

1. Agenda

Documents:

[CITY COUNCIL AGENDA 10 27 20.PDF](#)

2. Minutes

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[CITY COUNCIL MINUTES 10 27 20.PDF](#)

3. Meeting Materials

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**COUNCIL AGENDA
CITY OF CARTHAGE, MISSOURI
TUESDAY, OCTOBER 27, 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
 - Anita Jones
7. Public Comments

(Each person addressing the Council shall state their name and address or the organization or firm represented and is limited to no more than five (5) minutes. The time may be extended by the chair if deemed necessary. Once a person has had their say on a particular issue they are not permitted to once again speak on the issue unless called to answer any further questions by the Council or Chair)
8. Reports of Standing Committees
9. Reports from Special Committees and Board Liaisons
10. Report of the Mayor
11. Reports/Remarks of Councilmembers

(Each Councilmember is limited to no more than two (2) minutes. The time may be extended by the Chair if deemed necessary. Once a Councilmember has had their say on a particular issue they are not permitted to once again speak on the issue unless permitted by the Chair)
12. Administrative Reports
13. Report of Claims Presented Against the City
14. Public Hearings
15. Old Business
16. New Business
 1. **C.B. 20-49** – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage and Mercy Health, a Missouri nonprofit corporation, on behalf of itself and its affiliated entities (“Mercy”) for Laboratory Services for COVID testing. (Insurance, Audit and Claims)
 2. **C.B. 20-50** – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage and the Carthage Humane Society for animal control services for the City of Carthage. (Budget)

17. Mayor's Appointments

- Enhanced Enterprise Zone Board

18. Resolutions

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

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

Mr. Snow made a motion, seconded by Mr. Armstrong, to approve the minutes of the October 13, 2020 Council Meeting. Motion carried unanimously.

Mayor Rife presented a Proclamation honoring Anita Jones for her forty years of service with the City of Carthage as a Crossing Guard for Carthage schools.

During Citizen's Participation Period: Abi Almandinger, Vision Carthage, presented a plaque to the Council for Most Beautiful Tree Canopy that was received by America in Bloom. Callie Myers, Convention & Visitors Bureau, discussed advertising initiatives and upcoming events.

Mr. Snow reported the Budget Ways & Means Committee is between meetings with the next meeting scheduled for November 9.

Ms. Otero reported the Committee on Insurance, Audit and Claims met on this date and approved the claims. Ms. Otero made a motion, seconded by Mr. Armstrong, to renew the current Anthem employee health insurance policy with a 1.33% increase in premium. Motion carried. The creation of an HR Generalist/Payroll Clerk was discussed. The Committee agreed to defer changes to dependent contributions for health insurance to next year. Changes to the current vacation schedule will be made to allow accrual of vacation time sooner. Ms. Otero made a motion, seconded by Mr. Diggs, to no longer pay out vacation accruals at separation, but pay out what has been earned (on the books). Motion carried. Ms. Otero made a motion, seconded by Mr. Diggs, to discontinue the Ozark Center Nicotine Cessation Program and change to the online program offered by TriHealth. Motion carried.

Mr. Snow reported the Public Safety Committee met October 19. Abi Almandinger, Vision Carthage, requested permission to install a Christmas light tunnel on the south side of the square next to Carthage Eye Care on the mall sidewalk from the weekend after Thanksgiving through January 1, 2021. Mr. Snow made a motion, seconded by

Mr. Topete, to allow the Christmas light tunnel to be installed as requested. Motion carried. Kip Smith has requested a road closure on 2nd Street between Grant and Howard from Friday, October 30 at 5:30 p.m. until Saturday, October 31 at 5:30 p.m. for a public auction. Mr. Snow made a motion, seconded by Mr. Armstrong, to approve the street closure as requested. Motion carried.

Mr. Topete reported the Public Services Committee met October 20. There were no items on the agenda for consideration.

Mr. Armstrong reported the Public Works Committee is between meetings with the next meeting scheduled for November 3.

Special Committee and Board Liaison reports were given by Mr. Armstrong for the Civil War Museum, Ms. Otero for the HSTCC and Carthage Humane Society, and Mr. Thompson for the Convention and Visitors Bureau.

During Reports of Council Members, Mr. Snow made a motion, seconded by Ms. Otero, to approve the current contract with the Carthage Humane Society for \$36,000 for the 2020-2021 Fiscal Year. Mr. Armstrong made a motion, seconded by Mr. Topete, to amend the motion to approve the current contract with the Carthage Humane Society for \$33,000 for the 2020-2021 Fiscal Year. Motion to amend passed 6-1 with Ms. Otero casting the Nay vote. The current contract for \$33,000 will be approved with passage of C.B. 20-50.

City Attorney Nate Dally reported on a meeting with the attorney for the Railroad lawsuit to map out railroad crossings.

Police Chief Greg Dagnan reported on a pursuit in which an officer was shot at, the Police Department is currently at full staff with the exception of a School Resource Officer, and updated the council on how the Police Department will monitor Halloween activities.

Fire Chief Roger Williams updated the Council on Covid cases and reported on his trip to inspect the new fire truck.

Public Works Director Zeb Carney reported leaf pick-up begins November 2.

Parks and Recreation Director Mark Peterson reported on the grand opening of the pickle ball courts.

City Administrator Tom Short reported on the following: discussions regarding the Nicotine Cessation Program, Covid briefings, lease signing for new fire truck, letter of support for Lakeview Estates, a meeting of the Salary Sub-committee, possible termination of the CID in the south part of town, Gro 3.0 grant meetings, a disciplinary hearing scheduled for later in the week, and City Hall will not be participating in the Halloween event.

The Committee on Claims filed a report in the amount of \$631,428.50 against the following funds: General Revenue \$71,384.94, Public Health \$132,178.90, Parks/Stormwater \$52,017.54, Golf \$1,808.29, Library \$40,000.00 and Payroll \$334,038.83. Ms. Otero made a motion, seconded by Mr. Armstrong, to accept the report and allow the claims. Motion carried.

There was no old business to conduct.

Under new business, C.B. 20-49 – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage and Mercy Health, a Missouri nonprofit corporation, on behalf of itself and its affiliated entities (“Mercy”) for Laboratory Services for COVID testing; and to be considered an Emergency Ordinance due to unforeseen circumstances which delay would hinder the effective delivery of municipal service was placed on first reading with no action taken.

Ms. Otero made a motion, seconded by Mr. Snow, to follow the emergency protocol and advance Council Bill 20-49 to the second reading. Motion passed.

C.B. 20-49 – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage and Mercy Health, a Missouri nonprofit corporation, on behalf of itself and its affiliated entities (“Mercy”) for Laboratory Services for COVID testing; and to be considered an Emergency Ordinance due to unforeseen circumstances which delay would hinder the effective delivery of municipal service was placed on second reading followed by a roll call vote of 7 yeas and 0 nays. Ayes: Armstrong, Diggs, Otero, Snow, Thompson, Topete and West. The Council Bill was approved and numbered Ordinance 20-45.

C.B. 20-50 – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage and the Carthage Humane Society for animal control services for the City of Carthage was placed on first reading with no action taken.

Mr. Armstrong made a motion, seconded by Mr. Topete, to follow the emergency protocol and advance Council Bill 20-50 to the second reading. Mr. Snow moved to go back to the current contract for \$33,000. City Attorney Dally explained that was approved in a previous motion, so Mr. Snow withdrew his motion. Motion by Mr. Armstrong passed 6-1 with Ms. Otero casting the Nay vote.

C.B. 20-50 – An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage and the Carthage Humane Society for animal control services for the City of Carthage was placed on second reading followed by a roll call vote of 6 yeas and 1 nay. Ayes: Armstrong, Diggs, Snow, Thompson, Topete and West. Nay: Otero. The Council Bill was approved and numbered Ordinance 20-46.

Mr. Armstrong made a motion, seconded by Mr. Topete, to approve the Mayor’s appointment of Alan Snow to the Enhanced Enterprise Zone Board until October 2025. Motion carried.

During closing comments, Mr. Snow congratulated the Carthage High School soccer team, Mr. Diggs and Mr. Thompson thanked Department Heads for their hard work.

Mr. Thompson made a motion, seconded by Mr. Snow, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:55 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
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

***PRESENTATIONS/
PROCLAMATIONS***

PROCLAMATION

WHEREAS, Anita Jones began her career as a crossing guard with the City of Carthage for the Carthage School District on Garrison and Centennial in 1980; and

WHEREAS, Anita is committed to and serious about her role in ensuring students are safe; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Carthage applauds Anita Jones and conveys to her our most heartfelt congratulations for her dedication and commitment in her 40 years of service to the City of Carthage, the Carthage School District, and specifically to Columbian Elementary.

BE IT FURTHER RESOLVED, that a copy of this Proclamation be properly inscribed and presented to Anita Jones.

Dan Rife

Mayor

***PUBLIC
HEARINGS***

***OLD
BUSINESS***

***NEW
BUSINESS***

COUNCIL BILL NO. 20-49

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage and MERCY HEALTH, a Missouri nonprofit corporation, on behalf of itself and its affiliated entities ("Mercy") for Laboratory Services for COVID testing.

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

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into an agreement with MERCY HEALTH, a Missouri nonprofit corporation, on behalf of itself and its affiliated entities ("Mercy") for Laboratory Services for COVID testing, copy of which is agreement is attached hereto and incorporated herein as if set out in full.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Committee on Insurance and Claims

LABORATORY SERVICES AGREEMENT

This Laboratory Services Agreement ("Agreement") is made and entered into effective as of the 14th day of October, 2020 ("Effective Date"), by and between **MERCY HEALTH**, a Missouri nonprofit corporation, on behalf of itself and its affiliated entities ("Mercy") and **CITY OF CARTHAGE**, ("Provider").

WHEREAS, Mercy owns and operates one or more clinical laboratories which perform tests and examinations on human body materials for the purpose of providing information for the diagnosis, prevention and treatment of disease and the assessment of medical conditions and for other medical purposes; and

WHEREAS, Provider desires to contract with Mercy to provide laboratory services to Provider for its patients and Mercy desires to perform such services pursuant to the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I **DUTIES OF MERCY**

To facilitate the provision of Laboratory Services by Mercy to Provider hereunder, Mercy shall have the following duties which shall be carried out by Mercy consistent with the terms hereof and those policies and procedures as may be reasonably set forth by Mercy from time to time and made available to Provider ("Mercy Lab Policies"):

1.1. Laboratory Services. Mercy shall provide to Provider clinical laboratory tests and related services as ordered by a patient's attending physician or other authorized person in accordance with the terms and conditions of this Agreement. The laboratory services offered by Mercy shall include the clinical laboratory tests identified in Mercy's test catalogue provided to Provider in paper or electronic form and related services identified on Exhibit A, as amended from time to time by Mercy upon notice to Provider, as well as referral services for laboratory tests not performed by Mercy, but referred to third party laboratories for testing ("Laboratory Services").

1.2. Supplies. Mercy shall provide to Provider at Mercy's expense certain specimen collection and transportation supplies of the type and quantity deemed reasonable and appropriate by Mercy.

1.3. Additional Services and Obligations. Mercy shall provide the additional services and fulfill the additional obligations as set forth in Exhibit B.

1.4. Reporting Results. Mercy shall transmit the results of routine tests to Provider within a reasonable period of time consistent with Mercy Lab Policies. Mercy shall notify authorized Provider personnel of all life-threatening "panic values" in accordance with Mercy Lab Policies via telephone at the phone number included on the signature page of this Agreement. If Provider uses Mercy's online ordering and reporting system for Laboratory Services, Mercy shall transmit the test results through its online system. If Provider does not use Mercy's online ordering and reporting system for Laboratory Services, Mercy shall transmit the test results via facsimile to the facsimile number provided by Provider on the signature page of this Agreement.

1.5. Processing Requests. Mercy's obligation to process requests for Laboratory Services hereunder shall be subject to the condition that Provider provide to Mercy complete and accurate billing information consistent with the requirements set forth in Exhibit C.

1.6. Laboratory Customer Service. Mercy shall maintain a process for responding to questions and concerns relating to Mercy's provision of Laboratory Services under this Agreement.

1.7. Exclusion from Federal Healthcare Programs. Mercy hereby represents that Mercy has not been excluded, debarred or suspended from participation in Medicare, Medicaid or any other Federal healthcare program. Mercy shall provide written notice to Provider if Mercy becomes excluded, debarred or suspended from participation in Medicare, Medicaid or any other Federal healthcare program during the term of this Agreement.

1.8. Licensure and Certification. Throughout the term of this Agreement, Mercy shall maintain such licenses and certifications as are required under Federal and State law to provide the Laboratory Services contemplated hereunder, including certification under the Clinical Laboratory Improvement Act ("CLIA").

1.9. Compliance with Law. Mercy shall provide all Laboratory Services hereunder in accordance with established and recognized clinical laboratory testing procedures and in accordance with applicable Federal and State laws and regulations. Except as expressly set forth herein, no other warranties are made by Mercy regarding the Laboratory Services provided hereunder. Provider hereby acknowledges that Mercy's responsibilities hereunder are limited to performing the Laboratory Services and delivering the results thereof and Mercy shall have no responsibility for any patient follow up care or treatment warranted by such test results.

ARTICLE II **DUTIES OF PROVIDER**

To facilitate the provision of Laboratory Services by Mercy to Provider hereunder, Provider shall have the following duties which shall be carried out by Provider consistent with the terms hereof and Mercy Lab Policies:

2.1. Notification. Provider shall notify Mercy of Laboratory Services ordered by the patient's attending physician or other authorized person and of all specimens collected by Provider and ready for pick up by Mercy, in each case consistent with Mercy Lab Policies.

2.2. Requisitions. Provider shall arrange for all specimens submitted by Provider for Laboratory Services to be accompanied by a requisition form in a paper or electronic format approved by Mercy. If the requisition form is not itself signed by the ordering physician, Provider shall (a) ensure there is a signed physician order or other legally acceptable documentation of intent to order the test in the patient's medical record, and (b) provide such signed physician order or other legally acceptable documentation of intent to order the test to Mercy upon Mercy's request. For any verbal orders, Provider shall provide to Mercy confirmation of such verbal order in a paper or electronic format approved by Mercy and consistent with Mercy policy. Together with the requisition form, Provider shall provide to Mercy the billing information consistent with the requirements set forth in Exhibit C.

2.3. Changes and Cancellations. Provider shall advise Mercy in a paper or electronic format approved by Mercy of any change or cancellation in any requisition for Laboratory Services. For any verbal order changes or cancellations, Provider shall provide to Mercy confirmation of such verbal change or cancellation in a paper or electronic format approved by Mercy and consistent with Mercy policy. If the change or cancellation request is received by Mercy after Mercy has begun preparation, Mercy will bill and collect for the test in accordance with Article III of this Agreement.

2.4. Specimen Collection. To the extent Provider is collecting specimens from patients for testing by Mercy, Provider shall ensure that patient specimens are obtained in an appropriate container, in adequate quantity, and properly labeled and packed for transport, in accordance with Mercy Lab Policies. Provider shall contact Mercy for specific instructions if not familiar with specimen requirements. To the extent Mercy is collecting specimens from patients, Provider shall provide assistance to Mercy personnel to properly identify patients in a timely manner and assist with specimen collection if and when necessary.

2.5. Use of Specimen Collection Supplies. Provider agrees and represents that any equipment or supplies provided by Mercy to Provider hereunder are integral to, and shall be exclusively used for, collecting, processing, ordering and transporting specimens to or from Mercy and obtaining reports of results for laboratory services provided by Mercy or otherwise communicating with Mercy regarding such laboratory services. To the extent Provider personnel use any needles, similar devices or other supplies for specimen collection provided by Mercy or otherwise acquired by Provider, Provider shall cause such needles, devices or other supplies to be used in accordance with applicable Federal and State laws and regulations, such as OSHA's Bloodborne Pathogen Standard, and the manufacturer's instructions. Mercy shall not be responsible for any claims arising out of the use or misuse of any needles, similar devices or any other supplies provided hereunder. MERCY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SPECIMEN COLLECTION SUPPLIES PROVIDED HEREUNDER.

2.6. Laboratory Reports. Provider shall file reports and other applicable information received from Mercy in the patient's clinical records.

2.7. Additional Services and Obligations. Provider shall provide the additional services and fulfill the additional obligations as set forth in Exhibit B.

2.8. Exclusion from Federal Healthcare Programs. Provider hereby represents that neither Provider nor any doctor of medicine, osteopathy, podiatry or dentistry, clinical psychologist or person with any privileges to admit patients to Provider has been excluded, debarred or suspended from participation in Medicare, Medicaid or any other Federal healthcare program. Provider shall provide written notice to Mercy if Provider or any such individual becomes excluded, debarred or suspended from participation in Medicare, Medicaid or any other Federal healthcare program during the term of this Agreement.

2.9. Licensure and Certification. Throughout the term of this Agreement, Provider shall maintain such licenses and certifications as are required under Federal and State law for the operation of Provider.

2.10. Compliance with Law. Provider shall fulfill its responsibilities hereunder in accordance with established and recognized clinical laboratory testing procedures and in accordance with applicable Federal and State laws and regulations.

2.11. Physician Ownership or Compensation Relationships. Provider represents and warrants that throughout the term of this Agreement, no doctor of medicine, osteopathy, podiatry or dentistry, clinical psychologist or person with any privileges to admit patients to Provider, if applicable (or immediate family member of any of the foregoing) has or shall have any form of compensation arrangement with Provider pursuant to which compensation varies based upon the volume or value of referrals to Mercy.

2.12. Responsibility for Care. Provider shall coordinate, supervise and evaluate the care and services provided to the patients of Provider and assumes all responsibility for accessing patient laboratory results, patient assessment and follow-up for laboratory results and reports including panic and significantly out of normal range laboratory results.

ARTICLE III **COMPENSATION**

3.1. Fees. Provider shall pay Mercy for Laboratory Services pursuant to the terms and conditions set forth in the Laboratory Services Fee Schedule attached hereto as Exhibit A. Any amendments or changes to the Laboratory Services Fee Schedule shall become effective thirty (30) days after Provider's receipt of notice advising Provider of such amendments or changes, unless the parties expressly agree to a different effective date.

3.2. **Billing and Payment Procedures.** Mercy and Provider shall comply with the billing and payment provisions set forth in Exhibit C.

ARTICLE IV TERM AND TERMINATION

4.1. **Term.** This Agreement shall commence as of the Effective Date, shall remain in effect for an initial term of twelve (12) months and shall automatically renew for additional terms of one (1) year each, unless earlier terminated as provided herein.

4.2. **Termination Without Cause.** Notwithstanding any contrary provision herein, either party may terminate this Agreement, with or without cause, upon no less than thirty (30) days prior written notice of termination to the other party.

4.3. **Termination For Cause.** Either party shall have the right to terminate this Agreement effective immediately upon written notice of termination delivered to the other party upon the occurrence of any one or more of the following events: (a) breach of this Agreement by the other party if such breach is not cured within thirty (30) days following receipt of written notice of the breach by the breaching party; (b) the other party is suspended, excluded, debarred or otherwise ineligible to participate in any Federal healthcare program; or (c) the other party loses its licensure or certification necessary to fulfill its obligations hereunder.

4.4. **Termination for Non-Payment.** Mercy shall have the right to terminate this Agreement for non-payment of any outstanding invoices if Mercy provides Provider notice of termination due to nonpayment and Provider fails to cure the nonpayment within the ten (10) days of receipt of such notice. In such event, Mercy has the right to declare all outstanding invoices due and payable. Mercy reserves the right to continue providing services on a cash advance basis.

4.5. **Obligations Upon Termination.** Upon termination of this Agreement, neither party shall have any further obligation to the other under this Agreement, except that (a) both parties shall be obligated to fulfill their respective obligations which have accrued prior to the termination, (b) Provider shall provide Mercy with access to such information and documentation as is necessary for Mercy to bill and collect for Laboratory Services provided hereunder, and (c) the obligations, promises and covenants in this Agreement which are expressly intended to extend beyond the term of this Agreement shall remain in effect following termination, including, without limitation, the obligations set forth in Section 2.5, this Section 4.5, Articles V and VI, and Exhibit C.

ARTICLE V INDEMNIFICATION AND INSURANCE

5.1. **Indemnification Agreements.** Each party shall indemnify, defend and hold harmless the other party, its affiliates, and their respective directors, officers, employees and agents, from and against any and all third party claims, causes of action, liabilities, losses, damages, penalties, assessments, judgments, expenses, including reasonable attorneys' fees and costs, arising out of, resulting from, or relating to: (a) a breach of this Agreement by such party, or (b) the willful misconduct or gross negligence of such party in connection with this Agreement. Notwithstanding any contrary provision herein, in no event shall either party be responsible to the other party or to any other person for any punitive damages or any consequential, incidental, indirect, exemplary or special damages in connection with the Laboratory Services provided hereunder, including without limitation loss of profits and the cost of cover.

5.2. **Indemnification Procedures.** In the event that any party intends to seek indemnification under this Article 5, the party seeking indemnity ("Indemnified Party") shall provide written notice to the other party ("Indemnifying Party") within thirty (30) days of obtaining information which would lead a

reasonable person to conclude that indemnification would be available hereunder, provided that the failure to provide such notice or the delay of such notice shall not relieve the Indemnifying Party from any indemnity obligation that it may have hereunder so long as the failure or delay shall not have prejudiced the defense of such claim. The Indemnified Party shall (a) allow the Indemnifying Party and/or its insurer to assume direction and control of the defense of any action, suit, or proceeding, if they elect to do so, including the right to select or approve defense counsel; (b) allow the Indemnifying Party and/or its insurer the right to settle such actions, suits, or proceedings at the sole discretion of the Indemnifying Party or its insurer, with standard settlement terms, except that in no event shall the Indemnifying Party enter into any settlement that involves an acknowledgement of guilt or fault by, or an adverse judgment against, the Indemnified Party without its express written consent; (c) cooperate fully with the Indemnifying Party and its insurer in defending against, and settling such actions, suits, or proceedings; and (d) have the right to fully participate in the defense, with counsel of its own choice, at its expense. If the Indemnifying Party shall, within a reasonable time after notice, fail to defend, the indemnified party shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle (exercising reasonable business judgment) the claim or other matter on behalf, for the account and at the risk of the Indemnifying Party.

5.3. Insurance. Each party shall maintain, at its sole cost and expense, comprehensive professional and general liability insurance in the minimum amount of One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) annual aggregate covering its respective obligations under this Agreement. Upon termination or expiration of this Agreement, each party shall maintain extended reporting "tail" coverage to the extent necessary to maintain professional liability insurance coverage for claims related to services provided by such party hereunder during the term of this Agreement. Each party shall maintain worker's compensation insurance for each respective party's employees in amounts required by the laws of the State in which the Provider is located. Upon request, each party shall provide the other party a certificate of insurance or other acceptable proof to evidence the existence of the insurance coverages pursuant to this Section. Notwithstanding any other language in this Agreement, the parties understand that Mercy Health and its related companies and affiliates have a self-funded liability pool that provides coverage for professional liability, general liability and workers compensation claims. The insurance requirements set forth in this Agreement are satisfied through this self-funded liability pool including any indemnification requirements for Mercy.

ARTICLE VI

GENERAL PROVISIONS

6.1. Dispute Resolution. If any controversy or claim arising out of or relating to this Agreement, or breach thereof, is not settled by direct discussions between the parties (the "Claim"), the Claim shall be settled by binding arbitration before a single arbitrator in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration. Any arbitration conducted pursuant to this Section shall be conducted in St. Louis County or at such other location as is mutually agreeable to the parties. The arbitrator shall have the authority to award attorneys' fees to the prevailing party. The arbitrator shall render an award in a reasoned, written decision. Either Party may move to confirm, modify, correct or vacate the award pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 *et. seq.* The Federal Arbitration Act and the federal substantive law promulgated relative thereto shall be the applicable governing law regarding the application, implementation, interpretation and enforcement of the rights to arbitration as set forth in this Section. Either party shall have the right to pursue injunctive or other equitable remedies or to enforce the terms of this Section 6.1 in any court of competent jurisdiction.

6.2. No Referrals Required. This Agreement shall be construed in a manner consistent with compliance with the Federal Anti-kickback and Stark laws and regulations, and the parties hereto agree to take such actions necessary to construe and administer this Agreement in compliance therewith. The parties agree that the Laboratory Services and compensation provided hereunder are intended to promote the legitimate business purposes of the parties and not to induce or influence any referrals, and there is no requirement under this Agreement of referrals between or among the parties or their respective affiliates.

The parties acknowledge that the compensation paid hereunder constitutes fair market value for the Laboratory Services rendered based on arm's length bargaining and the value of similar services in the community.

6.3. HIPAA. Each party acknowledges that it is a "covered entity" as defined under the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder, as amended ("HIPAA") and that it shall implement all necessary policies, procedures and training to comply with HIPAA and all other applicable legal requirements related to privacy and security of medical information. The parties acknowledge that uses and disclosures of protected health information under the terms and conditions of this Agreement may be characterized as treatment, payment or healthcare operations under HIPAA.

6.4. Access to Books and Records. To the extent required by Section 1861(v)(1)(I) of the Social Security Act and its implementing regulations, until the expiration of four years after the termination of this Agreement, Mercy shall make available, upon the written request of the Secretary of the U.S. Department of Health and Human Services ("Secretary"), the U.S. Comptroller General ("Comptroller"), or any authorized representative of the Secretary or Comptroller, this Agreement and Mercy's books, documents and records that are necessary to certify the nature and extent of the costs of the Laboratory Services provided by Mercy under this Agreement. If Mercy carries out any of its duties under this Agreement through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization, Mercy shall assure that such subcontract also contains a comparable access clause to permit access by the Secretary, Comptroller, and their representatives to the related organization's books and records until the expiration of four (4) years after the furnishing of services pursuant to such subcontract.

6.5. Proficiency Testing. Provider shall not submit to Mercy any Proficiency Testing ("PT") samples, which Provider receives for testing. If any PT samples are sent to Mercy by Provider, Mercy shall comply with the applicable Clinical Laboratory Improvement Amendments of 1988, as amended, codified at 42 C.F.R. § 493.801(b)(4) related to receipt of such PT samples and shall be entitled to recover all costs and expenses that it incurs relating to handling such incidents.

6.6. Confidentiality. Provider acknowledges that during the term of this Agreement, Provider may be brought into contact with Mercy's confidential methods of operation, pricing policies, marketing strategies, trade secrets, knowledge, techniques, data, and other information about Mercy's laboratory operations and business of a confidential nature, including Mercy Lab Policies and the terms of this Agreement ("Confidential Information") and that such Confidential Information has a special and unique value to Mercy. Provider shall not in any manner, directly or indirectly, disclose or divulge to any person, or other entity whatsoever, or use for Provider's own benefit or for the benefit of any other person or other entity whatsoever, any Confidential Information except as required by law or upon the consent of Mercy. Upon termination of this Agreement for any reason, Provider shall immediately return to Mercy or destroy (upon the request of Mercy) any and all Confidential Information in the possession or control of Provider.

6.7. Change in Law. In the event of any future change in laws or regulations or any decision by a court of law or a regulatory agency which, in the reasonable opinion of legal counsel for either party, affects or may affect the legality of this Agreement or adversely affect the ability of either party to perform its obligations or receive the benefits intended hereunder ("Change in Law"), then as soon as reasonably practical following written notice by one party to the other, the parties shall negotiate in good faith to restructure this Agreement in a manner which both cures the problem and achieves the business result originally intended by the parties to the extent possible in light of the Change in Law. In the event either party concludes in its reasonable discretion that it is impossible to accomplish both of these goals, this Agreement shall terminate effective immediately upon written notice to the other party thereof.

6.8. Independent Contractors. Mercy and Provider are and shall at all times be independent contractors with respect to the performance of their respective obligations under this Agreement. Nothing in this Agreement shall be construed to create an employment, joint venture, agency, or partnership relationship between Mercy and Provider.

6.9. Prevailing Party Expenses. The prevailing party in any legal proceeding as a result of any dispute arising under this Agreement shall be entitled to recover all reasonable expenses incurred in connection with pursuing such legal action, including, without limitation, attorneys' fees and expenses, and each Party to this Agreement agrees to pay any such fees and expenses awarded by any court or arbitrator in connection with any such action.

6.10. Assignment. Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Mercy shall have the right to assign or transfer this Agreement, and/or any of its rights, duties, or obligations hereunder, without the prior written consent of Provider to any Mercy affiliate or subsidiary, to any entity assuming an interest in Mercy or any of its assets, or to any experienced and reputable provider of laboratory services, including any regionally or nationally recognized laboratory services provider.

6.11. No Third Party Beneficiaries. The terms of this Agreement are not intended and shall not be construed to confer upon any person other than the parties hereto any rights, remedies, obligations or liabilities whatsoever.

6.12. Force Majeure. Neither party shall be liable for nonperformance, defective performance or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such party's control, including acts of God, war, terrorism, civil disturbance, labor disputes, fire, floods, explosions, disruption of public utilities, supply chain interruptions, information systems interruptions or failures or other similar causes beyond the party's control.

6.13. Governing Law. The validity, construction, enforcement and interpretation of this Agreement shall be governed by the laws of the State of Missouri without regard to conflicts of law principles.

6.14. Notices. All notices, requests, demands, or other communications provided for in this Agreement shall be in writing and shall be deemed to have been given at the time when personally delivered, received by certified mail, return receipt requested, or received by overnight courier addressed as follows or to such other address as hereafter may be notified in writing by one party to the other:

If to Provider:

Mayor
City of Carthage
326 Grant
Carthage, MO 64836

With a copy to:

If to Mercy:

Matt Livengood
Mercy Lab
3045 S. National Ave., Suite 210
Springfield, MO 65804

With a copy to:

Mercy
Attn: Law Department
14528 S. Outer Forty Road, Suite 100
Chesterfield, MO 63017

6.15. Miscellaneous. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes any prior or contemporaneous verbal or written agreements, communications and representations relating to the subject matter hereof. This Agreement may be modified or amended only by a written agreement signed and dated by the parties. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by such party. If any one or more of the provisions of this Agreement or any application thereof shall be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement and any other application thereof shall not in any way be affected or impaired thereby. This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes and all of which shall together constitute one and the same instrument. Signatures transmitted by facsimile or in Portable Document Format (pdf) may be considered an original for all purposes. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, devisees, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

LABORATORY

MERCY HEALTH

By: _____

Print Name: _____

Title: _____

PROVIDER

CITY OF CARTHAGE

By: _____

Print Name: _____

Title: _____

Provider Contact Information

Traci Cox

Telephone: 417-237-7000

Facsimile: 414-237-7002

Provider Address for Invoices

326 Grant

Carthage, MO 64836

Attn: Accounts Payable

EXHIBIT A

LABORATORY SERVICES FEE SCHEDULE

SERVICE DESCRIPTION	FEE
Provider/Client Bill Tests	<i>See attached fee schedule</i>
Other Services:	

EXHIBIT A

LABORATORY SERVICES FEE SCHEDULE

Provider/Client Bill Tests

SERVICE DESCRIPTION	FEE		
Provider/Client Bill Tests (Fee Schedule list determined by utilization. Other test fees available upon request) FEE SCHEDULE ID: 3199	<u>EAP</u>	<u>Test</u>	<u>Fee</u>
	800004123	COVID-19, RT-PCR HIGH THRU PUT TECH	\$100.00

Note: Any test not listed in the above fee schedule will be invoiced at the then-current fee schedule of the performing laboratory.

EXHIBIT B

ADDITIONAL SERVICES AND OBLIGATIONS

This page intentionally left blank.

EXHIBIT C

BILLING AND PAYMENT

1. **Provider/Client Bill Laboratory Services.** For all Laboratory Services requested for Provider's patients, Provider shall indicate to Mercy on the requisition form or other documentation acceptable to Mercy whether Provider or the patient (or applicable third party payor) is responsible for payment for the Laboratory Services. Each month, Mercy shall submit to Provider an itemized invoice detailing all Laboratory Services for which Provider is financially responsible which shall include Laboratory Services provided to:
 - a. Patients insured through Medicare, Medicaid, any other Federal or state health care program, private insurance, managed care payors or other third party payors ("Laboratory Payor") under an arrangement pursuant to which Provider has financial responsibility for providing the Laboratory Services (e.g., Medicare Part A patients);
 - b. Patients for whom Mercy is unable to obtain payment from a Laboratory Payor or is required to return or repay any amounts to any Laboratory Payor as a result of a determination that a Laboratory Service ordered by Provider was not medically necessary or because of Provider's failure to provide information required under this Agreement, in which case Provider shall be financially responsible for the amounts Mercy would have otherwise received for such Laboratory Services;
 - c. Patients of Provider with no insurance coverage for Laboratory Services; and
 - d. Any other patients of Provider for whom Provider has requested in writing that Mercy bill Provider or for whom Provider otherwise has financial responsibility pursuant to the terms of this Agreement.

Provider shall be responsible to reimburse Mercy in accordance with the Laboratory Services Fee Schedule. Provider shall pay the amount reflected on the invoice within thirty (30) days of receipt. Late payments by Provider shall result in a late payment charge of one and one-half percent (1.5%) per month or the maximum interest rate permitted by law. Mercy acknowledges that Mercy shall not bill and/or collect, or seek to bill and/or collect from anyone other than Provider, any fees for any Laboratory Services for which Provider has financial responsibility pursuant to this Exhibit C.

COUNCIL BILL NO. 20-50

ORDINANCE NO. _____

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

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

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

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

PASSED AND APPROVED THIS _____ DAY OF NOVEMBER, 2020.

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

Sponsored by: Budget Committee

CONTRACT

THIS AGREEMENT entered in to this _____ day of _____, 20____, by and between the **City of Carthage, Missouri**, hereinafter referred to as "Government" and the **Carthage Humane Society**, a corporation organized under the laws of the State of Missouri, hereinafter referred to as "CHS."

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. In consideration of the services to be rendered hereunder to the Government, Government

agrees to pay CHS the yearly sum of Thirty-six thousand and 00/100 (\$36,000.00), appropriated by the annual budget of the Government, which shall be paid in monthly payments of Three thousand dollars per month, during the time that this agreement is in force and effect.

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

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

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

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

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

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

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

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

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

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

Signed this _____ day of _____ 20____.

By: _____

Government Signature

Government Printed Name

ATTEST:

Traci Cox, City Clerk

By: _____

Carthage Humane Society (CHS) Signature

Carthage Humane Society (CHS) Printed
Name

CONTRACT FOR SERVICES
BY AND BETWEEN
THE CARTHAGE HUMANE SOCIETY
AND THE CITY OF CARTHAGE, MISSOURI
A MUNICIPAL CORPORATION

THIS AGREEMENT made and entered into this _____ day of _____, 2016, by and between the Carthage Humane Society, hereinafter referred to as "Society", and the City of Carthage, a Municipal Corporation, hereinafter referred to as "City".

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

WHEREAS, the City in enforcement of its ordinances with respect to animal control in the City of Carthage, from time to time picks up animals which must be sheltered, fed and disposed of; and

WHEREAS, the Society and City desire to enter into an agreement of mutual benefit

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

1. Society agrees to receive at its shelter, all live or dead dogs, cats or other small animals delivered to and by any employee of the City of Carthage, from and after the effective date of this Contract, and to shelter, feed, care for, and dispose of said animals as in this contract provided.
2. The City agrees to make reasonable efforts to communicate and coordinate with the Society, events involving the delivery of a large number of animals to the shelter so that the Society can prepare for housing to handle said animals. The City (except in the event of an emergency) will attempt to notify the Society at least 48 hours, but preferably 72 hours in advance of such events.
3. The Society shall keep and maintain its shelters in a clean and sanitary condition at all times. It shall properly care for and protect and harbor all animals delivered to it as herein provided in a humane and decent manner. All animals delivered to the shelter of the Society by the City shall be kept for the period of time provided for in the Ordinances of the City of Carthage, and in accordance with policies set by the Society.

4. Animals confined by the City for rabies observation at a veterinary hospital and subsequently transferred to the shelter of the Society shall be kept for a period of time as determined by the Society, but not less than seven (7) days. Said rabies suspect animal shall be released only after payment of veterinary confinement fees at the office of the City Clerk. Said rabies suspect animals shall not be adopted out by the Society unless the person adopting the animal shall have paid the veterinary confinement fees to the City Clerk and presented a receipt of same.
5. The Society and the City shall make every reasonable effort to determine the ownership of all animals delivered to the shelter under the terms hereof and shall further make every reasonable effort to inform the owner of said animals by phone of the fact that their animals are in custody and of the conditions necessary to be met to gain the release of said animals.
6. The Society shall keep a daily log, on forms furnished by the City, of all animals delivered to and by the City under the terms of this Contract. Each animal delivered by the City shall be identified on said log by descriptive means and the disposition of such animal shall be recorded so that at all times the party shall have a record of animals received and disposition thereof, including information as to the owners of the animal, or person adopting said animal. Said log shall be open to the inspection by the City at all reasonable times. As a result, the Society agrees to provide to the City regular reports regarding the operation of its program during the term of this Agreement. These reports will include, but not be limited to, information concerning the Society's overall goals & objectives, program activities and results.
7. Written quarterly financial statements will be presented to the City Council by the second meeting of the month.
8. The term of this agreement shall begin July 1, 2020 and shall continue for a period of one (1) year and terminate June 30, 2021. This agreement may be terminated by either party on thirty (30) days written notice. This agreement shall be binding upon the parties hereto, and their successors.
9. In consideration of the services to be rendered hereunder to the City, the City agrees to pay to the Society the sum of thirty-three thousand dollars, (\$33,000) appropriated by the annual budget of the City, which shall be paid in monthly installments of two thousand

seven hundred and fifty dollars and no cents (\$2,750) at the end of each month, during the time that this agreement is in force and effect.

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

CITY OF CARTHAGE

Dan Rife, Mayor

ATTEST:

Traci Cox, City Clerk

CARTHAGE HUMANE SOCIETY

PRESIDENT

***MAYOR'S
APPOINTMENTS***

Mayor's Appointments

October 2020

***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>
Alan Snow	793-7234	1110 Euclid Blvd	10/27/2020	Oct-25

RESOLUTIONS

***MINUTES
STANDING
COMMITTEES***

BUDGET WAYS & MEANS COMMITTEE
MONDAY, OCTOBER 13, 2020 5:30 P.M.
CITY HALL COUNCIL CHAMBERS

MEMBERS PRESENT: Alan Snow, Juan Topete and Ed Barlow. Ray West was absent.

OTHERS PRESENT: City Administrator Tom Short, City Clerk Traci Cox, Council Members Craig Diggs and Ceri Otero, Fire Chief Roger Williams, and citizen Abi Almandinger.

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

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

OLD BUSINESS:

1. Consideration and approval of minutes from previous meeting.

Mr. Topete made a motion to approve the minutes of the September 14 Budget meeting. Motion carried 3-0.

2. Consider and discuss the imposition of a use tax for general revenue purposes by the qualified voters of the City for their approval at a future election to be determined. *"This item was requested to be considered again at this month's meeting. The Chairman and Committee requested discussion of this item at the last Committee (Sept. 14, 2020) meeting. The City has been discussing a Use Tax, in earnest, since 2012 when the "Street Decision" by the Missouri Supreme court created a loophole in the Missouri Sales Tax laws allowing vehicles purchased out of state or from an individual to be exempted from the local Sales Tax. For a short period, Missouri cities that did not have a local Use Tax in place, lost the tax revenues they once had from vehicle sales. In 2013 the City attempted to pass an issue involving the vehicle titling portion and the retail portion of this issue. It was defeated by a 13.8% or 33 vote margin. In August 2017, the City placed on the ballot just the titling (portion) of motor vehicles, trailers, boats and outboard motors that were purchased from a source other than a licensed Missouri dealer of this tax. Voters passed this tax by a margin of 69% for and 31% against. This progression was also roughly experienced by the Cities of Joplin, Carl Junction, Airport Drive and Alba. As Carthage's percentage of General Fund's Sales Tax is about 27% of revenues, and as sales from e-commerce continue to grow (especially with the COVID Pandemic), there is a concern of being able to maintain operational service levels in the General Fund, as well as leveling the playing field for brick and mortar businesses. The Budget Committee had previously discussed the possibility of calling for an August 07, 2018 election considering, among other things, what the City of Joplin would be doing. Included are a couple of Joplin Globe articles from back then regarding Joplin's discussions and the Committee's support for an*

August election, which ultimately was defeated. Since then, Joplin changed their position and have put a ½ percent General Sales Tax issue for vote on the November 2019 election. The tax would be dedicated to resolving the issues Joplin has been having with its Police & Firemen's Pension Fund and change out to a LAGERS system for new employees. This issue did pass. Additionally, the City of Carl Junction has attempted three times, and failed, to get this item (Use Tax) passed. They too are now looking at a November 2020 issue of a Public Safety tax of ½%. Included is information regarding Use Taxes for background that was included in previous packets plus additional information."

Mr. Snow reviewed the election calendar and potential dates for placing the use tax issue on a ballot. It was determined to place the issue on the August 3, 2021 ballot. Discussions will continue at the next meeting to narrow down the focus for explaining the necessity of the tax.

NEW BUSINESS

1. **Consider and discuss a Resolution Amending the 2020 – 2021 Annual Operating and Capital Budget for the City of Carthage.** *"The Parks & Rec. Department had been approved for a 100% grant from the Department of Natural Resources in late August 2020. Due to timing, it did not make its way into the fiscal 21 budget. Additionally, in applying for the non-matching grant, DNR did not disclose the specifics on how the grant would work. Therefore, we are requesting an adjustment for the grant. This is a 100% reimbursable grant for \$24,000 from the Waste Management Program through the DNR for picnic tables and items all made of recyclable tires. The City has to purchase the products up front, and they (MDNR) confirm and reimburse the city. The grant budget and project period is from 09/20 through 12/2. Staff's intent is to purchase applicable items a.s.a.p. The resolution will set the account up to spend the money upfront and then be reimburses for it by the DNR. These would basically be pass-through funds."*

Mr. Short explained the DNR grant is 100% reimbursable, but the funds must be expended in advance of reimbursement. Mr. Topete moved to forward the Resolution to Council for approval. Motion carried 3-0.

2. **Consider and discuss agreement between the City of Carthage, Missouri and the Carthage Humane Society.** *"The Humane Society has sent correspondence (attached) to the City regarding the current contract with the City. The original submitted contract for \$36,000 was inadvertently signed instead of the amended \$33,000 amount as approved by the Council. This contract was also signed by the Carthage Humane Society (attached). The following is from the minutes of the City Council meeting (June 23, 2020) approving the contract: C.B. 20-29 - An*

Ordinance authorizing the Mayor to execute an Agreement between the City of Carthage and the Carthage Humane Society for animal control services for the City of Carthage was placed on second reading. Mr. Snow made a motion, seconded by Mr. Armstrong, to amend the contract from \$36,000 to \$33,000. Motion carried by a vote of 6-4 with Daugherty, Otero, Thompson and West casting the Nay votes. C.B. 20-29 as amended was adopted by a roll call vote of 9 yeas and 1 nay. Ayes: Armstrong, Barlow, Daugherty, Diggs, Harrison, Otero, Snow, Thompson, and Topete. Nay: West. The council bill was approved and numbered 20-26. A situation developed in late September when the new Humane Society Board president stated she had not seen a contract. She stated in an email to the City's liaison, "We never received a copy of our agreement with the city for this year's budget. I'm not sure if Robin [the Board President at the time] signed it or not, but the board did not approve it yet, so we need a copy please so I can present it to the board." This is where it was discovered that the appropriate contract with the amended amount had not been signed. Consequently, the new Humane Society Board assumed that they would receive the yearly amount of \$36,000. The City Attorney advised that as the Council did not authorize the contract at \$36,000 but approved the \$33,000 amount, the contract (as signed) was invalid. The City is meeting with the Humane Society to iron out the issue. We hope to have an arrangement for the Committee's consideration."

Mr. Short explained the contract for \$36,000 was signed inadvertently. Since the Council had approved a contract for \$33,000, the signed contract is invalid. The Humane Society is currently operating under the previous contract of \$33,000. Mr. Barlow moved to forward a Resolution amending the contract to \$36,000 to Council for approval. Motion carried 3-0.

3. Staff Reports.

- a. **Sales Tax Report;** included is the Sales Tax Report for October 2020. The report indicates that the positive trend we had seen is continuing. October's receipts for the 1% General Fund was up 12% from last year.
- b. As discussed previously, due to timing, internal software limitations and budget approval constraints, we did not have the detailed reports for the **unaudited budget** monthly budget reports. Since then, the budget for fiscal 2020 has been uploaded. Attached is September's **Summary Unaudited Revenue & Expenditure Report**. There are no big red flags. Revenues are at or above the 25% level for revenues or below the 25% level for expenditures.
- c. **McGrath Compensation Study;** as of the writing of this memo, Staff was in the process of finalizing the particulars for the implementation of the salary changes effective for the September 24, 2020 payroll pursuant to the study.
- d. In addition to reviewing the City **utilization figures**, staff met with Beimdick Insurance Agency (BIA) about our **Health Insurance** policy renewal. We talked about an Anthem renewal, an Anthem "Get Strong" program inclusion, and an Anthem Nicotine Cessation program inclusion

as part of the renewal. BIA was asked to go back to the carrier and negotiate further regarding possible changes to the pharmacy program and other possible changes to minimize any rate change to premiums. They have been able to negotiate with Anthem and get slightly more than 2% off the renewal rates by changing to the Essential prescription drug listing. This change would bring the overall renewal increase to 1.33%.

Mr. Short reviewed sales tax revenues which continue to show an increase. Financials were reviewed with no problems noted. Salary changes resulting from the McGrath Compensation Study have been implemented. Staff has reviewed health insurance proposals, including a High Deductible Health Plan (HDHP), and are recommending staying with the current plan with a 1.33% increase. The 2021 Budget included a 10% increase in health insurance premiums. Employee health insurance renewals will be presented to the Insurance, Audit and Claims Committee.

4. **Other Business.** None.

ADJOURNMENT: The meeting adjourned at 6:32 P.M. on motion by Mr. Topete.

Respectfully submitted,
Traci Cox

City of Carthage



Public Safety Committee – Minutes

Meeting Date: October 19, 2020

Meeting Location: Zoom meeting

Call to Order: Chairman Harrison

Time Called to Order: 5:30pm

Attendance:

Chairman Harrison, Councilman Barlow, Councilman Thompson, Councilman Snow, Chief Dagnan, Morgan Housh, Tom Short, Craig Diggs, Ceri Otero, Abi Almandinger, Ryan Huntley

OLD BUSINESS

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

CITIZEN PARTICIPATION

1. Mark Spenaugle did not attend this meeting. Chairman Harrison requested to add the Christmas Parade to the November Public Safety agenda.
2. Abi Almandinger spoke with the committee on the Christmas light tunnel that will be placed on the south side of the Square next to Soriano's office on the mall sidewalk. The tunnel would be made of 54 feet long PVC pipe and attached down with floor plates with Christmas lights wrapped on the PVC. The tunnel would be during the Christmas season, starting the week after Thanksgiving thru January 1, 2021. Councilman Snow made a motion to allow Vision Carthage to put up the light tunnel from the weekend after Thanksgiving thru January 1, 2021. Motion passed.

NEW BUSINESS

1. Chief Dagnan spoke on behalf of Kip Smith on the road closure. Kip is requesting a road closure on 2nd Street between Grant and Howard from Friday, October 30th at 5:30pm until Saturday, October 31st to 5:30pm for the purpose of the public auction. Friday night will be used to move items out onto the street. The items will be attended by Kip Smith's employees through the night and the auction will commence at 10:00am Saturday morning. Councilman Snow made a motion to allow the road closure of 2nd Street between Grant and Howard on October 30th thru October 31st for 24 hours 5:30pm to 5:30pm. Motion passed.
2. Staff reports
 - a. Fire Department
 - Deputy Chief Huntley attended for Chief Williams. He informed the committee that Chief Williams was currently in Louisiana doing the final inspection on the new engine.

*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.*

b. Police Department

- Chief Dagnan informed that there were no issues with the mini Maple Leaf parade on Saturday.
- Chief Dagnan received a letter from a citizen concerned about the skunks in the City. Chief read the letter to the committee. The citizen is concerned with the number of skunks that are in the area of the Square and with some of them being out during the daytime. The concerned citizen is requesting that the City think about having a company come in twice a year to help get rid of the animals before it becomes a health issue. Chief Dagnan informed the committee that the City of Carthage has a current City Policy that they do not trap wild animals. The committee spoke briefly of the issue and determined that no motion will be taken.

Councilman Snow would like to revisit and have animal license/fines for the animals at large. He would like it added to the next Public Safety meeting. He would also like the 1-way drive, parent pick up/drop off, on the back of the Jr. High (River and Centennial) to be discussed next meeting. The parents are parking along both side of Centennial as well and the kids are walking in the middle of the street and darting in and out of cars making it very unsafe.

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

Next Meeting Date: November 16, 2020

Next Meeting Location: TBD

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

PUBLIC SERVICES COMMITTEE

October 20, 2020
Zoom Meeting
5:30 pm

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

Members Absent;

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

Non-Members Present: Craig Diggs

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

Old Business:

1. Consider and approve minutes from the previous meeting.
Mr. Daugherty made a motion to approve the minutes from the previous meeting. Motion carried.

NEW BUSINESS:

No new business to present.

STAFF REPORTS

Parks and Recreation Director- Mark Peterson

DNR Grant- Parks Department turned in the Missouri Scrap Tire Grant and was award \$24,000. The products include benches, tables, playground surface materials, and possibly other products to help improve our public parks. A budget adjustment was made to buy the product. The process is being delayed to see about receiving advice from the master plan consultants.

Tree Board- Tree board is currently trying to fill some vacant spots. An application is posted on the Carthage website to apply. Several applications have been received and will be reviewed at the next Tree Board meeting. They just completed a mulching project out at Kellogg Lake. Parks Department has asked them to take an active role in helping move into the Tree Inventory and Tree Maintenance Capital project coming up.

The Tree Board is also looking to update 21-278 of the City Code by removing the specific listings of approved and unapproved trees. Tree Board would maintain the approved tree list through listing on the state website and city website in the future.

Park Master Plan- Mark Peterson visited with Dick Horton multiple times to work on the Master Plan's first steps. They are creating a contact list of key stakeholders for the upcoming meetings. A range of days is being set to host Zoom meetings and in-person meetings to develop some of the data needed to form the survey work. Part of Dick Horton's consultant team, is Land3 Studio, and they work with the Athletic fields, playgrounds, and trail connection analysis for survey work. Mr. Peterson and Land3 studio are going to visit together in conjunction with the R9 representatives. Mr. Peterson is putting together a Steering Committee. The committee will be made up of five to seven people. Several meetings are going to be held to bounce around several ideas and thoughts with the committee.

Capital Projects- Mr. Peterson has spoken with Jon Skinner from the Missouri Conservation Department to develop the scope of services and maintenance work. We are putting together Bid packages that will include both inventory and maintenance work. Parks Department has ordered new trucks, and they are on their way. We have a ¾ ton with trailer brakes, which was ordered through state contract pricing, and we have a ½ ton with a lift gate, which was also ordered through state contract pricing. The golf course is upgrading some of their essential equipment, which will involve several trades of current equipment. The Golf Cart bid package for 50 carts with 50 trades will be going out soon. The Bunker Renovation will begin quickly. We are looking at larger bulk sand pricing and a few more items to start the work.

Maple Leaf- Last Saturday at Kellogg Lake, the Maple Leaf Car Show had a great turn out. Three hundred sixteen cars entered the show. Vendors were pleased with their sales. Central Park attracted a large group with the Tractor Show and other activities.

Walnut Bottoms- We are experiencing some issues with gates at Walnut Bottoms. Someone is locking a gate that typically would be open. They're using their own locks. We are trying to determine who is responsible and why they are doing this. More information to come.

Carter Park- Demo projects will start up soon, and the old bathrooms are first on the list.

Municipal Park- Demo projects will also start up at Municipal with the rock shelter located in the middle of the park across from the fairgrounds. The Beyond Baseball group has delayed the negotiations related to COVID. We are still waiting for the financial proposal.

Central Park- The flowerbeds are having a little overhaul. We are hoping to get this done within 2-3 weeks. The Roundabout has overhaul as well. There is a homeless situation happening in Central Park. Carthage Police Department has been involved with the problem. We are coming up with some solutions.

Griggs Park- The Pickleball Courts are completed. We will be having our grand opening on Thursday, October 22, at 10 am in conjunction with the Community Gardens. We are using this publicity opportunity to inform the public about the courts' availability and discuss our partnership with HERE4Carthage. HERE4Carthage has plans to provide additional playground equipment in the near future. We are trying to coordinate that with the Master Plan.

Freer- Dirt work and grass are going to be completed this week.

Fair Acres- Staff at Fair Acres is moving all the outdoor fitness equipment, which will be completed in the upcoming weeks. Several trees have been planted that will provide shade down the road.

Golf Course/Driving Range- September numbers at the Golf Course were up significantly. Rounds and revenue are both up. During the first quarter, revenue has increased by 17% from last year. We hope to continue to see the increase in numbers and players. We have two more tournaments that will complete our event season. There has been a significant spike in the event request for 2021. The driving range building is 3rd on the demo list.

COVID- An employee at the Civil War Museum tested positive yesterday. Park's staff is currently safe. The CARES application for COVID cost recovery that was approved for \$20,211.46 for the Parks Department.

Staff- Key Personnel are doing a great job. We have revamped several responsibilities in our realignment process over the last year. Several of our employees, Brian Bradley, Aaron Borland, Melanie Blizzard, Tyler Markham, and Kailey Williams, have all stepped up to handle the realignment, new responsibilities, and expectations. I am very proud of our staff and the work they do.

Other Business- Discussion was held about the unauthorized Truck Show that took place at Kellogg Lake on September 26, 2020. There will be more information presented as we determine more details.

Meeting adjourned at 6:35 pm.

***MINUTES
SPECIAL
COMMITTEES
AND BOARDS***

APPROVED

The Carthage Public Library Board of Trustees met Tuesday, September 8, 2020 in the Carthage Public Library Board Room using appropriate social distancing protocol and COVID-19 precautionary measures. The meeting was called to order at 5:21 pm by Peggy Ralston, President.

Roll Call

Board Members present were: Gary Cole, Peggy Ralston, Kevin Johnson, Eric Putnam and Sandy Swingle. Also present was Library Director Julie Yockey. Board members Donna Maggard Thomason, Miriam Putnam, Carrie Campbell and Justin Baucom were absent.

Minutes of Last Meeting

There were no changes to the minutes of the last regular meeting of August 11, 2020. A motion to approve the minutes was made by Gary Cole and seconded by Sandy Swingle. Motion passed unanimously.

Financial Report

Attached.

- Final, fiscal year-end June 2020 financials were presented. Eric Putnam moved to amend the fiscal 2019-2020 budget to align with the June 2020 financials. Kevin Johnson seconded. Motion passed unanimously.

- July 2020 financials with coding corrections identified during the August meeting, were presented. Gary Cole moved to approve. Sandy Swingle seconded. Motion passed unanimously.

- August 2020 financials were presented. Discussion included: (1) Steadley Family Legacy Center building has been inspected by the City and is ready to be certified for occupancy. Only one change order occurred during the project - \$16.4K for dirt work and a drop ceiling. Two final payments to Dalton-Killinger were presented. Sandy Swingle move to authorize payment. Gary Cole seconded. Motion passed unanimously. (2) Parks and Storm Water revenue was ~\$52K. (3) No libraries have requested compensation for materials lost or damaged during the recent fire suppression system disaster. Eric Putnam moved to approve the August financial report. Gary Cole seconded. Motion pass unanimously.

Director's Progress and Service Report

Attached. Discussion included: (1) The Missouri state library director's newsletter published Julie's article about the fire suppression system disaster.

Youth Services Progress and Services Report

No report.

President's Message

No report.

Council Liaison's Report

No report.

Committee Reports

Building Committee – Gary Cole reported: (1) an update on the Steadley Family Legacy Center building was given during the financial report. The general contractor brought up they need a larger concrete pad at the back entrance of the MP building and the sidewalk along the eastern portion of the property along Fulton

The Carthage Public Library Board of Trustees Meeting Minutes – September 2020

street, is in need of repair. The City has a fund to assist with sidewalk maintenance costs. Gary will get a quote for consideration. (2) Roofing issues continue. The roof was water tested and they found a leak at the northeast corner. The covering on the parapet was removed 15-16 feet in each direction, repairs made and the parapet replaced but the roof leaked again. It could possibly be the roof drain. Next step is to cut the insulation off the drain pipes to inspect. Gary postponed interior repairs (again) since the roof is still leaking.

Budget Committee – No report.

Community Relations – No report.

By-Laws – No report.

Library Gardens –The Tim Geisert memorial bench has been placed in its new location. Next, they will (re)plant a tree. (2) Pipes on downspouts on the Steadley Family Legacy Center building will be installed after the landscaping is complete.

ADA Compliance – No report.

Communications – No report.

Unfinished Business

No report.

New Business

No report.

Payment of Bills

Peggy Ralston said she had reviewed the bills and they could be paid. Eric Putnam made a motion to pay the bills. Sandy Swingle seconded. Motion passed unanimously.

Other New Business

No report.

Adjournment

Gary Cole made a motion to adjourn. Eric Putnam seconded. Motion passed unanimously. Meeting was adjourned at 6:11 pm.

Respectfully submitted,



Kevin Johnson

Secretary-Treasurer

CWEP BOARD MEETING MINUTES

October 15, 2020

The Carthage Water & Electric Plant Board met in regular session October 15, 2020, 4:00 p.m. at the CWEP Office, 627 W Centennial, Carthage, MO.

Board:

☒ G. Stephen Beimdiek- President
☒ Danny Lambeth -Vice President
☐ Ron Ross -Secretary
☒ Alan Snow -Liaison

☒ Brian Schmidt - Member
☒ Pat Goff – Member
☒ Neel Baucom - Member

Staff:

☒ Chuck Bryant-General Manager
☒ Cassandra Ludwig-General Counsel
☒ Jason Peterson-Director IT & Broadband
☐ Megan Stump- Executive Assistant
☒ Megan Milliken-Customer Relations Mgr.

☒ Jason Choate-Director of Water Services
☐ Kelli Nugent/CFO
☒ Kevin Emery-Director of Power Services
☒ Stephanie Howard-Director of Business & ED

Board Member Baucom called the meeting to order at 4:00 p.m.

ADDITIONS/CHANGES TO THE AGENDA: None.

APPROVAL OF MINUTES:

A motion by Goff and seconded by Schmidt to approve the minutes of the regular meeting of August 19,2020 as presented passed unanimously.

APPROVAL OF DISBURSEMENTS:

A motion by Schmidt and seconded by Beimdiek to approve disbursements for August in the amount of \$5,382,693.36 passed unanimously.

A motion by Goff and seconded by Lambeth to approve disbursements for September in the amount of \$3,389,281.68 passed unanimously.

FINANCIAL STATEMENT:

GM Bryant presented the financials for August noting that the revenues continued to be strong despite the cooler temperatures the latter part of August. Expenses were lower than budget, although purchased power was over budget by approximately \$105,000. She noted that power and water loss percentages for the month were -1.09% and 6.49%, respectively.

A motion by Beimdiek and seconded by Goff to approve August financials passed unanimously.

GM Bryant presented the financials for September noting that overall, September was a good month for all departments. Revenues again remain strong for the month and for the year to date. Operating expenses for the month were lower than budget and prior year, largely due to the annual cost true-up from Sikeston on the power contract. She noted that power and water loss percentages came in at -14.89% and -2.36%, respectively.

A motion by Schmidt and seconded by Beimdiek to approve September financials passed unanimously.

COMMITTEE REPORTS: None.

CITIZEN'S PARTICIPATION PERIOD: None.

OLD BUSINESS: None.

NEW BUSINESS:

RECOMMENDATION FOR THE PURCHASE OF 2 HALF-TON CREW CAB PICKUPS

General Manager Bryant noted a request to proceed with the purchase of two 2021 half-ton 4x4 crew cab pickup trucks was made. These vehicles meet CWEP's required specifications and will be purchased from Putnam Chevrolet under the MoDOT State Contract. The amount for each truck will be \$26,767.00. GM Bryant recommends awarding the purchase of these two trucks to Putnam Chevrolet for a total amount of \$59,534.00.

A motion by Beimdiek and seconded by Goff to award the purchase of these two trucks to Putnam Chevrolet for a total amount of \$59,534.00, passed unanimously.

RECOMMENDATION OF THE CURED-IN-PLACE-MANHOLE (CIPM) LINER PROJECT (VISU-SEWER)

General Manager Bryant announced in reference to the manhole repair and rehabilitation contract that CWEP has with Visu-Sewer of Missouri, a proposal to install Cured-In-Place-Manhole (CIPM) liners has been submitted for this rehabilitation project. The amount for the project is \$433,119.30 and includes labor, material, and equipment.

A motion by Goff and seconded by Beimdiek to proceed with this Cured-In-Place-Manhole project, passed unanimously.

RECOMMENDATION FOR THE PURCHASE OF CWEP NETWORK SWITCHES

General Manager Bryant reported an approval request to proceed with purchasing five network switches that will include all correlating software, licensing, and support which will be used for the CWEP network was submitted. This purchase is offered under a cooperative contract that will not require a formal bidding process and still provides competitive pricing. The amount of this purchase will be \$42,987.86, from BlueAlly.

GM Bryant recommends proceeding with the purchase from BlueAlly in the amount of \$42,987.86.

A motion by Beimdiek and seconded by Schmidt to proceed with purchasing five network switches from BlueAlly, passed unanimously.

CONSIDERATION FOR CWEP UNDERGROUND FIBER CONTRACTORS

General Manager Bryant noted CWEP received six proposals from established contracting firms for the CWEP underground fiber construction services project. After a thorough assessment, it was determined that Lan-Tel Communications Services, Inc. provided the lowest proposal and demonstrated strong qualifications within their proposal and are prepared to begin immediately.

The CWEP fiber team and Communications Department would like to designate Lan-Tel as the initial primary contractor for the fiber construction services project and to receive all the work if timelines and quality services are met. It is also recommended that L&B Services, Gaebe Contracting, Ewing Signal Construction, and Pomeroy Services be awarded designation as additional pre-approved contractors if the CWEP Communications Department deems it necessary to supplement or replace the primary contractor.

A motion by Schmidt and seconded by Goff to award Lan-Tel as the primary contractor and L&B services, Gaebe Contracting, Ewing Signal Construction, and Pomeroy Services as supplemental contractors, passed unanimously.

CONSIDERATION OF CHANGES FOR THE TOBACCO AND NICOTINE-FREE POLICY AND THE BENEFITS, HEALTH AND DISABILITY POLICY

General Manager Bryant presented the Tobacco and Nicotine-Free policy and the Benefits, Health and Disability Policy to the board. He explained the revisions made of the two policies.

A motion by Lambeth and seconded by Beimdiek to accept the changes made to the Tobacco and Nicotine-Free policy and the Benefits, Health and Disability policy, passed unanimously.

CONSIDERATION OF HEALTH INSURANCE PROPOSAL

General Counsel Ludwig reviewed the proposal from Cox Health Insurance for renewing the existing plan as is with no change in coverage and 0% increase in premium. Tobacco policies will also stay the same, tobacco users will pay 25% of the cost of their premiums. Ludwig noted majority of plans are seeing an increase and CWEP is lucky to not be seeing an increase.

A motion by Schmidt and seconded by Goff to accept the Cox Partners 80 Plan, with no change in coverage and 0% increase in premium, passed unanimously. Beimdiek was present in the meeting but abstained from voting.

CONSIDERATION OF AN ENERGY MANAGER SERVICES AGREEMENT WITH TYR ENERGY

General Manager Bryant presented the Addendum NO. 1 to Master Power Purchase and Sale agreement by and between Carthage Water and Electric Plant and Tyr Energy, LLC to the Board.

A motion by Lambeth and seconded by Beimdiek to accept the Energy Management Services Agreement with Tyr Energy, passed unanimously.

STAFF REPORTS:

General Manager Bryant gave a COVID update to the board and commended managers and staff for doing a good job at isolation the transmission of COVID among employees. GM Bryant noted construction on the complex and is moving along quickly. He reported Andrew Moore is leaving CWEP for Liberty Utilities, so a new Fiber Technician will be in need. GM Bryant noted a new Customer Service Representative will be starting on Monday and a new Accountant will also be started next week. GM Bryant announced he attended his first APPA board meeting in a virtual setting, he is excited to bring some HR opportunities to CWEP from that setting.

Director IT and Broadband Services Peterson announced AMI is underway, Elvis has been working hard to continue moving forward with that project. He reported staff is working to deploy the mesh network, getting equipment in this year so CWEP can deploy the first test area. He noted Fiber crews are ready to add more customers as they are allowed.

Director of Business & ED Howard reported a New boot manufacturer is moving into the old Justin Boot Building.

Director of Power Service Emery reported Davy Resource Group is back to full capacity after sending some staff to help at another work site. End of December is when they are expected to complete their work.

BOARD MEMBER COMMENTS:

At 4:55 p.m. the meeting adjourned.

President – Steve Beimdiek

Secretary – Ron Ross

***AGENDAS
STANDING
COMMITTEES***

City of Carthage



NOTICE OF MEETING

Public Safety Committee – Agenda

Monday October 19, 2020
5:30 p.m.
Zoom meeting

TENTATIVE AGENDA

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting.

CITIZEN PARTICIPATION

1. Christmas Parade – Mark Spengler
2. Christmas Tunnel – Abi Almandinger

NEW BUSINESS.

1. Road closures for public auction
2. Staff reports
 - Fire Department
 - Police Department

ADJOURNMENT

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

POSTED: _____

BY: _____

**-NOTICE OF MEETING-
PUBLIC SERVICES COMMITTEE
TUESDAY OCTOBER, 20TH, 2020
5:30 P.M.
BY VIDEO CONFERENCE**

AGENDA

In response to the Coronavirus pandemic and under the Declaration of Emergency within the City of Carthage, this meeting will be held by on-line video conference. If you would like to listen to the meeting, access information is provided below. For questions, contact Kailey Williams Parks & Recreation Department (417) 237-7035 or k.williams@carthagemo.gov. If you would like to listen to the meeting, please call by telephone at #346-248-7799. You will have to enter the ID# 846 0150 8053 with a password of 589958. This will allow you to listen to the meeting.

Old Business

1. Consider and approve minutes from the previous meeting.

Citizens Participation (Citizens wishing to address the Council or Committee should notify the City in advance and provide the item they want to address in written format at least 24 hours before the meeting through this FORM. Residents who do not have internet service may call the Clerk's office at 417-237-7000.)

New Business

Staff Reports

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
BEFORE MEETING.**

Posted: _____

By: _____

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

October 27, 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 Employee Health Insurance Renewals.
2. Consider and Discuss Recommendations from Salary Study Committee.
3. Consider and Discuss Contract with Mercy Health for employee Covid-19 testing.
4. Staff Reports

Adjournment

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

Posted _____

***AGENDAS
SPECIAL
COMMITTEES
AND BOARDS***

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Darieux K. Adams
Western District Commissioner

JASPER COUNTY COMMISSION



302 S. Main ST
Carthage, MO 64836

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

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

COMMISSION AGENDA

OCTOBER 20, 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
 - **Camfil/Red Bud Air Filter Sales-Tim Denniston**
5. REPORTS AND COMMUNICATIONS
6. ELECTED OFFICIALS/CITIZENS REQUESTS
7. COMMISSIONER'S REPORTS
8. UNFINISHED BUSINESS
9. NEW BUSINESS
 - **Approve CARES Act Grant Applications**
 - **Approve Emergency Purchases for the Jasper County Clerk**
 - **Award Bid for the Inmate Telephone Service for the Jasper County Sheriff**
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 OCTOBER 16, 2020 AT 4:00 P.M.

(RSMO 610.020)

CITY OF CARTHAGE

Planning, Zoning, and Historic
Preservation Commission

AGENDA

Date of Meeting: 11/2/2020

Place: City Hall Chambers
326 Grant St.

Time: 5:30 pm



To Consider the following items:

1. Requested by:

Request type:

Project Location:

Reason for Hearing:

NOTICE:
DUE TO LACK OF BUSINESS
MEETING IS CANCELLED

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	Vacant	Vacant	Vacant
	Member	Vacant	Vacant	Vacant
	Member	Jim Swatsenbarg	601 Howard	417-358-1690

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

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

**Carthage Public Library
Balance Sheet - Cash basis
September 30, 2020**

Assets

Current Assets

Cash in bank - treasurer's cash	\$ 771,373.81
Cash in bank - Simmons Bank	1,059.44
Cash in bank - Community National Bank	1,707.65
Cash in bank - Guaranty Bank	2,800.67
Cash on hand - circulation desk	100.00
Cash on hand - Internet desk	40.00
Petty cash	120.00
MOSIP Investment	<u>669,448.33</u>
Total Current Assets	<u><u>1,446,649.90</u></u>

Total Assets

\$ 1,446,649.90

Liabilities and Net Assets

Current Liabilities

Insurance proceeds payable	\$ 292,042.27
Note payable - Multi purpose building	<u>171,000.00</u>
Total Current Liabilities	<u><u>463,042.27</u></u>

Total Liabilities

463,042.27

Net Assets

Unrestricted Net Assets	718,013.16
Temporarily Restricted Net Assets:	
Boylan Grant	6,252.67
Carthage Community Foundation	5,000.00
CPL Collection Development Grant	(5,000.00)
CPL Development Foundation	10,451.55
Debbie Putnam - Ebooks	26,639.74
Library Gardens	3,878.47
Spotlight on Literacy (RTR) Grant - MOSL 2020	5,246.35
Spotlight on Literacy (RTR) Grant - Local 2020	5,564.13
Spotlight on Literacy - MOSL -2020	(4,206.00)
Spotlight on Literacy Grant - Local - 2020	20,908.70
Steadley Trust	926.16
Summer Reading Program-Local Funds 02/2020-08/2020	448.67
Summer reading program - MOSL grant	(1,023.00)
Summer Reading Program-MOSL Grant Funds 02/2020-08/2020	1,470.48
Thelma Stanley Foundation Grant	7,012.96
Multi Purpose Building - furnishings and supplies	220,119.58
Multi Purpose Building	(181,117.28)
Operational reserves	195,998.47
Change in net assets	<u>(52,977.18)</u>
Total Net Assets	<u><u>983,607.63</u></u>
Total Liabilities and Net Assets	<u><u>\$ 1,446,649.90</u></u>

See accountant's compilation report.

Carthage Public Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and three months ended September 30, 2020

	<u>2020</u> <u>Month Actual</u>	<u>Monthly</u> <u>Budget</u>	<u>Monthly</u> <u>Variance</u>	<u>2020</u> <u>Year to date</u>	<u>Annual</u> <u>Budget</u>	<u>Annual</u> <u>Variance</u>
Revenue						
Book sale income	\$ 0.00	\$ 250.00	\$ (250.00)	\$ 0.00	\$ 3,000.00	\$ (3,000.00)
Copier income	0.00	583.34	(583.34)	0.00	7,000.00	(7,000.00)
Donations	1,107.09	0.00	1,107.09	3,289.09	0.00	3,289.09
Donations-restricted	20,746.73	291.67	20,455.06	208,005.05	3,500.00	204,505.05
Fax income	0.00	83.34	(83.34)	0.00	1,000.00	(1,000.00)
Fine income	4.80	500.00	(495.20)	43.52	6,000.00	(5,956.48)
Interest income	520.98	833.34	(312.36)	1,134.61	10,000.00	(8,865.39)
Non-resident fee income	140.00	666.67	(526.67)	220.00	8,000.00	(7,780.00)
State aid	0.00	1,000.00	(1,000.00)	0.00	12,000.00	(12,000.00)
Sur tax	0.00	2,471.84	(2,471.84)	0.00	29,662.00	(29,662.00)
Tax income	2,794.62	17,083.34	(14,288.72)	4,310.11	205,000.00	(200,689.89)
Tax income - Park and storm water	51,387.69	38,966.67	12,421.02	142,051.62	467,600.00	(325,548.38)
Miscellaneous income	0.00	500.00	(500.00)	0.00	6,000.00	(6,000.00)
Other income	0.00	0.00	0.00	2.20	0.00	2.20
Total revenue	<u>76,701.91</u>	<u>63,230.21</u>	<u>13,471.70</u>	<u>359,056.20</u>	<u>758,762.00</u>	<u>(399,705.80)</u>

See accountant's compilation report.

Carthage Public Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and three months ended September 30, 2020

	2020 Month Actual	Monthly Budget	Monthly Variance	2020 Year to date	Annual Budget	Annual Variance
Operating Expenses						
Salaries	35,166.54	41,416.66	6,250.12	124,388.46	497,000.00	372,611.54
Lagers	4,870.14	2,000.00	(2,870.14)	6,629.74	24,000.00	17,370.26
Insurance - health	1,041.36	1,250.00	208.64	2,907.36	15,000.00	12,092.64
Payroll taxes - FICA	2,690.82	3,188.50	497.68	9,513.14	38,262.00	28,748.86
Total payroll expenses	43,768.86	47,855.16	4,086.30	143,438.70	574,262.00	430,823.30
Employee goodwill	59.00	250.00	191.00	1,217.07	3,000.00	1,782.93
Advertising	0.00	125.00	125.00	0.00	1,500.00	1,500.00
Audio-visuals	0.00	125.00	125.00	0.00	1,500.00	1,500.00
Books	1,605.15	2,083.33	478.18	6,486.92	25,000.00	18,513.08
Books - children's	6,133.73	1,083.33	(5,050.40)	7,830.04	13,000.00	5,169.96
Contract fees	980.88	3,083.33	2,102.45	15,339.11	37,000.00	21,660.89
Dues and travel	148.19	583.33	435.14	728.29	7,000.00	6,271.71
Ebooks	0.00	291.66	291.66	3,500.00	3,500.00	0.00
Furniture and equipment	0.00	0.00	0.00	1,680.00	0.00	(1,680.00)
Furniture and equipment - multi purpose building	0.00	250.00	250.00	1,825.17	3,000.00	1,174.83
Information technology (IT)	1,961.57	583.33	(1,378.24)	2,021.53	7,000.00	4,978.47
Insurance	0.00	2,500.00	2,500.00	2,748.00	30,000.00	27,252.00
Interest expense	111.69	166.66	54.97	1,201.67	2,000.00	798.33
Legal and professional	0.00	500.00	500.00	0.00	6,000.00	6,000.00
Multi purpose building	96,358.45	15,750.00	(80,608.45)	173,632.71	189,000.00	15,367.29
Periodicals	0.00	375.00	375.00	87.00	4,500.00	4,413.00
Postage	33.59	125.00	91.41	139.02	1,500.00	1,360.98
Programs - adult	0.00	500.00	500.00	803.16	6,000.00	5,196.84
Programs - children	445.74	666.66	220.92	8,205.42	8,000.00	(205.42)
Programs, teens	0.00	166.66	166.66	383.53	2,000.00	1,616.47
Repairs and maintenance	1,905.93	2,916.66	1,010.73	7,902.13	35,000.00	27,097.87
Supplies	1,873.20	2,083.33	210.13	5,353.58	25,000.00	19,646.42
Supplies - multi purpose building	4,914.64	16,666.66	11,752.02	17,485.85	200,000.00	182,514.15
Telephone	404.64	500.00	95.36	1,385.06	6,000.00	4,614.94
Utilities	3,439.41	3,333.33	(106.08)	8,639.42	40,000.00	31,360.58
	120,375.81	54,708.27	(65,667.54)	268,594.68	656,500.00	387,905.32
Total expenses and losses	164,144.67	102,563.43	(61,581.24)	412,033.38	1,230,762.00	818,728.62

See accountant's compilation report.

Carthage Public Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and three months ended September 30, 2020

	2020 Month Actual	Monthly Budget	Monthly Variance	2020 Year to date	Annual Budget	Annual Variance
Increase/(Decrease) in unrestricted net assets before transfers	(87,442.76)	(39,333.22)	(48,109.54)	(52,977.18)	(472,000.00)	419,022.82
Transfers from temporary restricted	103,490.80	39,333.34	64,157.46	210,422.71	472,000.00	(261,577.29)
Transfers to temporary restricted	(20,746.73)	0.00	(20,746.73)	(209,851.95)	0.00	(209,851.95)
Increase/(Decrease) in unrestricted net assets	<u>(4,698.69)</u>	<u>0.12</u>	<u>(4,698.81)</u>	<u>(52,406.42)</u>	<u>0.00</u>	<u>(52,406.42)</u>

See accountant's compilation report.

Carthage Public Library
Statements of Income and Other Changes in Net Assets - Cash basis
For the one month and three months ended September 30, 2020

	2020 Month Actual	Monthly Budget	Monthly Variance	2020 Year to date	Annual Budget	Annual Variance
Changes in temporarily restricted net assets						
Spotlight on Literacy (RTR) Grant - MOSL 2020	0.00			912.98		
Spotlight on Literacy Grant - MOSL - 2020	0.00			1,012.00		
Thelma Stanley Foundation Grant	10,000.00			10,000.00		
Mult Purpose Building - furnishings and supplies	10,746.73			12,593.63		
Mult Purpose Building	0.00			185,333.34		
CPL Development Foundation	0.00			(272.89)		
Debbie Putnam - Ebooks	0.00			(3,500.00)		
Library Gardens	(40.00)			(932.69)		
Spotlight on Literacy (RTR) - MOSL-SLT20-CTHG 06/2020-05/2021	(327.50)			(327.50)		
Spotlight on Literacy Grant-MOSL-SLT20-CAPL 06/2020-05/2021	(1,482.57)			(1,907.57)		
Summer Reading Program-Local Funds 02/2020- 08/2020	0.00			(259.47)		
Summer Reading Program-MOSL Grant Funds 02/2020-08/2020	0.00			(3,454.39)		
Thelma Stanley Foundation Grant	(367.64)			(367.64)		
Multi Purpose Building - furnishings and supplies	(4,914.64)			(20,745.60)		
Multi Purpose Building	(96,358.45)			(172,581.97)		
LSTA-Spotlight on Literacy Grant - MOSL- SLT20CNO-9871	0.00			(6,072.99)		
Increase/(Decrease) in temporarily restricted net assets	<u>(82,744.07)</u>			<u>(570.76)</u>		
Change in net assets	<u>\$ (87,442.76)</u>			<u>\$ (52,977.18)</u>		

See accountant's compilation report.

Carthage Public Library
Gift Account Activity
For the one month and three months ended September 30, 2020

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending balance</u>
Boylan Grant	\$ 6,252.67	\$ 0.00	\$ 0.00	\$ 6,252.67
Carthage Community Foundation	5,000.00	0.00	0.00	5,000.00
CPL Collection Development Grant	(5,000.00)	0.00	0.00	(5,000.00)
CPL Development Foundation	10,451.55	0.00	(272.89)	10,178.66
Debbie Putnam - Ebooks	26,639.74	0.00	(3,500.00)	23,139.74
Library Gardens	3,878.47	0.00	(932.69)	2,945.78
Spotlight on Literacy (RTR) Grant - MOSL 2020	5,246.35	912.98	0.00	6,159.33
Spotlight on Literacy (RTR)-MOSL-SLT-CTHG 06/2020-05/2021	0.00	0.00	(327.50)	(327.50)
Spotlight on Literacy (RTR) Grant - Local 2020	5,564.13	0.00	0.00	5,564.13
Spotlight on Literacy - MOSL -2020	(4,206.00)	1,012.00	0.00	(3,194.00)
Spotlight on Literacy Grant-MOSL-SLT20-CAPL 06/2020-05/2021	0.00	0.00	(1,907.57)	(1,907.57)
Spotlight on Literacy Grant - Local - 2020	20,908.70	0.00	0.00	20,908.70
Steadley Trust	926.16	0.00	0.00	926.16
Summer Reading Program-Local Funds 02/2020- 08/2020	448.67	0.00	(259.47)	189.20
Summer reading program - MOSL grant	(1,023.00)	0.00	0.00	(1,023.00)
Summer Reading Program-MOSL Grant Funds 02/2020-08/2020	1,470.48	0.00	(3,454.39)	(1,983.91)
Thelma Stanley Foundation Grant	7,012.96	10,000.00	(367.64)	16,645.32
Multi Purpose Building - furnishings and supplies	220,119.58	12,593.63	(20,745.60)	211,967.61
Multit Purpose Building	(181,117.28)	185,333.34	(172,581.97)	(168,365.91)
LSTA-Spotlight on Literacy Grant - MOSL- SLT20CNO-9871	0.00	0.00	(6,072.99)	(6,072.99)
Operational reserves	195,998.47	0.00	0.00	195,998.47
Totals	<u>\$ 318,571.65</u>	<u>\$ 209,851.95</u>	<u>\$ (210,422.71)</u>	<u>\$ 318,000.89</u>

See accountant's compilation report.

Director's Progress and Service Report
October 2020, Julie Yockey, Director

There is a lot to cover in my report this month, and I decided to simply make a list and we can discuss each item if need be! Most days I feel like we are recovering mentally, physically and internally from all of the mishaps at the Library and with COVID, but this week as I look around I am second guessing my decision to have a Christmas Open House. We will see how it all plays out. There are numerous factors playing into the date that I chose and whether or not we will be up and running by then. We are planning on a December 15th Open House and Ribbon Cutting for the new Steadley Building and a Re-Opening Christmas Open House for the main library. Complete with entertainment from Santa and the dulcimer man from Silver dollar City.

COVID continues to be at the forefront of the news in our town and across America. IF the buildings are ready to open on December 15th, what role does COVID/social distancing play in actually letting this even take place?

The library continues to function on "Curbside" services. We have added some services to this, such as email, fax and copying services. Our IT man, Mike Tolle has set up a tent on good weather days and works with patrons one on one who need assistance with their devices or internet. Patrons have been lovely and very understanding of our situation. Of course they want to come in, but it is not safe for them to do so with the library in such a disarray.

Our early literacy English as a second language grant is providing Story Times and lessons/kits for the children virtually, as well as our adult education and citizenship classes, those are meeting in person at a local church. Following the Board of Trustees guidelines that all must wear a mask and social distance, many of the students are in great need of assistance in order to prepare for their Naturalization exams. There are no more than 10 students in a class which requires the teachers to hold two classes a week.

The majority of the public libraries across the state are continue to be on "Curbside" service or are open with limited numbers of patrons having access to the library. As the number of COVID cases continues to rise in our part of SW Missouri it is extremely important for us to carry on very cautiously. I believe that if the library wasn't broken, we would be open for patrons to use the library for limited time periods and hours. All libraries have suspended in house programming until after the first of the year. Our staff remains healthy, and are very serious about social distancing and following the CDC guidelines. We have built our supply of cleaning supplies, and PPE's back up to the required level and the maintenance department has purchased a fogger to be used three days a week to fumigate the library for germs. This has to be done after hours and when we know no one will be back in the building. This will also help us with the cold and flu season as well.

The Library applied for and received \$5,700 in CARES ACT reimbursement funds for materials that were purchased during last fiscal year.

We have had our training from Prism Sales over our new laser printer. It is totally awesome what that machine can do. I am sure that once the building is open to the public it will be used all of the time. We are working with Carthage Hardware and have purchased tool kits that will be able to be checked out by patrons. We are also in the process now of purchasing larger tools that will also be able to be checked out. Policy and procedures for the new building are being written for Board approval. Most of the children's manipulatives have arrived, we are still waiting on a refrigerator, and the items for the teaching kitchen have yet to be purchased. The IT department has had on order new laptops, printers, gaming items etc. but the date of arrival on those items has not been received yet. It all takes time. It is a wonderful space and Ben Young is doing a great job facilitating the area. He is spending a great deal of time learning the new technology and teaching others as well. Jerry has his garage in great shape and if the water disaster had not ruined all of our supplies, the attic would probably be full by now.

We hosted a voter registration day on the library grounds, and had a good turnout. Our Auditor will be here to do our audit on October 19, 20th. On November 1, Pro Lift book movers will be here to work with and move the children's book collection as we lay carpet. Saving us tons of time, back breaking work and stress our insurance company has provided funds for this company to come and work for us for one week. Hopefully we will be able to have our Open House during the Christmas holiday. The Lamar Greenhouse and Florist volunteered to take over and away from me any stress and headaches with ordering all new holiday decorations, and they will be doing the decorating of the entire two buildings for Christmas!! A huge relief for all of us.

Check out our FB page as two of my awesome library staff members have been producing awesome videos for patrons covering various subjects like; how to use "Curbside" service, utilizing the email, fax, copy services, how to get a library card, how to access your e-book account etc. We are blessed to have so many gifted staff members who volunteer to go above and beyond their normal assigned duties.

The Thelma Stanley Trust made a donation to the Library to be used at the Director's discretion, for items for the new building and or replacement items due to the water disaster. We are thankful for the numerous patrons who have made donations to help us get through this time.

The building committee has a proposal to present this evening which would enable us to replace sidewalks around the existing and new building as well as to enlarge the pad attached to the new Steadley building. There are some funds available for us through the City of Carthage to help with paying for this.

Randy Dubry has found and repaired the leaks in the ceiling above the internet desk. All repairs have been completed and we are awaiting G & G Construction to arrive to begin the work on repairing the ceilings per our agreement in two locations.

Keep updated on our progress on our library website and our FB page. Have a great month.

Respectfully, Julie Yockey

Children's Progress Report
September 2020, Sherri Luce

We are so thankful for curbside service! With our extended closure, it has been wonderful to talk with patrons on the phone and see them come through to pick-up books and other materials. Children's staff have been great to create lists of common books. If a patron calls not knowing what they want specifically but their child wants 'dinosaur books', staff can refer to a list.

Story times are beginning again in October, two English and one Bilingual each month. They will all still be held online through Facebook and Youtube. Craft kits will be available for pick-up, just like over the summer.

We had planned to start story times in September, but finding some replacement materials and placing those orders has taken much longer than expected. Books are starting to arrive and are being processed. The additional state grant for STEAM (Science, Technology, Engineering, Art & Math) allowed us to order several new items for the Steadley Family Legacy Center. We now have hands-on activities for patrons age two through adults. The manipulative replacements for the Children's Department should be arriving soon.

We have plans for Mike Anderson, The Dulcimer Guy, and Santa to be here the evening of December 15th. Hopefully this will be a regular, in-house program for both of our buildings.



AGENDA

Notice is hereby given that the Carthage Water & Electric Plant Board will meet October 15, 2020, 4:00 p.m. at the CWEP Complex, 627 W. Centennial, Carthage. The tentative agenda of the regular meeting includes:

ADDITIONS TO THE AGENDA

APPROVAL OF THE BOARD MINUTES: August 2020

APPROVAL OF DISBURSEMENTS:	August	\$5,382,693.36
	September	\$3,389,281.68

FINANCIAL STATEMENT: August & September

COMMITTEE REPORTS

CITIZENS PARTICIPATION PERIOD:

OLD BUSINESS: None.

NEW BUSINESS:

1. Recommendation for the Purchase of 2 Half-ton Crew Cab Pickups
2. Recommendation of the Cured-In-Place-Manhole (CIPM) Liner Project (Visu-Sewer)
3. Recommendation for the Purchase of CWEP Network Switches
4. Consideration for CWEP Underground Fiber Contractors
5. Consideration of changes for the Tobacco and Nicotine-Free Policy and the Benefits, Health and Disability Policy
6. Consideration of Health Insurance Proposal
7. Consideration of an Energy Management Services Agreement with Tyr Energy

STAFF REPORTS

BOARD MEMBER COMMENTS

Persons with disabilities who need special assistance may call 417-237-7300 or 1-800-735-2466 (TDD via Relay Missouri) at least 24 hours prior to meeting.

Representatives of the news media may obtain copies of this notice by contacting:
Megan Stump, P O Box 611 Carthage, MO 64836 417-237-7300

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Darieux K. Adams
Western District Commissioner

JASPER COUNTY COMMISSION



302 S. Main ST
Carthage, MO 64836

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

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

COMMISSION AGENDA

OCTOBER 13, 2020

9:00 A.M.

JASPER COUNTY COURTHOUSE ROOM 101

1. CALL TO ORDER
 - PRAYER
 - PLEDGE OF ALLEGIANCE
2. ROLL CALL
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COMMISSION OFFICE, 302 S. MAIN, COURTHOUSE, ROOM 101, CARTHAGE 417-358-0421

NOTICE POSTED OCTOBER 9, 2020 AT 4:00 P.M.

(RSMO 610.020)



The City of Carthage

America's Maple Leaf City

326 Grant St., Carthage, MO 64836 (417) 237-7000 FAX (417) 237-7002

October 14, 2020

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

Dear Mr. Stetzler:

I am writing this letter on behalf of the City of Carthage for Lakeview Estates, concerning the development of 31 single family housing units in the City of Carthage. This proposed housing development will provide affordable housing opportunities in Carthage, Missouri.

Specifically, the project will provide for affordable rental rates, home ownership after 15 years, universal design of each unit that can be modified to meet residents' changing needs and access to walk-in storm shelters built into each unit. The development will also provide supportive services and home ownership training.

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

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

Sincerely,

Dan Rife, Mayor
City of Carthage, Missouri

"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.