An Ordinance authorizing the Mayor to execute a Contract between the City of Carthage, Missouri and Dick Horton Consulting, 507 Norris, Pittsburg, KS 66762 for Parks and Recreation Consulting Services in an amount not to exceed \$130,000 was placed on second reading followed by a roll call vote of 6 yeas and 0 nays. Ayes: Barlow, Daugherty, Diggs, Otero, Snow, and West. The council bill was approved and numbered Ordinance 20-42.

C.B. 20-46 – An Ordinance adopting the Annual Operating and Capital Budget of the City of Carthage for the Fiscal Year 2020 – 2021 was placed on second reading followed by a roll call vote of 6 yeas and 0 nays. Ayes: Barlow, Daugherty, Diggs, Otero, Snow, and West. The council bill was approved and numbered Ordinance 20-43.

C.B. 20-48 – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and the Missouri Highways and Transportation Commission for a Traffic Engineering Assistance Program Agreement for an Intersection study at River Street and Fir Road in the City of Carthage was placed on second reading followed by a roll call vote of 6 yeas and 0 nays. Ayes: Barlow, Daugherty, Diggs, Otero, Snow, and West. The council bill was approved and numbered Ordinance 20-44.

There was no new business to conduct.

Mr. Snow made a motion, seconded by Ms. Otero, to approve the Mayor's re-appointment of Abi Almandinger to the Planning, Zoning & Historic Preservation Commission until February 2024 and Dr. Mark Baker to the Enhanced Enterprise Zone Board until August 2025. Motion carried.

Mr. Daugherty made a motion, seconded by Mr. Snow, to approve Resolution 1915 – A Resolution providing authorization of appropriation of funds from the Annual Operating and Capital Budget of the City of Carthage, Missouri. Resolution 1915 was adopted by a roll call vote of 6 yeas and 0 nays. Ayes: Barlow, Daugherty, Diggs, Otero, Snow, and West.

During closing comments, Mr. Snow congratulated the Carthage High School soccer team. Mr. Barlow reminded council members of the Town Hall Meeting being hosted by Vision Carthage on October 22 and invited all to stop by his booth at the Maple Leaf Festival this weekend.

Mr. Barlow made a motion, seconded by Mr. Daugherty, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:31 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
SEPTEMBER 22, 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: Seth Thompson, James Harrison, Juan Topete, Ray West, Ceri Otero, Mike Daugherty, Alan Snow, Craig Diggs, and Ed Barlow. Councilman David Armstrong was 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 Deputy City Clerk Michael Miller.

Mr. Daugherty made a motion, seconded by Ms. Otero, to approve the minutes of the September 8, 2020 Council Meeting. Motion carried unanimously.

Mayor Rife presented a proclamation designating the month of October 2020 as Alpha Delta Kappa Month and another proclamation designating the week of October 4-10 as Public Power Week.

During Citizen's Participation Period: Jason Shelfer who resides at 1628 S. Maple spoke in support of the Art Feed organization that provides trauma curriculum to schools. Funding to the Art Feed organization is being considered on Resolution 1912.

Mr. Snow reported the Budget Ways & Means Committee met on September 14. The Committee considered and discussed perfection of the Fiscal 2021 Annual Operating & Capital Budget and approved the recommendation to Council for adoption. The budget adoption is being presented on C.B. 20-46. The Committee also considered and discussed a resolution reaffirming the authorization of an inter-fund loan. The recommendation for the resolution being forwarded to Council was approved and is being presented in Resolution 1914.

Ms. Otero reported the Committee on Insurance, Audit and Claims met on this date and approved the claims. The Committee considered and discussed changes to job descriptions resulting from the McGrath Compensation and Benefits Study for the departments under Parks and Recreation Director Mark Peterson and Police Chief Greg Dagnan. Ms. Otero made a motion, seconded by Mr. Diggs, to remove the City Attorney's job description from the salary study and to pay the City Attorney the agreed upon salary. Motion carried 9-0. Ms. Otero reported on the auditor being at City Hall this week for the City's annual financial audit.

Mr. Harrison reported the Public Safety Committee met on September 21. The Committee discussed a one-way alley at 10th and Garrison. Mr. Harrison also reported

that Cherry Babcock attended the meeting to request a mini-parade on October 17 at 9:30 am. The parade would require six police officers and would have temporary road closures on Grand from 11th to Centennial. Mr. Harrison made a motion, seconded by Mr. Snow, to approve the Maple Leaf City Minibraton parade. Motion carried 6-3 with the nay votes being cast by Council Members Daugherty, Otero, and Topete. Todd Eriksen with Butterball was also in attendance to speak in support of the crosswalk at Butterball. The request is going back through the Committee for approval.

Mr. Topete reported the Public Services Committee met on September 15 via Zoom video conference. The Committee considered and discussed a request by John O. Phelps & Family to rename a street within the Phelps 9th Addition Plat filed with the city. The request was to rename Caroline Street to Harlow Street. After the meeting it was determined that this request had already been approved by Council therefore no further action is required. Also discussed was an agreement with the Maple Leaf Car Show Committee for the use of Kellogg Lake Park. This agreement was forwarded to Council for approval on C.B. 20-47.

Mr. Daugherty reported the Public Works Committee is in between meetings with the next meeting scheduled for October 6.

Special Committee and Board Liaison reports were given by Ms.Otero for the Carthage Humane Society and HSTCC, and Mr. Snow for the Carthage Water and Electric Board.

Mayor Rife reported that the Missouri Secretary of State Jay Ashcroft was here at City Hall on Tuesday the 22nd as part of his voting options tour across the state.

During Reports of Council Members, Mr. Topete reported on an event this Saturday the 26th at 10:00 am in Central Park with Maria Rodriguez from the University of Missouri extension. They will be handing out masks and information regarding COVID-19.

City Attorney Nate Dally asked about the Carthage Humane Society financials and whether their quarterly financials had been provided. Ms. Otero confirmed they had.

Police Chief Greg Dagnan reported that the City Taxi is currently closed and the Animal Control Officer is only responding to emergencies from her residence at this time due to COVID-19.

Fire Chief Roger Williams reported that they have a new fire engine in production and that there are CARES Act funds available from the county.

Public Works Director Zeb Carney reported that the leaf collection program will begin in approximately three weeks.

Parks and Recreation Director Mark Peterson reported that the pickleball courts will be completed around the middle of October and the City of Joplin is moving forward with their Parks Master Plan so he hopes to brainstorm with them regarding our master plan as well.

City Administrator Tom Short reported on the following: the Region M Board meeting, CARES Act funds, Humane Society financial statements, Committee on Insurance, Audits, and Claims discussion of job descriptions, call from the United Way regarding the building they reside in, and Halloween being discussed at the Public Safety meeting, City Hall not participating in the trick-or-treating on the Square, CID Tax, Butterball crosswalk contract, and the auditors are in town through Thursday for the financial audit.

The Committee on Claims filed a report in the amount of \$1,549,749,.43 against the following funds: General Revenue \$168,932.11, Public Health \$136,496.64, Parks/Stormwater \$51,127.83, Golf \$15,347.40, Payroll \$177,845.45, and Carthage Water & Electric \$1,000,000.00. Ms. Otero made a motion, seconded by Mr. Daugherty, to accept the report and allow the claims. Motion carried.

Public Hearing on the Annual Operating and Capital Budget for Fiscal Year 2021. No citizens were present for the public hearing. City Administrator Tom Short reported that notice was given for the Public Hearing in the paper.

Under Old 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 second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson, Topete and West. The council bill was approved and numbered Ordinance 20-39.

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 was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson, Topete and West. The council bill was approved and numbered Ordinance 20-40.

Consider and Discuss reconsideration of 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.

Mr. Barlow made a motion, seconded by Mr. Harrison, to take Resolution 1912 off of the table for approval. Motion carried 8-1 with the nay vote being cast by Councilman Diggs.

Ms. Otero made a motion, seconded by Mr. Daugherty, 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 was adopted by a roll call vote of 9 yeas and 0 nays. Ayes: Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson, Topete and West.

Under New Business, C.B. 20-46 – An Ordinance adopting the Annual Operating and Capital Budget of the City of Carthage for the Fiscal Year 2020 – 2021 was placed on first reading with no action taken.

C.B. 20-47 – An Ordinance authorizing the Mayor to enter into a contract with the Maple Leaf Car Show Committee for use of Kellogg Lake Park on October 16 and 17, 2020, in the City of Carthage, Missouri was placed on first reading with no action taken.

Mr. Daugherty made a motion, seconded by Mr. Harrison to follow emergency protocol and forward C.B. 20-47 to the second reading. Motion passed.

C.B. 20-47 – An Ordinance authorizing the Mayor to enter into a contract with the Maple Leaf Car Show Committee for use of Kellogg Lake Park on October 16 and 17, 2020, in the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson, Topete and West. The council bill was approved and numbered Ordinance 20-41.

C.B. 20-48 – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and the Missouri Highways and Transportation Commission for a Traffic Engineering Assistance Program Agreement for an Intersection study at River Street and Fir Road in the City of Carthage was placed on first reading with no action taken.

Ms. Otero made a motion, seconded by Mr. Snow, to approve the Mayor's transitional appointment of Stephanie Howard to the Enhanced Enterprise Board. Motion carried 8-1 with Councilman Daugherty casting the nay vote.

Mr. Snow made a motion, seconded by Mr. Barlow, to approve Resolution 1914 – A Resolution reaffirming the authorization of an inter-fund loan from the Landfill Closure Fund for the purpose of improvement or reconstruction of Route 571, extending generally at its intersection with Elm and Garrison Streets, to be repaid pursuant to the attached schedule from the Capital Improvements Sales Tax Fund. Resolution 1914 was adopted by a roll call vote of 9 yeas and 0 nays. Ayes: Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson, Topete and West.

During closing comments, Councilman Snow recognized the Carthage High School soccer team for being undefeated and being ranked 49th in the country.

Mr. Barlow made a motion, seconded by Mr. Daugherty, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:48 p.m.

Dan Rife, Mayor

Michael Miller, Deputy City Clerk

***PRESENTATIONS/
PROCLAMATIONS***

***PUBLIC
HEARINGS***

***OLD
BUSINESS***

COUNCIL BILL NO. 20-16

ORDINANCE NO. _____

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

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute a Contract between the City of Carthage, Missouri and Dick Horton Consulting, 507 Norris, Pittsburg, KS 66762 for Parks and Recreation Consulting Services in an amount not to exceed \$130,000.00, pursuant to RFQ specifications and recommendation, which Contract is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____ 2020.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Dick Horton Consulting

507 Norris
Pittsburg KS 66762



Agreement to Perform Park and Recreation Consulting Services

Date

March 17, 2020

City of Carthage Rules and Regulations

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

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

Period of Performance

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

Scope of Work

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

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

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

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

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

Deliverables

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

Consultant Fee

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

Invoice Procedures

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

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

City of Carthage

Dick Horton Consulting

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Dick Horton Consulting

507 Norris
Pittsburg KS 66762



Agreement to Perform Park and Recreation Consulting Services

Date

March 17, 2020

City of Carthage Rules and Regulations

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

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

Period of Performance

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

Scope of Work

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

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

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

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

City of Carthage

Dick Horton Consulting

By:
Name:
Title:


Mayor

By:
Name:
Title:

An Ordinance adopting the Annual Operating and Capital Budget of the City of Carthage for the Fiscal Year 2020 - 2021.

WHEREAS, Article VII of the Charter of the City of Carthage states the budget shall provide a complete financial plan for City funds and activities for the ensuing fiscal year and, except as required by law or the Charter, shall be in such form as the City Administrator deems desirable or the Council may require; and

WHEREAS, the Council has held public hearings on the proposed budget, after appropriate public notice; and

WHEREAS, the budget shall be adopted by the affirmative vote of a majority of the members of the Council; and

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

WHEREAS, no payment shall be made or obligation incurred against any allotment or appropriation except in accordance with appropriations duly made and unless there is a sufficient unencumbered balance in such allotment or appropriation and that sufficient funds there from are or will be available to cover the claim or meet the obligation when it becomes due and payable;

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

SECTION I: The budget of the City of Carthage for Fiscal Year 2020 - 2021, a copy of which is attached hereto and incorporated herein, is hereby adopted.

SECTION II: All amounts specified in said budget are hereby appropriated for said use.

SECTION III: Adoption of the budget by the City Council constitutes approximations of the expenditures for the fiscal year. To ensure adherence to the adopted budget and its associated goals, a budgetary control system is hereby adopted with the legal level for expenditure control established at the Fund level. Each Department Head is responsible for the budget in their respective departments. In order to enhance the ability to successfully execute the budget, to achieve long-range goals, facilitate achievement of programmatic, financial goals, and promote budgetary compliance, the Level of-Control for administration of the Budget is established at the category level. Within the General Fund, Public Health Fund and the Golf Fund, the Budget Officer is authorized to transfer budgeted amounts between categories and departments within operating funds provided such transfers do not alter total expenditures approved by the City Council for the Fund. Any

increase in appropriation at the fund level, whether accomplished through a change in anticipated revenues in any fund or through a transfer of appropriations among departments, shall require the approval of the City Council. Such amendment shall be provided by formal action of the City Council.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

Dan Rife, MAYOR

ATTEST:

Traci Cox, CITY CLERK

Sponsored by: Budget Ways & Means Committee

COUNCIL BILL NO. 20-47

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into a contract with the Maple Leaf Car Show Committee for use of Kellogg Lake Park on October 16 and 17, 2020, in the City of Carthage Missouri.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized enter into a use agreement with the Maple Leaf Car Show Committee for the use of Kellogg Lake Park on October 16 and October 17, 2020, a copy of which is attached hereto and incorporated herein as if set out in full.

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

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.

MAYOR

ATTEST:

CITY CLERK

Sponsored by: Public Services Committee

COUNCIL BILL NO. 20-48

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and the Missouri Highways and Transportation Commission for a Traffic Engineering Assistance Program Agreement for an Intersection study at River Street and Fir Road in the City of Carthage.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute on behalf of the City of Carthage, Missouri an Agreement between the City of Carthage, Missouri and the Missouri Highways and Transportation Commission for a Traffic Engineering Assistance Program Agreement for an Intersection study at River Street and Fir Road in the City of 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: Public Works Committee

CCO Form: FS26
Approved: 01/15 (MWH)
Revised: 03/17 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: TEAP042
Award Year: 2021
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRAFFIC ENGINEERING ASSISTANCE PROGRAM AGREEMENT**

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

WITNESSETH:

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

(1) PURPOSE: The United States Congress has authorized, in 23 U.S.C. 402, Planning and Research funds to be used for Traffic Engineering Assistance Program (TEAP) activities. The purpose of this Agreement is to grant the use of such Traffic Engineering Assistance Program funds to the City.

(2) LOCATION: The TEAP funds which are the subject of this Agreement are for the project at the following location:

Intersection study at River Street and Fir Road in the City of Carthage

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not

be eligible for future TEAP Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

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

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

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

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

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may

determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

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

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

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA)

1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(14) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government, the Commission and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80 percent not to exceed \$8,000.00. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(15) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(16) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(17) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(18) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the TEAP Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(19) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(20) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

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

(22) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(23) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(24) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(25) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

[Remainder of Page Intentionally Left Blank]

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF CARTHAGE

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No _____

Exhibit A

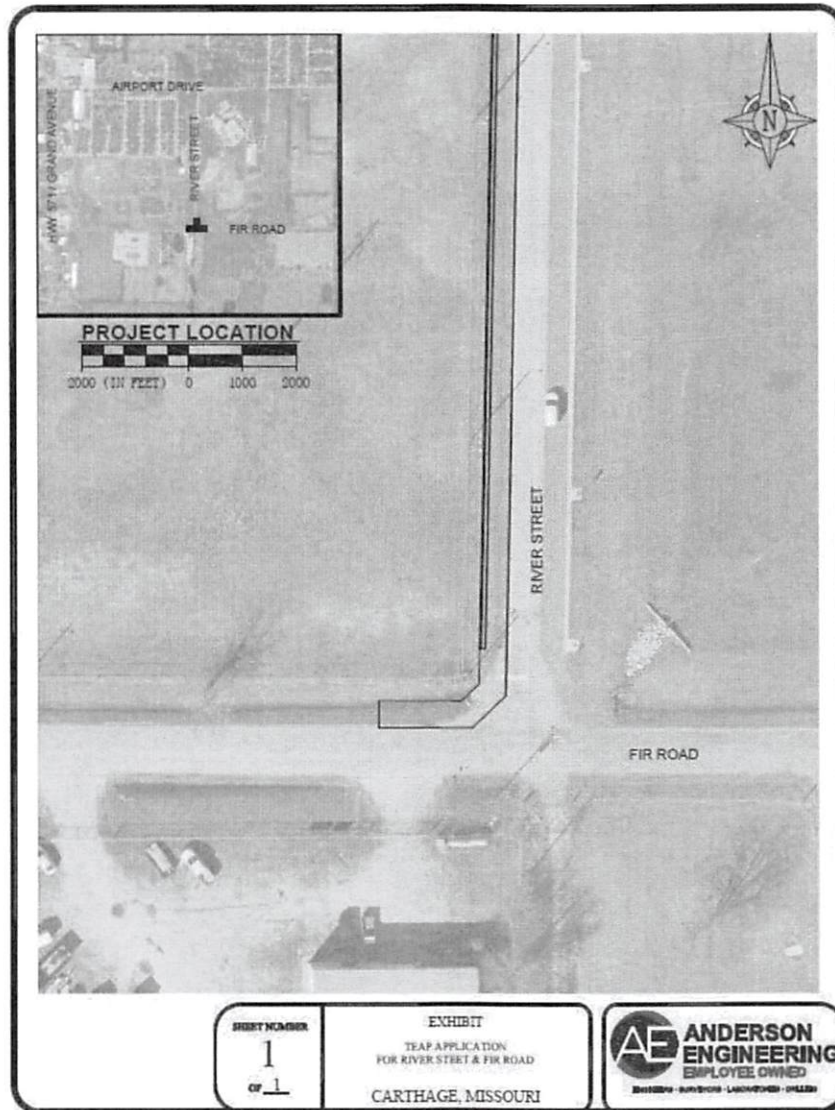


Exhibit B

Task	Date
Execution of Program Agreement	November 6, 2020
Approval of Engineering Services Contract	November 13, 2020
Notice to Proceed	November 20, 2020
Final Report Submittal	March 12, 2021
Final Invoice Submittal	March 31, 2021

EXHIBIT C
FHWA 1273

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

***NEW
BUSINESS***

***MAYOR'S
APPOINTMENTS***

Mayor's Appointments

October 2020

Planning, Zoning, & Historic Preservation Commission
4 Year Term - 7 Members- Meets 3rd Monday – 5:15 PM – Council Chambers

<u>NAME</u>	<u>PHONE</u>	<u>ADDRESS</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Abi Almandinger	793-6589	1220 S. Main	9/15/2016	Feb-24

Enhanced Enterprise Zone Board
5 Year Term - 7 Members- Meets on Call

<u>NAME</u>	<u>PHONE</u>	<u>ADDRESS</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Dr. Mark Baker	359-7000	709 W. Centennial	08/25/2020	Aug-25

RESOLUTIONS

RESOLUTION NO. 1915

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

WHEREAS, the City of Carthage has, by ordinance, adopted its Annual Operating and Capital budget for the fiscal year ending June 30, 2021; and

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

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

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

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

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

That the City Council hereby authorizes a supplemental appropriation of funds from the City's Annual Operating and Capital budget for the fiscal year ending June 30, 2021 as follows, and directs a budget adjustment ordinance be prepared and submitted to the Council for future action:

1. **Civic Enhancement Fund:** to reflect a supplemental appropriation not to exceed \$24,000, of Grant Revenues of \$24,000 from the Missouri Department of Natural Resources to the Capital Outlay line item for applicable expenses.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

MINUTES
STANDING
COMMITTEES

City of Carthage



Public Safety Committee – Minutes

Meeting Date: September 21, 2020

Meeting Location: Zoom meeting

Call to Order: Chairman Harrison

Time Called to Order: 5:30pm

Attendance:

Chairman Harrison, Councilman Barlow, Councilman Thompson, Chief Williams, Chief Dagnan, Morgan Housh, Tom Short, Cherry Babcock, Todd Erikson, Mark Elliff, Craig Diggs, Ceri Otero

OLD BUSINESS

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

CITIZEN PARTICIPATION

1. Cherry Babcock spoke with the committee on the Maple Leaf City Minibration parade plan. The parade will take place on October 17th at 9:30am. The parade route will proceed south on Grand Avenue from 11th Street to East Centennial Avenue. There will be approximately 30 entries in the parade. Specialty Risk and one other donor will provide the insurance for this parade. Social distancing will be suggested. Cherry has not spoken with Zeb Carney at Public Works as of right now but will be getting with him on barricades and street closures. Councilman Thompson made a motion to approve the request of the Maple Leaf City parade as stated in the packet provided to the committee. This will include road closures, blocking of streets, and police presence. The packet is attached. The motion passed.
2. Todd Erikson updated the committee on the crosswalks at Butterball. Back in September last year, this issue was brought to the committee. Todd explained then how Butterball is set up with two crosswalks in front of their building where employees walk across the street to the parking lot. They have had two employees hurt while crossing these cross walks by being hit by moving traffic. Butterball suggested that they remove the existing crosswalks and put one in a more centralized crosswalk, a pedestrian crossing sign in the middle of the road for better visibility, add a speed gun to display speeds, and also add a speed hump on both sides of the centralized crosswalk to slow down traffic entering and leaving the parking lot. Butterball was asking the City to help with the changes and Butterball would fund it. Chief Dagnan spoke with Zeb Carney from the Streets Department on the issue. There has been a contract written up between Butterball and the City of Carthage. A few changes are being made and drafting of a new contract. Once contract is completed it will be reviewed by Butterball and City of Carthage, and City Attorney to make sure that everyone agrees. Tom Short mentioned that they need to make sure on how the contract is written and who is funding the changes. No motion was needed.

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

NEW BUSINESS

1. Chief Dagnan received a citizen complaint on the alley at 10th and Garrison. This alley is a long and narrow alley making it difficult for two vehicles to pass through at the same time. Chief Dagnan went and surveyed the alley and did determine that the brush on the sides of the road made it difficult for vehicles to travel. Public Works crew cleaned the alley up and removed some brush and obstacles. However even with this clean up the alley is still very narrow. Chief is suggesting that the alley not be made a 1-way street however making it a suggested 1-way but will not be enforced. The committee agreed with putting up signage on the narrow alley but no heavy enforcement. No motion was taken.
2. Staff reports
 - a. Fire Department
 - Chief Williams notified the committee that the new engine is still in production and getting closer to completion.
 - The CFD will be doing promotion testing for the Lieutenant and Engineer positions next week.
 - The CFD is doing hose testing this week.
 - Chief Williams gave the committee a COVID update
 - b. Police Department
 - Chief Dagnan spoke with the committee on the upcoming Halloween events. Halloween is on a Saturday this year and there will be no school on the Friday before. This will make the children trick-or-treat on the Square on Thursday after school. There will also be trick-or-treating on Saturday evening. In years past the CPD has blocked Grand street and the square due to the number of trick-or-treaters on that road. This was precaution for the children's safety. Dagnan suggests that on Saturday the CPD monitors Grand Ave and the Square and if needed they will block the street same as years past. Tom Short mentioned with the pandemic going on and the safety of the City of Carthage employees, the City will not be handing out candy on Thursday.
 - The City Attorney is drafting the vicious dog ordinance.
 - Chief Dagnan gave the committee a COVID update in his department.

Tom Short spoke briefly of the City raises that will go into effect on 9/24/2020.

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

Next Meeting Date: October 19, 2020

Next Meeting Location: TBD

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

***MINUTES
SPECIAL
COMMITTEES
AND BOARDS***

***AGENDAS
STANDING
COMMITTEES***

PUBLIC WORKS COMMITTEE

Public Works Department 623 E 7th Carthage MO 64836
Tele: (417) 237-7010 Fax: (417) 237-7011
Email: pwd@carthagemo.gov

"America's Maple Leaf City"



AGENDA TUESDAY EVENING

October 6, 2020 - 5:30 P.M.
PUBLIC WORKS COMMITTEE

Public Works Committee Meeting has been cancelled.

*Persons with disabilities who need special assistance - Call 417-237-7010 (voice)
or 1-800-735-2466 (TDD via Relay Missouri) at least 48 hours prior to meeting date.*

Meeting is normally held the first Tuesday of each month
City Hall Conference Room, 2nd Floor
326 Grant Street

--NOTICE OF MEETING--
COMMITTEE ON BUDGET/WAYS & MEANS
MONDAY, OCTOBER 12, 2020
5:30 P.M.
CITY COUNCIL CHAMBERS, CITY HALL
326 GRANT ST., CARTHAGE, MISSOURI
--TENTATIVE AGENDA--

CITIZENS PARTICIPATION

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

OLD BUSINESS

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

NEW BUSINESS

1. Consider and discuss a Resolution Amending the 2020 - 2021 Annual Operating and Capital Budget for the City of Carthage.
2. Consider and discuss Agreement between the City of Carthage, Missouri, and the Carthage Humane Society.
3. Staff Reports.
4. Other Business.

ADJOURNMENT

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

POSTED: _____

BY: _____

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

October 13, 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 Reasonable Alternative Options for Nicotine Cessation Program
2. Staff Reports

Adjournment

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

Posted _____

***AGENDAS
SPECIAL
COMMITTEES
AND BOARDS***

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Daricus 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 29, 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
 - Google
5. REPORTS AND COMMUNICATIONS
6. ELECTED OFFICIALS/CITIZENS REQUESTS
 - Jasper County Sheriff-Surplus Vehicles.
7. COMMISSIONER'S REPORTS
8. UNFINISHED BUSINESS
9. NEW BUSINESS
 - Award Bid for Temperature Screening Stations for the Jasper County Sheriff.
 - Approve Resignation and Re-Appointment to the Area Agency on Aging Board of Directors.
 - Approve the Jasper County Employee Computer and Electronic Technology Usage Policy.
 - Approve CARES Act Grant Applications.
10. PUBLIC HEARINGS

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

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

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

NOTICE POSTED SEPTEMBER 25, 2020 AT 4:00 P.M.

(RSMO 610.020)

NOTICE OF CLOSED MEETING

The Jasper County Commission will meet in closed session immediately following their General Session scheduled for Tuesday, September 29, 2020 at 9:00 a.m. pursuant to RSMo 610.021(1), legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys.

John Bartosh
Presiding Commissioner

(Posted September 25, 2020 4:00 p.m.)

CITY OF CARTHAGE

Planning, Zoning, and Historic
Preservation Commission

AGENDA

Date of Meeting: 10/5/2020

Place: City Hall Chambers
326 Grant St.

Time: 5:30 pm



To Consider the following items:

1. Requested by: Maria E Rodriguez-Alcala

Project Location: 1209 S Garrison

Request type: Certificate of Appropriateness

Reason for Hearing: Request for the placement of solar panels on the roof of garage.

2. Requested by: Kara Hardesty / Village Square Boutique

Project Location: 127 E Third

Request type: Certificate of Appropriateness

Reason for Hearing: Request is for the placement of exterior signage

3. Requested by: Nathan Terry

Project Location: 1224 Maple

Request type: Certificate of Appropriateness

Reason for Hearing: Request to remove the existing garage and build a new, larger garage.

4. Requested by: Staff - Zeb Carney, Public Works Director

Project Location: NA

Request type: Other

Reason for Hearing: To discuss costs associated with the Certificate of Appropriateness process.

5. Requested by:

Project Location:

Request type:

Reason for Hearing:

Commission Members

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

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

Staff:	Public Works Director	Zeb Carney	Public Works Department	417-237-7010
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CARTHAGE TREE BOARD

TUESDAY October 6, 2020
4:00 P.M.

CARTHAGE PARK DEPARTMENT
MUNICIPAL PARK

TENTATIVE AGENDA

1. Discussion about elections / filling vacant board positions
2. Review tree policy – list of trees & suggestions
3. Any other business

ADJOURNMENT

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

Posted: _____

By: _____

CARTHAGE PUBLIC LIBRARY BOARD OF TRUSTEES
Tuesday, October 13, 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

Community Relations

By-Laws

Library Gardens

ADA Compliance

Communications

New Business

Payment of Bills

Adjournment

CORRESPONDENCE

CARTHAGE HUMANE SOCIETY, INC.

FINANCIAL STATEMENTS

AUGUST 31, 2020



1 Judy Parton
2 Wynon Chambers
approval



ACCOUNTANT'S COMPILATION REPORT

Carthage Humane Society, Inc.
13860 Dog Kennel Lane
Carthage, MO 64836

Management is responsible for the accompanying financial statements of Carthage Humane Society, Inc. (a nonprofit corporation) which comprise the balance sheets - tax basis as of August 31, 2020, and the related statements of revenue, expenses, and other changes in net assets - tax basis for the one month and eight months then ended and for determining that the tax basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the tax basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

The supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. The information is the representation of management. The information was subject to our compilation engagement, however, we have not audited or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such supplementary information.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared in accordance with the tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues, and expenses. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Carthage Humane Society, Inc..

Schmidt Associates, LLC

September 03, 2020

Carthage Humane Society, Inc.
Balance Sheet - Tax basis
August 31, 2020

Assets

Current Assets	
SMB	\$ 23,020.94
Arvest - Payroll	662.28
Arvest - Operating	17,354.11
Petty cash	<u>100.00</u>
Total Current Assets	<u>41,137.33</u>
Property and Equipment	
Land	14,586.95
Building	486,742.82
Improvements	44,152.85
Office furniture and equipment	10,965.26
Machinery and equipment	185,448.68
Vehicles	11,500.00
Less accumulated depreciation	<u>(388,742.38)</u>
Net Property and Equipment	<u>364,654.18</u>
Total Assets	<u>\$ 405,791.51</u>

Liabilities and Net Assets

Current Liabilities	
Insurance proceeds received	\$ <u>8,401.01</u>
Total Current Liabilities	<u>8,401.01</u>
Long-Term Liabilities	
PPP loan	<u>21,200.00</u>
Total Long-Term Liabilities	<u>21,200.00</u>
Total Liabilities	<u>29,601.01</u>
Net Assets	
Unrestricted net assets	381,802.05
Change in net assets	<u>(5,611.55)</u>
Total Net Assets	<u>376,190.50</u>
Total Liabilities and Net Assets	<u>\$ 405,791.51</u>

See accountant's compilation report.

Carthage Humane Society, Inc.
Statements of Revenues, Expenses and Other Changes in Net Assets - Tax basis
For the one month and eight months ended August 31, 2020

	2020 Month	% of Income	2020 Year to date	% of Income
Sales				
City of Carthage contract	\$ 2,750.00	14.92 %	\$ 20,214.75	9.83 %
Jasper County contracts	0.00	0.00	4,000.00	1.95
Adoption fees	7,972.39	43.24	42,828.63	20.83
Return to owner fee	370.00	2.01	1,525.00	0.74
Surrender fees	210.00	1.14	3,316.00	1.61
Boarding	0.00	0.00	0.00	0.00
Product sales	125.00	0.68	899.00	0.44
Cemetery plot	75.00	0.41	435.00	0.21
Donations	553.10	3.00	16,654.17	8.10
Noncash Donations	2,106.59	11.43	47,923.16	23.30
Fundraising	0.00	0.00	0.00	0.00
Memorials and bequests	275.00	1.49	645.00	0.31
Grants	0.00	0.00	7,500.00	3.65
PetSmart Charities	1,000.00	5.42	2,000.00	0.97
Steadley Memorial Trust	3,000.00	16.27	25,764.57	12.53
Frances H Havens Trust	0.00	0.00	1,880.49	0.91
Jesse L Bridges Trust	0.00	0.00	0.00	0.00
Katheryn Hyde Trust	0.00	0.00	11,481.82	5.58
Trust fund receipts-other	0.00	0.00	14,032.46	6.82
Reimbursement of expenses	0.00	0.00	3,539.63	1.72
Miscellaneous Income	0.00	0.00	1,000.00	0.49
	<u>18,437.08</u>	<u>100.00</u>	<u>205,639.68</u>	<u>100.00</u>
Gross Profit	<u>18,437.08</u>	<u>100.00</u>	<u>205,639.68</u>	<u>100.00</u>
Operating Expenses				
Salaries and wages	14,674.89	79.59	74,185.14	36.08
Insurance - workers compensation	0.00	0.00	0.00	0.00
Payroll taxes	1,178.68	6.39	5,846.03	2.84
Total payroll expenses	<u>15,853.57</u>	<u>85.99</u>	<u>80,031.17</u>	<u>38.92</u>
Advertising	0.00	0.00	207.00	0.10
Auto expense	837.66	4.54	4,871.68	2.37
Bank charges	58.41	0.32	1,543.67	0.75
Cat litter	0.00	0.00	336.28	0.16
Contract labor	77.50	0.42	587.03	0.29
Credit card fees	0.00	0.00	0.00	0.00
Dog and cat food	2,006.45	10.88	18,732.80	9.11
Dues and subscriptions	0.00	0.00	717.00	0.35
Fundraising expense	0.00	0.00	96.77	0.05

See accountant's compilation report.

Carthage Humane Society, Inc.
Statements of Revenues, Expenses and Other Changes in Net Assets - Tax basis
For the one month and eight months ended August 31, 2020

	2020 Month	% of Income	2020 Year to date	% of Income
Insurance	0.00	0.00	3,888.00	1.89
Insurance- vehicle	240.01	1.30	531.35	0.26
Interest	0.00	0.00	0.00	0.00
Legal and professional	876.20	4.75	6,760.10	3.29
Meals and entertainment	0.00	0.00	169.32	0.08
Medical- supplies	3,709.02	20.12	25,266.04	12.29
Medical- clinic	1,218.77	6.61	18,165.61	8.83
Miscellaneous	0.00	0.00	117.91	0.06
Postage & Shipping	0.00	0.00	33.00	0.02
Repairs and maintenance	1,953.02	10.59	7,971.59	3.88
Supplies- office	65.92	0.36	1,956.36	0.95
Supplies- Vet supplies	232.50	1.26	1,155.85	0.56
Supplies- Animal Supplies	635.16	3.45	1,889.22	0.92
Taxes and licenses	0.00	0.00	0.00	0.00
Trash svc	162.41	0.88	1,341.65	0.65
Telephone	0.00	0.00	0.00	0.00
Utilities	1,354.11	7.34	10,085.00	4.90
Veterinary	0.00	0.00	0.00	0.00
Depreciation	2,827.70	15.34	19,408.56	9.44
	<u>16,254.84</u>	<u>15.34</u>	<u>125,831.79</u>	<u>9.44</u>
Total operating expenses	<u>32,108.41</u>	<u>174.15</u>	<u>205,862.96</u>	<u>100.11</u>
Net income (loss) from operations	<u>(13,671.33)</u>	<u>15.34</u>	<u>(223.28)</u>	<u>9.44</u>
Other Income / (Expenses)				
Interest income	0.97	0.01	5.78	0.00
Other income	0.00	0.00	0.00	0.00
Rent income	0.00	0.00	0.00	0.00
SBA non-taxable grant income	0.00	0.00	10,000.00	4.86
Gain (Loss) on Sale of Fixed Assets	0.00	0.00	(15,394.05)	(7.49)
	<u>0.97</u>	<u>0.01</u>	<u>(5,388.27)</u>	<u>(2.62)</u>
Net Income / (Loss)	<u>\$ (13,670.36)</u>	<u>(74.15)</u>	<u>\$ (5,611.55)</u>	<u>(2.73)</u>

See accountant's compilation report.

Supplementary Information

Carthage Humane Society, Inc.
Statements of Income and Net Assets - Tax basis
For the one month and eight months ended August 31, 2020

	2020 Month Actual	Monthly Budget	Monthly Variance	2020 Year to date	Year to date Budget	Year to date Variance	Actual as a % of Budget
Revenue							
City of Carthage contract	\$ 2,750.00	\$ 3,000.00	\$ (250.00)	\$ 20,214.75	\$ 24,000.00	\$ (3,785.25)	84.23 %
Jasper County contracts	0.00	666.67	(666.67)	4,000.00	5,333.32	(1,333.32)	75.00
Adoption fees	7,972.39	2,916.67	5,055.72	42,828.63	23,333.32	19,495.31	183.55
Return to owner fee	370.00	291.67	78.33	1,525.00	2,333.32	(808.32)	65.36
Surrender fees	210.00	125.00	85.00	3,316.00	1,000.00	2,316.00	331.60
Product sales	125.00	166.67	(41.67)	899.00	1,333.32	(434.32)	67.43
Cemetery plot	75.00	0.00	75.00	435.00	0.00	435.00	0.00
Donations	553.10	3,333.34	(2,780.24)	16,654.17	26,666.64	(10,012.47)	62.45
Noncash Donations	2,106.59	0.00	2,106.59	47,923.16	0.00	47,923.16	0.00
Memorials and bequests	275.00	625.00	(350.00)	645.00	5,000.00	(4,355.00)	12.90
Grants	0.00	0.00	0.00	7,500.00	0.00	7,500.00	0.00
PetSmart Charities	1,000.00	416.67	583.33	2,000.00	3,333.32	(1,333.32)	60.00
Steadley Memorial Trust	3,000.00	3,000.00	0.00	25,764.57	24,000.00	1,764.57	107.35
Frances H Havens Trust	0.00	1,083.34	(1,083.34)	1,880.49	8,666.64	(6,786.15)	21.70
Jesse L Bridges Trust	0.00	708.34	(708.34)	0.00	5,666.64	(5,666.64)	0.00
Katheryn Hyde Trust	0.00	666.67	(666.67)	11,481.82	5,333.32	6,148.50	215.28
Trust fund receipts-other	0.00	0.00	0.00	14,032.46	0.00	14,032.46	0.00
Reimbursement of expenses	0.00	291.67	(291.67)	3,539.63	2,333.32	1,206.31	151.70
Miscellaneous income	0.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00
Total revenue	<u>18,437.08</u>	<u>17,291.71</u>	<u>1,145.37</u>	<u>205,639.68</u>	<u>138,333.16</u>	<u>67,306.52</u>	<u>148.66</u>
Operating Expenses							
Salaries and wages	14,674.89	0.00	14,674.89	74,185.14	0.00	74,185.14	0.00
Payroll taxes	<u>1,178.68</u>	<u>8,750.00</u>	<u>(7,571.32)</u>	<u>5,846.03</u>	<u>70,000.00</u>	<u>(64,153.97)</u>	<u>8.35</u>
Total payroll expenses	<u>15,853.57</u>	<u>8,750.00</u>	<u>7,103.57</u>	<u>80,031.17</u>	<u>70,000.00</u>	<u>10,031.17</u>	<u>114.33</u>
Advertising	0.00	0.00	0.00	207.00	0.00	207.00	0.00
Auto expense	837.66	0.00	837.66	4,871.68	0.00	4,871.68	0.00
Bank charges	58.41	41.66	16.75	1,543.67	333.36	1,210.31	463.06
Cat litter	0.00	0.00	0.00	336.28	0.00	336.28	0.00
Contract labor	77.50	0.00	77.50	587.03	0.00	587.03	0.00
Cremations	0.00	41.66	(41.66)	0.00	333.36	(333.36)	0.00
Dog and cat food	2,006.45	0.00	2,006.45	18,732.80	0.00	18,732.80	0.00
Dues and subscriptions	0.00	0.00	0.00	717.00	0.00	717.00	0.00
Fundraising expense	0.00	0.00	0.00	96.77	0.00	96.77	0.00

See accountant's compilation report.

Carthage Humane Society, Inc.
Statements of Income and Net Assets - Tax basis
For the one month and eight months ended August 31, 2020

	2020 Month Actual	Monthly Budget	Monthly Variance	2020 Year to date	Year to date Budget	Year to date Variance	Actual as a % of Budget
Insurance	0.00	708.33	(708.33)	3,888.00	5,666.68	(1,778.68)	68.61
Insurance- vehicle	240.01	0.00	240.01	531.35	0.00	531.35	0.00
Legal and professional	876.20	541.66	334.54	6,760.10	4,333.36	2,426.74	156.00
Meals and entertainment	0.00	0.00	0.00	169.32	0.00	169.32	0.00
Medical- supplies	3,709.02	666.66	3,042.36	25,266.04	5,333.36	19,932.68	473.74
Medical- clinic	1,218.77	0.00	1,218.77	18,165.61	0.00	18,165.61	0.00
Miscellaneous	0.00	0.00	0.00	117.91	0.00	117.91	0.00
Postage & Shipping	0.00	6.25	(6.25)	33.00	50.00	(17.00)	66.00
Printing & Stationary	0.00	41.66	(41.66)	0.00	333.36	(333.36)	0.00
Repairs and maintenance	1,953.02	500.00	1,453.02	7,971.59	4,000.00	3,971.59	199.29
Supplies- office	65.92	208.33	(142.41)	1,956.36	1,666.68	289.68	117.38
Supplies- Vet supplies	232.50	833.33	(600.83)	1,155.85	6,666.68	(5,510.83)	17.34
Supplies- Animal Supplies	635.16	375.00	260.16	1,889.22	3,000.00	(1,110.78)	62.97
Taxes and licenses	0.00	83.32	(83.32)	0.00	666.64	(666.64)	0.00
Trash svc	162.41	0.00	162.41	1,341.65	0.00	1,341.65	0.00
Telephone	0.00	166.66	(166.66)	0.00	1,333.36	(1,333.36)	0.00
Utilities	1,354.11	1,833.33	(479.22)	10,085.00	14,666.68	(4,581.68)	68.76
Veterinary	0.00	2,916.66	(2,916.66)	0.00	23,333.36	(23,333.36)	0.00
Depreciation	2,827.70	2,250.00	577.70	19,408.56	18,000.00	1,408.56	107.83
	<u>16,254.84</u>	<u>11,214.51</u>	<u>5,040.33</u>	<u>125,831.79</u>	<u>89,716.88</u>	<u>36,114.91</u>	<u>140.25</u>
Total operating expenses	<u>32,108.41</u>	<u>19,964.51</u>	<u>12,143.90</u>	<u>205,862.96</u>	<u>159,716.88</u>	<u>46,146.08</u>	<u>128.89</u>
Total expenses	<u>32,108.41</u>	<u>19,964.51</u>	<u>12,143.90</u>	<u>205,862.96</u>	<u>159,716.88</u>	<u>46,146.08</u>	<u>128.89</u>
Other Income / (Expenses)							
Interest income	0.97	0.00	(0.97)	5.78	0.00	(5.78)	0.00
SBA non-taxable grant income	0.00	0.00	0.00	10,000.00	0.00	(10,000.00)	0.00
Gain (Loss) on sale of assets	0.00	0.00	0.00	(15,394.05)	0.00	15,394.05	0.00
	<u>0.97</u>	<u>0.00</u>	<u>0.97</u>	<u>(5,388.27)</u>	<u>0.00</u>	<u>(5,388.27)</u>	<u>0.00</u>
Change in net assets	<u>\$ (13,670.36)</u>	<u>\$ (2,672.80)</u>	<u>\$ (10,997.56)</u>	<u>\$ (5,611.55)</u>	<u>\$ (21,383.72)</u>	<u>\$ 15,772.17</u>	<u>26.24 %</u>

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.